# HUGHSON CITY COUNCIL

## AGENDA

## City of Hughson
## CITY COUNCIL MEETING
### Hughson City Hall – 7018 Pine Street Hughson, California
## MONDAY, DECEMBER 11, 2023 – 6:00 P.M.

**How to participate in, or observe the Meeting:**

- **In person in the City Council Chambers and submit public comment when invited during the meeting.**

- **Observe only via YouTube live, by accessing this link:**
  **https://www.youtube.com/channel/UC-PwkdlrKoMmOJDzBSodu6A?view_as=subscriber**

**If a technical issue arises with any streaming option, the City Council meeting will continue unless the meeting is being held pursuant to the provisions of Assembly Bill 2449.**

- **In addition, recorded City Council meetings are posted on the City's website the second business day following the meeting. Recorded videos can be accessed with the following link:**
  Upcoming Meetings | Hughson CA



Any documents that are not privileged, or part of a Closed Session provided to a majority of the City Council after distribution of the agenda packet, regarding any item on this agenda, will be made available for public inspection at the City Clerk's Office 7018 Pine Street, Hughson.
1731224-2

**CALL TO ORDER:** Mayor Pro Tem Randy Crooker

**ROLL CALL:** Mayor George Carr
Mayor Pro Tem Randy Crooker
Councilmember Samuel Rush
Councilmember Julie Ann Strain
Councilmember Alan McFadon

**FLAG SALUTE:** Mayor Pro Tem Randy Crooker

**INVOCATION:** Hughson Ministerial Association

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

***Please limit presentations to five minutes. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter. Pursuant to California Government Code Section 54954.2(a)(3), no action or discussion may be undertaken on any item not appearing on the posted agenda, except that the City Council, or its staff, may briefly respond to comments or questions from members of the public, provide a reference to staff or other resources for factual information, or direct staff to place the issue on a future agenda.***

## 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 audience member, or 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 November 27, 2023.

**3.2:** Approve the Warrants Register.

**3.3:** Approve the 2024 City Council Meeting Calendar.

**3.4:** Adopt Resolution No. 2023-57, Authorizing Submittal of Individual Grant Applications for all Grant Programs for which the City of Hughson is Eligible.

**3.5:** Waive the Second Reading and Adopt Ordinance No. 2023-04, Amending the Hughson Municipal Code Pertaining to Chapter 17.01- General Provisions, Chapter 17.02 – Zoning Districts, and 17.03 – Citywide Regulations and Special Provisions to Title 17 “Zoning”.



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## 4. UNFINISHED BUSINESS: NONE.

## 5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

**5.1:** **A.** Adopt Resolution No. 2023-58, Amending the Authorized Services within the City of Hughson Citywide Public Safety and Maintenance Services Community Facilities District.

**B.** Adopt Resolution No. 2023-59, Declaring the Results of a Special Election.

**C.** Introduce and Waive the First Reading of Uncodified Ordinance No. 2023-05, Authorizing the Amendment of Authorized Services, and the Levy of a Special Tax Lien.

## 6. NEW BUSINESS:

**6.1:** Review and Approve a One-Time Repair Expense to COIT Cleaning and Restoration Services.

**6.2:** **A.** Adopt Resolution 2023-60, Approving the Public Access Easement for Parking Lot Improvements at Lebright Fields; and Authorize Staff to Prepare and Post a Request for Bids for the Parking Lot Improvements.

**B.** Resolution No. 2023-61, Awarding a Construction Contract for Parking Lot Improvements at Lebright Fields for $318,922 to MHK Construction with a 10% Contingency and Authorizing the City Manager to Execute the Construction Contract.

**6.3:** Approval of the Appointment of Jose Vasquez as Interim Public Works and Utilities Superintendent and Authorizing a 25% Pay Increase.

## 7. CORRESPONDENCE:

**7.1:** 2023 Accepted Donations List.

## 8. COMMENTS:

***A brief report on notable attendance of a meeting, or conference, or other notable topics of City business shall be made. The Brown Act does not allow for discussion or action of items by the City Council during this time.***

**8.1:** Staff Reports and Comments:

**City Manager:**



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**City Clerk:**

**Director of Finance:**

**Community Development Director:**

**Police Services:**

**City Attorney:**

**8.2:** Council Comments:

**8.3:** Mayor's Comments:

## 9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

## 10. ADJOURNMENT:

**The next regular City Council Meeting is scheduled for January 8, 2024, at 6:00 P.M.**

| AFFIDAVIT OF POSTING | |
|---|---|
| **Date: December 8, 2023** | **Time: 4:30 PM** |
| **Name: Ashton Gose** | **Title: City Clerk** |

**General Information:** The Hughson City Council meets in the Council Chambers on the second and fourth Mondays of each month at 6:00 p.m., unless otherwise noticed.

**Council Agendas:** The City Council agenda is now available for public review at the City's website 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.

## UPCOMING EVENTS:

| | |
|---|---|
| **December 12** | ▪ Parks, Recreation and Entertainment Commission Meeting, City Council Chambers, 6:00 PM - *Cancelled* |



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1731224-2

| | |
|---|---|
| **December 19** | ▪ Planning Commission Meeting, City Council Chambers, 6:00 PM - *Cancelled* |
| **December 20** | ▪ Hughson has Heart Planning Meeting, City Council Chambers, 6:00 PM |
| **December 22 – January 1** | ▪ **City Hall Closed** |
| **January 8** | ▪ City Council Meeting, City Council Chambers or YouTube Live Stream, 6:00 PM |

**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.

**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).

**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.



Any documents that are not privileged, or part of a Closed Session provided to a majority of the City Council after distribution of the agenda packet, regarding any item on this agenda, will be made available for public inspection at the City Clerk's Office 7018 Pine Street, Hughson.
1731224-2

# CITY COUNCIL AGENDA ITEM NO. 3.1
# SECTION 3: CONSENT CALENDAR

**Meeting Date:** **December 11, 2023**
**Subject:** **Approval of the City Council Minutes**
**Presented By:** **Ashton Gose, Executive Assistant/City Clerk**

**Approved By:** Merry Mayhew
**City Manager**

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**Staff Recommendation:**

Approve the Minutes of the regular Meeting of November 27, 2023.

**Background and Overview:**

The draft minutes of the November 27, 2023 meeting are prepared for the Council's review.

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

# HUGHSON CITY COUNCIL

## MINUTES

## City of Hughson
## CITY COUNCIL MEETING
**Hughson City Hall – 7018 Pine Street**
**Hughson, California**
**MONDAY, NOVEMBER 27, 2023 – 6:00 P.M.**

**CALL TO ORDER:** Mayor George Carr

**ROLL CALL:**

Present:
Mayor George Carr
Councilmember Samuel Rush
Councilmember Randy Crooker
Councilmember Julie Ann Strain
Councilmember Alan McFadon

Staff Present:
Merry Mayhew, City Manager
Ashton Gose, City Clerk
Andy Pinasco, City Attorney
Carla Jauregui, Community Development Director
Jose Vasquez, Public Works Superintendent
Kim Weimer, Director of Finance and Admin Services
Sarah Chavarin, Accounting Manager
Fidel Landeros, Chief of Police

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

**Roy Santiago from Scranton and Qualle Post 872 of the American Legion provided comments regarding the Veterans Memorial at the Hughson Sports and Fitness Complex.**

## 2. PRESENTATIONS:

**2.1:** Recognition of Fidel Landeros, Hughson Police Services Chief of Police.

**Mayor Carr presented a plaque of recognition to Hughson Police Services Chief of Police Fidel Landeros.**

## 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 audience member, or 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 Special Meeting of November 13, 2023.

**3.2:** Approve the Warrants Register.

**3.3:** Approve the Recommendation of Lieutenant Lloyd MacKinnon for Hughson Chief of Police.

**CARR/STRAIN 5-0-0-0 motion passes to approve the Consent Calendar, as presented, with the following roll call vote:**

| CROOKER | RUSH | STRAIN | McFADON | CARR |
|---|---|---|---|---|
| AYE | AYE | AYE | AYE | AYE |

## 4. UNFINISHED BUSINESS:

**4.1:** Adopt Resolution No. 2023-55, rescinding Resolution 2019-02, and Establishing Administrative Fines for Violation of Hughson Municipal Code Chapter 8.18 – Fireworks.

**City Manager Mayhew presented the staff report on this item.**

**Mayor Carr opened public comment at 6:18PM. There was no public comment. Mayor Carr closed public comment at 6:18PM.**

**McFADON/STRAIN 5-0-0-0 motion passes to adopt Resolution No. 2023-55, rescinding Resolution 2019-02, and Establishing Administrative Fines for Violation of Hughson Municipal Code Chapter 8.18 – Fireworks, with the following roll call vote:**

| CROOKER | RUSH | STRAIN | McFADON | CARR |
|---|---|---|---|---|
| AYE | AYE | AYE | AYE | AYE |

## 5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

**5.1:** Adopt Resolution No. 2023-56, Adopting the Hughson Fire Protection District Development Impact Fee Nexus Study and Proposed Fees Prepared by NBS Government Finance Group.

**City Manager Mayhew presented the staff report on this item.**

**Mayor Carr opened the public hearing at 6:29PM. There was no public comment. Mayor Carr closed the public hearing at 6:30PM.**

**STRAIN/CARR 5-0-0-0 motion passes to adopt Resolution No. 2023-56, Adopting the Hughson Fire Protection District Development Impact Fee Nexus Study and Proposed Fees Prepared by NBS Government Finance Group, with the following roll call vote:**

| CROOKER | RUSH | STRAIN | McFADON | CARR |
|---|---|---|---|---|
| AYE | AYE | AYE | AYE | AYE |

## 6. NEW BUSINESS: NONE.

## 7. CORRESPONDENCE: NONE.

## 8. COMMENTS:

***A brief report on notable attendance of a meeting, or conference, or other notable topics of City business shall be made. The Brown Act does not allow for discussion or action of items by the City Council during this time.***

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

**City Manager:**
City Manager Mayhew informed the City Council that the Annual Christmas Parade is canceled. She also informed the Council that the Christmas Tree was replaced.

**Community Development Director:**
Director Jauregui informed the City Council that the new Public Works Vac-Con truck will be delivered on December 1, 2023.

**Chief of Police:**
Chief Landeros provided the City Council with the latest Crime Statistic Report.

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

**Councilmember McFadon attended the Town Hall meeting on November 17, 2023.**

**Councilmember Strain attended the Town Hall meeting on November 17, 2023.**

**Mayor Pro Tem Crooker attended the Town Hall meeting on November 17, 2023.**

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

**Mayor Carr attended the Town Hall meeting on November 17, 2023. He provided a reminder regarding the Ag Pancake Breakfast on December 2, 2023.**

## 9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

## 10. ADJOURNMENT:

**CROOKER/STRAIN 5-0-0-0 motion passes to adjourn the regular meeting of November 27, 2023, at 6:43 PM with the following roll call vote:**

| CROOKER | RUSH | STRAIN | McFADON | CARR |
|---|---|---|---|---|
| AYE | AYE | AYE | AYE | AYE |

**APPROVED:**

**_____**
**GEORGE CARR, Mayor**

**ATTEST:**

**_____**
**ASHTON GOSE, City Clerk**

# CITY COUNCIL AGENDA ITEM NO. 3.2
# SECTION 3: CONSENT CALENDAR

**Meeting Date:** **December 11, 2023**
**Subject:** **Approval of Warrants Register**
**Enclosure:** **Warrants Register**
**Presented By:** **Kim Weimer, Director of Finance**

**Approved By:** Merry Mayhew
**City Manager**

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**Staff Recommendation:**

Approve the Warrants Register as presented.

**Background and Overview:**

The warrants register presented to the City Council is a listing of all expenditures paid from November 20, 2023, through December 4, 2023.

**Fiscal Impact:**

There are reductions in various funds for payment of expenses.

# Check Report

Hughson

By Check Number

Date Range: 11/20/2023 - 12/04/2023

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| **Bank Code: Payable Bank-Payable Bank** | | | | | | | |
| 01927 | Adam Lagos | | 11/28/2023 | Regular | 0.00 | 500.00 | 57443 |
| INV0010207 | Invoice | 11/21/2023 | Deposit Refund - Lagos | | 0.00 | 500.00 | |
| 01928 | Alan McFadon | | 11/28/2023 | Regular | 0.00 | 675.00 | 57444 |
| INV0010208 | Invoice | 11/21/2023 | Registration/Per Diem Advance | | 0.00 | 675.00 | |
| 00049 | ALLIED ADMINISTRATORS | | 11/28/2023 | Regular | 0.00 | 2,141.69 | 57445 |
| INV0010212 | Invoice | 12/01/2023 | DELTA DENTAL - December | | 0.00 | 2,141.69 | |
| 01603 | Amazon Capital Services, Inc. | | 11/28/2023 | Regular | 0.00 | 44.81 | 57446 |
| 1H4H-PCGF-KKR9 | Invoice | 11/28/2023 | decal remover | | 0.00 | 44.81 | |
| 01817 | Black Castle Construction | | 11/28/2023 | Regular | 0.00 | 5,820.00 | 57447 |
| INV-0691 | Invoice | 11/28/2023 | toilet rental lebright | | 0.00 | 290.00 | |
| INV-0692 | Invoice | 11/28/2023 | toilet rental (christian church) | | 0.00 | 5,530.00 | |
| 00878 | CASH | | 11/28/2023 | Regular | 0.00 | 155.77 | 57448 |
| INV0010248 | Invoice | 11/28/2023 | Petty Cash | | 0.00 | 155.77 | |
| 01830 | CivicPlus, LLC | | 11/28/2023 | Regular | 0.00 | 4,740.12 | 57449 |
| 277011 | Invoice | 11/28/2023 | Annual Webisite Hosting | | 0.00 | 4,740.12 | |
| 00324 | CODE PUBLISHING COMPANY | | 11/28/2023 | Regular | 0.00 | 4,325.00 | 57450 |
| GC0012500 | Invoice | 11/27/2023 | Municipal Code Project | | 0.00 | 4,325.00 | |
| 00464 | EZ NETWORK SOLUTIONS | | 11/28/2023 | Regular | 0.00 | 10,140.33 | 57451 |
| 43301 | Invoice | 11/16/2023 | Computer Equipment, Printer, & Ink | | 0.00 | 7,218.33 | |
| 43302 | Invoice | 11/16/2023 | IT SERVICES- Dell Extended Warranty | | 0.00 | 2,922.00 | |
| 00474 | FERGUSON ENTERPRISES,INC | | 11/28/2023 | Regular | 0.00 | 2,481.00 | 57452 |
| 1812283 | Invoice | 11/28/2023 | Well6 | | 0.00 | 2,268.46 | |
| 1820615 | Invoice | 11/28/2023 | lebright water line | | 0.00 | 212.54 | |
| 00513 | GARTON TRACTOR | | 11/28/2023 | Regular | 0.00 | 370.41 | 57453 |
| P2829201 | Invoice | 11/28/2023 | tractor parts | | 0.00 | 370.41 | |
| 00523 | GEORGE REED, INC | | 11/28/2023 | Regular | 0.00 | 315.19 | 57454 |
| 100313412 | Invoice | 11/28/2023 | sugar maple asphalt | | 0.00 | 315.19 | |
| 01322 | GOSE, ASHTON | | 11/28/2023 | Regular | 0.00 | 503.75 | 57455 |
| INV0010245 | Invoice | 11/28/2023 | LOCC Conference and Lodging | | 0.00 | 503.75 | |
| 01905 | H. B. Restoration INC | | 11/28/2023 | Regular | 0.00 | 16,500.00 | 57456 |
| INV0010249 | Invoice | 11/28/2023 | Repaint exterior of the City Hall & Senior ... | | 0.00 | 16,500.00 | |
| 00581 | HENSLEY'S PAVING | | 11/28/2023 | Regular | 0.00 | 192,000.19 | 57457 |
| 22-C04 | Invoice | 11/21/2023 | Progress Payment | | 0.00 | 192,000.19 | |
| 01254 | HUGHSON AUTOMOTIVE | | 11/28/2023 | Regular | 0.00 | 90.00 | 57458 |
| 7538 | Invoice | 11/28/2023 | 2016 f150 alignment | | 0.00 | 90.00 | |
| 01583 | Hunt & Sons, Inc. | | 11/28/2023 | Regular | 0.00 | 2,077.74 | 57459 |
| 699275 | Invoice | 11/21/2023 | unleaded fuel (blanket PO) | | 0.00 | 2,077.74 | |
| 00659 | J.B. Anderson Land Use Planning | | 11/28/2023 | Regular | 0.00 | 7,021.50 | 57460 |
| 110123HUGH | Invoice | 11/01/2023 | General Planning Services | | 0.00 | 7,021.50 | |
| 01867 | KIM WEIMER | | 11/28/2023 | Regular | 0.00 | 498.65 | 57461 |
| INV0010214 | Invoice | 11/21/2023 | Notary Insurance & Supplies | | 0.00 | 240.93 | |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| INV0010246 | Invoice | 11/28/2023 | Embossing stamp and certified mail | | 0.00 | 58.72 | |
| INV0010247 | Invoice | 11/28/2023 | Training- Medical Marijuana in the work pl... | | 0.00 | 199.00 | |
| 00726 | LIEBERT CASSIDY WHITMORE | | 11/28/2023 | Regular | 0.00 | 1,120.00 | 57462 |
| INV0010213 | Invoice | 11/21/2023 | Public Sector Law Conference | | 0.00 | 1,120.00 | |
| 01875 | LOZANO SMITH ATTORNEY AT LAW | | 11/28/2023 | Regular | 0.00 | 97.50 | 57463 |
| 3303469 | Invoice | 11/14/2023 | Legal Services Through 10-31-23 | | 0.00 | 97.50 | |
| 01748 | Martin Marietta Materials, Inc | | 11/28/2023 | Regular | 0.00 | 169.37 | 57464 |
| 40645894 | Invoice | 11/28/2023 | asphalt | | 0.00 | 169.37 | |
| 01459 | Merry Mayhew | | 11/28/2023 | Regular | 0.00 | 111.23 | 57465 |
| INV0010209 | Invoice | 11/21/2023 | Floor Sink for Lebright Restroom/Concessi... | | 0.00 | 111.23 | |
| 00822 | NESTLE WATERS | | 11/28/2023 | Regular | 0.00 | 198.03 | 57466 |
| 13K0025664277 | Invoice | 11/28/2023 | WATER FOR WWTP | | 0.00 | 198.03 | |
| 01435 | North Valley Labor Compliance Services | | 11/28/2023 | Regular | 0.00 | 150.00 | 57467 |
| 005278 | Invoice | 11/21/2023 | Phase II, Tank Construction FINAL | | 0.00 | 150.00 | |
| 00884 | PITNEY BOWES | | 11/28/2023 | Regular | 0.00 | 500.00 | 57468 |
| INV0010210 | Invoice | 11/21/2023 | POSTAGE | | 0.00 | 500.00 | |
| 01408 | RAYA, NEIL | | 11/28/2023 | Regular | 0.00 | 1,505.00 | 57469 |
| INV0010211 | Invoice | 11/21/2023 | Certificate Renewal- Backflow | | 0.00 | 1,505.00 | |
| 01885 | RecruitGigs | | 11/28/2023 | Regular | 0.00 | 2,520.00 | 57470 |
| 67841 | Invoice | 11/17/2023 | Extra Help - PW | | 0.00 | 2,520.00 | |
| 00978 | SAN JOAQUIN VALLEY Air Pollution Control Dist | | 11/28/2023 | Regular | 0.00 | 3,390.20 | 57471 |
| N159523 | Invoice | 11/28/2023 | fuel tank permit fees | | 0.00 | 42.00 | |
| N159835 | Invoice | 11/21/2023 | Application Filling & Engineering Time | | 0.00 | 3,348.20 | |
| 01000 | SEEGER'S | | 11/28/2023 | Regular | 0.00 | 268.61 | 57472 |
| 0142566-IN | Invoice | 11/21/2023 | OFFICE SUPPLIES- ENVELOPES | | 0.00 | 268.61 | |
| 01084 | SUNBELT RENTALS, INC. | | 11/28/2023 | Regular | 0.00 | 350.97 | 57473 |
| 146510854-0001 | Invoice | 11/28/2023 | light towers | | 0.00 | 350.97 | |
| 01149 | TURLOCK IRRIGATION DIST. | | 11/28/2023 | Regular | 0.00 | 31,932.48 | 57474 |
| INV0010206 | Invoice | 11/21/2023 | ELECTRIC | | 0.00 | 31,932.48 | |
| 01149 | TURLOCK IRRIGATION DIST. | | 11/28/2023 | Regular | 0.00 | 341.72 | 57475 |
| INV0010242 | Invoice | 11/28/2023 | Assessment- 1st/2nd Installment 6424 Lee... | | 0.00 | 141.22 | |
| INV0010243 | Invoice | 11/28/2023 | Assessment- 1st/2nd Installment Hughson... | | 0.00 | 107.16 | |
| INV0010244 | Invoice | 11/28/2023 | Assessment- 1st/2nd Installment Hughson... | | 0.00 | 93.34 | |
| 01155 | UNDERGROUND SERVICE ALERT OF NORTHERN | | 11/28/2023 | Regular | 0.00 | 415.01 | 57476 |
| 2023117988 | Invoice | 11/21/2023 | 2023 Membership Fee | | 0.00 | 415.01 | |
| 01928 | Alan McFadon | | 11/29/2023 | Regular | 0.00 | 110.00 | 57477 |
| INV0010261 | Invoice | 11/29/2023 | Per Diem Advance for LOCC | | 0.00 | 110.00 | |
| 01420 | CALIFORNIA STATE DISBURSEMENT UNIT | | 11/29/2023 | Regular | 0.00 | 40.12 | 57478 |

| Vendor Number / Payable # | Vendor Name / Payable Type | Post Date | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| INV0010231 | Invoice | 11/22/2023 | INCOME WITHHOLDING FOR CHILD SUPP… | | 0.00 | 40.12 | |

**Bank Code Payable Bank Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 44 | 36 | 0.00 | 293,621.39 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | **44** | **36** | **0.00** | **293,621.39** |

# All Bank Codes Check Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 44 | 36 | 0.00 | 293,621.39 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | **44** | **36** | **0.00** | **293,621.39** |

# Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | POOLED CASH/CONSOLIDATED CASH | 11/2023 | 293,621.39 |
| | | | **293,621.39** |

# CITY COUNCIL AGENDA ITEM NO. 3.3
# SECTION 3: CONSENT CALENDAR

**Meeting Date:** December 11, 2023
**Subject:** Approve the 2024 City Council Meeting Calendar
**Presented By:** Ashton Gose, Executive Assistant/City Clerk
**Enclosures:** Draft 2024 Calendar
Draft 2024 Calendar List

**Approved By:** Merry Mayhew
City Manager

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**Staff Recommendation:**

Approve the 2024 City Council Meeting Calendar.

**Background and Discussion:**

Per Hughson Municipal Code Section 2.04.010, the City Council shall meet regularly twice a month on the second and fourth Mondays, at the hour of 6:00 p.m. If a holiday falls on the second or fourth Monday, a regularly scheduled meeting would be moved to the following Tuesday. For the calendar year 2024, Lincoln's birthday will be observed on Monday, February 12, 2024, moving the regularly scheduled meeting to Tuesday, February 13, 2024, Memorial Day will be observed on Monday, May 27, 2024, moving the regularly scheduled meeting to Tuesday, May 28, 2024, and Veteran's Day will be observed on Monday, November 11, 2024, moving the regularly scheduled meeting to Tuesday, November 12, 2024.

As in past years, the regularly scheduled meeting on the fourth Monday in December will be canceled.

**Fiscal Impact:**

There is no fiscal impact associated with this item.

# City of Hughson Meetings Calendar (2024)

## January

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

## February

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | | |

## March

| S | M | T | W | T | F | S |
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| 31 | | | | | | |

## April

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| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

## May

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| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
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## June

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| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

## July

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| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

## August

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| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

## September

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| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

## October

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| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

## November

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| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

## December

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
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| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

City Council

Jan 1 New Year's Day
Jan 15 Martin Luther King Jr. Day
Feb 12 Lincoln's Birthday
Feb 23 Washington's Birthday (Observed)
May 27 Memorial Day
Jul 4 Independence Day
Sept 2 Labor Day
Nov 11 Veterans Day
Nov 28 Thanksgiving Day
Nov 29 Thanksgiving Friday
Dec 25 Christmas Day

# CITY OF HUGHSON

## 2024 CITY COUNCIL MEETING CALENDAR

The City Council meets in regular session the **Second** and **Fourth** Monday of each month at 6:00 p.m. in the City Council Chambers (Hughson City Hall 7018 Pine Street, Hughson).

*Note: *Special City Council meetings will be posted and conducted on an as needed basis, unless a regular meeting must be rescheduled due to a holiday, as referenced below.*

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| | | |
|---|---|---|
| January 8 | 6:00 PM | City Hall |
| January 22 | 6:00 PM | City Hall |
| *February 13 | 6:00 PM | City Hall |
| February 26 | 6:00 PM | City Hall |
| March 11 | 6:00 PM | City Hall |
| March 25 | 6:00 PM | City Hall |
| April 8 | 6:00 PM | City Hall |
| April 22 | 6:00 PM | City Hall |
| May 13 | 6:00 PM | City Hall |
| *May 28 | 6:00 PM | City Hall |
| June 10 | 6:00 PM | City Hall |
| June 24 | 6:00 PM | City Hall |
| July 8 | 6:00 PM | City Hall |
| July 22 | 6:00 PM | City Hall |
| August 12 | 6:00 PM | City Hall |
| August 26 | 6:00 PM | City Hall |
| September 9 | 6:00 PM | City Hall |
| September 23 | 6:00 PM | City Hall |
| October 14 | 6:00 PM | City Hall |
| October 28 | 6:00 PM | City Hall |
| *November 12 | 6:00 PM | City Hall |
| November 25 | 6:00 PM | City Hall |
| December 9 | 6:00 PM | City Hall |
| December 23 | Cancelled | Cancelled |

**Annual State of the City Address: February 26**

Approved 12/11/2023

# CITY COUNCIL AGENDA ITEM NO. 3.4
# SECTION 3: CONSENT CALENDAR

| | |
|---|---|
| **Meeting Date:** | **December 11, 2023** |
| **Subject:** | **Adoption of Resolution No. 2023-57, Authorizing Submittal of Individual Grant Applications for all Grant Programs for which the City of Hughson is Eligible** |
| **Enclosures:** | **SB 1383 Local Assistance Grant Program (FY 2022-23) Narrative Proposal**<br>**Proposed Budget** |
| **Presented By:** | **Ashton Gose, Executive Assistant/City Clerk** |
| **Approved By:** | Merry Mayhew<br>**City Manager** |

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**Staff Recommendation:**

Adopt Resolution No. 2023-57, authorizing the submittal of individual grant applications for all grant programs for which the City of Hughson is eligible.

**Background and Discussion:**

In September 2016, Governor Edmund Brown Jr. set methane emissions reduction targets for California (SB 1383 Lara, Chapter 395, Statutes of 2016) in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). The targets must have reduced organic waste disposal by 50 percent by 2020 and 75 percent by 2025.

The Department of Resources Recycling and Recovery (CalRecycle) is administering a grant program meant to provide aid in the implementation of regulations adopted by CalRecycle, pursuant to Chapter 395, Statutes of 2016 and SB170 Budget Act of 2021. This non-competitive grant program provides funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383, including but not limited to:

- Capacity Planning
- Collection
- Edible Food Recovery
- Education and outreach (includes organic waste & edible food recovery)
- Enforcement and Inspection

- Program Evaluation/Gap Analysis
- Procurement Requirements
- Record Keeping

The city has the opportunity each year to apply for and receive this grant from CalRecycle, however, all jurisdictions are required to provide a resolution that authorizes the submittal of individual grant applications and authorizes the City Manager to execute all grant documents, to secure grant funds effective for five years, in order to receive the funding.

For the SB 1383 Local Assistance Grant Program (FY 2022-23), the city is expected to receive a total of $75,000, which will be used for purchasing equipment, as well as consultant costs associated with grant management and SB1383 compliance.

**Fiscal Impact:**

Grant funds are anticipated to be awarded in March 2024. The funds received will be used for each itemized cost presented on the SB 1383 Local Assistance Grant Program (FY 2022-23) Proposed Budget.

# Narrative Proposal

## SB 1383 Local Assistance Grant Program
## Fiscal Year 2022–23

## Instructions

The Narrative Proposal document describes the details of the proposed project. All responses must be provided within the greyed-out text box under each prompt in this document. Utilizing a document or form other than the official CalRecycle Narrative Proposal document, or tampering with the CalRecycle version, will subject the applicant to disqualification from the SB 1383 Local Assistance Grant Program.

Each section of this form must have a response. If a question does not apply to the proposed project use the response field to explain why it is not applicable. Ensure the narrative responses are concise, detailed, and address each portion of the question.

Information presented must be consistent with tasks line items included in the Budget, and any other supporting documentation submitted. Refer to the Application Guidelines and Instructions for further information.

After completing this document, save it, and upload it to the Documents Tab of your application in the Grants Management System (GMS).

## Applicant Name: City of Hughson

## Project Description

1. Provide a clear and detailed description of the proposed grant project that will be implemented as a direct result of receiving grant funds, including a description of the edible food recovery activities, if applicable.
   The City of Hughson is proposing to purchase necessary equipment, collection bins and to utilize the services of a consultant to help with SB1383 program evaluation, site visits/inspections and other program compliance. For equipment, the City of Hughson would like to obtain equipment that may take years to budget for/obtain; the equipment would be a Bobcat loader (or comparable piece of equipment) that will unload/load and move large amounts of procured compost to meet the Procurement Target Goals by helping to spread the compost on City-owned areas, and to make the compost available for the Public's use. The City would like to purchase collection containers for City-owned public spaces (such as the parks and around City buildings) and for special events that take place within the City; the containers would be for the collection of Organics and Recyclables throughout the City's public areas. Lastly, the proposed grant project

will also help with Consultant costs for grant administration and SB1383 Site Visits/Inspections, Program Evaluation and Compliance.

There are no edible food recovery activities associated to this grant at this time due to an existing program that is currently already receiving funding to help with its operations.

# Budget

1. Provide a clear and detailed explanation of the costs you have included in the Budget template. Explain why the included costs are necessary for implementing the proposed grant project.
   Equipment:
   A Bobcat skid steer loader (or comparable piece of equipment) that will unload/load and move procured organics waste products (i.e. compost), to help spread compost on public parks and other City-owned areas, and to make the compost available to the Public.
   Indoor/outdoor collection containers for City-owned public spaces (such as the parks and around City buildings) and for special events that take place within the City; the containers would be for the collection of Organics and Recyclables throughout the City's public areas and have signage on them so the public can identify what to put into the containers.

   Personnel:
   Consultant costs associated to grant management and SB1383 Compliance such as site visits/inspections of Tier 1/Tier 2 Food Generators, training of City staff on organics recycling and recyclables, SB1383 program evaluation and compliance activities.

# Jobs

1. Will the proposed grant project create **new** jobs? If yes, how many new positions will be created and how many hours per week will each position be working? List each **new** position and include job title, hourly wage, weekly hours to be worked, and a brief description of each position.
   No, the proposed grant project will not create new jobs.

2. Will the proposed grant project supplement the current salary for one or more existing positions? If yes, list each **existing** position receiving grant funding and include job title, weekly hours to be worked, and a brief description of each position.
   No, the proposed grant project will not supplement current salaries of existing positions.

**Note:** Each position, funded in whole or in part by grant funds, must be included in the Budget.

# Edible Food Recovery

1. Will funds be used for edible food recovery? If not, please explain why.
   No, the funds will not be used for edible food recovery at this time because the existing program is able to operate on the donations from the Public and from other funding sources.

2. Provide the name and address of all organizations associated with grant project activities involving edible food recovery. For example, if you are partnering with a local food bank to recover and distribute food, please list the address of the food bank here. If you are partnering with multiple organizations, please list all names and addresses.
   There are no edible food recovery organizations associated with this grant project.

## SB 1383 Local Assistance Grant Program (FY 2022-23) – Proposed Budget

| Indirect Costs | |
|---|---|
| Expenditure Detail<br>(Include specific details about costs) | Total Funds |
| | $ - |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| Indirect Costs Subtotal: | $ - |
| Indirect Costs Cap (10% of total grant amount) | $7,500.00 |
| Within Cap: | Yes |
| **Capacity Planning/Program Evaluation/Gap Analysis** | |
| | $ - |
| | |
| | |
| | |
| | |
| | |
| Capacity Planning/Program Evaluation/Gap Analysis Subtotal: | $ - |
| **Edible Food Recovery** | |
| | $ - |
| | |
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| | |
| Edible Food Recovery Subtotal | $ - |
| **Edible Food Recovery - Personnel** | |
| | $ - |
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| | |
| | |
| Edible Food Recovery Subtotal - Personnel Subtotal | $ - |
| **Education and Outreach** | |
| | |
| | |
| | |
| | |
| | |
| Education and Outreach Subtotal | $ - |

| | | |
|---|---|---|
| **Equipment** (not related to Edible Food Recovery such as PPE, bins, lids, etc.) | | |
| S64 T4 Bobcat Skid Steer Loader with forks and a load bucket for loading/unloading and | $ | 61,000.00 |
| movement of procured compost material. | | |
| Collection bins with signage for food waste & recyclables for public areas. Any extra | $ | 2,000.00 |
| containers could be donated to City businesses for use in dining areas. | | |
| | | |
| | | |
| | | |
| **Equipment Subtotal:** | $ | 63,000.00 |
| **Personnel** | | |
| Consultant, to assist the City with grant management of OWR4 and with SB1383 | $ | 12,000.00 |
| program compliance (such as public education of the edible food recovery program, the | | |
| diversion of organic waste, site visits/inspections/enforcement, etc). | | |
| | | |
| | | |
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| | | |
| **Personnel Subtotal:** | $ | 12,000.00 |
| **Procurement** | | |
| | $ | - |
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| | | |
| | | |
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| **Procurement Subtotal:** | $ | - |
| **Record Keeping** | | |
| | $ | - |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| **Record Keeping Subtotal** | $ | - |
| **Upgrade/Expansion** | | |
| | $ | - |
| | | |
| | | |
| | | |
| **Upgrade/Expansion Subtotal** | $ | - |
| **Total Project Funds** | $ | 75,000.00 |

**CITY OF HUGHSON**
**CITY COUNCIL**
**RESOLUTION NO. 2023-57**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AUTHORIZING SUBMITTAL OF INDIVIDUAL GRANT APPLICATIONS FOR ALL GRANT PROGRAMS FOR WHICH THE CITY OF HUGHSON IS ELIGIBLE**

**WHEREAS**, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

**WHEREAS**, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

**WHEREAS**, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson authorizes the submittal of applications to CalRecycle for all grants for which the City of Hughson is eligible; and

**BE IT FURTHER RESOLVED** that the City Manager, or their designee, is hereby authorized and empowered to execute in the name of the City of Hughson all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and that these authorizations are effective for five years from the date of adoption.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regular meeting held on this 11th day of December 2023, by the following roll call vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**APPROVED:**

_____
**RANDY CROOKER, Mayor Pro Tem**

>>
>>
>>

**ATTEST:**

_____
**ASHTON GOSE, City Clerk**

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

**Meeting Date:** **December 11, 2023**
**Subject:** **Waive the Second Reading and Adopt Ordinance No. 2023-04, Amending the Hughson Municipal Code Pertaining to Chapter 17.01- General Provisions, Chapter 17.02 – Zoning Districts, and 17.03 – Citywide Regulations and Special Provisions to Title 17 "Zoning"**
**Presented By:** **Carla C. Jauregui, Community Development Director**

**Approved By:** Merry Mayhew
**City Manager**

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**Recommendation:**

Waive the second reading and adopt Ordinance No. 2023-04, amending the Hughson Municipal Code pertaining to Chapter 17.01-General Provisions, Chapter 17.02 – Zoning Districts, and 17.03 – Citywide Regulations and Special Provisions to Title 17 "Zoning", in compliance with State law and implementation of local standards where the City has discretion.

**Background & Overview:**

At the October 9, 2023 meeting, the City Council held a Public Hearing and introduced by title only and waived the first reading of Ordinance No. 2023-04, amending the Hughson Municipal Code pertaining to Chapter 17.01-General Provisions, Chapter 17.02 – Zoning Districts, and 17.03 – Citywide Regulations and Special Provisions to Title 17 "Zoning", in compliance with State law and implementation of local standards where the City has discretion.

Subsequently, at the November 14, 2023 meeting, the Planning Commission held a Public Hearing and voted to recommend that the Hughson City Council adopt Ordinance No. 2023-04.

California's ADU legislation has undergone substantial revisions to tackle the state's housing challenges. These legislative changes are designed to simplify the process of constructing Accessory Dwelling Units (ADUs) by minimizing regulatory obstacles and enhancing flexibility for homeowners. Key adjustments encompass permitting ADUs on properties of all sizes, relaxing parking requirements in proximity to public transit, reducing associated fees, and introducing Junior ADUs. These modifications

have triggered a notable increase in ADU construction across California and sparked a considerable amount of interest locally. ADUs offer additional housing alternatives and economic opportunities, while simultaneously addressing housing equity concerns. The state continues to lead the way in advocating for ADU development as a viable response to its housing shortage. In response to these evolving state laws, the City is amending its existing accessory dwelling unit ordinance to align with the updated regulatory framework, while still being as restrictive as allowable.

**Discussion:**

Under the Council's direction, staff has been diligently working with the City Attorney's office to address the new mandates regarding ADUs. The objective has been to incorporate all the mandated State requirements with the intent of reducing impacts and preserving Hughson's single-family neighborhoods to the fullest extent possible.

The City, in common with all municipalities in California, is obligated to adhere to the state-level ADU laws delineated in various Assembly Bills (ABs) and Government Codes. These state-level laws serve as the fundamental framework for ADU regulations throughout California. It is imperative to emphasize that the City has dutifully followed state laws and has fully utilized the discretion granted to local governments under these laws.

While adhering to these state-level laws, the City has also exercised its legal authority to impose more stringent rules and regulations in certain areas, provided that they do not infringe upon the minimum requirements established by state law.

The most noteworthy changes between the original code (17.03.072 Accessory Dwelling Units) and the revised code (17.03.072 Accessory Dwelling Units and Junior Accessory Dwelling Units) include the following:

**1. Maximum Number of ADUs per Lot:**

*Old Ordinance:* Only allowed one ADU on a lot with a single-family detached unit.

*New Ordinance:* Allows for one (1) ADU and one (1) Junior Accessory Dwelling Unit (JADU) per lot.

**The City's ordinance meets the maximum allowable restrictions provided by State law.**

**2. Maximum ADU Size:**

*Old Ordinance:* Limited the total floor area for a detached second dwelling unit to 1,200 square feet or 50% of the primary dwelling unit's living area, whichever was less.

*New Ordinance:* Specifies that detached one-bedroom/studio ADUs shall not exceed 850 square feet, and ADUs with two or more bedrooms shall not exceed 1,000 square feet.

**The City's ordinance meets the maximum allowable restrictions provided by State law.**

**3. Sale or Lease of ADUs:**

*Old Ordinance:* Allowed ADUs to be rented but did not specify any minimum rental period.

*New Ordinance:* Prohibits the sale of ADUs separately from the primary dwelling. Allows ADUs to be rented, but not for less than 30 days.

The City's ordinance does not allow ADUs to be sold separately from the primary dwelling. State laws allow the separate conveyance of ADUs from the primary dwelling *under certain conditions*, **making the City's stance stricter while still meeting the maximum allowable restrictions provided by State law.**

**4. Owner-Occupancy:**

*Old Ordinance:* Required the property owner to occupy either the primary or accessory dwelling.

*New Ordinance:* Requires the property owner to occupy either the primary unit or ADU if the ADU is approved before January 1, 2020, or after January 1, 2025. Specifies the definition of occupancy as lodging overnight for at least 183 nights per calendar year.

The updates to State ADU Law removed the owner-occupancy requirement for newly created ADUs effective January 1, 2020. The new owner-occupancy exclusion is set to expire on December 31, 2024; however, local agencies may not retroactively require owner-occupancy for ADUs permitted between January 1, 2020, and December 31, 2024.

**The City's ordinance meets the maximum allowable restrictions provided by State law.**

**5. Development Standards:**

*Old Ordinance:* Had fewer detailed development standards.

*New Ordinance:* Establishes detailed development standards for both attached and detached ADUs, including setbacks, lot coverage, exterior access, height, design, and utility connections.

With an adopted ADU ordinance in compliance with State law, a local government may apply objective development and design standards to allow for ministerial review. The new ADU ordinance introduces several key changes compared to the old ordinance.

<u>Setbacks:</u>

*Old Development Standard (Old Ordinance):*
- The old ordinance did not specify setbacks for attached or detached ADUs.

*New Development Standard (New Ordinance):*
- Attached ADUs: Require a minimum side and rear setback of four (4) feet.
- Detached ADUs: Detached ADUs not converted from existing accessory buildings shall have side and rear setbacks of four (4) feet minimum.

<u>Lot Coverage:</u>

*Old Development Standard (Old Ordinance):*
- The old ordinance required the combined lot coverage of the primary dwelling unit, the accessory dwelling unit, and any accessory structures not to exceed the maximum allowable lot coverage.

*New Development Standard (New Ordinance):*
- Attached ADUs: Must comply with all building coverage and yard area requirements for the primary unit.
- Detached ADUs: The total square footage of a detached ADU must not exceed the lot coverage requirements imposed by the HMC. However, an exception allows for an 800-square-foot (or smaller) detached ADU if certain conditions are met.

<u>Exterior Access:</u>

*Old Development Standard (Old Ordinance):*
- The old ordinance required that attached ADUs have independent exterior access from the existing residence.

*New Development Standard (New Ordinance):*
- Attached ADUs: Must have an access door that is separate and independent from the primary unit.
- Detached ADUs: Must have an access door that is separate and independent from the primary unit.

<u>Height:</u>

*Old Development Standard (Old Ordinance):*
- The old ordinance did not specify height restrictions for ADUs.

*New Development Standard (New Ordinance):*
- An ADU shall not cause the residential building's height to exceed the lower of: (1) 25 feet; or (2) the maximum permitted height of the primary unit as set forth by the HMC, whichever is greater.

Design:

*Old Development Standard (Old Ordinance):*
- The old ordinance did not provide specific design guidelines for ADUs, such as matching materials, colors, or style.

*New Development Standard (New Ordinance):*
- The design of an ADU shall appear as an integral part of the primary dwelling and incorporate the same materials, colors, and style as the exterior of the primary dwelling, including roof materials and pitch, eaves, windows, accents, distinctive features, and character-defining elements.

Utility Connections:

*Old Development Standard (Old Ordinance):*
- The old ordinance did not address utility connections in detail.

*New Development Standard (New Ordinance):*
- An attached ADU is not required to have a separate utility connection unless it is constructed in conjunction with a newly constructed residential unit in a single-family home.
- Subject to the Community Development Director's discretion, a new or separate water and sewage connection may be required for a detached ADU.

These differences in development standards between the old and new ordinances reflect the city's efforts to provide more specific and comprehensive regulations for ADUs, ensuring their compatibility with existing structures and neighborhoods while allowing for greater flexibility in certain circumstances.

**The City's ordinance meets the maximum allowable restrictions provided by State law.**

**6. Parking Requirements:**

*Old Ordinance:* Required off-street parking but did not specify criteria or exceptions as in the new ordinance.

*New Ordinance:* Requires one off-street parking space per ADU unless certain exceptions apply. Provides specific criteria for parking space location and exceptions.

**The City's ordinance meets the maximum allowable restrictions provided by State law.**

**7. Deed Restriction:**

*Old Ordinance:* Required a deed restriction but did not specify its content as comprehensively as the new ordinance.

*New Ordinance:* Requires the property owner to file a deed restriction that restricts the sale and rental of ADUs, among other things.

**The City's ordinance meets the maximum allowable restrictions provided by State law.**

**8. Fees:**

*Old Ordinance:* Required fees applicable to the construction of a single-family dwelling but did not specify fee structures as in the new ordinance.

*New Ordinance:* Establishes different fee structures based on ADU size and type, with no City impact fees for ADUs under 750 square feet.

**The City's ordinance meets the maximum allowable restrictions provided by State law.**

These specific differences highlight how, where allowed, the City's local ordinance imposes stricter regulations on ADUs compared to the broader laws of the State. These changes collectively aim to provide more clarity, flexibility, and regulation in the development of accessory dwelling units, addressing concerns related to size, occupancy, and impact on neighborhoods, while also aligning with the goal of the State of encouraging the construction of ADUs to help address housing needs.

**Fiscal Impact:**

Typically, a code amendment can cost anywhere between $150 - $400 for publishing. Both the legislative and city clerk professional services accounts are budgeted for these costs.

**CITY OF HUGHSON**
**CITY COUNCIL**
**ORDINANCE NO. 2023-04**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUGHSON AMENDING MUNICIPAL CODE CHAPTER 17.01 – GENERAL PROVISIONS, CHAPTER 17.02 – ZONING DISTRICTS, AND 17.03 – CITYWIDE REGULATIONS AND SPECIAL PROVISIONS TO TITLE 17 "ZONING", OF THE CITY MUNICIPAL CODE**

**WHEREAS,** the City desires to amend the Municipal Code as it pertains to Accessory Dwelling Units and Junior Accessory Dwelling Units as set forth herein.

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

**Section 1.** Section 17.01.090(S)(3) of Chapter 17.01 of Title 17 of the Hughson Municipal Code is amended to read as follows:

> "3. "Second dwelling unit" shall have the same definition as an "Accessory Dwelling Unit," as defined in Section 17.03.072 in this Title."

**Section 2.** Section 17.02.008(A)(4) of Chapter 17.02 of Title 17 of the Hughson Municipal Code is hereby deleted.

**Section 3.** Section 17.03.072 of Chapter 17.03 of Title 17 of the Hughson Municipal Code is amended to read as follows:

**"17.03.072 Accessory Dwelling Units and Junior Accessory Dwelling Units.**

A. Purpose. To regulate the creation and modification of accessory dwelling units and junior accessory dwelling units, consistent with the general plan, the provisions of the HMC, and all relevant provisions of state law, in all residential districts where permitted, to protect the integrity of the City's residential districts, and to ensure that accessory dwelling units and junior accessory dwelling units do not adversely impact adjacent residential parcels or the surrounding neighborhood.

B. Definitions. The following definitions shall apply to terms as they are used in this section.

    1. "Accessory Building" and "Accessory Structure" shall have the same meaning as the term "Accessory Building" as defined in HMC Section 17.01.090(A) as follows: "a detached building located on the same lot with the principal (main) building, the use of which is normally incidental and entirely secondary to that of the principal (main) building. A detached building shall be one that does not have a common wall with the principal (main) building on the same lot."

2. “Accessory Dwelling Unit” or “ADU” means an attached or detached residential unit located on the same parcel as the primary dwelling unit, which includes permanent provisions for living, sleeping, eating, cooking, and sanitation. An ADU also includes the following as required by state law:
    a. An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code, for occupancy by no more than two persons which have a minimum floor area of 150 square feet, and which may also have partial kitchen or bathroom facilities.
    b. A manufactured home, as defined in Section 18007 of the Health and Safety Code.

3. “Attached Accessory Dwelling Unit” means an ADU that shares a common wall with the primary residence, either by being constructed as a physical expansion (i.e., addition) of a primary residence, conversion of existing garage attached to a primary residence, conversion of existing habitable floor space within the primary residence, or installation of a new basement underneath an existing primary residence.

4. “Car Share Vehicle” means a type of car rental where people rent cars for short periods of time, often by the hour, with a designated pick up and drop off location.

5. “Detached Accessory Dwelling Unit” means an ADU that is constructed as a separate structure from the primary residence, or is a conversion of an existing detached accessory building, including a detached garage.

6. “Junior Accessory Dwelling Unit” or “JADU” means a unit that is no more than 500 square feet in size and is contained entirely within the walls of a proposed or existing single-family residence which provides living facilities for one or more persons. An efficiency kitchen, as defined in Section 65852.22 of the Government Code, qualifies as a JADU.

7. “Primary Unit” or “Primary Residence” means the building in which the principal residential use of the lot takes place.

8. “Residential Unit” means one or more rooms and a single kitchen area designed for occupancy by one family for living and sleeping purposes.”

C. General Requirements. Unless otherwise specified in this Section, all ADUs and JADUs shall meet the following requirements:

    1. Maximum Number of ADUs and JADUs Per Lot. Only one (1) ADU and one (1) JADU is permitted per lot.

    2. Maximum ADU Size. The total square footage for a detached one (1) bedroom/studio ADU shall not exceed 850 square feet. The total square footage for an ADU with two (2) or more bedrooms shall not exceed 1,000 square feet.

3. Sale. An ADU or JADU shall not be sold separately from the primary dwelling.
4. Rental. An ADU or JADU may not be rented for a term of less than thirty 30 days.

5. Owner-Occupancy. Unless otherwise amended by state law, the property owner must occupy either the primary unit or ADU if the ADU is approved before January 1, 2020 or after January 1, 2025. For the purposes of this section, occupancy shall consist of lodging in the applicable unit overnight for at least 183 nights per calendar year.

6. Permit. A building permit (in accordance with HMC Chapter 15.04) must be obtained from the Community Development and Building Departments prior to the construction of or modification of an existing structure into an ADU or JADU.

7. Compliance with Zoning Requirements. All ADUs and JADUs in the City shall comply with all other zoning requirements imposed by the HMC, except as modified by this Section or by state law.

8. Compliance with Building Requirements. Unless otherwise provided by this Section or by state law, all ADUs and JADUs shall meet all city building requirements as described in HMC Title 15 and any other relevant codes in effect at the time of construction.

9. Fees. Any applicable impact and/or utility connection and capacity fees must be paid before a building permit is issued. These fees shall be determined by the City Council and shall be approved and adjusted pursuant to the provisions of HMC Sections 13.04 and 13.08.

10. Historic Structures. ADUs associated with historic buildings or structures shall be subject to the guidelines contained in HMC 17.03.040G.

11. Deed Restrictions. Prior to receiving approval from the Community Development Department, an applicant desiring to build an ADU or JADU must record a deed restriction on the proposed ADU or JADU that meets the requirements described in subsection J.

D. Application and Approval of ADUs and JADUs.

1. Application Submission. Applications for an ADU and/or JADU shall be submitted to the Community Development Department and shall be accompanied by all required fees, project plans (drawn to scale) depicting all onsite improvements, and the location of the primary residence and the proposed Unit. Applications must be signed by the owner of the property. The project plans must include the location of existing trees and structures, architectural elevations showing the proposed unit and its relation to the

primary residence, a description of building materials, landscaping, exterior finishes to be used, parking to be provided, and any other information required by the Community Development Department to determine whether the proposed ADU or JADU conforms with the requirements of this Section.

2. Ministerial Approval. On lots with an existing single-family or multi-family dwelling, provided that all requirements of this section are met, the planning officer shall ministerially approve the application for an ADU or JADU within 60 days of receiving the completed application.

3. Density Exemption. The ADU shall be exempt from the calculation of density under the requirements of the relevant zoning district.

E. Development Standards – Attached ADUs. Unless otherwise provided in this Section or by state law, all attached ADUs must meet the following requirements:

1. Setbacks: attached ADUs must have side and rear setbacks of four (4) feet minimum.

2. Lot Coverage: ADUs constructed within an existing primary unit shall comply with all building coverage and yard area requirements for the primary unit.

3. Exterior Access: An attached ADU must have an access door that is separate and independent from the primary unit.

4. Interior Access: Attached ADUs may maintain an interior connection to the primary unit provided there is a fire-rated door separating the units that is lockable on both sides.

5. Expansion: An attached ADU built within an existing primary unit may only be expanded if necessary to accommodate ingress and egress. Such an expansion must not exceed 150 square feet.

6. Height: An attached ADU shall not cause the residential building's height to exceed the lower of: (1) 25 feet; or (2) the maximum permitted height of the primary unit as set forth by the HMC, whichever is greater.

7. Design: The design of an attached ADU shall appear as an integral part of the primary dwelling and incorporate the same materials, colors, and style as the exterior of the primary dwelling, including roof materials and pitch, eaves, windows, accents, distinctive features, and character defining elements.

8. Utility Connections: An attached ADU is not required to have a separate utility connection unless it is constructed in conjunction with a newly constructed residential unit in a single-family home.

F. Development Standards – Detached ADUs. Unless otherwise provided in this Section or by state law, all detached ADUs shall meet the following requirements:

1. Side and Rear Setbacks. Detached ADUs that are not conversions of existing accessory buildings shall have side and rear setbacks of four (4) feet minimum. No setbacks are required for detached ADUs constructed within an existing accessory building or in a new building constructed in the same location and to the same dimensions as an existing accessory building.

2. Front Setbacks. All detached ADUs shall be subject to the same front setback requirements applicable to the primary unit, except if said compliance would prohibit the construction of a detached ADU measuring 800 square feet that otherwise meets the requirements of this Section and all other applicable state laws.

3. Lot Coverage. The total square footage of a detached ADU must not exceed the lot coverage requirements imposed by the HMC. However, if this requirement would otherwise prohibit the applicant from building a detached ADU of 800 square feet or greater, the applicant will be permitted to construct an 800-square foot (or smaller) detached ADU that complies with the setback and height provisions of this subsection F.

4. Exterior Access. A detached ADU must have an access door that is separate and independent from the primary unit.

5. Expansion. A detached ADU built within an existing accessory building may only be expanded if necessary to accommodate ingress and egress. Such an expansion must not exceed 150 square feet.

6. Height. The height of a detached ADU shall not exceed: (1) 16 feet for lots with a single-family or multifamily dwelling; (2) 18 feet if the single-family or multifamily dwelling is located within one half mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code; or (3) 18 feet if the multi-family dwelling has multiple stories.

7. Design. The design of a detached ADU shall be subordinate to the primary dwelling in terms of size and building footprint. The detached building shall exhibit residential character and complement the primary dwelling in terms of proportions, roof form, and basic architectural features. Exterior materials and colors shall match those existing on the primary residence.

8. Utility Connections. Subject to his or her discretion, the Community Development Director may require a new or separate water and sewage connection to a detached ADU.

G. Development Standards – Junior Accessory Dwelling Units.

Unless otherwise stated in this subsection F, all the requirements of this chapter shall apply equally to Junior Accessory Dwelling Units. All JADUs, unless permitted by subsection G of this Section or are otherwise permitted by state law, shall meet the following requirements:

1. JADUs shall be created within the walls of a single-family residence, including attached garages.

2. JADUs shall not be constructed within accessory buildings or structures.

3. The maximum floor area for a JADU shall not exceed 500 square feet.

4. JADUs created in an attached garage are required to provide off-street covered replacement parking, as approved by the Planning Director. Other JADUs are not required to provide replacement parking spots.

5. All JADUs shall include, at minimum, and "Efficiency Kitchen," as defined in Section 65852.22 of the Government Code. A JADU may include separate sanitation facilities or share sanitation facilities with the primary unit.

6. All JADUs must have an exterior access door that is separate and independent of the primary unit.

H. Specifically Permitted Accessory Dwelling Units

ADUs and JADUs in the following categories are permitted in residential and mixed-use zones pursuant to state law and without further compliance with the provisions of this Section. ADUs approved pursuant to this subsection G are subject to the same fee structure provided in subsection I of this Section.

1. A JADU within a primary residence and an ADU within a primary residence or an existing accessory structure if (A) the proposed ADU or JADU has an exterior door that is independent from the existing residence, and (B) the side and rear setbacks are sufficient for fire safety. Up to 150 square feet may be added but only to accommodate ingress and egress to and from the existing accessory building.

2. One new detached ADU up to 800 square feet with a maximum height of 16 feet and four-foot side and rear setbacks, which may be combined with a JADU in the primary residence.

3. Multiple ADUs (at least one, or up to 25 percent of the existing multifamily units, whichever is greater) within portions of existing multifamily dwellings that are not used as livable space.

4. Two ADUs detached from an existing multifamily dwelling, with a maximum height of 16 feet and side and rear setbacks of at least 4 feet.

Any ADU constructed pursuant to this subsection shall not be rented out for a term of less than 30 days. Subject to his or her discretion, the Community Development Director may require a new or separate water and sewage connection to a unit constructed pursuant to this subsection if it is constructed with a new single-family home. This subsection does not entitle a property owner to construct more than one ADU or JADU on a single-family zoned lot.

I. Parking Requirements for ADUs.

1. One off-street parking space is required per ADU. Each required parking space must comply with the requirements set forth in HMC 17.03.060, unless otherwise stated this Section. A parking space required for an ADU may be provided as tandem parking, including on an existing driveway or in a side or rear yard area, unless specific findings are made by the Community Development Director that parking in setback areas or tandem parking is not feasible based on fire and safety conditions.

2. Exceptions: Notwithstanding the parking requirement in this subsection or the requirements of HMC 17.03.060, no off-street parking is required if the ADU:

   a. Is located within one-half mile of a public transit stop;
   b. Is located in a designated historic district;
   c. Is part of an existing primary residence or an existing accessory structure;
   d. Is located in an area requiring on-street parking permits, but they are not offered to the accessory dwelling unit occupant;
   e. Is located within one block of a Car Share Vehicle pickup/drop-off location; or
   f. Is converted from a garage, carport, or covered parking structure, or if such a structure is demolished in conjunction with the construction of an ADU.

J. Fees.

The fees applicable to ADUs and JADUs shall be determined by the following criteria:

1. Detached ADUs Under 750 Square Feet: No impact fees shall be charged for ADUs less than 750 square feet in size. Connection and capacity fees for water and sewage connections for detached ADUs may be charged in proportion to their size relative to the square footage of the primary unit.

2. Detached ADUs of 750 Square Feet and Greater: Connection, capacity, and impact fees may be charged for detached ADUs of 750 square feet and larger. Impact fees imposed pursuant to this subsection shall be proportionate to the size of the unit relative to the square footage of the primary residence.

3. JADUs and attached ADUs: No connection or capacity fees will be charged for ADUs or JADUs constructed within an existing primary unit. However, the City may impose connection and capacity fees upon attached ADUs constructed within a newly constructed single-family home.

4. School Fees: Any ADU greater than 500 square feet shall, pursuant to Section 17620 of the Education Code, pay school district impact fees as imposed by the Hughson Unified School District.

K. Deed Restriction.

Before obtaining a building permit for an ADU or JADU, the property owner shall file with the county recorder a declaration of agreement of restrictions, which has been approved by the City Attorney as to its form and content, containing a reference to the deed under which the property was acquired by the owner stating as follows:

1. For ADUs.
   a. The ADU shall not be sold separately from the primary unit;
   b. The accessory dwelling unit shall not be rented for less than thirty (30) days.

2. For JADUs.
   a. The JADU shall not be sold separately from the primary dwelling;
   b. The JADU is restricted to the maximum size allowed pursuant to this Section; and
   c. The JADU shall not be rented for less than thirty (30) days.
   d. The property owner shall occupy either the primary residential unit or the JADU on the property. If neither unit is owner-occupied, then the use of the property shall revert to a single-family occupancy.

3. The deed restrictions described in this subsection shall be binding upon any successor in ownership of the property and lack of compliance shall result in legal action against the property owner.

**Section 4.** This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

**Section 5.** If any provision of this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The city council hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portion thereof.

**Section 6.** This ordinance shall become effective thirty (30) days after its final passage.

**Section 7.** Within fifteen (15) days after its final passage, the City Clerk shall cause this ordinance to be posted in full accordance with Section 36933 of the Government Code. The foregoing ordinance was introduced, and the title thereof read at the regular meeting of the City Council of the City of Hughson held on October 9, 2023, and by a unanimous vote of the council members present, further reading was waived.

On motion of councilperson_____, seconded by councilperson _____, the second reading of the foregoing ordinance was waived, and this ordinance was duly passed by the City Council of the City of Hughson at a regular meeting thereof held on _____, by the following vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

_____
**GEORGE CARR, Mayor**

**ATTEST:**

_____
**ASHTON GOSE, City Clerk**

# CITY COUNCIL AGENDA ITEM NO. 5.1
# SECTION 5: PUBLIC HEARING

**Meeting Date:** **December 11, 2023**
**Subject:** **A. Adopt Resolution No. 2023-58, Amending the Authorized Services within the City of Hughson Citywide Public Safety and Maintenance Services Community Facilities District**
**B. Adopt Resolution No. 2023-59, Declaring the Results of a Special Election**
**C. Introduce and Waive the First Reading of Uncodified Ordinance No. 2023-05, Authorizing the Amendment of Authorized Services and the Levy of a Special Tax Lien**
**Enclosure:** **Amended Notice of Special Tax Lien**
**Presented By:** **Carla Jauregui, Community Development Director**

**Approved By:** _____
**City Manager**

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**Staff Recommendations:**

1. Adopt Resolution No. 2023-58, amending the authorized services within the City of Hughson citywide Public Safety and Maintenance Services Community Facilities District.

2. Adopt Resolution No. 2023-59, declaring the results of a Special Election.

3. Introduce and Waive the First Reading of Uncodified Ordinance No. 2023-05, authorizing the Amendment of Authorized Services and the levy of a special tax lien.

Staff recommends that the City Council conducts a Public Hearing, tabulates the returned ballots, adopt a Resolution Determining the Election Results, a Resolution Amending the Authorized Services within the City of Hughson Citywide Public Safety and Maintenance Services Community Facilities District, an Ordinance Authorizing the Amended Services and Levy of Special Tax, and direct the City Clerk to record the Amended Notice of Special Tax Lien with the County Recorder.

**Background and Discussion:**

The City of Hughson Citywide Public Safety and Maintenance Services Community Facilities District was formed for the purpose of levying a special tax, paid by new development, to help offset the costs of providing public safety and maintenance services for certain improvements, which are detailed in the Authorized Services portion of the Rate and Method of Apportionment for the CFD.

The following steps have already been performed, in accordance with the CFD Code, including those at the October 9th City Council meeting:

1. A Petition to form a CFD was signed and submitted by the property owner on September 14 of this year.

2. The Boundary Map for the District was recorded at the County Clerk Recorder's Office on January 5, 2023. The District boundaries are not changing.

3. A Resolution for the Consideration to Amend the Authorized Services within the CFD was adopted.

4. An Amended Resolution Calling for a Special Election on the proposed Amendment to the CFD was adopted.

Tonight's actions for the Council include:

1. Open and conduct a public hearing, allowing for testimony on the proposed amendment to the CFD.

2. Close the public hearing and ask that returned ballots be tabulated.

3. Announce the results of the ballot tabulation and adopt an Amended Resolution Declaring the Results of a Special Election.

4. Adopt a Resolution Authorizing the Amendment of the CFD.

5. Adopt/First Reading of an Amended Ordinance Authorizing the Amendment of Services and the Levy of Special Taxes.

The Amended CFD will provide funding for the following:

- Police services
- Fire protection and emergency services
- Landscape maintenance
- Street maintenance, including street sweeping
- Streetlight maintenance
- Sidewalk, curb, gutter and storm drain facilities maintenance
- Parks.

**Fiscal Impact:**

The CFD should have no impact on the City's General Fund, as these special taxes are to be borne by the property owners within the District.

The maximum annual special tax rates for fiscal year 2024/25 are as follows:

| **Taxable Property Type** | **Maximum Special Tax** |
|---|---|
| Single-Family Attached | $1,156.40 per parcel |
| Single-Family Detached | $1,156.40 per parcel |
| Multi-Family Residential | $693.84 per unit |
| Condominium-Townhome | $1,156.40 per parcel/unit |
| Commercial | $4,625.60 per acre |
| Industrial | $2,312.80 per acre |
| Undeveloped | $289.10 per acre (1 acre minimum) |

**CITY COUNCIL**
**CITY OF HUGHSON**
**RESOLUTION NO. 2023-58**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON FOR THE AMENDMENT OF AN EXISTING COMMUNITY FACILITIES DISTRICT AND TO LEVY A SPECIAL TAX THEREIN

**THE CITY OF HUGHSON CITY COUNCIL DOES HEREBY RESOLVE THAT:**

**WHEREAS**, on October 9, 2023, the City Council (the "City Council") adopted Resolution No. 2023-51 "Resolution of Consideration to Amend the Authorized Services in the City of Hughson Citywide Public Safety and Maintenance Services Community Facilities District, ("the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

**WHEREAS**, the Resolution of Consideration to Amend the Authorized Services is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein; and

**WHEREAS**, the Authorized Services to be provided, are set forth in *Exhibit A* attached hereto and hereby made a part hereof; and

**WHEREAS**, the City Council noticed a public hearing held on December 11, 2023, pursuant to the Act and the Resolution of Consideration to Amend the CFD, relating to the proposed Amendment to the Authorized Services within the CFD; and

**WHEREAS**, at the public hearing all interested persons desiring to be heard on all matters pertaining to the Amendment of the CFD were heard, and a full and fair public hearing was held; and

**WHEREAS**, at the public hearing, evidence was presented to this Council on said matters before it, including the Amended CFD Report (the "Report") as to the Authorized Services to be provided within the CFD and the costs thereof and incidental expenses related thereto, a copy of which is on file with the City Clerk, and the City Council, at the conclusion of said hearing, is fully advised in the premises; and

**WHEREAS**, written protests with respect to the Amendment of the CFD, the Amended Authorized Services were not filed with the City Clerk by two-thirds or more of the registered voters residing within the territory of the CFD or property owners of one-half or more of the area of land within the CFD and not exempt from the proposed special tax; and

**NOW THEREFORE**, the City Council resolves as follows:

**SECTION 1.** Recitals Correct. The foregoing recitals are true and correct.

**SECTION 2**. No Protest. The proposed Amendment to the Authorized Services provided within the CFD has not been precluded by a two-thirds protest pursuant to Section 53324 of the Act.

**SECTION 3.** Description of Services. The type of Authorized Services proposed to be financed by the CFD, and pursuant to the Act, shall consist of those items listed as the Services in Exhibit A, attached hereto, and by this reference are incorporated herein.

**SECTION 4.** Prior Proceedings Valid. The City Council now finds and determines that all proceedings up to and including the adoption of this Resolution were and are valid and in conformity with the requirements of the Act. This determination and finding is final and conclusive in accordance with Government Code Section 53325.1.

**SECTION 5.** Effectiveness. This Resolution shall take effect from and after its adoption.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 11th day of December 2023 by the following roll call vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**APPROVED:**

_____
**RANDY CROOKER, Mayor Pro Tem**

**ATTEST:**

_____
**ASHTON GOSE, City Clerk**

***EXHIBIT A***

**CITY OF HUGHSON**
**CITYWIDE PUBLIC SAFETY AND MAINTENANCE SERVICES**
**COMMUNITY FACILITIES DISTRICT**

**AMENDED DESCRIPTION OF SERVICES**

The City of Hughson, Citywide Public Safety and Maintenance Services Community Facilities District will levy an Annual Special Tax within the area for the purposes of providing funding for public services including, police services, fire protection and emergency services, landscape maintenance, streets, streetlights, sidewalks, curbs, gutters, storm drain facilities, and parks. Funding will also include the costs of personnel, equipment replacement, maintenance, and professional contract and administration services, and other services related thereto, including collection and accumulation of funds to pay for anticipated operating cost shortfalls and reserves for repair and replacement of improvements and equipment.

**CITY COUNCIL**
**CITY OF HUGHSON**
**RESOLUTION NO. 2023-59**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON DECLARING THE RESULTS OF A SPECIAL ELECTION FOR THE AMENDMENT OF AUTHORIZED SERVICES WITHIN CITY OF HUGHSON CITYWIDE PUBLIC SAFETY AND MAINTENANCE SERVICES COMMUNITY FACILITIES DISTRICT**

**WHEREAS**, on December 11, 2023, the City Council of the City of Hughson (the "City Council") adopted Resolution No. 2023-58 "Resolution for the Amendment of the City of Hughson Citywide Public Safety and Maintenance Services Community Facilities District (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

**WHEREAS**, under the provisions of the Resolution for the Amendment of the Authorized Services previously adopted by the City Council, the propositions of the amendment were submitted to the qualified electors of the CFD as required by provisions of the Act; and

**WHEREAS**, the special election has been held and the City Clerk has on file a Canvass and Statement of Results of Election (the "Canvass"), a copy of which is attached as *Exhibit A*; and

**WHEREAS**, the City Council has reviewed the Canvass, finds it appropriate and wishes to complete its proceedings for the CFD.

**NOW THEREFORE,** the City Council resolves as follows:

**SECTION 1.** Recitals. The foregoing recitals are all true and correct.

**SECTION 2.** Issues Presented. The issues presented at the special election were the amendment of authorized services within the CFD, pursuant to the Resolution for the Amendment of Authorized Services.

**SECTION 3.** Canvass and Issues Approved. The hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD. Pursuant to the Canvass, the issues presented at the special election were approved by the qualified electors of the CFD by more than two-thirds of the votes cast at the special election.

**SECTION 4.** Proceedings Approved. Pursuant to the voter approval, the CFD is hereby declared to be fully formed with the authority to levy the special tax, as provided in these proceedings and in the Act. It is hereby found that all prior proceedings and actions taken by the City Council with respect to the CFD were valid and in conformity with the Act.

**SECTION 5.** Amended Notice of Special Tax Lien. The City Clerk is hereby directed to complete, execute and cause to be recorded in the Office of the County Recorder of the County of Stanislaus, an amended notice of special tax lien in the form required by the Act, such recording to occur no later than 15 days following the adoption of this resolution by the City Council.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 11th day of December 2023 by the following roll call vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**APPROVED:**

_____

**RANDY CROOKER, Mayor Pro Tem**

**ATTEST:**

_____

**ASHTON GOSE, City Clerk**

***EXHIBIT A***

**CERTIFICATE OF CITY CLERK**
**CANVASS AND STATEMENT OF RESULTS OF ELECTION**

**CITYWIDE PUBLIC SAFETY AND MAINTENANCE SERVICES**
**COMMUNITY FACILITIES DISTRICT**

I, Ashton Gose, City Clerk of the City of Hughson (the "City") hereby certify:

I have personally received and assembled all ballots eligible to be cast in the special mailed-ballot, landowner election called by the City Council in its Resolution Calling for a Special Election in the City of Hughson Citywide Public Safety and Maintenance Services Community Facilities District, adopted October 9th, 2023, and in accordance with my instructions contained in that resolution, I hereby declare the election closed.

I personally, in the presence of the City Council, members of the public and city staff, counted the returned ballots and certify the results of that count to be as follows:

TOTAL VOTES THAT COULD BE CAST: _____

TOTAL VOTES CAST "YES" _____

TOTAL VOTES CAST "NO" _____

TOTAL VOTES CAST _____

THE VOTES CAST "YES" EQUAL _____% OF THE TOTAL VOTES CAST.

I make this Certification on December 11, 2023.

_____
Ashton Gose
City Clerk
City of Hughson

**CITY OF HUGHSON**
**CITY COUNCIL**
**UNCODIFIED ORDINANCE 2023- 05**

**AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUGHSON, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF HUGHSON CITYWIDE PUBLIC SAFETY AND MAINTENANCE SERVICES COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE AMENDMENT OF AUTHORIZED SERVICES AND THE LEVY OF A SPECIAL TAX THEREIN**

The City Council of the City of Hughson the ("City Council") does resolve as follows:

**WHEREAS,** the City Council has previously adopted Resolution No. 2023-____ entitled "A Resolution of Consideration to Amend the Citywide Public Safety and Maintenance Services Community Facilities District, stating its intention to conduct proceedings to Amend the City of Hughson Citywide Public Safety and Maintenance Services Community Facilities District (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code (the "Act"); and

**WHEREAS**, the Resolution for Consideration to Amend the CFD, set December 11, 2023, at 6:00 p.m., or as soon thereafter as practical, as the date of a public hearing on all matters pertaining to the Amendment of the CFD and the proposed additional Authorized Services the CFD (the "Authorized Services"); and

**WHEREAS**, a notice of public hearing was sent to all landowners within the CFD in accordance with the Act; and

**WHEREAS**, at the public hearing, evidence was presented to the City Council on such matters before it, including a report (the "Report") describing the services necessary to adequately meet the needs of the CFD and the estimated costs of financing such Authorized Services as required by Section 53321.5 of the Act; and

**WHEREAS**, at the public hearing, all persons desiring to be heard on all matters pertaining to the Amendment of the CFD and the Authorized Services were heard and a full and fair hearing was held; and

**WHEREAS**, prior to the public hearing, the City Council adopted a resolution entitled "Resolution of the City Council of the City of Hughson, California, Calling a Special Election and Submitting to the Qualified Electors of the CFD Propositions Regarding the proposed Amendment of the CFD" within said District (the "Resolution Calling for a Special Election") which called a special election of the qualified electors within the CFD; and

**WHEREAS**, pursuant to the terms of the Resolution Calling for a Special Election, an election was held in which qualified electors of the CFD approved the proposed amendment and levy of a special tax (the "Special Tax") within the CFD; and

**WHEREAS**, on December 11, 2023, the City Council adopted a resolution entitled "Resolution of the City Council of the City of Hughson, California, Declaring the Results of a Special Election in the City of Hughson Citywide Public Safety and Maintenance Services Community Facilities District", which directed the recording of an Amended Notice of Special Tax Lien" (the "Resolution Declaring Results of Election") which certified the results of the December 11, 2023 election conducted by the City Clerk, which results showed that more than two-thirds of the votes cast in the CFD were in favor of the proposition to levy the Special Tax within the CFD;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUGHSON DOES HEREBY FIND AND RESOLVE TO:**

Section 1. Recitals. The above recitals are all true and correct.

Section 2. Authorization of the Levy of a Special Tax. By the passage of this Ordinance, the City Council authorizes the levy of the Special Tax in the CFD in accordance with the Amended and Restated Rate and Method of Apportionment set forth in the Exhibit "B" to the Resolution for the Consideration to Amend the CFD, which is on file in the office of the City Clerk and incorporated by reference herein.

Section 3. Annual Rate Determination. The City Council is hereby further authorized to determine on or before August 10 each year, or such other date as is established by law or by the County Auditor-Controller of the County of Stanislaus, the specific Special Tax to be levied on each parcel of land in the CFD, except that special taxes to be levied shall not exceed the maximum rates set forth in the Amended and Restated Rate and Method, but the special tax may be levied at a lower rate.

Section 4. Exempt Property. Except as provided in Section 53340.1 of the Act and except for properties that a local agency is a landowner of within the meaning of subdivision (f) of Section 53317 of the Act, pursuant to Section 53340 of the Act, properties of entities of the state, federal and local governments shall be exempt from the levy of the Special Tax. Reference is hereby made to the Rate and Method for a description of other properties or entities that are expressly exempted from the levy of the Special Tax.

Section 5. Use of Collections. All of the collections of the Special Tax shall be used only as provided by the Act and in the Resolution of Formation. The Special Tax shall be levied only so long as needed for the purposes as described in the Resolution of Formation.

Section 6. Collection. The Special tax shall be collected in the same manner as ordinary ad valorem taxes and shall be subject to the same penalties and the same procedure, sale and lien in any case of delinquency as applicable for ad valorem property taxes; provided, however, that the Special Tax may be collected by direct billing by the City of the property owners in the CFD or in such other manner as may be provided by the City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to any delinquent Special Tax payments.

Section 7. Authorization. The specific authorization for adoption of the Ordinance is Section 53340 of the Act.

Section 8. Severability. If for any reason any portion of the Ordinance is found to be invalid, or if the Special Tax is found inapplicable for any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this Ordinance, and the application of the Special Tax to the remaining parcels within the CFD shall not be affected.

Section 9. Certification. The City Clerk shall certify the passage of this Ordinance and cause it to be published or posted in accordance with law.

Section 10. Publication. The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

The foregoing ordinance was introduced, and the title thereof read at the regular meeting of the City Council of the City of Hughson held on December 11, 2023, and by a unanimous vote of the council members present, further reading was waived.

On motion of councilperson __, seconded by councilperson __, the second reading of the foregoing ordinance was waived, and this ordinance was duly passed by the City Council of the Hughson City Council at a regular meeting thereof held on January 8, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**APPROVED:**

_____

**GEORGE CARR, Mayor**

**ATTEST:**

_____

**ASHTON GOSE, City Clerk**

**AMENDED NOTICE OF SPECIAL TAX LIEN**
**CITY OF HUGHSON**
**CITYWIDE PUBLIC SAFETY AND MAINTENANCE SERVICES**
**COMMUNITY FACILITIES DISTRICT**

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Government Code, the undersigned clerk of the legislative body of the City of Hughson, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City of Hughson, County of Stanislaus, State of California. The special tax secured by this lien is authorized to be levied for the purpose of providing for maintenance and servicing of streets, streetlights, sidewalks, storm drain and drainage facilities, parks, landscaping, water and sewer lines, and police services. Funding will also include the costs of personnel, equipment replacement, maintenance, and professional contract services and services related thereto, including collection and accumulation of funds to pay for anticipated operating cost shortfalls and reserves for repair and replacement of facilities and improvements.

The special tax is authorized to be levied within the City of Hughson, Citywide Public Safety and Maintenance Services Community Facilities District, (the "CFD") that has been officially formed and the lien of the special tax is a continuing lien that shall secure each annual levy of the special tax and that shall continue in force and effect until the special tax obligation ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of the authorized special tax is as follows: (please refer to the attached Rate and Method of Apportionment, as taken from the resolution of formation for City of Hughson, Citywide Community Facilities District). Conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are as follows: ***the Special Tax may not be prepaid***.

Notice is further given that upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the CFD, in accordance with Section 3115.5 of the Streets and Highways Code.

The name of the owner and the assessor's tax parcel number(s) of the real property included within this community facilities district and not exempt from the special tax are as follows:

**Owner: KB Home North Bay APN(s):018-017-002; 018-017-010 & 018-017-014**

Reference is made to the boundary map of the community facilities district recorded on January 5, 2023, at Volume 6 of Maps of Assessment and Community Facilities Districts at Page 74, in the office of the County Recorder for the County of Stanislaus, State of California which map is now the final boundary map of the community facilities district. Reference is also made to the previous Notice of Special Tax Lien, recorded on February 2, 2023, Doc-2023-000-4623. This Notice of Special Tax Lien supersedes the previous Notice.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the City Clerk at City of Hughson.

Attest:

_____

Ashton Gose: Deputy City Clerk, City of Hughson

# AMENDED RATE AND METHOD OF APPORTIONMENT
# CITY OF HUGHSON
# CITYWIDE PUBLIC SAFETY AND MAINTENANCE SERVICES
# COMMUNITY SERVICES DISTRICT

A Special Tax applicable to each Assessor Parcel in the CFD shall be levied and collected according to the tax liability determined by the City of Hughson or its designee, through the application of this rate and method of apportionment of Special Tax. All of the property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD, unless otherwise provided for the annexed property.

The City of Hughson (the "City") initiated proceedings to establish the Hughson Citywide Public Safety and Maintenance Services Community Facilities District, on December 12, 2022, by Resolution No. 22-63 (herein after referred to as "the District" or "CFD") for the purpose of funding the ongoing operation, maintenance and servicing of certain improvements, as detailed in this Rate and Method of Apportionment of Special Tax (herein after referred to as the "RMA").

Properties within the CFD's future annexation area shall be annexed into the CFD as new development occurs, unless exempted by law or by the provisions set forth in Section E below. The CFD's future annexation area shall be defined as the boundaries of the City. A boundary map showing the future annexation area, as well as all Parcels initially proposed to be within the CFD, are included in Exhibit A of this RMA. In compliance with the proceedings governing the formation of the CFD and according to the provisions of the adoption of this RMA, the Special Tax is proposed to be levied on each taxable Parcel within the boundaries of the CFD, except those exempted by law or the express provisions set forth in this RMA.

## A. GENERAL DEFINITIONS

The terms hereinafter set forth have the following meaning:

**"Acre"** or **"Acreage"** means the land area of an Assessor's Parcel as shown on County records, such as an Assessor's Parcel Map or secured roll data, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Subdivision Map, condominium plan, record of survey, or other recorded document creating or describing the Parcel. If the preceding maps for a land area are not available, the Acreage of such land area may be determined utilizing available spatial data and Geographic Information Systems (GIS). The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means the actual or reasonably estimated costs incurred by the Administrator acting for and on behalf of the CFD, to determine, levy and collect the Special Taxes, in responding to public inquiries regarding the Special Taxes, including general administrative costs, fees of consultants and legal counsel providing services related to the administration of the CFD; any amounts estimated or advanced by the City or CFD for any other administrative purposes; and, any other costs required to administer the CFD as determined by the Administrator.

**"Administrator"** means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

**"Annual Tax Escalation Factor"** means in each Fiscal Year following the Base Year, an increase in the Maximum Special Tax in effect in the prior Fiscal Year by an amount equal to the Consumer Price Index (CPI), for San Francisco-Oakland-Hayward, All Urban Consumers (CPI-U) (month of February) as published by the Department of Labor's Bureau of Labor Statistics, plus three percent (3.0%). If the CPI listed above is no longer published, the Administrator shall select a new index that is reasonably comparable to the CPI that is no longer published for purposes of calculating the Annual Tax Escalation Factor.

**"Annual Special Tax"** means the total Special Tax actually levied against all Taxable Properties in the CFD for a particular fiscal year.

**"Assessor's Parcel"** means a lot or parcel shown on a Stanislaus County Assessor's Parcel Map with an assigned Assessor's Parcel Number.

**"Assessor's Parcel Map"** means an official map of the County Assessor of the County designating lots or parcels by an Assessor's Parcel Number.

**"Assessor's Parcel Number" or "APN"** means a unique number assigned to an Assessor's Parcel by the County Assessor for purposes of identifying a property.

**"Authorized Services"** means those authorized maintenance activities and/or services, and expenses that may be funded by the CFD pursuant to the Act as amended, including, without limitation, those services authorized to be funded by the CFD as set forth in the documents adopted by the City Council at the time the CFD was formed and subsequently amended.

**"Base Year"** means the Fiscal Year beginning July 1, 2023 and ending June 30, 2024.

**"Building Permit"** means a single permit or set of permits required to construct an entire residential or non-residential structure, which is issued by the City prior to July 1st preceding the Fiscal Year in which the Special Tax is being levied.

**"Capital Replacement Reserve Fund"** means a fund that shall be maintained for the CFD for each Fiscal Year to provide for the accumulation and holding of funds for long-term capital projects, asset replacement, or other large anticipated expenditures.

**"CFD"** means the City of Hughson Citywide Public Safety and Maintenance Services Community Facilities District.

**"City"** means the City of Hughson.

**"City Council"** means the City Council of the City of Hughson, acting as the legislative body of the CFD.

**"City Manager"** means the City Manager of the City of Hughson or his or her designee.

**"Commercial Property"** means, in any fiscal year, all Developed Property for which a building permit or use permit has been issued for a commercial (non-residential) establishment which includes, but is not limited to, retail stores, clothing stores, book stores, convenience stores, drug stores, professional services (i.e., barber shops, dry cleaners), restaurants, supermarkets, hospitals, movie theaters, appliance and electronics stores, home supply stores, auto parts stores, and other retail uses. The City shall make the determination if a Parcel is Commercial Property.

**"County"** means the County of Stanislaus, State of California.

**"County Assessor"** means the Assessor of the County or his or her designee.

**"County Recorder"** means the Recorder of the County or his or her designee.

**"Developed Property"** means all Taxable Property for which a building permit was issued prior to the July 1st preceding the Fiscal Year in which the Special Tax is being levied.

"**Dwelling Unit**" means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

**"Exempt Property"** means all Assessors' Parcels that are exempt from the Special Tax pursuant to law or Section E herein.

**"Final Subdivision Map"** means a subdivision of property creating residential or non-residential buildable lots by recordation of a Final Subdivision Map or Parcel Map pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), or recordation of a condominium plan pursuant to the California Civil Code 1352, that creates individual lots for which building permits may be issued without further subdivision.

**"Fiscal Year"** means the period starting July 1st and ending on the following June 30th.

**"Industrial Property"** means, in any Fiscal Year, a Developed Property for which a building permit or use permit has been issued for construction of an industrial, manufacturing, or warehousing structure. The City shall make the determination if a Parcel is Industrial Property.

**"Land Use Class"** means any of the parcel types listed in Table 1.

**"Multi-Family Property"** means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for construction of a residential structure with five (5) or more Units that share a single Assessor's Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers.

**"Maximum Special Tax"** means the Maximum Special Tax, determined in accordance with Section C herein, which may be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

**"Operating Fund"** means a fund that shall be maintained for the CFD each Fiscal Year to provide for the maintenance and administration of the CFD, including a reserve fund to pay for delinquencies in the payment of Special Taxes.

**"Operating Fund Requirement"** means, for any Fiscal Year, an amount equal to costs associated with providing the Authorized Services and managing the CFD. In no event shall the Operating Fund Requirement in any Fiscal Year exceed the Special Tax Requirement for the CFD, without crediting the property owner's annual special tax levy in an amount equal to the funds available that are in excess of the Special Tax Requirement.

**"Operating Reserve Fund"** means the amount held in a fund that is used to pay for delinquencies in the payment of Special Taxes and any insufficiencies in funds to pay for the maintenance and administrative costs of the CFD for the first half of a Fiscal Year.

**"Proportionately"** means for Taxable Property that the ratio of the Annual Special Tax to the Maximum Special Tax is equal for all Taxable Property levied within each parcel classification as identified in Table 1 herein and within the boundaries of the CFD.

**"Public Property"** means any property within the boundaries of the CFD which (i) is owned by a public agency or expected to be owned by the federal government, State of California, County, City, or other public agency at the time of formation, (ii) has been irrevocably offered for dedication to a public agency, or (iii) is designated with specific boundaries and acreage on a Final Subdivision Map as property which will be owned by a public agency. For purposes of this definition, a public agency includes the federal government, the State of California, the County and/or the City.

**"Single Family Attached Property"** means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two (2) or more Units that share common walls, have separate Assessor's Parcel numbers assigned to them, and are offered as for-sale Units, including such residential structures that meet the statutory definition of a condominium contained in California Civil Code Section 1351.

**"Single Family Detached Property"** means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

**"Special Tax"** means the Special Tax levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement.

**"Special Tax Requirement"** means the amount, as determined by the Administrator for any Fiscal Year, to: (i) pay the costs of providing the Authorized Services during such fiscal year, (ii) pay Administrative Expenses associated with the Special Tax, (iii) establish or replenish the Operating Reserve Fund, (iv) establish or replenish the Capital Replacement Reserve Fund, (v) pay incidental expenses related to the Authorized Services as authorized pursuant to the Act, (vi) fund the shortfall, if any, in the Special Tax revenues collected in the preceding Fiscal Year where such shortfall resulted from delinquencies in the payment of Special Taxes in such Fiscal Year that

exceeded the estimated Special Tax delinquency amount included in the Special Tax Requirement for the preceding Fiscal Year, less (vii) any excess funds available in the Operating Reserve Fund, Capital Replacement Reserve Fund, or other funds associated with the CFD as determined by the Administrator.

**"State"** means the State of California.

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of the CFD that are not Exempt Property.

**"Tax Zone"** means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. Additional Tax Zones may be created when property is annexed to the CFD and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. All of the property within the proposed boundaries of the CFD and at the time of formation of the CFD are in Tax Zone No. 1.

**"Tax Zone No. 1"** means all property located within the area identified as Tax Zone No. 1, shown in Exhibit A of this RMA, subject to the interpretation of the Administrator as described in Section B.

**"Undeveloped Property"** means, in any Fiscal Year, all parcels of Taxable Property in the CFD for which a building permit for new construction was not issued prior to July 1st of the preceding Fiscal Year.

**"Unit"** means an individual single-family detached unit, or an individual attached residential unit within a duplex, triplex, four-plex, townhome, condominium, or apartment structure.

## B. ASSIGNMENT TO CATEGORIES OF SPECIAL TAX

Each Fiscal Year, beginning with Fiscal Year 2023/24, using the definitions above, each Assessor's Parcel within the boundaries of the CFD shall be classified by the Administrator as Taxable Property or Exempt Property. Commencing with Fiscal Year 2023/24 and for each subsequent fiscal year, Taxable Property shall be subject to the levy of Special Taxes pursuant to Section C below. In addition, in each such Fiscal Year, each Assessor's Parcel of Taxable Property shall be further classified by the Administrator as Developed Property or Undeveloped Property.

## C. MAXIMUM SPECIAL TAX RATE

The Maximum Special Tax for any Assessor's Parcel classified as Developed Property or Undeveloped Property shall be determined by reference to the following table:

**TABLE 1**

**Tax Zone No. 1 – Parkwood**

**Maximum Special Tax Rates By Land Use**
**Citywide Public Safety and Maintenance Services Community Facilities District**
**Fiscal Year 2023/24**

| Taxable Property Type | Maximum Special Tax |
|---|---|
| Single-Family Attached | $1,156.40 per parcel |
| Single-Family Detached | $1,156.40 per parcel |
| Multi-Family Residential | $693.84 per unit |
| Condominium-Townhome | $1,156.40 per parcel/unit |
| Commercial | $4,625.60 per acre |
| Industrial | $2,312.80 per acre |
| Undeveloped | $289.10 per acre (1 acre minimum) |

Multi-Family parcels are taxed at 60% of a single-family or condominium rate.
Commercial parcels are taxed at four times the single-family rate, per acre.
Industrial parcels are taxed at two times the single-family rate, per acre.
Undeveloped parcels are taxed at 25% of a single-family rate, per acre.

Under no circumstances will the Special Tax levied against any Assessor's Parcel be increased because of delinquency or default by the owner of any other Assessor's Parcel within the CFD by more than ten percent (10%) above what such Special Tax would have been in the absence of delinquencies.

Escalation of the Maximum Special Tax

Each Fiscal Year following the Base Year, the Maximum Special Tax shall be increased in accordance with the Annual Tax Escalation Factor as provided in this Rate and Method of Apportionment of Special Tax.

## D. METHOD OF APPORTIONMENT OF SPECIAL TAX

Commencing with Fiscal Year 2023/24, and for each subsequent Fiscal Year, the Administrator shall levy the Special Tax at the rates established in Section C on all Taxable Property within the boundaries of the CFD until the total amount of Special Tax levied equals the Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

1. The Special Tax shall be levied proportionately on each Assessor's Parcel of Developed Property up to one hundred percent (100%) of the applicable Maximum Special Tax.

2. If additional monies are needed to satisfy the Special Tax Requirement after Developed Property has been levied one hundred percent (100%) of their Maximum Special Tax, the remaining amount needed to satisfy the Special Tax Requirement shall be levied proportionately on each Assessor's Parcel of Undeveloped Property at up to one hundred percent (100%) of the Maximum Special Tax.

## E. EXEMPTIONS

The Administrator shall classify the following as Exempt Property: Public Property and Assessor's Parcels with public or utility easements making impractical their utilization for any use other than the purposes set forth in the easement.

If the use of an Assessor's Parcel changes so that such Assessor's Parcel is no longer eligible to be classified as Exempt Property under this section, such Assessor's Parcel shall be deemed to be Taxable Property.

## F. PREPAYMENT OF SPECIAL TAX

The Maximum Special Tax may not be prepaid and shall continue to be levied in accordance with Section D of this Rate and Method of Apportionment of Special Tax on an annual basis on all Taxable Property in the CFD for the purpose of funding the ongoing Authorized Services.

## G. TERM OF THE SPECIAL TAX

Parcels in the CFD will remain subject to the Special Tax in perpetuity, unless and until such time the City determines the revenues are no longer needed, in which case the Special Tax shall cease to be levied and the City shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax shall additionally identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

## H. REVIEW/APPEALS

The Administrator may establish such procedures, as it deems necessary to undertake the review of any such appeal of any property owner. The Administrator shall interpret this Rate and Method of Apportionment of Special Tax and make determinations relative to the annual administration of the Special Tax and any property owner appeals, as herein specified.

Any property owner who believes that the amount of the Special Tax levied on their Assessor's Parcel is in error shall first consult with the Administrator regarding such error. If following such consultation, the Administrator determines that an error has occurred, the Administrator or designee shall take any of the following actions to correct the error:

- Amend the Special Tax levy on the property owner's Assessor's Parcel(s) for the current fiscal year,

- Require the CFD to reimburse the property owner for the amount of an overpayment to the extent of available CFD funds, or,
- Grant a credit against, eliminate or reduce the future Special Taxes on the property owner's Assessor's Parcel(s) for overpayment for the current fiscal year.

If following such consultation and action (if any by the Administrator), the property owner believes such error still exists, such person may file a written notice with the City Manager appealing the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action (if any by the City Manager), the property owner believes such error still exists, such person may file a written notice with the City Council appealing the amount of the Special Tax levied on such Assessor's Parcel.

If the City Manager, City Council or designee determines an error exists, the CFD Administrator shall take any actions as described in this section, in order to correct the error. The decision of the City Council shall be final and binding to all persons.

## I. INTERPRETATIONS

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the Rate and Method of Apportionment of Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. The City may make interpretations by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

## J. MANNER OF COLLECTION

The annual Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the Administrator, may, at the sole discretion of the City, directly bill the Special Tax, and may collect the Special Taxes at a different time or in a different manner as necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the Administrator.

## K. REPEAL OF SPECIAL TAX

If the levy of the Special Tax is repealed by initiative or any other action participated in by the property owners of Assessor's Parcels in the CFD, the City shall cease to levy the Special Tax and shall cease to be obligated to provide the Authorized Services for which the Special Tax was levied. The obligation to provide the Authorized Services previously funded by the repealed Special Tax shall become the joint obligations of the property owners of Assessor's Parcels within the CFD.

# CITY COUNCIL AGENDA ITEM NO. 6.1
# SECTION 6: NEW BUSINESS

| | |
|---|---|
| **Meeting Date:** | **December 11, 2023** |
| **Subject:** | **Review and Approve a One-Time Repair Expense to COIT Cleaning and Restoration Services** |
| **Enclosures:** | **Map of Incident Location (Water Lines)**<br>**Incident Report**<br>**Invoice for Services** |
| **Presented By:** | **Ashton Gose, Executive Assistant/City Clerk** |
| **Approved By:** | Merry Mayhew<br>**City Manager** |

---

**Staff Recommendation:**

Approve a one-time repair expense to COIT Cleaning and Restoration Services, in the amount of $51,024.05.

**Background and Discussion:**

On September 20, 2023, after valves continued to malfunction, staff from the Water Department was asked to assist Hensley's Paving and General Engineering, Inc. (Walker Lane Sidewalk Project), with a water main line isolation, in order to abandon a 2-inch water line (*orange highlight on the map*) that was feeding three homes on Walker Lane.

After several attempts to isolate the 2-inch line, by turning corporation stops located at the *"T" on the map*, staff realized that there was no reduction in pressure to the 2-inch line. After discussion and review, staff came to the assumption that water may be coming through the 2 ½ inch line (*yellow highlight on the map*), and turned the valve located on that line, thinking that water would be shut off.

About thirty minutes later, leaks began to appear at the corners of Tully Road and Locust Street, 1st Street and Locust Street, and 1st Street and Walker Lane. Several hours passed while trying to stop these leaks. During this process, staff found open-ended/non-capped pipes that were attached to the 2 ½ inch line and then proceeded to turn the valve again and stopped the flow of water.

On September 22, 2023, City Hall was notified of water flooding inside the home of 2118 1st Street. The homeowner had been out of town and did not know about the flooding prior to the 22nd. Water department staff was called out, and after assessing

the situation, and confirming this damage was caused by the 2 ½ inch line leaks, water staff called out emergency restoration services to rectify the damage.

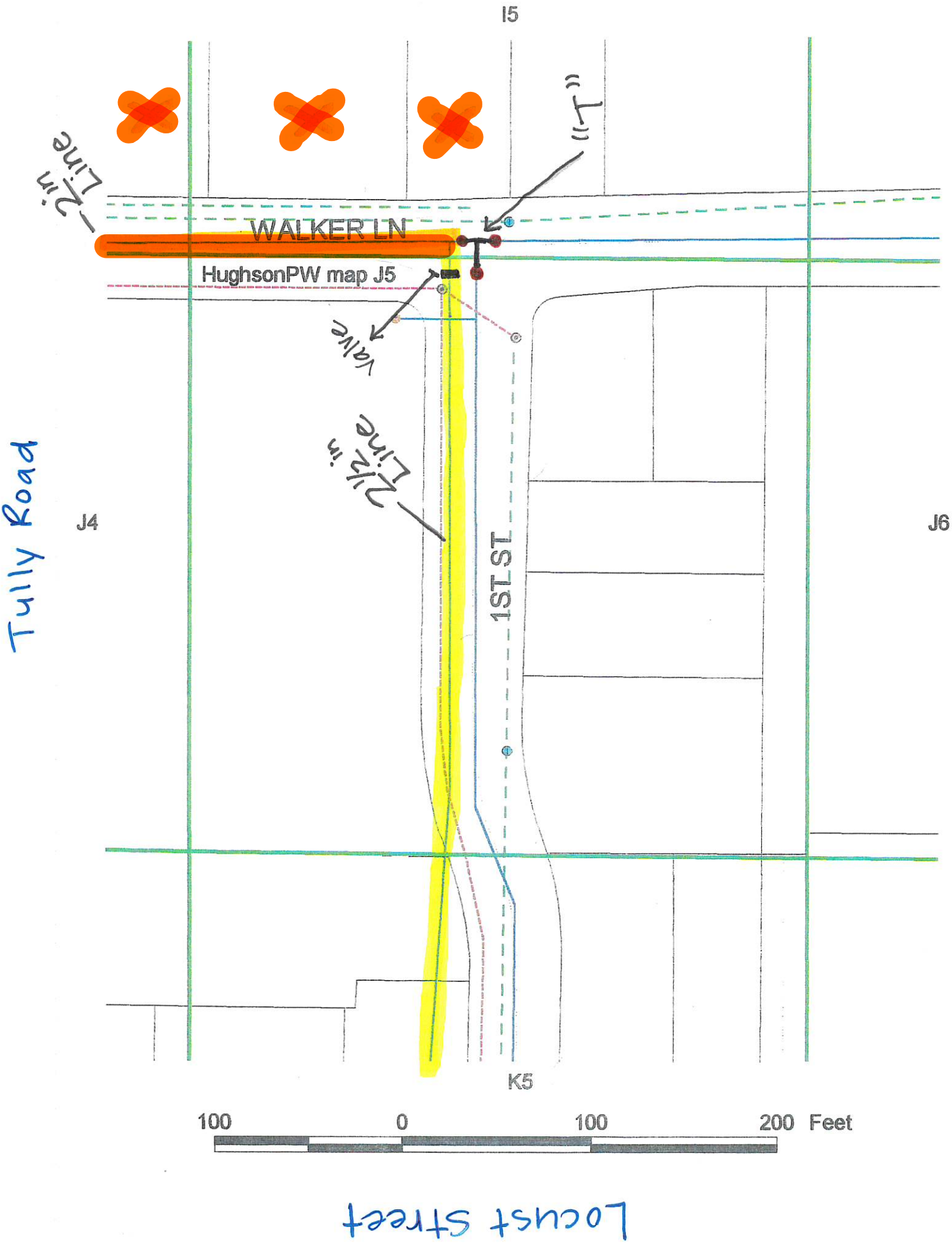
Acclamation Insurance Management Services (AIMS), the City's third-party claim adjustor through our Risk Management Authority (RMA) was contacted on September 22, 2023, as soon as administrative staff became aware of this situation.

According to AIMS, since restoration services were called out by City staff, this portion of the potential claim would not be considered third party and would not be covered. Doug Redifer, the City's Liability Adjustor, also informed staff that if a claim was filed by the homeowner, that AIMS, on behalf of the City, would not acknowledge negligence by City staff and therefore would not accept liability in this situation, and would recommend denying the claim. Because the damage did not affect City property, this loss is not insured through the RMA, and cannot be submitted as a claim on behalf of the City.

The attached invoice includes the initial restoration of the damage and all associated repairs.

**Fiscal Impact:**

Funds for this expense will be paid out of the Water Fund, Professional Services account (Fund 240), which has a balance of approximately $82,718. If approved, staff will make a budget adjustment for Fiscal Year 2023-2024 to cover the cost of the expense out of the Water Fund, Professional Services account.


I5
WALKER LN
HughsonPW map J5
"T"
Valve
2 in Line
2 1/2 in Line
1ST ST
J4
J6
K5
Tully Road
Locust Street
100
0
100
200 Feet

# City of Hughson
# Incident Report

| | |
|---|---|
| **Employee Name:** Neil Raya | |
| **Position/Department:** [redacted] | Interim Superintendent / Utilities |
| **Date:** 9/22/23 | |

| **Incident** | |
|---|---|
| **Date and time of incident/accident:** 9/20/23 11:00am | |
| **Location/Address of incident/accident:** 2118 1st. St. | |
| **Additional person/s involved in the incident and their association:** | **Description of incident:** See Attached |
| **Police Notified:** ☐ Yes ☒ No | **What specific loss or damages did claimant receive (if applicable)?** Residence was flooded with water. Floor and wall had water damage. |

| **Witnesses** | |
|---|---|
| **Name:** | **Contact Info:** |
| **Name:** | **Contact Info:** |

| **Non-Employee Information** | |
|---|---|
| **Non-Employee Name:** Tyler Snodgrass | **Date:** 9/22/23 |
| **Address:** 2118 1st. St. | **Phone Number:** 209-620-7438 |
| **Do you intend to file a claim against the City?** | (X) **YES** ( ) **NO** |

| | | |
|---|---|---|
| **Employee Name:** | **Signature:** | **Date:** |
| **Non-Employee Name:** | **Signature:** | **Date:** |
| **Supervisor Name:** Neil Raya | **Signature:** | **Date:** 9/25/23 |
| **Administration Name:** | **Signature:** | **Date** |
| **Claim filed for damages:** ☒ Yes ☐ No | | |

On Wednesday September 20th we assisted the contractor on the Walker sidewalk project. Contractor wanted to isolate the main water line to abandon a 2" water line that was feeding three homes. That 2" inch line was connected to a T that had a corporation stop on the other side. When trying to isolate the main street valves on each side of T there was no reduction in pressure. Upon discussion with contractor, it was decided to turn the 2" corporation stop on the other side of the T to furthermore attempt to isolate the main water line, not knowing there was an unknown abandoned line connected to the live water main. It should have never been installed to the live water main, being abandoned. That then caused leaks at Tully and locust, 1st St. & Locust, 1st St.& Walker, and not knowing because resident was not home a leak at 2118 1ST St. All leaks were open ended pipes with no caps or dead ends. The 2" corporation line was shut down and all leaks stopped. On Friday September 22nd city hall was notified of water flooding inside the home of 2118 1st. The contractor, engineers, and management are still in discussion on how to proceed in the best way of disconnecting the 2" lines to the three homes and to the abandoned 2" line.

Neil Raya
City of Hughson
Interim Utilities Superintendent
209-416-9067
nraya@hughson.org

COIT
CLEANING & RESTORATION SERVICES

# INVOICE

YOUR ACCOUNT #: MOD-000014825
DATE: 11/27/2023
PAGE: 1

**Coit Restoration**
PLEASE REMIT PAYMENT TO:
4210 Kiernan Ave, Modesto CA 95356
Phone: 209-545-2648 Fax: 209-543-0593
www.forCOIT.com

AMOUNT PAID:_____

CITY OF HUGHSON
PO BOX 9
Hughson, CA 95326

Please Return Top Portion with Your Payment

Coit Restoration, 4210 Kiernan Ave, Modesto, CA 95356 - P: 209-545-2648 F: 209-543-0593
INVOICE FOR: CITY OF HUGHSON

| YOUR ACCT # | DATE | PAYMENT TERMS |
|---|---|---|
| MOD-000014825 | 11/27/2023 | ATTN: ASHTON GOSE |

| Invoice Date | Invoice # | Description | Debit | Credit | Balance |
|---|---|---|---|---|---|
| 11/24/23 | MOD-S-000044152-RW | REPAIRS ARE COMPLETE | 51,024.05 | | 51,024.05 |

**TOTAL DUE: $51,024.05**

**ACCOUNT AGING**

| CURRENT | 31 - 60 DAYS | 61 - 90 DAYS | OVER 90 DAYS |
|---|---|---|---|
| 51,024.05 | | | |

Make all checks payable to Coit Restoration
A monthly Finance Charge of 1.5% will be applied to all invoices after 10 days from Invoice Date
A 3% convenience fee will be applied to credit card payments over $5,000
**THANK YOU FOR CHOOSING COIT FOR ALL YOUR CLEANING & RESTORATION NEEDS**

**Coit Services**

4210 Kiernan Ave.
Modesto, CA 95356
(209) 545-2648 - FAX (209) 545-6319
Contractor's License No. 678119 - Federal ID No. 770072945

| | | | |
|---|---|---|---|
| Insured: | City of Hughson | Cellular: | (209) 620-7438 |
| Property: | 2118 1st St<br>Hughson, CA 95326 | Business: | (209) 448-0536 |
| | | E-mail: | agose@hughson.org |
| Estimator: | Darrell Sawyer | Business: | (209) 345-1261 |
| | | E-mail: | dsawyer@coitservices.com |

**Claim Number:** NOT PROVIDED **Policy Number:** NOT PROVIDED **Type of Loss:** Cat 3

| | | | |
|---|---|---|---|
| Date Contacted: | 9/25/2023 8:00 AM | | |
| Date of Loss: | 9/25/2023 8:00 AM | Date Received: | 9/25/2023 8:00 AM |
| Date Inspected: | 9/25/2023 8:00 AM | Date Entered: | 10/3/2023 12:00 PM |

Price List: MODESTOCS_7
Restoration/Service/Remodel
Estimate: 44152-CITY-HUGHSON

The following estimate represents a fair and reasonable figure to perform the asbestos abatement, microbiological clean up and related repairs.

**Please note:** These repairs are not performed using Prevailing Wages.

**Cause report:** Street work was being performed on 1st when a underground water line was activated which flooded the above listed address. Because the water come from a stale source and run along the ground before entering Mr. Snodgrass's home, the water is considered to be Category 3 or black water.

**Scope of work:** Asbestos abatement, microbiological clean up and related repairs.

**Persons present at the time of my inspection:** Tyler Snodgrass the property owner and Neil from the City of Hughson.

If you have any questions please do not hesitate to call,

Thank you,
Darrell Sawyer
Coit Services
209-345-1261
dsawyer@coitservices.com

**Coit Services**

4210 Kiernan Ave.
Modesto, CA 95356
(209) 545-2648 - FAX (209) 545-6319
Contractor's License No. 678119 - Federal ID No. 770072945

**44152-CITY-HUGHSON**

**Main Level**

**Main Level**

| DESCRIPTION | QTY |
|---|---|
| 1. Batt insulation - 4" - R15 - paper / foil faced | 188.01 SF |
| 2. Final cleaning - construction - Residential | 358.69 SF |

**Living Room** — **Height: 7' 2"**

| DESCRIPTION | QTY |
|---|---|
| 3. Vinyl plank flooring | 128.08 SF |
| 4. Baseboard - 6" MDF - flat profile | 36.00 LF |
| 5. Seal & paint baseboard, oversized - two coats | 36.00 LF |
| 6. 1/2" - drywall per LF - up to 4' tall | 36.00 LF |
| 7. Texture drywall - light hand texture | 0.00 SF |
| 8. Seal the surface area w/PVA primer - one coat | 0.00 SF |
| 9. Paint the walls and ceiling - two coats | 374.92 SF |
| 10. Detach & Reset TV Brackets - Wall mounted | 1.00 EA |
| 11. Window trim set (casing & stop) | 66.17 LF |
| 12. Paint door/window trim & jamb - 2 coats (per side) | 3.00 EA |
| 13. Detach & Reset Door lockset & deadbolt - exterior | 1.00 EA |
| 14. R&R Exterior door - metal - insulated / wood - High grade | 1.00 EA |
| 15. Prime & paint door slab only - exterior (per side) | 2.00 EA |
| 16. Window blind - horizontal or vertical - Detach & reset | 1.00 EA |

**Kitchen** — **Height: 7' 2"**

| DESCRIPTION | QTY |
|---|---|
| 17. Vinyl plank flooring | 65.78 SF |
| 18. Baseboard - 6" MDF - flat profile | 15.92 LF |
| 19. Seal & paint baseboard, oversized - two coats | 15.92 LF |
| 20. 1/2" - drywall per LF - up to 4' tall | 15.92 LF |
| 21. Texture drywall - light hand texture | 0.00 SF |
| 22. Seal the surface area w/PVA primer - one coat | 0.00 SF |
| 23. Paint the walls and ceiling - two coats | 257.38 SF |
| 24. R&R Smoke detector | 1.00 EA |
| 25. Cabinetry - lower (base) units | 9.47 LF |
| 26. Add for lazy susan | 1.00 EA |
| 27. Countertop - post formed plastic laminate | 9.47 LF |

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Modesto, CA 95356
(209) 545-2648 - FAX (209) 545-6319
Contractor's License No. 678119 - Federal ID No. 770072945

**CONTINUED - Kitchen**

| DESCRIPTION | QTY |
|---|---|
| 28. Add-on for mitered corner (Countertop) | 1.00 EA |
| 29. Install Sink - single | 1.00 EA |
| 30. Install Sink faucet - Kitchen | 1.00 EA |
| 31. Dishwasher connection | 1.00 EA |
| 32. R&R Angle stop valve | 2.00 EA |
| 33. Install Garbage disposer | 1.00 EA |
| 34. Install Range - freestanding - electric | 1.00 EA |
| 35. Install Range hood | 1.00 EA |
| 36. Sink strainer and drain assembly | 1.00 EA |
| 37. Seal & paint cabinetry - lower - faces only | 9.97 LF |
| 38. Seal & paint cabinetry - upper - faces only | 22.25 LF |
| 39. Window trim set (casing & stop) | 47.83 LF |
| 40. Paint door/window trim & jamb - 2 coats (per side) | 2.00 EA |
| 41. Detach & Reset Door lockset & deadbolt - exterior | 1.00 EA |
| 42. R&R Exterior door - metal - insulated / wood - High grade | 1.00 EA |
| 43. Prime & paint door slab only - exterior (per side) | 2.00 EA |
| 44. Window blind - horizontal or vertical - Detach & reset | 1.00 EA |

**Bedroom** **Height: 7' 2"**

**Subroom: Bed Closet (1)** **Height: 7' 2"**

| DESCRIPTION | QTY |
|---|---|
| 45. Vinyl plank flooring | 130.36 SF |
| 46. Baseboard - 6" MDF - flat profile | 50.86 LF |
| 47. Seal & paint baseboard, oversized - two coats | 50.86 LF |
| 48. 1/2" - drywall per LF - up to 4' tall | 50.86 LF |
| 49. Texture drywall - light hand texture | 305.16 SF |
| 50. Seal more than the floor perimeter w/PVA primer - one coat | 305.16 SF |
| 51. Paint the walls and ceiling - two coats | 480.86 SF |
| 52. Window trim set (casing & stop) | 88.33 LF |
| 53. Paint door/window trim & jamb - 2 coats (per side) | 6.00 EA |
| 54. Paint door slab only - 2 coats (per side) | 2.00 EA |
| 55. R&R Door opening (jamb & casing) - 32"to36"wide - paint grade | 2.00 EA |
| 56. Detach & Reset Door knob - interior | 2.00 EA |
| 57. Window blind - horizontal or vertical - Detach & reset | 2.00 EA |

**Bathroom** **Height: 7' 2"**

| DESCRIPTION | QTY |
|---|---|

**Coit Services**

4210 Kiernan Ave.
Modesto, CA 95356
(209) 545-2648 - FAX (209) 545-6319
Contractor's License No. 678119 - Federal ID No. 770072945

**CONTINUED - Bathroom**

| DESCRIPTION | QTY |
|---|---|
| 58. R&R Vanity with granite or marble top | 2.50 LF |
| 59. 1/2" - drywall per LF - up to 4' tall | 21.21 LF |
| 60. Texture drywall - light hand texture | 127.25 SF |
| 61. Vinyl plank flooring | 34.47 SF |
| 62. Baseboard - 6" MDF - flat profile | 21.21 LF |
| 63. R&R Door opening (jamb & casing) - 32"to36"wide - paint grade | 1.00 EA |
| 64. Sink faucet - Bathroom - High grade | 1.00 EA |
| 65. P-trap assembly - ABS (plastic) | 1.00 EA |
| 66. Sink drain assembly with stop | 1.00 EA |
| 67. R&R Angle stop valve | 3.00 EA |
| 68. Toilet | 1.00 EA |
| 69. Toilet seat | 1.00 EA |
| 70. Seal & paint baseboard, oversized - two coats | 21.21 LF |
| 71. Paint door slab only - 2 coats (per side) | 2.00 EA |
| 72. Paint door/window trim & jamb - 2 coats (per side) | 1.00 EA |
| 73. Paint door or window opening - 2 coats (per side) | 1.00 EA |
| 74. Paint the walls and ceiling - two coats | 207.96 SF |
| 75. Seal more than the floor perimeter w/PVA primer - one coat | 127.25 SF |
| 76. Detach & Reset Door knob - interior | 1.00 EA |
| 77. Detach & Reset Light bar - 2 lights | 1.00 EA |
| 78. Detach & Reset Mirror - framed | 6.00 SF |

**Asbestos Abatement**

| DESCRIPTION | QTY |
|---|---|
| 79. Contamination - pre asbestos test (Bid Item) | 1.00 EA |
| **Note: This was performed by Bovee Environmental** | |
| 80. Asbestos Abatement | 1.00 EA |
| **Note: This was performed by 1-888-4-Abatement.** | |
| 81. Contamination - post clearance test - (Bid Item) | 1.00 EA |
| **Note: This was performed by Bovee Environmental** | |

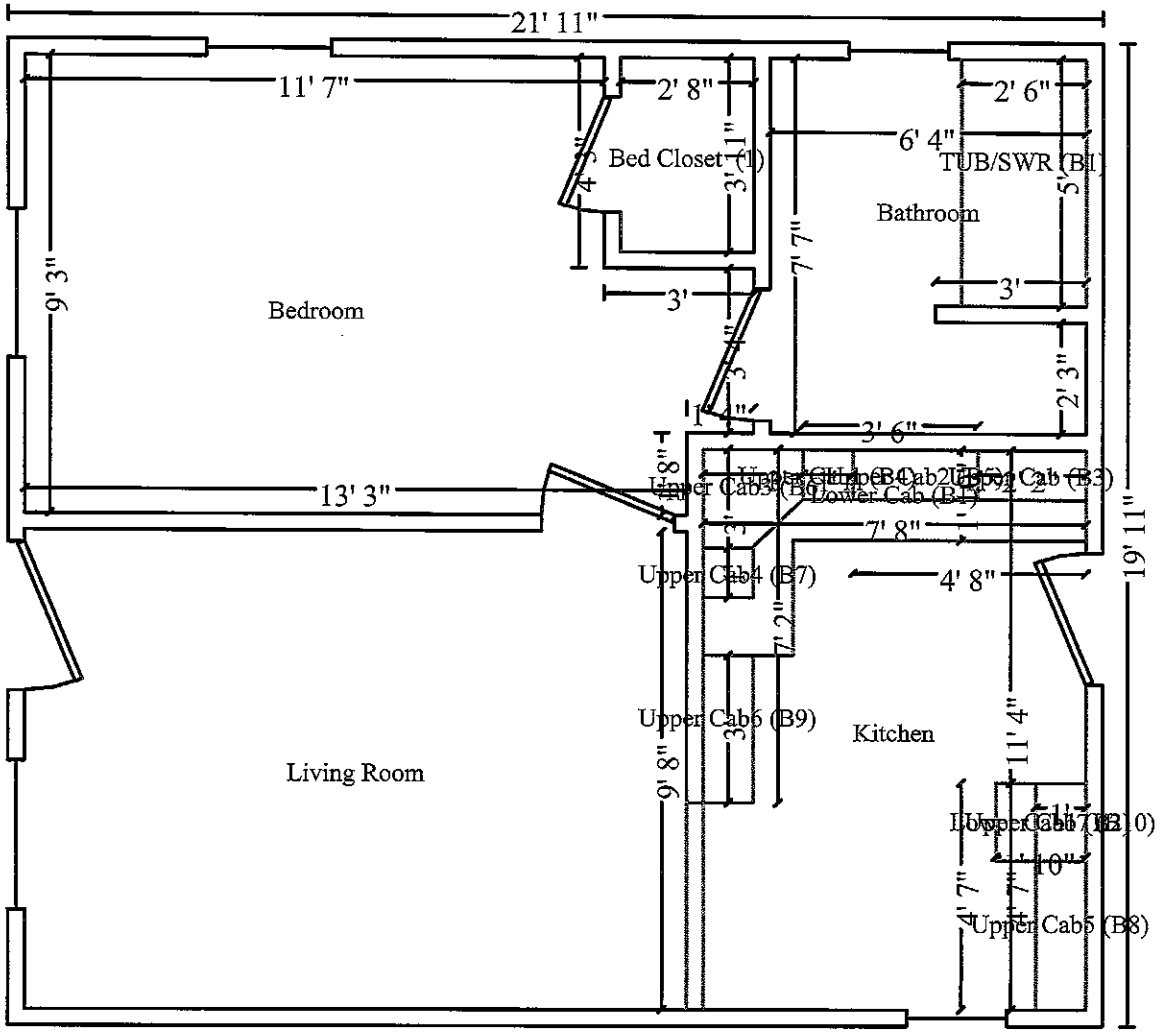
Grand Total $51,024.05

Darrell Sawyer

4210 Kiernan Ave.
Modesto, CA 95356
(209) 545-2648 - FAX (209) 545-6319
Contractor's License No. 678119 - Federal ID No. 770072945

## Grand Total Areas:

| | | | | | |
|---|---|---|---|---|---|
| 937.31 | SF Walls | 383.80 | SF Ceiling | 1,321.11 | SF Walls and Ceiling |
| 358.69 | SF Floor | 39.85 | SY Flooring | 123.98 | LF Floor Perimeter |
| 0.00 | SF Long Wall | 0.00 | SF Short Wall | 160.73 | LF Ceil. Perimeter |
| 358.69 | Floor Area | 436.51 | Total Area | 968.00 | Interior Wall Area |
| 599.17 | Exterior Wall Area | 83.67 | Exterior Perimeter of Walls | | |
| 0.00 | Surface Area | 0.00 | Number of Squares | 0.00 | Total Perimeter Length |
| 0.00 | Total Ridge Length | 0.00 | Total Hip Length | | |


21' 11"
11' 7"
2' 8"
2' 6"
6' 4"
Bed Closet (1)
TUB/SWR (B1)
Bathroom
Bedroom
9' 3"
3' 1"
4' 2"
7' 7"
5'
3'
3'
2' 3"
3' 6"
13' 3"
Upper Cab3 (B6)
Lower Cab (B1)
7' 8"
Upper Cab4 (B7)
4' 8"
19' 11"
7' 2"
Upper Cab6 (B9)
Kitchen
Living Room
9' 8"
11' 4"
Upper Cab5 (B8)
4' 7"

Main Level

# CITY COUNCIL AGENDA ITEM 6.2

# SECTION 6: NEW BUSINESS

**Meeting Date:** **December 11, 2023**

**Subject:** **A. Adoption of Resolution 2023-60, Approving the Public Access Easement for Parking Lot Improvements at Lebright Fields and Authorizing the City Manager to Execute the Agreement for Parking Lot Improvements at Lebright Fields**

**B. Adoption of Resolution No. 2023-61, Awarding a Construction Contract for Parking Lot Improvements at Lebright Fields for $318,922 to MHK Construction with a 10% Contingency and Authorizing the City Manager to Execute the Construction Contract**

**Enclosures:** **Grant of Easement Package**
**Draft Agreement**
**Project Scope**
**Project Bid Package**
**Construction Contract**

**Presented By:** **Carla C. Jauregui, Community Development Director**

**Approved By:** Merry Mayhew
**City Manager**

---

**Staff Recommendations:**

1. Adopt Resolution 2023-60, approving a Public Access Easement for parking lot improvements at Lebright Fields and authorizing the City Manager to execute the agreement for parking lot improvements at Lebright Fields inclusive of the City Attorney's edits.

2. Adopt Resolution No. 2023-61, awarding a contract for the construction of the parking lot improvements at Lebright Fields to MHK Construction for $318,922 with a 10% contingency and authorizing the City Manager to execute the construction contract inclusive of the City Attorney's edits.

**Background:**

Lebright Fields is a very important recreational asset to the community. Given the continued growth of the community, and the increase in participation within the local sports community, namely baseball and football recreation programs, the City has worked diligently to upgrade the facility to continue to provide residents with a top—notch recreational experience and support the thriving sports programs that bring our community together.

Lebright Fields was purchased from Hughson Unified School District (HUSD) in October 2019, becoming a deed-restricted City asset. A component of the purchase agreement included a lot line adjustment to adjust property lines for the 1.47-acre parcel that houses Billy Joe Dickens Continuation School. The parcel was reduced to a .58-acre parcel with the surplus property being added to the existing 7.06-acre lot, Lebright Fields, increasing it to 7.93 acres. When the parcels were resized, a portion of the existing parking lot as well as one of the baseball diamonds were left as part of the school district property, to potentially provide for future growth should the need arise.

On March 27, 2023, the City Council approved the Lebright Renovation project including the new restroom/concession stand, paving and striping the parking lot including required storm drains, an ADA pathway around the outside of the park with cutouts that will allow a wheelchair to turn around, and rebuilding the park's main electrical backboard and upgrades needed to the existing electrical.

Currently, Lebright Fields is improved with six baseball diamonds and recently updated bleacher seating, new netting to mitigate foul balls from entering the residential area, and a recently constructed ADA walkway that connects not only the fields but also connects to Starn Park. Staff is currently working on the approved project that will soon replace the old concession with a new facility that also houses an ADA-compliant restroom facility. One of the remaining projects that needs to be addressed is the unimproved parking lot.

**Discussion:**

The paving of the parking lot at Lebright will serve a triple purpose: improving drainage in the area, ensuring ADA accessibility, and municipal code compliance. The current parking facilities at the park do not conform to the municipal code, specifically HMC Chapter 17.03.060 Section 4c, which prohibits parking on unimproved surfaces. To pave the entirety of the parking lot, including the portion within the HUSD property, the City will need to establish a public access easement for the portion of the existing lot that belongs to HUSD.

By establishing this easement, and completing the upgrades, we can create a solution that not only meets municipal code requirements but also significantly improves drainage in the area and ensures that all members of our community can access the park's amenities.

Benefits of the Proposed Parking Lot upgrades:

1. Improved Drainage: The pavement of the parking lot will provide a solid, impervious surface that enhances drainage in the vicinity, reducing the risk of flooding and erosion during inclement weather.

2. ADA Accessibility: The parking lot and associated pathways will be designed and constructed to meet ADA accessibility standards, ensuring that all individuals, regardless of mobility, can enjoy the park's facilities.

3. Code Compliance: The construction of a paved parking lot will ensure compliance with HMC Chapter 17.03.060 Section 4(c), which prohibits parking on unimproved surfaces.

4. Long-Term Sustainability: This project offers a sustainable, long-term solution to address drainage concerns, accessibility, and parking code compliance.

5. Community Development: The improvement of Lebright's facilities will contribute to the overall development and appeal of the area, promoting community engagement and outdoor activities.

6. Meets Council's Goals and Objectives: This project aligns with Council's commitment to improving public facilities, providing equal access, and maintaining our city's standards.

**Fiscal Impact:**

Staff proposes to use Parks Facility In Lieu Fees and Storm Drain Development Impact Fees for the construction of this project. The Parks Facility In Lieu Fee (Fund 454) and Storm Drain Development Impact Fee (Fund 450) are levied during the development of new residences to offset the effects of increased park usage by additional residents. These fees are applied when a project is linked to urban expansion, as is the case with the construction of homes in the City, generating a new impact where none existed previously. The Parks In Lieu Fee fund balance is approximately $682,475 and the Storm Drain Development Impact Fee fund balance is approximately $863,330. If approved, staff will allocate funds in the amount of $318,922.00 with a 10% contingency totaling $350,814.20.

**RECORDING REQUESTED BY**

**CITY OF HUGHSON**

**AND WHEN RECORDED MAIL TO:**

**CITY OF HUGHSON**
**ATTN: Comm. Dev. Dept.**
**P.O. BOX 9**
**Hughson, CA 95326**

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

APN: PORTION OF 018-029-006 and 018-029-007

# GRANT OF EASEMENT DEED

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is: $0.00 EXEMPT PER R/T CODE SECTION 11922
( ) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of Hughson

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**HUGHSON UNIFIED SCHOOL DISTRICT, a public school district**
hereby GRANTS(S) to

**CITY OF HUGHSON, a municipal corporation**
An easement for public access and maintenance, over, under and across all that real property in the City of Hughson, County of Stanislaus, State of California, described as:

**** See Exhibit "A" and Exhibit "B" attached hereto and made a part hereof for full legal description ****

**HUGHSON UNIFIED SCHOOL DISTRICT, a public school district**

By: _____ Dated: _____
Brenda M. Smith, Superintendent

**CITY OF HUGHSON, a municipal corporation**

By: _____ Dated: _____
Merry Mayhew, City Manager

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE.

SAME AS ABOVE

Name | Street Address | City & State

## GENERAL ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )ss
County of _____ )

On this _____ day of _____ 202___,

before me, _____, Notary Public, personally appeared

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal. (This area for official notarial seal)

_____
Notary's Signature

My Commission Expires: _____

## GENERAL ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )ss
County of _____ )

On this _____ day of _____ 202___,

before me, _____, Notary Public, personally appeared

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal. (This area for official notarial seal)

_____
Notary's Signature

My Commission Expires: _____

# EXHIBIT "A"

## LEGAL DESCRIPTION
### FOR PUBLIC ACCESS & MAINTENANCE EASEMENT

All that real property situate in the City of Hughson, Stanislaus County, State of California, lying within the northeast quarter (NE 1/4) of Section 9, Township 4 South, Range 10 East, Mount Diablo Base and Meridian, being more particularly described as follows:

A portion of the 0.58 acre parcel of land as described in that certain Grant Deed recorded November 7, 2018 in Document No. 2018-0077419, Stanislaus County Records, hereinafter referred to as the 0.58 acre H.U.S.D. Parcel, being more particularly described as follows:

All of that portion of said 0.58 acre H.U.S.D. Parcel, being the east 34.00 feet of said 0.58 acre H.U.S.D. Parcel and the south 41.00 feet of said 0.58 acre H.U.S.D. Parcel.

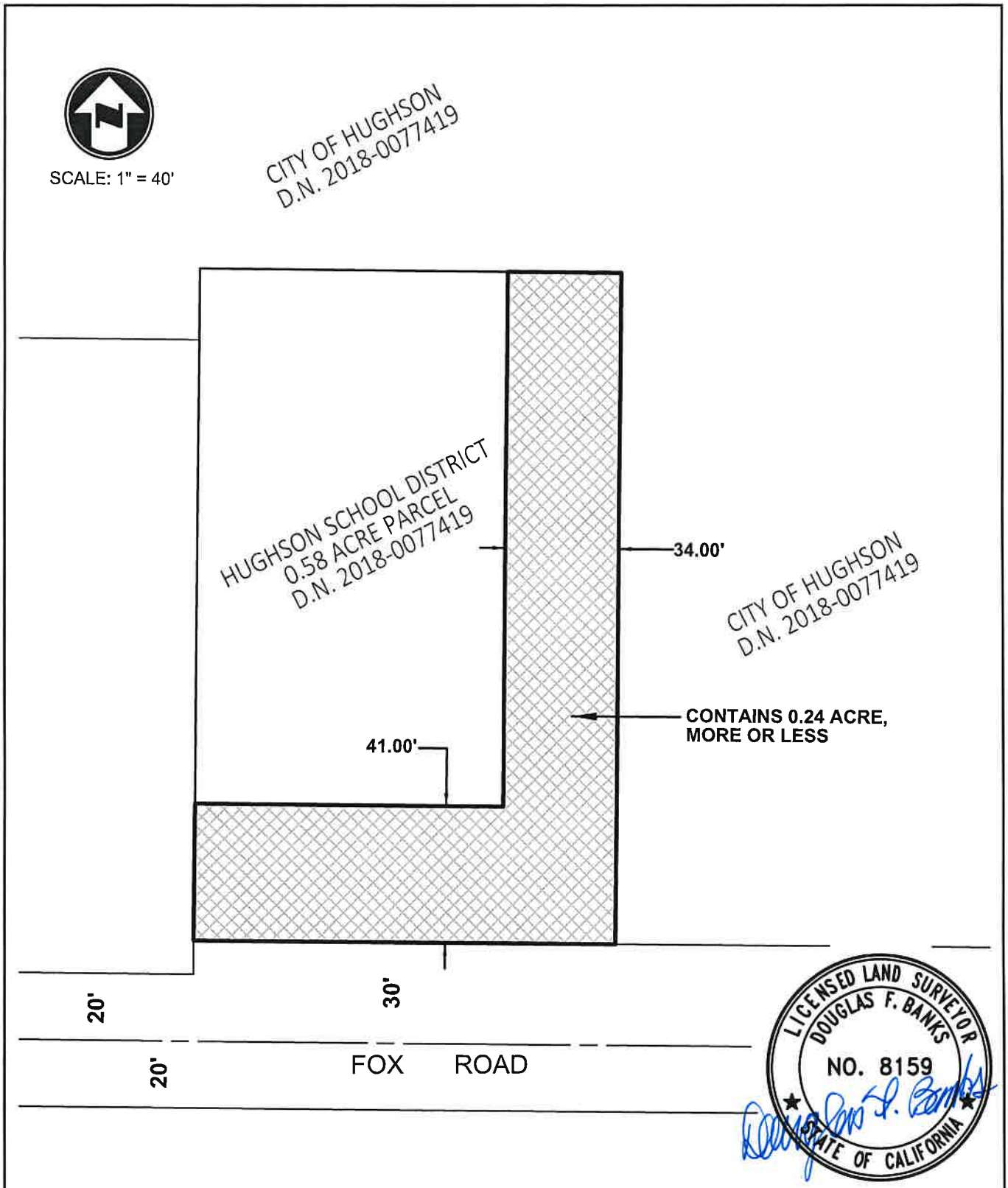
A plat (Exhibit "B") showing the above described area is attached hereto and made a part thereof.

Containing 0.24 acre, more or less.

Subject to all easements and/or rights-of-way of record.

Dated: 7·11·2023

LICENSED LAND SURVEYOR
DOUGLAS F. BANKS
PLS 8159
STATE OF CALIFORNIA




MCR ENGINEERING
www.mcreng.com
MCR ENGINEERING, INC.
1242 DUPONT COURT
MANTECA, CA 95336
TEL: (209) 239-6229
FAX: (209) 239-8839

EXHIBIT "B"
PUBLIC ACCESS AND
MAINTENANCE ~~EASEMENT~~
HUGHSON, CALIFORNIA

| | |
|---|---|
| BY: | DFB |
| DATE: | 07/11/2023 |
| SHEET: | 1 OF 1 |
| FILE: | HUGHSON/23-CO3/REC BND.dwg |

# CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the Grant of Easement Deed for a Public Access and Maintenance Easement over a portion of Assessor Parcel Numbers (APN) 018-029-006 and 018-029-007, dated _____ ___, 2023 from Brenda M. Smith, Superintendent of the HUGHSON UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California LLC, a Delaware limited liability company ("Grantor"), described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof, to the CITY OF HUGHSON, California, a municipal corporation ("Grantee"), is hereby accepted by the undersigned officer or agent on behalf of the Grantee's City Council, pursuant to authority conferred by Resolution 2023-___ of the CITY OF HUGHSON, adopted _____ __, 2023, shown as Exhibit "C", and the Grantee consents to recordation hereof by its duly authorized officer.

DATED: _____ BY: _____

Merry Mayhew, City Manager
City of Hughson, California

DRAFT

RECORDING REQUESTED BY:

AND WHEN RECORDED, MAIL TO:

City of Hughson
Office of the City Manager
7018 Pine Street
P.O. Box 9
Hughson, Ca 95326
Attn: Merry Mayhew, City Manager
And

Hughson Unified School District
7010 Elm Street Hughson, Ca 95326
Attention: Brenda Smith, Superintendent
Attention: Facilities and Maintenance

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

The undersigned declare(s):

Documentary Transfer Tax is $0 (No Consideration)

___ Computed on full value of property conveyed, or
___ Computed on full value less liens and encumbrances remaining at time of sale
___ Unincorporated area
XX City of Hughson

# LEBRIGHT FIELDS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**"), dated as of _____, 2023, is entered by and between the Hughson Unified School District a public school district organized and existing according to California law ("District" and "Grantor") and the City of Hughson, a municipality organized and existing pursuant to California law ("City" and "Grantee") the "**Parties**" and each a "**Party**"), with reference to the following facts:

## Recitals

WHEREAS, On or about _____the District conveyed to the City an area located at _____ and described as _____ which is property is commonly referred to as Lebright Fields. The City has developed Lebright Fields into a baseball field for the recreational use of the residents of the City and students of the District.

WHEREAS, The District is also the owner of the real property in the City of Hughson, State of California, located at _____(address) and designated as Parcel _____ of Parcel Map _____21622 on **Attachment "A"** which is the site of the _____ school that is currently in use and operated by the District as a public adult school.

The District intends to continue the use of the property located at _____ for educational purposes. The District also desires to grant to City a certain exclusive easement in, to, over, under and across a particular portion of the Parcel _____as described in Subsection 1.1 herein. for the development of a cement paved walking path and parking lot in an area that is _____ feet wide and _____feet in length along the northeastern perimeter of the Parcel and ____feet wide by _____feet in length along the southwestern_____ edge of the property adjacent to the northern perimeter of Lebright Field to improve public access to the Lebright Fields .

NOW, THEREFORE, in consideration of the mutual obligations and covenants contained herein, for valuable consideration, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Grantor and Grantee (each a "Party" and together "Parties") hereby agree as follows:

1. **Grant of Easement.**

1.1 Grant of Easement by District. District hereby grants City an exclusive easement ("**Easement**") under and across the Parcel _____the location depicted on **Schedule 1** attached hereto for the cement walkway and parking lot (**"Easement Area")** (defined below) and described on **Schedule 2** attached hereto. As used herein, "**Improvements**" means a paved sidewalk and parking lot, and aboveground and underground stormwater drainage infrastructure including, but not limited to, drains, pipes, inlets, culverts, and other related appurtenances to be constructed and installed by the City on the Parcel within the Easement Area. The Easement is granted with the acknowledgement, understanding and agreement by the Parties that the Easement shall be revoked and terminated at any time upon ninety (90) days written notice by District to City if District in its sole discretion determines that the Property, including the Easement Area is needed by District for educational purposes.

1.2 Purpose. The Easement is granted solely and exclusively for the construction, installation, operation, repair and maintenance of a cement pathway and parking lot. The Easement is for the benefit and use of the public, the City and the District. Notwithstanding anything that may be interpreted to the contrary, whether in this Agreement or elsewhere, this Agreement and the Easement shall be deemed and construed to authorize entry in and upon the Easement Area only, and in no event shall City or any of its Representatives, successors, or assigns enter in or upon any other portion of the Parcel absent the express written consent of the District which consent shall be given, denied, delayed, or conditioned in the District's sole and absolute discretion.

1.3 Construction; Access. The City shall construct and install the Improvements within the Easement Area at City's sole cost and expense, in accordance all applicable laws, permits and authorizations, and in substantial conformity with City's plans and specifications which shall be subject to approval by the District, with such changes thereto as City and/or District may require from time to time. After City's completion of the Improvements, the operation, repair, and maintenance of the Improvements will be at City's sole responsibility, cost and expense.

1.4 Improvements - Right to Use Surface. City shall, at its sole cost and expense, (a) maintain the Improvements in a functional, well-maintained, and safe condition at all times, and (b) promptly repair and/or replace, any obstruction, dangerous condition or damaged areas on or under the Easement Area, and, if applicable, other portions of the District's property in or around the Easement Area that are damaged or disturbed by City or its Representatives (defined below), as a result of their entry onto the District's property to perform any repair, maintenance, replacement, and/or removal as authorized by this Agreement. Any and each repair or maintenance, improvements, and/or materials required to be installed pursuant to this Agreement shall be new and the same or substantially identical as to type, quality, quantity, coverage, depth, location, appearance and warranty, as applicable, as the damaged or disturbed improvements and/or materials. City shall perform any such repairs and/or replacements promptly after City's knowledge or written notice of such damage or disturbance. District shall have the right to continued use of the surface of the Easement Area for the duration of the Easement term, except that the erecting of any permanent improvements of any type, including, but not limited to, buildings, masonry walls, masonry fences and other improvements, the planting or growing of trees, or substantially changing the surface grade within the Easement shall not be permitted unless District obtains City's prior written consent.

1.5 Compliance with Laws and other Requirements. The use of the Easement Area by City and its Representatives shall at all times be conducted in compliance with all applicable laws and regulations.. Prior to each entry in and upon the Easement Area for the purpose of constructing, installing, repairing, or maintaining the Improvements, City shall give written notice of entry, to the District, not less than seven calendar days prior to such entry. Such notice of entry shall describe the Improvements in reasonable detail and, as an additional condition to entry in and upon the Easement Area, City shall coordinate the Improvements Work with the District.

1.6 Government Regulations and Other Obligations. City shall obtain, at City's sole cost and expense, any and all governmental permits and authorizations of whatever nature required by any governmental agencies for the construction, installation, operation, use, inspection, repair, maintenance, replacement and/or removal of the Improvements. All work associated with the operation, use, inspection, repair, maintenance, replacement and/or removal of the Improvements shall be performed by City and its Representatives in full conformance with all applicable City standards, permits, and applicable laws and regulations. While in or upon the Easement Area for purposes of performing any Improvements, and without limiting anything in Subsection 1.5 herein, City and its employees, agents, consultants, contractors and subcontractors ("**Representatives**") shall comply with all applicable laws and regulations.

1.7 1. Limitations On Easement. It is understood and agreed that the Easement does not constitute a conveyance of a fee interest in District's Property or of the minerals therein and thereunder. The Easement is on an "AS-IS" basis and District makes no representation or warranty of any kind, express or implied, regarding the condition of the District's Property or the Easement Area, the suitability of the Easement Area for City's intended use or as to any matter.

2. **Protection of Parcel** . During the term of this Agreement, City shall take any and

all steps reasonably necessary to avoid damage to the Easement Area and other portions of the Parcel. City and its Representatives shall in no event: (i) bring, keep, or store any equipment or materials on the Easement Area (or other portions of the Parcel ) except when directly being used; or (ii) bring any hazardous, toxic or contaminated materials or substances onto the Easement Area or other portions of the Parcel, including, without limitation, any Hazardous Materials (as defined below). City shall be responsible for: (i) any and all damage done to the Easement Area caused by or otherwise resulting from the acts or omissions of City and/or its Representatives (including, without limitation, any failure to properly maintain the Improvements) during the existence of the Easement; (ii) paying all costs and expenses of repairing and restoring the Easement Area (and, if caused by City's use in accordance with this Easement, other portions of the Parcel) to a condition reasonably satisfactory to the District and substantially the same as or better than the condition that existed immediately prior to when the Improvements commenced. To the extent reasonably necessary during construction of any Improvements, City will maintain safety and prevent access to the Parcel in connection with the construction and installation of the Improvements each day. City shall remove, from the Easement Area any and all trash, debris, scrap materials, et cetera resulting from those activities, and any and all materials and equipment associated with those activities. In the event that City is not making reasonable progress to remove any and all trash, debris, scrap materials, et cetera resulting from construction of any Improvements beyond ten (10) days of written notice to remove such given by District may be removed by District at City's sole expense. City hereby agrees that in the event District removes trash, debris, scrap materials, et cetera in accordance with this paragraph, City will promptly pay to District, upon presentation of a statement, the actual cost of removing such.

As used herein the term "**Hazardous Materials**" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or waste, chemicals or mixture, which is (or which contains any substance, chemical, compound, or mixture, which is) regulated now or in the future under any Environmental Laws. Hazardous Materials includes, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, (vii) radioactive materials and waste, (viii) any hydrocarbonic substance, fraction, distillate or by product and (ix) hazardous, toxic, ignitable, radioactive, corrosive, or reactive substance or material and which is regulated by any public entity or under any law. Hazardous Materials also includes, without limitation, any chemical listed by the State of California as a chemical known by the State to cause cancer or reproductive toxicity pursuant to Section 25249.8 of the California Health and Safety Code, as may be amended or a material which, due to its characteristics or interaction with one or more other substances, wastes, chemicals, compounds or mixtures, damages or threatens to damage health, safety, or the environment or is required by any law or public entity to be remediated, including remediation which such law or public agency requires in order for the District's Property to be put to any lawful purpose. The term "**Environmental Laws**" means any federal, state or local laws, ordinances, codes, statutes, regulations, administrative rules, policies and orders, and other authority, existing now or in the future, which classify, regulate, list, implement or define hazardous materials, wastes, contaminants, pollutants and/or the Hazardous Materials.

3. **Liens; Indemnity**. Neither City nor any of its Representatives shall suffer or permit to be enforced against the Easement Area, or any part thereof: (i) any mechanics',

materialmen's, contractors' or subcontractors' liens, or any stop payment notices, arising from any of the Improvements; or (ii) any claim or demand against the Parcel or the District's adjacent property arising out of or related to the entry by City and/or its Representatives in or upon the Easement Area (including, without limitation, any such claim or demand by the City or any member of the public). Without limiting the foregoing, City shall provide a bond, pay, or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against the Easement Area. At its sole cost and expense, City shall indemnify, defend (with legal counsel reasonably acceptable to the District), protect, and hold-harmless the District's officers, employees, representatives , agents, consultants, contractors, representatives, successors and assigns (, collectively the "**Indemnitees**") with respect to any and all liability for any and all claims, demand, damages, liens, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs (each a "Claim" and, collectively, "**Claims**"), arising out of or relating to any activity within the Easement Area undertaken by or for City pursuant to the rights granted to City by this Easement.

4. **Right to Pay Claims**. In addition to and not in limitation of any rights and remedies granted under this Agreement, should City fail, within thirty (30) days after receipt of a written request from the District , to pay and discharge any and each Claim arising out of the construction, installation or repair of the Improvements as defined in Section 3 herein, or fail to have bonded against any and each such Claim as provided by law in order to remove the effect of such liens from the Parcel or should City fail, within thirty (30) days after receipt of a written request from the District, to indemnify, protect, defend (with legal counsel reasonably acceptable to the District) and hold the District and its Indemnitees harmless as provided herein, then the District may, at its option, pay any such Claim or settle or discharge any action therefor or satisfy any judgment thereon, and all costs, expenses and other amounts expended by the District in connection therewith shall be paid by City to the District within ten (10) days of written demand, together all reasonable out-of-pocket costs, expenses and other sums incurred by the District in connection therewith, including interest thereon at the maximum legal rate, from the date incurred or paid until repaid in full, and any default in such repayment shall constitute a material breach by City of its obligations pursuant to this Agreement. The provisions of this Section shall survive termination of this Agreement and/or the Easement.

5. **No Liability; Entry Indemnity**.

5.1 **Generally.** The City assumes all risk and liability arising from the use of the Easement Area for a public sidewalk and parking lot. District shall not be liable for any loss, theft, damage, or injury of any kind or character to any person or property (including, but not limited to, City or any of its Representatives), caused by or arising from: (1) the City's use, access to or entry onto the Easement Area : (ii) the City's performance of construction , installation, repair or maintenance of the Improvements or any other act or omission by City or any of its Representatives pursuant to or in connection with this Agreement; or (iii) any use of the Easement Area by City and/or any of its Representatives, successors, or assigns. City shall indemnify, protect, defend (with legal counsel reasonably acceptable to the District), and hold-harmless the District and its Indemnitees with respect to any and all Claims (including attorneys' fees and costs and cost to enforce City's obligations under this Subsection) or other obligations arising out of or in connection with the use of the Easement Area and/or performance of construction or repair of the Improvements , or anyone acting pursuant to authorization from City for purposes of or in

connection with this Agreement and/or the Easement.

6. **Insurance**. Prior to any entry on the Parcel by City or its Representatives, City shall secure and maintain, at its sole cost and expense, the following policies of insurance which shall include coverage for City's and its Representatives' activities on or in any way relating to the Parcel:

(a) commercial general liability and property damage insurance, including contractual liability, with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage, and with $2,000,000 general aggregate, with the general aggregate limit to apply separately to each project;

(b) comprehensive automobile liability insurance for all licensed vehicles operated or used, including owned, hired and non-owned autos, with a minimum combined Single Limit for Bodily Injury and Property Damage of $1,000,000 for each accident;

(c) worker's' compensation and employers' liability insurance in accordance with the provisions of California law;

(d) Employer's liability insurance of not less than $1,000,000;

(e) Umbrella/Excess Liability Insurance providing excess liability coverage with respect to the commercial general liability, business automobile liability and employers' liability policies described above, on an occurrence basis with limits of at least $2,000,000 per occurrence and $2,000,000 general aggregate and products/completed operations aggregate. Such insurance shall be written as follow form or with a form that provides coverage that is at least as broad as the underlying insurance policies; and

(f) Contractors Pollution Liability Insurance, unless waived in writing by the District, in its sole discretion, covering District from claims brought by third parties for bodily injury and property damage, including but not limited to cleanup costs, arising from pollution conditions, including but not limited to release of hazardous substances, arising from operations conducted under this Agreement with limits in the amount of not less than the equivalent of $1,000,000 each loss and $1,000,000 general aggregate.

The policies of insurance described in clauses (a), (b) and (e) above shall each name the District, its directors, officers, agents, representatives and volunteers as "Additional Insured" parties pursuant to an Additional Insured Endorsement (AIE) in the broadest and most inclusive form available to City from its insurer and shall contain a provision that all such policies shall not be materially changed, canceled or terminated without thirty (30) days' prior written notice to the District of any intended or proposed change or termination, except for non-payment which will be ten (10) days written notice to the District. Certificates of insurance evidencing the insurance policies and insurance coverages described in this Section, along with the required Additional Insured Endorsement, shall be delivered to the District prior to each entry in or upon the Easement Area by City or any of its Representatives. Claims-made coverage is unacceptable. Any and all insurance carried by City and/or its Representatives shall be primary and non-contributing insurance on a non-contributory basis to any and all insurance held or maintained by City and/or its Representatives, and the commercial general liability policy shall be endorsed to so provide.

All insurance that City is to have in effect pursuant to this Section shall be issued by an insurer authorized in the State of California with an A.M. Best rating of not less than A VII, and shall otherwise be reasonably acceptable to District. General liability, automobile liability and workers compensation insurance shall include a waiver, on behalf of City and its insurers, of subrogation in favor of District and to the fullest extent permitted by law.

7. **General Provisions**.

7.1 Inspection. District and its authorized Representatives shall be entitled to enter and inspect the Easement at any time while this Agreement is in effect.

7.2 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, amendment, or other amendment of this Agreement shall be binding unless in writing and duly approved and executed by the Parties.. No waiver of any of the provisions of this Agreement shall be deemed to, or shall, constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver unless specified in the written waiver. No waiver shall be valid or binding unless executed in writing by the Party making the waiver. No waiver of any default by a Party of its obligations pursuant to this Agreement shall be implied from any omission by such Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver. The consent by a Party to any act by the other Party requiring such consent shall not be deemed to waive or render unnecessary any required consent to any subsequent similar acts by the other Party.

7.3 Notices. Unless otherwise provided herein, all notices demands, claims, and similar communications (each a "Notice") given hereunder shall be in writing and shall be deemed to have been duly delivered only upon actual receipt by the addressee. Notices may be given or served by: (i) personal delivery, with signature on delivery receipt requested; (ii) Federal Express, U.P.S., or other courier service, with signature on electronic or other delivery receipt required; (iii) registered or certified U.S. mail, signature on return receipt requested; or (iv) email transmission, with original of the Notice sent via first class U.S. mail within 12 hours following the email transmission. In each case, the sender of a Notice shall be responsible for paying the postage, delivery fee, and/or other costs associated with sending the Notice. The refusal by a Party to accept any Notice shall be a material breach by that Party of its obligations pursuant to this Agreement. No defect in providing Notice pursuant to this Subsection shall be deemed or construed to obviate or render any Notice invalid if the addressee has actual knowledge. This Subsection shall not be deemed or construed to apply to any day-to-day communications relating to this Agreement or any Improvements, or to any service of process pursuant to applicable law or rule of court. A Party may change any of its contact information by giving Notice in accordance with this Subsection. Subject to the foregoing, each Notice shall, as applicable, be addressed as follows:

If to **CITY**

City of Hughson
Office of the City Manager
7018 Pine Street
P.O. Box 9
Hughson, Ca 95326
Attn: Merry Mayhew, City Manager
Telephone: (209) 883-4054
E-mail: mmayhew@hughson.org

With a Copy to

Andy Pinasco
c/o Neumiller & Beardslee
PO Box 20
Stockton, CA 95201
Telephone: (209) 948-8200
E-mail: apinasco@neumiller.com

If to **DISTRICT**:

Hughson Unified School District
7010 Elm Street Hughson, Ca 95326
Attention: Brenda Smith, Superintendent
Attention: Facilities and Maintenance
Telephone: (209) 883-4428
E-mail: bsmith@hughsonschools.org>

7.4 Attorneys' Fees. If a dispute should arise between the Parties arising from or related to this Agreement, the prevailing Party shall be reimbursed for all reasonable expenses incurred in resolving such dispute, including reasonable attorneys' fees and costs. The provisions of this Section shall survive termination of this Agreement and/or the Easement.

7.5 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, notwithstanding any choice of law, conflict of laws, or other provision in any federal, state, or other law or governmental requirement. This Agreement shall be deemed made and entered into in Stanislaus County, and any and each action, arbitration (if agreed by the Parties), and other proceeding that arises from this Agreement shall be initiated and conducted only in an appropriate court or other forum located within the County of Stanislaus, California.

7.6 Captions; Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original

and all of which shall constitute one and the same instrument.

7.7 Successors and Assigns. Each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors in interest and assigns of each of the Parties. As of the date of this Agreement, District owns the Parcel .

7.8 Cumulative Remedies. All rights, options, and remedies of the Parties contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and each Party shall have the right to pursue any one or all of such remedies or to seek damages or specific performance in the event of any breach of the terms hereof by the other Party or to pursue any other remedy or relief which may be provided by law or equity, whether or not stated in this Agreement.

7.9 Severability. If a court of competent jurisdiction holds or otherwise determines that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected by such determination and shall remain in force and effect to the fullest extent permissible by law.

7.10 No Partnership. The Parties shall not, by virtue of this Agreement, in any way or for any purpose, be deemed to have become a partner of each other in the conduct of their respective business or otherwise or joint venturer. In addition, by virtue of this Agreement, there shall not be deemed to have occurred a merger of any joint enterprise between the Parties.

7.11 Survival. Each of the Parties respective rights and obligations pursuant to this Agreement shall survive termination of this Agreement and/or the Easement.

7.12 Authority to Sign. District and City represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of District or City.

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***[SIGNATURES FOLLOW ON NEXT PAGE]***

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IN WITNESS WHEREOF, this Agreement is entered into as of the date first written above.

**"City"**

CITY OF HUGHSON
a California municipality

By:

By:_____
Name: Merry Mayhew
Title: City Manager

**"DISTRICT**

HUGHSON UNIFIED SCHOOL DISTRICT
a California public school district

By:_____
Name: Brenda Smith
Title: Superintendent

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|---|
| A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document. |

STATE OF CALIFORNIA )
COUNTY OF STANISLAUS )

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

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

WITNESS my hand and official seal.

Signature _____(Seal)

| |
|---|
| A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document. |

STATE OF CALIFORNIA )
COUNTY OF STANISLAUS )

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

## SCHEDULE 1

## DEPICTION OF THE PROPERTY

That certain real property located in the City of Hughson, County of Stanislaus, State of California and more particularly described as follows:

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## SCHEDULE 2

## LEGAL DESCRIPTION OF EASEMENT AREA

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**CITY COUNCIL**
**CITY OF HUGHSON**
**RESOLUTION NO. 2023-60**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE PUBLIC ACCESS EASEMENT AND AUTHORIZINGTHE CITY MANAGER TO EXECUTE THE AGREEMENT FOR PARKING LOT IMPROVEMENTS AT LEBRIGHT FIELDS**

**WHEREAS**, Lebright Fields is a very important recreational asset to the community. Given the continued growth of the community, and the increase in participation within the local sports community, namely baseball and football recreation programs, the City has worked diligently to upgrade the facility to continue to provide residents with a top-notch recreational experience and support the thriving sports programs that bring our community together; and

**WHEREAS,** Lebright Fields was purchased from Hughson Unified School District (HUSD) in October 2019, becoming a deed-restricted City asset. A component of the purchase agreement included a lot line adjustment to adjust property lines for the 1.47-acre parcel that houses the Billy Joe Dickens Continuation School. The parcel was reduced to a .58-acre parcel with the surplus property being added to the existing 7.06-acre lot, Lebright Fields, increasing it to 7.93 acres. When the parcels were resized, a portion of the existing parking lot as well as one of the baseball diamonds were left as part of the school district property, to potentially provide for future growth should the need arise; and

**WHEREAS,** on March 27, 2023, the City Council approved the Lebright Renovation project including the new restroom/concession stand, paving and striping the parking lot including required storm drains, an ADA pathway around the outside of the park with cutouts that will allow a wheelchair to turn around, and rebuilding the park's main electrical backboard and upgrades needed to the existing electrical; and

**WHEREAS**, the paving of the parking lot at Lebright, will serve a triple purpose: improving drainage in the area, ensuring ADA accessibility, and municipal code compliance. The current parking facilities at the park do not conform to the municipal code, specifically HMC Chapter 17.03.060 Section 4c, which prohibits parking on unimproved surfaces.

**WHEREAS**, In order to pave the entirety of the parking lot, including the portion within the HUSD property, the City will need to establish a public access easement for the portion of the existing lot that belongs to HUSD; and

**WHEREAS,** the portion of the property being used is described in the deed packet attached as Exhibit A;

**WHEREAS,** the City and School District have come to an agreement on the continued use and construction of the improvements for the betterment of the overall community;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson does hereby authorize the City Manager to execute the Public Access

Easement and Agreement with the Hughson Unified School District authorizing the construction and continued use of a portion of District property outlined in the deed packet attached as Exhibit A, currently used as the parking lot for Lebright Fields.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 11th day of December 2023, by the following roll call vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT**:

**APPROVED:**

_____
**RANDY CROOKER, Mayor Pro Tem**

**ATTEST:**

_____
**ASHTON GOSE, City Clerk**

**Project Description:**

The City of Hughson is looking to pave the parking area accessible along the Fox Rd side of LeBright Park. The scope will include all items, as shown on the attached drawing. Scope is as follows:

**Project Scope:**

1) The contractor shall provide all asphalt, concrete, striping and signage, storm drainage including attachment to the street system, parking stops and bollards as shown in the attached drawings.
2) The drawings included in this scope are labeled "LeBright Fields Parking Lot", sheets 1 through 5.
3) The contractor shall be responsible for calculating the total square footage of asphalt and concrete required to complete this scope. No change orders will be approved due to miscalculations by the winning contractor.
4) The contractor shall be responsible for all traffic control required during the project and the storm drain tie-ins to the street system.
5) The contractor shall be responsible for keeping the street traffic and park activities disruption time to a minimum. This includes keeping access to the restroom/concession building during construction.
6) The contractor shall be responsible for making the transition from the asphalt to the new park walkway next to the continuation school and the Charles St sidewalk, ADA compliant.
7) The contractor shall have 60 calendar days to complete the work after receipt of the contract. Weather delays will be added to that time frame if the City and the contractor agree that work cannot continue under those conditions.
8) The contractor shall be responsible to provide all materials, labor and equipment needed to complete this scope.
9) The contractor understands that all "on-site" labor will be done at prevailing wage rates. The quote must reflect the most recent prevailing wage determination or as amended from time to time: https://www.dir.ca.gov/oprl/dprewagedetermination.htm
10) The contractor shall be responsible for the proper disposal of any project waste including excess soil.
11) The contractor shall be responsible for the protection of any materials or equipment left on site during non-working hours.
12) The contractor shall be responsible for any required building permits and inspections. Permit fees will be waived by the City.
13) The contractor is responsible for any required USA surveys. Any damage, because of not getting a survey, will be the contractor's sole responsibility.
14) The contractor shall provide their DIR number, proof of insurance and W-9 per City requirements.
15) According to contracting law, the contractor shall provide payment and performance bonds on work totaling $25k or more.
16) There will be a mandatory bid walk at 10:00 on November 13th. Meet at the job site located at the corner of Charles St and Fox Rd.
17) Bids will be due on November 27th at 2:00 p.m. Any bids received after 2:00 will be deemed non-responsive and will not be considered. Turn bids in either by email or hard copy dropped off at the lobby of City Hall. Email address: wnewlin@hughson.org
18) If you have any questions, please contact Bill Newlin at 209-617-7850 or Jose Vasquez at 209-505-3049.

1. The winning bidder will be required to sign the City of Hughson's standard construction contract. The standard contract form is located at the City of Hughson website. WWW.HUGHSON.ORG
2. If a traffic control plan is being asked for, the TCCP can be simple and straightforward.
3. Temporary closure to prevent public access at the end of the day is required.
4. Any permits required are to be applied for by the contractor at no cost.
5. If required, construction staking is the responsibility of the contractor to ensure that location and elevations of new items of construction satisfy the construction plans and/or site conditions.
6. See City contract form for insurance and indemnity requirements.

**Required Contractor's License(s)**: Under Public Contract Code section 3300 and Business and Professions Code section 7028.15(e), the City of Hughson requires that the contractor possess a valid contractor's license, covering this type of work, at the time that the contract is awarded. Failure to possess the specified license will render the bid non-responsive and will bar the award of the contract to any bidder not possessing such license at the time of the award.

**Required Contractor and Subcontractor DIR Registration**: The City of Hughson will accept bids only from bidders that (along with all subcontractors listed) are currently registered and qualified to perform public work pursuant to Labor Code section 1725.5; provided, however, that if a bidder is a joint venture (Business & Professions Code § 7029.1) then City of Hughson may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded. Please provide a State issued Department of Industrial 10 Relations (DIR) registration number with the bid proposal. Information on registration with the DIR is available at: https://efiling.dir.ca.gov/PWCR. This is a separate requirement from the Contractors State License Board licensing requirement.

**Substitution of Securities**: In accordance with Public Contract Code section 22300, substitution of eligible and equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder. Such equivalent securities must be deposited with City of Hughson or with a state or federally chartered bank as the escrow agent who will then pay such moneys to the contractor. Upon satisfactory completion of the contract, the securities will be returned to the contractor. Securities eligible for investment include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and City of Hughson. The contractor will be the beneficial owner of any securities used to secure its performance. Any escrow agreement will be substantially similar to the form set forth in Public Contract Code section 22300.

**Labor Code Compliance**: Any contract entered into pursuant to this Notice will incorporate the applicable provisions of the California Labor Code.

**Prevailing Wage Laws:** The successful bidder must comply with all prevailing wage laws applicable to the project, and related requirements contained in the contract documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City of Hughson, and may be obtained from the DIR website: http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Upon request, City of Hughson will make available copies to any interested party. Also, the successful bidder must post the applicable prevailing wage rates at the work site.

**Payroll Records and Prevailing Wage Monitoring**: This project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations. (Labor Code § 1771.4.). Each contractor and subcontractor must keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work. These records must be certified and made available for inspection at all reasonable hours at the principal place of the contractor as required by Labor Code section 1776. In the case of state-funded public works projects, certified payroll reports must be provided to City of Hughson on a weekly basis.

**Reservation of Rights**: The City Board reserves the right to reject any or all bids, waive any irregularities in the bids, and to make an award or any rejection in what it alone considers to be in the best interest of the City.

**Bid Protest Procedure:** Any bid protest must be in writing and received by City at 7018 Pine Street, Hughson California, before 5:00 p.m. no later than two working days following bid posting of the informal bids received by the cutoff date and must strictly comply with the requirements set forth in this Bid Protest Procedure.

1. **General.** Only a bidder who has actually submitted a responsive bid proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.

2. **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Bid Form, Contract Documents, or bidding documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

3. **Copy to Protested Bidder.** A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

4. **Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

5. **Copy to Protesting Bidder.** A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

6. **City's Decision.** The scope of the bid protest considered by the City shall be limited to the issues set forth in the bid protest timely filed pursuant to this Policy. The City may take any action on the bid protest that is authorized by law, including adoption of City staff's recommended determination of the bid protest, adoption of a determination different from that recommended by City staff, or the rejection of all bids without deciding the bid protest. The decision of the City on a bid protest shall be the final administrative action on the protest and shall exhaust the protesting bidder's administrative remedies.

**Exclusive Remedy.** The procedure and time limits set forth in this Bid Protest Procedure are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

8. **Right to Award.** The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

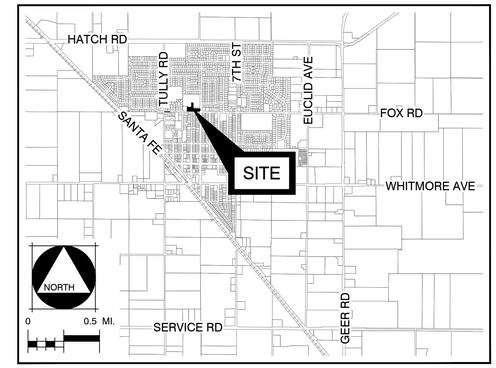
9. **Rejection of All Bids.** The filing of a bid protest shall not preclude the City from rejecting all bids. Rejecting all bids shall render a protest moot and terminate all protest proceedings.

IMPROVEMENT PLANS FOR:

# LEBRIGHT FIELDS PARKING LOT

## CITY OF HUGHSON, CALIFORNIA

## VICINITY MAP




## SHEET INDEX

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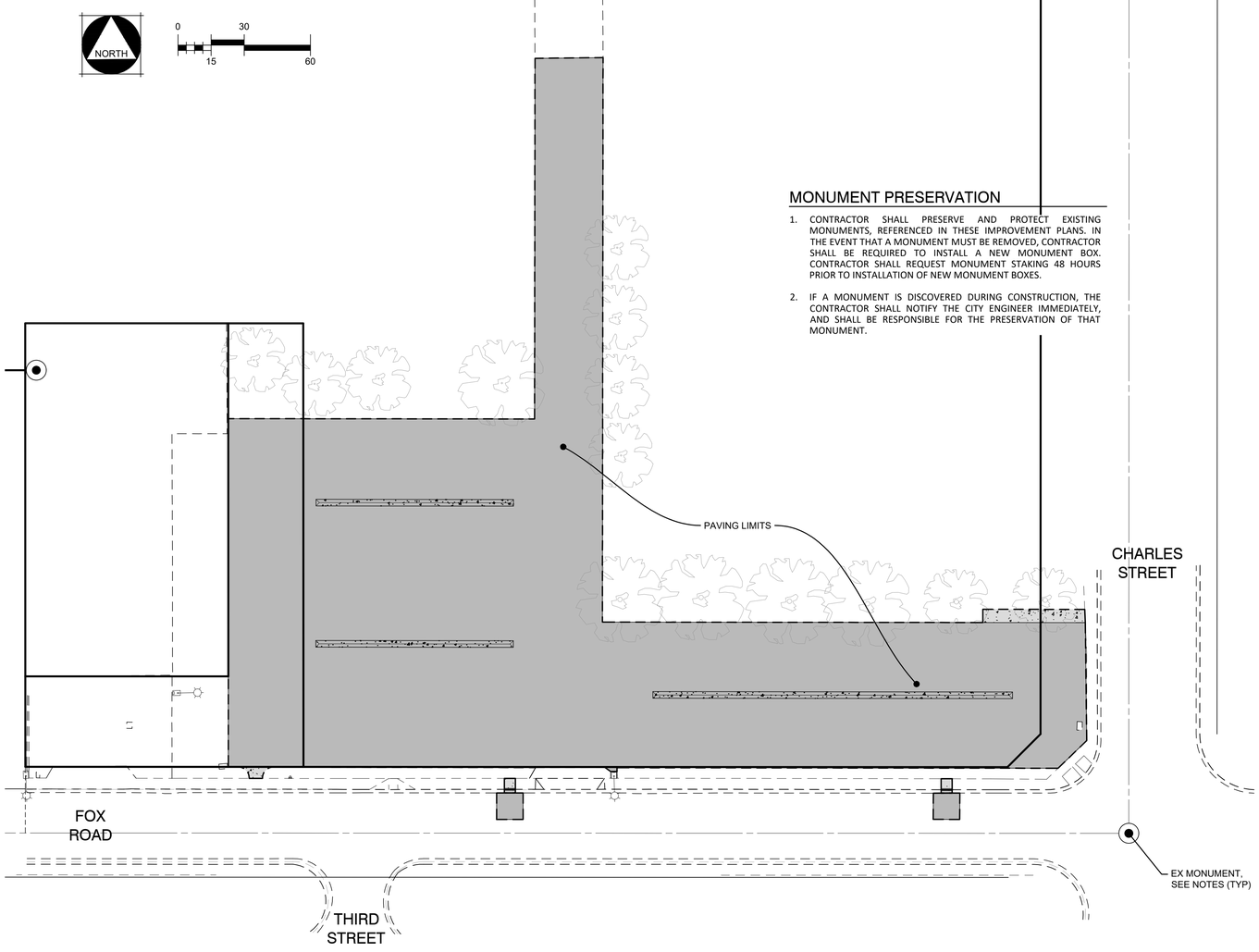
| 2 | GENERAL NOTES & DETAILS |
| 3 | TOPOGRAPHY & DEMOLITION PLAN |
| 4 | GRADING PLAN |
| 5 | EROSION CONTROL PLAN |

## PAVING LIMITS & MONUMENT PRESERVATION




## MONUMENT PRESERVATION

1. CONTRACTOR SHALL PRESERVE AND PROTECT EXISTING MONUMENTS, REFERENCED IN THESE IMPROVEMENT PLANS. IN THE EVENT THAT A MONUMENT MUST BE REMOVED, CONTRACTOR SHALL BE REQUIRED TO INSTALL A NEW MONUMENT BOX. CONTRACTOR SHALL REQUEST MONUMENT STAKING 48 HOURS PRIOR TO INSTALLATION OF NEW MONUMENT BOXES.

2. IF A MONUMENT IS DISCOVERED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER IMMEDIATELY, AND SHALL BE RESPONSIBLE FOR THE PRESERVATION OF THAT MONUMENT.

CITY OF Hughson

REGISTERED PROFESSIONAL ENGINEER NICKLAUS B. STEPHENS C 91352 CIVIL STATE OF CALIFORNIA


MCR ENGINEERING, INC.
1242 DUPONT COURT
MANTECA, CA 95336
TEL: ( 209 ) 239 - 6229
FAX: ( 209 ) 239 - 8839
www.mcrengineering.com
PREPARED UNDER THE DIRECTION OF:
NICKLAUS B. STEPHENS R.C.E. C91352 EXP: 9-30-24


DATE

PLAN REVISIONS

| NO. | DESCRIPTIONS | DATE |
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| A | | |
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JOB NO. 23-C03
DATE 5/25/23
SCALE AS SHOWN
DR. BY NBS
CK. BY RM
FILE: HUGHSON/1-PUBLIC

COVER SHEET

**LEBRIGHT FIELDS PARKING LOT**

HUGHSON, CALIFORNIA

SHEET 1 OF 5 SHEETS

## GENERAL NOTES:

1. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE FOLLOWING: CITY OF HUGHSON STANDARD SPECIFICATIONS, AND ALL AMENDMENTS TO DATE, CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (CALTRANS, LATEST EDITION), WHERE APPLICABLE. ALL WORK SHALL BE UNDER THE INSPECTION OF THE RESPECTIVE ENTITY.

2. IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES AND AMBIGUITIES WHICH MAY EXIST IN THE PLANS AND SPECIFICATIONS. IF THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.

3. CONSTRUCTION STAKING FOR GRADING, CURB, GUTTER, SIDEWALK, SANITARY SEWER, STORM DRAIN AND WATER SHALL BE DONE UNDER THE DIRECTION OF M.C.R. ENGINEERING. THE CONTRACTOR SHALL NOTIFY THE ENGINEER SEVENTY-TWO (72) HOURS IN ADVANCE OF THIS NEED FOR STAKING. ANY STAKING REQUESTED BY THE CONTRACTOR OR HIS SUBCONTRACTORS THAT IS ABOVE AND BEYOND NORMAL STAKING NEEDS, WILL BE SUBJECT TO AN EXTRA BACK CHARGE TO THE CONTRACTOR.

4. THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSE FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE. ALL CENTERLINE AND/OR SURVEY MONUMENTS SHALL BE PRESERVED OR RESET AT THE END OF CONSTRUCTION.

5. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, ENGINEER AND THE CITY HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

6. UNLESS OTHERWISE STATED, ALL STATIONS INDICATED ON THE IMPROVEMENT PLANS ARE REFERENCED TO THE CENTERLINE OF THE STREET. ALL STATIONS OFF CENTER ARE PERPENDICULAR TO OR RADIALLY OPPOSITE CENTERLINE STATIONS, UNLESS OTHERWISE NOTED.

7. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER.

8. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAG MAN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY IN ACCORDANCE WITH THE CURRENT ISSUE OF "MANUAL OF TRAFFIC CONTROLS, WARNING SIGNS, LIGHTS AND DEVICES FOR USE IN PERFORMANCE OF WORK UPON HIGHWAY" PUBLISHED BY THE STATE OF CALIFORNIA BUSINESS AND TRANSPORTATION AGENCY.

9. THE OFFICE OF THE CITY ENGINEER SHALL BE NOTIFIED AT LEAST 24 HOURS IN ADVANCE OF ANY WORK.

10. P. G. & E., TELEPHONE AND CABLE TV UNDERGROUND WORK SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF THE CURB, GUTTER, SIDEWALK AND PAVING.

11. THE CITY OF HUGHSON AND ASSOCIATED UTILITY COMPANY AND RESIDENCES TO BE AFFECTED SHALL BE NOTIFIED IMMEDIATELY UPON ANY UTILITY SERVICE DISRUPTION OTHER THAN SPECIFIED ON THESE IMPROVEMENT PLANS AND A 24 HOUR NOTICE SHALL BE GIVEN FOR ANY PLANNED DISRUPTION.

12. THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE CITY OF HUGHSON, DEPARTMENT OF PUBLIC WORKS OR ANY OTHER APPLICABLE AGENCIES PRIOR TO COMMENCEMENT OF WORK WITHIN EXISTING CITY RIGHT-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND LICENSES REQUIRED FOR THE CONSTRUCTION AND COMPLETION OF THE PROJECT.

13. STREET SIGNS, TRAFFIC CONTROL SIGNS, AND PAVEMENT MARKINGS SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR AT LOCATIONS ESTABLISHED BY THE ENGINEER.

14. ASPHALT CONCRETE SHALL BE PLACED ONLY WHEN THE ATMOSPHERIC TEMPERATURE IS ABOVE 50°F.

15. CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF THE REMOVAL OR RELOCATION OF ALL EXISTING UTILITIES WITH RESPECTIVE UTILITY COMPANIES.

16. RURAL DRIVEWAY IMPACTED DURING CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL STATE.

17. DRAWING NUMBERS SHOWN ON THE PLANS REFER TO DRAWINGS CONTAINED IN THE CITY OF HUGHSON STANDARD SPECIFICATIONS, THUS: (I.E. DWG. ST-18).

18. PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE, IN THE FIELD, THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY MEMBERS OF THE UNDERGROUND SERVICE ALERT (U.S.A.) 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING THE TOLL-FREE NUMBER (800) 227-2600. THE CONTRACTOR SHALL RECORD THE U.S.A. ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER PRIOR TO ANY EXCAVATION. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE DEVELOPMENT.

19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND REPLACEMENT OF EXISTING IMPROVEMENTS.

20. WHENEVER PAVEMENT IS BROKEN OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE SPECIFICATIONS, THE PAVEMENT SHALL BE REPLACED, AFTER PROPER BACKFIRING, WITH PAVEMENT MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL PAVING. THE FINISHED PAVEMENT SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER, OR CALTRANS, WHERE APPLICABLE.

21. PAYMENT FOR PAVEMENT WILL BE MADE ONLY FOR AREAS SHOWN ON THE PLANS REPLACEMENT OF PAVEMENT WHICH IS BROKEN OR CUT DURING THE INSTALLATION OF THE WORK COVERED BY THESE SPECIFICATIONS, AND WHICH LIES OUTSIDE OF SAID AREAS, SHALL BE INDICATED IN THE CONTRACTOR'S UNIT PRICE FOR PAVEMENT, AND NO ADDITIONAL PAYMENT SHALL BE MADE FOR SUCH WORK.

22. EXCAVATIONS OF 5 FEET OR MORE IN DEPTH WILL REQUIRE AN EXCAVATION PERMIT FROM THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL SAFETY. FOR TRENCHES 5 FEET OF MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH SECTION 5-1.02A OF THE CALTRANS STANDARDS, CHAPTER 9 OF THE STATE OF CALIFORNIA LABOR CODE, AND ANY LOCAL CODES OR ORDINANCES.

F23. WE CALL YOUR ATTENTION TO TITLE 8 CALIFORNIA ADMINISTRATION CODE SECTION 1540 (A) (1) OF THE CONSTRUCTION SAFETY ORDERS ISSUED BY THE OCCUPATIONAL SAFETY AND HEALTH STANDARDS BOARD PURSUANT TO THE CALIFORNIA OCCUPATIONS SAFETY AND HEALTH ACT OF 1973 AS AMENDED WHICH STATES: (1) PRIOR TO OPENING AN EXCAVATION EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS; I.E. SEWER, WATER, FUEL, ELECTRICAL LINES, ETC., WILL BE ENCOUNTERED AND IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATION OF SUCH INSTALLATION, THE EXACT LOCATION SHALL BE DETERMINED BY CAREFUL PROBING OR HAND DIGGING; AND, WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.

24. ALL TRENCHES ON MAJOR AND COLLECTOR STREETS AND CROSS TRENCHES ON ALL STREETS SHALL BE PAVED WITH TEMPORARY PAVING THE SAME DAY THE PAVEMENT CUT IS MADE.

25. APPROPRIATE DUST CONTROL SHALL BE PROVIDED, AT THE CONTRACTOR'S EXPENSE TO MINIMIZE ANY DUST NUISANCE AND SHALL BE IN ACCORDANCE WITH SECTION 10 OF CALTRANS STANDARD SPECIFICATIONS AND THE REQUIREMENTS OF THE CITY OF HUGHSON.

26. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER, PRIOR TO FINAL ACCEPTANCE, AS-BUILT DRAWINGS OF ALL IMPROVEMENTS REPRESENTED BY THE PROJECT PLANS AND SPECIFICATIONS.

27. AFTER CONSTRUCTION OF ALL IMPROVEMENTS, THE ENGINEER SHALL SUBMIT ONE SET OF REPRODUCIBLE PLANS. FINAL INVERT ELEVATIONS FOR SEWER AND STORM DRAIN LINES THAT ARE TO BE EXTENDED FOR FUTURE CONSTRUCTION SHALL ALSO BE SHOWN ON THE "AS-BUILT" PLANS ALL AS PROVIDED TO THE ENGINEER BY THE CONTRACTOR.

28. THE CONTRACTOR SHALL NOTIFY M.C.R. ENGINEERING AT LEAST 48 HOURS PRIOR TO BACKFILLING OF ANY PIPE WHICH STUBS TO A FUTURE PHASE OF CONSTRUCTION FOR INVERT VERIFICATION. TOLERANCE SHALL BE IN ACCORDANCE WITH THE CITY OF HUGHSON STANDARD SPECIFICATIONS.

29. REGULATING DISCHARGES OF STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITY FROM SOIL DISTURBANCES OF ONE (1) ACRE OR MORE, A NOTICE OF INTENT (NOI), TO COMPLY WITH THE TERMS OF THE GENERAL PERMIT TO DISCHARGE STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITY MUST BE FILED AND APPROPRIATE FEE PAID PRIOR TO COMMENCEMENT OF CONSTRUCTION IN ADDITION, AT THE CONCLUSION OF THE PROJECT A NOTICE OF TERMINATION MUST ALSO BE FILED, SUBMIT THE FEE, A NOTICE OF INTENT, AND NOTICE OF TERMINATION TO THE STATE RESOURCES CONTROL BOARD AT THE FOLLOWING ADDRESS:

    STATE WATER RESOURCES CONTROL BOARD
    P.O. BOX 100
    SACRAMENTO, CA 95812-0100
    ATTN: STORM WATER PERMITTING SECTION

    IF YOU HAVE ANY QUESTIONS CALL WATER QUALITY CONTROL ENGINEER, CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, CENTRAL VALLEY REGION AT (916) 464-3291.

30. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE STATE WATER RESOURCES CONTROL BOARD (SWCRB) ORDER NO. 2009-0009-DWQ. THE CONTRACTOR SHALL IMPLEMENT AND MONITOR A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH THE SWRCB REGULATIONS.

31. BENCHMARK: XX

    ELEVATION: XXX

    DESCRIPTION: XXXX

32. CONTRACTOR SHALL COMPLY WITH BUSINESS AND PROFESSIONS CODE, SECTION 8771 (b) REGARDING REFERENCING, PRESERVING, AND RECONSTRUCTING MONUMENTS, WHETHER OR NOT THE MONUMENTS ARE SHOWN ON THE PLANS.

## GRADING NOTES:

1. EARTHWORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF HUGHSON STANDARDS, THE SOILS REPORT BY XXXXXX AND F.H.A. STANDARDS. ALL FILL AREAS SHALL BE TESTED AS REQUIRED BY THE CITY OF HUGHSON AND SHALL BE PAID FOR BY THE CONTRACTOR.

2. THE CITY SHALL BE RESPONSIBLE FOR COST OF INITIAL TEST FOR MOISTURE DENSITY CURVE. IF THE FIRST TEST FAILS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COST OF ALL SUBSEQUENT CURVES AND TESTS.

3. THE CONTRACTOR SHALL REVIEW SITE PRIOR TO BIDDING. ALL VEGETATION AND DELETERIOUS MATERIALS, INCLUDING ROOTS (SEE SOILS REPORT) SHALL BE REMOVED FROM THE SITE AT THE EXPENSE OF THE CONTRACTOR AND SHALL BE INCLUDED IN THE LUMP SUM CLEARING COST.

4. THE CONTRACTOR SHALL PRESERVE ALL STAKES AND POINTS SET FOR LINES, GRADES OR MEASUREMENT OF THE WORK IN THEIR PROPER PLACES UNTIL AUTHORIZED TO REMOVE THEM BY THE ENGINEER. ALL EXPENSES INCURRED IN REPLACING STAKES THAT HAVE BEEN REMOVED WITHOUT PROPER AUTHORITY SHALL BE PAID FOR BY THE GENERAL CONTRACTOR.

## POLLUTION AND DUST CONTROL:

1. THE CONTRACTOR SHALL KEEP THE WORK SITE FREE AND CLEAR OF RUBBISH AND DEBRIS.

2. THE CONTRACTOR SHALL EXERCISE CARE TO PRESERVE AND PROTECT NATURAL HABITAT ADJACENT TO THE PROJECT SITE.

3. THE CONTRACTOR SHALL NOT DISCHARGE SMOKE, DUST, OR ANY OTHER AIR CONTAMINANTS INTO THE ATMOSPHERE IN SUCH A QUANTITY AS WILL VIOLATE THE REGULATIONS OF ANY LEGALLY CONSTITUTED AUTHORITY.

4. THE CONTRACTOR SHALL KEEP ALL AREAS GENERATING DUST WITHIN THE LIMITS OF THE PROJECT WELL WATERED DURING THE TERM OF THIS CONTRACT. THIS INCLUDES BUT IS NOT LIMITED TO ACCESS RAMPS, THE HAUL ROADS, THE EMBANKMENT FILL AREA, AND ANY OTHER AREAS THAT MAY GENERATE DUST AS A RESULT OF CONTRACTOR'S OPERATIONS. THE CONTRACTOR SHALL PROVIDE DUST CONTROL MEASURES DURING EVENINGS, WEEKENDS, AND HOLIDAYS WHEN REQUESTED BY THE DISTRICT AT NO ADDITIONAL COST TO THE DISTRICT.

5. THE CONTRACTOR(S) SHALL KEEP ALL PUBLIC ROADWAYS ADJACENT TO THE PROJECT SITE FREE AND CLEAR OF MUD AND SILT DURING THE TERM OF THIS CONTRACT. THIS INCLUDES MUD CAUSED BY RAIN OR BY THE CONTRACTOR(S) WATERING PROCEDURES FOR DUST CONTROL.

6. THROUGHOUT ALL PHASES OF CONSTRUCTION, INCLUDING SUSPENSION OF WORK, AND UNTIL FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL KEEP THE PREMISES OCCUPIED BY HIM IN A CLEAN AND ORDERLY CONDITION, DISPOSING OF REFUSE AND LITTER IN A MANNER SATISFACTORY TO THE CITY OF HUGHSON.

## MITIGATION MONITORING AND REPORTING PROGRAM:

4.3-1: COMPLY WITH ALL APPLICABLE REQUIREMENTS OF SJVAPCD REGULATION VIII (FUGITIVE DUST PROHIBITIONS).

4.3-2: THE PROJECT APPLICANTS SHALL INCORPORATE FEASIBLE EMISSION CONTROL MEASURES INTO THE PROJECT DESIGN AND OPERATION AS DETERMINED APPROPRIATE BY T HE CITY. SUCH MEASURES MAY INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING ITEMS AS RECOMMENDED IN THE SJVAPCD GUIDE FOR ASSESSING AND MITIGATING AIR QUALITY IMPACTS (SJVAPCD 2002) AND OTHER SOURCES.

4.3-3: IMPLEMENT MEASURES TO REDUCE EXPOSURE OF SENSITIVE RECEPTORS TO TAC EMISSIONS.

## WATER NOTES:

1. ALL WATER CONSTRUCTION, MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF HUGHSON STANDARD SPECIFICATIONS AND PLANS.

2. THE CONTRACTOR SHALL EXPOSE EXISTING WATER LINES TO VERIFY EXISTING ELEVATION AND LOCATION PRIOR TO START OF CONSTRUCTION.

3. ALL WATER LINES SHALL BE TESTED AND DISINFECTED IN CONFORMANCE WITH THE REQUIREMENTS OF THE CITY OF HUGHSON AND THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, SECTION C-651.
   WATER LINE TESTING SHALL INCLUDE:

   HYDROSTATIC PRESSURE TESTING PER CITY OF HUGHSON STANDARD SPECIFICATION 99-1.14 AND BACTERIOLOGICAL TESTING PER CITY OF HUGHSON STANDARD SPECIFICATION 99-1.15 AND AWWA C651.

   AFTER FINAL FLUSHING AND BEFORE THE NEW WATER MAIN IS CONNECTED TO THE DISTRIBUTION SYSTEM, TWO CONSECUTIVE SETS OF ACCEPTABLE SAMPLES, TAKEN 24 HOURS APART, SHALL BE COLLECTED FROM THE NEW MAIN. SAMPLES SHALL BE COLLECTED AT SITES AS DIRECTED BY CITY. (AT LEAST ONE SET OF SAMPLES SHALL BE COLLECTED EVERY 1200 FEET OF THE NEW WATER MAIN, PLUS ONE SET FROM EACH END OF THE LINE AND AT LEAST ONE SET FROM EACH BRANCH). ALL SAMPLES SHALL BE TESTED FOR BACTERIOLOGICAL QUALITY, AND SHALL SHOW THE ABSENCE OF COLOFORM ORGANISMS. A STANDARD HETEROTROPHIC PLATE COUNT MAY BE REQUIRED AT THE OPTION OF THE CITY ENGINEER.

   SAMPLES SHALL BE TAKEN FROM WATER THAT HAS STOOD IN THE NEW MAIN FOR AT LEAST 16 HOURS AFTER FINAL FLUSHING HAS BEEN COMPLETED.

   IF THE INITIAL DISINFECTION FAILS TO PRODUCE SATISFACTORY BACTERIOLOGICAL SAMPLES, THE MAIN SHALL BE REFLUSHED AND RESAMPLED DAILY FROM THE SAME POINT(S) UNTIL TWO CONSECUTIVE SAMPLES ARE NEGATIVE FOR COLOFORM ORGANISMS.

   THE CITY OF HUGHSON SHALL PAY FOR THE INITIAL BACTERIOLOGICAL TESTS. THE CONTRACTOR SHALL PAY FOR ALL TESTING NECESSITATED BY FAILURE OF THE INITIAL TEST(S). IF TRENCH WATER HAS ENTERED THE NEW MAIN DURING CONSTRUCTION OR, IF IN THE OPINION OF THE CITY OF HUGHSON, EXCESSIVE QUANTITIES OF DIRT OR DEBRIS HAVE ENTERED THE NEW MAIN, BACTERIOLOGICAL SAMPLES SHALL BE TAKEN AT INTERVALS OF APPROXIMATELY 200 FEET AND SHALL BE IDENTIFIED BY LOCATION. THE CONTRACTOR SHALL INSTALL ADDITIONAL WATER SERVICE TAPS AND SAMPLING STATIONS AS REQUIRED. THE CONTRACTOR SHALL ALSO REMOVE SAMPLING STATIONS AND SERVICES UPON SATISFACTORY COMPLETION OF TESTING. THE CONTRACTOR SHALL PAY FOR TESTING OF THE CONTAMINATED AREAS.

   CONTRACT PRICE SHALL INCLUDE FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS, AND FOR DOING ALL OF THE WORK INVOLVED IN TESTING AND DISINFECT ION OF THE WATER MAINS.

4. CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAG MEN, OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.

5. WATER LINES SHALL BE A MINIMUM OF 10 FEET OUTSIDE OF PIPE TO OUTSIDE OF PIPE FROM SEWER MAINS. CROSSINGS SHALL MEET STATE HEALTH STANDARDS.

6. ALL VALVE BOXES TO BE ADJUSTED TO FINISH GRADE AFTER STREET PAVING. COST FOR RAISING FACILITIES TO BE INCLUDED IN UNIT PRICES FOR VALVES. ALL VALVE BOXES SHALL BE REPLACED WITH NEW, PROVIDED BY THE CONTRACTOR.

7. THE CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 5' OR MORE. SAID PROTECTION TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF HUGHSON DEPARTMENT OF PUBLIC WORKS, AND STATE REGULATIONS.

8. ALL CONNECTIONS TO EXISTING CITY FACILITIES SHALL BE MADE IN THE PRESENCE OF THE CITY ENGINEER, OR HIS APPOINTED REPRESENTATIVE.

9. ALL MATERIALS THAT WILL COME IN CONTACT WITH POTABLE WATER SHALL COMPLY WITH NSF 61.

10. ALL PIPE PENETRATIONS THROUGH CONCRETE FLOORS SHALL INCLUDE A SLEEVE WITH A MINIMUM ONE INCH (1") ANNULAR SPACE (SPACING) BETWEEN THE OUTER DIAMETER OF THE PROPOSED PIPE AND INNER DIAMETER OF THE SLEEVE. THE SPACING SHALL BE FILLED WITH AN APPROVED EPOXY OR FLEXIBLE GROUT. PROVIDE OVERLAPPING #5 REBAR, MINIMUM 4' LENGTHS, DIAGONAL STEEL REINFORCING AROUND ALL CONCRETE FLOOR OPENINGS.

11. ALL SECTIONS OF UNDERGROUND WATER PIPE 10" DIAMETER AND LARGER LOCATED WIHTIN TREATMENT AND WELL SITE MUST BE MECHANICALLY RESTRAINED. CONCRETE ENCASEMENT OF BURIED PIPE, WHERE SPECIFIED, SHALL BE LEAN CONCRETE (2,000 PSI). NOTE: PUMP CAN ENCASEMENT SHALL BE 4,000 PSI CONCRETE.

12. CONTRACTOR SHALL USE MECHANICAL PIPE RESTRAINTS FOR ALL LARGE DIAMETER PIPES PER THE FOLLOWING TABLE:

CITY OF Hughson

REGISTERED PROFESSIONAL ENGINEER NICKLAUS B. STEPHENS C 91352 CIVIL STATE OF CALIFORNIA


MCR ENGINEERING
MCR ENGINEERING, INC.
1242 DUPONT COURT
MANTECA, CA 95336
TEL: (209) 239-6229
FAX: (209) 239-8839
WWW.MCRENGINEERING.COM
PREPARED UNDER THE DIRECTION OF:
NICKLAUS B. STEPHENS R.C.E. C91352 EXP. 9-30-24 DATE


PLAN REVISIONS

| NO. | DESCRIPTIONS | DATE |
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| 5 | | |

JOB NO. 23-C03
DATE 5/25/23
SCALE AS SHOWN
DR. BY NBS
CK. BY RM
FILE: HUGHSON/1-PUBLIC

GENERAL NOTES & DETAILS

LEBRIGHT FIELDS PARKING LOT

HUGHSON, CALIFORNIA

SHEET 2 OF 5 SHEETS

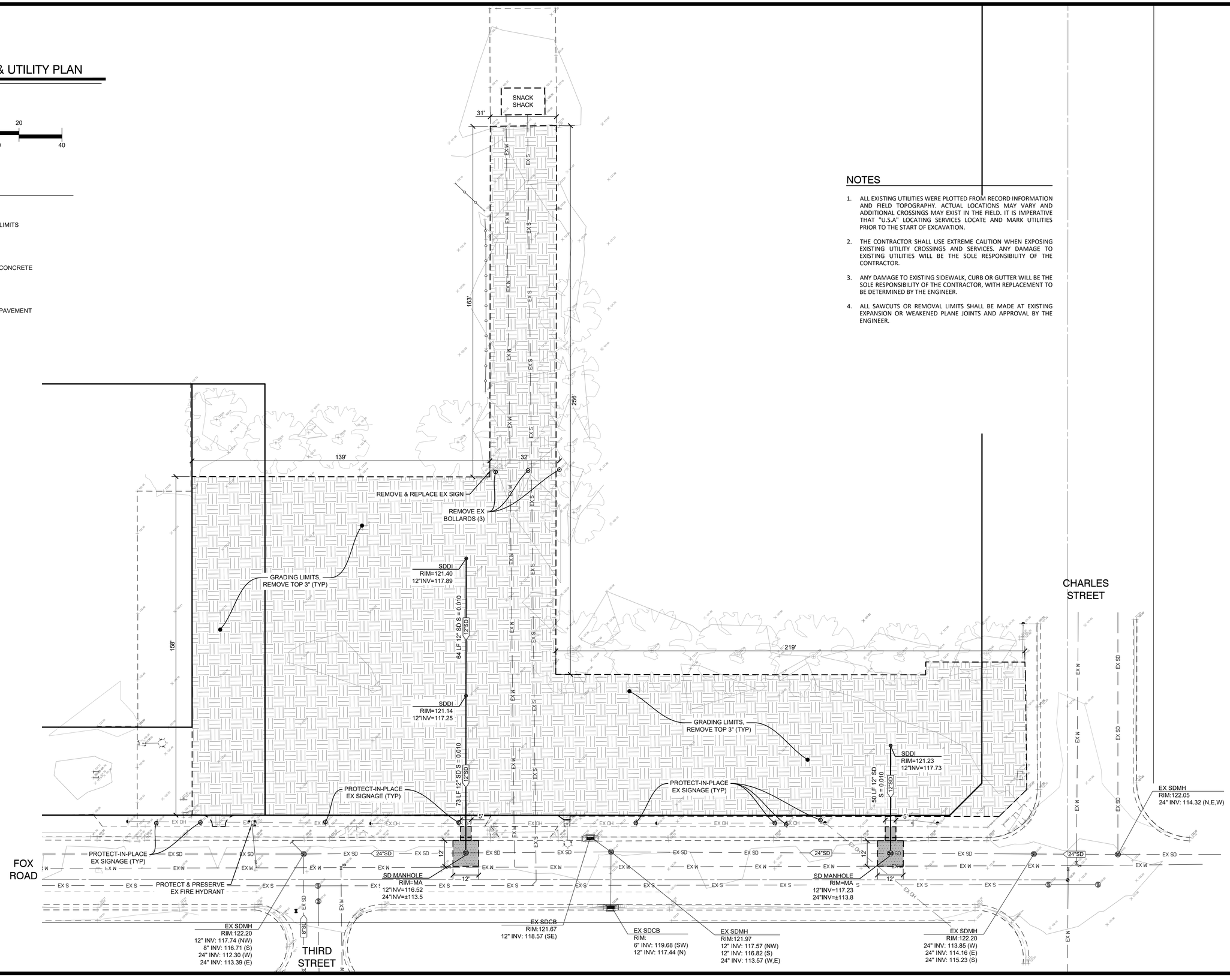
# TOPOGRAPHY & UTILITY PLAN

NORTH

0 20
10 40

## LEGEND

- GRADING LIMITS
- DEMO EX CONCRETE
- DEMO EX PAVEMENT




## NOTES

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2. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN EXPOSING EXISTING UTILITY CROSSINGS AND SERVICES. ANY DAMAGE TO EXISTING UTILITIES WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
3. ANY DAMAGE TO EXISTING SIDEWALK, CURB OR GUTTER WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR, WITH REPLACEMENT TO BE DETERMINED BY THE ENGINEER.
4. ALL SAWCUTS OR REMOVAL LIMITS SHALL BE MADE AT EXISTING EXPANSION OR WEAKENED PLANE JOINTS AND APPROVAL BY THE ENGINEER.

CITY OF Hughson

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FILE: HUGHSON1-PUBLIC

TOPOGRAPHY & UTILITY PLAN

**LEBRIGHT FIELDS PARKING LOT**

HUGHSON, CALIFORNIA

SHEET 3 OF 5 SHEETS

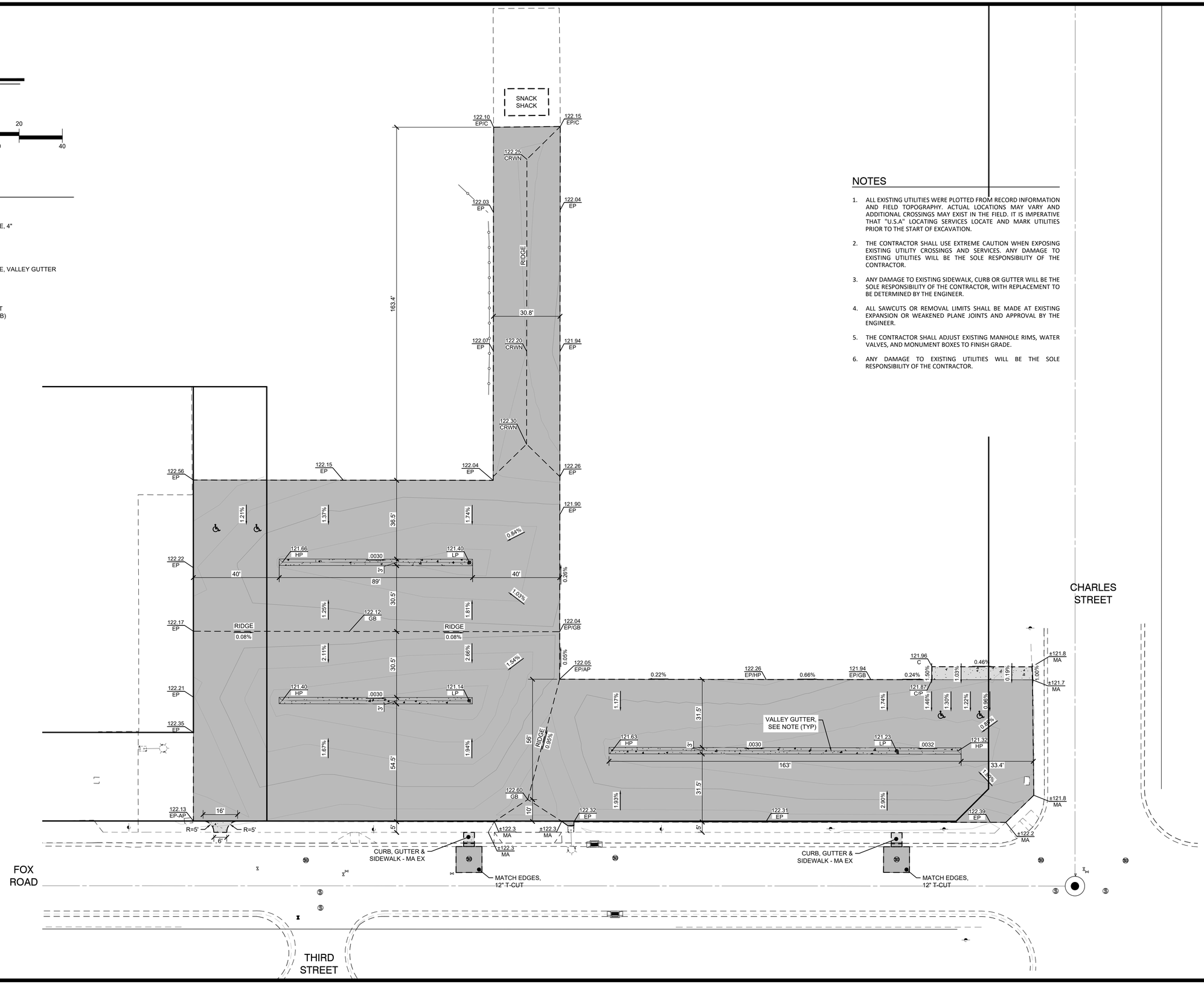
## GRADING PLAN

NORTH

0 10 20 40

## LEGEND

- CONCRETE, 4"
- CONCRETE, VALLEY GUTTER
- PAVEMENT (3"AC / 6"AB)

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5. THE CONTRACTOR SHALL ADJUST EXISTING MANHOLE RIMS, WATER VALVES, AND MONUMENT BOXES TO FINISH GRADE.
6. ANY DAMAGE TO EXISTING UTILITIES WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

CITY OF Hughson

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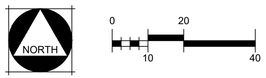
GRADING PLAN

**LEBRIGHT FIELDS PARKING LOT**

HUGHSON, CALIFORNIA

SHEET 4 OF 5 SHEETS

## STRIPING PLAN

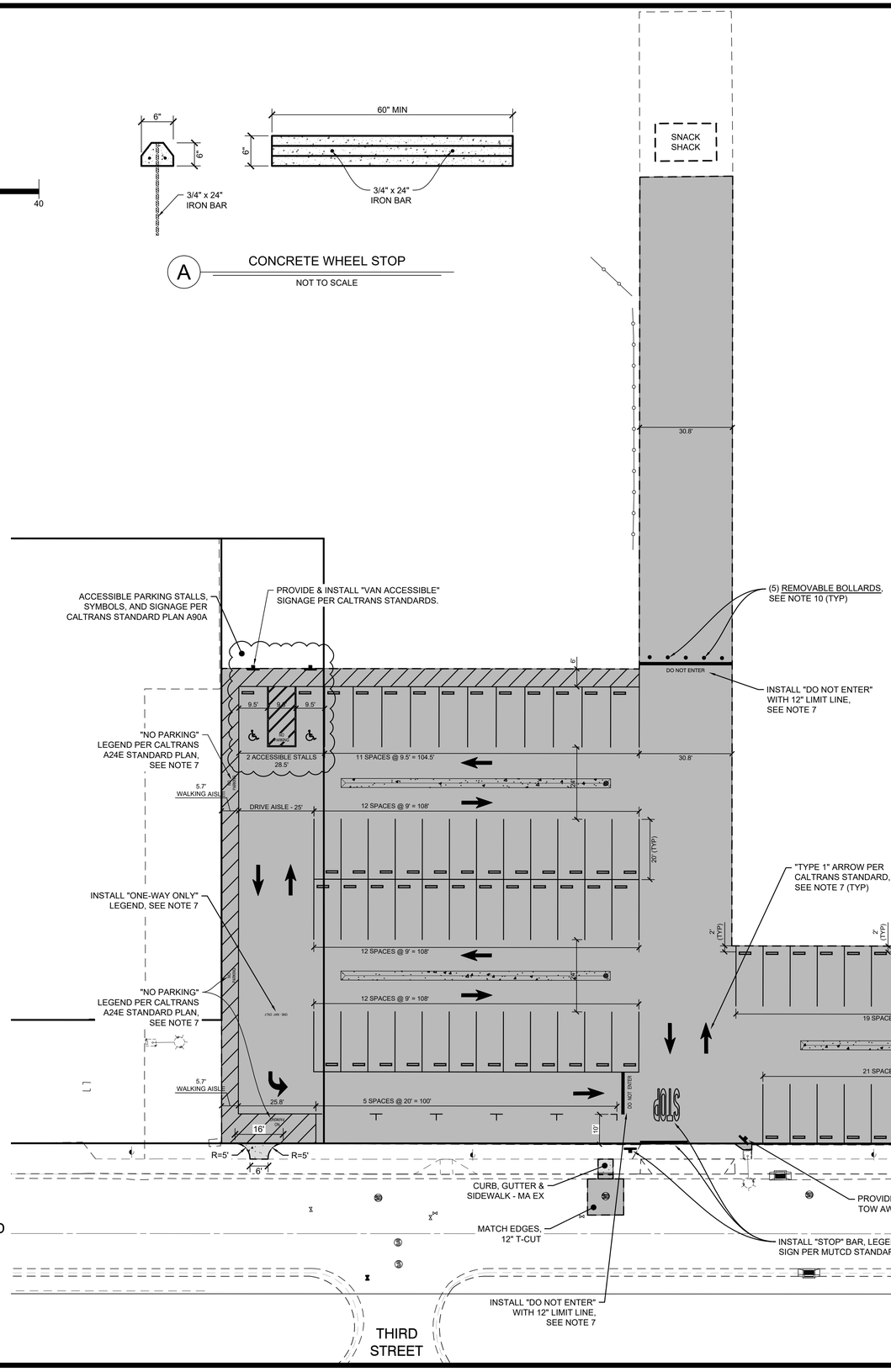






A CONCRETE WHEEL STOP

NOT TO SCALE

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6. ANY DAMAGE TO EXISTING UTILITIES WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
7. ALL PARKING AND LIMIT LINE(S), LEGENDS, AND TYPE 1 ARROWS SHALL BE TYPE A WHITE NON-REFLECTIVE PAINT PER CALTRANS STANDARDS.
8. PROVIDE AND INSTALL TOW AWAY SIGN THAT READS THE FOLLOWING:

   "UNAUTHORIZED VEHICLES PARKED IN DESIGNATED ACCESSIBLE SPACES NOT DISPLAYING DISTINGUISHING PLACARDS OR SPECIAL LICENSE PLATES ISSUED FOR PERSONS WITH DISABILITIES WILL BE TOWED AWAY AT THE OWNERS EXPENSE. TOWED VEHICLES MAY BE RECLAIMED BY TELEPHONING THE HUGHSON POLICE DEPT. (209) 883-4052"
9. PERMANENT BOLLARDS - 4" O.D. x 8 GA. STEEL POSTS, 36" BELOW GRADE, 42" ABOVE GRADE, FILLED WITH 2000# CONCRETE, ROD TO REMOVE AIR VOIDS, DOME FINISH TOP, AND PAINTED REFLECTIVE YELLOW COLOR.
10. REMOVABLE BOLLARDS - 4" O.D. x 8 GA. STEEL POSTS, 24" BELOW GRADE, 36" ABOVE GRADE, 10" SLEEVE, METAL CAP PERMANENTLY ATTACHED AT TOP, WITH 1-1/2" EYE BOLT NEAR THE TOP FOR OPTIONAL CABLE/CHAIN.

CITY OF Hughson

REGISTERED PROFESSIONAL ENGINEER NICKLAUS B. STEPHENS C 91352 CIVIL STATE OF CALIFORNIA


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STRIPING PLAN

**LEBRIGHT FIELDS PARKING LOT**

HUGHSON, CALIFORNIA

SHEET 5 OF 5 SHEETS

# CONSTRUCTION CONTRACT FOR

# CITY OF HUGHSON – LEBRIGHT STORMWATER AND PAVING PROJECT

This Construction Contract for the above-referenced and herein described Project ("**Agreement**") is made and entered into this 12TH day of DECEMBER, 2023, by and between the City of Hughson, a California municipal corporation ("**City**"), and MHK CONSTRUCTION, INC., a [ENTITY] ("**Contractor**").

## SECTION I - PURPOSE

Contractor shall provide certain construction services (further described in this Agreement) required by City in connection with the project described in Exhibit "A" attached hereto and by this reference incorporated herein ("**Project**"), on the terms and conditions set forth in this Agreement.

## SECTION II – TERM

Section 2.1. Term. The term of this Agreement shall be from the date of execution of this Agreement through the end of the project unless earlier terminated as provided herein.

## SECTION III – SCOPE OF SERVICES

Section 3.1. Scope of Services. The scope of services to be provided by Contractor is set forth on Exhibit "A" attached hereto and by this reference incorporated herein ("**Services**"). Contractor represents it has the qualifications, experience, licenses, and facilities necessary to properly perform the Services in a competent and professional manner, and warrants it will perform the Services as set forth herein in a competent, professional and satisfactory manner. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules, and regulations.

Section 3.2. Schedule of Services. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines, including any schedule of services set forth in Exhibit "A."

Section 3.3. Permits, Licenses, Fees, and Other Charges. Contractor shall, in accordance with applicable laws and ordinances, obtain at its his/her/its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

## SECTION IV – COMPENSATION

Section 4.1. Total Compensation. The total compensation shall not exceed $318,922 without written approval by City ("**Contract Amount**"). Extra Work may be authorized, as described below, and if authorized, will be compensated in the manner set forth in this Agreement.

Section 4.2. Payment Application. Contractor shall receive compensation including authorized reimbursements, for all Services rendered pursuant to the schedule of values set forth in Exhibit "B" attached hereto and incorporated herein by reference. On or about the tenth day of each month after the start of the work, an amount equal to ninety-five percent (95%) of the value of all Services completed as of the 20th day of the preceding month, based on the quantities of Services completed, as determined by the City, or City's agent, less the aggregate of all previous payments made to the Contractor.

Section 4.3. Lien Waivers. It is further agreed by the parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the work shall be presented to the City by the Contractor upon the request of the City.

Section 4.4. Final Payment. Sixty (60) days after completion of the Agreement and its acceptance by the City, the balance of the Agreement price will be paid. Such final payment will not be made until completion of the Project and acceptance of the whole by the City.

Section 4.5. Substitution of Securities. Contractor may substitute securities in lieu of retained funds in accordance with Public Contract Code section 22300.

Section 4.6. Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "**Extra Work**" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization by City.

Section 4.7 Claims Resolution and Civil Action Procedures. Public Contract Code sections 20104 – 20104.6 govern all public works claims of $375,000 or less which arise between a contractor and a local agency. Public Contract Code section 20104(b)(2) it is stated that "**Claim**" means a separate demand by the contractor for (a) a time extension; (b) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or (c) an amount the payment of which is disputed by the local agency. Exhibit "C" attached to this Agreement contains copies of the following: Claims Resolutions Procedures set forth in Public Contract Code section 20104.2, and Civil Action Procedures set forth in Public Contract Code section 20104.4.

## SECTION V – CONTRACTOR RESPONSIBILITIES

Section 5.1. Contractor agrees as follows:

a. To do all the work and furnish all the labor, material, equipment and appliances to complete the Services in accordance with this Agreement.

b. To do and perform the Services diligently as directed by the City until completion is evidenced by written acceptance by the City.

c. All Services performed by Contractor shall be subject to the approval of City.

d. To remedy, at his/her/its expense, any defects in the Services which shall appear within a period of twelve (12) months from the date of the final acceptance of the Services.

e. Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the City will sustain in the event of and by reason of Contractor's delay in completing the Services included in this Agreement within the time limit agreed upon or such extensions thereof as may be granted; therefore, pursuant to Public Contract Code section 7203, Contractor shall forfeit to City [AMOUNT] per calendar day as liquidated damages for each and every calendar day's delay beyond the time herein prescribed, or such extensions thereof as may be granted, for completion of all the Services included in this Agreement.

f. If the total Contract Amount as set forth in this Agreement is in excess of $25,000, then Contractor shall provide a Faithful Performance Bond and a Labor and Materials Bond, in the sum of 100% of the contract price pursuant to the requirements of Civil Code section 9550.

## SECTION VI – PUBLIC WORKS REQUIREMENTS

Section 6.1. Public Works Acknowledgement. Contractor acknowledges the Project is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code (Chapter 1).

Section 6.2. Prevailing Wages. Contractor is aware of the requirements of California Labor Code section 1720, et. seq., ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interest parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1777.6 and 1777.7, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with the Labor Code sections to the fullest extent required by law. Contractor shall defend, indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with Prevailing Wage Laws. The statutory provisions for penalties for failing to comply with the Prevailing Wage Laws and labor laws will be enforced, as well as that for failing to pay prevailing wages.

Section 6.3. Registration and Labor Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("**DIR**"). Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be

Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

Section 6.4. Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provision of Labor Code section 3700 which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing performance of the Services.

## SECTION VII – INSURANCE

Section 7.1. The Contractor shall, at Contractor's sole cost and expense, obtain and maintain the types and limits of insurance set forth in Exhibit "D" (attached hereto and by this reference incorporated herein) until the expiration of the period for correction of Services as set forth in Section 5.1.d.

Section 7.2. The Contractor shall, at Contractor's sole cost and expense, abide by all terms and conditions set forth in Exhibit "D" attached to this Agreement.

## SECTION VIII – INDEMNIFICATION

To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City's officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with the Services or any work undertaken or in connection with this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against City or its directors, officials, officers, employees, volunteers, and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents, or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceed, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

## SECTION IX – GENERAL PROVISIONS

Section 9.1. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**CITY:** CITY OF HUGHSON
POST OFFICE BOX 9
HUGHSON, CA 95326
ATTN: CITY MANAGER

**CONTRACTOR:** MHK CONSTRUCTION, INC.
PO BOX 928
DENAIR, CA 95316
ATTN: PRESIDENT

Section 9.2. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

Section 9.3. Waiver. It is expressly understood and agreed that a waiver of any of the conditions or covenants of this Agreement shall not be considered a waiver of any of the provisions hereof.

Section 9.4. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Section 9.5. Governing Law; Forum. This Contract shall be governed by the laws of the State of California, regardless of where it was executed. Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be resolved in a superior court located in Stanislaus County, California.

Section 9.6. Assignment. Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

Section 9.7. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

Section 9.8. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. City and Contractor each warrants to the other that the individual or individuals who have signed this Agreement on the behalf of City or Contractor, as the case may be, has or have the legal power, right, and authority to make this Agreement and bind each respective party.

Section 9.9. Attorney Fees. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be

awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

Section 9.10 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

Section 9.11 Conflicts. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement and any provision within any of the Bidding Documents or the Contract Documents (as such terms are used and/or defined in the Instructions to Bidders and other relevant documents pertaining to the solicitation of bids used by the City in connection with the Project), the provisions of this Agreement shall govern and control.

IN WITNESS WHEREOF, City and Contractor have executed this Agreement as of the day and year first above written.

CITY OF HUGHSON,
a California municipal corporation

_____
By: MERRY MAYHEW
Its: CITY MANAGER

Date:_____

MHK CONSTRUCTION

_____
By: MARVIN H. KERLEE
Its: PRESIDENT

Date: 11/30/23

Approved as to form:

_____
By: ANDREW PINASCO
Its: CITY ATTORNEY

Date:_____

# EXHIBIT A

**PROJECT DESCRIPTION:**

**SEE ATTACHED PROJECT DESCRIPTION AND SCOPE**

**SCOPE OF SERVICES:**

**Project Description:**

The City of Hughson is looking to pave the parking area accessible along the Fox Rd side of LeBright Park. The scope will include all items, as shown on the attached drawing. Scope is as follows:

**Project Scope:**

1) The contractor shall provide all asphalt, concrete, striping and signage, storm drainage including attachment to the street system, parking stops and bollards as shown in the attached drawings.
2) The drawings included in this scope are labeled "LeBright Fields Parking Lot", sheets 1 through 5.
3) The contractor shall be responsible for calculating the total square footage of asphalt and concrete required to complete this scope. No change orders will be approved due to miscalculations by the winning contractor.
4) The contractor shall be responsible for all traffic control required during the project and the storm drain tie-ins to the street system.
5) The contractor shall be responsible for keeping the street traffic and park activities disruption time to a minimum. This includes keeping access to the restroom/concession building during construction.
6) The contractor shall be responsible for making the transition from the asphalt to the new park walkway next to the continuation school and the Charles St sidewalk, ADA compliant.
7) The contractor shall have 60 calendar days to complete the work after receipt of the contract. Weather delays will be added to that time frame if the City and the contractor agree that work cannot continue under those conditions.
8) The contractor shall be responsible to provide all materials, labor and equipment needed to complete this scope.
9) The contractor understands that all "on-site" labor will be done at prevailing wage rates. The quote must reflect the most recent prevailing wage determination or as amended from time to time: https://www.dir.ca.gov/oprl/dprewagedetermination.htm
10) The contractor shall be responsible for the proper disposal of any project waste including excess soil.
11) The contractor shall be responsible for the protection of any materials or equipment left on site during non-working hours.
12) The contractor shall be responsible for any required building permits and inspections. Permit fees will be waived by the City.
13) The contractor is responsible for any required USA surveys. Any damage, because of not getting a survey, will be the contractor's sole responsibility.
14) The contractor shall provide their DIR number, proof of insurance and W-9 per City requirements.
15) According to contracting law, the contractor shall provide payment and performance bonds on work totaling $25k or more.
16) There will be a mandatory bid walk at 10:00 on November 13th. Meet at the job site located at the corner of Charles St and Fox Rd.
17) Bids will be due on November 27th at 2:00 p.m. Any bids received after 2:00 will be deemed non-responsive and will not be considered. Turn bids in either by email or hard copy dropped off at the lobby of City Hall. Email address: wnewlin@hughson.org
18) If you have any questions, please contact Bill Newlin at 209-617-7850 or Jose Vasquez at 209-505-3049.

1. The winning bidder will be required to sign the City of Hughson's standard construction contract. The standard contract form is located at the City of Hughson website. WWW.HUGHSON.ORG
2. If a traffic control plan is being asked for, the TCCP can be simple and straightforward.
3. Temporary closure to prevent public access at the end of the day is required.
4. Any permits required are to be applied for by the contractor at no cost.
5. If required, construction staking is the responsibility of the contractor to ensure that location and elevations of new items of construction satisfy the construction plans and/or site conditions.
6. See City contract form for insurance and indemnity requirements.

**Required Contractor's License(s)**: Under Public Contract Code section 3300 and Business and Professions Code section 7028.15(e), the City of Hughson requires that the contractor possess a valid contractor's license, covering this type of work, at the time that the contract is awarded. Failure to possess the specified license will render the bid non-responsive and will bar the award of the contract to any bidder not possessing such license at the time of the award.

**Required Contractor and Subcontractor DIR Registration**: The City of Hughson will accept bids only from bidders that (along with all subcontractors listed) are currently registered and qualified to perform public work pursuant to Labor Code section 1725.5; provided, however, that if a bidder is a joint venture (Business & Professions Code § 7029.1) then City of Hughson may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded. Please provide a State issued Department of Industrial 10 Relations (DIR) registration number with the bid proposal. Information on registration with the DIR is available at: https://efiling.dir.ca.gov/PWCR. This is a separate requirement from the Contractors State License Board licensing requirement.

**Substitution of Securities**: In accordance with Public Contract Code section 22300, substitution of eligible and equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder. Such equivalent securities must be deposited with City of Hughson or with a state or federally chartered bank as the escrow agent who will then pay such moneys to the contractor. Upon satisfactory completion of the contract, the securities will be returned to the contractor. Securities eligible for investment include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and City of Hughson. The contractor will be the beneficial owner of any securities used to secure its performance. Any escrow agreement will be substantially similar to the form set forth in Public Contract Code section 22300.

**Labor Code Compliance**: Any contract entered into pursuant to this Notice will incorporate the applicable provisions of the California Labor Code.

**Prevailing Wage Laws:** The successful bidder must comply with all prevailing wage laws applicable to the project, and related requirements contained in the contract documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City of Hughson, and may be obtained from the DIR website: http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Upon request, City of Hughson will make available copies to any interested party. Also, the successful bidder must post the applicable prevailing wage rates at the work site.

**Payroll Records and Prevailing Wage Monitoring**: This project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations. (Labor Code § 1771.4.). Each contractor and subcontractor must keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work. These records must be certified and made available for inspection at all reasonable hours at the principal place of the contractor as required by Labor Code section 1776. In the case of state-funded public works projects, certified payroll reports must be provided to City of Hughson on a weekly basis.

**Reservation of Rights**: The City Board reserves the right to reject any or all bids, waive any irregularities in the bids, and to make an award or any rejection in what it alone considers to be in the best interest of the City.

**Bid Protest Procedure:** Any bid protest must be in writing and received by City at 7018 Pine Street, Hughson California, before 5:00 p.m. no later than two working days following bid posting of the informal bids received by the cutoff date and must strictly comply with the requirements set forth in this Bid Protest Procedure.

1. **General.** Only a bidder who has actually submitted a responsive bid proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.

2. **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Bid Form, Contract Documents, or bidding documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

3. **Copy to Protested Bidder.** A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

4. **Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

5. **Copy to Protesting Bidder.** A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

6. **City's Decision.** The scope of the bid protest considered by the City shall be limited to the issues set forth in the bid protest timely filed pursuant to this Policy. The City may take any action on the bid protest that is authorized by law, including adoption of City staff's recommended determination of the bid protest, adoption of a determination different from that recommended by City staff, or the rejection of all bids without deciding the bid protest. The decision of the City on a bid protest shall be the final administrative action on the protest and shall exhaust the protesting bidder's administrative remedies.

**Exclusive Remedy.** The procedure and time limits set forth in this Bid Protest Procedure are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

8. **Right to Award.** The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

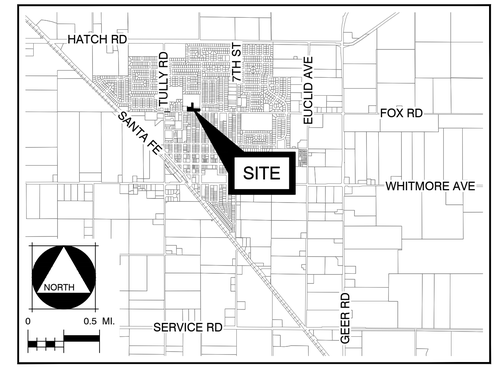
9. **Rejection of All Bids.** The filing of a bid protest shall not preclude the City from rejecting all bids. Rejecting all bids shall render a protest moot and terminate all protest proceedings.

IMPROVEMENT PLANS FOR:

# LEBRIGHT FIELDS PARKING LOT

## CITY OF HUGHSON, CALIFORNIA

## VICINITY MAP




## SHEET INDEX

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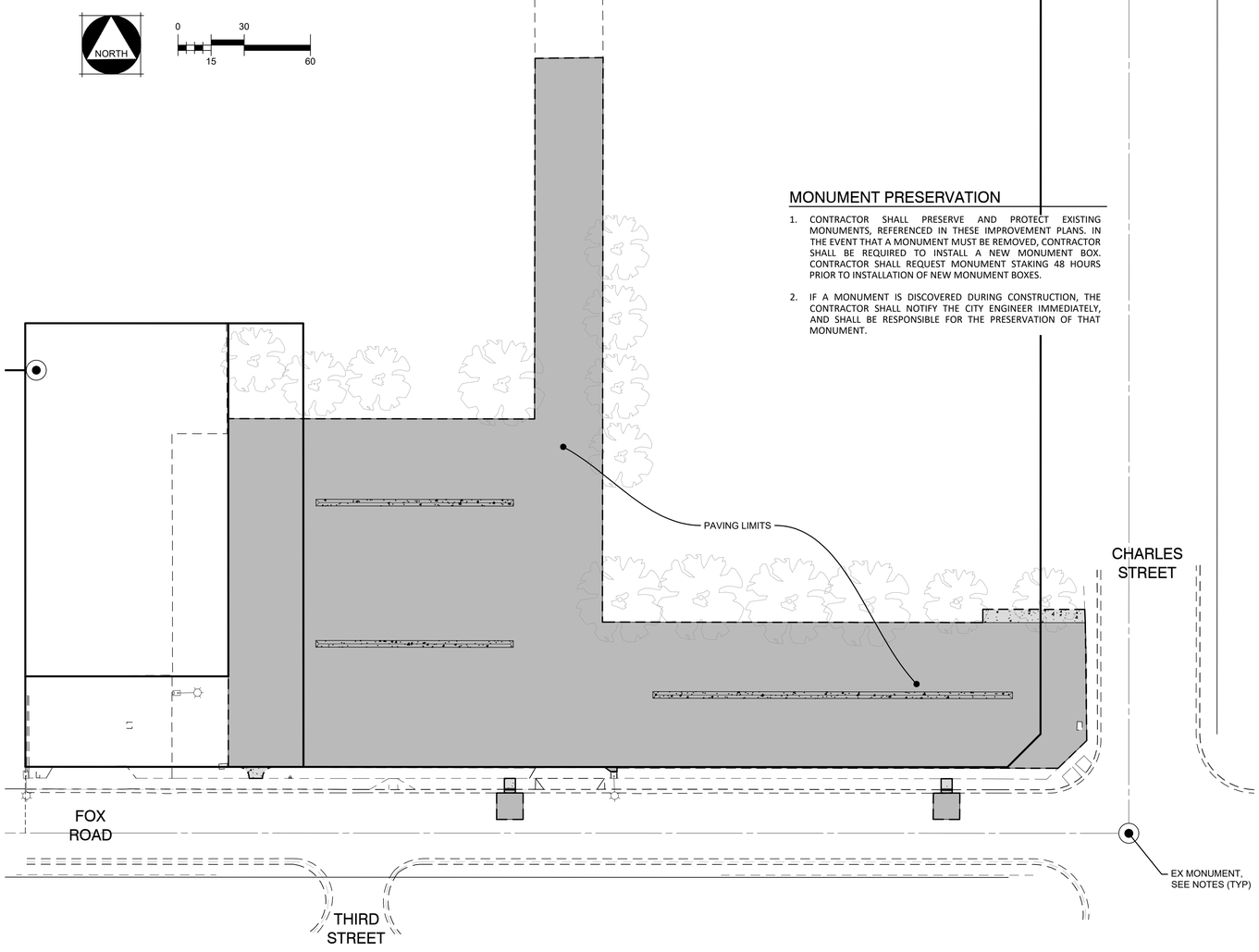
| 2 | GENERAL NOTES & DETAILS |
| 3 | TOPOGRAPHY & DEMOLITION PLAN |
| 4 | GRADING PLAN |
| 5 | EROSION CONTROL PLAN |

## PAVING LIMITS & MONUMENT PRESERVATION




## MONUMENT PRESERVATION

1. CONTRACTOR SHALL PRESERVE AND PROTECT EXISTING MONUMENTS, REFERENCED IN THESE IMPROVEMENT PLANS. IN THE EVENT THAT A MONUMENT MUST BE REMOVED, CONTRACTOR SHALL BE REQUIRED TO INSTALL A NEW MONUMENT BOX. CONTRACTOR SHALL REQUEST MONUMENT STAKING 48 HOURS PRIOR TO INSTALLATION OF NEW MONUMENT BOXES.

2. IF A MONUMENT IS DISCOVERED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER IMMEDIATELY, AND SHALL BE RESPONSIBLE FOR THE PRESERVATION OF THAT MONUMENT.

CITY OF Hughson

REGISTERED PROFESSIONAL ENGINEER NICKLAUS B. STEPHENS C 91352 CIVIL STATE OF CALIFORNIA


MCR ENGINEERING, INC.
1242 DUPONT COURT
MANTECA, CA 95336
TEL: ( 209 ) 239 - 6229
FAX: ( 209 ) 239 - 8839
www.mcrengineering.com
PREPARED UNDER THE DIRECTION OF:
NICKLAUS B. STEPHENS R.C.E. C91352 EXP: 9-30-24


DATE

PLAN REVISIONS

| NO. | DESCRIPTIONS | DATE |
|---|---|---|
| A | | |
| A | | |
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| A | | |

JOB NO. 23-C03
DATE 5/25/23
SCALE AS SHOWN
DR. BY NBS
CK. BY RM
FILE: HUGHSON/1-PUBLIC

COVER SHEET

**LEBRIGHT FIELDS PARKING LOT**

HUGHSON, CALIFORNIA

SHEET 1 OF 5 SHEETS

## GENERAL NOTES:

1. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE FOLLOWING: CITY OF HUGHSON STANDARD SPECIFICATIONS, AND ALL AMENDMENTS TO DATE, CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (CALTRANS, LATEST EDITION), WHERE APPLICABLE. ALL WORK SHALL BE UNDER THE INSPECTION OF THE RESPECTIVE ENTITY.

2. IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES AND AMBIGUITIES WHICH MAY EXIST IN THE PLANS AND SPECIFICATIONS. IF THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.

3. CONSTRUCTION STAKING FOR GRADING, CURB, GUTTER, SIDEWALK, SANITARY SEWER, STORM DRAIN AND WATER SHALL BE DONE UNDER THE DIRECTION OF M.C.R. ENGINEERING. THE CONTRACTOR SHALL NOTIFY THE ENGINEER SEVENTY-TWO (72) HOURS IN ADVANCE OF THIS NEED FOR STAKING. ANY STAKING REQUESTED BY THE CONTRACTOR OR HIS SUBCONTRACTORS THAT IS ABOVE AND BEYOND NORMAL STAKING NEEDS, WILL BE SUBJECT TO AN EXTRA BACK CHARGE TO THE CONTRACTOR.

4. THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSE FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE. ALL CENTERLINE AND/OR SURVEY MONUMENTS SHALL BE PRESERVED OR RESET AT THE END OF CONSTRUCTION.

5. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, ENGINEER AND THE CITY HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

6. UNLESS OTHERWISE STATED, ALL STATIONS INDICATED ON THE IMPROVEMENT PLANS ARE REFERENCED TO THE CENTERLINE OF THE STREET. ALL STATIONS OFF CENTER ARE PERPENDICULAR TO OR RADIALLY OPPOSITE CENTERLINE STATIONS, UNLESS OTHERWISE NOTED.

7. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER.

8. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAG MAN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY IN ACCORDANCE WITH THE CURRENT ISSUE OF "MANUAL OF TRAFFIC CONTROLS, WARNING SIGNS, LIGHTS AND DEVICES FOR USE IN PERFORMANCE OF WORK UPON HIGHWAY" PUBLISHED BY THE STATE OF CALIFORNIA BUSINESS AND TRANSPORTATION AGENCY.

9. THE OFFICE OF THE CITY ENGINEER SHALL BE NOTIFIED AT LEAST 24 HOURS IN ADVANCE OF ANY WORK.

10. P. G. & E., TELEPHONE AND CABLE TV UNDERGROUND WORK SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF THE CURB, GUTTER, SIDEWALK AND PAVING.

11. THE CITY OF HUGHSON AND ASSOCIATED UTILITY COMPANY AND RESIDENCES TO BE AFFECTED SHALL BE NOTIFIED IMMEDIATELY UPON ANY UTILITY SERVICE DISRUPTION OTHER THAN SPECIFIED ON THESE IMPROVEMENT PLANS AND A 24 HOUR NOTICE SHALL BE GIVEN FOR ANY PLANNED DISRUPTION.

12. THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE CITY OF HUGHSON, DEPARTMENT OF PUBLIC WORKS OR ANY OTHER APPLICABLE AGENCIES PRIOR TO COMMENCEMENT OF WORK WITHIN EXISTING CITY RIGHT-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND LICENSES REQUIRED FOR THE CONSTRUCTION AND COMPLETION OF THE PROJECT.

13. STREET SIGNS, TRAFFIC CONTROL SIGNS, AND PAVEMENT MARKINGS SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR AT LOCATIONS ESTABLISHED BY THE ENGINEER.

14. ASPHALT CONCRETE SHALL BE PLACED ONLY WHEN THE ATMOSPHERIC TEMPERATURE IS ABOVE 50°F.

15. CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF THE REMOVAL OR RELOCATION OF ALL EXISTING UTILITIES WITH RESPECTIVE UTILITY COMPANIES.

16. RURAL DRIVEWAY IMPACTED DURING CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL STATE.

17. DRAWING NUMBERS SHOWN ON THE PLANS REFER TO DRAWINGS CONTAINED IN THE CITY OF HUGHSON STANDARD SPECIFICATIONS, THUS: (I.E. DWG. ST-18).

18. PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE, IN THE FIELD, THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY MEMBERS OF THE UNDERGROUND SERVICE ALERT (U.S.A.) 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING THE TOLL-FREE NUMBER (800) 227-2600. THE CONTRACTOR SHALL RECORD THE U.S.A. ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER PRIOR TO ANY EXCAVATION. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE DEVELOPMENT.

19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND REPLACEMENT OF EXISTING IMPROVEMENTS.

20. WHENEVER PAVEMENT IS BROKEN OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE SPECIFICATIONS, THE PAVEMENT SHALL BE REPLACED, AFTER PROPER BACKFIRING, WITH PAVEMENT MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL PAVING. THE FINISHED PAVEMENT SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER, OR CALTRANS, WHERE APPLICABLE.

21. PAYMENT FOR PAVEMENT WILL BE MADE ONLY FOR AREAS SHOWN ON THE PLANS REPLACEMENT OF PAVEMENT WHICH IS BROKEN OR CUT DURING THE INSTALLATION OF THE WORK COVERED BY THESE SPECIFICATIONS, AND WHICH LIES OUTSIDE OF SAID AREAS, SHALL BE INDICATED IN THE CONTRACTOR'S UNIT PRICE FOR PAVEMENT, AND NO ADDITIONAL PAYMENT SHALL BE MADE FOR SUCH WORK.

22. EXCAVATIONS OF 5 FEET OR MORE IN DEPTH WILL REQUIRE AN EXCAVATION PERMIT FROM THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL SAFETY. FOR TRENCHES 5 FEET OF MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH SECTION 5-1.02A OF THE CALTRANS STANDARDS, CHAPTER 9 OF THE STATE OF CALIFORNIA LABOR CODE, AND ANY LOCAL CODES OR ORDINANCES.

F23. WE CALL YOUR ATTENTION TO TITLE 8 CALIFORNIA ADMINISTRATION CODE SECTION 1540 (A) (1) OF THE CONSTRUCTION SAFETY ORDERS ISSUED BY THE OCCUPATIONAL SAFETY AND HEALTH STANDARDS BOARD PURSUANT TO THE CALIFORNIA OCCUPATIONS SAFETY AND HEALTH ACT OF 1973 AS AMENDED WHICH STATES: (1) PRIOR TO OPENING AN EXCAVATION EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS; I.E. SEWER, WATER, FUEL, ELECTRICAL LINES, ETC., WILL BE ENCOUNTERED AND IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATION OF SUCH INSTALLATION, THE EXACT LOCATION SHALL BE DETERMINED BY CAREFUL PROBING OR HAND DIGGING; AND, WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.

24. ALL TRENCHES ON MAJOR AND COLLECTOR STREETS AND CROSS TRENCHES ON ALL STREETS SHALL BE PAVED WITH TEMPORARY PAVING THE SAME DAY THE PAVEMENT CUT IS MADE.

25. APPROPRIATE DUST CONTROL SHALL BE PROVIDED, AT THE CONTRACTOR'S EXPENSE TO MINIMIZE ANY DUST NUISANCE AND SHALL BE IN ACCORDANCE WITH SECTION 10 OF CALTRANS STANDARD SPECIFICATIONS AND THE REQUIREMENTS OF THE CITY OF HUGHSON.

26. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER, PRIOR TO FINAL ACCEPTANCE, AS-BUILT DRAWINGS OF ALL IMPROVEMENTS REPRESENTED BY THE PROJECT PLANS AND SPECIFICATIONS.

27. AFTER CONSTRUCTION OF ALL IMPROVEMENTS, THE ENGINEER SHALL SUBMIT ONE SET OF REPRODUCIBLE PLANS. FINAL INVERT ELEVATIONS FOR SEWER AND STORM DRAIN LINES THAT ARE TO BE EXTENDED FOR FUTURE CONSTRUCTION SHALL ALSO BE SHOWN ON THE "AS-BUILT" PLANS ALL AS PROVIDED TO THE ENGINEER BY THE CONTRACTOR.

28. THE CONTRACTOR SHALL NOTIFY M.C.R. ENGINEERING AT LEAST 48 HOURS PRIOR TO BACKFILLING OF ANY PIPE WHICH STUBS TO A FUTURE PHASE OF CONSTRUCTION FOR INVERT VERIFICATION. TOLERANCE SHALL BE IN ACCORDANCE WITH THE CITY OF HUGHSON STANDARD SPECIFICATIONS.

29. REGULATING DISCHARGES OF STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITY FROM SOIL DISTURBANCES OF ONE (1) ACRE OR MORE, A NOTICE OF INTENT (NOI), TO COMPLY WITH THE TERMS OF THE GENERAL PERMIT TO DISCHARGE STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITY MUST BE FILED AND APPROPRIATE FEE PAID PRIOR TO COMMENCEMENT OF CONSTRUCTION IN ADDITION, AT THE CONCLUSION OF THE PROJECT A NOTICE OF TERMINATION MUST ALSO BE FILED, SUBMIT THE FEE, A NOTICE OF INTENT, AND NOTICE OF TERMINATION TO THE STATE RESOURCES CONTROL BOARD AT THE FOLLOWING ADDRESS:

    STATE WATER RESOURCES CONTROL BOARD
    P.O. BOX 100
    SACRAMENTO, CA 95812-0100
    ATTN: STORM WATER PERMITTING SECTION

    IF YOU HAVE ANY QUESTIONS CALL WATER QUALITY CONTROL ENGINEER, CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, CENTRAL VALLEY REGION AT (916) 464-3291.

30. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE STATE WATER RESOURCES CONTROL BOARD (SWCRB) ORDER NO. 2009-0009-DWQ. THE CONTRACTOR SHALL IMPLEMENT AND MONITOR A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH THE SWRCB REGULATIONS.

31. BENCHMARK: XX

    ELEVATION: XXX

    DESCRIPTION: XXXX

32. CONTRACTOR SHALL COMPLY WITH BUSINESS AND PROFESSIONS CODE, SECTION 8771 (b) REGARDING REFERENCING, PRESERVING, AND RECONSTRUCTING MONUMENTS, WHETHER OR NOT THE MONUMENTS ARE SHOWN ON THE PLANS.

## GRADING NOTES:

1. EARTHWORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF HUGHSON STANDARDS, THE SOILS REPORT BY XXXXXX AND F.H.A. STANDARDS. ALL FILL AREAS SHALL BE TESTED AS REQUIRED BY THE CITY OF HUGHSON AND SHALL BE PAID FOR BY THE CONTRACTOR.

2. THE CITY SHALL BE RESPONSIBLE FOR COST OF INITIAL TEST FOR MOISTURE DENSITY CURVE. IF THE FIRST TEST FAILS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COST OF ALL SUBSEQUENT CURVES AND TESTS.

3. THE CONTRACTOR SHALL REVIEW SITE PRIOR TO BIDDING. ALL VEGETATION AND DELETERIOUS MATERIALS, INCLUDING ROOTS (SEE SOILS REPORT) SHALL BE REMOVED FROM THE SITE AT THE EXPENSE OF THE CONTRACTOR AND SHALL BE INCLUDED IN THE LUMP SUM CLEARING COST.

4. THE CONTRACTOR SHALL PRESERVE ALL STAKES AND POINTS SET FOR LINES, GRADES OR MEASUREMENT OF THE WORK IN THEIR PROPER PLACES UNTIL AUTHORIZED TO REMOVE THEM BY THE ENGINEER. ALL EXPENSES INCURRED IN REPLACING STAKES THAT HAVE BEEN REMOVED WITHOUT PROPER AUTHORITY SHALL BE PAID FOR BY THE GENERAL CONTRACTOR.

## POLLUTION AND DUST CONTROL:

1. THE CONTRACTOR SHALL KEEP THE WORK SITE FREE AND CLEAR OF RUBBISH AND DEBRIS.

2. THE CONTRACTOR SHALL EXERCISE CARE TO PRESERVE AND PROTECT NATURAL HABITAT ADJACENT TO THE PROJECT SITE.

3. THE CONTRACTOR SHALL NOT DISCHARGE SMOKE, DUST, OR ANY OTHER AIR CONTAMINANTS INTO THE ATMOSPHERE IN SUCH A QUANTITY AS WILL VIOLATE THE REGULATIONS OF ANY LEGALLY CONSTITUTED AUTHORITY.

4. THE CONTRACTOR SHALL KEEP ALL AREAS GENERATING DUST WITHIN THE LIMITS OF THE PROJECT WELL WATERED DURING THE TERM OF THIS CONTRACT. THIS INCLUDES BUT IS NOT LIMITED TO ACCESS RAMPS, THE HAUL ROADS, THE EMBANKMENT FILL AREA, AND ANY OTHER AREAS THAT MAY GENERATE DUST AS A RESULT OF CONTRACTOR'S OPERATIONS. THE CONTRACTOR SHALL PROVIDE DUST CONTROL MEASURES DURING EVENINGS, WEEKENDS, AND HOLIDAYS WHEN REQUESTED BY THE DISTRICT AT NO ADDITIONAL COST TO THE DISTRICT.

5. THE CONTRACTOR(S) SHALL KEEP ALL PUBLIC ROADWAYS ADJACENT TO THE PROJECT SITE FREE AND CLEAR OF MUD AND SILT DURING THE TERM OF THIS CONTRACT. THIS INCLUDES MUD CAUSED BY RAIN OR BY THE CONTRACTOR(S) WATERING PROCEDURES FOR DUST CONTROL.

6. THROUGHOUT ALL PHASES OF CONSTRUCTION, INCLUDING SUSPENSION OF WORK, AND UNTIL FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL KEEP THE PREMISES OCCUPIED BY HIM IN A CLEAN AND ORDERLY CONDITION, DISPOSING OF REFUSE AND LITTER IN A MANNER SATISFACTORY TO THE CITY OF HUGHSON.

## MITIGATION MONITORING AND REPORTING PROGRAM:

4.3-1: COMPLY WITH ALL APPLICABLE REQUIREMENTS OF SJVAPCD REGULATION VIII (FUGITIVE DUST PROHIBITIONS).

4.3-2: THE PROJECT APPLICANTS SHALL INCORPORATE FEASIBLE EMISSION CONTROL MEASURES INTO THE PROJECT DESIGN AND OPERATION AS DETERMINED APPROPRIATE BY T HE CITY. SUCH MEASURES MAY INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING ITEMS AS RECOMMENDED IN THE SJVAPCD GUIDE FOR ASSESSING AND MITIGATING AIR QUALITY IMPACTS (SJVAPCD 2002) AND OTHER SOURCES.

4.3-3: IMPLEMENT MEASURES TO REDUCE EXPOSURE OF SENSITIVE RECEPTORS TO TAC EMISSIONS.

## WATER NOTES:

1. ALL WATER CONSTRUCTION, MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF HUGHSON STANDARD SPECIFICATIONS AND PLANS.

2. THE CONTRACTOR SHALL EXPOSE EXISTING WATER LINES TO VERIFY EXISTING ELEVATION AND LOCATION PRIOR TO START OF CONSTRUCTION.

3. ALL WATER LINES SHALL BE TESTED AND DISINFECTED IN CONFORMANCE WITH THE REQUIREMENTS OF THE CITY OF HUGHSON AND THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, SECTION C-651.
   WATER LINE TESTING SHALL INCLUDE:

   HYDROSTATIC PRESSURE TESTING PER CITY OF HUGHSON STANDARD SPECIFICATION 99-1.14 AND BACTERIOLOGICAL TESTING PER CITY OF HUGHSON STANDARD SPECIFICATION 99-1.15 AND AWWA C651.

   AFTER FINAL FLUSHING AND BEFORE THE NEW WATER MAIN IS CONNECTED TO THE DISTRIBUTION SYSTEM, TWO CONSECUTIVE SETS OF ACCEPTABLE SAMPLES, TAKEN 24 HOURS APART, SHALL BE COLLECTED FROM THE NEW MAIN. SAMPLES SHALL BE COLLECTED AT SITES AS DIRECTED BY CITY. (AT LEAST ONE SET OF SAMPLES SHALL BE COLLECTED EVERY 1200 FEET OF THE NEW WATER MAIN, PLUS ONE SET FROM EACH END OF THE LINE AND AT LEAST ONE SET FROM EACH BRANCH). ALL SAMPLES SHALL BE TESTED FOR BACTERIOLOGICAL QUALITY, AND SHALL SHOW THE ABSENCE OF COLOFORM ORGANISMS. A STANDARD HETEROTROPHIC PLATE COUNT MAY BE REQUIRED AT THE OPTION OF THE CITY ENGINEER.

   SAMPLES SHALL BE TAKEN FROM WATER THAT HAS STOOD IN THE NEW MAIN FOR AT LEAST 16 HOURS AFTER FINAL FLUSHING HAS BEEN COMPLETED.

   IF THE INITIAL DISINFECTION FAILS TO PRODUCE SATISFACTORY BACTERIOLOGICAL SAMPLES, THE MAIN SHALL BE REFLUSHED AND RESAMPLED DAILY FROM THE SAME POINT(S) UNTIL TWO CONSECUTIVE SAMPLES ARE NEGATIVE FOR COLOFORM ORGANISMS.

   THE CITY OF HUGHSON SHALL PAY FOR THE INITIAL BACTERIOLOGICAL TESTS. THE CONTRACTOR SHALL PAY FOR ALL TESTING NECESSITATED BY FAILURE OF THE INITIAL TEST(S). IF TRENCH WATER HAS ENTERED THE NEW MAIN DURING CONSTRUCTION OR, IF IN THE OPINION OF THE CITY OF HUGHSON, EXCESSIVE QUANTITIES OF DIRT OR DEBRIS HAVE ENTERED THE NEW MAIN, BACTERIOLOGICAL SAMPLES SHALL BE TAKEN AT INTERVALS OF APPROXIMATELY 200 FEET AND SHALL BE IDENTIFIED BY LOCATION. THE CONTRACTOR SHALL INSTALL ADDITIONAL WATER SERVICE TAPS AND SAMPLING STATIONS AS REQUIRED. THE CONTRACTOR SHALL ALSO REMOVE SAMPLING STATIONS AND SERVICES UPON SATISFACTORY COMPLETION OF TESTING. THE CONTRACTOR SHALL PAY FOR TESTING OF THE CONTAMINATED AREAS.

   CONTRACT PRICE SHALL INCLUDE FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS, AND FOR DOING ALL OF THE WORK INVOLVED IN TESTING AND DISINFECT ION OF THE WATER MAINS.

4. CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAG MEN, OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.

5. WATER LINES SHALL BE A MINIMUM OF 10 FEET OUTSIDE OF PIPE TO OUTSIDE OF PIPE FROM SEWER MAINS. CROSSINGS SHALL MEET STATE HEALTH STANDARDS.

6. ALL VALVE BOXES TO BE ADJUSTED TO FINISH GRADE AFTER STREET PAVING. COST FOR RAISING FACILITIES TO BE INCLUDED IN UNIT PRICES FOR VALVES. ALL VALVE BOXES SHALL BE REPLACED WITH NEW, PROVIDED BY THE CONTRACTOR.

7. THE CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 5' OR MORE. SAID PROTECTION TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF HUGHSON DEPARTMENT OF PUBLIC WORKS, AND STATE REGULATIONS.

8. ALL CONNECTIONS TO EXISTING CITY FACILITIES SHALL BE MADE IN THE PRESENCE OF THE CITY ENGINEER, OR HIS APPOINTED REPRESENTATIVE.

9. ALL MATERIALS THAT WILL COME IN CONTACT WITH POTABLE WATER SHALL COMPLY WITH NSF 61.

10. ALL PIPE PENETRATIONS THROUGH CONCRETE FLOORS SHALL INCLUDE A SLEEVE WITH A MINIMUM ONE INCH (1") ANNULAR SPACE (SPACING) BETWEEN THE OUTER DIAMETER OF THE PROPOSED PIPE AND INNER DIAMETER OF THE SLEEVE. THE SPACING SHALL BE FILLED WITH AN APPROVED EPOXY OR FLEXIBLE GROUT. PROVIDE OVERLAPPING #5 REBAR, MINIMUM 4' LENGTHS, DIAGONAL STEEL REINFORCING AROUND ALL CONCRETE FLOOR OPENINGS.

11. ALL SECTIONS OF UNDERGROUND WATER PIPE 10" DIAMETER AND LARGER LOCATED WIHTIN TREATMENT AND WELL SITE MUST BE MECHANICALLY RESTRAINED. CONCRETE ENCASEMENT OF BURIED PIPE, WHERE SPECIFIED, SHALL BE LEAN CONCRETE (2,000 PSI). NOTE: PUMP CAN ENCASEMENT SHALL BE 4,000 PSI CONCRETE.

12. CONTRACTOR SHALL USE MECHANICAL PIPE RESTRAINTS FOR ALL LARGE DIAMETER PIPES PER THE FOLLOWING TABLE:

CITY OF Hughson

REGISTERED PROFESSIONAL ENGINEER NICKLAUS B. STEPHENS C 91352 CIVIL STATE OF CALIFORNIA


MCR ENGINEERING
MCR ENGINEERING, INC.
1242 DUPONT COURT
MANTECA, CA 95336
TEL: (209) 239-6229
FAX: (209) 239-8839
WWW.MCRENGINEERING.COM
PREPARED UNDER THE DIRECTION OF:
NICKLAUS B. STEPHENS R.C.E. C91352 EXP. 9-30-24 DATE


PLAN REVISIONS

| NO. | DESCRIPTIONS | DATE |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

JOB NO. 23-C03
DATE 5/25/23
SCALE AS SHOWN
DR. BY NBS
CK. BY RM
FILE: HUGHSON/1-PUBLIC

GENERAL NOTES & DETAILS

LEBRIGHT FIELDS PARKING LOT

HUGHSON, CALIFORNIA

SHEET 2 OF 5 SHEETS

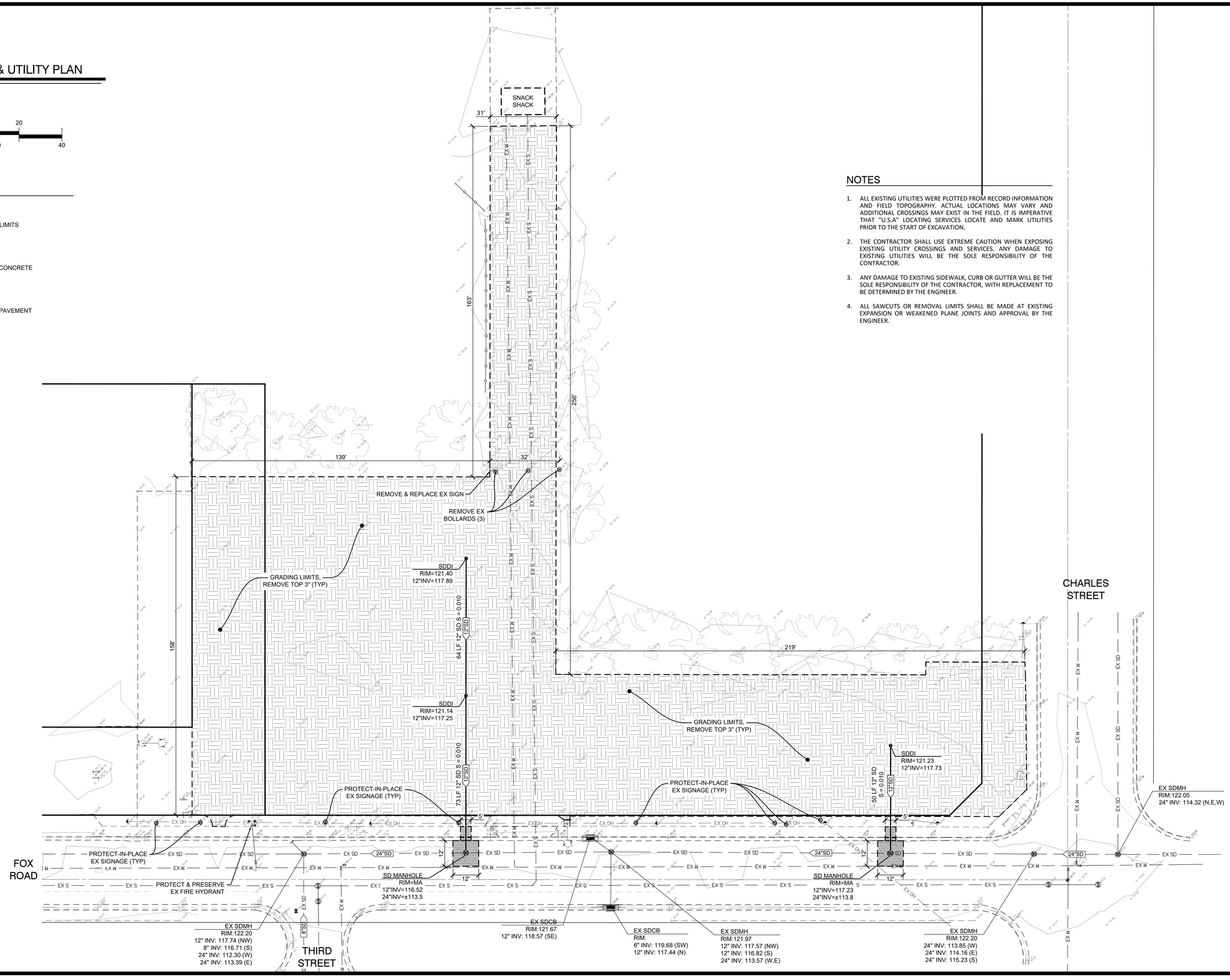
# TOPOGRAPHY & UTILITY PLAN

NORTH

0 20
10 40

## LEGEND

- GRADING LIMITS
- DEMO EX CONCRETE
- DEMO EX PAVEMENT




## NOTES

1. ALL EXISTING UTILITIES WERE PLOTTED FROM RECORD INFORMATION AND FIELD TOPOGRAPHY. ACTUAL LOCATIONS MAY VARY AND ADDITIONAL CROSSINGS MAY EXIST IN THE FIELD. IT IS IMPERATIVE THAT "U.S.A" LOCATING SERVICES LOCATE AND MARK UTILITIES PRIOR TO THE START OF EXCAVATION.
2. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN EXPOSING EXISTING UTILITY CROSSINGS AND SERVICES. ANY DAMAGE TO EXISTING UTILITIES WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
3. ANY DAMAGE TO EXISTING SIDEWALK, CURB OR GUTTER WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR, WITH REPLACEMENT TO BE DETERMINED BY THE ENGINEER.
4. ALL SAWCUTS OR REMOVAL LIMITS SHALL BE MADE AT EXISTING EXPANSION OR WEAKENED PLANE JOINTS AND APPROVAL BY THE ENGINEER.

CITY OF Hughson

REGISTERED PROFESSIONAL ENGINEER NICKLAUS B. STEPHENS C 91352 CIVIL STATE OF CALIFORNIA


MCR ENGINEERING, INC.
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NICKLAUS B. STEPHENS R.C.E. C91352 EXP: 9-30-24 DATE


PLAN REVISIONS

| NO. | DESCRIPTIONS | DATE |
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| 6 | | |

JOB NO. 23-C03
DATE 5/25/23
SCALE AS SHOWN
DR. BY NBS
CK. BY RM
FILE: HUGHSON1-PUBLIC

TOPOGRAPHY & UTILITY PLAN

**LEBRIGHT FIELDS PARKING LOT**

HUGHSON, CALIFORNIA

SHEET 3 OF 5 SHEETS

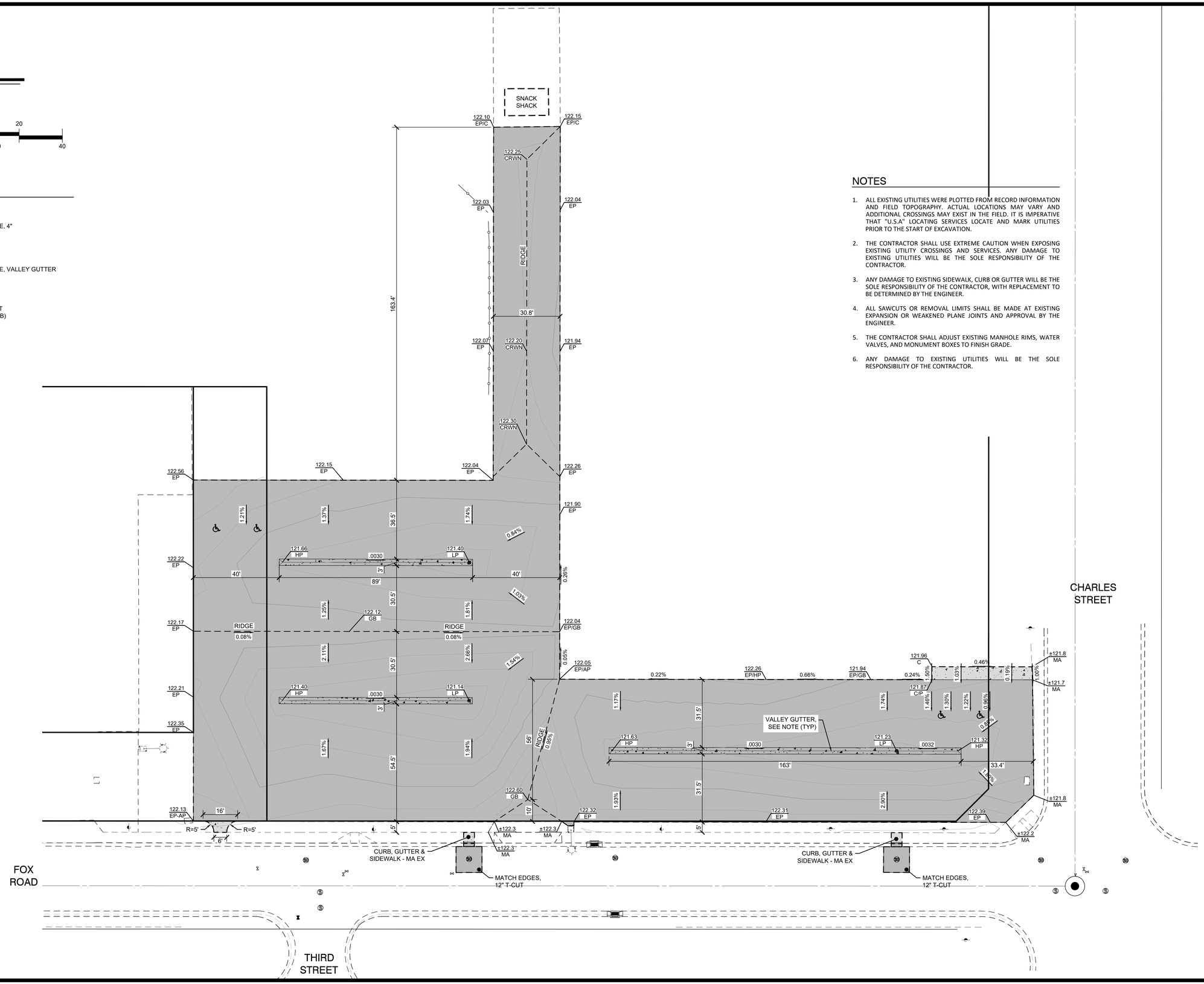
## GRADING PLAN

NORTH

0 10 20 40

## LEGEND

- CONCRETE, 4"
- CONCRETE, VALLEY GUTTER
- PAVEMENT (3"AC / 6"AB)

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5. THE CONTRACTOR SHALL ADJUST EXISTING MANHOLE RIMS, WATER VALVES, AND MONUMENT BOXES TO FINISH GRADE.
6. ANY DAMAGE TO EXISTING UTILITIES WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

CITY OF Hughson

REGISTERED PROFESSIONAL ENGINEER NICKLAUS B. STEPHENS C 91352 CIVIL STATE OF CALIFORNIA


MCR ENGINEERING, INC.
1242 DUPONT COURT
MANTECA, CA 95336
TEL : ( 209 ) 239 - 6229
FAX : ( 209 ) 239 - 8839
PREPARED UNDER THE DIRECTION OF :
NICKLAUS B. STEPHENS R.C.E. C91352 EXP. 9-30-24 DATE


PLAN REVISIONS

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| 6 | | |

JOB NO. 23-C03
DATE 5/25/23
SCALE AS SHOWN
DR. BY NBS
CK. BY RM
FILE: HUGHSON/1-PUBLIC

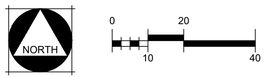
GRADING PLAN

**LEBRIGHT FIELDS PARKING LOT**

HUGHSON, CALIFORNIA

SHEET 4 OF 5 SHEETS

## STRIPING PLAN

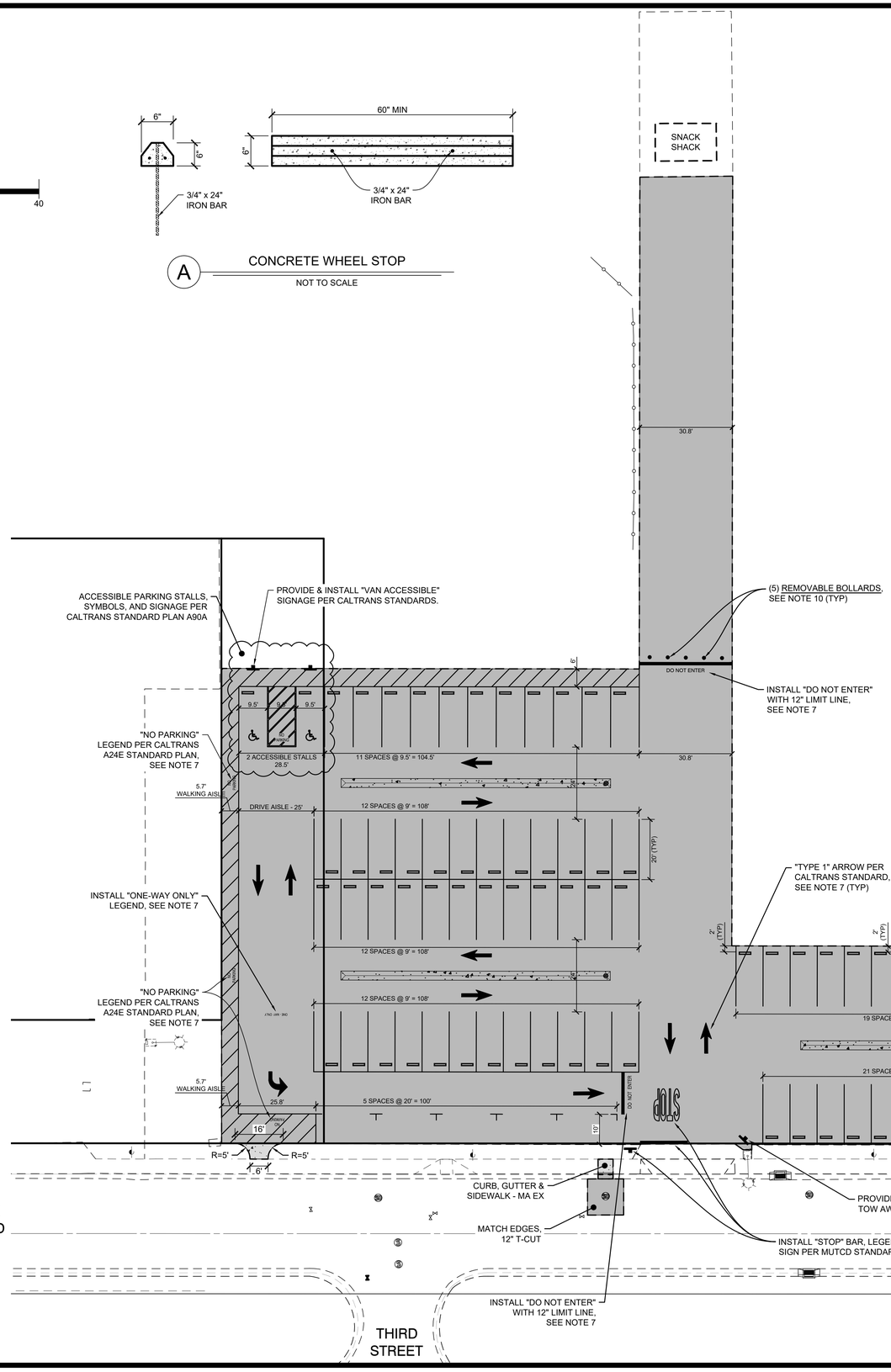






A CONCRETE WHEEL STOP

NOT TO SCALE

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5. THE CONTRACTOR SHALL ADJUST EXISTING MANHOLE RIMS, WATER VALVES, AND MONUMENT BOXES TO FINISH GRADE.
6. ANY DAMAGE TO EXISTING UTILITIES WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
7. ALL PARKING AND LIMIT LINE(S), LEGENDS, AND TYPE 1 ARROWS SHALL BE TYPE A WHITE NON-REFLECTIVE PAINT PER CALTRANS STANDARDS.
8. PROVIDE AND INSTALL TOW AWAY SIGN THAT READS THE FOLLOWING:

   "UNAUTHORIZED VEHICLES PARKED IN DESIGNATED ACCESSIBLE SPACES NOT DISPLAYING DISTINGUISHING PLACARDS OR SPECIAL LICENSE PLATES ISSUED FOR PERSONS WITH DISABILITIES WILL BE TOWED AWAY AT THE OWNERS EXPENSE. TOWED VEHICLES MAY BE RECLAIMED BY TELEPHONING THE HUGHSON POLICE DEPT. (209) 883-4052"
9. PERMANENT BOLLARDS - 4" O.D. x 8 GA. STEEL POSTS, 36" BELOW GRADE, 42" ABOVE GRADE, FILLED WITH 2000# CONCRETE, ROD TO REMOVE AIR VOIDS, DOME FINISH TOP, AND PAINTED REFLECTIVE YELLOW COLOR.
10. REMOVABLE BOLLARDS - 4" O.D. x 8 GA. STEEL POSTS, 24" BELOW GRADE, 36" ABOVE GRADE, 10" SLEEVE, METAL CAP PERMANENTLY ATTACHED AT TOP, WITH 1-1/2" EYE BOLT NEAR THE TOP FOR OPTIONAL CABLE/CHAIN.

CITY OF Hughson

REGISTERED PROFESSIONAL ENGINEER NICKLAUS B. STEPHENS C 91352 CIVIL STATE OF CALIFORNIA


MCR ENGINEERING, INC.
1242 DUPONT COURT
MANTECA, CA 95336
TEL: (209) 239-6229
FAX: (209) 239-8839
www.mcrengineering.com
PREPARED UNDER THE DIRECTION OF:
NICKLAUS B. STEPHENS R.C.E. C91352 EXP: 9-30-24 DATE


PLAN REVISIONS

| NO. | DESCRIPTIONS | DATE |
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JOB NO. 23-C03
DATE 5/25/23
SCALE AS SHOWN
DR. BY NBS
CK. BY RM
FILE: HUGHSON/1-PUBLIC

STRIPING PLAN

**LEBRIGHT FIELDS PARKING LOT**

HUGHSON, CALIFORNIA

SHEET 5 OF 5 SHEETS

# EXHIBIT B

**PAYMENT – SCHEDULE OF VALUES: $318,922**

**Bid Schedule attached.**

# CONTRACTOR'S BID

Lebright Parking Lot

| No. | Description | Quantity | Unit | | Unit Price | | Total Price |
|---|---|---|---|---|---|---|---|
| 1. | Mobilization | 1 | LS | @ | 4,675.00 | = | $4,675.00 |
| 2. | Grading – Export Top 3" | 427 | YD | @ | 25.00 | = | $10,675.00 |
| 3. | Grading – Site and Compaction | 1 | LS | @ | 33,000.00 | = | $33,000.00 |
| 4. | Paving – 3" AC / 6" AB | 45,462 | SF | @ | 3.50 | = | $159,117.00 |
| 5. | Concrete – 4" | 361 | SF | @ | 15.00 | = | $5,415.00 |
| 6. | Valley Gutter (3' Wide) | 343 | LF | @ | 37.00 | = | $12,691.00 |
| 7. | Concrete Wheel Stops | 91 | EA | @ | 84.00 | = | $7,644.00 |
| 8. | 12" Storm Drain | 187 | LF | @ | 45.00 | = | $8,415.00 |
| 9. | Catch Basin | 3 | EA | @ | 6,750.00 | = | $20,250.00 |
| 10. | Storm Drain Manhole | 2 | EA | @ | 17,000.00 | = | $34,000.00 |
| 11. | Traffic Control | 1 | LS | @ | 10,500.00 | = | $10,500.00 |
| 12. | Striping & Signage | 1 | LS | @ | 5,740.00 | = | $5,740.00 |
| 13. | Erosion Control and Maintenance | 1 | LS | @ | 6,800.00 | = | $6,800.00 |

TOTAL BID (NUMBERICAL) = $318,922.00

TOTAL BID (WRITTEN OUT) = THREE HUNDRED EIGHTEEN THOUSAND NINE HUNDRED TWENTY TWO DOLLARS

| Bidder's Signature | Title | Company Name |
|---|---|---|
| [signature] | PRESIDENT | MHK CONSTRUCTION INC. |

CITY OF HUGHSON
DEPARTMENT OF PUBLIC WORKS

# BIDDER'S BOND

We, MHK Construction, Inc.

_____ as Principal, and

Travelers Casualty and Surety Company of America

as Surety are bound unto the City of Hughson, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for LEBRIGHT PARKING LOT for which bids are to be opened at Hughson City Hall on **November 27th, 2023**.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is bought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: November 21st, 20 23.

MHK Construction, Inc.

See notary Attachment

_____
Principal

Travelers Casualty and Surety Company of America
Surety

By _____
Rosa E. Rivas, Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

**See attached CA All Purpose Acknowledgement**

On this _____ day of _____ in the year 20 ___ before me

_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of , and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

_____

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 11/21/2023 before me Becky Gomez, Notary Public, personally appeared Rosa E. Rivas who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

BECKY GOMEZ
Notary Public - California
Orange County
Commission # 2453974
My Comm. Expires Jul 30, 2027

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

WITNESS my hand and official seal.

Signature Becky Gomez
Signature of Notary Public

**CALIFORNIA ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Stanislaus

On November 24th, 2023 before me, Ryan D Lynch Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Marvin Kerlee III
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

RYAN D. LYNCH
Notary Public - California
Stanislaus County
Commission # 2331342
My Comm. Expires Aug 11, 2024

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

WITNESS my hand and official seal.

Signature Ryan D Lynch
*Signature of Notary Public*

*Place Notary Seal and/or Stamp Above*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**
Title or Type of Document: Bidder's Bond
Document Date: 11/21/2023 Number of Pages: 3
Signer(s) Other Than Named Above:

**Capacity(ies) Claimed by Signer(s)**

| Signer's Name: Marvin Kerlee III | Signer's Name: |
|---|---|
| ☒ Corporate Officer – Title(s): Owner | ☐ Corporate Officer – Title(s): |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: | ☐ Other: |
| Signer is Representing: MHK Construction Inc | Signer is Representing: |

©2019 National Notary Association

| TRAVELERS | Travelers Casualty and Surety Company of America<br>Travelers Casualty and Surety Company<br>St. Paul Fire and Marine Insurance Company |
|---|---|

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ROSA E. RIVAS** of **IRVINE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of November, 2023

_____
Kevin E. Hughes, Assistant Secretary

*To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.*
*Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.*

NOTED !

# ADDENDUM

**DATE:** NOVEMBER 14, 2023 **ADD. NO.:** 1

**PROJECT:** LEBRIGHT PARKING LOT

**FROM:** Nicklaus Stephens, Asst. City Engineer

**TO:** All Bidders

**PAGES:** **1 of 5**

This Addendum forms a part of the Contract Documents and modifies the original Proposal dated October, 2023. Acknowledge receipt of this Addendum when submitting the Proposal. Failure to do so may subject the bidder to disqualification.

**1-1** Bid opening remains scheduled for November 27, 2023 at 2:00pm. Bids shall be electronically submitted to Bill Newlin at wnewlin@hughson.org. Bids shall be submitted using the attached bid form.

**1-2** The sign-in log from the mandatory pre-bid meeting on Monday (11/13) is attached.

**1-3** Contractors shall be required to provide bid bonds, utilizing the attached bid bond form.

**1-4** Per the pre-bid meeting announcements, please see the following directions:

- The City's goal is for construction to be completed no later than Friday, March 29th, 2024.
- It is estimated that construction can begin January 1st, 2024.
- The Contractor shall be responsible for moving the existing white telephone poles (laying on the ground) as needed for construction activities. At the end of construction, poles shall be replaced at the edge of the new pavement, close to where they were originally.
- Tree trimming will be performed by the City prior to the start of construction.
- The Contractor will have complete access to the site throughout construction. Temporary perimeter fencing IS NOT required by the City, but may be utilized by the Contractor at their own expense and discretion.

- It is anticipated that the Contractor will need to off haul additional material to make subgrade. This additional cost shall be included in Bid Item #3 "Grading – Site and Compaction".
- The City will take care of general staking requests, at no expense to the Contractor. See Sheet 2, General Note 3, for additional staking information.

**End of Addendum**

# EXHIBIT C

COPY OF PUBLIC CONTRACT CODE SECTIONS ON CLAIMS RESOLUTION PROCEDURES AND CIVIL ACTION PROCEDURES (as of January 2019)

20104.2 Claims; requirements; tort claims excluded

For any claim subject to this article, the following requirements apply:
(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
(b)(1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
(c)(1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4 Civil Action Procedures; mediation and arbitration; trial de novo; witnesses

The following procedures are established for all civil actions filed to resolve claims subject to this article:
(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

# EXHIBIT D

# INSURANCE PROVISIONS

**SECTION 1 REQUIRED INSURANCE COVERAGES FOR CONTRACTORS AND SUBCONTRACTORS**

**SECTION 1.1** Contractor, and each subcontractor, throughout the term of the Project, or longer as required below, will procure and maintain in full force and effect, at its sole cost and expense, the following insurance with limits not less than specified herein or as required by law, whichever is greater:

**(a) Workers' Compensation Insurance**

(i) **Minimum Scope and Limits.** Workers' Compensation Insurance with employer's liability insurance with limits of the following:

Coverage A. Statutory Benefits - State of Hire

Coverage B. Employers' Liability of not less than:

| | |
|---|---|
| Bodily Injury by accident: | $1,000,000 each accident |
| Bodily Injury by disease: | $1,000,000 policy limit |
| Bodily Injury by disease: | $1,000,000 each employee |

(ii) **Waiver of Subrogation.** Worker's Compensation Insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or otherwise, against City and City's lender(s). A waiver of subrogation shall be effective as to any person even if such person (A) would otherwise have a duty of indemnification, contractual or otherwise, (B) did not pay the Worker's Compensation Insurance premium directly or indirectly, and (C) does or does not have an insurable interest in the property damaged.

**(b) Automobile Liability**

Insurance to include coverage equivalent in scope to ISO form CA 00 01 with not less than $1,000,000 combined single limit, each accident covering all owned, hired and non-owned autos. If Contractor or any subcontractor does not have any company-owned vehicles, a copy of the declaration page from the personal auto liability policy of the principal(s) of Contractor or each subcontractor making such claim will be acceptable. Hired and non-owned auto coverage of Contractor and each subcontractor must be evidenced through a general liability policy or auto policy.

**(c) Comprehensive/Commercial General Liability for Construction Manager and Contractor**

(i) **Minimum Limits.** Contractor shall carry Comprehensive General Liability or Commercial General Liability insurance ("**CGL**") covering all operations by or on behalf of Contractor providing CGL coverage (equivalent in coverage to ISO form CG 00 01) for bodily injury and property damage, shall not be less than:

| | |
|---|---|
| Each Occurrence Limit | $2,000,000 |
| Personal Advertising Injury Limit | $1,000,000 |
| Products and Completed Operations | $2,000,000 |
| General Aggregate Limit | $4,000,000 |

(ii) **Minimum Scope.** The policy must include the following scope or endorsements:

1. Standard ISO CG0001 10 01 Contractual Liability coverage, or its equivalent.

2. Separation of Insureds clause.

3. Broad Form Property Damage coverage.

4. A Waiver of Subrogation, to apply in favor of City and any City lender(s).

5. Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

6. Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.

7. Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).

8. The CGL policy may not be subject to a self-insured retention ("**SIR**") or deductible that exceeds $25,000. In the event City has been notified of a claim arising from the Project, City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. In the event the amounts owed to Construction Manager or Contractor is insufficient to meet the SIR/deductible or the Project is completed, City shall be entitled to deduct the remaining balance of the SIR/deductible from amounts owed to Contractor for its work. If any policy is subject to a SIR, then such SIR shall contain or be endorsed to provide that the SIR may be satisfied through payments made by (A) the named insured, or (B) City or (C) any additional insureds, co-insurers, and/or insureds other than the First Named Insured. The policy must also state that the Allocated Loss Adjustment Expenses will satisfy the SIR or deductible.

(iii) **Additional Insured Endorsements.** The Contractor will obtain an Additional Insured Endorsement naming the City and its lender(s) as an additional insured.

**(d) CGL for Subcontractors.**

(i) **Minimum Limits.** Subcontractors are required to obtain CGL insurance coverage with CGL coverage (equivalent in coverage to ISO form CG 00 01) for bodily injury and property damage, shall not be less than:

| | Insurance Limits |
|---|---|
| Each Occurrence | $2,000,000 |
| Personal Advertising Injury Limit | $1,000,000 |
| Products/Completed Operations Aggregate Limit | $2,000,000 |
| General Aggregate Limit<br><br>(other than Products/Completed Operations) | $4,000,000 |

(ii) **Minimum Scope.** The policy must include the following provisions:

1. Standard ISO CG0001 10 01 Contractual Liability coverage, or its equivalent.

2. Separation of Insureds clause.

3. Broad Form Property Damage coverage, including completed operations, or its equivalent.

4. An Additional Insured Endorsement (equivalent to ISO form CG 20 10 11 85 or ISO form CG 20 10 10 02 (or earlier edition form), plus ISO form CG 2037 10 01) naming as additional insured: City and any City lender(s).

5. A Waiver of Subrogation, to apply in favor of City and any City lender(s).

6. Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

7. Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.

8. Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).

9. There shall be no exclusion for attached, residential or condominium projects.

10. Products and Completed Operations coverage shall be maintained for the longer of (a) ten (10) years following completion of the Contractor's work or in the case of subcontractors, the subcontractors' work, and (b) the applicable statute of limitations and/or repose for the jurisdiction of the site of the Project.

11. There shall be no exclusion for subsidence.

12. There shall be no "pollution" exclusions or its equivalent.

**(e) Professional Liability Insurance.**

1. **Minimum Limits.** If Contractor or any subcontractor performs or contracts to perform any design/build work in connection with the Project, Contractor or such subcontractor, or its design subconsultant, must have Professional (Errors and Omissions) Liability insurance in limits not less than $2,000,000 each claim and in the aggregate, with a deductible or SIR amount not greater than $50,000.

2. **Minimum Scope.** Such insurance shall include prior acts coverage sufficient to cover the Services and the work in connection therewith, and contractual liability to cover liability assumed under the Agreement, or in the case of a subcontractor, the subcontract. Such policy may be written on a "claims made" basis provided that the policy has a retroactive date of placement prior to or coinciding with the commencement of any professional services performed on any part of the Services and is to be maintained during the term of the Agreement or any subcontract in connection with the Agreement, in the case of subcontractors, and for a period of ten (10) years after substantial completion of the Project. There shall be no exclusion for attached, residential or condominium projects, or public works projects. Such Contractor or subcontractor performing design/build Work is required to obtain evidence to City that their current Professional Liability policy has no impairment on the aggregate limits before commencing any design/build work.

**(f) <u>Property Insurance</u>.**

1. **<u>Coverages</u>.** Contractor and subcontractors performing work in connection with the Project are required to maintain Property Insurance coverage for physical damage (including loss of use therefrom), of their property, supplies and equipment (whether or not owned by them) that are not covered under the City's Builder's Risk Insurance. The policy should be maintained for the duration of this Agreement, or in the case of Subcontractors, their subcontracts, and shall continue until the Project is delivered to the City.

2. **<u>Required Waivers</u>.** Contractor and subcontractors performing work in connection with the Project shall have no recourse, and waive all rights of recovery, against the Indemnified Parties (and any Persons claiming through them) for any physical damage to any property, supplies or equipment of Contractor or Subcontractors. Each policy shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the parties entitled to indemnification under Section VIII of the Agreement (and all persons or entities claiming through them), and against any other contractor or subcontractor for any monies paid under the said insurance policies. Contractor and each subcontractor performing work in connection with the Project shall cause its insurance carriers to consent to such waiver of subrogation.

3. **Additional Insureds.** The policy shall name the City and its lender(s) as an additional insureds and loss payees on the property insurance policies in connection with any material stored off-site by Contractor and/or any subcontractor.

4. In the event that materials or any other type of personal property of Contractor is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include theft, fire, vandalism, and use, including use by unauthorized persons.

## SECTION 2 GENERAL INSURANCE REQUIREMENTS FOR CONTRACTOR AND SUBCONTRACTORS

**SECTION 2.1** All insurance required under this Exhibit D shall be obtained at the sole cost and expense of Contractor, and/or subcontractors, and shall be maintained with insurance carriers properly licensed to do business in the California having a general rating of not less than an "A(-)" and financial rating of not less than at least an "VII" as rated in the most recent edition of A.M. Best's Insurance Reports or, if not rated by A.M. Best's Insurance Reports, then a comparable rating from a nationally recognized rating agency approved by the City. Contractor agrees to provide to City a full certified copy of any policy maintained by Contractor at City's request, and require the same of its subcontractors.

**SECTION 2.2** If any subcontractor fails to secure and maintain the required insurance, City or Contractor shall have the right (without any obligation to do so) to secure same in the name and for the account of Contractor in which event Contractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith. City shall notify Contractor if City exercises its right, whereupon Contractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to City. City further reserves the right at any time, with thirty (30) days' written notice to Contractor, to require that Contractor resume the procurement and maintenance of any insurance for which City has elected to procure pursuant to this subsection; in such event, the sums paid to Contractor by City shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to City's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Contractor's completed Services at the time of such adjustment.

**SECTION 2.3** All insurance policies must provide per the terms and conditions of the insurance policies a thirty (30) days' written notice to City of any cancellation, non-renewal or modification of any such policies and a ten (10) days' notice of cancellation for non-payment of premium to City. Contractor shall and shall require all Subcontractors to shall provide City with a copy of any notice of reduction or cancellation that they receive within five (5) business days of receipt of such notice. Contractor and each of its subcontractors shall supply City with updated replacement certificates of insurance and/or copies of insurance policies that evidence the continuation of all of the terms and conditions of the coverage, limits of protection, and scope of coverage as required by this Exhibit D.

**SECTION 2.4** No act or omission of any insurance agent, broker or insurance company representative shall relieve Contractor of any of its obligations under the Agreement.

**SECTION 2.5** Contractor or its subcontractors (or any combination thereof) shall not take any actions that would suspend or invalidate any of the required coverages during the time period such coverages are required to be in effect.

**SECTION 2.6** Each insurance policy shall provide that any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided to City and all additional insureds.

**SECTION 2.7 No Limitations on Coverage.** The insurance limits herein are minimum levels of insurance only and nothing herein should be construed to limit the actual limits of insurance obtained by Contractor or its subcontractors. Should Contractor or its subcontractors obtain limits and coverages in excess of the minimum insurance requirements contained herein, then the limits in the policy shall apply to this Project.

**SECTION 2.8** The Certificates of Insurance shall state "All Operations" of Contractor performed on behalf of City shall be covered by such insurance.

**SECTION 2.9** City reserves the right, in its sole discretion, to require higher limits of liability coverage if, in City's opinion, operations by or on behalf of Contractor create higher than normal hazards, and, to require Contractor to name additional parties in interest to be an additional insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement. If City exercises the right to require higher limits, City and Contractor shall negotiate an equitable adjustment through a change order.

**SECTION 2.10** Nothing in this Exhibit D shall reduce Contractor's, and any subcontractor's obligations under the Agreement. Contractor's (or any subcontractors') procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of the Agreement.

**SECTION 2.11 Certificates of Insurance.** Neither Contractor nor any subcontractor shall commence any Services or other work on or about the site of the Project including, without limitation, bringing any equipment or personnel onto the Project site, until such time as City has received, reviewed and approved evidence satisfactory to City that all mandatory insurance as specified in this Exhibit D has been obtained by such parties and that such insurance is in form and substance satisfactory to City. Prior to the commencement of the Services, Contractor and each subcontractor are required to provide certificates of insurance to City as evidence that policies specified in this Exhibit D are in full force and effect. Acceptance and/or approval by City of the insurance herein shall not be construed to waiver or relieve Contractor or subcontractors from any obligations, responsibilities or liabilities under the Agreement. Certificates of insurance will be labeled and addressed as follows:

CITY OF HUGHSON
POST OFFICE BOX 9
HUGHSON, CA 95326
ATTN: CITY MANAGER

**SECTION 2.12 Waiver of Right to Recovery.** Contractor, and any subcontractor performing work in connection with the Project retained by or for Contractor, hereby waive all rights of recovery by subrogation, because of deductible or self-insured retention clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, and for any other reasons, against each other, City, and its elected officials, managers, officers, directors, agents, and employees, and any other contractor, subcontractor or other person or entity performing work or rendering services on behalf of City in connection with the Project.

**SECTION 2.13 Umbrella/Excess Liability Insurance.** If excess/umbrella policies are used to meet the limits of liability requirement said policies shall be "following" form of the underlying primary policy. Evidence of such coverage shall be provided in the form of a certificate of insurance and endorsements in compliance with Section 2.11 before Contractor or any subcontractor commences work on the Project.

**SECTION 2.14 Property Insurance.** Where Property/Builder's Risk insurance is not purchased by City for the benefit of Contractor and any subcontractor performing work in connection with the Project, then Contractor and each subcontractor shall be fully responsible for all loss or damage to Contractor and/or each subcontractor's work, and Contractor and/or each subcontractor shall obtain Property/Builder's Risk insurance covering Contractor, and/or each subcontractor's work. Such insurance

shall also apply to any of City's property in the care, custody, or control of Contractor and/or each subcontractor.

**SECTION 2.15** All capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Agreement.

**CITY COUNCIL**
**CITY OF HUGHSON**
**RESOLUTION NO. 2023-61**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AWARDING A CONTRACT FOR THE CONSTRUCTION OF THE PARKING LOT IMPROVEMENTS AT LEBRIGHT FIELDS IN THE AMOUNT OF $318,922.00 TO MHK CONSTRUCTION WITH A 10% CONTINGENCY**

**WHEREAS**, on March 27, 2023, the City Council approved the Lebright Renovation project including the new restroom/concession stand, paving and striping the parking lot including required storm drains, an ADA pathway around the outside of the park with cutouts that will allow a wheelchair to turn around, and rebuilding the park's main electrical backboard and upgrades needed to the existing electrical; and

**WHEREAS**, the request for bids for the Parking Lot Improvement Project was posted on November 2, 2023; and

**WHEREAS**, MHK Construction is the lowest responsible bidder for the Parking Lot Improvement project in the amount of $318,922.00,

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson does hereby award a contract for the construction of the Parking Lot Improvements at Lebright Fields to MHK Construction in the amount of $318,922.00 with a 10% contingency and authorize the City Manager to execute the contract inclusive of final edits by the City Attorney.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 11th day of December 2023, by the following roll call vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT**:

**APPROVED:**

_____
**RANDY CROOKER, Mayor Pro Tem**

»
»
»

**ATTEST:**

_____

**ASHTON GOSE, City Clerk**

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

**Meeting Date:** **December 11, 2023**
**Subject:** **Approval of the Appointment of Jose Vasquez as Interim Public Works and Utilities Superintendent and Authorizing a 25% Pay Increase**
**Presented By:** **Carla Jauregui, Community Development Director**

**Approved By:** Merry Mayhew
**City Manager**

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**Staff Recommendation:**

Approve appointing Jose Vasquez as Interim Public Works and Utilities Superintendent effective December 19, 2023, and authorize a 25% pay increase.

**Background and Overview:**

Staff recognizes the critical importance of effective leadership and operational efficiency in the Utilities and Public Works departments, as well as throughout the City. As part of our ongoing commitment to enhancing operational efficiency, combined with the lack of applicants to fill a key role in the Utilities Department, staff is proposing appointing Jose Vasquez, Public Works Superintendent, to oversee the day-to-day operations of both Public Works and the Utility departments as Interim Public Works and Utilities Superintendent. This strategic move aims to leverage Jose's proven leadership and organizational skills while making sure to maintain Neil Raya's pivotal and essential role as a Wastewater Treatment Plant Operator for the City, a role that has been spread thin with the additional duties he took on with his role as Interim Utilities Superintendent for the last eight months.

**Discussion:**

The Utilities department has faced challenges since March 2023 with the absence of a permanent Superintendent. While Neil has taken on the role of Interim Superintendent, which has a great deal of responsibilities, there has been a natural void in his role as the City's sole Wastewater Treatment Plant Operator. The City has not been successful at filling the Utilities Superintendent position permanently, as there has been a lack of applicants for the open position. Jose's role in facilitating and overseeing the day-to-day operations of the department will allow Neil to focus on the day-to-day functions in his role as the Wastewater Treatment Plant Operator, and the time to focus on much-needed preventative maintenance that has been

deferred over time, due to a lack of adequate staffing.

Jose has been a dedicated City of Hughson employee since 2015, showcasing remarkable progression from Maintenance Worker I, later promoted to a Water Treatment/Distribution Operator in 2018 and, ultimately in 2020 he was promoted to his current position as the Public Works Superintendent. Throughout his tenure, Jose has consistently demonstrated strong leadership skills, effective communication, and a proactive approach to problem-solving.

Placing Jose as the Interim Superintendent over Public Works and Utilities aligns with the Council's commitment to strong leadership and operational efficiency. This positive pivot ensures continuity in Neil's crucial role as a Wastewater Treatment Plant Operator, overseeing the operations of the City's state-of-the-art facility and ensuring optimum efficient operations while harnessing Jose's proven leadership capabilities to address the existing departmental leadership gap due to the vacancy. To compensate for the additional duties, the Interim Superintendent will be paid an additional 25% in salary for the time that the Public Works Superintendent takes on these additional responsibilities. During this time, the recruitment for Utilities Superintendent will remain posted and staff will continue to look at operational efficiencies. Staff is confident that this strategic move will contribute to the continued success of both the Utilities and Public Works departments.

**Fiscal Impact:**

If approved, a 25% salary increase amounting to $22,027 annually, will be allocated Fund 210 (Sewer) and Fund 240 (Water). The salary increment will be completely offset by the vacant Utilities Superintendent position, which carries a starting salary of $72,488 plus benefits.

# 2023 Accepted Donations List

| Date: | Donor: | Amount/Item: | Purpose: |
|---|---|---|---|
| 04/17/2023 | Tavernas Farms | $150.00 | Hughson has Heart |
| 04/21/2023 | Disciples of Jesus Christ | $200.00 | Hughson has Heart |
| 10/06/2023 | Young Ladies Grand Institute | $100.00 | Hughson has Heart |

Per Donation Policy - Resolution No. 2022-17 Approved by the Hughson City Council on June 13, 2022