

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

AGENDA MONDAY, MAY 23, 2022 – 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.

Interactively, via WebEx Videoconference, by accessing this link:

https://cityofhughson.my.webex.com/cityofhughson.my/j.php?MTID=mc893c231078e8 5b2fd92c4f517413e95

Meeting Number: 2555 863 1631 Password: mjXpzwyw373

(65979999 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 Harold Hill

Councilmember Ramon Bawanan Councilmember Samuel Rush Councilmember Michael Buck

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: NONE.

3. CONSENT CALENDAR:

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

- **3.1:** Approve the Minutes of the Regular Meeting of May 9, 2022.
- **3.2:** Approve the Warrants Register.
- **3.3:** Approval of the Treasurer's Report for February 2022.
- **3.4:** Approve a Month-to-Month Non-Potable Water Agreement with Hughson Unified School District and Authorization for the City Manager to Execute the Agreement.

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

5.1: A. Adopt Resolution No. 2022-16, Establishing an Inflatable Amusement Device Policy.

B. Introduce and Waive the First Reading of <u>Ordinance No. 2022-01</u>, Amending Section 12.24.020 and Section 12.24.150 of the Hughson Municipal Code Concerning Prohibited Acts Within Public Parks.

6. NEW BUSINESS:

- **6.1:** Discussion of Options to Minimize Damage from Foul Balls at Lebright Fields and Approval for Staff to Obtain Project Costs and Bring Back to Council for Final Project Approval.
- 7. CORRESPONDENCE: NONE.
- 8. COMMENTS:
 - **8.1:** Staff Reports and Comments: (Information Only No Action)

City Manager:

Deputy City Clerk:

Community Development Director:

Director of Finance and Administrative Services:

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:

May 24	 Coffee with a Pinch of Art Gallery, Hughson Family Resource Center 4:30-6:00 PM
May 30	Memorial Day – City Hall Closed
May 30	 Laying of the Wreath Veterans Memorial, Deputy Dennis Wallace Soccer Fields, 8:00 AM

June 1	 City/Fire 2+2 Committee Meeting, Hughson Fire Department, 5:30 PM
June 13	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 at 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 Deputy City Clerk at (209) 883-4054.

AFFIDAVIT OF POSTING

DATE:May 20, 2022TIME:2:00 PMNAME:Ashton GoseTITLE:Deputy City Clerk



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

Meeting Date: May 23, 2022

Subject: Approval of the City Council Minutes

Presented By: Ashton Gose, Deputy City Clerk

Approved By: \(\(\left\) \(\left\) \

City Manager

Staff Recommendation:

Approve the Minutes of the Regular Meeting of May 9, 2022.

Background and Overview:

The draft minutes of the meeting on May 9, 2022 are prepared for the Council's review.



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

MINUTES MONDAY, MAY 9, 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, Deputy City Clerk Daniel Schroeder, City Attorney

Anna Nicholas, Director of Finance and Admin Services

Rachel Wyse, Community Development Director

Sarah Chavarin, Accounting Manager

Fidel Landeros, Chief of Police

Jose Vasquez, Public Works Superintendent Jaime Velazquez, Utilities Superintendent

Eduardo Ruiz, Maintenance Worker Bryan Cummings, Sheriff's Deputy Sanjay Prasad, Sheriff's Deputy Joaquin Flores, Sheriff's Deputy

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

NONE.

2. PRESENTATIONS:

2.1: Certificate of Appreciation to Carlene Valente.

Mayor Carr presented a certificate of appreciation to Carlene Valente for her volunteer work throughout the City.

2.2: Certificate of Appreciation to John DeBoard.

Mayor Carr presented a certificate of appreciation to John DeBoard for the volunteer gopher maintenance he does for City parks.

2.3: Proclaim May 15-21, 2022, as National Public Works Week.

Mayor Carr proclaimed May 15-21, 2022 as National Public Works Week.

2.4: Proclaim May 15-21, 2022, as National Police Week.

Mayor Carr proclaimed May 15-21, 2022 as National Police Week.

3. CONSENT CALENDAR:

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

- **3.1:** Approve the Minutes of the Regular Meeting of April 11, 2022.
- **3.3:** Approve Mayor George Carr's Attendance at the Mayor's Conference In Reco Nevada, June 2-6, 2022, and Reimburse Costs Associated with Attending the Conference.
- **3.4:** Approve the Treasurer's Report for January 2022.
- **3.5:** Approve the Treasurer's Quarterly Investment Portfolio for December 2021.

Councilmember Bawanan pulled consent calendar item 3.2 for special consideration.

HILL/BUCK 5-0-0-0 motion passes to approve the consent calendar excluding consent calendar item 3.2, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

3.2: Approve the Warrants Register.

BAWANAN/BUCK 5-0-0-0 motion passes to approve the consent calendar item 3.2, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

- 4. <u>UNFINISHED BUSINESS:</u> NONE.
- 5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.
- 6. <u>NEW BUSINESS:</u>
 - **6.1:** Approval to Adopt, or Amend as Council Directs, and Adopt an Administrative Policy Authorizing the City Manager to Approve Car Allowance for Department Head Positions.

City Manager Mayhew presented the staff report on this item.

Mayor Carr opened public comment at 6:32PM. There was no public comment. Mayor Carr closed public comment at 6:32PM.

BAWANAN/CARR 5-0-0-0 motion passes to bring back this item with additional information and forecasting to the August 8, 2022 regular City Council meeting, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

6.2: Approval to Adopt, or Amend as Council Directs, and Adopt, an Administrative Policy Authorizing the City Manager to Approve a Cell Phone Stipend for City Employees who Utilize Personal Cell Phones for Work.

City Manager Mayhew presented the staff report on this item.

Mayor Carr opened public comment at 7:00PM.

Hughson resident Julie Strain commented on the item.

Mayor Carr closed public comment at 7:00PM.

CARR/HILL 4-1-0-0 motion passes to approve to adopt, or amend as Council directs, and adopt, an administrative policy authorizing the City Manager

to approve a cell phone stipend for City employees who utilize personal cell phones for work, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	NO

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager:

City Manager Mayhew commented on the attendance at a household hazardous waste collection and mobile shredding event on May 7, 2022.

Community Development Director:

Director Wyse provided an update on several housing projects within the City. She informed the Council the Tully Road Sewer Project Bid Opening took place on April 27, 2022.

Director of Finance and Administrative Services:

Director Nicholas provided information regarding a Low-Income Household Water Assistance Program Grant. She also informed the City Council that the City has soft launched a new Utility Billing Credit Card Payment Program.

Police Services:

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

City Attorney:

Attorney Schroeder attended the League of California Cities City Attorneys Spring Conference May 4-6, 2022.

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

Councilmember Bawanan attended the Hughson Fruit and Nut Festival on April 30, 2022 and May 1, 2022. He attended the Hughson Unified School District State of the District on April 28, 2022. He attended a Hughson Ministerial Association breakfast on May 6, 2022. He attended a Joint City/School/Fire 2+2 Committee meeting on May 9, 2022. He thanked the Chamber of Commerce staff and Hughson Police Services for their work at the Hughson Fruit and Nut Festival.

Councilmember Rush thanked Hughson Police Services for their work at the Fruit and Nut Festival. He recognized Public Work staff for the work done to beautify Hughson's downtown.

Councilmember Buck attended the Hughson Unified School District State of the District on April 28, 2022. He attended the Hughson Fruit and Nut Festival on April 30, 2022 and May 1, 2022. He attended the Hughson Volunteer Fire District's Annual BBQ Dinner on May 7, 2022. He attended a Joint City/School/Fire 2+2 Committee meeting on May 9, 2022.

Mayor Pro Tem Hill attended Duarte Nursery's Friends Day on May 6, 2022. He attended a Joint City/School/Fire 2+2 Committee meeting on May 9, 2022. He announced that he will not be running for office in the 2022 General Election.

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

Mayor Carr attended the Hughson Fruit and Nut Festival on April 30, 2022 and May 1, 2022. He attended the Hughson Volunteer Fire District's Annual BBQ Dinner, and a household hazardous waste collection and mobile shredding event on May 7, 2022. He attended a Joint City/School/Fire 2+2 Committee meeting on May 9, 2022. He announced a memorial day event will be held at the Deputy Dennis Wallace Soccer Fields on May 30, 2022.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

ADJOURNMENT:

HILL/BUCK 5-0-0-0 motion passes to adjourn the regular meeting of May 9, 2022, at 7:25 PM with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

	APPROVED:
	GEORGE CARR, Mayor
ATTEST:	
ASHTON GOSE, Deputy City Clerk	



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

Meeting Date: May 23, 2022

Subject: Approval of Warrants Register

Enclosure: Warrants Register

Presented By: Anna Nicholas, Director of Finance

Approved By: // lrry / lay kew

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 May 3, 2022, through May 17, 2022.

Fiscal Impact:

There are reductions in various funds for payment of expenses.





Hughson

Date Range: 05/03/2022 - 05/17/2022

CIFOR								
Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Am	ount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	n	Discount Amount	Paya	able Amount	
Bank Code: Payable Ba	=							
01420	CALIFORNIA STATE DISBUR		05/03/2022	Regular		0.00	224.12	55249
INV0007033	Invoice	04/29/2022	INCOME WITHHOLI	DING FOR CHILD SUPPORT	0.00		224.12	
00005	A&A PORTABLES, INC		05/09/2022	Regular		0.00	80.78	55250
114-13060347	Invoice	04/30/2022	Well 7 Fence Renta	1	0.00		80.78	
04745			05/00/2022			0.00	2 000 00	55054
01715	Advanced GEO Inc	05/05/2022	05/09/2022 Abestos and Lead-E	Regular	0.00	0.00	2,800.00 2,800.00	55251
<u>32828</u>	Invoice	05/05/2022	Abestos and Lead-E	baseu Pailit Survey	0.00		2,800.00	
01597	Anna Nicholas		05/09/2022	Regular		0.00	284.52	55252
INV0007052	Invoice	04/26/2022	Admin Professional	s Day Lunch - All Staff	0.00		277.41	
INV0007054	Invoice	05/03/2022	Postage for Records	s Subpoena	0.00		7.11	
00463	EXPRESS PERSONNEL SERV	ICE	05/09/2022	Regular		0.00	1,532.92	55253
27042034	Invoice	04/13/2022	Extra Help- PW		0.00		529.72	
27069944	Invoice	04/20/2022	Extra Help- PW		0.00		1,003.20	
00464	EZ NETWORK SOLUTIONS	0= (00 (000	05/09/2022	Regular		0.00	5,463.91	55254
<u>41179</u>	Invoice	05/03/2022	IT SERVICES Service		0.00		208.63	
41204 TS41272	Invoice	04/29/2022	IT SERVICES - March	1	0.00		850.00	
<u>TS41272</u>	Invoice	05/01/2022	11 SERVICES - IVIAY		0.00		4,405.28	
00528	GILTON SOLID WASTE MAN	IAGE	05/09/2022	Regular		0.00	1,895.07	55255
HUGHSS-069	Invoice	04/29/2022	STREET SWEEPING	- APRIL	0.00		1,895.07	
00546	GRANITE TELECOMMUNICA	ATION	05/09/2022	Regular		0.00	1,394.32	55256
561180892	Invoice	05/01/2022	PHONES	педини	0.00	0.00	1,394.32	33230
							_,	
01564	Guitron, Vanessa		05/09/2022	Regular		0.00	200.00	55257
INV0007055	Invoice	04/23/2022	Starn Park Rental D	eposit Guitron	0.00		200.00	
01459	Merry Mayhew		05/09/2022	Regular		0.00	47.09	55258
INV0007053	Invoice	04/30/2022	Candy for City boo	th @ Fruit & Nut Festival	0.00		47.09	
00775	MAICCION LINUEODMA CEDVIC	_	05/00/2022	Danielan		0.00	1.025.00	55350
00775	MISSION UNIFORM SERVIC	04/04/2022	05/09/2022	Regular	0.00	0.00	1,025.99 64.24	55259
<u>516774253</u> <u>516774254</u>	Invoice Invoice	04/04/2022	Uniforms (Blanket F Uniforms (Blanket F		0.00		135.80	
<u>516774254</u> <u>516774255</u>	Invoice	04/04/2022	Uniforms (Blanket F	•	0.00		59.10	
<u>516785705</u>	Invoice	04/11/2022	Uniforms (Blanket F	•	0.00		86.58	
516817072	Invoice	04/11/2022	Uniforms (Blanket F	•	0.00		64.24	
516817073	Invoice	04/11/2022	Uniforms (Blanket F	20)	0.00		74.10	
<u>516817074</u>	Invoice	04/11/2022	Uniforms (Blanket F	20)	0.00		59.10	
516853968	Invoice	04/11/2022	Uniforms (Blanket F	PO)	0.00		35.50	
<u>516859585</u>	Invoice	04/18/2022	Uniforms (Blanket F	20)	0.00		66.24	
516859586	Invoice	04/18/2022	Uniforms (Blanket F	PO)	0.00		81.05	
516859587	Invoice	04/18/2022	Uniforms (Blanket F		0.00		61.10	
516896927	Invoice	04/18/2022	Uniforms (Blanket F		0.00		35.50	
<u>516902763</u>	Invoice	04/25/2022	Uniforms (Blanket F	•	0.00		66.24	
<u>516902764</u>	Invoice	05/05/2022	Uniforms (Blanket F	•	0.00		76.10	
<u>516902766</u>	Invoice	04/25/2022	Uniforms (Blanket F	-0)	0.00		61.10	
00879	PG & E		05/09/2022	Regular		0.00	85.77	55260
INV0007051	Invoice	04/26/2022	UTILITIES		0.00		85.77	
00941	REGIONAL GOVERNMENT S	SERVICES	05/09/2022	Regular		0.00	250.00	55261
INV0007073	Invoice	05/05/2022		une 2022 Webinar Series	0.00	0.00	250.00	JJ201
11440007073		33, 33, 2022	7.5.11.5.11.505.	and LOLL Webling Scries	0.00		250.00	

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Check Report Date Range: 05/03/2022 - 05/17/2022

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Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Am	ount Payment	Amount	Number
Payable #	Payable Type	Post Date	Payable Description	n	Discount Amount	Payable Amou	nt	
01599	SMILE BUSINESS PRODUCTS,	, INC	05/09/2022	Regular		0.00	129.29	55262
1033530	Invoice	04/25/2022	COPIES		0.00	129.	29	
04733	G Al .		05/00/2022	5 1		0.00	200.00	FF262
01733	Sury Almonte	0.4/20/2022	05/09/2022	Regular	0.00	0.00	200.00	55263
INV0007057	Invoice	04/30/2022	Starn Park Rental A	imonte	0.00	200.	J0	
01192	VISION SERVICE PLAN		05/09/2022	Regular		0.00	514.46	55264
814958853	Invoice	04/19/2022	MEDICAL INSURAN	•	0.00	514.		
		- , -, -		,				
01732	Viviana Y Angulo		05/09/2022	Regular		0.00	100.00	55265
INV0007056	Invoice	05/01/2022	Starn Park Rental D	eposit Angulo	0.00	100.	00	
01206	WARDEN'S OFFICE		05/09/2022	Regular		0.00	355.32	55266
<u>2076254-0</u>	Invoice	04/20/2022	MISC OFFICE SUPPL	•	0.00	142.		33200
2077148-0	Invoice	05/04/2022	MISC OFFICE SUPPL		0.00	233.		
<u>C2076254-0</u>	Credit Memo	04/21/2022	MISC OFFICE SUPPL		0.00	-20.		
<u> </u>	or care memo	0.,21,2012			0.00	20.	.,	
01597	Anna Nicholas		05/16/2022	Regular		0.00	49.85	55269
INV0007102	Invoice	04/30/2022	Water for Fruit & N	ut Festival	0.00	49.	35	
01204	DACKELOW ADDADATUS 6 V	ALVE 60	05 /46 /2022	Describer		0.00	45.20	FF270
01384	BACKFLOW APPARATUS & V		05/16/2022	Regular	0.00	0.00		55270
<u>153219</u>	Invoice	05/12/2022	backflow parts (star	n park)	0.00	45.	28	
00109	BADGER METER, INC		05/16/2022	Regular		0.00	1,877.04	55271
<u>1501814</u>	Invoice	05/12/2022	meter body 1"		0.00	11,877.	04	
00123	BAY ALARM CO		05/16/2022	Regular		0.00	199.50	55272
2256342220415M	Invoice	05/12/2022	service		0.00	199.	50	
01585	Bay City Equipment Industrie	es Inc	05/16/2022	Regular		0.00	7,962.96	55273
W257499	Invoice	05/12/2022	Storage Tank servic	=	0.00	2,231.	-	33273
W257564	Invoice	05/12/2022	Genset service wwt		0.00	4,048.		
W257565	Invoice	05/12/2022	WELL 4 genset servi	•	0.00	1,683.		
						_,		
00258	CENTRAL SANITARY SUPPLY		05/16/2022	Regular		0.00	2,779.59	55274
<u>1240853</u>	Invoice	05/12/2022	sanitary supplies fo	r all facilities	0.00	2,779.	59	
00288	CHOICE LIGHTING SUPPLY		05/16/2022	Regular		0.00	1,187.70	55275
334548	Invoice	05/12/2022	street light supplies	=	0.00	1,187.	•	33273
334340	IIIVOICE	03/12/2022	street light supplies		0.00	1,107.	70	
00310	CLARK'S PEST CONTROL		05/16/2022	Regular		0.00	67.00	55276
30554327	Invoice	05/11/2022	PEST CONTROL		0.00	67.	00	
			0=1+51000	- 1				
01570	CSG Consultants	04 /4 4 /2 022	05/16/2022	Regular	0.00	0.00	9,990.00	552//
<u>41295</u>	Invoice	01/14/2022	Contract Services P		0.00	4,455.		
<u>42968</u>	Invoice	04/08/2022	Contract Services Pl	anning/Building	0.00	5,535.	JU	
00463	EXPRESS PERSONNEL SERVICE	CE	05/16/2022	Regular		0.00	1,003.20	55278
27105873	Invoice	04/27/2022	Extra Help- PW	_	0.00	1,003.	20	
01602	Foster Bros. Security System		05/16/2022	Regular		0.00	420.00	55279
<u>i2467</u>	Invoice	05/12/2022	city hall door repair		0.00	420.	00	
00498	FRANTZ WHOLESALE NURSE	RY	05/16/2022	Regular		0.00	880.26	55280
606520	Invoice	05/12/2022	trees for water stor	=	0.00	880.		
				-0				
00527	GIBBS MAINTENANCE CO		05/16/2022	Regular		0.00	760.00	55281
10829	Invoice	04/30/2022	JANITOR SERVICES -	- April	0.00	760.	00	
00614	HUGHSON FARM SUPPLY		05/16/2022	Regular		0.00	1 701 77	55202
00614 H413920	Invoice	05/10/2022	05/16/2022 trash cans for Lebri	Regular	0.00	265.	1,791.77	J3404
H414299	Invoice	04/04/2022	Blanket PO (hughso	-	0.00	205. 194.		
H414530	Invoice	04/04/2022	Part and Supply Bla		0.00	188.		
H414550 H414552	Credit Memo	04/06/2022	MISC SUPPLIES FOR		0.00	-31.		
H414554	Invoice	04/06/2022	Part and Supply Bla		0.00	-31		
H415627	Invoice	04/06/2022	Part and Supply Bla		0.00	112.		
11413027	HIVOICE	0-1/ 1-1/ 2022	i art and Supply Did	IIICC F O	0.00	112.	.,	

5/17/2022 4:28:46 PM Page 2 of 5

Check Report						Date Range: 05/03/20	022 - 05/17/20
Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Am	nount Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
H415630	Invoice	05/10/2022	equipment repairs		0.00	442.71	
H415746	Invoice	04/15/2022	Blanket PO (hughso	= :	0.00	9.25	
H415936	Invoice	04/18/2022	Part and Supply Bla		0.00	41.40	
H415956	Invoice	04/18/2022	Part and Supply Bla		0.00	2.27	
H416514	Invoice	04/22/2022	Part and Supply Bla		0.00	102.45	
H416518	Invoice	05/12/2022	compressor reel	TIMEET O	0.00	420.70	
H416520	Invoice	04/22/2022	Part and Supply Bla	nket PO	0.00	13.14	
H417087	Invoice	04/28/2022	Blanket PO (hughso		0.00	8.62	
<u>11417007</u>	IIIVOICC	04/20/2022	Didniket 10 (nagnise	лі татіп заррту)	0.00	0.02	
00627	HUGHSON NAPA AUTO & TI	RUCK	05/16/2022	Regular		0.00 1,105.91	55283
<u>335045</u>	Invoice	05/12/2022	Genset Batteries we	ell8	0.00	296.47	
<u>335818</u>	Invoice	04/11/2022	Blanket PO (napa)		0.00	12.61	
<u>336015</u>	Invoice	04/13/2022	Blanket PO (napa)		0.00	25.02	
336039	Invoice	04/13/2022	Blanket PO (napa)		0.00	249.85	
336204	Invoice	04/15/2022	Blanket PO (napa)		0.00	14.12	
336268	Credit Memo	04/18/2022	MISC SUPPLIES FOR	R VEHICLE REPAIRS	0.00	-14.12	
<u>336269</u>	Invoice	05/18/2022	Blanket PO (napa)		0.00	46.35	
336390,336524,3	Invoice	05/12/2022	battery for f350 uti	lity	0.00	259.74	
336509	Invoice	04/21/2022	Blanket PO (napa fl	eet)	0.00	81.52	
<u>336510</u>	Invoice	04/21/2022	Blanket PO (napa fl	eet)	0.00	1.19	
<u>336526</u>	Invoice	04/21/2022	Blanket PO (napa)		0.00	31.43	
<u>336627</u>	Invoice	04/22/2022	Blanket PO (napa)		0.00	19.49	
<u>336879</u>	Invoice	04/28/2022	Blanket PO (napa)		0.00	17.83	
336897	Invoice	04/28/2022	Blanket PO (napa)		0.00	4.09	
336967	Invoice	04/29/2022	Blanket PO (napa)		0.00	25.39	
337015	Invoice	04/29/2022	Blanket PO (napa)		0.00	12.86	
<u>337155</u>	Invoice	05/12/2022	Vehicle cleaning su	pplies	0.00	22.07	
01737	John Decker Decker Brother	s Construction	05/16/2022	Regular		0.00 346.98	55284
INV0007109	Invoice	05/12/2022	Double Payment fo	r Patio Cover	0.00	346.98	
01725	Managed Community College	District	05/16/2022	Decules		0.00 115.00	FF20F
01735	Merced Community College		05/16/2022	Regular	0.00		55285
10228384	Invoice	03/25/2022	Customer Service T	raining	0.00	115.00	
01618	Miguel Garcia		05/16/2022	Regular		0.00 200.00	55286
INV0007104	Invoice	05/07/2022	Starn Park Rental D	=	0.00	200.00	
		,-,-		.,			
00780	Modesto Battery Compnay	& Supplies, INC.	05/16/2022	Regular		0.00 1,571.15	55287
<u>235383</u>	Invoice	05/02/2022	well 3 batteries		0.00	1,571.15	
00700	MAGCC LEVA O LIADEZHEIMA	LLD	05/16/2022	Decules		0.00 (.500.00	FF200
00799	MOSS, LEVY & HARTZHEIM,		05/16/2022	Regular	0.00	0.00 6,598.00	55288
<u>12519</u>	Invoice	04/30/2022	Audit Fieldwork - Co	ompletion of FY end 6/30	0.00	6,598.00	
00855	OPERATING ENGINEERS LOC	CAL	05/16/2022	Regular		0.00 324.00	55289
INV0007103	Invoice	05/01/2022	LOCAL UNION DUES	•	0.00	324.00	
				•			
00889	PLATT		05/16/2022	Regular		0.00 1,077.49	55290
<u>Y506384</u>	Invoice	05/12/2022	led street lights		0.00	1,077.49	
00005	DD OLYGET & DDITGUARD CO	NGU	05 46 (2022	D 1		244620	55304
00906	PROVOST & PRITCHARD CO		05/16/2022	Regular		0.00 7,446.30	55291
<u>91886</u>	Invoice	04/28/2022	TCP Treatment Des	ign	0.00	7,446.30	
00914	QUICK N SAVE		05/16/2022	Regular		0.00 21.56	55292
1018718	Invoice	05/12/2022	propane for asphalt	=	0.00	21.56	33232
1010/10		03/12/2022	proparie for aspiran		0.00	22.50	
01493	Salonen Electrical Inc dba Te	echnical Electrical	05/16/2022	Regular		0.00 250.45	55293
<u>3488</u>	Invoice	05/12/2022	Well 6 Troubleshoo	t	0.00	250.45	
			0=1:-1				
01115	THE HOME DEPOT CRC	0=1+01===	05/16/2022	Regular			55294
69470000197277	Invoice	05/13/2022	weed puller and br		0.00	58.85	
<u>69470000197277.1</u>	Invoice	05/13/2022	Blanket PO (Home I	Depot)	0.00	319.95	
01176	USA BLUE BOOK		05/16/2022	Regular		0.00 2,167.30	55295
942643	Invoice	05/12/2022	probe meter	порини	0.00	1,703.13	JJ_JJ
<u>574045</u>	voice	00/ 12/ 2022	probe meter		0.00	1,703.13	

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Check Report

Date Range: 05/03/2022 - 05/17/2022 **Vendor Number Vendor Name Payment Date** Payment Type **Discount Amount Payment Amount Number**

Payable # Payable Type Post Date **Payable Description Discount Amount** Payable Amount 943191 Invoice 05/12/2022 service kit LMI 0.00 361.34 943568 Invoice 05/12/2022 Float switch 0.00 102.83

Bank Code Payable Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	100	45	0.00	77,200.65
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
_	100	45	0.00	77,200.65

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All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	100	45	0.00	77,200.65
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
	100	45	0.00	77.200.65

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	5/2022	77,200.65
			77,200.65

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Hughson

Refund Check Register Refund Check Detail

UBPKT02410 - Refunds 01 UBPKT02406 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
11-1730-003	ECP, L.P.	5/9/2022	55267	197.12			197.12	Generated From Billing
16-1470-003	CHIODINI, MARTHA	5/9/2022	55268	134.69			134.69	Generated From Billing
Total Refunds: 2			Total Refunded Amount:	331.81				

Revenue Code Summary

Revenue Code		Amount
996 - UNAPPLIED CREDITS		331.81
	Revenue Total:	331.81

General Ledger Distribution Posting Date: 05/03/2022

	Account Number	Account Name	Posting Amount	IFT
Fund:	510 - WATER/SEWER DEPOSIT			
	510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	-331.81	Yes
	510-11040	CUSTOMER CREDITS	331.81	
		510 Total:	0.00	
Fund:	999 - POOLED CASH/CONSOLIDA	TED CASH		
	999-10010	CASH IN BANK-MONEY MARKET	-331.81	
	999-20000	DUE TO OTHER FUNDS (POOLED CASH)	331.81	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	

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

Meeting Date: May 23, 2022

Subject: Approval of the Treasurer's Report for February 2022

Enclosure: Treasurer Report, February 2022

Presented By: Ashton Gose, Management Analyst

Approved By: Merry / ayken

City Manager

Staff Recommendation:

Review and approve the City of Hughson Treasurer's Report for February 2022.

Background and Discussion:

The City Treasurer reviews the City's cash and investment practices and approves the monthly Treasury Reports and a quarterly Investment Portfolio Report. As of February 2022, the City of Hughson has a cash and investment balance total of \$28,352,501 with \$2,783,174 invested. All investment actions executed since the last report have been made in full compliance of the City of Hughson's Investment Policy. The City of Hughson will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b) (2) and (3) respectively.

The Treasurer report for February 2022 reflects the most current representation of the City's funds and investments and provides a necessary outlook for both past, and present investment and spending habits. While investments and funds differ from time to time, it is the goal of the City to maintain safety and stability with its funds, while additionally promoting prudence and growth.

Attached is the City of Hughson Treasurer's Report for February 2022, along with supplementary graphs depicting the percentage of the City's total funds, a breakdown of the Developer Impact Fees, and an additional line plot graph further demonstrating the Developer Impact Fees. This graph depicts the Developer Impact Fees' actual balance for the past five years. After review and evaluation of the report, City staff has researched funds with a significant deficit balance and submit the following detailed explanation for February 2022:

Transportation Capital and CDBG Street Project Fund:

The Transportation Capital Project Fund currently reflects a negative balance of (\$240,938), which is a negative difference of \$5,258 from the previous year. The CDBG Street Project Fund currently reflects a negative balance of (\$55,330) reflecting a negative difference of \$13,084 from the previous year. As the City continues to produce transportation projects, the transportation fund will likely continue to show a negative balance. City staff will continue to monitor and report the status of these reimbursements as the funds become available.

Fiscal Impact:

As of February 2022, the City's cash, and investments total \$28,352,501. This compares to a February 2021 balance of \$25,583,540 and represents an increase of \$2,768,961.

City of Hughson Treasurer's Report February 2022

		MC	NEY MARKET	GENERAL	RE	DEVELOPMENT**	TOTAL
Bank Statement Totals		\$	25,261,219.72	\$ 307,283.33	\$	-	\$ 25,568,503.05
Adjustment		\$	(1,007,347.86)	\$ 208.92			
Outstanding Deposits +		\$	197,418.43	\$ 615.82	\$	-	\$ 198,034.25
Outstanding Checks/trans	sfers -	\$	(412.25)	\$ (158,733.35)	\$	-	\$ (159,145.60)
ADJUSTED TOTAL		\$	24,450,878.04	\$ 149,374.72	\$	-	\$ 25,607,391.70
Investments: Vario	us						\$ 1,115,963.68
Multi-Bank WWTP							\$ 1,582,111.54
Investments: L.A.I.	F			\$ 42,617.33	\$	42,481.78	\$ 85,099.11

<u>General Ledger Adjustments</u> Wages Payable -38,065.08

TOTAL CASH & INVESTMENTS

\$ 28,352,500.95

Books - All Funds	February 2021	February 2022	Difference	% of Variance
100 GENERAL FUND	3557601.36	4189401.11	631,799.75	17.76%
105 GENERAL FUND CONTINGENCY RESERVE	977051.06	1039025.06	61,974.00	6.34%
110 FIXED ASSESTS	0	0	0.00	n/a
210 SEWER	2774859.2	3548184.79	773,325.59	27.87%
215 SEWER FIXED ASSET REPLACEMENT	4832005.16	5055814.12	223,808.96	4.63%
220 SEWER DEV IMPACT FEE	-949088.33	-115088.44	833,999.89	87.87%
225 WWTP Expansion 2008	824037.12	207281.45	-616,755.67	-74.85%
240 WATER	353624.61	655903.45	302,278.84	85.48%
245 Water TCP123	2807138.97	3727316.37	920,177.40	32.78%
250 WATER DEV IMPACT FEE	112070.1	346453.76	234,383.66	209.14%
255 Water Fixed Asset Replacement	3453020.54	156587.27	-3,296,433.27	-95.47%
270 COMMUNITY/SENIOR CENTER	8168.89	19161.68	10,992.79	134.57%
280 U.S.F. Resource Com. Center	-665.44	606.68	1,272.12	191.17%
310 Garbage/Refuse	151851.69	195230.48	43,378.79	28.57%
320 GAS TAX 2103	169395.51	174628.13	5,232.62	3.09%
321 GAS TAX 2105	70639.71	85140.62	14,500.91	20.53%
322 GAS TAX 2106	3241.28	-13470.49	-16,711.77	-515.59%
323 GAS TAX 2107	47921.38	47021.9	-899.48	-1.88%
324 GAS TAX 2107.5	3172.14	4172.14	1,000.00	31.52%
325 Measure L SALES TAX-ROADS	582529.03	1030090.69	447,561.66	76.83%
326 SB-1 ROADS MAINTENANCE REHABILITATION	263548.93	403834.5	140,285.57	53.23%
340 LANDSCAPE LIGHTING DISTRICT	0	-1145.75	-1,145.75	#DIV/0!
350 BENEFIT ASSESMENT DISTRICT	0	-126.84	-126.84	#DIV/0!
360 COMMUNITY FACILITIES DISTRICT	7255.15	7255.15	0.00	0.00%
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	181277.61	235060.99	53,783.38	29.67%
371 TRENCH CUT FUND	3093.6	3093.6	0.00	0.00%
372 IT RESERVE	101415.79	113872.82	12,457.03	12.28%
373 SELF-INSURANCE	73303.49	73303.49	0.00	0.00%
374 DIABILITY ACCESS AND EDUCATION	2594.88	3880.42	1,285.54	49.54%
380 CLAIM ON CASH-CLFRF/ARPA	2554.88	848450.14	848,450.14	#DIV/0!
381 AB109 PUBLIC SAFETY	35722.29	35722.29	0.00	0.00%
382 ASSET FORFEITURE	1660.43	1660.43	0.00	0.00%
383 VEHICLE ABATEMENT	30118.48	35557.68	5,439.20	18.06%
384 SUPPLEMENTAL LAW ENFORCEMENT SERVICE I	365695.94	518596.79	152,900.85	41.81%
385 FEDERAL FUNDED OFFICER FUND	6620	6620	0.00	0.00%
390 98-EDBG-605 BUSINESS ASSISTANCE	93595.6	93595.6	0.00	0.00%
391 96-EDBG-605 BUSINESS ASSISTANCE	403.43	403.43	0.00	0.00%
	227937.14			
392 94-STBG-799 HOUSING REHAB		229489.93	1,552.79	0.68%
393 HOME Program Grant (FTHB)	35043.29	35043.29 211096.3	0.00	0.00%
394 96-STBG-1013 Grant	211165.36		-69.06	-0.03%
395 CALHOME REHAB	40000	40000	0.00	0.00%
410 LOCAL TRANSPORTATION NON-MOTORIZED	51671.34	51671.34	0.00	0.00%
415 LOCAL TRANSPORTATION NON MOTORIZED	13219	13219	0.00	0.00%
420 TRANSPORTATION STREET PROJECTS	-235680.14	-240938.15	-5,258.01	-2.23%
425 PUBLIC WORKS STREET PROJECTS-CDBG	-42246.6	-55330.1	-13,083.50	-30.97%
450 STORM DRAIN DEV IMPACT FEE	583968.86	750320.24	166,351.38	28.49%
451 PUBLIC FACILITY DEV IMPACT FEE	1478894.94	1658620.38	179,725.44	12.15%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	181463.76	425901.36	244,437.60	134.70%
453 PARK DEV IMPACT FEE	611322.01	756990.7	145,668.69	23.83%
454 PARKLAND IN LIEU	477004.41	593405.61	116,401.20	24.40%

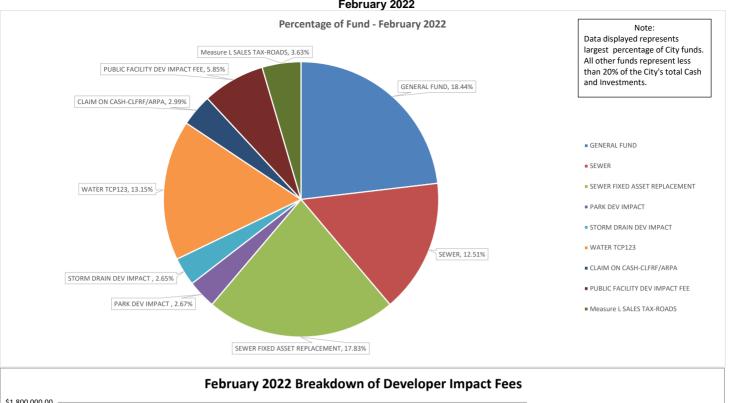
510 WATER/SEWER DEPOSIT	83286.99	96652.83	13,365.84	16.05%	
520 RDA SUCCESSOR AGENCY	433488.12	505191.04	71,702.92	16.54%	
521 RDA FIXED ASSETS	0	0	0.00	n/a	
530 LANDSCAPE LIGHTING DISTRICT	9169.93	7167.98	-2,001.95	n/a	I haveby contifue that the investment
531 LANDSCAPE LIGHTING DISTRICT	54838.45	60893.2	6,054.75	n/a	I hereby certify that the investment activity for this reporting period
532 LANDSCAPE LIGHTING DISTRICT	31541.28	33187.12	1,645.84	n/a	conforms with the Investment
533 LANDSCAPE LIGHTING DISTRICT	41778.62	49628.31	7,849.69	n/a	Policy adopted by the Hughson
534 LANDSCAPE LIGHTING DISTRICT	-31542.72	-26052.02	5,490.70	n/a	City Council, and the California Government Code Section 53601.
535 LANDSCAPE LIGHTING DISTRICT	10291.52	10660.26	368.74	n/a	I also certify that there are
536 LANDSCAPE LIGHTING DISTRICT	22981.2	30963.84	7,982.64	n/a	adequate funds available to meet
537 LANDSCAPE LIGHTING DISTRICT	-50251.18	-61557.42	-11,306.24	n/a	the City of Hughson's budgeted and actual expenditures for the
538 LANDSCAPE LIGHTING DISTRICT	-27814.51	-36027.69	-8,213.18	n/a	next six months.
539 LANDSCAPE LIGHTING DISTRICT	28071.13	29891.8	1,820.67	n/a	next est member
540 LANDSCAPE LIGHTING DISTRICT	49795.54	56268.05	6,472.51	n/a	
541 LANDSCAPE LIGHTING DISTRICT	31780.79	31972.39	191.60	n/a	
542 LANDSCAPE LIGHTING DISTRICT	4980.97	3311.75	-1,669.22	n/a	
543 LANDSCAPE LIGHTING DISTRICT	17928.34	24179.1	6,250.76		
550 BENEFIT ASSESMENT DISTRICT	70245.37	74125.9	3,880.53	n/a	
551 BENEFIT ASSESMENT DISTRICT	14104.39	15101.36	996.97	n/a	
552 BENEFIT ASSESMENT DISTRICT	124382.25	141275.05	16,892.80	n/a	
553 BENEFIT ASSESMENT DISTRICT	3082.92	-113.11	-3,196.03	n/a	
554 BENEFIT ASSESMENT DISTRICT	50880.52	58371.53	7,491.01	n/a	
555 BENEFIT ASSESMENT DISTRICT	15493.16	22939.29	7,446.13	n/a	
560 COMMUNITY FACILITIES DISTRICT	16384.36	21884.98	5,500.62	n/a	
Developer Impact Fees ***	2,199,908.95	4,058,258.99	1,858,350.04		
TOTAL ALL FUNDS:	25,583,540.41	28,352,500.95	2,768,960.54		
Break Down of Impact Fees ***					
220 SEWER DEV IMPACT FEE	-949,088.33	-\$115,088.44	833,999.89	87.87%	
250 WATER DEV IMPACT FEE	112,070.10	\$346,453.76	234,383.66	209.14%	
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	181,277.61	\$235,060.99	53,783.38	29.67%	
450 STORM DRAIN DEV IMPACT FEE	583,968.86	\$750,320.24	166,351.38	28.49%	
451 PUBLIC FACILITY DEV IMPACT FEE	1,478,894.94	\$1,658,620.38	179,725.44	12.15%	
452 PUBLIC FACILITY STREET DEV IMPACT FEE	181,463.76	\$425,901.36	244,437.60	134.70%	
453 PARK DEV IMPACT FEE	611,322.01	\$756,990.70	145,668.69	23.83%	
Break Down of Impact Fees ***	2,199,908.95	4,058,258.99	1,858,350.04	84.47%	

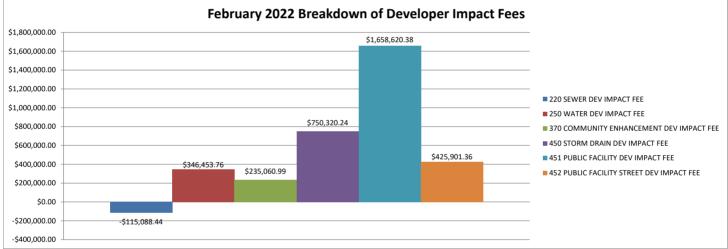
Reviewed By: Anna Nicholas

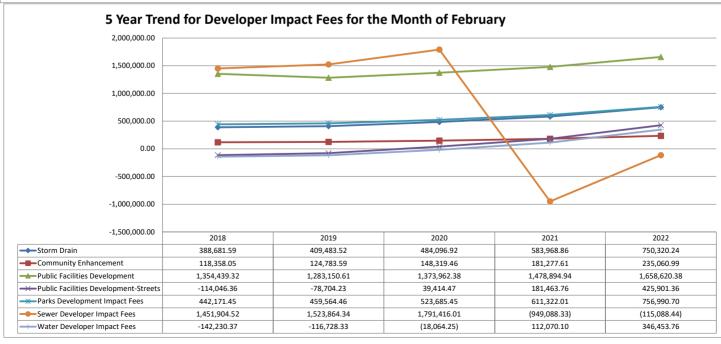
5/17/2022

Date

Treasurer's Report - Charts and Graphs February 2022









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

Meeting Date: May 23, 2022

Subject: Approval of a Month-to-Month Non-Potable Water

Agreement that Automatically Renews each Month, with Hughson Unified School District and Authorization for the

City Manager to Execute the Agreement

Enclosures: Draft First Amendment to Non-Potable Water Agreement

2012 Non-Potable Water Agreement

Presented By: Merry Mayhew, City Manager

Approved By:

Staff Recommendations:

 Review and approve a month-to-month Agreement for non-potable water, that automatically renews each month, 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.

With the Agreement soon to expire, HUSD and the City met to determine if both parties mutually wish to extend the Agreement. The last couple of years, HUSD began having issues with pressure and the sprinkler pipes bursting. After meeting with the City, the Utilities Superintendent and the HUSD Director of Maintenance,

Operations & Transportation met with a consultant, and a few changes were made that have improved the problems HUSD was having. However, both the City and HUSD felt that it would make sense to work through the summer on an automatically renewing month-to-month agreement to ensure that the problems have been resolved prior to entering into another multi-year agreement.

In the current Agreement, the City is responsible for all costs associated with running and maintaining Well #6 and the non-potable water distribution system which costs include energy, preventative maintenance, repair and replacement costs. In addition, the City's full-time water operators oversee Well #6. This agreement is continued through December 2022 and until the two agencies ensure the problems are resolved and are ready to negotiate another multi-year agreement.

Fiscal Impact:

Starting in 2012, HUSD was paying.685 per 1,000 gallons of non-potable water. The Agreement includes an annual inflation escalator effective July 1, bringing the July 1, 2022 cost to .831 per 1,000 gallons. In the past year, April 30, 2021 – March 30, 2022, HUSD used a total of 34,808,000 gallons at a cost of approximately \$26,802 annually. The annual escalator as of July 1, 2022, will increase HUSD's annual cost of non-potable water by approximately \$2120.

FIRST AMENDMENT TO THE CITY OF HUGHSON AND HUGHSON UNIFIED SCHOOL DISTRICT NON-POTABLE WATER AGREEMENT

THIS FIRST AMENDMENT to the City of Hughson and Hughson Unified School District Non-Potable Water Agreement (hereinafter, the "Amendment") is entered into this 10 day of May 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") (hereinafter, collectively, "Parties").

RECITALS

WHEREAS, the parties hereto previously entered into the City of Hughson and Hughson Unified School District Non-Potable Water Agreement (hereinafter, the "Agreement") dated June 12, 2012, whereby the City was to provide non-potable water to the District for the irrigation of approximately 30 acres of turf, consisting of baseball fields, softball fields, and soccer fields, at Hughson High School; and

WHEREAS, the initial term of the Agreement was for ten (10) years, which is set to expire on June 30, 2022; and

WHEREAS, the Parties desire to extend the term of the Agreement on a month-to-month basis after the expiration of the initial term; and

WHEREAS, the Parties plan to review this Agreement and Amendment in December 2022 to determine if the District's concerns have been addressed so a new agreement can be negotiated.

NOW, THEREFORE, the parties hereto mutually agree to amend said Agreement as follows:

- 1. Section 8.01 of the Agreement is amended to read as follows:
 - "8.01. The initial term of this Agreement will commence on July 1, 2012 and will continue for ten (10) years, expiring on June 30, 2022 ("Initial Term"). Upon the expiration of the Initial Term, this Agreement shall continue on a month-to-month basis, beginning July 1, 2022. After the Initial Term, either party may terminate this Agreement, with or without cause, upon providing 60 days' written notice to the other party."
- 2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

Executed on this 10 day of Stanislaus, California.	f May , 2022, at Hughson, County of
HUGHSON UNIFIED SCHOOL DISTRICT	CITY OF HUGHSON
Brenda Smith, Superintendent	Merry Mayhew, City Manager
	APPROVED AS TO FORM
	Daniel J. Schroeder, City Attorney
	ATTEST BY:
	Ashton Gose, City Clerk

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

This non-potable water Agreement (hereinafter, "Agreement") is entered into this 12 day of June 2012, 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") (hereinafter, collectively, "Parties").

RECITALS

- A. Whereas, the District desires to install a new baseball field, new softball field, three soccer fields and a parking lot on land that sits immediately east of the Hughson High School campus. The existing sports fields and the proposed new sports fields total approximately 30 acres of turf area; and
- B. Whereas, the City owns Well #6 that is located on Locust Street near the new sports fields. Water from Well #6 has arsenic levels higher than allowable under current drinking water standards; and
- C. Whereas, the District would have to drill, operate and maintain a well on the High School property absent the City providing water from Well #6; and
- D. Whereas, a well on the District's High School property could have a negative effect on the City's wells, including Well #6; and
- E. Whereas, a non-potable water system would 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
- F. Whereas, the District would 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
- G. Therefore, in consideration of the mutual benefits to each party, the City and the District desire to enter into an agreement for the City to provide non-potable water to irrigate the new and existing turf areas ("Site") at Hughson High School.
- **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. The City shall provide the District with a non-potable water supply which has a flow range of 0 to 800 gallons per minute and a pressure of 75 psig to 80 psig as measured at the water meter located on Site.

- 1.02. The City shall provide the District with non-potable 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 months per year during December, January, and February.
- 1.03. The non-potable water provided by the City shall not be treated by the City and shall not be required to meet any state or federal standards for drinking water.

2. Maintenance:

- 2.01. The City shall be responsible for all costs associated with running and maintaining Well #6 and the non-potable water distribution system which costs include energy, preventative maintenance, and repair and replacement costs.
- 2.02. The City shall maintain full-time water operators to oversee and correct operational deficiencies of Well # 6 and the non-potable water distribution system should they arise.
- 2.03. The District shall be responsible for installing, operating and maintaining the irrigation system for the Site connected to the non-potable water distribution system, including, but not limited to, all facilities running from the water meter and beyond towards and on the Site consistent with the ownership of the District's raw water distribution system set forth in Section 4.03 below.

3. Ownership:

- 3.01. City's ownership of the non-potable water distribution system shall terminate at the property line of the Site or each individual lot receiving non-potable water, except that any facilities installed on the District's property by the City, including the water meter, shall be the property of the City in accordance with Hughson Muncipal Code Section 13.08.350. The City shall not take ownership of pipelines connecting individual lots or buildings to the City's non-potable water distribution system.
- 3.02. In exchange for the non-potable water rate set forth in Section 5.02, the District agrees that it will not drill a well on the Site during the term of this Agreement.

4. <u>Capital Costs:</u>

4.01. The City will design and construct, at its sole cost and expense with the exception of the District contribution set forth in Section 4.02, all necessary improvements to Well #6 and the City's non-potable water distribution system in order to provide non-potable water to the Site. The City will be solely responsible for all other costs incurred in constructing the non-potable water distribution system that provides service in accordance with the operational parameters set forth in Section 1.

- 4.02. The District will contribute Forty Five Thousand Dollars (\$45,000) toward the design and construction of the improvements to Well #6 and the City's non-potable water distribution system to provide non-potable water to the Site.
- 4.03. The District will be solely responsible for the design and construction of the Site irrigation and its raw water distribution system and all on-site improvements necessary for it to use the raw water supplied to the District pursuant to this Agreement.

5. Water Rates:

- 5.01. The City has 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. The non-potable water supply will not be treated and can be provided to the District at a lower rate than the rate charged customers who are receiving treated drinking water. The City's water customers are charged a monthly fixed charge based on meter size and a metered rate for actual usage.
- 5.02. The District will not pay a monthly fixed charge based on meter size but will pay a metered rate for actual usage. The initial metered rate for non-potable water will be \$0.685 per 1,000 gallons which is 50% of the potable water rates. In consideration of the District's agreement set forth in Section 3.02, the City will maintain the water rate at \$0.685 per 1000 gallons during the term of this Agreement.
- 5.03. At the sole discretion of the City, the non-potable water rate may be adjusted annually by the *Electricity* and *Service* components of the Consumer Price Index (CPI), as developed by the U.S. Bureau of Labor. CPI shall be determined by the average of the Electricity and Service annual averages. For example, the 12 month average ending March 2012 for the Electricity index was 0.6 and the Services index was 2.3 resulting in an annual inflation escalator of 1.45%. Any such adjustment will be made effective as of July 1 of that year.

6. **Drinking Water**:

6.01. 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:

7.01. 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 July 1, 2012 and will continue for ten (10) years, expiring on June 30, 2022. The Parties agree that this Agreement may be extended upon the mutual agreement of the Parties.

9. **General Provisions**:

- 9.01. <u>Amendment</u>. This Agreement may be amended, modified or supplemented only by a writing signed by both parties.
- 9.02. <u>Waiver</u>. 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. <u>Counterparts.</u> 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. <u>Successors and Assigns.</u> This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, subsidiaries, affiliates, successors and assigns.
- 9.07. <u>Indemnity.</u> 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.

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. <u>Cooperation</u>. 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. <u>Captions</u>. 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. <u>Entire Agreement</u>. 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 signed by both 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 Bryan Whitemyer, City Manager	Brian Beck, Superintendent
Approved as to form:	Approved as to form:
By Dan Schroeder, City Attorney	Ву



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

Meeting Date: May 23, 2022

Subject: A. Adopt Resolution No. 2022-16, Establishing an

Inflatable Amusement Device Policy

B. Introduce and Waive the First Reading of <u>Ordinance No. 2022-01</u>, Amending Section 12.24.020, and Section 12.24.150 of the Hughson Municipal Code Concerning

Prohibited Acts within Public Places

Enclosures: Draft Inflatable Amusement Device Policy

Inflatable Amusement Device Permit Application

Presented By: Ashton Gose, Deputy City Clerk

Approved By:

City Manager

Staff Recommendations:

- 1. Adopt <u>Resolution No. 2022-16</u>, Establishing an Inflatable Amusement Device Policy.
- 2. Introduce and Waive the First Reading of <u>Ordinance No. 2022-01</u>, Amending Section 12.24.020 and Section 12.24.150 of the Hughson Municipal Code Concerning Prohibited Acts within Public Places.

Background:

An inflatable amusement device is any temporary inflatable structure or similar item used for recreational purposes that relies upon a continuous supply of air by means of an electrically or gas-powered air blower to maintain its shape. Some examples of an inflatable amusement device include a bounce house, slide, climbing wall, soft mountains, enclosed trampolines, obstacle course, sport game, carnival game, etc.

The City of Hughson does not currently have a policy in place regarding the use of an inflatable amusement device. However, use requests are often made by park rental applicants, and the most requested use of an inflatable amusement device, as it pertains to park rentals within the City, are bounce houses and water slides. Historically, it has been at the discretion of the Community Development Director, or his/her designee, to approve the use of a bounce house at any park.

Other events on City premises that have used inflatable amusement devices in the past include the Downtown Farmers' Market, and the Hughson Fruit and Nut Festival.

A discussion prompted by City staff regarding the use of public parks, in regard to inflatable amusement devices, took place by the Parks, Recreation and Entertainment Commission at both the September 10, 2019, and October 8, 2019 regularly scheduled meetings, and by the City Council at the October 28, 2019 regularly scheduled meeting.

At these meetings, staff was provided direction to draft an inflatable amusement device policy, with input from the Central San Joaquin Valley Risk Management Authority (CSJVRMA) and present the policy at a regularly scheduled meeting for review and recommendation to the City Council for approval.

Discussion:

City staff has worked with CSJVRMA, and the City Attorney's office to develop an inflatable amusement device policy that will protect the City, as well as any individual or entity using City park properties, and public areas. Specific insurance coverages are required to properly cover claims that could occur during an incident that may have caused other's bodily injuries, death, or property damages.

The following is a summary of the main elements of the attached policy.

- An inflatable amusement device shall mean any temporary inflatable structure or similar item used for recreational purposes that relies upon a continuous supply of air by means of an electrically or gas-powered air blower to maintain its shape that includes, but is not limited to, bounce house, slide, climbing wall, soft mountains, enclosed trampolines, obstacle course, sport game, carnival game, etc. The definition shall not refer to inflatable archways or similar inflatable structures used to mark the start or finish of a race, or moveable inflatables such as Zorb balls, or similar inflatable objects.
- An inflatable amusement device that uses water or has water features is prohibited unless approved by the Hughson City Council.
- Inflatable amusement devices must be rented from a vendor that has a current business license and certificate of liability insurance on file with the City. Vendor shall maintain commercial general liability insurance with coverage in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds

under such policies.

The rental vendor's insurance company must be authorized to transact insurance business in the State of California.

 A non-refundable administrative fee of \$25.00 must be paid at the time when an inflatable amusement device permit application is submitted. This fee will be subject to review and revision along with other City fees on a scheduled basis.

Parks, Recreation and Entertainment Commission

At the regularly scheduled May 10, 2022 meeting, the Commission unanimously voted to recommend the adoption of <u>Resolution No. 2022-16</u>, Establishing an Inflatable Amusement Device Policy, and adoption of <u>Ordinance No. 2022-01</u>, Amending section 12.24.020 and section 12.24.150 of the Hughson Municipal Code concerning prohibited acts within public places.

Fiscal Impact:

The proposed non-refundable administrative fee of \$25.00 will cover costs of additional staff time to review the permit application request, supplemental information such as the vendor certificate of liability insurance and current business license status and approve or deny the inflatable amusement device permit application.



CITY OF HUGHSON INFLATABLE AMUSEMENT DEVICE POLICY

A. PURPOSE

To ensure that the use of inflatable amusement device, e.g., bounces house, in City of Hughson park properties and public areas to promote the safety and reasonable enjoyment of the public premises. Established requirements have been developed to protect the City as well as any individual or entity using City premises. Specific insurance coverages are required to properly cover claims that could occur during an incident that may have caused other's bodily injuries, death, or property damages.

B. POLICY

- 1. An inflatable amusement device shall mean any temporary inflatable structure or similar item used for recreational purposes that relies upon a continuous supply of air by means of an electrically or gas-powered air blower to maintain its shape that includes, but is not limited to, bounce house, slide, climbing wall, soft mountains, enclosed trampolines, obstacle course, sport game, carnival game, etc. The definition shall not refer to inflatable archways or similar inflatable structures used to mark the start or finish of a race, or moveable inflatables such as Zorb balls, or similar inflatable objects.
- 2. An inflatable amusement device shall comply with current American Society for Testing and Materials (ASTM) standards for inflatable amusement devices.
- 3. User must abide by all laws, state and federal, and all applicable ordinances in the Hughson Municipal Code.
- 4. An inflatable amusement device that uses water or has water features is prohibited, unless approved by the Hughson City Council.
- 5. A privately owned, non-commercial inflatable amusement device is prohibited.
- 6. An inflatable amusement device must be rented from a vendor who holds a current City of Hughson business license and valid liability insurance coverage policy as referenced in this policy.

7. Inflatable amusement devices must be rented from a vendor that has a certificate of liability insurance on file with the City. Vendor shall maintain commercial general liability insurance with coverage in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

The rental vendor's insurance company must be authorized to transact insurance business in the State of California.

- 8. Rental vendors, users and participants of an inflatable amusement device are jointly and severally responsible for all damage caused by their use of an inflatable amusement device in the City park properties and public areas. Any damage to City property including turf will result in additional liability to the City.
- 9. Use of City public premises constitute the agreement for all users and participants to abide by all rules, policies, and conditions of the City and to subject to all disclaimers stated in the applications.
- 10. Rental vendors, users and participants agree to jointly and severally indemnify, protect, defend, save and hold harmless the City, its officers, employees, agents, and volunteers from and against any and all liability inclusive of any and all attorneys' fees, claims, suits, and causes of action for death or injury to persons, or damage to property, resulting from intentional or negligent acts, errors, or omissions of users, invitees, and non-invitees, and/or the inflatable amusement devices from rental vendor arising out of the setup, use, or operation of the inflatable amusement devices, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of users, invitees, and non-invitees and/or the inflatable amusement devices rental vendor which occurs related to the setup, use, or operation of the inflatable amusement devices, unless caused by the sole negligence of the City.
- 11. The City is not responsible or liable for any damage to an inflatable amusement device, or any injury or death, to users, invitees, and non-invitees of an inflatable amusement device.

C. PROCEDURES

- 1. A current inflatable amusement device application (attached hereto) in conjunction with a current public park facility reservation application, or special event application, must be submitted to the City for consideration and approval no less than 10 business days prior to the use date; or for use of an inflatable amusement device that uses water or has water features, a current public park facility reservation application, special event application, or similar documents must be submitted to the City for consideration and approval by the City Council no less than 30 business days prior to the use date.
- 2. A non-refundable administrative fee of \$25.00 must be paid at the time when an application is submitted. This fee will be subject to review and revision along with other City fees on a scheduled basis.
- 3. The rental vendor shall use trained and qualified representatives and be responsible for setup, installation, and takedown of an inflatable amusement device in compliance with manufacturer's specifications. City personnel under no circumstances shall be responsible for setting up an inflatable amusement device for permittees or rental vendors.
- 4. An inflatable amusement device must be free standing and weighted. Stakes are prohibited in City parks and public facilities. An inflatable amusement device must not be tied or tethered to trees, tables, or other amenities or structures. The City is not responsible for any inflatable amusement device that becomes detached for any reason inclusive of weather.
- 5. In the event of inclement or severe weather, such as winds higher than 15 miles per hour, rain, or thunderstorms, all use of an inflatable amusement device must be discontinued until such time as the weather has been clear for more than 30 minutes.
- Inflatable amusement device users must provide adequate and appropriate adult supervision so that the use is in compliance with the manufacturer's recommendations and operating procedures that provide for a safe level of operation.
- 7. NO vehicle is allowed in City park properties and public areas (other than common parking areas), including turf and walkways for unloading, maintaining or loading an inflatable amusement device unless prior approval has been granted to the rental vendor by the City and in compliance with ingress and egress provisions established by the City.

- 8. Placement of the inflatable amusement device on the sidewalk, or ADA right of ways is prohibited.
- 9. An inflatable amusement device must be removed no later than 30 minutes prior to sunset and is not allowed to remain on public premises overnight.

D. IMPLEMENTATION AND OVERSIGHT

The Community Development Director and/or designee, has responsibility for the implementation and oversight of this policy.

City of Hughson 7018 Pine St./PO Box 9 Hughson Ca. 95326 209-883-4054



Inflatable Amusement Device Permit Application

Must be purchased in conjunction with a Public Park Facility Rental Application, and/or a Special Event Application.

Phone Number:	Email:
	Time:
Event Location:	
Name of Inflatable Amusement Device/E	Bounce House Vendor:
Does the device use water, or have water	er features? YES / NO /
and employees from any and all costs and expand losses occurring or resulting to the City in	, , , ,
and losses occurring or resulting to the City in and/or Vendor, its officers, agents, sub-contra them, or anyone for whose acts any of them mexpenses (including attorney and legal fees), operson, firm, or corporation who may be injurt Promoter and/or Vendor, its officers, agents, owithin, except for the sole negligence of the Codistinct obligations. These obligations shall such and other promoters and other promoters.	connection with the performance, or failure to perform, by Promoter ctors, employees, or anyone directly or indirectly employed by any of any be liable under this Agreement, and from any and all costs and damages, liabilities, claims, and losses occurring or resulting to any ed or damaged by the performance, or failure to perform, of remployees under this Agreement arising out of the event described ty. The duty to defend and the duty to indemnify are separate and rvive the completion or termination of this agreement.
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CITY OF HUGHSON CITY COUNCIL RESOLUTION NO. 2022-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ESTABLISHING AN INFLATABLE AMUSEMENT DEVICE POLICY

WHEREAS, the City of Hughson does not have a current policy in place for the use of an inflatable amusement device at City park properties and/or public areas; and

WHEREAS, requests for use of an inflatable amusement device at City park properties and/or public areas are often made by rental applicants; and

WHEREAS, the City of Hughson City Council desires to establish a policy regarding the use of an inflatable amusement device in City park properties and/or public areas to protect the City, as well as, any individual or entity using City premises; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hughson adopts the Inflatable Amusement Device Administrative Policy ("Policy") attached hereto as "Attachment A" and directs the City Manager to implement the Policy immediately.

PASSED AND ADOPTED, by the City Council of the City of Hughson at its regular meeting held on this 23rd day of May, 2022 by the following roll call votes:

ASHTON GOSE, Deputy City Clerk	
ATTEST:	GEORGE CARR, Mayor
APPROVED:	
ABSTENTIONS:	
ABSENT:	
NOES:	
AYES:	

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CITY OF HUGHSON CITY COUNCIL ORDINANCE NO. 2022-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUGHSON, AMENDING SECTION 12.24.020 AND SECTION 12.24.150 OF THE HUGHSON MUNICIPAL CODE CONCERNING PROHIBITED ACTS WITHIN PUBLIC PARKS

WHEREAS, the City of Hughson Municipal Code Section 12.24.150 currently lists acts prohibited within any park owned or operated by the City of Hughson; and

WHEREAS, the City desires to amend Chapter 12.24 to add among the list of prohibitions the use of inflatable structures, unless otherwise permitted by the City.

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

Section 1 12.24.020.K-P is amended to read in full as follows:

- K. "Inflatable Amusement Device" shall mean any stationary inflatable play structure typically designed for recreation activities on or in the structure including, but not limited to, a bounce house, slide, climbing wall, soft mountains, enclosed trampolines, and inflatable obstacle courses. The definition shall not refer to inflatable archways or similar inflatable structures used to mark the start or finish of a race, or moveable inflatables such as Zorb balls, or similar inflatable objects.
- L. "Park" shall mean any areas set aside for recreational uses, areas conserved for their scenic interest, playgrounds, recreation centers and any other areas owned or operated by the city of Hughson and which are intended for active or passive recreational purposes. The word "park" shall also include any parking lot adjacent to any park, any buildings, equipment, plants or other facilities located in any park and any landscaped public area and/or right-of-way.
- M. "Permit" shall mean a written permit for the exclusive use of a park or building as provided for and defined in this chapter.
- N. "Picnicker" shall mean a person on an outing or excursion with food usually provided by such person and eaten in the open.
- O. "Sound amplifying equipment" shall mean any electrical or battery-operated machine or device for the amplification of the human voice, music, or any other sound. "Sound amplifying equipment" shall not include standard vehicle radios when used and heard only by the occupants of the vehicle in which the radio is located.

1613840-1

P. "Vehicle" shall mean any wheeled conveyance, whether motor-powered, animal-drawn, or self-propelled, including bicycles, skateboards, and any trailer in tow of any size, kind, or description, except baby carriages, wheelchairs, and vehicles in the service of the city parks.

Section 2 Section 12.24.150.C.32 is added to read in full as follows:

32. To set up or use an inflatable amusement device, unless a written permit is obtained in advance from the director. Additionally, prior written approval from the City Council must be obtained for any inflatable amusement device that uses water.

<u>Section 3</u> If any provision of this Ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the validity of any particular portion thereof.

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

<u>Section 5</u> Within fifteen (15) days after its final passage, the City Clerk shall cause a summary of this Ordinance to be published in accordance with California Government Code section 36933.

Section 6 This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least fifteen (15) days prior to its effective date.

The foregoing Ordinance	e was introduced, and the	ne title thereof read at the regular meeting of th
City Council of the City of H	Hughson held on	, 2022, and by a vote of the Council
members present, further rea	_	•
On motion of Councilpe	erson	, seconded by
	, the foregoing Ord	linance was passed by the City Council of the
City of Hughson at a regular	meeting held on	, 2022, by the following votes:
AYES:		
NOES:		
ABSTENTIONS:		

1613840-1

ABSENT:

	GEORGE CARR, Mayor
ATTEST:	
ASHTON GOSE, Deputy City Clerk	

1613840-1 3



CITY COUNCIL AGENDA ITEM 6.1 SECTION 6: NEW BUSINESS

Meeting Date: May 23, 2022

Subject: Discussion of Options to Minimize Damage from Foul

Balls at Lebright Fields and Approval for Staff to Obtain Project Costs and Bring Back to Council for Final Project

Approval

Enclosures: A – Tanner Consulting Reports

B - Lebright Fields Development Plan - Site Map

Presented By: Rachel Wyse, Community Development Director

Approved By: // ltry / aykew

City Manager

Staff Recommendations:

1. Discuss options to minimize damage from foul balls at Lebright Fields.

2. Approve Staff to obtain project costs for the option(s) Council determines and bring the project back to Council for final approval.

Background and Overview:

Lebright Fields receives a high volume of use throughout the year and is an excellent recreational asset to the community, which primarily supports local recreation programs as provided for by Hughson Youth Baseball/Softball, Hughson Huskies Youth Football and Cheer, and Hughson Oilers Youth Football and Cheer. It has also hosted other community events in the past such as the Hughson Concerts in the Park, Hughson Tent/Trunk or Treat, and Oktoberfest. When not reserved for exclusive use, Lebright Fields is available for public use on a first-come, first-serve basis.

Lebright Fields completed escrow in October 2019, becoming a deed-restricted City asset whose sole use is to provide recreation opportunities to the community. The City has applied for grants since obtaining the park and qualified for the Per Capita Grant in 2021 which will pay for a portion of the installation of a combined restroom and concession stand, ADA compliant parking and path of travel, and security

cameras. Currently, Lebright Fields is improved with six baseball diamonds and an aging concession stand and has an unimproved parking lot.

Beginning in 2021, after the start of baseball practice staff received complaints of foul balls landing in the back yard of a resident on Fodermaier Drive, north of the park. The resident's backyard abuts the baseball field that the Pony League uses. Since that time, staff has worked with Judge Netting and Tanner Consulting to identify several options with various improvements and costs. To ensure the recommended improvements would address the foul ball issue, a trajectory study was completed on Lebright Fields, specifically the northeast baseball diamond as this is the location where the foul balls come from, according to the resident.

Discussion:

The trajectory study and correspondence between City staff, Judge Netting, and Tanner Consulting are culminated in the six options before you. All options, excluding option 1, are intended to prevent foul ball intrusion onto neighboring properties located within the foul ball zone. The foul ball zone is located to the right and left of the player at bat. Since the majority of players are right-handed, foul balls land to the right of the player, and in this case within the properties that front on Fodermaier Drive.

The cost estimates provided by Judge Netting are only estimates and are 7-12 months old. These estimates do not account for recent increases in cost. Once the Council determines the option they want to move forward, staff will get updated costs and bring the final project proposal back to Council. Additional steps that may be required to complete this project in compliance with local, State and Federal laws are provided with each option if applicable. Compliance typically includes compliance with the California Environmental Quality Act (CEQA), resident notification, public hearing, etc.

Options:

- Do nothing and leave Lebright Fields and baseball diamonds as is. There is no additional cost associated with this option nor any reduction in foul ball intrusion onto neighboring properties.
- 2. Set Lebright Field 1 age group to 10 and under, and move the Major and Pony Leagues to Starn Park. There will be a reduction in foul ball intrusion onto neighboring properties, at no additional cost. According to a member of Hughson Baseball, ages 10 and under do sometimes hit foul balls capable of clearing the fence; however, the balls are lower, do not have the velocity or intensity, and not as many foul balls as the older ages in the Major and Pony Leagues Staff is unable to quantify that reduction at this time; however,

another factor to consider before choosing this option is that the backstop is old and smaller than it should be and the backstop and dugouts need to be updated, as recommended in option 3 below.

Hughson Baseball has objected to this option in the past, as does the member that staff met with on May 19, 2022. That member's stated preference was that the Leagues remain as is, and the improvements be installed. Objections that were voiced included the fact that Starn Park is open to the public, who often leave messes and cause damage to the pitcher's mound that is used for the 13-14 ages. They stated that only serious baseball people use Lebright Field 1 and therefore they have no issues there.

- 3. Install a new taller backstop with extended side panels, and review if there continues to be an issue. The existing backstop's foul ball guard or side panel is at 11' and provides little to no reduction in foul ball intrusion; however, the new backstop would be replaced with one that is taller with the foul ball side panel at 19-20 feet, is sturdier, and provides a greater overhang than the existing backstop. In addition to installing a new backstop, additional side panels would be installed for approximately 20' linear feet and if needed, additional side panels could be installed on top of the front of the dugouts for an additional 20-25 linear feet.
 - Replacement of backstop with chain link extension panels and dugouts is estimated at \$150,000.
 - Requires a Request for Proposal (RFP) and CEQA Review; however, since it is a replacement of the existing backstop and dugout, no additional impacts are expected, and the project will likely be exempt from CEQA.
- 4. Install new backstop, dugouts, and a minimal amount of netting but in such a way that it can be expanded if needed. This was a revised recommendation from Tanner Consulting (Attachment A, pages 1-3.)
 - Mobilization fee \$6,000
 - Backstop and dugouts \$100,000 (no extension panels)
 - 150 linear feet of heavy-duty knotted UV treated nylon mesh (sewn in perimeter, vertical and horizontal rib lines) on steel poles 60-feet high

 estimated cost \$100,000+. The poles would be installed in such a way that if extension of the netting to 300 feet was required, the poles could be used.
 - Requires Request for Proposal (RFP) and CEQA review, neighbor notification, and a public hearing.
- 5. Install new backstop, dugouts and baseball barrier. The baseball barrier includes 300 linear feet of custom-fitted UV treated polyester netting (sewn in perimeter, vertical and horizontal rib lines) on steel poles 60-feet high at the

highest point. This was the original recommendation by Tanner Consulting (Attachment A, pages 4-8.)

Mobilization fee: \$6,000Baseball barrier: \$375,300

- Backstop and dugouts replacement: \$100,000
- Requires Request for Proposal (RFP) and CEQA review, neighbor notification, and a public hearing.

Although the installation of netting is expected to reduce the number of foul balls it will not be a permanent fix as the netting typically needs to be replaced every 10-15 years. The life of the netting could be prolonged by mending rips and tears that will occur as normal wear and tear due to ball intrusion and exposure to heat, cold, and moisture throughout the seasons. Vandalism is a possible source of damage that should be considered. Mending the netting will impact staffing levels and eventually, the netting will have to be replaced instead of repaired.

6. Re-orient the Baseball Fields – this was looked at when the City put together the Lebright Fields Development Plan (Attachment B) in 2019 as a part of a grant application. The scope and cost estimate for the grant contained a line item for renovating the existing six baseball fields for \$1,760,792. Renovation included changing the orientation of two baseball fields as a part of the upgrade. This option is not recommended as flipping the field may reduce the impact to homes in the foul ball zone, but it will put other homes in jeopardy of intrusion by foul balls or home runs.

Parks, Recreation, and Entertainment Commission:

These options were presented to the Parks, Recreation, and Entertainment Commission (PR&EC) on May 10, 2022, with a recommendation that the PR&EC review and comment on these options to be presented to the City Council for improvement(s) to Lebright Fields.

The Commissioners were not pleased with the size of the netting in height or length. Comments included concerns that the netting, at any of the listed heights, would be an eyesore and that they couldn't imagine the neighbors would want to see it looming over their properties. Moreover, the cost of replacing the netting every 10-15 years was cost-prohibitive and not a good long-term fix.

One Commissioner recommended that the Council approve 150 linear feet of netting be installed at the 60-foot height recommended by the trajectory study. Another Commissioner suggested that the teams be shifted around so that the Pony League and older were not playing in the fields closest to residences. If that was not an

option, the recommendation was that the Council does not install any netting. The Commissioner recommended instead that the Council choose to relocate and/or reorient the ball fields in compliance with the Lebright Fields site plan developed with community input and submitted as a part of the application for the Statewide Park Development and Community Revitalization Program Grant that the City applied for in 2020 but was not awarded. (See Attachment B – Lebright Fields Development Plan – Site Map).

Staff Recommendation:

City staff have reviewed all of these options and feels that installation of netting is a poor choice at Lebright Fields due to the residential area in which the fields are located. Staff recommends a combination of options 2 and 3 as the installation of a taller backstop, dugouts, and the additional 20 linear feet of extension panels will reduce the intrusion of foul balls onto neighboring properties. The dugouts do not factor into the foul ball problem, but they do need to be replaced and it makes sense to improve them when replacing the backstop. Moreover, setting the age group that can play at that field at 10 and below will ensure that the number of foul balls intruding onto neighboring properties is reduced to a rare event if ever. This will free up Starn Park to be used by the Major League (ages 11-12) and the Pony League (ages 13-14). Starn Park prevents intrusion of foul balls and home run balls as the playing field is set below grade. Moreover, Starn Park is already equipped for all age ranges with two sets of pins to hold bases (inner pins - ages 10 and under and outer pins – ages 12 and up.) Starn Park is also improved with lights for night games and bleachers for attendees.

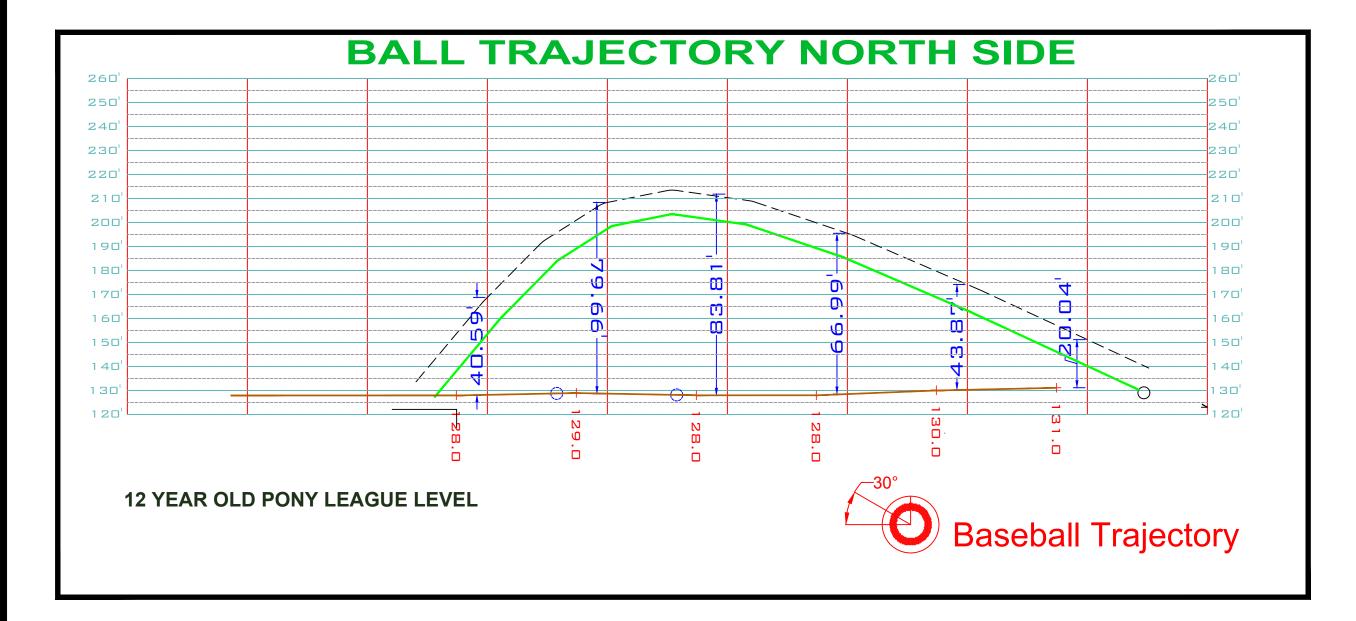
Fiscal Impact:

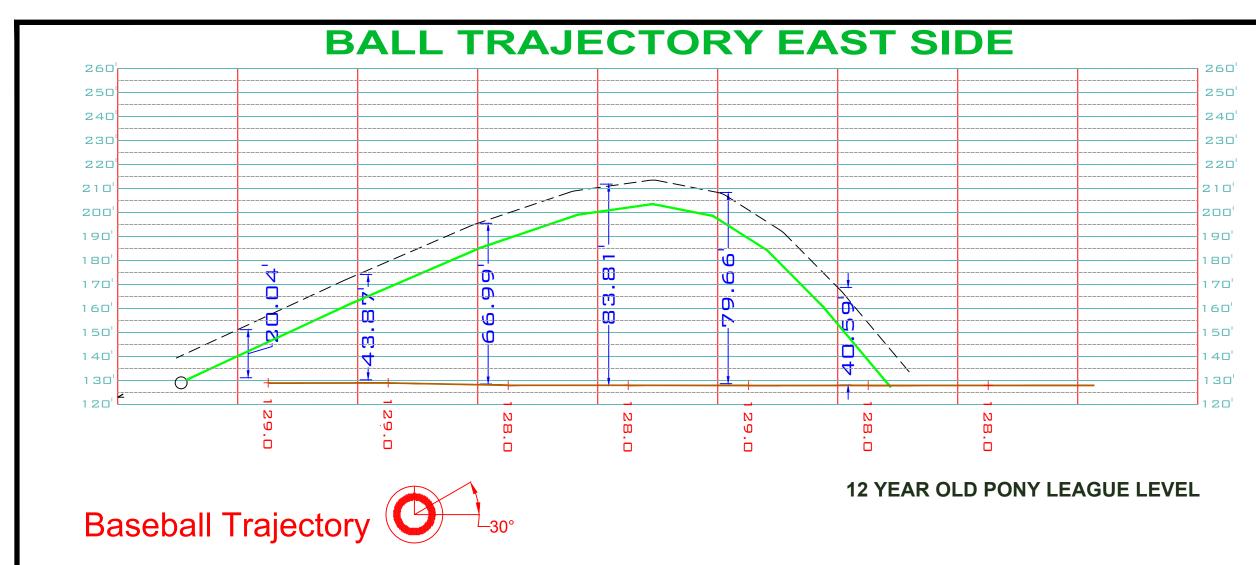
Should the City Council select an option from two through six or any combination thereof, City staff will provide updated costs for Council review and approval prior to the project commencing. The cost of staff's recommendation of a combined option 2 and 3 is estimated at \$150,000 with no additional annual maintenance costs.

The Parks Facility Impact Fee (Fund 453) is collected during the construction of new homes to mitigate the impact of additional residents utilizing City parks. Parks Facility Impact fees are used when a project is directly attributable to growth which this project is as it is the construction of homes in the area and directly adjacent to the park that resulted in an impact where one did not exist before. The Parks Facility Impact Fee fund balance is approximately \$780,000; however, some of these funds are earmarked to assist in the development of the site for the restroom/concession building.

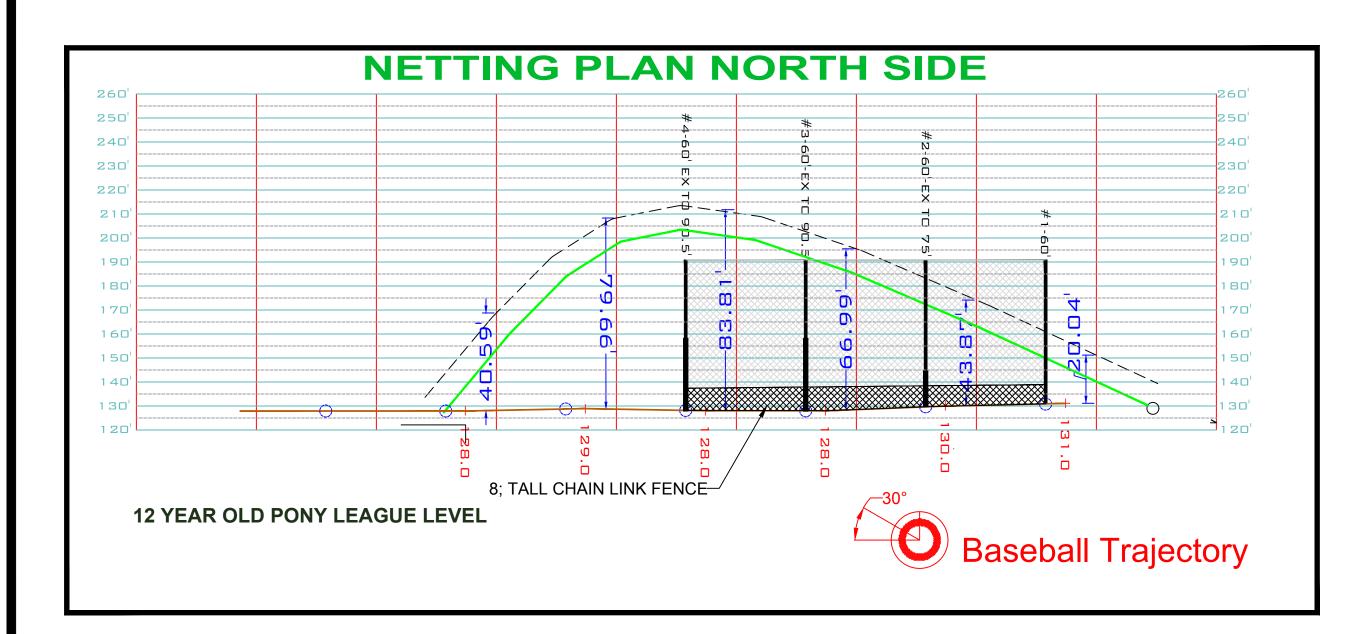
BALL TRAJECTORY/NETTING PLAN

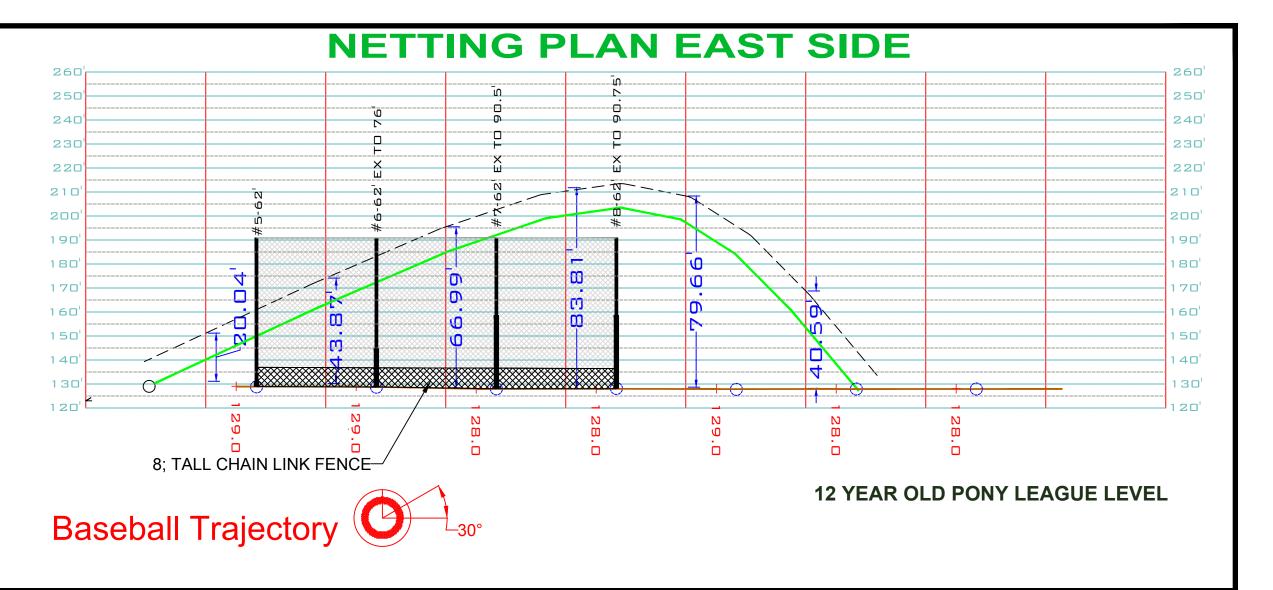
Attachment A, pages 1-3 = option 4





THE HEIGHT AND NUMBER OF POLES FOR THIS OPTION WERE DETERMINED BY THE STAFF OF THE SCHOOL STAFF. POLES ARE TO BE MANUFACTURED AND INSTALLED PER THE STRUCTURAL ENGINEER. THEY ARE TO BE MANUFACTURED TO BE EXTENDABLE TO THE HEIGHT OF THE PLANS ORIGINALLY DESIGNED BY TANNER CONSULTING GROUP. AS FAR OR STRAIGHT. FOR THIS REASON, OUR STUDY REFLECTS WHAT WE DETERMINE TO BE "A WORSE CASE SCENARIO" AT THE LISTED SPECIFICATIONS. THE BAT WAS SELECTED BY POPULARITY.





BASEBALL DESIGN TRAJECTORY

FOR THIS STUDY, FOR THE PURPOSE OF ESTIMATING THE HIGHEST LEVEL OF PLAY, WE UTILIZED BOYS' VARSITY LEVEL HIGH SCHOOL BASEBALL STATISTICAL INFORMATION. HOWEVER, IT IS IMPORTANT TO NOTE IT IS POSSIBLE FOR A PERSON TO SWING WITH FASTER SPEEDS RESULTING IN THE BALL TRAVELING A GREATER DISTANCE. FOR EXAMPLE:

ON AN AVERAGE, 53.8 BALLS ARE HIT FOUL DURING A GAME.
PRACTICES, HOME-RUN CONTESTS MAY VARY FROM THIS NUMBER. ON AVERAGE, AT LEAST 30 BALLS ARE HIT OUTSIDE OF THE PLAYING FIELD SURFACE AREA. USUALLY THERE IS AT LEAST ONE HOME RUN HIT PER GAME.

IN REALITY, THE NUMBER OF VARIABLES THAT FACTOR INTO THE HEIGHT AND DISTANCE THAT A BASEBALL MAY TRAVEL ARE ENDLESS. THIS INCLUDES SHORT "POP-UPS", SLICED OUR DRAWN FOUL BALLS," LINE-DRIVES" ETC. FOR THE PURPOSE OF THIS STUDY, WE CREATED A TRAJECTORY GRAPH THAT BEST DEPICTS THE FLIGHT OF THE BALL AS DEFINED IN OUR WORST-CASE DATA OF INFORMATION FOR THIS LEVEL OF PLAYER. THE SWING PLAIN, THE ANGLE THAT THE BALL COMES IN CONTACT, THE SPEED OF THE PITCH, WIND CONDITIONS, ALTITUDE ARE JUST AN EXAMPLE OF A FEW VARIABLES IN BASEBALL TRAJECTORIES.

ALSO, IF A BASEBALL PLAYER
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MARSHALLING.

THE EQUIPMENT UTILIZED IS SPECIFIC. NEW TECHNOLOGY IS CONSTANTLY IMPROVING BASEBALL EQUIPMENT AND WITH THAT FACT, PLAYERS WILL HAVE AN INCREASED ABILITY TO HIT THE BALL FURTHER AND HIGHER. FOR THIS REASON, TANNER CONSULTING GROUP RECOMMENDS THAT THE FACILITY HAS ENGINEERING FOR EXPENDABILITY IN THE NETTING SYSTEM.

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NSULTING GRO

SALL TRAJECTORY

HUGHSON UNIFIED SCHOOL DISTRICT LEBRIGHT ELEMENTARY SCHOOL PONY LEAGUE FIELD 6937 FOX ROAD 6937 FOX ROAD 6937 FOX ROAD

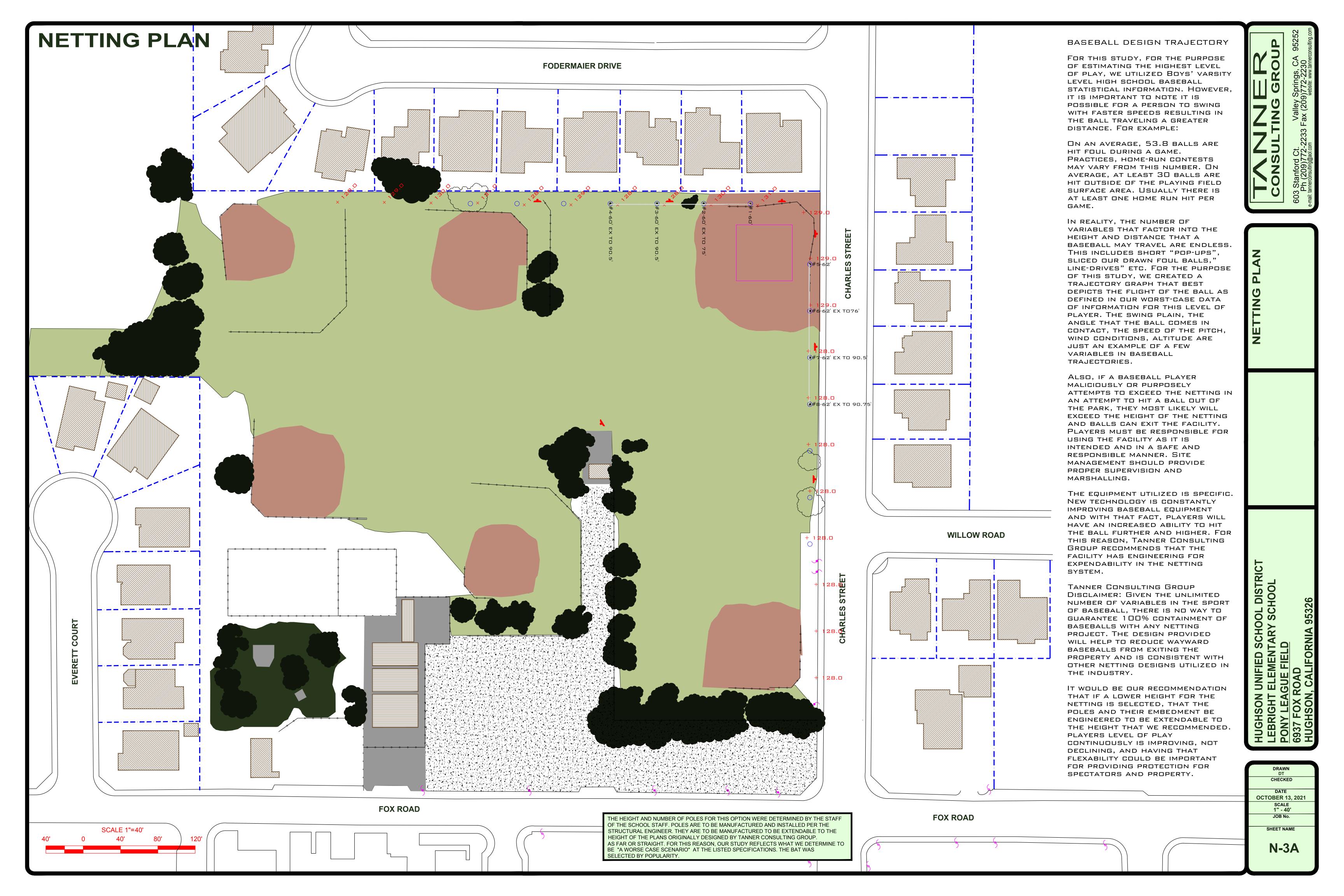
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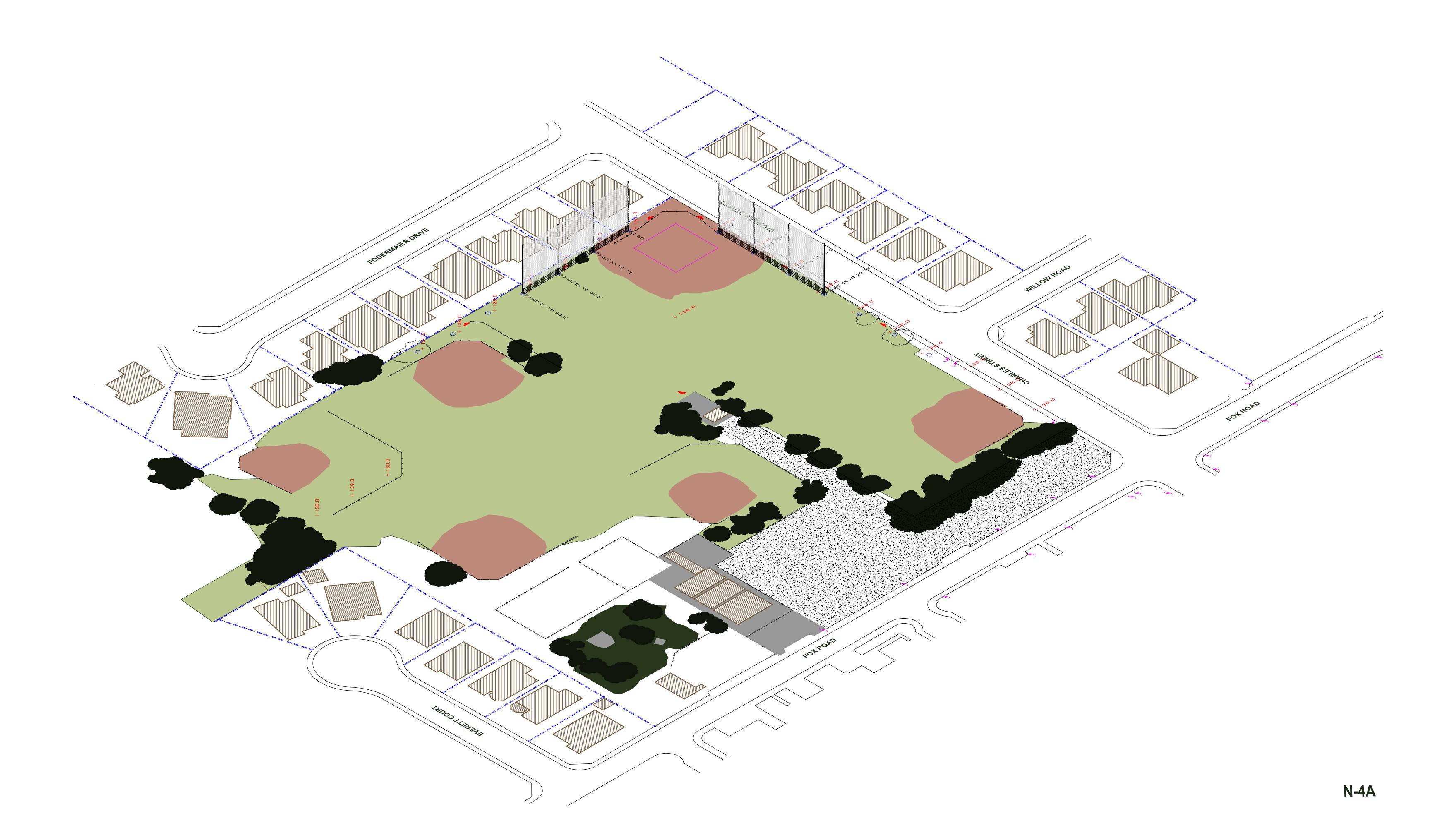
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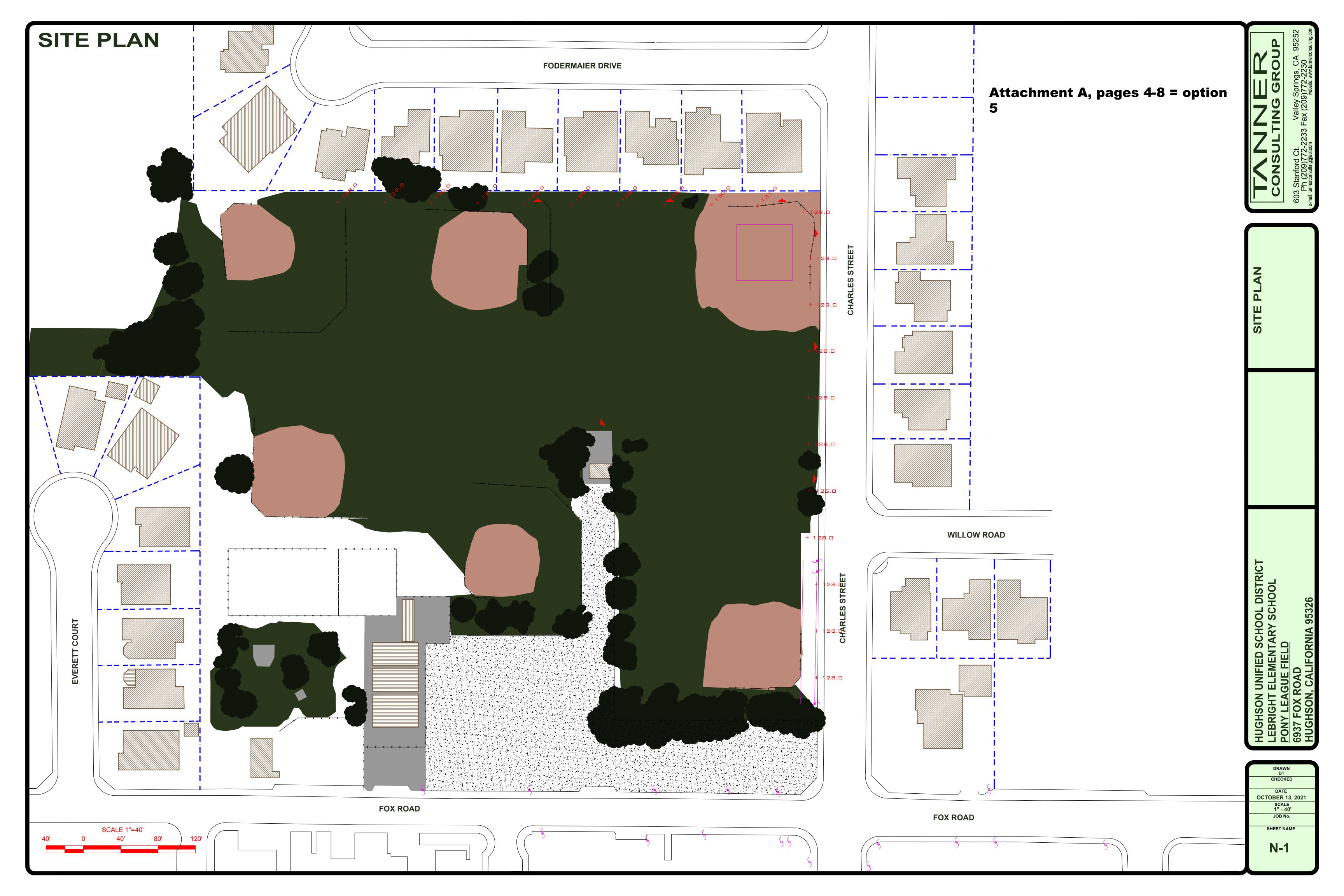
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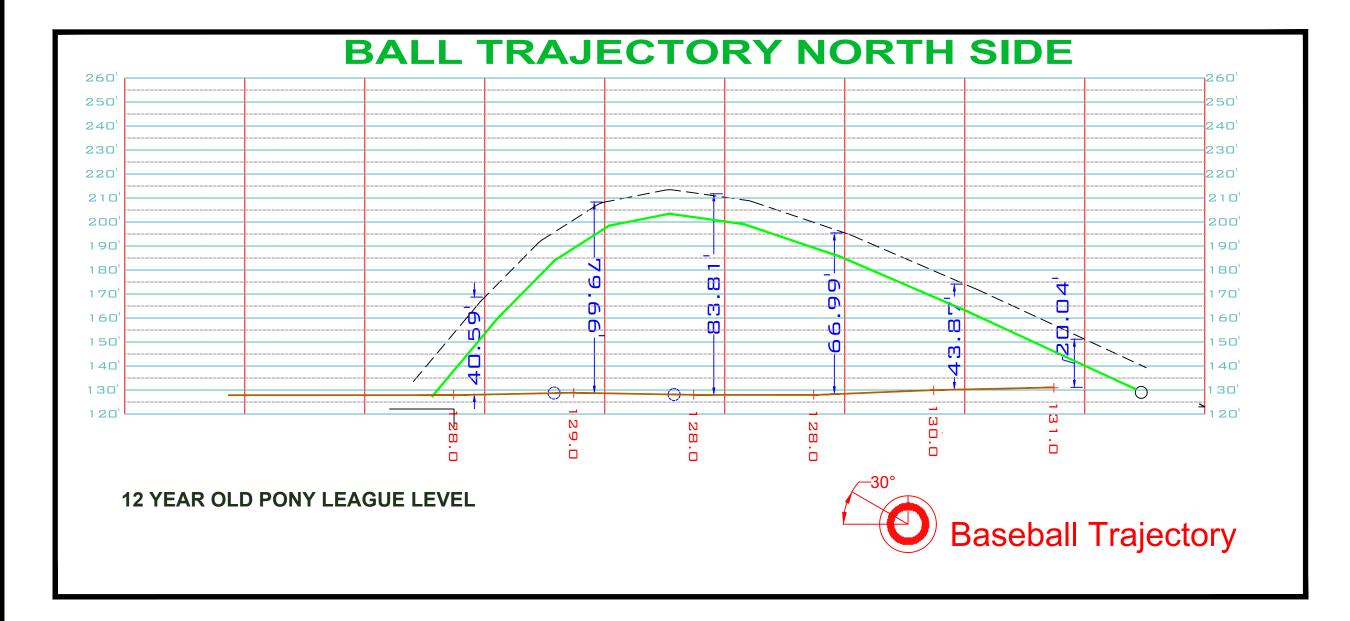
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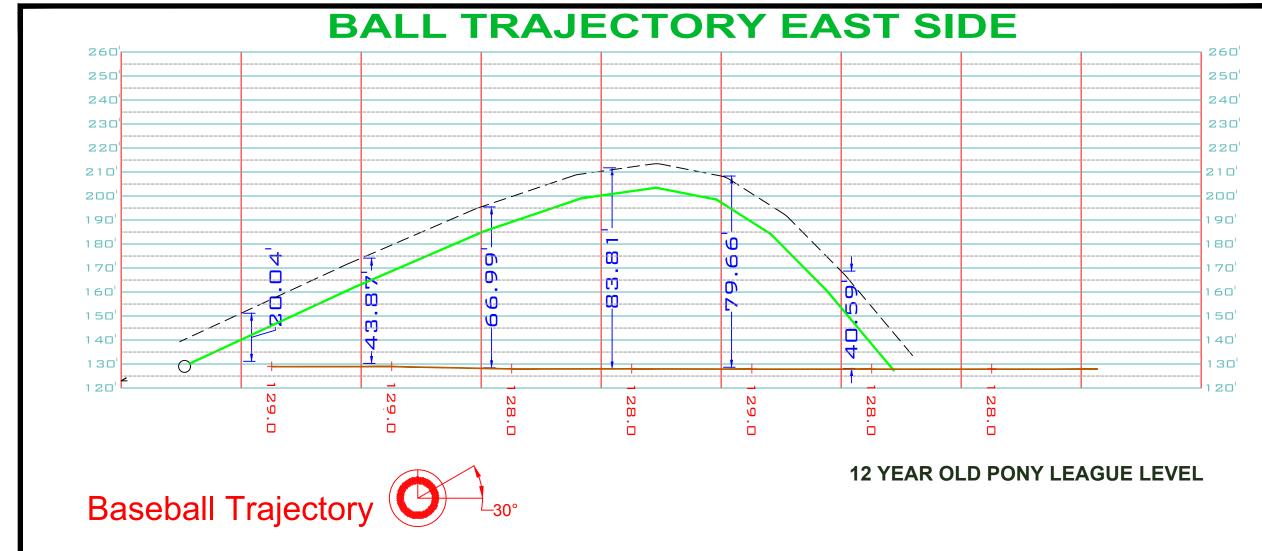






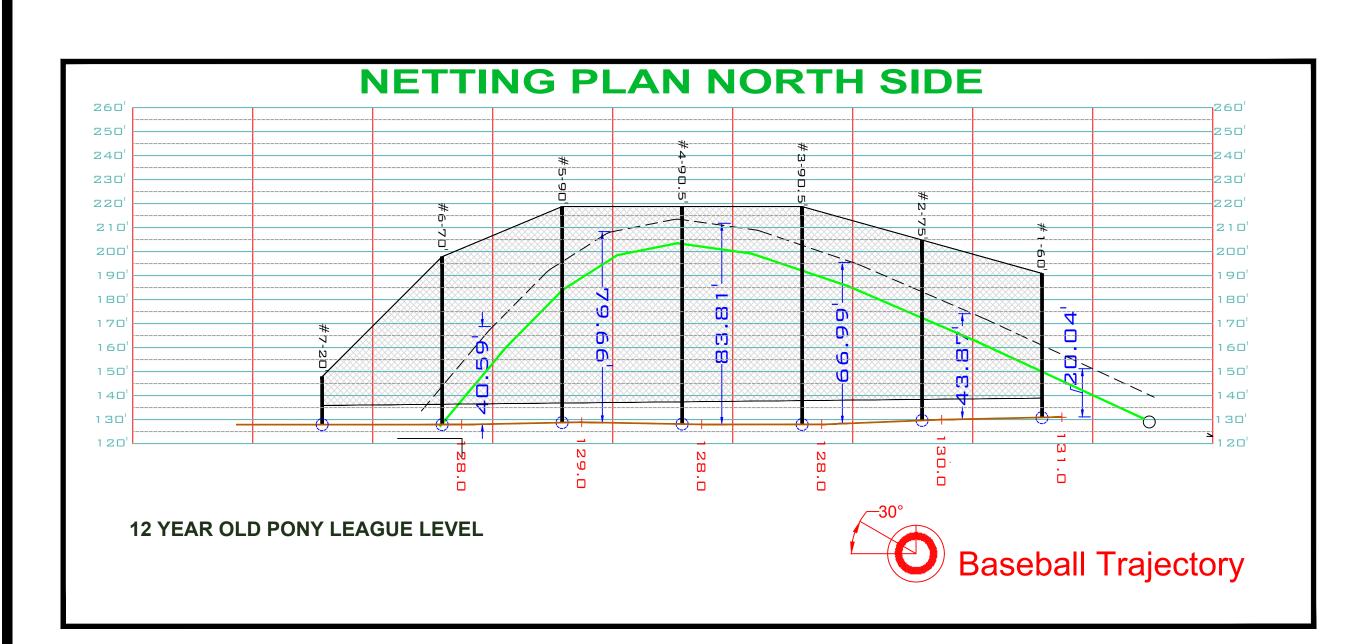
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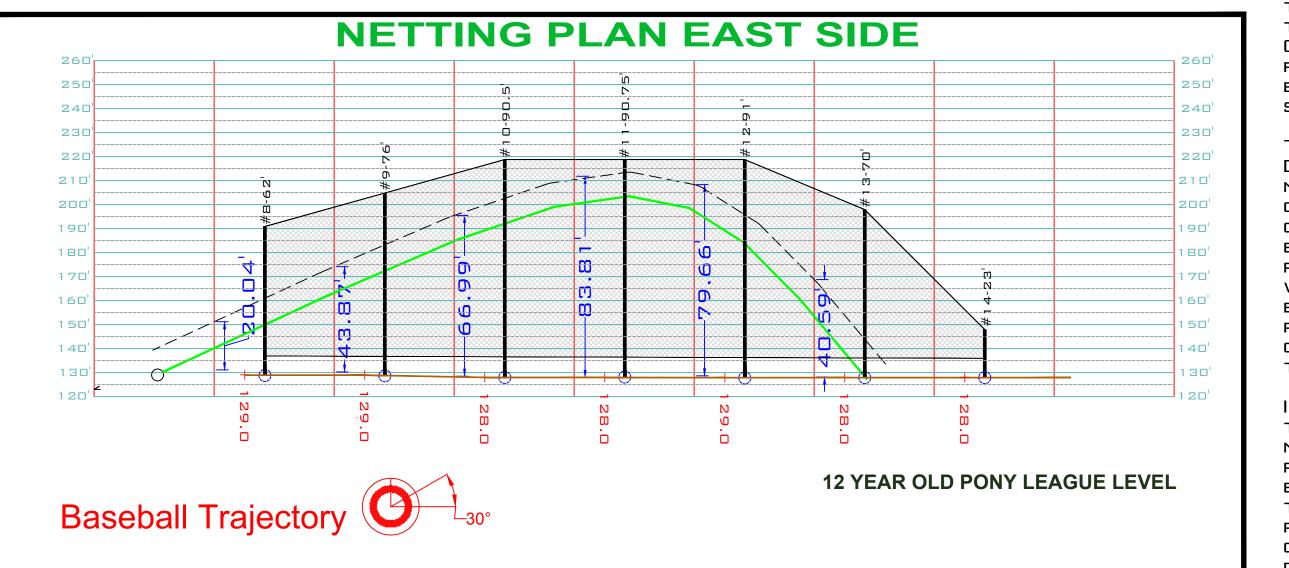




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603 Stanford Ct. Valley Springs, C. Ph (209)772-2233 Fax (209)772-2230

SITE PLAN

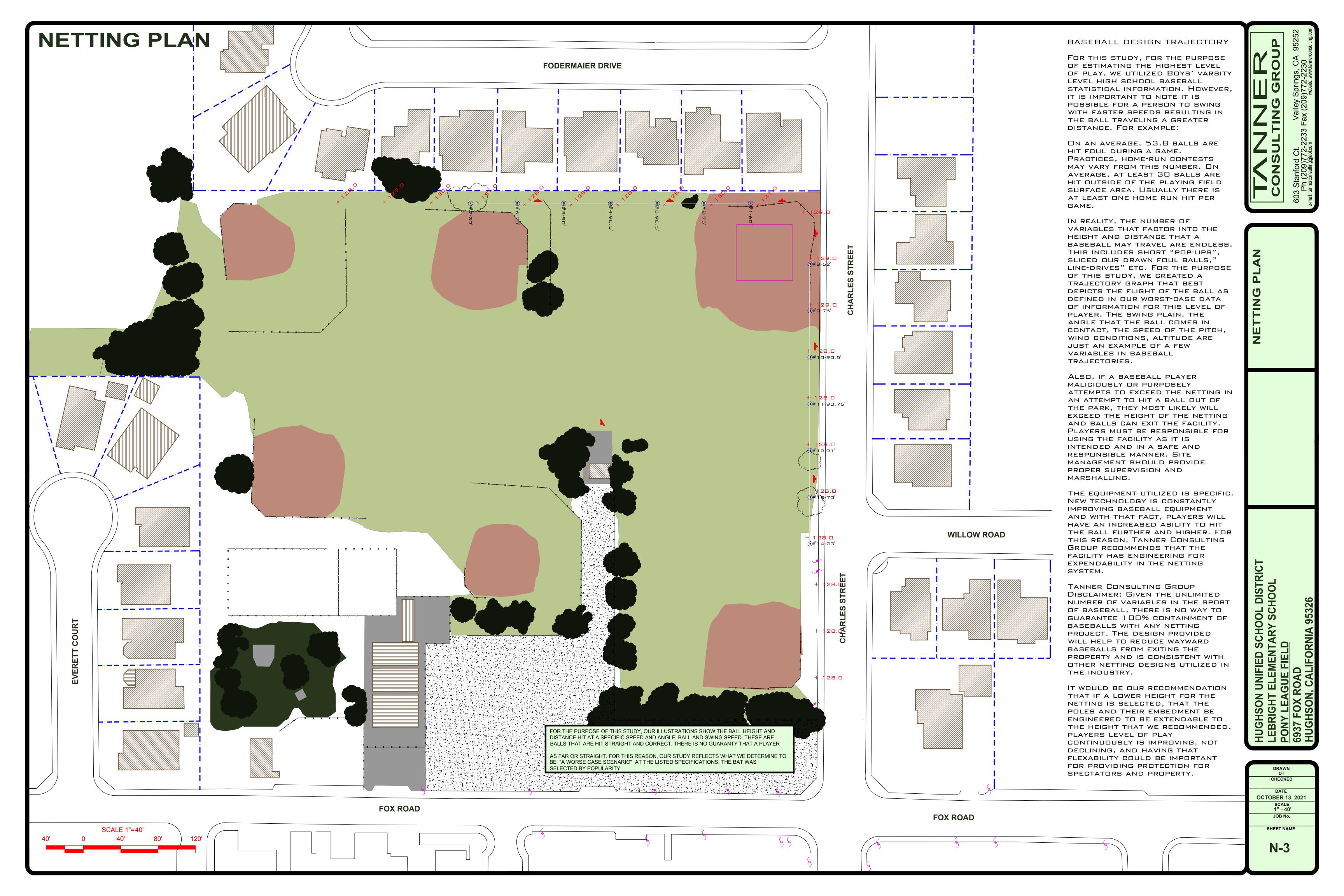
HUGHSON UNIFIED SCHOOL DISTRICT LEBRIGHT ELEMENTARY SCHOOL PONY LEAGUE FIELD 6937 FOX ROAD 6937 FOX ROAD

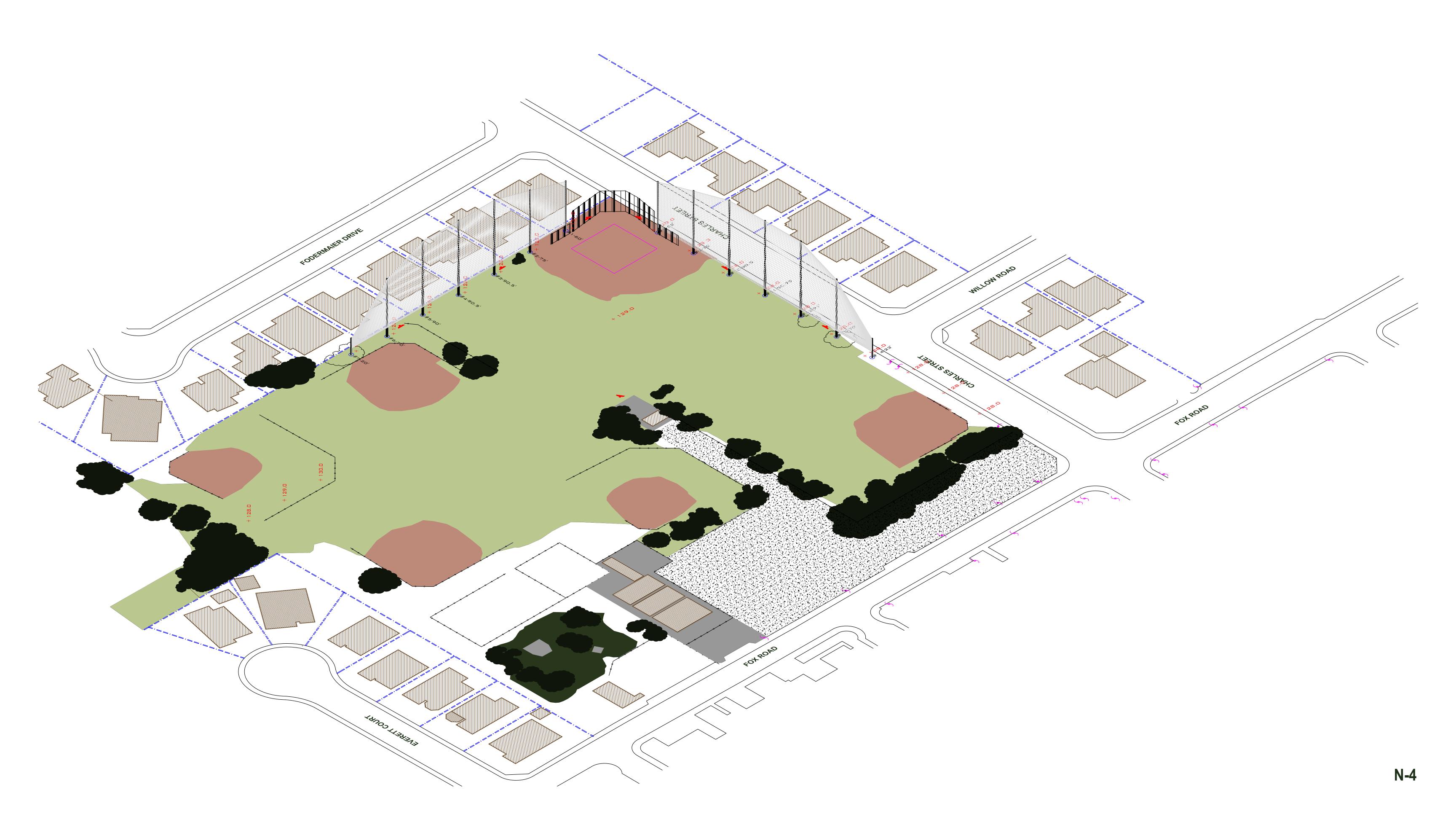
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FINAL PLAN
HUGHSON, CA

