



HUGHSON CITY COUNCIL

AGENDA

**City of Hughson
CITY COUNCIL MEETING
Hughson City Hall – 7018 Pine Street Hughson, California
MONDAY, JANUARY 8, 2024 – 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-PwkdIrKoMmOJDzBSodu6A?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](#)

CALL TO ORDER: Mayor George Carr

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

FLAG SALUTE: Mayor George Carr

INVOCATION: Hughson Ministerial Association

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 December 11, 2023.
- 3.2: Approve the Warrants Register.
- 3.3 Waive the Second Reading and Adopt Ordinance No. 2023-05, Authorizing the Amendment of Authorized Services and the Levy of a Special Tax Lien.
- 3.4: Approve the 2024 City Council Appointments to Boards and Committees.

4. UNFINISHED BUSINESS:

- 4.1 Approval of a Contract with MHK Construction for the Installation of a Sewer Lateral at Lebright Fields, and Authorization for the City Manager to Execute the Contract.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS:

- 6.1: Adoption of Resolution No. 2024-01, Ratifying the Execution of the Professional Services Agreement with Quality Service Inc., for Water and Wastewater Consulting Services.
- 6.2 Adoption of Resolution No. 2024-02, Censuring Council Member Samuel Rush for violation of the Council Code of Conduct for Elected Officials and failure to adhere to internal relations as specified in the City of Hughson Municipal Code.

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:

City Manager:

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:

- 9.1 Public Employment
Title: City Manager

10. ADJOURNMENT:

The next regular City Council Meeting is scheduled for January 22, 2024, at 6:00 P.M.

<u>AFFIDAVIT OF POSTING</u>	
Date: January 5, 2024	Time: 4:30 PM
Name: Sarah Chavarin	Title: Accounting Manager

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:

January 9	▪ Parks, Recreation and Entertainment Commission Meeting, City Council Chambers, 6:00 PM - Canceled
January 15	▪ Martin Luther King Jr. Day – City Hall Closed
January 16	▪ Planning Commission Meeting, City Council Chambers, 6:00 PM - Canceled
January 17	▪ Hughson has Heart Planning Meeting, City Council Chambers, 6:00 PM
January 22	▪ Economic Development Committee Meeting, City Hall, 4:30 PM
January 22	▪ 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.



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

Meeting Date: January 8, 2024
Subject: Approval of the City Council Minutes
Presented By: Ashton Gose, Executive Assistant/City Clerk
Approved By: *Merry Mayhew*
City Manager

Staff Recommendation:

Approve the Minutes of the regular Meeting of December 11, 2023.

Background and Overview:

The draft minutes of the December 11, 2023 meeting are prepared for the Council's review.



HUGHSON CITY COUNCIL

MINUTES

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

CALL TO ORDER: Mayor Pro Tem Randy Crooker

ROLL CALL:

Present: Mayor Pro Tem Randy Crooker
Councilmember Julie Ann Strain
Councilmember Alan McFadon

Absent: Mayor George Carr
Councilmember Samuel Rush

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

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

NONE.

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”.

CROOKER/STRAIN 3-0-0-2 motion passes to approve the Consent Calendar, as presented, with the following roll call vote:

CROOKER	RUSH	STRAIN	McFADON	CARR
AYE	ABSENT	AYE	AYE	ABSENT

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.

Director Jauregui presented the staff reports on these items.

Mayor Pro Tem Crooker opened the public hearing at 6:05PM. There was no public comment. Mayor Pro Tem Crooker closed the public hearing at 6:05PM.

STRAIN/McFADON 3-0-0-2 motion passes to adopt Resolution No. 2023-58, Amending the Authorized Services within the City of Hughson Citywide Public Safety and Maintenance Services Community Facilities District, with the following roll call vote:

CROOKER	RUSH	STRAIN	McFADON	CARR
AYE	ABSENT	AYE	AYE	ABSENT

CROOKER/McFADON 3-0-0-2 motion passes to adopt Resolution No. 2023-59, Declaring the Results of a Special Election, with the following roll call vote:

CROOKER	RUSH	STRAIN	McFADON	CARR
AYE	ABSENT	AYE	AYE	ABSENT

McFADON/STRAIN 3-0-0-2 motion passes to 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, with the following roll call vote:

CROOKER	RUSH	STRAIN	McFADON	CARR
AYE	ABSENT	AYE	AYE	ABSENT

6. NEW BUSINESS:

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

City Clerk Gose presented the staff report on this item.

Mayor Pro Tem Crooker opened public comment at 6:19PM. There was no public comment. Mayor Pro Tem Crooker closed public comment at 6:19PM.

STRAIN/McFADON 3-0-0-2 motion passes to approve a one-time repair expense to COIT Cleaning and Restoration Services, in the amount of \$51,024.05, with the following roll call vote:

CROOKER	RUSH	STRAIN	McFADON	CARR
AYE	ABSENT	AYE	AYE	ABSENT

- 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.

Director Jauregui presented the staff reports on these items.

Mayor Pro Tem Crooker opened public comment at 6:25PM. There was no public comment. Mayor Pro Tem Crooker closed public comment at 6:25PM.

McFADON/STRAIN 3-0-0-2 motion passes to 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, and adopt 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, with the following roll call vote:

CROOKER	RUSH	STRAIN	McFADON	CARR
AYE	ABSENT	AYE	AYE	ABSENT

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

Director Jauregui presented the staff report on this item.

Mayor Pro Tem Crooker opened public comment at 6:31PM. There was no public comment. Mayor Pro Tem Crooker closed public comment at 6:31PM.

CROOKER/McFADON 3-0-0-2 motion passes to approve the appointment of Jose Vasquez as Interim Public Works and Utilities Superintendent, and authorizing a 25% pay increase, with the following roll call vote:

CROOKER	RUSH	STRAIN	McFADON	CARR
AYE	ABSENT	AYE	AYE	ABSENT

7. CORRESPONDENCE:

- 7.1:** 2023 Accepted Donations List.

No action taken.

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 regular meeting scheduled for December 25, 2023, will be canceled.

Chief of Police:

Chief MacKinnon provided the City Council with the latest Crime Statistic Report.

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

Councilmember McFadon attended a ribbon cutting at Walk Pointe Apartments.

Councilmember Strain attended a ribbon cutting at Walk Pointe Apartments. She also attended a 2+2 City/School meeting on December 11, 2023.

Mayor Pro Tem Crooker attended a 2+2 City/Fire meeting on December 6, 2023.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

10. ADJOURNMENT:

The regular meeting of December 11, 2023, was adjourned at 6:38 PM.

APPROVED:

RANDY CROOKER, Mayor Pro Tem

ATTEST:

ASHTON GOSE, City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: January 8, 2024
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Kim Weimer, Director of Finance
Approved By: *Merry Mayhew*
City Manager

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 December 4, 2023, through January 3, 2024.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

Check Report

By Check Number

Date Range: 12/04/2023 - 01/03/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Payable Bank-Payable Bank						
01420	CALIFORNIA STATE DISBURSEMENT UNIT	12/07/2023	Regular	0.00	40.12	57479
INV0010280	Invoice	12/06/2023	INCOME WITHHOLDING FOR CHILD SUPP...	0.00	40.12	
00032	AFLAC	12/11/2023	Regular	0.00	322.45	57483
882320	Invoice	12/01/2023	AFLAC	0.00	322.45	
01603	Amazon Capital Services, Inc.	12/11/2023	Regular	0.00	160.32	57484
14YC-TXDW-1PTH	Invoice	10/05/2023	Office Supplies	0.00	36.08	
173M-J9YG-KQ9L	Invoice	10/29/2023	OFFICE SUPPLIES	0.00	146.67	
19TT-CJPK-1JY6	Invoice	11/24/2023	Office Supplies	0.00	43.55	
1D7Q-T7KL-6FT4	Credit Memo	10/18/2023	DEWALT 20V BATTERY	0.00	-83.05	
1NRD-3VMY-VN4Y	Invoice	09/24/2023	Office Supplies	0.00	17.07	
00105	AZEVEDO'S AUTO SERVICE	12/11/2023	Regular	0.00	489.39	57485
071793	Invoice	12/08/2023	pw 21 Maf sensor work	0.00	489.39	
01817	Black Castle Construction	12/11/2023	Regular	0.00	11,250.00	57486
INV-0522	Invoice	08/01/2023	Hughson Christian School	0.00	5,530.00	
INV-0582	Invoice	09/12/2023	HUGHSON CHRISTIAN SCHOOL	0.00	5,530.00	
INV-0597	Invoice	09/12/2023	LEBRIGHT FIELDS	0.00	190.00	
01925	City of Foster City	12/11/2023	Regular	0.00	1,134.00	57487
15731	Invoice	12/01/2023	Job Postings	0.00	1,134.00	
00310	CLARK'S PEST CONTROL	12/11/2023	Regular	0.00	206.00	57488
34499519	Invoice	12/07/2023	PEST CONTROL	0.00	129.00	
34500324	Invoice	12/07/2023	PEST CONTROL	0.00	77.00	
01538	Colonial Life	12/11/2023	Regular	0.00	484.42	57489
5405907-1101673	Invoice	12/05/2023	Colonial Life	0.00	484.42	
00332	CONDOR EARTH TECHNOLOGIES	12/11/2023	Regular	0.00	11,481.69	57490
89957	Invoice	10/31/2023	Ground sampling/ Services (Blanket)	0.00	8,852.69	
89980	Invoice	10/31/2023	22-24 MS4 Storm water support	0.00	2,629.00	
01570	CSG Consultants	12/11/2023	Regular	0.00	3,324.75	57491
53764	Invoice	12/05/2023	Professional Services	0.00	1,930.50	
B231163	Invoice	12/05/2023	Building Plan Review Services	0.00	214.50	
B231893	Invoice	12/05/2023	Building Plan Review Services	0.00	1,179.75	
01616	De Novo Planning Group	12/11/2023	Regular	0.00	41,937.50	57492
3877	Invoice	12/07/2023	Professional Services	0.00	7,382.50	
3950	Invoice	08/17/2023	Professional Services	0.00	13,450.00	
4010	Invoice	10/05/2023	Professional Services	0.00	7,518.75	
4047	Invoice	11/16/2023	Professional Services	0.00	13,586.25	
00464	EZ NETWORK SYSTEMS, INC.	12/11/2023	Regular	0.00	5,994.93	57493
TS43296	Invoice	12/08/2023	IT SERVICES	0.00	5,994.93	
00474	FERGUSON ENTERPRISES, INC	12/11/2023	Regular	0.00	436.81	57494
1829630	Invoice	12/08/2023	water parts	0.00	436.81	
00513	GARTON TRACTOR	12/11/2023	Regular	0.00	414.92	57495
P2789901	Invoice	12/08/2023	filters for fleet	0.00	380.75	
P2830401	Invoice	12/08/2023	filters for fleet	0.00	34.17	
00522	GEOANALYTICAL LABORATORIE	12/11/2023	Regular	0.00	1,511.00	57496

Check Report

Date Range: 12/04/2023 - 01/03/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
J3K0708	Invoice	12/08/2023	Water Lab Sampling	0.00	937.00	
J3K1401	Invoice	12/08/2023	Water Lab Sampling	0.00	167.00	
J3K1402	Invoice	12/08/2023	WW Lab Samples	0.00	175.00	
J3K2103	Invoice	12/08/2023	WW Lab Samples	0.00	65.00	
J3K2104	Invoice	12/01/2023	Water Lab Sampling	0.00	167.00	
00528	GILTON SOLID WASTE MANAGE	12/11/2023	Regular	0.00	147,853.80	57497
HUGHSS-086	Invoice	09/29/2023	STREET SWEEPING	0.00	1,895.07	
HUGHSS-088	Invoice	11/30/2023	STREET SWEEPING	0.00	1,895.07	
INV0010292	Invoice	12/07/2023	GARBAGE SERVICE- November 2023	0.00	72,634.81	
INV0010293	Invoice	12/07/2023	GARBAGE SERVICE- October 2023	0.00	71,428.85	
01322	GOSE, ASHTON	12/11/2023	Regular	0.00	84.60	57498
INV0010291	Invoice	12/07/2023	Water/Forks for Meetings- Food for farwel...	0.00	84.60	
00546	GRANITE TELECOMMUNICATION	12/11/2023	Regular	0.00	1,453.06	57499
627721282	Invoice	12/05/2023	PHONES	0.00	1,453.06	
00570	HARRIS & ASSOCIATES Inc.	12/11/2023	Regular	0.00	2,500.00	57500
60438	Invoice	12/05/2023	Professional Services 10/29/23 - 11/25/23	0.00	2,500.00	
01776	Howell Communications	12/11/2023	Regular	0.00	15,490.00	57501
63154	Invoice	12/08/2023	Antenna work	0.00	15,490.00	
00627	HUGHSON NAPA AUTO & TRUCK	12/11/2023	Regular	0.00	1,015.22	57502
373052	Invoice	11/01/2023	parts and supplies (blanket PO)	0.00	92.28	
373063	Invoice	11/01/2023	fleet maintenance (blanket PO)	0.00	29.34	
373073	Invoice	11/01/2023	fleet maintenance (blanket PO)	0.00	62.76	
373102	Invoice	11/02/2023	fleet maintenance (blanket PO)	0.00	351.79	
373157	Invoice	11/03/2023	fleet maintenance (blanket PO)	0.00	7.54	
373323	Invoice	11/06/2023	fleet maintenance (blanket PO)	0.00	9.90	
373342	Invoice	11/06/2023	fleet maintenance (blanket PO)	0.00	28.57	
373709	Invoice	11/13/2023	parts and supplies (blanket PO)	0.00	12.93	
373711	Invoice	11/13/2023	parts and supplies (blanket PO)	0.00	16.17	
373832	Invoice	11/14/2023	fleet maintenance (blanket PO)	0.00	15.73	
374076	Invoice	11/17/2023	parts and supplies (blanket PO)	0.00	30.56	
374115	Invoice	11/17/2023	Well 9	0.00	9.64	
374276	Invoice	11/21/2023	fleet maintenance (blanket PO)	0.00	30.08	
374302	Invoice	11/21/2023	parts and supplies (blanket PO)	0.00	12.90	
374364	Invoice	11/22/2023	fleet maintenance (blanket PO)	0.00	18.51	
374366	Invoice	11/22/2023	fleet maintenance (blanket PO)	0.00	14.05	
374588	Invoice	11/29/2023	parts and supplies (blanket PO)	0.00	43.37	
374675	Invoice	11/30/2023	fleet maintenance (blanket PO)	0.00	15.08	
374677	Invoice	11/30/2023	fleet maintenance (blanket PO)	0.00	214.02	
00659	J.B. Anderson Land Use Planning	12/11/2023	Regular	0.00	3,263.75	57503
100123HUGH	Invoice	10/01/2023	General Planning Services	0.00	3,263.75	
00668	JIMENEZ TRUCK AND TIRE RE	12/11/2023	Regular	0.00	647.09	57504
110223-2	Invoice	12/08/2023	tires for ut1	0.00	647.09	
00682	KAISER FOUNDATION HEALTH	12/11/2023	Regular	0.00	7,886.67	57505
691534626809	Invoice	01/01/2024	MEDICAL SERVICES- January	0.00	7,886.67	
00698	KUBWATER RESOURCES, INC	12/11/2023	Regular	0.00	10,960.80	57506
11939	Invoice	08/07/2023	Polymer (Blanket)	0.00	5,480.40	
12126	Invoice	11/17/2023	Polymer (Blanket)	0.00	5,480.40	
00755	MCR ENGINEERING, INC	12/11/2023	Regular	0.00	31,430.00	57507
18897	Invoice	10/31/2023	Well 7 site improvements	0.00	4,500.00	
18900	Invoice	10/31/2023	Hughson City Engineer	0.00	26,930.00	
01459	Merry Mayhew	12/11/2023	Regular	0.00	39.51	57508

Check Report

Date Range: 12/04/2023 - 01/03/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0010265	Invoice	12/05/2023	Lebright Concession Stand Floor Drain Cov...	0.00	39.51	
00611	Mid Valley Publications	12/11/2023	Regular	0.00	297.85	57509
342510	Invoice	11/30/2023	Parkwood CFD Public Hearing Notice	0.00	297.85	
00775	MISSION UNIFORM SERVICE	12/11/2023	Regular	0.00	1,089.35	57510
520385786	Invoice	11/06/2023	uniform service (blanket PO)	0.00	131.74	
520385787	Invoice	11/06/2023	uniform service (blanket PO)	0.00	70.88	
520385789	Invoice	11/06/2023	uniform service (blanket PO)	0.00	65.86	
520428620	Invoice	11/13/2023	uniform service (blanket PO)	0.00	70.04	
520428621	Invoice	11/13/2023	uniform service (blanket PO)	0.00	70.88	
520428622	Invoice	11/13/2023	uniform service (blanket PO)	0.00	65.86	
520434238	Invoice	11/14/2023	uniform service (blanket PO)	0.00	54.29	
520483160	Invoice	11/20/2023	uniform service (blanket PO)	0.00	70.04	
520483161	Invoice	11/20/2023	uniform service (blanket PO)	0.00	70.88	
520497256	Invoice	11/20/2023	uniform service (blanket PO)	0.00	87.00	
520516935	Invoice	11/27/2023	uniform service (blanket PO)	0.00	54.29	
520527432	Invoice	11/27/2023	uniform service (blanket PO)	0.00	74.99	
520527433	Invoice	11/27/2023	uniform service (blanket PO)	0.00	70.88	
520527434	Invoice	11/27/2023	uniform service (blanket PO)	0.00	65.86	
520783162	Invoice	11/20/2023	uniform service (blanket PO)	0.00	65.86	
00824	NEUMILLER & BEARDSLEE	12/11/2023	Regular	0.00	21,777.06	57511
345482	Invoice	11/20/2023	LEGAL SERVICES	0.00	1,600.00	
345642	Invoice	11/21/2023	General Admin	0.00	8,086.92	
345643	Invoice	11/20/2023	LEGAL SERVICES	0.00	2,350.00	
345646	Invoice	11/27/2023	LEGAL SERVICES	0.00	1,600.00	
345647	Invoice	12/04/2023	Personnel Matters	0.00	1,825.00	
345648	Invoice	11/27/2023	General Admin	0.00	6,315.14	
00837	NORTHSTAR CHEMICAL	12/11/2023	Regular	0.00	7,798.80	57512
262653	Invoice	12/08/2023	Well 8	0.00	7,798.80	
00855	OPERATING ENGINEERS LOCAL	12/11/2023	Regular	0.00	385.00	57513
12/2023-1	Invoice	12/07/2023	LOCAL UNION DUES #3	0.00	385.00	
01884	PACIFIC STORAGE COMPANY	12/11/2023	Regular	0.00	64.34	57514
2215473	Invoice	11/30/2023	RECORDS STORAGE	0.00	64.34	
00879	PG & E	12/11/2023	Regular	0.00	459.45	57515
INV0010267	Invoice	12/05/2023	UTILITIES	0.00	459.45	
00902	PRICE FORD	12/11/2023	Regular	0.00	331.14	57516
28668	Invoice	12/08/2023	steering wheel 2013 ford	0.00	311.33	
28672	Invoice	12/08/2023	steering wheel 2013 ford	0.00	19.81	
00906	PROVOST & PRITCHARD CONSU	12/11/2023	Regular	0.00	3,394.40	57517
103816	Invoice	09/29/2023	Professional Services	0.00	3,394.40	
01408	RAYA, NEIL	12/11/2023	Regular	0.00	230.00	57518
INV0010266	Invoice	12/05/2023	Wastewater Renewel Certificate	0.00	230.00	
01885	RecruitGigs	12/11/2023	Regular	0.00	4,830.00	57519
67894	Invoice	11/24/2023	Extra Help - PW	0.00	2,940.00	
67950	Invoice	12/07/2023	Extra Help - PW	0.00	1,890.00	
00972	SAFE-T-LITE	12/11/2023	Regular	0.00	1,593.06	57520
393672	Invoice	12/08/2023	asphalt saw blades	0.00	957.34	
393673	Invoice	12/08/2023	sign holders	0.00	75.02	
393921	Invoice	12/08/2023	lebright signs	0.00	350.59	
394530	Invoice	12/08/2023	jackets lalo/bobby/javi	0.00	210.11	
01493	Salonen Electrical Inc	12/11/2023	Regular	0.00	3,717.36	57521

Check Report

Date Range: 12/04/2023 - 01/03/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
4363	Invoice	12/08/2023	WW-VFD Building	0.00	3,717.36	
00978	SAN JOAQUIN VALLEY Air Pollution Control Dist	12/11/2023	Regular	0.00	867.00	57522
N159945	Invoice	12/08/2023	permit well 4 sjv	0.00	290.00	
N160357	Invoice	12/08/2023	well 3 permit	0.00	577.00	
01000	SEEGER'S	12/11/2023	Regular	0.00	113.27	57523
0142606-IN	Invoice	12/04/2023	OFFICE SUPPLIES	0.00	113.27	
01929	Ski Angle	12/11/2023	Regular	0.00	100.00	57524
INV0010264	Invoice	12/04/2023	Deposit Refund - Angle	0.00	100.00	
01599	SMILE BUSINESS PRODUCTS, INC	12/11/2023	Regular	0.00	236.62	57525
1161939	Invoice	11/22/2023	COPIES	0.00	236.62	
01040	STANISLAUS COUNTY SHERIFF	12/11/2023	Regular	0.00	138,383.12	57526
2324-16	Invoice	11/09/2023	October 2023	0.00	138,383.12	
01089	SUTTER GOULD MEDICAL FOUN	12/11/2023	Regular	0.00	346.00	57527
1001263247-45	Invoice	12/07/2023	Pre-Employment	0.00	346.00	
01115	THE HOME DEPOT CRC	12/11/2023	Regular	0.00	1,372.07	57528
23085	Invoice	11/28/2023	parts and supplies (blanket PO)	0.00	442.03	
4021584	Invoice	11/14/2023	parts and supplies (blanket PO)	0.00	359.40	
7022324	Invoice	11/21/2023	parts and supplies (blanket PO)	0.00	570.64	
01144	TROPHY WORKS	12/11/2023	Regular	0.00	100.44	57529
INV0010336	Invoice	12/08/2023	Opration Santa & Ugly Sweater Trophies	0.00	100.44	
01149	TURLOCK IRRIGATION DIST.	12/11/2023	Regular	0.00	143.79	57530
INV0010262	Invoice	12/04/2023	2023 IRRIGATION WATER USE PARCEL 009...	0.00	86.75	
INV0010263	Invoice	12/04/2023	2023 IRRIGATION WATER USE PARCEL 018...	0.00	57.04	
01176	USA BLUE BOOK	12/11/2023	Regular	0.00	633.90	57531
INV00203661	Invoice	11/22/2023	Dpt.Supplies (Blanket)	0.00	633.90	
01833	Vac-Con, INC.	12/11/2023	Regular	0.00	563,895.23	57532
INV397280	Invoice	11/30/2023	Vac Con Purchase	0.00	563,895.23	
01264	VERIZON WIRELESS	12/11/2023	Regular	0.00	380.10	57533
9950121956	Invoice	12/05/2023	MIFI DEVICES/ CAMERAS	0.00	152.04	
9950121957	Invoice	12/05/2023	MIFI DEVICES/ CAMERAS	0.00	228.06	
01192	VISION SERVICE PLAN	12/11/2023	Regular	0.00	515.97	57534
819271174	Invoice	12/01/2023	MEDICAL INSURANCE WITHHELD	0.00	515.97	
01206	WARDEN'S OFFICE	12/11/2023	Regular	0.00	132.84	57535
2106765-0	Invoice	11/28/2023	MISC OFFICE SUPPLIES	0.00	1.17	
2106765-1	Invoice	11/29/2023	MISC OFFICE SUPPLIES	0.00	116.90	
2107151-0	Invoice	12/07/2023	MISC OFFICE SUPPLIES	0.00	14.77	
01225	WILLDAN ENGINEERING	12/11/2023	Regular	0.00	48,957.64	57536
00626325	Invoice	09/29/2023	Professional Services	0.00	18,912.38	
00626692	Invoice	11/22/2023	Professional Services	0.00	30,045.26	
01832	Triple R Classic Car Catering and BBQ, LLC	12/15/2023	Regular	0.00	700.00	57538
INV0010360	Invoice	12/15/2023	Catering For City of Hughson Christmas Pa...	0.00	700.00	
00094	AT&T MOBILITY	12/19/2023	Regular	0.00	382.84	57539
12102023	Invoice	12/14/2023	PHONES	0.00	382.84	
00284	CHARTER COMMUNICATION	12/19/2023	Regular	0.00	357.15	57540
170063901120123	Invoice	12/18/2023	IP ADDRESS- PINE ST	0.00	259.38	
17006403011201...	Invoice	12/18/2023	IP ADDRESS- 1ST	0.00	97.77	
00305	CITY OF HUGHSON	12/19/2023	Regular	0.00	2,644.90	57541

Check Report

Date Range: 12/04/2023 - 01/03/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0010359	Invoice	12/14/2023	LLDS & STARN PARK	0.00	2,644.90	
00326	COIT SERVICES	12/19/2023	Regular	0.00	51,024.05	57542
MOD-S-0000441...	Invoice	11/27/2023	2118 1st Street Repairs	0.00	51,024.05	
00364	CSJVRMA	12/19/2023	Regular	0.00	45,868.00	57543
RMA 2024-0162	Invoice	12/18/2023	2023/2024 3rd Qtr Deposits	0.00	45,868.00	
00464	EZ NETWORK SYSTEMS, INC.	12/19/2023	Regular	0.00	1,170.95	57544
43384	Invoice	12/08/2023	IT SERVICES	0.00	1,170.95	
00527	GIBBS MAINTENANCE CO	12/19/2023	Regular	0.00	700.00	57545
14018	Invoice	11/30/2023	JANITOR SERVICES	0.00	700.00	
01612	GreatAmerica Financial Svcs.	12/19/2023	Regular	0.00	358.92	57546
35406288	Invoice	12/14/2023	LEASE	0.00	358.92	
00570	HARRIS & ASSOCIATES Inc.	12/19/2023	Regular	0.00	3,701.25	57547
59668	Invoice	10/09/2023	Annual Admin 2023-24	0.00	3,701.25	
00614	HUGHSON FARM SUPPLY	12/19/2023	Regular	0.00	684.99	57548
H475711	Invoice	12/12/2023	Water Supplies (Blanket)	0.00	85.67	
H475819	Invoice	11/09/2023	supplies/equip repairs (blanket PO)	0.00	207.10	
H476130	Invoice	12/12/2023	supplies/equip repairs (blanket PO)	0.00	9.70	
H476332	Invoice	11/15/2023	supplies/equip repairs (blanket PO)	0.00	17.21	
H476350	Invoice	12/12/2023	Water Supplies (Blanket)	0.00	22.36	
H476352	Invoice	11/15/2023	supplies/equip repairs (blanket PO)	0.00	46.67	
H476404	Invoice	11/15/2023	supplies/equip repairs (blanket PO)	0.00	116.37	
H477015	Invoice	11/22/2023	Water Supplies (Blanket)	0.00	33.39	
H477410	Invoice	11/28/2023	supplies/equip repairs (blanket PO)	0.00	30.08	
H477529	Invoice	11/29/2023	supplies/equip repairs (blanket PO)	0.00	14.22	
H477679	Invoice	11/30/2023	supplies/equip repairs (blanket PO)	0.00	35.59	
OFF2H200876	Invoice	11/17/2023	Water Supplies (Blanket)	0.00	22.64	
OFF2H200906	Invoice	11/28/2023	Water Supplies (Blanket)	0.00	20.48	
OFF3H100631	Invoice	11/30/2023	supplies/equip repairs (blanket PO)	0.00	23.51	
01583	Hunt & Sons, Inc.	12/19/2023	Regular	0.00	2,101.10	57549
768891	Invoice	12/18/2023	unleaded fuel (blanket PO)	0.00	2,101.10	
00659	J.B. Anderson Land Use Planning	12/19/2023	Regular	0.00	4,944.21	57550
120123HUGH	Invoice	12/01/2023	General Planning Services	0.00	4,944.21	
01256	JOSEPHINE'S SPECIALTIES	12/19/2023	Regular	0.00	201.44	57551
000854	Invoice	12/08/2023	4 - 2XL Shirts and Embroidery	0.00	201.44	
01930	Leeroy Garcia	12/19/2023	Regular	0.00	282.41	57552
INV0010364	Invoice	12/18/2023	Boots and Safety Jacket	0.00	282.41	
01875	LOZANO SMITH ATTORNEY AT LAW	12/19/2023	Regular	0.00	325.00	57553
2206021	Invoice	12/08/2023	COH adv. Sianez	0.00	325.00	
00825	NEVER BORING	12/19/2023	Regular	0.00	735.00	57554
64685	Invoice	08/31/2023	2023 Web Accessibility	0.00	735.00	
00884	PITNEY BOWES	12/19/2023	Regular	0.00	416.22	57555
3106396374	Invoice	12/18/2023	LEASE - Sept 30-Dec 29 2023	0.00	416.22	
01820	Thompson Woolley Builders, Inc	12/19/2023	Regular	0.00	5,700.00	57556
I-23-734	Invoice	12/11/2023	LeBright Park Precast Building	0.00	5,700.00	
00049	ALLIED ADMINISTRATORS	12/20/2023	Regular	0.00	2,035.80	57557
INV0010405	Invoice	01/01/2024	DELTA DENTAL	0.00	2,035.80	
00901	PREFERRED ALLIANCE, INC.	12/20/2023	Regular	0.00	226.16	57558
0190129-IN	Invoice	11/30/2023	OFF-SITE PARTICIPANT	0.00	226.16	

Check Report

Date Range: 12/04/2023 - 01/03/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01408 INV0010404	RAYA, NEIL Invoice	12/19/2023	12/20/2023 Regular Reimburse Hotel/Travel Expenses for Backf..	0.00 0.00	799.19 799.19	57559
01009 8005540093	SHRED-IT USA LLC Invoice	12/19/2023	12/20/2023 Regular Shredding	0.00 0.00	200.66 200.66	57560
01090 2892694	SUTTER HEALTH PLUS Invoice	01/01/2024	12/20/2023 Regular MEDICAL INSURANCE- JANUARY	0.00 0.00	15,203.87 15,203.87	57561
01092 SW-0271121 WD-0232172 WD-0232402	SWRCB ACCOUNTING OFFICE Invoice Invoice Invoice	11/09/2023 11/29/2023 11/29/2023	12/20/2023 Regular Annual Permit Fee 07/01/23 - 06/30/24 Annual Permit Fee 07/01/23 - 06/30/24 Anunal Permit Fee 07/01/23 - 06/30/24	0.00 0.00 0.00	37,598.00 7,067.00 26,785.00 3,746.00	57562
01420 INV0010391	CALIFORNIA STATE DISBURSEMENT UNIT Invoice	12/20/2023	12/20/2023 Regular INCOME WITHHOLDING FOR CHILD SUPP...	0.00 0.00	40.12 40.12	57563
01065 INV0010406	STATE WATER RESOURCES Invoice	01/02/2024	01/02/2024 Regular Project Number 5010008-011C	0.00 0.00	44,478.42 44,478.42	57564

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	171	82	0.00	1,326,839.25
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
	171	82	0.00	1,326,839.25

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	171	82	0.00	1,326,839.25
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
	171	82	0.00	1,326,839.25

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	12/2023	1,282,360.83
999	POOLED CASH/CONSOLIDATED CASH	1/2024	44,478.42
			1,326,839.25



Hughson

Refund Check Register

Refund Check Detail

UBPKT03398 - Refunds 01 UBPKT03392 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
11-0580-002	PEREZ, MARIA & BERNARDO V	12/11/2023	57480	177.78			177.78	Generated From Billing
15-4905-002	ASKEW, PL AND LA	12/11/2023	57481	116.45			116.45	Generated From Billing
16-3025-001	FRAZIER MICKLE	12/11/2023	57482	117.12			117.12	Deposit
Total Refunds: 3			Total Refunded Amount:	411.35				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	411.35
Revenue Total:	411.35

General Ledger Distribution

Posting Date: 12/04/2023

Account Number	Account Name	Posting Amount	IFT
Fund: 510 - WATER/SEWER DEPOSIT			
510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	-411.35	Yes
510-11040	CUSTOMER CREDITS	411.35	
510 Total:		0.00	
Fund: 999 - POOLED CASH/CONSOLIDATED CASH			
999-10010	CASH IN BANK-MONEY MARKET	-411.35	
999-20000	DUE TO OTHER FUNDS (POOLED CASH)	411.35	Yes
999 Total:		0.00	
Distribution Total:		0.00	



Hughson

Refund Check Register

Refund Check Detail

UBPKT03419 - Refunds 01 UBPKT03418 Single Billing

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
14-3100-003	NAGLE, DAVID	12/15/2023	57537	269.55			269.55	Generated From Billing
Total Refunds: 1			Total Refunded Amount:	269.55				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	269.55
Revenue Total:	269.55

General Ledger Distribution

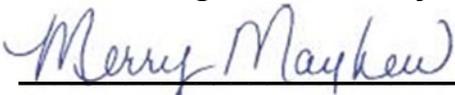
Posting Date: 12/15/2023

Account Number	Account Name	Posting Amount	IFT
Fund: 510 - WATER/SEWER DEPOSIT			
510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	-269.55	Yes
510-11040	CUSTOMER CREDITS	269.55	
510 Total:		0.00	
Fund: 999 - POOLED CASH/CONSOLIDATED CASH			
999-10010	CASH IN BANK-MONEY MARKET	-269.55	
999-20000	DUE TO OTHER FUNDS (POOLED CASH)	269.55	Yes
999 Total:		0.00	
Distribution Total:		0.00	



CITY COUNCIL AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: January 8, 2024
Subject: Waive the Second Reading and Adopt Ordinance No. 2023-05, Authorizing the Amendment of Authorized Services and the Levy of a Special Tax Lien
Presented By: Carla Jauregui, Community Development Director
Approved By: 
City Manager

Staff Recommendation:

Waive the second reading and adopt Ordinance No. 2023-05, authorizing the Amendment of Authorized Services and the levy of a special tax lien.

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 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.

The following steps have already been performed, in accordance with the CFD Code, including those at the October 9th and December 11, 2023 City Council meetings:

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 did not change.
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.
5. A public hearing was conducted on December 11, 2023, allowing for testimony on the proposed amendment to the CFD where the results of the ballot tabulations were read and the Amended Resolution Declaring the Results of a Special Election was adopted, as well as the Resolution Authorizing the Amendment of the CFD and the First Reading of the Amended Ordinance Authorizing the Amendment of Services and the Levy of Special Taxes took place.

If approved, this ordinance will take effect thirty (30) days after adoption.

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 OF HUGHSON
CITY COUNCIL
UNCODIFIED ORDINANCE NO. 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. 2023-51 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

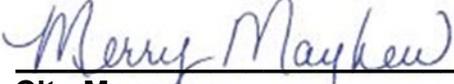
ATTEST:

ASHTON GOSE, City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: January 8, 2024
Subject: Approve the 2024 City Council Appointments to Boards and Committees
Enclosure: Draft Boards and Committees
Presented By: Mayor George Carr
Approved By: 
City Manager

Staff Recommendation:

Approve the 2024 City Council Appointments to Boards and Committees.

Background and Overview:

The City Council's participation in various Boards and Committees within the City and Stanislaus County benefits the city and the Citizens of Hughson.

To keep on track of the boards and committees and to ensure continued Council and City involvement, the City Council reviews the Council Committee Appointments annually, in January.

Per Government Code Section 40605 the mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees. The current listing is attached. To discuss, or make changes to the list, a member of the Council would need to pull the item from the Consent Calendar for special consideration.

These appointments will become effective immediately and remain effective for one year unless otherwise acted upon by the City Council.

Fiscal Impact:

There is no fiscal impact associated with this item.



City Council Boards & Committees Appointments

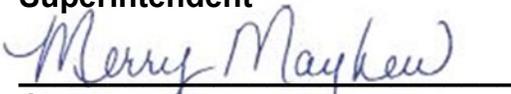
January 8, 2024 – January 13, 2025

2+2 Committee School District: Quarterly	Alan McFadon Julie Strain
2+2 Fire District Committee: Every Other Month	Randy Crooker George Carr
Budget & Finance Subcommittee: As needed – 3 to 4 times per year	Alan McFadon George Carr
Economic Development Committee: 4 th Monday of Each Month	Julie Strain Randy Crooker Sam Rush (Alt)
League of California Cities Executive Committee: Quarterly – Or as Needed	George Carr Alan McFadon (Alt)
San Joaquin Valley Air Pollution Control District Committee: As Needed	Sam Rush Julie Strain (Alt)
Stanislaus Council of Governments (StanCOG) Board of Directors: 3 rd Wednesday of Each Month	George Carr Alan McFadon (Alt)
Stanislaus County Disaster Council: Once A Year or As Needed	Sam Rush Julie Strain (Alt)
Stanislaus County Local Task Force on Solid Waste: Quarterly	Sam Rush Randy Crooker (Alt)
Stanislaus Economic Development Action Committee (EDAC): 2 Times Per Year	George Carr Randy Crooker (Alt)
JPA – West Turlock Subbasin Groundwater Sustainability Agency - Quarterly	Randy Crooker Sam Rush (Alt)
Turlock Mosquito Abatement District	Michael Ann Mitchell
Stanislaus Animal Services Agency Advisory Committee	Linda Ford



CITY COUNCIL AGENDA ITEM 4.1

SECTION 4: UNFINISHED BUSINESS

Meeting Date: January 8, 2024
Subject: Approval of a Contract with MHK Construction for the Installation of a Sewer Lateral at Lebright Fields, and Authorization for the City Manager to Execute the Contract
Enclosures: Lebright Sewer Lateral Site Plan
MHK Proposal
Presented By: Jose Vasquez, Interim Utilities and Public Works Superintendent
Approved By: 
City Manager

Staff Recommendations:

1. Approve the contract with MHK Construction for the installation of a sewer lateral at Lebright Fields for \$39,998 with a 10% contingency.
2. Authorize the City Manager to execute the contract and MHK Construction, inclusive of any final edits by the City Attorney.

Discussion:

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, and an ADA pathway around the outside of the park with cutouts that will allow a wheelchair to turn around.

On June 12, 2023, the City Council adopted Resolution No. 2023-29 awarding the contract for the purchase and delivery of the restroom/concession stand to Structure Cast. While the building was ordered and in the construction process, staff proceeded with the demolition of the existing concession stand and the site preparation. Through this process, staff discovered that the existing concession stand was linked to a French drain only, which is not suitable for raw sewage. The existing concession stand drained grey water and no sewage; however, the new building contains restrooms and must be disposed of through the City's sewer system.

Three proposals to install approximately 360 linear feet of 6-inch sewer lateral from the site to Fox Road (Attachment 1-Site Plan) including the tie-in at an existing

manhole, asphalt patchback, and concrete patchback were obtained and MHK Construction was the lowest at \$39,998.

The three proposals received include:

MHK Construction	\$39,998
CG Construction	\$45,680
Thompson Wooley	\$48,000

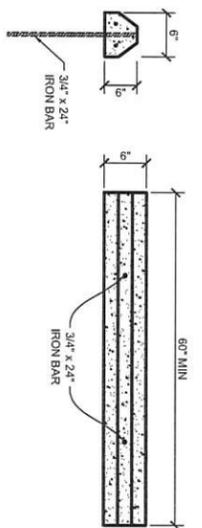
Environmental Review

This project is categorically exempted according to Title 14, Chapter 3, Article 19 of the Guidelines for Implementation of the California Environmental Quality Act (CEQA), in accordance with Section 15301 "Existing Facilities."

Fiscal Impact:

The total cost to install the sewer lateral is expected to be \$39,998 with an additional 10% contingency. This project will be funded through Park Development Impact Fees (Fund 453) and/or Parks-In Lieu of Fees (Fund 454). The Parks Development Impact Fee (Fund 453) has a current balance of \$401,000 and the Parks-In Lieu of Fees (Fund 454) has a balance of approximately \$682,400. The remaining costs of finalizing the Lebright Project will be paid out of these two funds.

STRIPING PLAN

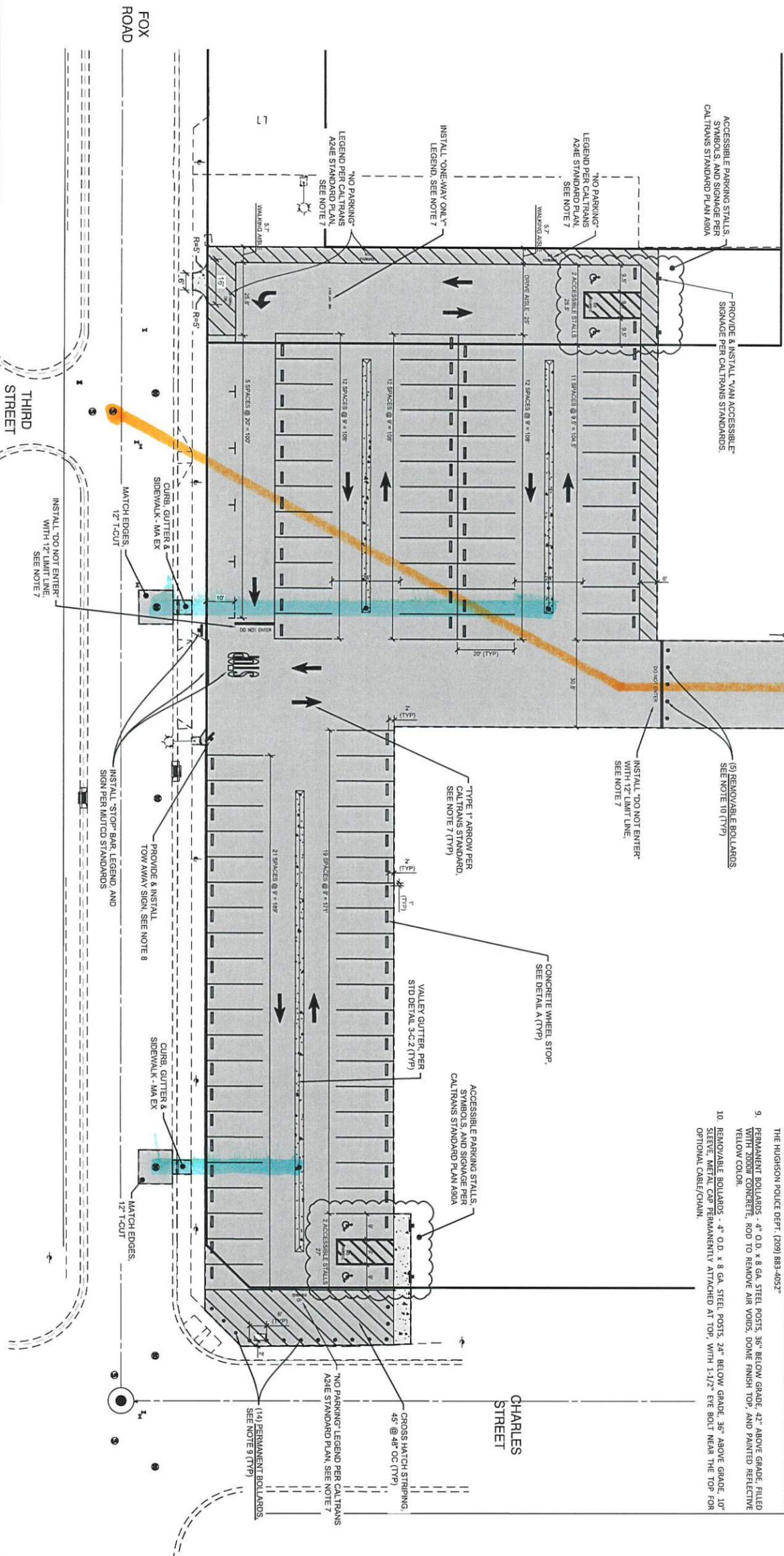


A
CONCRETE WHEEL STOP
NOT TO SCALE

SEWER - APPROX. 360 FOOT RUN - 4' DEEP
6" PIPE
STORMWATER - INCLUDED IN PAVING SCOPE

NOTES

- 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.
- 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.
- ANY DAMAGE TO EXISTING SIDEWALK, CURB OR GUTTER WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR, WITH REPLACEMENT TO BE DETERMINED BY THE ENGINEER.
- ALL SAWCUTS OR REMOVAL LIMITS SHALL BE MADE AT EXISTING EXPANSION OR WEAKENED PLANE JOINTS AND APPROVAL BY THE ENGINEER.
- THE CONTRACTOR SHALL ADJUST EXISTING MANHOLE RIMS, WATER VALVES, AND MONUMENT BOXES TO FINISH GRADE.
- ANY DAMAGE TO EXISTING UTILITIES WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- ALL PARKING AND LIMIT LINES, LEGENDS, AND TYPE 1 ARROWS SHALL BE TYPE A WHITE NON-REFLECTIVE PAINT PER CALTRANS STANDARDS.
- 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"
- 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, DONE FINISH TOP, AND PAINTED REFLECTIVE YELLOW COLOR.
- REMOVABLE BOLLARDS - 4" O.D. x 8 GA. STEEL POSTS, 24" BELOW GRADE, 36" ABOVE GRADE, 10" SIEVE, METAL CAP PERMANENTLY ATTACHED AT TOP, WITH 1-1/2" EVE BOLT NEAR THE TOP FOR OPTIONAL CABLE/CHAIN.



STRIPING PLAN
LEBRIGHT FIELDS PARKING LOT
HUGHSON, CALIFORNIA

JOB NO. 23-C03
DATE 9/25/23
SCALE AS SHOWN
DR. BY NBS
CK. BY RM
FILE: HUGHSON/1-PUBLIC

PLAN REVISIONS		
NO.	DESCRIPTIONS	DATE

PREPARED UNDER THE DIRECTION OF:
MCR ENGINEERING
WWW.MCR.ENG.CO

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

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

NICKLAUS B. STEPHENS R.C.E. C91352 EXP. 9-30-24 DATE

OF 5 SHEETS
SHEET 5





Date of Proposal: December 11, 2023

Re: Lebright 6" Sewer Line

MHK Construction Inc. proposes to furnish all labor, material, and equipment necessary to complete the following work at the subject site.

Job to be completed as follows:

1. Underground

- Install approx. 360 LF of 6" SDR sewer line. (Includes tie-in at existing manhole)(Approx. 24' deep at building and approx. 7' deep at manhole tie-in.
- Asphalt patchback approx. 22 LF x 30" wide.
- Concrete patchback of existing concrete ramp. (Approx. 8' x 4')

Total \$39,998.00

Exclusions

- ◆ Permits, fees, or bond premiums
- ◆ Damage to any unmarked utilities
- ◆ Erosion control reporting
- ◆ Staking and or Compaction testing
- ◆ Handling / removal of spoils generated by others
- ◆ Handling / removal of hazardous materials
- ◆ Import or export of structural fill materials
- ◆ Relocation of existing utilities
- ◆ Storm water pollution control, or water treatment
- ◆ Landscape, electrical, building or fence work.
- ◆ Damage to existing roadways or landscape areas
- ◆ Striping or signage
- ◆ Trimming of trees or shrubs

Conditions

This proposal is based upon the following move-ins = Underground 1 EA

Any phasing or additional move-ins may result in additional costs

Use of on-site water

Proposal is good for 30 days

MHK to provide proof of insurance, W-9 per City requirements, payment and performance bonds if bid is accepted by the City of Hughson

No weekend work included except for our convenience

Unrestricted access for conventional trucks and equipment to be provided at all times.

In the event of any conflict between language of a contract or other document prepared as a result of this proposal and the language of this proposal, the language of this proposal including but not limited to any conditions or exclusions, shall control.

Scope letter to be incorporated into agreement; proposal is based on the signing of a mutually satisfactory contract.

Please call if you have any questions.

Sincerely,

Chip Kerlee
Estimator
(209) 648-2107



CITY COUNCIL AGENDA ITEM NO. 6.1

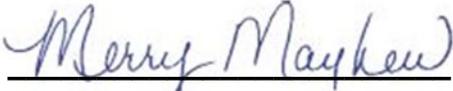
SECTION 6: NEW BUSINESS

Meeting Date: January 8, 2024

Subject: Adoption of Resolution No. 2024-01, Ratifying the Execution of the Professional Services Agreement with Quality Service Inc., for Water and Wastewater Consulting Services

Enclosures: Professional Services Agreement
JSWWC Contract Termination Letter

Presented By: Carla C. Jauregui, Community Development Director

Approved By: 
City Manager

Staff Recommendation:

Adopt Resolution No. 2024-01, Ratifying the Execution of the Professional Services Agreement with Quality Service Inc., for Water and Wastewater Consulting Services.

Background and Discussion:

The City of Hughson has contracted with JSWWC Water and Wastewater Management (JSWWC) since 2014 to fulfill critical roles, including Acting as Grade 3 Wastewater Treatment Plant Chief Operator, Water Distribution Operator II, and Water Treatment Operator II consultant for the City's Wastewater Treatment Plant (WWTP) and public water system, as well as provide emergency coverage in collaboration with the City's certified water and wastewater personnel. This partnership was established as the City lacked personnel with the necessary certifications. These roles are pivotal in ensuring the smooth and efficient operation of essential facilities, directly impacting the community's access to clean water and the proper treatment of wastewater. A qualified contractor not only brings expertise and experience to these roles but also plays a vital role in emergencies, providing essential coverage in collaboration with the City's certified water and wastewater personnel. This collaborative approach ensures a comprehensive and well-coordinated response to unforeseen events, safeguarding the integrity and functionality of the water and wastewater systems which are critical components of a community's well-being and infrastructure. During the week of December 25, 2023, JSWWC was unable to offer the emergency coverage required by the City due to the Wastewater Treatment Plant Operator being on an unforeseen leave of absence.

Consequently, the City has had to seek an alternative contractor and terminate its contract with JSWWC effective December 23, 2023.

Recognizing the critical importance of maintaining optimal operation for water and wastewater facilities, the City of Hughson took proactive measures by collaborating with Tom McCoy of Quality Service, Inc. A seasoned professional with an impressive 24 years of experience, McCoy and his team are now actively involved in providing operational and maintenance services, offering crucial support to the City's Water and Wastewater facilities and operations. Notably, Quality Service, Inc. staff possesses the State required certifications, including Grade III Wastewater, Grade II Water Treatment, Grade II Water Distribution, and Cross-Connection Specialist, ensuring a comprehensive skill set for the effective management of the City's facilities.

Beyond operational aspects, Quality Service, Inc. is poised to contribute significantly by offering comprehensive consulting services and regulatory guidance. The responsibilities encompass well-site checks, collaborative wastewater rounds with City staff for troubleshooting, review of the computer SCADA system, implementing necessary system changes to optimize operations, and the preparation and submission of crucial reports, such as the Evaluation and Assessment Report (EAR) and Drought Report. The scope of the commitment extends to water sampling, providing essential training for City staff, overseeing the water and wastewater systems as the acting Chief Operator, and offering valuable assistance with system issues, improvements, preventative maintenance programs, and addressing deferred maintenance challenges.

This strategic collaboration underscores staff's commitment to overcoming challenges, including the imperative task of seeking qualified and dedicated personnel to fill crucial positions. The city is actively looking to fill this position in-house with a qualified individual but has, unfortunately, been unsuccessful to date. However, the staff remains dedicated and will continue to diligently recruit to secure a certified and qualified team player willing to work harmoniously alongside the existing team. Staff's commitment to comprehensive and effective management of the City's essential water and wastewater systems remains unwavering.

Fiscal Impact:

The fiscal impact of consulting services for the water system and the WWTP is estimated to be \$100,000 annually. It is important to note that this is an approximate figure based on anticipated initial costs also associated with deferred maintenance that will need to be addressed. The Agreement will continue to be funded from the Water and WWTP funds and is included in the Fiscal Year 2023-2024 Budget. Funds will be budgeted annually for the consulting work at the Wastewater Treatment Plant and the public water system.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2024-01**

A RESOLUTION RATIFYING THE EXECUTION OF THE PROFESSIONAL SERVICES AGREEMENT WITH QUALITY SERVICE INC., FOR WATER AND WASTEWATER CONSULTING SERVICES

WHEREAS, the City of Hughson has contracted with JSWWC Water and Wastewater Management (JSWWC) since 2014 to fulfill critical roles, including Acting as Grade 3 Wastewater Treatment Plant Chief Operator, Water Distribution Operator II, and Water Treatment Operator II consultant for the City's Wastewater Treatment Plant (WWTP) and public water system, as well as provide emergency coverage in collaboration with the City's certified water and wastewater personnel; and

WHEREAS, these roles are pivotal in ensuring the smooth and efficient operation of essential facilities, directly impacting the community's access to clean water and the proper treatment of wastewater; and

WHEREAS, a qualified contractor not only brings expertise and experience to these roles but also plays a vital role in emergencies, providing essential coverage in collaboration with the City's certified water and wastewater personnel; and

WHEREAS, during the week of December 25, 2023, JSWWC was unable to offer the emergency coverage required by the City due to the Wastewater Treatment Plant Operator being on an unforeseen leave of absence; and

WHEREAS, consequently, the City has had to seek an alternative contractor and terminate its contract with JSWWC effective December 23, 2023; and

WHEREAS, recognizing the critical importance of maintaining optimal operation for water and wastewater facilities, the City of Hughson took proactive measures by collaborating with Tom McCoy of Quality Service, Inc. A seasoned professional with an impressive 24 years of experience, McCoy and his team are now actively involved in providing operational and maintenance services, offering crucial support to the City's Water and Wastewater facilities and operations; and

WHEREAS, this strategic collaboration underscores the staff's commitment to overcoming challenges, including the imperative task of seeking qualified and dedicated personnel to fill crucial positions.; and

WHEREAS, the fiscal impact of consulting services for the water system and the WWTP is estimated to be \$100,000 annually. It is important to note that this is an approximate figure based on anticipated initial costs also associated with deferred maintenance that will need to be addressed. The Agreement will continue to be funded from the Water and WWTP funds and is included in the Fiscal Year 2023-2024 Budget.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Hughson adopted Resolution No. 2024-01 Ratifying the Execution of the Professional Services Agreement with Quality Service Inc., for Water and Wastewater Consulting Services.

PASSED AND ADOPTED, by the City Council of the City of Hughson at its regular meeting held on this 8th day of January 2024 by the following roll call votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, City Clerk



December 22, 2023

Jared Steeley
c/o JSWWC Water & Wastewater Management
PO Box 1063
Denair, CA 95316

Subject: Termination of July 1, 2021, Professional Services Agreement

Dear Mr. Steeley,

As you are aware, JSWWC Water & Wastewater Management (“JSWWC”), in an Agreement dated July 1, 2021, (the “Agreement”) contracted with the City of Hughson (the “City”) to provide professional and technical services to the City and its water and wastewater systems as described in the Scope of Work found in Exhibit A of the Agreement.

It has come to the City’s attention that JSWWC has failed to perform in accordance with the Agreement’s Scope of Work. Given the impacts on the public’s health and regulatory standards for the City’s water and wastewater systems, the City aims to mitigate risks due to JSWWC’s nonperformance.

Consequently, this letter is to formally notify JSWWC of the City’s decision to terminate the Agreement pursuant to the provisions outlined in the Agreement, specifically Sections 16.1 and 16.2.

As per Section 16.1 of the Agreement, the City reserves the right to terminate the Agreement for any reason upon thirty calendar days’ written notice to JSWWC. Furthermore, in accordance the terms specified in Section 16.2 of the Agreement, if termination occurs due to failure of performance by JSWWC, then JSWWC shall be compensated for work satisfactorily performed up to the date of termination. The City is committed to honoring its obligations and ensuring fair compensation for services rendered up to this point.

Therefore, the City expects all work under the Agreement to cease immediately and request the prompt return of any City data, documents, objects, materials, or other tangible items in your possession pertaining to this Agreement.

The City of Hughson expresses appreciation for any satisfactory work completed thus far and anticipates a smooth transition as we conclude our business relationship. Please coordinate with Carla Jauregui at cjauregui@hughson.org regarding the logistics of concluding our engagement and finalizing any outstanding matters. Please send your last invoice within 30 days for payment.

Should you require further clarification or wish to discuss this matter, please do not hesitate to contact me at your earliest convenience.

Sincerely,

A handwritten signature in blue ink that reads "Merry Mayhew". The signature is written in a cursive style with a large, stylized initial 'M'.

Merry Mayhew
City Manager

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is entered into by and between the City of Hughson, a California municipal corporation ("**City**") and Quality Service Inc. ("**Consultant**").

RECITALS

Whereas, City has determined that it requires the following professional services from Consultant: City of Hughson water and wastewater operations ("Project") and

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

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

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

1. DEFINITIONS

1.1. "**Scope of Services**": Such professional services as are set forth in Consultant's proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

1.2. "**Approved Fee Schedule**": The compensation rates set forth in Consultant's fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

1.3. "**Schedule of Services**": The schedule that identifies when certain services, work and other items are to be completed and delivered to City attached hereto as Exhibit C and incorporated herein by this reference.

2. TERM.

The term of this Agreement will commence on December 22, 2023 and will expire on December 22 2024, unless terminated sooner in accordance with Section 15 of this Agreement; provided, however, this Agreement may be renewed for succeeding terms of 12 months each, at the option of City by written notice to Consultant at least thirty (30) calendar days before expiration of any term, of its intention to renew this Agreement. Nothing in this Agreement requires City to renew or extend this Agreement.

3. CONSULTANT'S SERVICES

3.1 Consultant shall perform the services identified in the Scope of Services ("**Services**"). City shall have the right to request, in writing, changes in the Services. Any such changes mutually agreed upon

by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by a written amendment or change order to this Agreement.

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

3.3 During the term of this Agreement, the Consultant shall disclose to City any financial, business, or other relationship with City or any third-party that may have an impact upon the outcome of this Agreement or any ensuing City construction project. The Consultant shall also disclose to City Consultant's current clients who may have a financial interest in the outcome of this Agreement or any ensuing City construction project which will follow.

3.4 Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any City employee.

3.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be fully qualified and authorized to perform it under federal, state and local laws.

3.6 Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any consultant or contractor or agent of Consultant (each, a "**Subconsultant**"), and no sub-agreement shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its Subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its Subconsultants is independent from City's obligation to make payments to the Consultant.

3.7 Consultant shall perform the Services with resources available within its own organization and no portion of the Services shall be subcontracted without the prior written authorization of City, except that which is expressly identified in the Approved Fee Schedule.

3.8 All sub-agreements entered into by Consultant as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to Subconsultants unless otherwise noted.

3.9 Any substitution of Subconsultant(s) must be approved in writing by City prior to the start of work by the Subconsultant(s).

4. ADDITIONAL SERVICES.

Additional work may be required by City in connection with the Services. Such additional work shall be performed as set forth in a written amendment to this Agreement. Each amendment providing for additional work must list the scope of the additional services to be performed, state the time within which they are to be completed, delineate any special conditions, and state the compensation in accordance with the terms provided in Section 5 of this Agreement.

5. COMPENSATION, ALLOWABLE COSTS, AND PAYMENTS

5.1. All payments by City to Consultant as required under this Agreement will be based on a fixed fee or hourly rate.

5.2. City will pay to Consultant as consideration for all Services to be performed pursuant to this Agreement in accordance with the Approved Fee Schedule.

5.3 Consultant will submit monthly invoices to City, specifying Services completed. Each invoice must itemize the services rendered during the billing period and the amount due.

5.4. Monthly invoices shall include the following information:

5.4.1 City Agreement number.

5.4.2 Direct Labor charges billed by class of employee, rate per hour and number of hours.

5.4.3 Overhead charges, as applicable.

5.4.4 Indirect Costs related to travel, lodging, meals and incidental charges as described in the Approved Fee Schedule.

Any additional direct or indirect costs not specifically identified in this Agreement must be approved by City before any request for reimbursement can be made by Consultant.

5.5 City shall notify Consultant, in writing, of any disputed amounts included on the invoice. City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

5.6 City is not obligated to pay any invoice submitted 180 days or more after a Product is shipped or Services are completed.

5.7. City shall not advance Consultant for any costs in the performance of this Agreement. City shall pay Consultant for any reimbursable costs upon 1) providing proper supporting documentation for the cost in its monthly billings and 2) completion of the activity in which the cost was incurred by the Consultant.

5.8. City will make best efforts to reimburse Consultant within thirty (30) days of receipt of an acceptable invoice approved by the City. City shall notify Consultant, in writing, of any disputed amounts included on the invoice. City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant

6. PROJECT SCHEDULE

Consultant will perform and deliver the Services according to the Schedule of Services. The Schedule of Services may be extended by the written consent of Consultant and City and only in the event that such extension is necessary due to significant revisions to the Services or the Schedule of Services (or both) caused by City or other reviewing agency.

7. FAILURE TO MAKE REASONABLE PROGRESS

City reserves the right to suspend reimbursement in the event Consultant fails to make reasonable progress in the performance or the delivery, or both, of the Services.

8. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("*written products*") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. However, the written products are not intended or represented to be suitable for reuse by City on extensions of the Services or any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

9. RELATIONSHIP OF PARTIES

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

10. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement, provided Consultant may retain an archival copy of such data for its project files subject to confidential treatment.

11. INDEMNIFICATION

11.1. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or any of its officers, employees, servants, or Subconsultants in the performance (or non-performance)

of the Services or this Agreement (or both). Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

11.2. City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 11 or related to Consultant's failure to: (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws, or (iii) both (i) and (ii).

11.3. Consultant agrees to obtain executed indemnity agreements from each and every Subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of the Services whereby each Subconsultant or other person or entity involved in the performance of the Services agrees to indemnify, defend, and hold harmless City to the same or greater extent as Consultant has agreed to indemnify, defend, and hold harmless City as set forth in this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any negligence, recklessness, or willful misconduct of Consultant's Subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of the Services or this Agreement (or both). Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

11.4. The obligations of Consultants under this Section 11 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

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

12. INSURANCE

12.1. Consultant will not commence the Work until all insurance required pursuant to this Agreement is obtained at Consultant's own expense. Consultant must furnish certification of insurance within five (5) days after this Agreement is executed and prior to issuance of the Notice to Proceed. Such insurance must have the approval of City as to limit, form and amount. During the term of this Agreement, Consultant must carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of the Work or this Agreement (or both). Such insurance shall be of the types and in the amounts as set forth below:

12.1.1 Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate as respects products/completed operations if applicable.

- a. Coverage must include:
- (1) Premises and Operations;
 - (2) Broad Form Property Damage;
 - (3) Products and Completed Operations;
 - (4) Contractual Liability;
 - (5) Personal Injury & Advertising Liability;
 - (6) Independent Contractor's Liability;
 - (7) Cross Liability and Severability of Interest.

b. Such insurance must include the following endorsements, copies of which must be provided to City:

- (1) Inclusion of City and their directors, officers, representatives, agents and employees as additional insured as respects to Consultant's services or operations under this Agreement;
- (2) Waiver of Subrogation in favor of City and their directors, officers, representatives, agents and employees; and
- (3) Stipulation that the insurance is primary insurance and that no insurance or self-insurance of the City will be called upon to contribute to a loss.

12.1.2 Automobile Liability Insurance for bodily injury (including death) and property damage which provides limits of liability of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable for all owned, non-owned and hired vehicles.

12.1.3 Statutory Workers' Compensation and Employers' Liability Insurance for not less than One Million Dollars (\$1,000,000) per accident applicable to Employers' Liability coverage for all employees engaged in services or operations under this Agreement. The policy must include Broad Form All States/Other States coverage. Coverage must be specifically endorsed to include the insurer's waiver of subrogation in favor of City and their directors, officers, representatives, agents and employees, a copy of which will be provided to City.

12.1.4 Professional Liability Insurance for damages arising out of Consultant's acts, errors or omissions. The policy must provide a coverage limit of not less than Two Million Dollars (\$2,000,000) per claim/aggregate as respects Consultant's services under this

Agreement. Such insurance must be maintained for a period of not less than two (2) years following completion of services.

12.1.5 Cyber Coverage for damages arising out of Consultant's use of data network that may be subject to cyber security breaches, privacy breaches, and hacking attacks. The policy must provide a coverage limit of not less than Two Million Dollars (\$2,000,000) per claim/aggregate as respective Consultant's services under this Agreement for Network Security and Privacy Liability. Such insurance must be maintained for a period of not less than two (2) years following completion of services.

12.1.6 Umbrella/Excess Liability insurance on an occurrence basis in excess of the underlying insurance described above which is at least as broad as each and every one of the underlying policies. The policy must provide coverage limits of not less than \$5,000,000 (each claim), \$5,000,000 (general aggregate), and \$5,000,000 (products & completed operations aggregate). Umbrella limits may be used to satisfy limit requirements as long as the total amount of insurance is not less than the limits specified in this Agreement.

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

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

12.4. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may (in addition to any other remedy provided by this Agreement, law, or equity) either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

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

12.6. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least ten (10) days prior to the expiration of the coverages.

12.7. All policies must be endorsed to provide the City with thirty (30) calendar days prior written notice of any cancellation, reduction, or material change in coverage. Notices, including evidence of

insurance, must be forwarded to:

City of Hughson
PO Box 9
Hughson, CA 95326

Consultant will submit certifications confirming that the insurance has been renewed and continues in place.

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

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

12.10. Any deductibles or self-insured retentions must be declared to and approved by City

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

13. MUTUAL COOPERATION

13.1. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement. Consultant shall be entitled to reasonably rely upon the accuracy and completeness of such information and materials, provided that Consultant shall provide City prompt written notice of any known defects in such information and materials.

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

14. NOTICES

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

If to City:

If to Consultant:

City of Hughson
PO Box 9
Hughson, CA 95326
Attn: City Manager
(209) 883-4054

Duality Service, Inc.
2996 McHenry Ave.
Escalon, CA. 95320
Attn: TDM MCCOY/President
(209) 838-7842

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 11, and Section 13.2 of this Agreement shall survive the expiration or termination of this Agreement.

16. DEFAULT AND TERMINATION

16.1 Consultant shall be liable for any and all loss and damages sustained by City as a result of delays resulting from any breach of this Agreement by Consultant.

16.2. If at any time City shall have reasonable doubt that Consultant has the ability to perform or complete the Services in the time and manner hereunder set forth because of Consultant's financial condition, or insufficient manpower, equipment, or materials, Consultant shall immediately furnish adequate assurance of its ability to perform satisfactorily to City. The failure of Consultant to furnish such assurance shall be deemed an event of default of this Agreement.

16.3 All of the following shall constitute events of default, which is not an exclusive list:

16.3.1 Consultant's failure to perform in full or in material part any or all of its obligations under this Agreement.

16.3.2 The filing against Consultant of an involuntary petition seeking to declare Consultant a debtor under the Bankruptcy Code if such involuntary petition is not dismissed within thirty (30) days after filing, or the granting of an order of relief against Consultant by the Bankruptcy Court, the commission of any act of insolvency, or making of an assignment for benefit of creditors without City's consent, or if for any cause a receiver shall be appointed for Consultant or Consultant's assets or interests under this Agreement.

16.3.3 Any act or omission by Consultant that would provide a basis for any claim by City against Consultant under applicable law, whether for damages or other legal remedy.

16.4 Should City terminate this Agreement due to the default of Consultant, Consultant shall owe as a debt to City all money damages sustained by City, including without limitation the following:

- Any increased cost required to complete Services of the terminated Consultant.

- Any delay damages, including increased bank penalties or interest and all other financial damage, caused by delay in completion of Services due to replacement of Consultant.
- All other costs and damages sustained by City due to any default of Consultant.

16.5 If City, in its subjective good faith judgment, determines that the Services has been improperly performed, has caused delay, or has caused damages to other work performed by Other Consultants, and if Consultant refuses or for any reason is unable to correct or pay for the improper Services, damage, or cost of delay, City may correct or pay for the correction of the improper Services, damages, or cost of delay and charge the costs to Consultant, which costs may be deducted from any monies owed by City to Consultant.

16.6 City may terminate this Agreement at any time for any reason by written notice to Consultant. Effective on receipt of such notice of termination from City, Consultant will cease all Services unless otherwise directed by City in writing. Upon such termination, Consultant may submit an invoice or invoices to City in amounts which represent the compensation specified herein for Services actually performed to the date of such termination and for which Consultant has not been previously compensated. Upon payment of the amount due, City will be under no further obligation to Consultant, financial or otherwise, and it is agreed that Consultant will not have any claim and will not be entitled to recover monetary damages for lost or anticipated profits for remaining work or for lost or anticipated profits based in any way on forgoing or not seeking, bidding or entering into other contracts or projects in reliance upon this Agreement.

17. GENERAL PROVISIONS

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

17.2. The captions and headings in this Agreement are intended to be descriptive only and for convenience in reference in this Agreement. Should there be any conflict between the Heading and the specific content of a section or paragraph, the specific content of the section and paragraph shall control and govern in the construction and interpretation of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

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

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

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

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

17.8 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, City and Consultant each shall deliver original counterparts to the other on or before FIFTEEN (15) days from the date hereof.

City

[insert name of consultant]

By: Merry Mayhew
Merry Mayhew
City Manager

By: 
Name: ANDREA MCCOY
Title: TREASURER / QUALITY SERVICE, INC.

EXHIBIT "A"
SCOPE OF SERVICES

[to be attached]



Quality Service, Inc.

2996 McHenry Ave. Escalon, CA 95320 | (209) 838-7842 | Lic. 834488



Exhibit A

SCOPE OF SERVICES/ CITY OF HUGHSON

Provide operational and maintenance services and support for the City's Water and Wastewater systems, which includes Quality Service, Inc. having staff members that meet the Chief Plant Operator requirements for Grade III Wastewater, Grade II Water Treatment, Grade II Water Distribution, Cross-Connection Specialist and California State Contractor License of (A General Engineering, C55 Water Treatment and Conditioning and C57 Well Drilling Contractor).

EXHIBIT "B"
APPROVED FEE SCHEDULE

[to be attached]

EXHIBIT "C"
SCHEDULE OF WORK

[to be attached]



Quality Service, Inc.

2996 McHenry Ave. Escalon, CA 95320 (209) 838-7842[Lic. 834488

Exhibit B
2024
RATE SCHEDULE
CITY OF HUGHSON

STAFF:	HOURLY RATE
CHIEF PLANT OPERATOR	\$125.00
SENIOR OPERATOR	\$100.00
TECHNICAL SPECIALIST	\$100.00
PROJECT MANAGER	\$100.00
CONSULTING & DESIGN	\$100.00
CROSS-CONNECTION SPECIALIST	\$100.00
CERTIFIED OPERATOR	\$95.00
SERVICE TECHNICIAN	\$95.00
OPERATOR IN TRAINING	\$80.00
ADMINISTRATION/CLERICAL	\$55.00
BACKFLOW TECHNICIAN	\$95.00
BACKFLOW DEVICE TESTING	
• 0-30 MILES	\$75.00 per test

Fuel surcharges apply (as needed)

Reduced labor rates for QSI operations services per 30-day billing cycle:

- Up to 20,000= 5% discount
- 20,001 and up= 10% discount

(Applies to invoices paid within 90 days; Discounts do not apply to subcontractors, materials, or rentals)

GENERAL INSURANCE ENDORSEMENT CHARGES (Per Project/ If Applicable)

Any additional requirements beyond QSI standard limits will be billed to project accordingly

Per Project Endorsement	\$520.00
Completed Operations Additional Insured Endorsement	\$260.00
Worker's Compensation Waiver of Subrogation	5% SURCHARGE FOR JOB PAYROLL AT FINAL AUDIT

Prevailing Wage (DIR) projects are subject to work classification wages set forth by the Department of Labor & Industries plus company overhead and profit. (A \$250 fee will be charged for any project subject to DIR rates to cover additional processing fees).

Emergency Calls are billed at a (4) hour minimum (billed at overtime rates of time and one half).

Service calls are billed at a two (2) hour minimum.

Quality service, Inc. Reserves the right to utilize subcontractors when necessary. Subcontractor rates will be billed at cost plus 15%. (QSI staff time to be billed additionally)

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2024-02**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON, CALIFORNIA, CENSURING COUNCIL MEMBER SAMUEL RUSH FOR VIOLATION OF THE COUNCIL CODE OF CONDUCT FOR ELECTED OFFICIALS AND FAILURE TO ADHERE TO INTERNAL RELATIONS AS SPECIFIED IN THE CITY OF HUGHSON MUNICIPAL CODE

WHEREAS, the City of Hughson Council Members are elected by the residents of the City of Hughson to represent the interests of the community at the local, regional, state, and federal level; and

WHEREAS, the City Council has adopted various policies and ordinances to establish the roles and responsibilities of Council representatives when interacting with City Staff; and

WHEREAS, these policies and ordinances include: the Code of Conduct for Elected Officials – Council Conduct with City Staff; and Hughson Municipal Code Sections 2.08.060 – Employee Supervision, and Section 2.08.230 – Internal Relations; and

WHEREAS, included in these policies and ordinances is the requirement that City Council Members be cooperative and show mutual respect for the contributions made by City Staff for the good of the community, and clearly establish the City’s organizational structure and roles therein; and

WHEREAS, the City of Hughson’s City Council respects each Member’s First Amendment right to free speech and simply asks each City Council Member to adhere to the City’s Municipal Code and Code of Conduct for Elected Officials and respect the City’s organizational structure and roles, including the Council Member-City Manager relationship, in order to foster the efficient and productive delivery of City services; and

WHEREAS, City Staff have reported to the City Manager that Member Samuel Rush has engaged in unwelcome verbal and nonverbal communications, including unprofessional gestures, with City Staff; and

WHEREAS, City Consultants have reported to the City Manager that Member Samuel Rush has attempted to provide direction to City Consultants as to the Consultant’s performance of work for the City; and

WHEREAS, despite requests from City Staff and the City Attorney that Member Samuel Rush refrain from such unwelcome and unprofessional communications with City Staff and City Consultants, recommending that Member Samuel Rush report any concerns or comments regarding City Staff and City Consultants directly to the City Manager in accordance with the Council’s Code of Conduct for Elected Officials and the City’s Municipal Code, Member Rush has continued to engage in verbal and nonverbal communications described by City Staff and City Consultants as unwelcome, unprofessional, and at times, offensive and threatening; and

WHEREAS, during his time in office, Member Samuel Rush has been counseled in compliance with the Brown Act by the Mayor for his failure to adhere to the Council’s Code of Conduct for Elected Officials and Hughson’s Municipal Code; and

WHEREAS, the claims made by City Staff and City Consultants are subject of an ongoing examination in accordance with City policies and procedures pending verification for alignment with established law, ethical standards, and internal relations; and

WHEREAS, the City Council, as a self-regulating body, may express its opinions on the conduct of a City Council Member using a range of responses, including a formal censure.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson, California, hereby censure Member Samuel Rush for failure to adhere to the Council Code of Conduct for Elected Officials and the Hughson Municipal Code by communicating his concerns and comments regarding City Staff and Consultants directly to City Staff and City Consultants and not to the City Manager, which have been described by City Staff and City Consultants as unwelcome, unprofessional, and at times, offensive or threatening.

BE IT FURTHER RESOLVED that the Council directs the appropriate authorities to conduct a thorough investigation into the claims made by City Staff, emphasizing the importance of factual accuracy, fairness, and adherence to established protocols in the pursuit of resolution.

BE IT FURTHER RESOLVED that the Council underscores the significance of maintaining open lines of communication and promoting a culture of trust, respect, and ethical behavior among City Staff, Council Members, and the broader community in the City of Hughson.

BE IT FURTHER RESOLVED that the Council expresses its commitment to upholding the highest standards of conduct and professionalism, ensuring that all interactions and claims within the municipal environment are handled with diligence, fairness, and in accordance with the principles outlined in the City’s Municipal Code, the Code of Conduct for Elected Officials, City polices, and procedures.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 8th day of January 2024 by the following roll call votes:

AYES

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, City Clerk

DRAFT