



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

**AGENDA
MONDAY, JANUARY 9, 2023 – 6:00 P.M.**

How to participate in, or observe the Meeting:

- In person in the City Council Chambers and submit public comment when invited during the meeting.
- Remotely via WebEx by using the link below:

Meeting Link:

<https://cityofhughson.my.webex.com/cityofhughson.my/j.php?MTID=ma5589425872fe36e08ec902eb41f1a69>

Meeting Number: 2550 232 5371

Meeting Password: 3jnNDQYxE75

(35663799 from phones and video systems)

- Observe only via YouTube live, by accessing this link:

https://www.youtube.com/channel/UC-PwkdlrKoMmOJDzBSodu6A?view_as=subscriber

Should technology problems cause issues providing access to the meeting via WebEx and/or YouTube, the in-person meeting will proceed as scheduled.

- In addition, recorded City Council meetings are posted on the City's website the first business day following the meeting. Recorded videos can be accessed with the following link:

<http://hughson.org/our-government/city-council/#council-agenda>

CALL TO ORDER: Mayor George Carr

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

FLAG SALUTE: Mayor George Carr

INVOCATION: Hughson Ministerial Association

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

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

2. PRESENTATIONS:

2.1: Proclaim January 9, 2023 as National Law Enforcement Appreciation Day.

3. CONSENT CALENDAR:

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

3.1: Approve the Minutes of the Regular Meeting of December 12, 2022.

3.2: Approve the Warrants Register.

3.3: Approve the 2023 City Council Appointments to Boards and Committees.

3.4: Review and Approve a Ten-Year Revised and Restated Non-Potable Water Agreement with the Hughson Unified School District and Authorize the City Manager to Execute the Agreement Inclusive of Edits by the City Attorney.

- 3.5:** Approve the Award and Installation of Concrete and an ADA Ramp to the Community Development Department Offices, to Machado & Sons Construction, Inc., at a Total Cost of \$7,050.
- 3.6:** Approve Mayor George Carr's Attendance at the Mayor's Conference in Washington, D.C., January 17-20, 2023, and Reimburse Costs Associated with Attending the Conference.
- 3.7:** Approve Council Members Julie Strain and Randy Crooker to Attend the League of California Cities New Mayors and Council Members Academy in Sacramento, CA from January 18 through January 20, 2023, and Reimburse Costs Associated with Attending the Academy.
- 3.8:** Adopt Resolution No. 2023-01, Approving the 2022-2023 Subrecipient Agreement for the Community Development Block Grant (CDBG) Entitlement Funds with Stanislaus County, and Authorize the Mayor to Sign the Agreement.

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS:

- 6.1:** Adopt Resolution No. 2023-02, Ratifying the Emergency Expenditure of Water Fixed Asset Replacement Fund No. 255 to Rebuild the Well 3 Motor.

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager:

City Clerk:

Community Development Director:

Police Services:

City Attorney:

Student Representative:

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

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

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

ADJOURNMENT:

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.

UPCOMING EVENTS:

January 10	▪ Parks, Recreation and Entertainment Commission Meeting, City Council Chambers, 6:00 PM - Cancelled
January 16	▪ Martin Luther King Jr Day – City Hall Closed

January 17	<ul style="list-style-type: none"> ▪ Planning Commission Meeting, City Council Chambers, 6:00 PM - Cancelled
January 23	<ul style="list-style-type: none"> ▪ Economic Development Committee Meeting, City Hall, 4:30 PM
January 23	<ul style="list-style-type: none"> ▪ City Council Meeting, City Council Chambers/WebEx Videoconference/YouTube Live Stream, 6:00 PM

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.

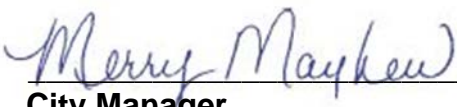
AFFIDAVIT OF POSTING

DATE: January 6, 2023 **TIME:** 12:00 PM
NAME: Ashton Gose **TITLE:** City Clerk



CITY COUNCIL AGENDA ITEM NO. 2.1

SECTION 2: PRESENTATIONS

Meeting Date: January 9, 2023
Subject: Proclaim January 9, 2023, as National Law Enforcement Appreciation Day
Presented By: George Carr, Mayor
Approved By: 
City Manager

Staff Recommendation:

Proclaim January 9, 2023, as National Law Enforcement Appreciation Day.

Background and Overview:

National Law Enforcement Appreciation Day is a day of recognition that falls on January 9th each year. National Law Enforcement Appreciation Day provides an opportunity for community members to come together and show appreciation for their local law enforcement. It is a day in which citizens can take the time to show police officers that their work is appreciated and that they understand how difficult their job can be. National Law Enforcement Appreciation Day is a day to recognize the women and men that have dedicated their law enforcement careers to promoting safety in our communities.

Fiscal Impact:

There is no fiscal impact associated with this item.

== CITY OF HUGHSON ==

Proclamation

National Law Enforcement Appreciation Day January 9, 2023

WHEREAS, the health and safety of all Hughson residents is important to the happiness, prosperity and well-being of our families and communities; and

WHEREAS, the members of the law enforcement agency of the Stanislaus County Sheriff's Department play an essential role in safeguarding the rights and freedoms of the citizens of the City of Hughson; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, we appreciate the extraordinary efforts and sacrifices made by officers and their family members on a daily basis in order to protect our schools, workplaces, roadways, homes, and visitors; and

WHEREAS, the City of Hughson, in partnership with other organizations, will now promote National Law Enforcement Appreciation Day each year to show law enforcement officers that citizens recognize the difficult career they have chosen in public service to us all.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council that we recognize and extend appreciation to our dedicated and skilled law enforcement officers and hereby proclaim January 9, 2023 as "National Law Enforcement Appreciation Day".

GEORGE CARR
MAYOR OF THE CITY OF HUGHSON
JANUARY 9, 2023





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

Meeting Date: January 9, 2023
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 12, 2022.

Background and Overview:

The draft minutes of the December 12, 2022 meeting are prepared for the Council's review.



**CITY OF HUGHSON
CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS
7018 PINE STREET, HUGHSON, CA**

**MINUTES
MONDAY, DECEMBER 12, 2022 – 6:00 P.M.**

CALL TO ORDER: Mayor George Carr

ROLL CALL:

Present: Mayor George Carr
Mayor Pro Tem Harold Hill
Councilmember Ramon Bawanan
Councilmember Sam Rush
Councilmember Mike Buck

Staff Present: Merry Mayhew, City Manager
Ashton Gose, City Clerk
Daniel Schroeder, City Attorney
Eric Nims, Deputy City Attorney
Carla Jauregui, Community Development Director
Jose Vasquez, Public Works Superintendent
Jaime Velazquez, Utilities Superintendent
Fidel Landeros, Chief of Police
Brooklyn Brunetti, Student Representative

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

NONE.

2. PRESENTATIONS:

2.1: Recognition of Carla Jauregui for 5 Years of Service.

Mayor Carr recognized Carla Jauregui for 5 years of service.

2.2: Recognition of the City of Hughson's 50th Anniversary of Incorporation.

2.2 a: Proclamation & Councilmember Awards.

2.2 b: Josh Harder Congressional Record.

2.2 c: Student Art Contest Winners.

Mayor Carr recognized the City of Hughson 50th Anniversary of incorporation, accepted a Congressional Record from Briana Gonzalez, representative of United States Representative Josh Harder, and recognized the 50th Anniversary Student Art Contest winners.

3. ELECTION RESULTS:

3.1: Adopt Resolution No. 2022-59, Declaring the Results of the Consolidated General Municipal Election Held on Tuesday, November 8, 2022.

CARR/HILL 5-0-0-0 motion passes to adopt Resolution No. 2022-59, Declaring the Results of the Consolidated General Municipal Election Held on Tuesday, November 8, 2022, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

3.1 a: Recognition of Hughson City Councilmembers Harold Hill and Michael Buck.

Mayor Carr and Supervisor Vito Chiesa recognized Councilmembers Hill and Buck.

3.1 b: City Clerk to administer the Oath of Office to newly elected Mayor George Carr and newly elected Council Members Randy Crooker & Julie Ann Strain.

City Clerk Gose administered the Oath of Office to newly elected Mayor George Carr and newly elected Council Members Randy Crooker & Julie Ann Strain.

3.1 c: Seating and Roll Call of new Hughson City Council:

ROLL CALL:

Present: Mayor George Carr
Councilmember Ramon Bawanan
Councilmember Sam Rush
Councilmember Randy Crooker
Councilmember Julie Ann Strain

RECESS CITY COUNCIL MEETING FOR LIGHT REFRESHMENTS – 6:26PM**RECONVENE CITY COUNCIL MEETING – 6:44PM****4. CONSENT CALENDAR:**

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

- 4.1:** Approve the Minutes of the Regular Meeting of November 23, 2020.
- 4.2:** Approve the Warrants Register.
- 4.3:** Approve the 2023 City Council Meeting Calendar.
- 4.4:** Review and Approve the City of Hughson Treasurer's Report for July 2022.
- 4.5:** Review and Approve the City of Hughson Treasurer's Report for August 2022.
- 4.6:** Adopt Resolution No. 2022-60, Approving the 2022-2026 Stanislaus County Multi-Jurisdictional Hazard Mitigation Plan update and City of Hughson Local Hazard Mitigation Plan Annex, and an Amendment to the Safety Element of the City of Hughson General Plan by Incorporation by Reference.
- 4.7:** Approval to Award the Installation of Doors and Windows in the Community Senior Center and the Installation of new Doors at Starn Park to Thompson Wooley, at a Total Cost of \$67,775; and Approval to Award the Installation of Concrete at the New Building and Planning Office Entrance to Thompson Wooley, at a Total Cost of \$8,500.
- 4.8:** Adopt Resolution No. 2022-61, Approving the Revised Salary Schedule, Retroactive to November 15, 2022, for Fiscal Year 2022-23.
- 4.9:** Award the City Hall Landscape Project to Black Castle Construction at a Cost of \$76,277.12 with a 10% Contingency.
- 4.10:** Approve the AB1600 Annual Report for the Year Ending June 30, 2022 and Adopt Resolution No. 2022-62, Finding There Remains a Reasonable Relationship Between Current Needs for the City's Development Impact Fees and the Purposes for Which They were Originally Charged.

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

BAWANAN	RUSH	STRAIN	CROOKER	CARR
AYE	AYE	AYE	AYE	AYE

5. UNFINISHED BUSINESS: NONE.

6. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

7. NEW BUSINESS:

7.1: Conduct Nominations and Appoint a Mayor Pro Tem of the Hughson City Council.

Mayor Carr nominated Councilmember Bawanana.

CARR/STRAIN 5-0-0-0 motion passes to appoint Councilmember Bawanana as Mayor Pro Tem of the Hughson City Council, with the following roll call vote:

BAWANAN	RUSH	STRAIN	CROOKER	CARR
AYE	AYE	AYE	AYE	AYE

7.2: **A.** Adopt Resolution No. 2022-63, Resolution of Intent to Establish the City of Hughson Public Safety and Maintenance Services Community Facilities District.

B. Adopt Resolution No. 2022-64, Resolution Calling for a Special Election in the City of Hughson Public Safety and Maintenance Services Community Facilities District.

Director Jauregui presented the staff report on this item.

Mayor Carr opened public comment at 6:47PM. There was no public comment. Mayor Carr closed public comment at 6:47PM.

CARR/BAWANAN 5-0-0-0 motion passes to adopt Resolution No. 2022-63, Resolution of Intent to Establish the City of Hughson Public Safety and Maintenance Services Community Facilities District, and adopt Resolution No. 2022-64, Resolution Calling for a Special Election in the City of Hughson Public Safety and Maintenance Services Community Facilities District, with the following roll call vote:

BAWANAN	RUSH	STRAIN	CROOKER	CARR
AYE	AYE	AYE	AYE	AYE

- 7.3:** Appoint Eric Nims as City Attorney, Effective January 1, 2023, and Appoint Thomas Terpstra as Deputy City Attorney, Effective January 1, 2023.

City Attorney Schroeder presented the staff report on this item.

Mayor Carr opened public comment at 6:55PM. There was no public comment. Mayor Carr closed public comment at 6:56PM.

STRAIN/BAWANAN 5-0-0-0 motion passes to appoint Eric Nims as City Attorney, Effective January 1, 2023, and appoint Thomas Terpstra as Deputy City Attorney, Effective January 1, 2023, with the following roll call vote:

BAWANAN	RUSH	STRAIN	CROOKER	CARR
AYE	AYE	AYE	AYE	AYE

- 7.4:** Adopt Resolution No. 2022-65, Authorizing the City Manager to Execute a Contract with Municipal Maintenance Equipment, Inc., a California corporation, for the Purchase of one Vac-Con V311LHA-P/1000 Mounted on a new Freightliner 114SD 6x4 Truck Chassis, in an Amount not-to-exceed \$563,895.23, Inclusive of any Final Edits by the City Attorney, and Authorize the Surplus and Online Auction of the 2006 Vector 2100 Series Truck.

Director Jauregui presented the staff report on this item.

Mayor Carr opened public comment at 7:05PM. There was no public comment. Mayor Carr closed public comment at 7:05 PM.

CARR/CROOKER 5-0-0-0 motion passes to adopt Resolution No. 2022-65, Authorizing the City Manager to Execute a Contract with Municipal Maintenance Equipment, Inc., a California corporation, for the Purchase of one Vac-Con V311LHA-P/1000 Mounted on a new Freightliner 114SD 6x4 Truck Chassis, in an Amount not-to-exceed \$563,895.23, Inclusive of any Final Edits by the City Attorney, and Authorize the Surplus and Online Auction of the 2006 Vector 2100 Series Truck, with the following roll call vote:

BAWANAN	RUSH	STRAIN	CROOKER	CARR
AYE	AYE	AYE	AYE	AYE

8. CORRESPONDENCE:

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

8.1: Annual List of Accepted Donations.

No action taken.

ADJOURN TO THE CITY OF HUGHSON SUCCESSOR AGENCY TO THE CITY OF HUGHSON REDEVELOPMENT AGENCY MEETING – 7:06PM

RECONVENE TO THE CITY OF HUGHSON CITY COUNCIL MEETING- 7:11PM

9. COMMENTS:

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

City Manager:

City Manager Mayhew congratulated former Councilmembers Buck and Hill, and newly elected Councilmembers Strain and Crooker. She thanked City Attorney Schroeder for his service with the City and wished all a merry Christmas.

City Clerk:

City Clerk Gose provided a reminder regarding the City Hall holiday closure.

Community Development Director:

Director Jauregui provided an update on the Tully Road Sewer Replacement Project.

Police Services:

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

Student Representative:

Student Rep Brunetti provided several high school sports updates.

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

Councilmember Crooker thanked the Hughson community for his votes and wished all a merry Christmas and happy new year.

Councilmember Rush thanked former Councilmembers Hill and Buck for their service. He wished all a merry Christmas and happy new year.

Councilmember Strain thanked former Councilmembers Hill and Buck for their service. He wished all a merry Christmas and happy new year.

Mayor Pro Tem Bawanan attended the Christmas Parade on December 3, 2022. He attended a Special City Council meeting on November 21, 2022. He also volunteered at the United Samaritan Foundation Gala. He attended a City/School 2+2 meeting on December 12, 2022. He thanked City staff and Hughson Police Services for their continued hard work. He thanked former Councilmembers Hill

and Buck for their service and congratulated newly elected Councilmembers Strain and Crooker. He thanked City Attorney Schroeder for his service with the City. He wished all a merry Christmas and happy new year.

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

Mayor Carr welcomed newly elected Councilmembers Strain and Crooker. He thanked former Councilmembers Hill and Buck for their service. He attended the Christmas Parade on December 3, 2022, and Operation Santa on December 11, 2022.

10. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

ADJOURNMENT:

Motion passes to adjourn the regular meeting of December 12, 2022 at 7:37 PM with the following roll call vote:

BAWANAN	RUSH	STRAIN	CROOKER	CARR
AYE	AYE	AYE	AYE	AYE

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Executive Assistant/City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: January 9, 2023
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Fabian Ramos, Accounting Technician
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 10, 2022, through January 6, 2023.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

Check Report

By Check Number

Date Range: 12/10/2022 - 01/06/2023

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							
01080	SUBWAY		12/12/2022	Regular	0.00	66.71	56066
INV0008233	Invoice	12/12/2022	2+2 School		0.00	66.71	
00318	CNA SURETY		12/14/2022	Regular	0.00	186.00	56067
INV0008314	Invoice	12/14/2022	CA P E H B #1 Term 1/4/23 to 1/4/24		0.00	186.00	
01828	Alicia Hernandez		12/14/2022	Regular	0.00	465.00	56068
INV0008311	Invoice	12/03/2022	USF Rental Deposit Hernandez		0.00	465.00	
00049	ALLIED ADMINISTRATORS		12/14/2022	Regular	0.00	2,213.34	56069
INV0008245	Invoice	12/13/2022	DELTA DENTAL		0.00	2,213.34	
01603	Amazon Capital Services, Inc.		12/14/2022	Regular	0.00	82.67	56070
1HXP-KHJW-9J4R	Invoice	12/12/2022	emergency light and pump connector		0.00	82.67	
00104	AYERA TECHNOLOGIES INC.		12/14/2022	Regular	0.00	84.00	56071
418724	Invoice	12/01/2022	Net Service		0.00	84.00	
01787	Bob Holl Sheet Metal Inc		12/14/2022	Regular	0.00	18,823.00	56072
28056804	Invoice	10/13/2022	AC replacement project		0.00	18,823.00	
00284	CHARTER COMMUNICATION		12/14/2022	Regular	0.00	250.91	56073
0013555120122	Invoice	12/01/2022	IP ADDRESS- PINE ST		0.00	250.91	
00288	CHOICE LIGHTING SUPPLY		12/14/2022	Regular	0.00	1,002.16	56074
341682	Invoice	12/12/2022	bulbs and ballasts for city hall		0.00	589.21	
341684	Invoice	12/12/2022	light bulbs for street lights		0.00	412.95	
00305	CITY OF HUGHSON		12/14/2022	Regular	0.00	3,252.65	56075
INV0008310	Invoice	12/01/2022	LLDS & STARN PARK		0.00	3,252.65	
00310	CLARK'S PEST CONTROL		12/14/2022	Regular	0.00	190.00	56076
32407492	Invoice	12/02/2022	PEST CONTROL		0.00	119.00	
32408370	Invoice	12/02/2022	PEST CONTROL		0.00	71.00	
00406	Department of Conservation		12/14/2022	Regular	0.00	31,829.48	56077
INV0008242	Invoice	11/09/2022	SMIP FEES 1st, 2nd & 3rd Qtr 2022		0.00	31,829.48	
01539	Gateway Pacific Contractors, Inc.		12/14/2022	Regular	0.00	382,327.50	56078
INV0008241	Invoice	11/04/2022	Well #7 Payment 17		0.00	382,327.50	
01539	Gateway Pacific Contractors, Inc.		12/14/2022	Regular	0.00	20,122.50	56079
INV0008240	Invoice	11/04/2022	Well #7 Payment 17		0.00	20,122.50	
01322	GOSE, ASHTON		12/14/2022	Regular	0.00	197.50	56080
INV0008312	Invoice	12/12/2022	LOCC City Clerks Seminar - Gose		0.00	197.50	
01612	GreatAmerica Financial Svcs.		12/14/2022	Regular	0.00	358.92	56081
32936855	Invoice	11/29/2022	LEASE		0.00	358.92	
00570	HARRIS & ASSOCIATES		12/14/2022	Regular	0.00	6,300.00	56082
55419	Invoice	12/09/2022	Professional Service from 10/30/22 to 11/26...		0.00	6,300.00	
00614	HUGHSON FARM SUPPLY		12/14/2022	Regular	0.00	2,627.21	56083
H437351	Invoice	11/02/2022	Blanket PO		0.00	25.73	
H437399	Invoice	11/02/2022	Blanket PO		0.00	16.31	
H437592	Invoice	11/04/2022	Blanket PO		0.00	86.29	
H437899	Invoice	11/08/2022	Blanket PO		0.00	2,245.30	

Check Report

Date Range: 12/10/2022 - 01/06/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
H438468	Invoice	11/14/2022	Blanket PO	0.00	16.50	
H438721	Invoice	11/16/2022	Blanket PO	0.00	71.96	
H438724	Invoice	11/16/2022	Blanket PO	0.00	7.54	
H438732	Invoice	11/16/2022	Blanket PO	0.00	3.23	
H438969	Invoice	11/18/2022	Blanket PO	0.00	32.33	
H439198	Invoice	11/21/2022	Blanket PO	0.00	61.77	
H439339	Invoice	11/22/2022	Blanket PO	0.00	14.01	
H439691	Invoice	11/28/2022	Blanket PO	0.00	34.48	
H439727	Invoice	11/28/2022	Blanket PO	0.00	11.76	
00627	HUGHSON NAPA AUTO & TRUCK	12/14/2022	Regular	0.00	317.48	56084
349825	Invoice	11/01/2022	Blanket PO Napa Fleet	0.00	160.27	
349963	Invoice	11/03/2022	Blanket PO Napa	0.00	11.86	
350386	Invoice	11/08/2022	Blanket PO Napa Fleet	0.00	27.72	
350865	Invoice	11/15/2022	Blanket PO Napa	0.00	17.57	
351358	Invoice	11/22/2022	Blanket PO Napa	0.00	3.78	
351372	Invoice	11/22/2022	Blanket PO Napa	0.00	36.66	
351494	Invoice	11/28/2022	Blanket PO Napa	0.00	49.73	
351532	Invoice	11/28/2022	Blanket PO	0.00	9.89	
01583	Hunt & Sons, Inc.	12/14/2022	Regular	0.00	2,023.05	56085
889841	Invoice	12/07/2022	Blanket PO fuel	0.00	2,023.05	
01748	Martin Marietta Materials, Inc	12/14/2022	Regular	0.00	86.53	56086
37259420	Invoice	12/12/2022	asphalt for fox and 4th	0.00	86.53	
00775	MISSION UNIFORM SERVICE	12/14/2022	Regular	0.00	927.41	56087
518142987	Invoice	11/07/2022	Blanket PO uniforms	0.00	81.24	
518142988	Invoice	11/07/2022	Blanket PO uniforms	0.00	137.80	
518142990	Invoice	11/07/2022	Blanket PO uniforms	0.00	61.10	
518156179	Invoice	11/07/2022	Blanket PO uniforms	0.00	32.00	
518176162	Invoice	11/14/2022	Blanket PO uniforms	0.00	66.24	
518176163	Invoice	11/14/2022	Blanket PO uniforms	0.00	76.10	
518176164	Invoice	11/14/2022	Blanket PO uniforms	0.00	61.10	
518220152	Invoice	11/21/2022	Blanket PO uniforms	0.00	66.24	
518220153	Invoice	11/21/2022	Blanket PO uniforms	0.00	76.10	
518220154	Invoice	11/21/2022	Blanket PO uniforms	0.00	61.10	
518266805	Invoice	11/28/2022	Blanket PO uniforms	0.00	66.24	
518266806	Invoice	11/28/2022	Blanket PO uniforms	0.00	81.05	
518266807	Invoice	11/28/2022	Blanket PO uniforms	0.00	61.10	
00824	NEUMILLER & BEARDSLEE	12/14/2022	Regular	0.00	12,860.26	56088
334551	Invoice	11/28/2022	Professional Services	0.00	1,600.00	
334552	Invoice	12/13/2022	LEGAL SERVICES	0.00	650.00	
335022	Invoice	11/28/2022	LEGAL SERVICES	0.00	10,610.26	
00837	NORTHSTAR CHEMICAL	12/14/2022	Regular	0.00	2,208.26	56089
239793	Invoice	11/17/2022	Blanket PO	0.00	2,208.26	
00855	OPERATING ENGINEERS LOCAL	12/14/2022	Regular	0.00	324.00	56090
12/2022-1	Invoice	12/01/2022	LOCAL UNION DUES #3	0.00	324.00	
00914	QUICK N SAVE	12/14/2022	Regular	0.00	21.56	56091
1018849	Invoice	12/06/2022	Blanket PO Diesel (highway)	0.00	21.56	
00972	SAFE-T-LITE	12/14/2022	Regular	0.00	2,848.01	56092
386736	Invoice	12/12/2022	cones and barricades	0.00	2,820.77	
386737	Invoice	12/12/2022	mulberry street sign	0.00	27.24	
01009	SHRED-IT USA LLC	12/14/2022	Regular	0.00	191.10	56093
8002911606	Invoice	12/03/2022	Shredding	0.00	191.10	
01040	STANISLAUS COUNTY SHERIFF	12/14/2022	Regular	0.00	181,757.57	56094

Check Report

Date Range: 12/10/2022 - 01/06/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2414	Invoice	11/30/2022	LAW ENFORCEMENT SERVICES- OCTOBER 20...	0.00	181,757.57	
01066	STATE WATER RESOURCES CONTROL BOARD	12/14/2022	Regular	0.00	28,140.00	56095
WD-0214913	Invoice	12/08/2022	ANNUAL PERMIT FEE 7/1/22 TO 6/30/23	0.00	3,453.00	
WD-0214951	Invoice	12/08/2022	Annual Permit Fee 07/01/22 to 06/30/23	0.00	24,687.00	
01089	SUTTER GOULD MEDICAL FOUN	12/14/2022	Regular	0.00	78.00	56096
995779628-39	Invoice	11/27/2022	Pre-employment Physical	0.00	78.00	
01090	SUTTER HEALTH PLUS	12/14/2022	Regular	0.00	18,741.38	56097
2369589	Invoice	12/01/2022	MEDICAL INSURANCE- December	0.00	18,741.38	
01093	SYNAGRO WEST, LLC	12/14/2022	Regular	0.00	6,269.09	56098
34556	Invoice	12/01/2022	Blanket PO Sludge waste	0.00	6,269.09	
01806	Talkington Inc.	12/14/2022	Regular	0.00	29,200.00	56099
22-03338	Invoice	11/30/2022	Additional Changes for Senior Center Impro...	0.00	375.00	
22-1066	Invoice	11/29/2022	senior center painting	0.00	28,825.00	
01115	THE HOME DEPOT CRC	12/14/2022	Regular	0.00	319.34	56100
6014537	Invoice	11/17/2022	Blanket P.O.	0.00	51.95	
6014538	Invoice	12/14/2022	Blanket P.O.	0.00	267.39	
01171	URBAN FUTURES INCORP	12/14/2022	Regular	0.00	337.50	56101
0922-007	Invoice	11/21/2022	Professional Services : Doug Anderson	0.00	337.50	
01264	VERIZON WIRELESS	12/14/2022	Regular	0.00	2,116.10	56102
9921387529	Invoice	11/24/2022	MIFI DEVICES/ CAMERAS	0.00	304.08	
9921387531	Invoice	11/24/2022	MIFI DEVICES/ CAMERAS	0.00	1,812.02	
01206	WARDEN'S OFFICE	12/14/2022	Regular	0.00	521.70	56103
2089430-0	Invoice	12/07/2022	MISC OFFICE SUPPLIES	0.00	521.70	
01709	The Lincoln National Life Insurance Company	12/20/2022	Regular	0.00	1,203.51	56106
4466995958	Invoice	10/10/2022	Life Insurance - November 2022	0.00	408.15	
4478596301	Invoice	11/10/2022	Life Insurance - December 2022	0.00	397.68	
4490634667	Invoice	12/10/2022	Life Insurance - January 2023	0.00	397.68	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	12/20/2022	Regular	0.00	224.12	56107
INV0008295	Invoice	12/15/2022	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	224.12	
01583	Hunt & Sons, Inc.	12/20/2022	Regular	0.00	69.31	56108
INV0008317	Invoice	10/31/2022	Blanket PO fuel	0.00	69.31	
01832	Triple R Classic Car Catering and BBQ, LLC	12/21/2022	Regular	0.00	945.00	56109
INV0008328	Invoice	11/30/2022	Employee Christmas Dinner	0.00	945.00	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	12/27/2022	Regular	0.00	224.12	56110
INV0008343	Invoice	12/29/2022	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	224.12	

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	85	43	0.00	762,333.95
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
	85	43	0.00	762,333.95

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	85	43	0.00	762,333.95
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
	85	43	0.00	762,333.95

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	12/2022	762,333.95
			762,333.95



Hughson

Refund Check Register

Refund Check Detail

UBPKT02831 - Refunds 01 UBPKT02828 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
	VOID CHECK		56104	0.00				
17-0030-001	Jantz, Blaine & Maranda	12/19/2022	56105	155.13			155.13	Generated From Billing
Total Refunds: 2			Total Refunded Amount:	155.13				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	155.13
Revenue Total:	155.13

General Ledger Distribution

Posting Date: 12/01/2022

	Account Number	Account Name	Posting Amount	IFT
Fund:	510 - WATER/SEWER DEPOSIT			
	510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	-155.13	Yes
	510-11040	CUSTOMER CREDITS	155.13	
		510 Total:	0.00	
Fund:	999 - POOLED CASH/CONSOLIDATED CASH			
	999-10010	CASH IN BANK-MONEY MARKET	-155.13	
	999-20000	DUE TO OTHER FUNDS (POOLED CASH)	155.13	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	



CITY COUNCIL AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: January 9, 2023
Subject: Approve the 2023 City Council Appointments to Boards and Committees
Enclosure: 2023 City Council Appointments to Boards and Committees
Presented By: Ashton Gose, Executive Assistant/City Clerk
Approved By: 
City Manager

Staff Recommendation:

Approve the 2023 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 is very beneficial to 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.

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. In order to discuss, or make changes, a member of the Council would need to pull the item from the Consent Calendar for special consideration.

Upon approval of the 2023 listing, City staff will amend as approved and send the 2023 City Council Appointments to Boards and Committees to all the Boards and Committees listed, so they may update their contacts.

These appointments will become effective January 1, 2023 and will 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 1, 2023 – December 31, 2023

2+2 Committee School District: Quarterly	Ramon Bawanan Julie Strain
Hughson Sports & Fitness Complex Steering Committee – Once Monthly	DELETING
2+2 Fire District Committee: Every Other Month	Randy Crooker George Carr
Budget & Finance Subcommittee: As needed – 3 to 4 times per year	Ramon Bawanan George Carr
Economic Development Committee: 4 th Monday of Each Month	George Carr Randy Crooker Sam Rush (Alt)
League of California Cities Executive Committee: Quarterly – Or as Needed	George Carr Julie Strain (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 Ramon Bawanan (Alt)
Stanislaus County Disaster Council: Once A Year or As Needed	Julie Strain Ramon Bawanan (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 Sam Rush (Alt)
JPA – West Turlock Subbasin Groundwater Sustainability Agency - Quarterly	Randy Crooker Sam Rush (Alt)
Turlock Mosquito Abatement District	Michael Ann Mitchell



CITY COUNCIL AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: January 9, 2023
Subject: Approval of a Revised and Restated Non-Potable Water Agreement, with the Hughson Unified School District and Authorization for the City Manager to Execute the Agreement
Enclosure: Revised and Restated Non-Potable Water Agreement
Presented By: Merry Mayhew, City Manager
Approved By: 
City Manager

Staff Recommendations:

1. Review and approve a ten-year Revised and Restated Non-Potable Water Agreement with the Hughson Unified School District.
2. Authorize the City Manager to execute the Agreement inclusive of edits by the City Attorney.

Background and Discussion:

The City of Hughson (City) and Hughson Unified School District (HUSD) entered into a ten-year Non-Potable Water Agreement in June 2012. The purpose of the Agreement was to use non-potable water from Well 6 to irrigate approximately 30 acres of turf area at the HUSD's sports fields. Well 6 is located nearby on Locust Street and is considered non-potable water as the limits for arsenic exceed the limits currently allowable under current drinking water standards.

The Agreement benefits HUSD as absent an agreement, HUSD would need to drill, operate and maintain a well on HUSD property. In addition, the Agreement provides HUSD with non-potable water for the purpose of irrigation at a reduced cost. The Agreement also benefits the City by reducing the amount of water requiring treatment, allowing the City to use the non-treated water to meet the HUSD demands.

On May 23, 2022, HUSD and the City entered into a First Amendment to the Non-Potable Water Agreement for month-to-month service while corrections were made to the water system. The issues have now been resolved successfully and the City and HUSD wish to enter into another multi-year agreement.

The following are the terms in the new agreement (Exhibit A):

- 10-year term;
- HUSD will pay \$0.831 per 1,000 gallons delivered;
- HUSD and the City will share equally in the costs of maintenance and repair of Well 6;
- Any increase in the non-potable water rate is tied to the proportional increase in the potable water rate charged by the City; and
- HUSD's use of water is not exclusive.

The HUSD Board approved the Agreement at the December 2022 Board meeting and if approved, the Agreement will be effective January 10, 2023.

Fiscal Impact:

Over the 12-month period of April 30, 2021 – March 30, 2022, HUSD used a total of 34,808,000 gallons at a cost of approximately \$26,802 annually. With the new rate, HUSD's annual cost of non-potable water will be approximately \$29,000 annually.

**CITY OF HUGHSON AND HUGHSON UNIFIED SCHOOL DISTRICT
REVISED AND RESTATED NON-POTABLE WATER AGREEMENT**

This Revised and Restated Non-Potable Water Agreement (hereinafter, “**Agreement**”) is entered into this 13 day of December 2022, by and between THE CITY OF HUGHSON, a general law city organized under the laws of the state of California, (hereinafter, “**City**”) and the HUGHSON UNIFIED SCHOOL DISTRICT (hereinafter, “**District**”) (individually, a “**Party**”; collectively, “**Parties**”).

RECITALS

A. Whereas, District is the fee owner of that certain real property commonly known as “Hughson High School” located at 7419 E. Whitmore Avenue, Hughson, CA and that certain real property east and adjacent to the high school (collectively, “**Site**”).

B. Whereas, in 2012, District was planning to install a new baseball field, new softball field, three soccer fields and a parking lot at the Site. The then-existing sports fields and the proposed new sports fields located at the Site were to total approximately 30 acres of turf area; and

C. Whereas, City owns Well #6 located on Locust Street near the Site. Water from Well #6 has arsenic levels higher than allowable under current drinking water standards; and

D. Well #6 consists of a deep water well, one or more pumps, pipes, valves, other related infrastructure, and a water meter (collectively, “**Well #6**”); and

E. Whereas, District would have had to drill, operate and maintain a well on the Site absent the City providing water from Well #6; and

F. Whereas, a new well constructed on the Site could have a negative effect on the City’s wells, including Well #6; and

G. Whereas, on June 12, 2012, the City and District entered into a Non-Potable Water Agreement (“**Original Agreement**”) with an initial term of 10 years whereby the City agreed to provide non-potable water from Well #6 to the District for the purposes of irrigating the sports fields on the Site; and

H. Whereas, on May 10, 2022, the City and District entered into a First Amendment to the Original Agreement changing the term from 10 years to a month-to-month term subject to 60 days’ notice of termination; and

I. Whereas, a non-potable water system would continue to benefit the City by reducing the amount of water requiring treatment to meet drinking water standards and would allow the City to use the non-treated water to meet other City water demands; and

J. Whereas, the District would continue to benefit from a non-potable water system through a reduced-cost water supply, relieving the District of well ownership, operations, and maintenance responsibilities, and participation in an established water system that will provide the District with greater service reliability through backup supplies; and

K. Whereas, the City and District desire to revise and restate the Original Agreement (as currently amended) to change the term of the agreement to a new 10-year term, remove the cost of living adjustments to the non-potable water rate charged to the District, share equally in the costs in the maintenance and repair of Well #6, allow the City to use the non-potable water from Well #6, and tie the increase non-potable water rate in this Agreement to the proportional increase in the potable water rate charged by the City; and

L. Therefore, in consideration of the mutual benefits to each Party, the City and the District desire to enter into this Revised and Restated Non-Potable Water Agreement for the City to continue to provide to District non-potable water from Well #6 to irrigate existing and any new turf areas located or established at the Site.

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

1. **Operational Parameters:**

1.01. City will provide District with a non-potable water supply from Well #6 which has a flow range of 0 to 800 gallons per minute and a pressure of 60 psig to 75 psig as measured at the existing water meter located at the Site (“**Water**”).

1.02. City will provide District the Water during the months of March through October and during the hours of 9 p.m. to 6 a.m. Pacific Standard Time. The City reserves the right to take the non-potable water system off-line for three (3) months per year during December, January, and February; accordingly, City will have no obligation under this Agreement, and District will have no right to receive under this Agreement, Water during the months of December, January, or February (or any combination thereof) during the term of this Agreement.

1.03. The Water provided by City pursuant to this Agreement will not be treated by City or any other party and may not meet, nor will it be required to meet, any state or federal standards for drinking water.

1.04. District may use the Water provided by City pursuant to this Agreement for the purpose of irrigating existing and any new turf areas located on or established at the Site and for no other purpose.

2. **Maintenance and Repairs:**

2.01. City will be responsible for performing all maintenance and repairs on Well #6 during the term of this Agreement (“**Maintenance**”). City will pay before delinquent all utility charges incurred in connection with the ownership and operation of Well #6, including without limitation

all standby charges (collectively, "**Utility Charges**"). City will account for all costs and expenses incurred in performing the Maintenance and the Utility Charges (collectively, "**Costs**").

2.02. District will be responsible for fifty percent (50%) of the Costs. City will send an invoice to District for District's share of the Costs, and District will pay each invoice within thirty (30) days of its receipt.

2.03. City will maintain full-time water operators to oversee and correct operational deficiencies of Well # 6.

3. **Ownership:** District and City agree: (i) City owns Well #6; and (ii) City's ownership of Well #6 terminates at the water meter; and (iii) District has no ownership or property interest in Well #6; and (iv) City has no ownership or property interest in the pipes, valves, and other infrastructure from the point of the Well #6 water meter to the Site; and (v) City has no obligation to maintain or repair such infrastructure of District.

4. **Water Rates; Billing:**

4.01. City has potable water rates established in accordance with the provisions of Proposition 218. The established water rates take into account capital expenditures and water treatment to provide a drinking water supply that meets regulatory standards. Because the Water will not be treated it can likely be provided to District at a lower rate than the rate charged customers who are receiving treated potable water. The City's water customers are charged a monthly fixed charge ("**Fixed Charge**") based on meter size and a metered rate for actual usage.

4.02. To the extent District pays fifty percent (50%) of the Costs pursuant to Section 2 of this Agreement, City agrees not to charge District a monthly Fixed Charge. District will pay for non-potable water usage based on the metered rate of \$0.831 per 1,000 gallons delivered ("**Metered Rate**"). The Metered Rate for non-potable water shall be subject to change during the term of this Agreement as follows: if the City's metered rate for potable water is increased in accordance with Proposition 218, the non-potable water Metered Rate will increase proportionally equal to the potable water rate. As an example, if the potable water metered rates increase by 5%, the non-potable water Metered Rate shall also increase by 5% to \$0.873 per 1,000 gallons. As a result, the non-potable water Metered Rate will only increase when potable water metered rates change.

4.03. City will send a monthly invoice to the District for non-potable water used at the rate set forth in Section 4.02 which shall be payable within 30 days of the date of the invoice.

4.04. In exchange for the non-potable water Metered Rate set forth in Section 4.02, the District agrees that it will not drill a well on the Site during the term of this Agreement.

5. **City's Use of Well #6:** District's use of the Water is not exclusive. City may also use water from Well #6 at its own discretion.

6. **Drinking Water:** This Agreement does not modify or alter the District's obligation to pay for the drinking water used at the High School site under the existing drinking water rate structure.

7. **Signs:** The District shall post signs on Site stating that the Site is irrigated with non-potable water. All signs shall comply with all applicable state laws and regulations, including regulations issued by Cal/OSHA.

8. **Term:**

8.01. The term of this Agreement will commence on December____, 2022 and will continue for ten (10) years, expiring on December____, 2032 unless terminated earlier in accordance with Section 8.02. The Parties agree that this Agreement may be extended upon the mutual agreement of the Parties.

8.02. Either Party may terminate this agreement for cause upon the breach of this Agreement by the other Party. In addition, either Party may unilaterally and in its sole discretion terminate this Agreement without cause upon sixty (60) days written notice to the other Party.

9. **General Provisions:**

9.01. **Amendment.** This Agreement may be amended, modified or supplemented only by a writing signed by both parties.

9.02. **Waiver.** No waiver of any provision of this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

9.03. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9.04. **No Joint Venture.** It is not the intention of the Parties to create by this Agreement a relationship of master-servant, principal-agent, partnership or joint venture and under no circumstance shall either Party be considered the agent of the other.

9.05. **Governing Law.** This Agreement is entered into in and shall be governed by and construed in accordance with the laws of the State of California.

9.06. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, personal and legal representatives, subsidiaries, affiliates, successors and assigns.

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9.07. Indemnity.

a. District shall indemnify, defend and hold harmless City, its elected or appointed officials, employees, agents and authorized representatives from any and all losses, injuries, liability, damages, claims, costs and expenses (including attorneys' fees and court costs), arising out of or resulting from (i) any breach of this Agreement by District; and (ii) the willful misconduct or negligent acts of District in connection with the performance of this Agreement.

b. City shall indemnify, defend and hold harmless District, its elected or appointed officials, employees, agents and authorized representatives from any and all losses, injuries, liability, damages, claims, costs and expenses (including attorneys' fees and court costs), arising out of or resulting from (i) any breach of this Agreement by City; and (ii) the willful misconduct or negligent acts of City in connection with the performance of this Agreement.

9.08. Attorneys' Fees. The prevailing Party in any action or proceeding to enforce or interpret this Agreement or otherwise arising out of or in connection with the subject matter hereof (including, but not limited to, any suit, arbitration, entry of judgment, post-judgment motion or enforcement, appeal, bankruptcy litigation, attachment or levy) shall be entitled to recover its costs and expenses, including, but not limited to, attorneys', experts' and consultants' fees and costs.

9.09. Cooperation. City and District shall cooperate with the other and act in good faith in the carrying out of this Agreement, and to the extent necessary or appropriate, the Parties shall draft and execute all such proposals, applications, and/or related items and materials necessary to effectuate the terms of this Agreement

9.10. Captions. Captions to sections of this Agreement are for convenience purposes only and are not part of this Agreement.

9.11. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

9.12. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters contained herein and may be amended only by subsequent written

****Agreement continues and signatures appear on following page****

agreement signed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and the year first written above.

CITY OF HUGHSON

HUGHSON UNIFIED SCHOOL DISTRICT

By _____
Merry Mayhew, City Manager

By Brenda M. Smith
Brenda Smith, Superintendent

Approved as to form:

Approved as to form:

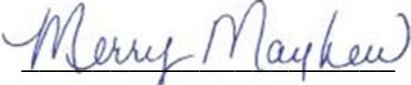
By _____
Dan Schroeder, City Attorney

By _____



CITY COUNCIL AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: January 9, 2023
Subject: Approval to Award the Installation of Concrete and an ADA Ramp to the Community Development Office to Machado & Sons Construction, Inc., at a Total Cost of \$7,050
Enclosure: Machado & Sons Construction, Inc. Quote
Presented By: Jose Vasquez, Public Works Superintendent
Approved By: 
City Manager

Staff Recommendation:

Approve the award and installation of concrete and an ADA Ramp to the Community Development Department office, to Machado & Sons Construction, Inc., at a total cost of \$7,050.

Background and Discussion:

On June 27, 2022, the Hughson City Council approved the project list for the American Rescue Plan Act (ARPA) funds that were received by the City of Hughson.

The project list included upgrades at the Community Senior Center including offices for the Community Development Department. To ensure proper access, the path of travel concrete needs to be completely replaced and an American with Disabilities Act (ADA) ramp installed.

In addition, the concrete outside the Council Chambers entrance needs to be replaced for safety reasons as the tree roots have pushed up the concrete.

Three bids were received in response to the City's request for bids:

Machado & Sons Construction, Inc.	\$7,050
Thomson Wooley Builders, Inc.	\$8,500
Victor Rivera Concrete	\$8,658

Fiscal Impact:

This item was referenced in Resolution No. 2022-31, "Exhibit A, ARPA Projects Listing", which was approved by the City Council on June 27, 2022.

If this item is approved, Finance will increase budget appropriations for the Fiscal Year 2022-23 by \$7,050.



MACHADO & SONS CONSTRUCTION, INC.

1000 S KILROY RD
TURLOCK, CA 95380
PH: 209.632.5260

CSLB# 719936
MBE# 110900683
DBE# 42253
DIR# 1000013872
ISNET Certified
Gold Shovel Certified

To:	City Of Hughson	Contact:	William Newlin
Address:	7018 Pine Street Hughson, CA 95326	Phone:	(209) 883-4054
Project Name:	ADA Door Ramp	Fax:	
Project Location:	City Hall, Hughson, CA	Bid Number:	22576
		Bid Date:	12/7/2022

Machado & Sons Construction, Inc. proposes to furnish all labor, material and equipment necessary to complete the following work.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Furnish & Install ADA Ramp To Door · Remove & Off Haul 75sf Of Existing 4" Concrete · Grade Planter Area For Concrete & Spread Onsite · Form, Pour, & Strip 120sf Of 3000psi Natural Grey Broom Finish	1.00	LS	\$7,050.00	\$7,050.00

Total Bid Price: \$7,050.00

Notes:

- Quantities subject to change based on final field measurements
- All Items Bid as a Package. If items separated MSC reserves the right to re-bid the project
- Excludes any permits, fees or bond premiums
- Excludes any erosion control install, maintenance or removal
- Excludes any work outside property lines
- Excludes any over excavation or re-compaction of existing ground
- Excludes any handling or removal of spoils generated by others
- Excludes an handling or removal of hazardous materials
- Excludes any storm water pollution control, temporary erosion control or water treatment
- Excludes any landscape, electrical, building or fence work
- Any unsuitable material encountered will be on time & material basis
- Excludes any damage to any roadways or landscape areas outside of our control.
- Excludes water, to be provided by others within 500ft of project at no cost to Machado
- Excludes furnish or installation of handrails, sleeves, bollards, light poles, any associated foundations or excavation for those items
- All embeds furnished by others
- Excludes furnish or installation of Waterproofing or Traffic Coatings of any kind
- Excludes any work associated with asphalt paving
- Excludes any work associated with utilities
- Excludes furnish & installation of drains, drain piping, DI, bubblers, man holes, culverts of any kind
- Excludes any work associated with removal of existing structures of any kind
- Excludes furnish or installation of any striping, signage, curb painting or wheel stops
- Excludes backfill, changing of grade, shoulder backing or finish grading of any kind
- Excludes Furnishing Traffic Control. Traffic Control provided by others at no cost to Machado
- Excludes any survey, to be provided to Machado at no cost
- Excludes import or export of any materials
- Excludes furnish or maintenance of concrete washout, to be provided at no cost
- Prices subject to a mutually agreed upon contract.
- Owner agrees to protect our work from others.
- The preparation of compacted subgrade to be within one-hundredth (1/100th) of a foot to balance.
- No weekend work included except for our convenience
- Unrestricted access for conventional trucks and equipment to be provided at all times.
- ADA requirements are the responsibility of the Architect and Engineer. Machado & Sons Construction Inc. will not be held responsible for meeting ADA requirements on drawings that do not comply.
- This bid is subject to acceptance within Thirty (30) days of its date.
- Machado and Sons Construction is signatory to the Cement Masons, Laborers, and Operating Engineers.
- Any OCIP/CCIP Deduction is included in pricing

Payment Terms:

This proposal is based upon the following move-ins

Grading: 0
Paving: 0
Concrete: 1

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

Net 30 days: Overdue accounts will be charged 1.5% interest per month after 30 days pay terms on any unpaid balance, plus collection or legal fees required.

This quotation applies only to the job described above. All work is to be performed in a workman like manner in accordance with standard practice. Proposal is based on working day shifts, Monday through Friday, day shift. Any alterations/deviations from specifications listed in quotation, involving extra costs will be executed upon written change order over and above the quotation.

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.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Machado & Sons Construction Inc.

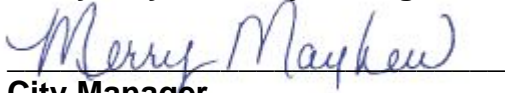
Authorized Signature: _____

Estimator: Matt Machado
(209) 678-0691 matt@machadoandsons.com



CITY COUNCIL AGENDA ITEM NO. 3.6

SECTION 3: CONSENT CALENDAR

Meeting Date: January 9, 2023
Subject: Approval for Mayor Carr to Attend the Mayor's Conference in Washington, D.C., January 17-20, 2023, and to Reimburse Costs Associated with Attending the Conference
Enclosure: Mayor's Conference Agenda
Presented By: Merry Mayhew, City Manager
Approved By: 
City Manager

Staff Recommendation:

Approve Mayor George Carr's attendance at the Mayor's Conference in Washington, D.C., January 17-20, 2023, and reimburse costs associated with attending the conference.

Background and Discussion:

The Mayor's Conference is held annually in January, in Washington D.C. by the United States Conference of Mayors, an official non-partisan organization of cities. While the cities represented are often 30,000 or more in population, smaller cities may be represented as well. Conference members speak with a united voice on organizational policies and goals. Mayors can contribute to the development of policy by serving on one or more of the conference's standing committees. Conference policies and programs are developed and guided by an Executive Committee and Advisory Board, as well as the standing committees and task forces which are formed to meet changing needs.

The primary roles of the Conference are advocacy on issues that demand special attention, best practices on how cities tackle challenges in a variety of areas, business connections by working together with the nation's business leaders to provide opportunities for cities and local businesses, promoting your city by sharing examples and stories, and connecting, sharing, and networking with other mayors.

Mayor Carr is requesting approval to attend the Mayor's Conference that is being held on January 17, 18, 19, and 20, 2023, and which requires travel on January 16 and 20, 2023.

The draft agenda (attached) for the Mayor's Conference includes information on Mental Health for a Strong Workforce, Mayors Water Council: Infrastructure Investment and Jobs Act, Technology and Innovation, Childhood obesity Prevention/Environmental Health & Sustainability, Community Leaders of America, Leadership in the Arts as well as many opportunities to network with other mayors.

An estimated cost to attend the Mayor's Conference is approximately \$5,600 and includes the following:

Airfare - \$1,048

Registration for the Conference - \$2,500

Hotel - \$1,500

Taxis/Uber/Lyft/Bus or Shuttles within the City - \$150

Mileage and Parking at the Airport - \$190

Food - \$195

Travel costs including airfare and registration that are paid in advance by Mayor Carr will be reimbursed by the City. Lodging, mileage, parking at the airport, and any transportation costs in D.C. will be reimbursed after Mayor Carr returns and submits receipts.

The Hughson Municipal Code 2.24.020 states that council members shall be reimbursed for actual and necessary expenses incurred in the performance of official duties.

Fiscal Impact:

The cost of attending the Mayor's Conference in Washington D.C. is supported by the City Council General Fund Budget. Should additional appropriations be necessary, an adjustment will be made at the mid-year budget cycle.



THE UNITED STATES
CONFERENCE OF MAYORS

[Summary](#) **[Agenda](#)** [Key Information](#) [Fees](#)
[Registered Mayors](#)

[Register Now](#)

THE UNITED STATES CONFERENCE OF MAYORS

91st Winter Meeting

January 17, 2023 – January 20, 2023

Draft Agenda

Updated 1/3/2023.

Agenda

Unless otherwise noted, all plenary sessions, committee meetings, council meetings, best practice forums, and social events are open to all mayors and other officially registered attendees.

January 17, 2023

➤ **Special Session on Mental Health for a Strong Workforce**

2:30 PM-4:45 PM

➤ **Punchbowl News' Pop-Up Conversation**

5:00 PM-6:00 PM

Activity

January 18, 2023

➤ **Wednesday Morning Plenary Breakfast**

8:00 AM-9:00 AM

Plenary

Council on Metro Economies and the New American City

9:15 AM-10:30 AM

Task Force

Mayors Water Council: Infrastructure Investment and Jobs Act (IIJA)

9:15 AM-10:30 AM

Task Force

New Mayors Session

9:15 AM-10:30 AM

Forum

Arts Conversation

Forum

10:45 AM-11:45 AM

› ARPA Local Fiscal Recovery Funds: Update & Best Practices

Forum

10:45 AM-11:45 AM

› Using One-Stop Service Centers to Better Serve Veterans at the Local Level

Forum

10:45 AM-11:45 AM

Combating Hate and Extremism and the Violence They Fuel

10:45 AM-11:45 AM

Opening Press Conference

11:45 AM-12:30 PM

2023 WDC Annual Winter Meeting

1/18/23 – 1/19/23

12:00 PM-5:00 PM

› Opening Plenary Luncheon

Plenary

12:30 PM-2:00 PM

Solving the Challenges of Affordable Housing

2:15 PM-3:15 PM

Forum

Technology and Innovation

2:15 PM-3:15 PM

Forum

> Responding to the Influx of Migrants to our Cities

2:15 PM-3:15 PM

Closed

Reducing Gun Violence

3:30 PM-4:30 PM

Forum

Solving Homelessness: Achieving Functional Zero

3:30 PM-4:30 PM

Forum

Opening Reception

6:30 PM-8:00 PM

Activity

January 19, 2023

Mayors and Business Leaders Plenary Breakfast

7:30 AM-9:00 AM

Plenary

Leveraging Public Private Partnerships to Deliver Innovative Solutions

9:15 AM-10:15 AM

Forum

› Climate Mitigation and Resiliency - Best Practices & Resources

9:15 AM-10:15 AM

Forum

Sewage as Sentinel: How Monitoring Wastewater Can Inform Public Health Decisions

9:15 AM-10:15 AM

Forum

› Thursday Morning Plenary Session

10:30 AM-11:30 AM

Plenary

Bipartisan Infrastructure Law Implementation

11:45 AM-12:45 PM

➤ **Childhood Obesity Prevention/Environmental Health & Sustainability Plenary Lunch**

1:00 PM-2:30 PM

Plenary

➤ **Building Greater Equity into Local Transportation Investments**

2:45 PM-3:45 PM

Forum

➤ **Wind Energy Accelerating the Clean Energy Transition**

2:45 PM-3:45 PM

Forum

Current Issues in Policing

2:45 PM-3:45 PM

Women Mayors Leadership Alliance of the U.S. Conference of Mayors

4:00 PM-5:00 PM

Plenary

➤ **Democratic Mayors Association Meeting**

5:30 PM-7:00 PM

Closed

Community Leaders of America (Republican Mayors Forum)

5:30 PM-7:00 PM

Closed

9:30 AM-11:30 AM

Late Night Reception

Activity

9:30 PM-11:30 PM

January 20, 2023

› Plenary Breakfast Honoring Leadership in the Arts

Plenary

7:30 AM-9:00 AM

› Responding to Mass Shootings

Forum

9:15 AM-10:15 AM

Expanding America's Intercity Passenger Rail System

Forum

9:15 AM-10:15 AM

Executive Committee

Closed

9:15 AM-10:15 AM

➤ **Friday Morning Plenary Session**

10:30 AM-11:30 AM

Plenary

➤ **Closing Plenary Lunch**

1:00 PM-2:15 PM

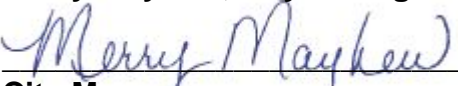
Plenary

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CITY COUNCIL AGENDA ITEM NO. 3.7

SECTION 3: CONSENT CALENDAR

Meeting Date: January 9, 2023
Subject: Approval for Council Members Julie Strain and Randy Crooker to Attend the League of California Cities New Mayors and Council Members Academy in Sacramento, CA on January 18-20, 2023, and to Reimburse Costs Associated with Attending the Conference
Enclosure: Agenda for the League of California Cities Academy
Presented By: Merry Mayhew, City Manager
Approved By: 
City Manager

Staff Recommendation:

Approve Council Members Julie Strain and Randy Crooker to attend the League of California Cities New Mayors and Council Members Academy in Sacramento, CA from January 18 through January 20, 2023, and reimburse costs associated with attending the Academy.

Background and Discussion:

The League of California Cities (LOCC) provides training for new mayors and council members after each election. The LOCC New Mayors and Council Members Academy (Academy) includes Harassment Prevention Training, required by Assembly Bill 1661, and Understanding Public Service Ethics Laws and Principles, required by Assembly Bill 1234.

In addition, the Academy provides workshops with information on the LOCC, the Cal Cities leadership team, and the tools provided by Cal Cities, as well as other workshops. Examples include Developing an Effective City Council and City Manager Team, Legal Powers and Obligations, Policy Role in Land Use Planning, Effective Advocacy and Key City Issues, The Do's and Don'ts of Conducting a Public Meeting, Social Media/Digital Communications, and Civic Engagement, and Financial Responsibilities.

Along with the required training and the workshops, attending the LOCC Academy provides an excellent opportunity to network and build relationships with other mayors and council members as well as meet the LOCC Regional Public Affairs Manager for the Central Valley Division of the League of California Cities, Stephen

Qualls. Mr. Stephen Qualls represents the City of Hughson along with other cities in the Central Valley.

Council Members Julie Strain and Randy Crooker are requesting approval to attend the LOCC Academy that is being held on January 18, 19, and 20, 2023.

An estimated cost for both council members to attend the LOCC Academy is approximately \$3,400 and includes registration, hotel, mileage, parking costs, and per-diem.

Pre-paid Registration and per-diem can be advanced to the council members by the City. Other costs such as lodging, mileage, parking fees, etc. will be reimbursed after they return and submit receipts.

The Hughson Municipal Code 2.24.020 states that council members shall be reimbursed for actual and necessary expenses incurred in the performance of official duties.

Fiscal Impact:

The cost of attending the LOCC Academy is supported by the City Council General Fund Budget. Should additional appropriations be necessary, an adjustment will be made at the mid-year or year-end budget cycles.



north-online-program.pdf?sfvrsn=13186972_3) .

Wednesday, January 18 ↓

Harassment Prevention Training for Supervisors and Officials (AB 1661)

9:00-11:00 a.m.

This informational and interactive workplace harassment prevention training will focus on current and emerging issues resulting from the #MeToo movement, and teach officials and supervisors how to identify, prevent, and properly respond to workplace harassment, discrimination, retaliation, and abusive conduct in order to avoid personal and agency liability in compliance with AB 1825/2053/1661 and SB 396.

The Institute for Local Government is a State Bar of California minimum continuing legal education (MCLE) approved provider and certifies this activity meets the standards for MCLE credit by the State Bar of California in the total amount of 2 hours (general credits). Provider #13881

Your Cal Cities and How To Use It

11:30 a.m.-12:30 p.m.



Networking Luncheon with your Divisions

12:30-1:30 p.m.

Take this opportunity to sit with members of your regional division and meet your Cal Cities Regional Public Affairs Manager.

Developing an Effective City Council and City Manager Team: The Key to Good Governance and City Success

1:45-3:15 p.m.

Successful communities require highly effective governance and management, key to which is a positive city council/city manager working relationship guided by good, open communication. This session will help you to better appreciate the roles that the city council governing body, individual council members, and the city manager fulfill in a successful working relationship based on effective communication and sound governance practices.

Your Legal Powers and Obligations; Open Government and Conflicts of Interest

3:30-5:00 p.m.



such as the Brown Act and the Public Records Act, and laws pertaining to conflicts of interest.

Legislative Reception

5:30-6:30 p.m.

Planned with League Partners

Take this opportunity to network with your peers from throughout the state after a full day of educational sessions. Assembly Members and Senators from throughout the state are invited to attend. Maps to the MIX Downtown are available at registration.

Thursday, January 19 →

Understanding Public Service Ethics Laws and Principles (AB 1234)

7:45-9:45 a.m.

State law requires elected and appointed officials to receive two hours of training in specified ethics laws and principles every two years. Newly elected and appointed officials must receive this



The Institute for Local Government is a State Bar of California minimum continuing legal education (MCLE) approved provider and certifies this activity meets the standards for MCLE credit by the State Bar of California in the total amount of 2 hours (general credits). Provider #13881

Policy Role in Land Use Planning

10:00-11:00 a.m.

Land use planning is one of the most important parts of a city official's responsibilities due to the long-term impacts it can have on a community's environment, economic vitality, and the physical health of its residents. Learn about tools and processes in land use planning, such as the general plan, zoning, and the California Environmental Quality Act, as well as the role of regional agencies and the state. This knowledge will help you foster a solid working relationship with your city's planning commission and planning staff.

Effective Advocacy and Key City Issues

11:15 a.m.-12:30 p.m.

Meet the League of California Cities' legislative team and learn about the 2023 Cal Cities Action Agenda, legislative calendar, and trending issues in the Legislature. The Cal Cities team will also



An Irregular Meeting of the City Council of Dysfunction Junction: The Do's and Don'ts of Conducting a Public Meeting

1:45-3:15 p.m.

Enjoy a popular depiction of a city council meeting gone awry and learn from its mistakes.

Social Media/Digital Communications and Civic Engagement

3:30-5:00 p.m.

With constant advancements in social media over the last several years, it can be hard to keep up with the “do’s and don’ts” of every platform. Moreover, as misinformation increases, elected officials need to be quick on their feet and have the necessary skills to proactively manage public perceptions about local governmental affairs. Discover what cities should be doing to communicate with their constituents in the 21st century, and the rules that elected officials must follow.

Friday, January 20 →

Financial Responsibilities, City Revenues Workshop (Part 1)

8:30-10:00 a.m.



and the four stages of fiscal meltdown. Plus, learn how to be a better leader by discovering how to avoid micromanagement and manage complacency. The importance of structurally balanced budget tips for setting city council goals and the need for financial policies will be stressed during this session.

Financial Responsibilities, City Revenues Workshop (Part 2)

10:15-11:45 a.m.

Learn about your responsibilities as an elected official when exercising fiduciary accountability and transparency in open government. In this enlightening conversation, discuss the local government financial cycle, elected official financial oversight duties, and state and local funding relationships, and the four stages of fiscal meltdown. Plus, learn how to be a better leader by discovering how to avoid micromanagement and manage complacency. The importance of structurally balanced budget tips for setting city council goals and the need for financial policies will be stressed during this session.

[Explore Previous Academies](#) →



[council-members-academy-program.pdf?sfvrsn=e06b7512_3](#)) **Click to view the full academy schedule PDF.**
([/docs/default-source/new-mayors-and-council-members-academy-session-materials/2022-new-mayors-and-council-members-academy-program.pdf?sfvrsn=e06b7512_3](#))

Thursday, January 20 →

Morning Coffee Chat with the Department Executive Committee

8:30–9:15 a.m.

Join the Mayors and Council Members Department executive committee for an informal coffee chat before the conference begins. Come (virtually) meet your peers, share insights, and gear up for the day ahead!

Cal Cities Mayors and Council Members Department Officers

John Minto, Department President and Mayor, Santee

Susannah Meyer, First Vice President and Council Member, Brentwood

Blanca Pacheco, Second Vice President and Mayor, Downey

Lori Ogorchock, Immediate Past President and Department Director and Council Member, Antioch



9:30–11:30 a.m.

Enjoy a popular depiction of a city council meeting gone awry and learn from its mistakes.

Welcome and Introductions

John Minto, President, Mayors and Council Members Department, League of California Cities
and Mayor, Santee

Speakers

Christi Hogin and Michael Jenkins, Best Best & Krieger

Your Cal Cities and How to Use It

1:00–1:45 p.m.

As a city official, you are the League of California Cities. Meet the Cal Cities leadership team and learn about the organization's mission and structure, the advocacy and educational tools Cal Cities provides, and how you can get the most out of your membership.

Moderator



Cindy Silva, President, League of California Cities and Mayor Pro Tem, Walnut Creek
Carolyn Coleman, Executive Director and CEO, League of California Cities

Developing an Effective City Council and City Manager Team: The Key to Good Governance and City Success

2:00–3:30 p.m.

Successful communities require highly effective governance and management, key to which is a positive city council/city manager working relationship guided by good, open communication. This session will help you to better appreciate the roles that the city council governing body, individual council members, and the city manager fulfill in a successful working relationship based on effective communication and sound governance practices.

Moderator

Pat Martel, West Coast Regional Director, ICMA

Speakers



Friday, January 21 →

Financial Responsibilities, City Revenues Workshop

9:30 a.m.—12:30 p.m.

Learn about your responsibilities as an elected official when exercising fiduciary accountability and transparency in open government. In this enlightening conversation, discuss the local government financial cycle, elected official financial oversight duties, and state and local funding relationships, and the four stages of fiscal meltdown. Plus, learn how to be a better leader by discovering how to avoid micromanagement and manage complacency. The importance of structurally balanced budget tips for setting city council goals and the need for financial policies will be stressed during this session.

Speakers

Michael Coleman, Fiscal Policy Advisor to the League of California Cities and CSMFO;

CaliforniaCityFinance.com

Christina Turner, City Manager, Morgan Hill



8:30–9:15 a.m.

Meet your regional public affairs manager and join fellow division members for an informal coffee chat before the day begins. **Regional Divisions** (</get-involved/regional-divisions>) cover every part of California and serve as the grassroots advocacy core of the League of California Cities. Made up of elected and career city officials, Regional Divisions develop region-specific programs and carry out grassroots activities to support specific legislative, regulatory, and ballot measure goals. Divisions guide Cal Cities policy by appointing representatives to the board of directors, as well as its resolutions, policy, and annual conference committees.

*Desert Mountain and Inland Empire divisions will not have a coffee chat. Please contact **Laura Morales** (<mailto:lmorales@calcities.org>) for more information.

*The Monterey Bay division will not have a coffee chat. Please contact **Deanna Sessums** (<mailto:dsessums@calcities.org>) for more information.

Speakers

Regional Public Affairs Managers

Effective Advocacy and Key City Issues



Agenda, legislative calendar, and trending issues in the Legislature. The Cal Cities team will also share ideas for establishing practical skills to develop persuasive arguments and testimony that will serve your city's interests.

Moderator

Melanie Perron, Deputy Executive Director, Advocacy & Public Affairs, League of California Cities

Speakers

Bismarck Obando, Director of Public Affairs, League of California Cities

Jason Rhine, Assistant Legislative Director, League of California Cities

Caroline Cirrincione, Legislative Affairs, Lobbyist, League of California Cities

Damon Conklin, Legislative Affairs, Lobbyist, League of California Cities

Derek Dolfie, Legislative Affairs, Lobbyist, League of California Cities

Elisa Arcidiacono, Legislative Affairs, Lobbyist, League of California Cities

Johnnie Piña, Legislative Affairs, Lobbyist, League of California Cities

Nicolas Romo, Legislative Affairs, Lobbyist, League of California Cities

Jessica Sankus, Senior Policy and Legislative Analyst, League of California Cities



Land use planning is one of the most important parts of a city official's responsibilities due to the long-term impacts it can have on a community's environment, economic vitality, and the physical health of its residents. Learn about tools and processes in land use planning, such as the general plan, zoning, and the California Environmental Quality Act, as well as the role of regional agencies and the state. This knowledge will help you foster a solid working relationship with your city's planning commission and planning staff.

Moderator

Lori Ogorchock, Immediate Past President and Department Director and Council Member, Antioch

Speakers

Mark Teague, Managing Principal Environmental Services, PlaceWorks

Eric Nelson, Planning Commissioners Department Director and Dana Point Planning Commissioner

Your Legal Powers and Obligations; Open Government and Conflicts of Interest

1:30–3:00 p.m.



restrictions under which cities and city officials operate, with a focus on open government laws, such as the Brown Act and the Public Records Act, and laws pertaining to conflicts of interest.

Moderator

Corrie Manning, General Counsel, League of California Cities

Speaker

Thomas Brown, Of Counsel, Burke, Williams & Sorensen, LLP

Friday, January 28 →

Morning Coffee Chat with the Department Executive Committee

8:30–9:00 a.m.

Join the Mayors and Council Members Department executive committee for an informal coffee chat before the conference begins. Come (virtually) meet your peers, share insights, and gear up for the day ahead!

Cal Cities Mayors and Council Members Department Officers



Lori Ogorchock, Immediate Past President and Department Director and Council Member,
Antioch

Social Media / Digital Communications and Civic Engagement

9:15–10:30 a.m.

With constant advancements in social media over the last several years, it can be hard to keep up with the “do’s and don’ts” of every platform. Moreover, as misinformation increases, elected officials need to be quick on their feet and have the necessary skills to proactively manage public perceptions about local governmental affairs. Discover what cities should be doing to communicate with their constituents in the 21st century, and the rules that elected officials must follow.

Moderator

Blanca Pacheco, Second Vice President and Mayor, Downey

Speakers

Brandon Castillo, Partner, Bicker, Castillo & Fairbanks

Traci Park, Partner, Burke, Williams & Sorensen, LLP



Inclusion

11:00 a.m.–12:30 p.m.

Diversity is a fact: Inclusion is a choice and often, an expectation. It is important to take a good, hard, long look at how we are doing business and truthfully examine how to do business better. As elected officials, it is incumbent upon us to ask and effectively answer two questions: "Who else needs to be included in our conversations?" and "How can we effectively engage them?" This session will give you a personal lens into conversations around diversity, equity, and inclusion, and will equip you with specific strategies for more inclusive business practices.

Moderator

John Minto, President, Mayors and Council Members Department, League of California Cities and Mayor, Santee

Speaker

Eric Bailey, Managing Partner, Extraordinary Balance

Conference Adjourns

12:30 p.m.



CITY COUNCIL AGENDA ITEM NO. 3.8

SECTION 3: CONSENT CALENDAR

Meeting Date: January 9, 2023
Subject: Consideration to Adopt Resolution No. 2023-01, Approving the 2022-2023 Subrecipient Agreement for Community Development Block Grant (CDBG) Entitlement Funds with Stanislaus County
Enclosure: Fiscal Year 2022-2023 Stanislaus Urban County Subrecipient Agreement
Presented By: Carla C. Jauregui, Community Development Director
Approved By: 
City Manager

Staff Recommendations:

1. Adopt Resolution No. 2023-01, Approving the 2022-2023 Subrecipient Agreement for the Community Development Block Grant (CDBG) Entitlement Funds with Stanislaus County.
2. Authorize the Mayor to sign the Agreement.

Background and Overview:

The City of Hughson joined the Urban County Consortium in 2010 to be eligible for CDBG entitlement funds for City projects. On April 27, 2019, the Hughson City Council approved supporting the Fiscal Years 2020-2025 Consolidated Plan and the Fiscal Years 2020-2025 Analysis of Impediment to Fair Housing Choice. On April 11, 2022, the Hughson City Council approved the Fiscal Year 2022-2023 Community Development Block Grant Annual Action Plan. In supporting these plans, the City agreed to the rules and regulations required to receive CDBG entitlement funds. As a member of the Urban County, the City must sign the Subrecipient Allocation Agreement.

The Allocation Agreement specifies the share of CDBG entitlement funds the City of Hughson (and other participating cities within the County) will receive in Fiscal Year 2022-2023. The Urban County Consortium will receive a total of \$2,370,213 this year. The City of Hughson will receive \$171,103, and an additional \$16,403 in administrative services costs. The total amount of funding available to the City is \$187,506. Last fiscal year, the City received \$192,515.

The CDBG project for this fiscal year will build upon the work completed in the 2021-2022 year. Specifically, the completion of the public improvements (curb, gutter, sidewalk) on Walker Lane between 2nd Street and Tully Road.

Fiscal Impact:

When the Walker Lane Project is brought back to the City Council for approval, a budget adjustment will be made, and staff will seek reimbursement from the CDBG program as necessary during the development of the Walker Lane Street Improvement Project.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2023-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF STANISLAUS
AND THE CITY OF HUGHSON FOR FISCAL YEAR 2022-2023 AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, the Stanislaus County Community Development Block Grant (CDBG) Program Consortium, which includes the cities of Ceres, Hughson, Newman, Oakdale, Patterson and Waterford and unincorporated areas of Stanislaus County, has been granted a total allocation of \$2,370,213 in CDBG funds; and

WHEREAS, the City of Hughson chooses to participate in the entitlement process thereby being eligible to receive a portion of the CDBG entitlement grant to Stanislaus County and participating jurisdictions; and

WHEREAS, the City of Hughson's total allocation of CDBG funds is \$187,506 for Fiscal Year 2022-2023; and

WHEREAS, on April 11, 2022, the Hughson City Council approved the Stanislaus County Annual Action Plan, which outlines activities eligible under federal Department of Housing and Development (HUD) guidelines.

NOW, THEREFORE, BE IT RESOLVED that the Hughson City Council does hereby approve the CDBG Subrecipient Agreement (Agreement) between Stanislaus County and the City of Hughson for Fiscal Year 2022-2023 attached hereto as Attachment A and authorizes the Mayor to execute the Agreement.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 9th day of January 2023, by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

»
»
»

ATTEST:

ASHTON GOSE, City Clerk

**STANISLAUS URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ALLOCATION
AGREEMENT**

This Subrecipient Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank and Waterford (the "City" individually or "Cities" collectively) on July 1, 2022.

WITNESSETH

WHEREAS, County of Stanislaus applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2022-2023 (July 1, 2022 to June 30, 2023) in the amount \$2,370,213 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. **2022-0269** approved on May 24, 2022 (Agenda Item #7.3), County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Block Grant Program; and

WHEREAS, COUNTY and CITIES desire to enter into this allocation Agreement for the purpose of designating each Urban County member City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by the County as an "Urban County" be shared proportionally, as determined by poverty and population formula, among the parties;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. FUNDING PROVISIONS

1.1. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	Activity Funding
Stanislaus County	\$ 351,067
Ceres	\$ 227,745
Hughson	\$ 171,103
Newman	\$ 157,558
Oakdale	\$ 177,022
Patterson	\$ 190,080
Riverbank	\$ 152,834
Waterford	\$ 231,739
TOTAL	\$ 1,659,148

1.2. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2022-2023 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

- (1) An amount not to exceed \$474,040 of the available administrative funds shall allocated to the County and each City as follows:

Jurisdiction	Administration Funding
Stanislaus County	\$ 334,219
Ceres	\$ 16,403
Hughson	\$ 16,403
Newman	\$ 16,403
Oakdale	\$ 16,403
Patterson	\$ 16,403
Riverbank	\$ 16,403
Waterford	\$ 16,403
TOTAL	\$ 449,040

- (2) An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).
- 1.3. An amount not to exceed ten percent of the total Fiscal Year 2022-2023 CDBG entitlement funds, \$237,025 shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.
- 1.4. Upon notification of a City's intent to apply for grants available to Urban Counties under applicable law, the County, as lead agency, shall apply for such grants on behalf of that City.
- 1.5. Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan.
- 1.6. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2022-2023 Stanislaus Urban County Annual Action Plan.
- 1.7. Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. (formerly OMB A-133) regarding standards for obtaining consistency and uniformity among federal agencies for the audit of states, local governments expending federal awards.
- 1.8. Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.
- 1.9. If the Cities have any unspent CDBG administration funds by June 30, 2023 those funds will be made available to the corresponding City for approved project activities (not including administration) in the next Fiscal Year.

2. SCOPE OF WORK

- 2.1. **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2022-2023 Stanislaus Urban County Annual Action Plan, as certified by HUD.
- 2.2. **Term.** This Agreement shall be in effect until June 30, 2023, or until all Fiscal Year 2022-2023 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

3. COMPENSATION

3.1. **Allocation Amount.** City shall be paid through reimbursements the total compensation amount as indicated in sections 1.1 and 1.2 above for CDBG activities and administrative activities respectively.

3.2. **Funding Drawdowns.** All requests for grant fund drawdowns shall be requested as needed throughout the fiscal year by the City. A final drawdown is due by July 6, 2023. Additional drawdowns may be required and shall be provided as requested by the County.

3.3. **Certification of Expenses.** In every case, draws will be dispersed to City subject to receipt of a Request for Funds “RFF” specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with original authorized signatures; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

3.4. **Authorized Personnel.** Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

3.5. **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

4. USE OF FUNDS

4.1. **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

4.2. **Compliance with Local Code.** City agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

4.3. **Ineligible Uses of Funds.** In the event that City is found to have expended grant funds for ineligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 “Cost Principles for State, Local, and Indian Tribal Governments”), such funds shall be returned to the County.

4.4. **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose.

4.5. **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in section 14 below. City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

4.6. **Reversion of Assets.** Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City’s control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 4.1. of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

5. PROGRAM ACTIVITY ELIGIBILITY

5.1. **General Eligibility.** Eligibility of program activities shall be evaluated and documented by City prior to identifying in Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208. Eligibility of program activities, including an evaluation for consistency with an Urban County approved and HUD certified Annual Action Plan, shall be conducted prior to any release of funds by the County.

5.2. **Income Standards.** City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method of income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

5.3. **Eligible Urban County Areas.** Program beneficiaries must reside within the income eligible Urban County areas as defined by HUD and Stanislaus County. These areas include the CDBG eligible Census Block Groups within the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Waterford, and the unincorporated areas of Stanislaus County.

5.4. **Environmental Review Record.** City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be

sent to the County for County's review, approval, and formal signature as the Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure. Any CDBG funding used to cover costs associated with the environmental review record shall be an administrative cost. No activity funds shall be utilized or encumbered until County approval of the environmental record has occurred.

6. DATA COLLECTION, REPORTING AND MAINTENANCE OF RECORDS

6.1. **Documentation.** Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented.

6.2. **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

6.3. **HUD Sponsored Research.** Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

6.4. **DUNS Number Requirement.** City shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

6.5. **Data Required.** City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

6.6. **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

6.7. **Privacy Procedures.** City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

6.8. **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2022-2023 and previous fiscal years. City agrees to provide additional audits upon request.

7. UNIFORM ADMINISTRATIVE REQUIREMENTS

7.1. **General Uniform Administrative Requirements.** City shall comply with 24 CFR 570.502-Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 – Considerations for Selected Items of Cost (formerly OMB Circular No. A-87, “Cost State, Local, and Indian Tribal Governments”).

7.2. **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

7.3. **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

8. HOLD HARMLESS AND INDEMNITY AGREEMENT

8.1. **General Indemnification.** City shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend, and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to claims arising from the City’s breach or this Agreement or claims arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

8.2. **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all such liabilities for debts and obligations. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement.

9. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

9.1. Compliance with Fair Housing and Civil Rights Laws.

(1) During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under

this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

(2) City shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

(3) City shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the City's delivery of services.

(4) City agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable federal, state and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code section 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section B of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

(5) City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(6) City will, in all solicitations or advertisements for employees placed by or on behalf of City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(7) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then City must establish additional procedures that will ensure that such persons are made aware of the services.

9.2. Equal Participation of Religious Organizations. Under CDBG, religious Organizations retain their independence from federal, state, and local governments, and may continue to carry out their mission, including the definition, practice, and expression of their religious beliefs, provided that they do not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

9.3. **HUD Section 3 Compliance.** City agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

9.4. **Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968.** City shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which ensures that all federally funded facilities be designed, constructed, or altered to ensure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

9.5. **Labor Standards and Davis-Bacon and Related Act Requirements.** City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

9.6. **Displacement, Relocation, Acquisition and Replacement of Housing.** Consistent with 24 CFR 570.606 and the Stanislaus Urban County's Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of project activities.

9.7. **Eligibility Restrictions.** City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

10. CONSTRUCTION CONTRACTS

10.1. **Contract Provisions.** City and the County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement:

(1) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(2) **Davis-Bacon Act.** All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148). Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD.

(3) **Copeland "Anti-Kickback" Act.** All construction contracts shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD.

(4) **Contract Work Hours and Safety Standards.** Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a

rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40-hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

(5) **Byrd Anti-Lobbying Amendment.** Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.2. **Debarment and Suspension.** No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

11. CONFLICTS OF INTEREST

11.1. **Hatch Act Incorporated.** Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

11.2. **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11.3. **Lobbying and Disclosure Requirements.** City certifies that no state or federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.4. **Campaign Contribution Disclosure.** City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

12. DRUG-FREE WORKPLACE

12.1. **Drug-free Workplace.** City will maintain a drug free workplace and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

13. ENVIRONMENTAL LAW COMPLIANCE

13.1. **Lead Poisoning Prevention Act.** City agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

13.2. **Clean Air Act and Federal Water Pollution Control Act.** Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13.3 **National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) Compliance.** Organization shall comply with all applicable standards, orders or regulations issued pursuant to NEPA (42 U.S.C. 4321 et seq.) and/or CEQA (Cal. Pub. Res. Code § 21000 et seq.).

14. TERMINATION OF SERVICES AND REVERSION OF ASSETS

14.1. **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of work under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to City by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

14.2. **Insolvency.** If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

15. GENERAL TERMS AND CONDITIONS

15.1. **Other program requirements.** City agrees to carry out each activity in compliance with all federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

15.2. **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

15.3. **Amendment.** The County's Director of Planning and Community Development may amend, revise or supplement the Agreement by Administrative Amendment in order to maintain compliance with applicable laws and regulations upon written notice to the other parties. The Administrative Amendment

shall be effective upon execution by the County's Director of Planning and Community Development and delivery to all parties. Amendments which modify the substantive terms of the Agreement shall be approved by the County's Director of Planning and Community Development and the City Manager of each of the Cities or his/her designee.

15.4. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

15.5. Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

15.6. Integration. This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 15.3. or 15.4.

15.7. Notice. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which City or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Deputy Director of Community Development
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To City: See Attachment 1 – Stanislaus Urban County Notice Information

15.8. Governing Law and Venue. This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

15.9. Authorization. City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

15.10. Certification Regarding Economic Sanctions Pursuant To California State Executive Order N-6-22

(a) City and its subrecipients shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of

business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

(b) County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

(c) For contracts valued at \$5 million or more, City and its subrecipients shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.


15.11 Debarment. City and its subrecipients shall represent and warrant, to the best of their knowledge and belief, that neither the City, its subrecipients nor any of their Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's Excluded Parties List System. City and its subrecipients shall provide immediate written notice to the County if, at any time City and its subrecipients learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that City and its subrecipients knowingly made a false representation, in addition to other remedies available to County, County may terminate this Agreement.

15.12. Counterparts. This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.


{Signatures begin on the following page.}

COUNTY OF STANISLAUS:

By 
Jody Hayes
Chief Executive Officer

12/20/22
Dated

APPROVED AS TO CONTENT:
Angela Freitas, Director
Planning and Community Development Department

By 
Angela Freitas
Director

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By 
Robert J. Taro
Assistant County Counsel

CITY OF CERES:

By _____ Dated _____
Javier Lopez
Mayor

ATTEST:

By _____
Fallon Martin
Deputy City Clerk

APPROVED AS TO CONTENT:

By _____
Nubia Goldstein
City Manager

APPROVED AS TO FORM:

By _____
Tom Hallinan
City Attorney

CITY OF HUGHSON:

By _____
George Carr
Mayor

Dated

ATTEST:

By _____
Ashton Gose
City Clerk

APPROVED AS TO CONTENT:

By _____
Merry Mayhew
City Manager

APPROVED AS TO FORM:

By _____
Eric J. Nims
City Attorney

CITY OF NEWMAN:

By _____ Dated _____
Casey Graham
Mayor

ATTEST:

By _____
Mike Maier
City Clerk

APPROVED AS TO CONTENT:

By _____
Michael E. Holland
City Manager

APPROVED AS TO FORM:

By _____
Nubia Goldstein
City Attorney

CITY OF OAKDALE:

By _____
Cherilyn Bairos
Mayor

_____ Dated

ATTEST:

By _____
Rouze Roberts
City Clerk

APPROVED AS TO CONTENT:

By _____
Bryan Whitemyer
City Manager

APPROVED AS TO FORM:

By _____
Tom Hallinan
City Attorney

CITY OF PATTERSON:

By _____
Dennis McCord
Mayor

_____ Dated

ATTEST:

By _____
Aracely Alegre
City Clerk

APPROVED AS TO CONTENT:

By _____
Ken Irwin
City Manager

APPROVED AS TO FORM:

By _____
Tom Hallinan
City Attorney

CITY OF RIVERBANK:

By _____
Richard D. O'Brien
Mayor

_____ Dated

ATTEST:

By _____
Gabriela Hernandez
City Clerk

APPROVED AS TO CONTENT:

By _____

Marisela H. Garcia
City Manager

APPROVED AS TO FORM:

By _____
Tom Hallinan
City Attorney

CITY OF WATERFORD:

By _____ Dated _____
Charlie Goeken
Mayor

ATTEST:

By _____
Patricia Krause
City Clerk

APPROVED AS TO CONTENT:

By _____
Michael G. Pitcock
City Manager

APPROVED AS TO FORM:

By _____
Corbett Browning
City Attorney

Attachment 1
Stanislaus Urban County Notice Information

City of Ceres
Department of Planning and Building
2720 Second Street
Ceres, CA 95307

City of Hughson
Department of Community Development
P.O. Box 9
Hughson, CA 95326

City of Newman
Department of Community Development
P.O. Box 787
Newman, CA 95360

City of Oakdale
Department of Community Development
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson
Department of Community Development
P.O. Box 667
Patterson, CA 95363

City of Riverbank
Department of Economic Development and Housing
6707 3rd Street
Riverbank, CA 95367

City of Waterford
City Manager's Office
P.O. Box 199
Waterford, CA 95386



CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: January 9, 2023
Subject: Adopt Resolution No. 2023-02, Ratifying the Expenditure of Fixed Assets Funds for the Emergency Rebuild of the Well 3 Motor
Presented By: Jaime Velazquez, Utilities Superintendent
Approved By: Merry Mayhew
City Manager

Staff Recommendation:

Adopt Resolution No. 2023-02, ratifying the emergency expenditure of Water Fixed Asset Replacement Fund No. 255 to rebuild the Well 3 motor.

Background and Discussion:

On the afternoon of Wednesday, January 3, 2023, after noticing an error with the transfer of wells during a scheduled backwash, staff discovered that Well 3 was failing to stay online. Technical Electric assisted with troubleshooting the issue, and staff attempted to manually switch on Well 3 but noticed smoke emitting from the motor. Once the motor was dismantled, it became evident that the motor needed to be rebuilt, and the motor was taken to Andrews Electric for repair.

Well 3 has been in operation for over 20 years and is the backup well for Hughson's primary water well, Well 8. While Well 8 is performing a one-hour backwash maintenance, it is vital for Well 3 to operate. When Well 3 is down, the City has only one other well in operation, and should that well (Well 4) fail, the City would be left without adequate water supply while Well 8 performs the backwash maintenance. Based on this concern, staff determined that it was necessary to perform this emergency repair to Well 3, prior to requesting authorization for the expenditure of funds.

Andrews Electric estimated the repair could range between \$4,000 and \$8,000 for the rewind and rebuild. In addition, the cost for Technical Electric to perform the electrical work to disconnect and install is estimated at \$2,500. Staff has yet to receive an exact cost for the repair at the time of writing this report and it can vary due to what is found while they work on the rebuild. Purchasing a new motor is

estimated to cost over \$15,000; the rebuild is a more economically sound option. Staff is requesting authorization for the repairs to the Well 3 motor at this time on an emergency basis, should the exact cost be received prior to the meeting, staff will have the figures and will present them at that time.

The vendor has stated that the motor rebuild should be completed by this Wednesday, January 11, 2023.

Fiscal Impact:

Funds for this project are available through the Water Fixed Asset Replacement Fund No. 255. Currently, Fund 255 is in the negative due to the Well 7 Replacement Project and reimbursement pending from the State that is in excess of \$3 million dollars. When the reimbursement is received, the Water Fixed Asset Replacement Fund will be in the positive and have the needed funds to cover fixed asset replacements. If approved, City staff will make a budget adjustment for Fiscal Year 2022-2023 in the amount of the actual costs to rebuild the Well 3 motor.

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2023-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON RATIFYING
THE EXPENDITURE OF FIXED ASSETS FUNDS FOR THE EMERGENCY REBUILD OF
THE WELL 3 MOTOR**

WHEREAS, on Wednesday, January 3, 2023, staff discovered that Well 3 was failing, and after troubleshooting the issue staff noticed smoke emitting from the motor; and

WHEREAS, once the motor was dismantled it became evident that the motor needed to be rebuilt; and

WHEREAS, Well 3 has been in operation for over 20 years and is the backup well for Hughson's primary water well, Well 8; and

WHEREAS, when Well 3 is down, the City has only one other well in operation when Well 8 is performing a one-hour backwash maintenance, and should that well (Well 4) fail, the City would be left without adequate water supply while Well 8 performs the backwash maintenance; and

WHEREAS, due to this urgency staff is requesting ratification of the emergency repairs to the Well 3 motor without having the exact cost of the repairs; and

WHEREAS, Andrews Electric estimated the repair could range between \$4,000 and \$8,000 for the rewind and rebuild of the motor. In addition, the cost for Technical Electric to perform the electrical work to disconnect and install the motor is estimated at \$2,500; and

WHEREAS, funds for this project are available through the Water Fixed Asset Replacement Fund No. 255.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby authorize the emergency repairs to the Well 3 motor and authorize the budget adjustment for Fiscal Year 2022-2023 to the Fixed Asset Replacement Fund No. 255 in the amount of the actual costs to rebuild the Well 3 motor.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 9th day of January 2023 by the following roll call vote:

»
»
»
»

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, City Clerk