



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

**AGENDA
MONDAY, AUGUST 8, 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=m0ee315da6219b36ddd937615d83c5e68>

Meeting Number: 2554 495 3890

Password: tpFJPxPK487
(87357975 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 roll call vote.

3.1: Approve the Minutes of the Regular Meeting of July 25, 2022.

3.2: Approve the Warrants Register.

3.3: Approve the Amended Employment Contract with Merry Mayhew for the Position of City Manager, Effective June 1, 2022.

3.4: Approval of the Treasurer's Report for April 2022.

3.5: Approval of the Treasurer's Report for May 2022.

3.6: Approval to Purchase and Install Three Carports for a Total Cost of \$31,883.

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS:

6.1: Approve the Hughson Economic Development Committee Recommendation to Create Shadow Art on Sidewalks in the Hughson Downtown Project area.

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager:

Deputy City Clerk:

Acting Community Development Director:

Director of Finance and Administrative Services:

Police Services:

City Attorney:

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

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

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

9.1: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One (1) case

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:

August 9	<ul style="list-style-type: none"> ▪ Parks, Recreation and Entertainment Commission Meeting, City Council Chambers, 6:00 PM <i>Cancelled</i>
August 12	<ul style="list-style-type: none"> ▪ Close of Candidate Nomination Period 5:00 PM – Gubernational General Election – Tuesday, November 8, 2022, 8:00 AM
August 13	<ul style="list-style-type: none"> ▪ Open of Candidate Nomination Extension Period – If Applicable Gubernational General Election – Tuesday, November 8, 2022, 8:00 AM
August 16	<ul style="list-style-type: none"> ▪ Planning Commission Meeting, City Council Chambers, 6:00 PM

August 17	<ul style="list-style-type: none"> ▪ Close of Candidate Nomination Extension Period – If Applicable Gubernatorial General Election – Tuesday, November 8, 2022, 8:00 AM
August 22	<ul style="list-style-type: none"> ▪ Economic Development Committee Meeting, City Hall, 4:30 PM
August 22	<ul style="list-style-type: none"> ▪ City Council Meeting, City Council Chambers/WebEx Videoconference/YouTube Live Stream, 6:00 PM

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

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

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

AFFIDAVIT OF POSTING

DATE: August 5, 2022 **TIME:** 1:00 PM
NAME: Ashton Gose **TITLE:** Deputy City Clerk



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

Meeting Date: August 8, 2022
Subject: Approval of the City Council Minutes
Presented By: Ashton Gose, Deputy City Clerk
Approved By: Merry Mayhew
City Manager

Staff Recommendation:

Approve the Minutes of the Regular Meeting of July 25, 2022.

Background and Overview:

The draft minutes of the meeting on July 25, 2022 are prepared for the Council's review.



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

**MINUTES
MONDAY, JULY 25, 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
Carla Jauregui, Community Development Director
Sarah Chavarin, Accounting Manager
Fidel Landeros, Chief of Police
Jose Vasquez, Public Works Superintendent
Jaime Velazquez, Utilities Superintendent

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

Susan Thomas and Pat Portwood provided comments regarding the Stanislaus Library Foundation.

2. PRESENTATIONS: NONE.

3. CONSENT CALENDAR:

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special

consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

- 3.1:** Approve the Minutes of the Regular Meeting of July 11, 2022.
- 3.2:** Approve the Warrants Register.
- 3.3:** Adopt Resolution No. 2022-35, Approving the Agreement for Property Tax Consulting/Audit Services with HdL Coren & Cone for Property Tax Management, Audit and Information Services.
- 3.4:** Adopt Resolution No. 2022-36, Approving the Agreement for Special Services with Liebert Cassidy Whitmore Allowing the City to Become Part of the San Joaquin Valley Employment Relations Consortium.
- 3.5:** Adopt Resolution No. 2022-37, Confirming Diagrams, Assessments and Reports and Levying Assessments for Fiscal Year 2022-2023 for the Community Facilities District within the City of Hughson.

Mayor Carr requested consent calendar item number 3.6 by pulled for special consideration.

CARR/HILL 5-0-0-0 motion passes to approve the consent calendar excluding item number 3.6, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

- 3.6:** Adopt Resolution No. 2022-38, Ratifying the Agreement with KB Home to Extend the Warranty Bond for the Parkwood Subdivision from One Year to Two Years.

BUCK/HILL 5-0-0-0 motion passes to adopt Resolution No. 2022-38, Ratifying the Agreement with KB Home to Extend the Warranty Bond for the Parkwood Subdivision from One Year to Two Years, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

- 5.1:** Adopt Resolution No. 2022-39, Confirming Diagrams, Assessments and Reports and Levying Assessments for Fiscal Year 2022-2023 for All

Landscape and Lighting Districts and All Benefit Assessment Districts within the City of Hughson.

Director Nicholas presented the staff report on this item.

Mayor Carr opened the public hearing at 6:19 PM. There was no public comment. Mayor Carr closed the public hearing at 6:19 PM.

CARR/HILL 5-0-0-0 motion passes to adopt Resolution No. 2022-39, Confirming Diagrams, Assessments and Reports and Levying Assessments for Fiscal Year 2022-2023 for All Landscape and Lighting Districts and All Benefit Assessment Districts within the City of Hughson, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

6. NEW BUSINESS:

- 6.1:** Approve the Contract Employee Agreement with Denise Schiefer to provide Planning and Building Program services for the period of August 1, 2022, through June 30, 2023.

City Manager Mayhew presented the staff report on this item.

Mayor Carr opened public comment at 6:23 PM. There was no public comment. Mayor Carr closed public comment at 6:23 PM.

HILL/BAWANAN 5-0-0-0 motion passes to approve the Contract Employee Agreement with Denise Schiefer to provide Planning and Building Program services for the period of August 1, 2022, through June 30, 2023, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager:

City Manager Mayhew provided an update regarding the Hughson Economic Development Committee, ARPA Projects, and the Stanislaus Regional Transit Authority.

Community Development Director:

Director Jauregui provided an update regarding the Well 7 Replacement Project, the Meter Replacement Project, the Tully Road Sewer Project, and the Parkwood Subdivision.

Director of Finance and Administrative Services:

Director Nicholas provided a reminder regarding the City Volunteer and Internship Program. She informed the Council that the most recent sales tax update is located on the City website. She also provided an update regarding the most recent water shut offs.

Police Services:

Chief Landeros provided the City Council with the latest Crime Statistic Report. He also provided a reminder regarding National Night Out on August 2, 2022.

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

Councilmember Bawanan announced that the Annual Christmas Parade will be held on December 3, 2022. He thanked City staff, and Hughson Police Services for their continued hard work.

Councilmember Buck attended a Hughson Economic Development Committee meeting on July 25, 2022.

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

Mayor Carr provided a reminder regarding National Night Out on August 2, 2022.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:**9.1: CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representative: Mayor George Carr

Unrepresented employee: City Manager

No reportable action.

ADJOURNMENT:

HILL/BUCK 5-0-0-0 motion passes to adjourn the regular meeting of July 25, 2022, at 6:49 PM with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

APPROVED:

GEORGE CARR, Mayor

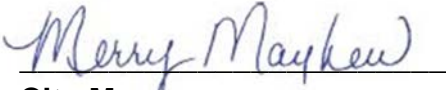
ATTEST:

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: August 8, 2022
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Anna Nicholas, Director of Finance
Approved By: 
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 July 21, 2022, through August 3, 2022.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

Check Report

By Check Number

Date Range: 07/21/2022 - 08/03/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Payable Bank-Payable Bank						
01257	1ST SECURITY & SOUND INC	07/22/2022	Regular	0.00	149.85	55542
5973	Invoice	07/01/2022	MONITORING	0.00	149.85	
00016	ABS PRESORT	07/22/2022	Regular	0.00	1,043.21	55543
128419	Invoice	07/12/2022	BILL PRINTING- July	0.00	1,043.21	
00032	AFLAC	07/22/2022	Regular	0.00	461.01	55544
081207	Invoice	07/14/2022	AFLAC	0.00	461.01	
00049	ALLIED ADMINISTRATORS	07/22/2022	Regular	0.00	2,165.36	55545
AUG2022	Invoice	07/01/2022	DELTA DENTAL - FOR AUGUST 2022	0.00	2,165.36	
01603	Amazon Capital Services, Inc.	07/22/2022	Regular	0.00	94.88	55546
1XRH-3L9X-KGR9	Invoice	07/10/2022	2022 National Night Out Goodie Bags	0.00	94.88	
00094	AT&T MOBILITY	07/22/2022	Regular	0.00	450.22	55547
287303621604x0...	Invoice	07/02/2022	PHONES	0.00	450.22	
00104	AYERA TECHNOLOGIES INC.	07/22/2022	Regular	0.00	84.00	55548
379055	Invoice	07/01/2022	Net Service	0.00	84.00	
00284	CHARTER COMMUNICATION	07/22/2022	Regular	0.00	343.80	55549
0013555070122	Invoice	07/01/2022	IP ADDRESS- PINE ST	0.00	250.91	
0054047071022	Invoice	07/10/2022	IP ADDRESS- 1ST	0.00	92.89	
00305	CITY OF HUGHSON	07/22/2022	Regular	0.00	5,953.27	55550
JULY2022	Invoice	07/01/2022	LLDS & STARN PARK - July 2022	0.00	5,953.27	
01538	Colonial Life	07/22/2022	Regular	0.00	626.54	55551
54059070701848	Invoice	07/01/2022	Colonial Life	0.00	626.54	
00364	CSJVRMA	07/22/2022	Regular	0.00	191,341.00	55552
RMA 2023-0022	Invoice	07/01/2022	2022/2023 1st Qtr Deposits	0.00	191,341.00	
00463	EXPRESS PERSONNEL SERVICE	07/22/2022	Regular	0.00	2,556.26	55553
27437703	Invoice	07/06/2022	Extra Help- PW	0.00	2,556.26	
00464	EZ NETWORK SOLUTIONS	07/22/2022	Regular	0.00	3,863.25	55554
41394	Invoice	07/05/2022	IT SERVICES	0.00	1,533.81	
41395	Invoice	07/05/2022	IT SERVICES	0.00	2,329.44	
01322	GOSE, ASHTON	07/22/2022	Regular	0.00	119.15	55555
INV0007480	Invoice	07/14/2022	GOODIE BAG ITEMS FOR 2022 NATIONAL NI...	0.00	119.15	
00546	GRANITE TELECOMMUNICATION	07/22/2022	Regular	0.00	1,426.03	55556
566806388	Invoice	07/01/2022	PHONES	0.00	1,426.03	
00570	HARRIS & ASSOCIATES	07/22/2022	Regular	0.00	4,489.65	55557
53557	Invoice	07/14/2022	Annual Admin LLMD 22/23	0.00	4,489.65	
00611	Mid Valley Publications	07/22/2022	Regular	0.00	129.50	55558
339267	Invoice	07/05/2022	Design Review Parkwood, Forever instone L...	0.00	129.50	
00822	NESTLE WATERS	07/22/2022	Regular	0.00	9.50	55559
02G6703905050	Invoice	07/19/2022	Water for City Hall	0.00	9.50	
00855	OPERATING ENGINEERS LOCAL	07/22/2022	Regular	0.00	324.00	55560
7/2022-1	Invoice	07/01/2022	LOCAL UNION DUES #3	0.00	324.00	

Check Report

Date Range: 07/21/2022 - 08/03/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01552	Opportunity Stanislaus	07/22/2022	Regular	0.00	10,000.00	55561
3097.2	Invoice	07/01/2022	Opportunity Stanislaus MOU - FY 2022-2023	0.00	10,000.00	
01000	SEEGER'S	07/22/2022	Regular	0.00	1,121.90	55562
0139390-IN	Invoice	07/15/2022	MAGNETS- WATER SCHEDULE	0.00	1,121.90	
01049	STANISLAUS COUNTY	07/22/2022	Regular	0.00	3,648.68	55563
FY 22-23 Hughson	Invoice	07/01/2022	LAFCO Annual Fees	0.00	3,648.68	
01090	SUTTER HEALTH PLUS	07/22/2022	Regular	0.00	17,045.94	55564
2170020	Invoice	07/01/2022	MEDICAL INSURANCE- FOR AUG 2022	0.00	17,045.94	
01144	TROPHY WORKS	07/22/2022	Regular	0.00	48.54	55565
911199	Invoice	07/11/2022	Name plate and Desk Set	0.00	48.54	
01206	WARDEN'S OFFICE	07/22/2022	Regular	0.00	230.73	55566
2079920-1	Invoice	07/06/2022	MISC OFFICE SUPPLIES	0.00	10.08	
2080733-0	Invoice	07/06/2022	MISC OFFICE SUPPLIES	0.00	150.21	
2081265-0	Invoice	07/15/2022	MISC OFFICE SUPPLIES	0.00	70.44	
01285	ZAVALA, JESUS	07/22/2022	Regular	0.00	380.00	55567
INV0007481	Invoice	07/09/2022	SENIOR CENTER RENTAL DEPOSIT ZAVALA	0.00	380.00	
01538	Colonial Life	07/22/2022	Regular	0.00	626.54	55568
54059070601921	Invoice	06/01/2022	Colonial Life	0.00	626.54	
01570	CSG Consultants	07/22/2022	Regular	0.00	6,187.50	55569
45037	Invoice	06/01/2022	Contract Services Planning/Building	0.00	6,187.50	
01340	DIVISION OF THE STATE ARCHITECT	07/22/2022	Regular	0.00	72.00	55570
INV0007482	Invoice	06/01/2022	Disability Access & Education Fee 2nd Qtr 20...	0.00	20.40	
INV0007483	Invoice	03/01/2022	Disability Access & Education Fee 1st Qtr 20...	0.00	51.60	
00901	PREFERRED ALLIANCE, INC.	07/22/2022	Regular	0.00	104.49	55571
0175341-IN	Invoice	06/30/2022	OFF-SITE PARTICIPANT	0.00	104.49	
00543	W.W. GRAINGER, INC.	07/22/2022	Regular	0.00	73.70	55572
9352612064	Invoice	06/21/2022	Chisel Bit	0.00	73.70	
01249	WORLD OIL ENVIRONMENTAL SERVICES	07/22/2022	Regular	0.00	165.00	55573
I500-00829843	Invoice	05/31/2022	Non- Conforming Oil Filters	0.00	165.00	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	07/29/2022	Regular	0.00	224.12	55574
INV0007494	Invoice	08/01/2022	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	224.12	

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	38	33	0.00	255,559.62
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
	38	33	0.00	255,559.62

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	38	33	0.00	255,559.62
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
	38	33	0.00	255,559.62

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	7/2022	255,559.62
			255,559.62



UBPKT02550 - 2022-7-20 Refunds

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
13-3400-002	Compliance, Holtzclaw	7/20/2022	55537	28.87			28.87	Deposit
14-0640-001	GONZALEZ, ALBERTO & ELIZ	7/20/2022	55538	20.82			20.82	Deposit
14-2750-001	SARKOVICS, JERRY	7/20/2022	55539	67.95			67.95	Deposit
15-2880-001	JACKSON, MIKE	7/20/2022	55540	9.94			9.94	Deposit
15-3200-001	PERALTA, ALEX & MAYRA	7/20/2022	55541	40.88			40.88	Deposit
Total Refunds: 5				Total Refunded Amount:	168.46			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	168.46
Revenue Total:	168.46

General Ledger Distribution

Posting Date: 07/22/2022

	Account Number	Account Name	Posting Amount	IFT
Fund:	510 - WATER/SEWER DEPOSIT			
	510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	-168.46	Yes
	510-11040	CUSTOMER CREDITS	168.46	
	510 Total:		0.00	
Fund:	999 - POOLED CASH/CONSOLIDATED CASH			
	999-10010	CASH IN BANK-MONEY MARKET	-168.46	
	999-20000	DUE TO OTHER FUNDS (POOLED CASH)	168.46	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



CITY COUNCIL AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: August 8, 2022
Subject: Consideration to Approve the Amended Employment Contract with Merry Mayhew for the Position of City Manager, Effective June 1, 2022
Presented By: Daniel J. Schroeder, City Attorney

Staff Recommendation:

Approve the amended employment contract with Merry Mayhew, City Manager, effective June 1, 2022.

Background and Discussion:

On June 1, 2020, Ms. Mayhew was employed as the City Manager for the City of Hughson. Upon completion of her annual performance evaluation on June 13, 2022, the City Council completed negotiations ("Negotiations") with Ms. Mayhew on July 25, 2022, for new/additional terms to Ms. Mayhew's employment contract.

Attached to this staff report is the amended employment contract resulting from the Negotiations. Changes to the terms of the contract include salary, a one year extension of the term to May 2024, and the addition of language for annual evaluations. The revised salary is at Range 201, Step C of the City's Salary Schedule, a base monthly salary of twelve thousand ninety-eight dollars and eighty-six cents (\$12,098.86).

Fiscal Impact:

There are adequate appropriations in the City's Adopted Budget for Fiscal Year 2022-2023 to cover the terms of the employment contract.

SECOND AMENDED AND RESTATED EMPLOYMENT CONTRACT

THIS SECOND AMENDED AND RESTATED EMPLOYMENT CONTRACT ("Contract") is made and entered into this 8th day of August, 2022, by and between the City of Hughson, California, a general law city organized under the laws of the State of California, hereinafter called "Employer," and Merry Mayhew, hereinafter called "Employee", and is effective as of June 1, 2022 ("Effective Date").

The parties agree as follows:

SECTION 1. DUTIES.

A. General.

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

SECTION 2. TERM.

A. The term of this Contract shall be for two (2) years, commencing the Effective Date and terminating at 11:59 P.M. on May 31, 2024.

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

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

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

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

SECTION 3. DISABILITY.

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

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

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

SECTION 4. SALARY.

Employer agrees to pay Employee, effective June 1, 2022, for her duties, at Range 201, Step C of the City's Salary Schedule which as of the Effective Date of this Contract through May 30, 2023, is a base monthly salary of twelve thousand ninety eight dollars and eighty-six cents (\$12,098.86), payable in installments at the same time as other Employees of the Employer are paid. Thereafter, Employee shall receive a five percent (5%) step increase in Base Salary each June 1 upon receiving a performance evaluation of at least satisfactory. After the execution of this Contract, if the Employer provides a cost of living adjustment ("COLA") to all employees of the City, Employee shall be entitled to the same COLA. For purposes of calculating future base monthly salary increases as a result of a COLA, the amount of the COLA shall be applied only to the base month salary set forth in the City Salary Schedule. The City Council shall have the discretion to increase Employee's base monthly salary at any time.

SECTION 5. HOURS OF WORK.

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

SECTION 6. AUTOMOBILE ALLOWANCE.

Employee shall receive an automobile allowance of \$460.00 per month for the general business use of her personal vehicle, however, Employer shall also reimburse Employee at the IRS standard mileage rate for any business use of her personal vehicle for any single business trip totaling more than 100 miles. Employee may, at her discretion, use a City vehicle for business purposes.

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

SECTION 7. TERMINATION

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

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

SECTION 8. SEVERANCE PAY

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

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

SECTION 9. VACATION AND SICK LEAVE.

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

SECTION 10. DISABILITY, HEALTH AND LIFE INSURANCE.

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

SECTION 11. RETIREMENT.

The Employer shall provide a qualified 457 deferred compensation plan for Employee's continued participation, and in addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to two per-cent (2%) of Employee's base salary into the designated plan on Employee's behalf, in equal proportionate amounts each pay period.

SECTION 12. DUES AND SUBSCRIPTIONS.

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

SECTION 13. PROFESSIONAL DEVELOPMENT.

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

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

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

D. Employer will perform a written annual performance evaluation within 30 days of June 1, of each year of this Contract. In the event that Employer fails to timely perform the evaluation, Employee may issue a written notice under Section 7.H demanding that the Employer perform the evaluation within 30 days of the date of the written notice. In the event

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

SECTION 14. REIMBURSEMENT OF EXPENSES.

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

SECTION 15. INDEMNIFICATION.

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

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

SECTION 16. BONDING.

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

SECTION 17. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

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

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

SECTION 18. NOTICES.

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

- (1) Employer: Mayor,
City of Hughson, P.O. Box 9,
Hughson, CA 95326
- (2) Employee: Merry Mayhew
1901 Wallace Avenue
Ceres, CA 95307

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

SECTION 19. GENERAL PROVISIONS.

A. The text herein shall constitute the entire Contract between the parties.

B. This Contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Contract shall become effective on the date first written above.

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

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

"EMPLOYER"

CITY OF HUGHSON

By: _____
GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

APPROVED AS TO FORM:

DANIEL J. SCHROEDER, City Attorney

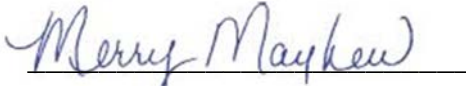
"EMPLOYEE"

MERRY MAYHEW



CITY COUNCIL AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: August 8, 2022
Subject: Approval of the Treasurer's Report for April 2022
Enclosure: Treasurer Report, April 2022
Presented By: Ashton Gose, Management Analyst
Approved By: 
City Manager

Staff Recommendation:

Review and approve the City of Hughson Treasurer's Report for April 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 April 2022, the City of Hughson has a cash and investment balance total of \$27,658,226 with \$2,697,360 invested. All investment actions executed since the last report have been made in full compliance with 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 April 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 April 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 submits the following detailed explanation for April 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 \$644 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 April 2022, the City's cash, and investments total \$27,658,226. This compares to an April 2021 balance of \$24,789,120 and represents an increase of \$2,869,105.

**City of Hughson
Treasurer's Report
April 2022**

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	\$ 24,843,190.65	\$ 358,025.86	\$ -	\$ 25,201,216.51
Adjustment	\$ 25.53	\$ 287.81		
Outstanding Deposits +	\$ 82,695.26	\$ 5,921.41	\$ -	\$ 88,616.67
Outstanding Checks/transfers -	\$ (897.10)	\$ (328,070.76)	\$ -	\$ (328,967.86)
ADJUSTED TOTAL	\$ 24,925,014.34	\$ 36,164.32	\$ -	\$ 24,960,865.32
Investments: Various				\$ 1,079,971.38
Multi-Bank WWTP				\$ 1,532,222.83
Investments: L.A.I.F.		\$ 42,650.91	\$ 42,515.26	\$ 85,166.17

General Ledger Adjustments

Wages Payable 0.00

TOTAL CASH & INVESTMENTS **\$ 27,658,225.70**

<u>Books - All Funds</u>	<u>April 2021</u>	<u>April 2022</u>	<u>Difference</u>	<u>% of Variance</u>
100 GENERAL FUND	3112017.36	3651851.74	539,834.38	17.35%
105 GENERAL FUND CONTINGENCY RESERVE	977101.34	1068714.85	91,613.51	9.38%
110 FIXED ASSETS	0	0	0.00	n/a
210 SEWER	2389923.03	3484647.18	1,094,724.15	45.81%
215 SEWER FIXED ASSET REPLACEMENT	4903484.31	5111437.78	207,953.47	4.24%
220 SEWER DEV IMPACT FEE	-757310.06	8600.62	765,910.68	101.14%
225 WWTP Expansion 2008	665724.38	-285933.3	-951,657.68	-142.95%
240 WATER	338513.37	745713.93	407,200.56	120.29%
245 Water TCP123	2804264.36	3706718.92	902,454.56	32.18%
250 WATER DEV IMPACT FEE	164376.17	380574.82	216,198.65	131.53%
255 Water Fixed Asset Replacement	3252957.87	-66121.7	-3,319,079.57	-102.03%
270 COMMUNITY/SENIOR CENTER	9513.76	20399	10,885.24	114.42%
280 U.S.F. Resource Com. Center	389.21	-2748.11	-3,137.32	-806.07%
310 Garbage/Refuse	92412.89	126005.8	33,592.91	36.35%
320 GAS TAX 2103	140240.3	181041.02	40,800.72	29.09%
321 GAS TAX 2105	71928.02	86967.05	15,039.03	20.91%
322 GAS TAX 2106	-4053.04	-19644.32	-15,591.28	-384.68%
323 GAS TAX 2107	44550.19	44878.81	328.62	0.74%
324 GAS TAX 2107.5	2922.14	3922.14	1,000.00	34.22%
325 Measure L SALES TAX-ROADS	629053.57	1104609.58	475,556.01	75.60%
326 SB-1 ROADS MAINTENANCE REHABILITATION	284799.38	427675.04	142,875.66	50.17%
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	193807.15	243677.7	49,870.55	25.73%
371 TRENCH CUT FUND	3093.6	222093.6	219,000.00	7079.13%
372 IT RESERVE	103921.62	114306.45	10,384.83	9.99%
373 SELF-INSURANCE	73303.49	73303.49	0.00	0.00%
374 DIABILITY ACCESS AND EDUCATION	2690.28	3915.2	1,224.92	45.53%
380 CLAIM ON CASH-CLFRF/ARPA	0	843450.14	843,450.14	#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	36322.85	34110.41	-2,212.44	-6.09%
384 SUPPLEMENTAL LAW ENFORCEMENT SERVICE I	382341.23	556908.89	174,567.66	45.66%
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-438 Grant	403.43	403.43	0.00	0.00%
392 94-STBG-799 HOUSING REHAB	228197.94	229560.46	1,362.52	0.60%
393 HOME Program Grant (FTHB)	35043.29	35043.29	0.00	0.00%
394 96-STBG-1013 Grant	211176.22	210794.1	-382.12	-0.18%
395 CALHOME REHAB	40000	40000	0.00	0.00%
410 LOCAL TRANSPORTATION	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	-54686.39	-55330.1	-643.71	-1.18%
450 STORM DRAIN DEV IMPACT FEE	623183.19	774430.02	151,246.83	24.27%
451 PUBLIC FACILITY DEV IMPACT FEE	1520738.01	1678777.43	158,039.42	10.39%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	237936.83	462704.42	224,767.59	94.47%
453 PARK DEV IMPACT FEE	647757.43	779769.84	132,012.41	20.38%
454 PARKLAND IN LIEU	503967.05	610393.64	106,426.59	21.12%

510 WATER/SEWER DEPOSIT	85701.2	99418.85	13,717.65	16.01%
520 RDA SUCCESSOR AGENCY	367467.82	441531.84	74,064.02	20.16%
521 RDA FIXED ASSETS	0	0	0.00	n/a
530 LANDSCAPE LIGHTING DISTRICT	7262.98	5438.48	-1,824.50	n/a
531 LANDSCAPE LIGHTING DISTRICT	53131.79	57689.64	4,557.85	n/a
532 LANDSCAPE LIGHTING DISTRICT	28259.57	29979.87	1,720.30	n/a
533 LANDSCAPE LIGHTING DISTRICT	39038.68	46421.31	7,382.63	n/a
534 LANDSCAPE LIGHTING DISTRICT	-33637.37	-27796.17	5,841.20	n/a
535 LANDSCAPE LIGHTING DISTRICT	9023.09	9435.69	412.60	n/a
536 LANDSCAPE LIGHTING DISTRICT	21577.84	29725.86	8,148.02	n/a
537 LANDSCAPE LIGHTING DISTRICT	-53056.63	-64650.83	-11,594.20	n/a
538 LANDSCAPE LIGHTING DISTRICT	-30362.28	-38658.86	-8,296.58	n/a
539 LANDSCAPE LIGHTING DISTRICT	26952.08	28798.71	1,846.63	n/a
540 LANDSCAPE LIGHTING DISTRICT	46417.85	52079.69	5,661.84	n/a
541 LANDSCAPE LIGHTING DISTRICT	30035.69	30297.05	261.36	n/a
542 LANDSCAPE LIGHTING DISTRICT	3533.43	1983.4	-1,550.03	n/a
543 LANDSCAPE LIGHTING DISTRICT	17495.34	23560.49	6,065.15	n/a
550 BENEFIT ASSESMENT DISTRICT	69762.03	73522.88	3,760.85	n/a
551 BENEFIT ASSESMENT DISTRICT	12245.25	13293.33	1,048.08	n/a
552 BENEFIT ASSESMENT DISTRICT	122991.12	140106.1	17,114.98	n/a
553 BENEFIT ASSESMENT DISTRICT	-69.92	-2891.61	-2,821.69	n/a
554 BENEFIT ASSESMENT DISTRICT	48506.39	56994.53	8,488.14	n/a
555 BENEFIT ASSESMENT DISTRICT	14922.41	22610.29	7,687.88	n/a
560 COMMUNITY FACILITIES DISTRICT	15852.64	24178.83	8,326.19	n/a
Developer Impact Fees ***	2,630,488.72	4,328,534.85	1,698,046.13	
TOTAL ALL FUNDS:	24,789,120.44	27,658,225.70	2,869,105.26	
Break Down of Impact Fees ***				
220 SEWER DEV IMPACT FEE	-757,310.06	\$8,600.62	765,910.68	101.14%
250 WATER DEV IMPACT FEE	164,376.17	\$380,574.82	216,198.65	131.53%
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	193,807.15	\$243,677.70	49,870.55	25.73%
450 STORM DRAIN DEV IMPACT FEE	623,183.19	\$774,430.02	151,246.83	24.27%
451 PUBLIC FACILITY DEV IMPACT FEE	1,520,738.01	\$1,678,777.43	158,039.42	10.39%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	237,936.83	\$462,704.42	224,767.59	94.47%
453 PARK DEV IMPACT FEE	647,757.43	\$779,769.84	132,012.41	20.38%
Break Down of Impact Fees ***	2,630,488.72	4,328,534.85	1,698,046.13	64.55%

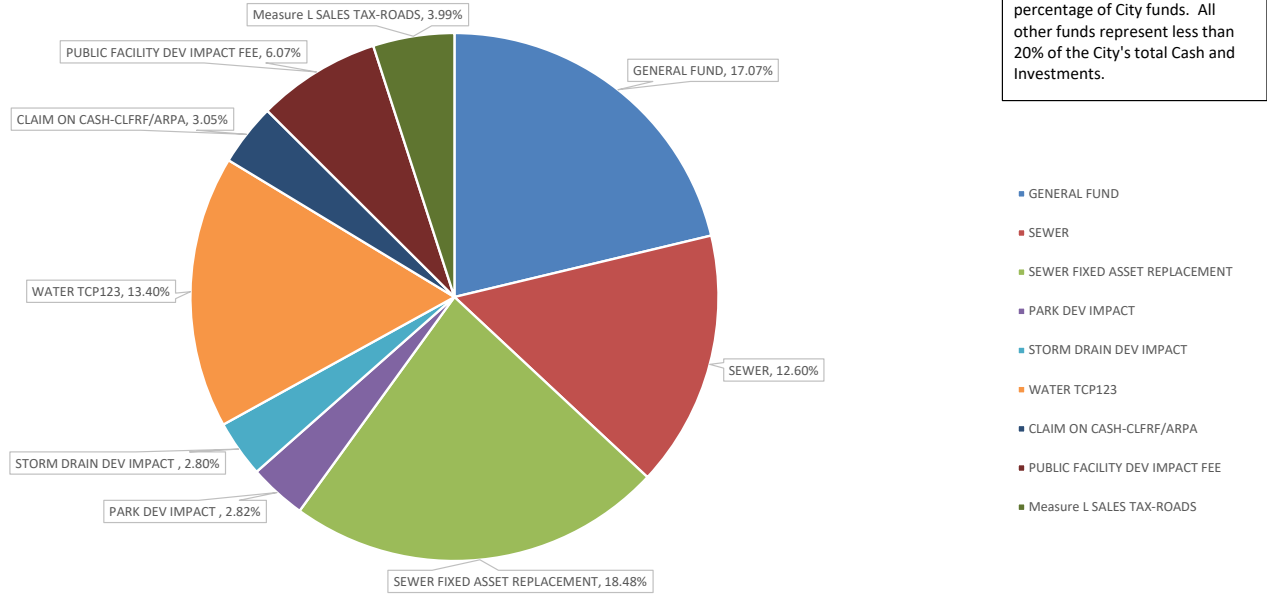
I hereby certify that the investment activity for this reporting period conforms with the Investment Policy adopted by the Hughson City Council, and the California Government Code Section 53601. I also certify that there are adequate funds available to meet the City of Hughson's budgeted and actual expenditures for the next six months.

Reviewed By: Anna Nicholas

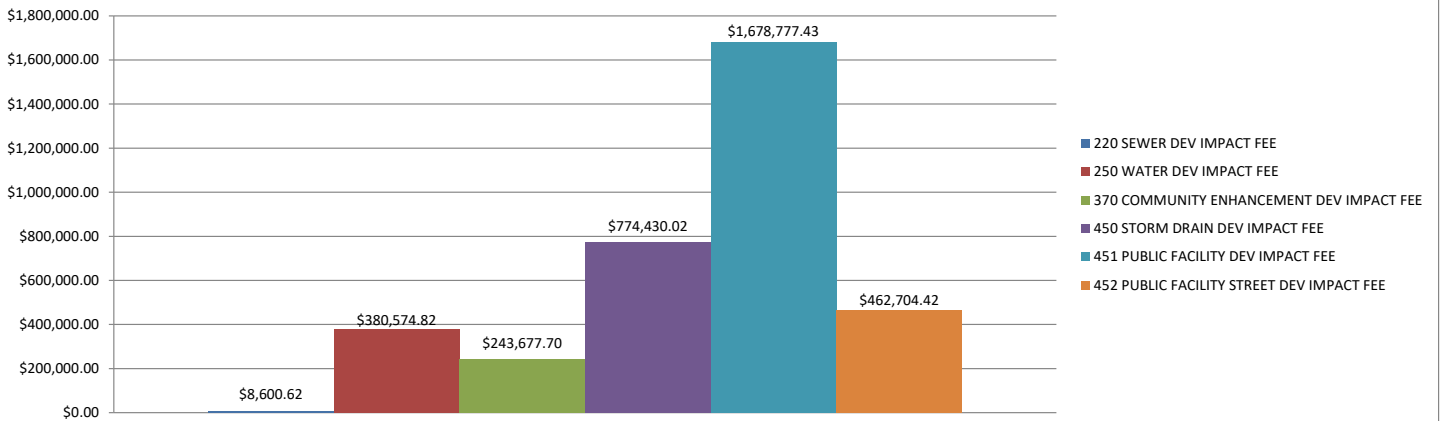
8/5/2022
Date

Treasurer's Report - Charts and Graphs April 2022

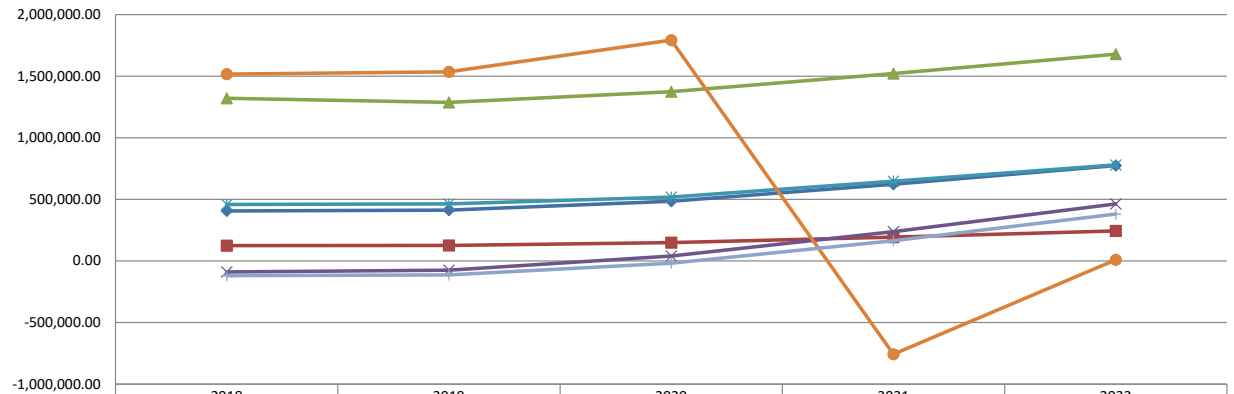
Percentage of Fund - April 2022



April 2022 Breakdown of Developer Impact Fees



5 Year Trend for Developer Impact Fees for the Month of April

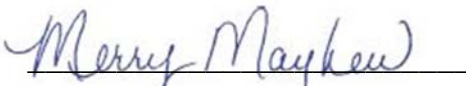


	2018	2019	2020	2021	2022
Storm Drain	405,694.21	412,603.05	484,551.41	623,183.19	774,430.02
Community Enhancement	124,445.44	125,884.91	148,190.85	193,807.15	243,677.70
Public Facilities Development	1,320,040.17	1,287,155.81	1,374,546.59	1,520,738.01	1,678,777.43
Public Facilities Development-Streets	-89,440.36	-74,603.23	39,146.76	237,936.83	462,704.42
Parks Development Impact Fees	458,318.97	462,574.16	519,004.64	647,757.43	779,769.84
Sewer Developer Impact Fees	1,516,519.20	1,535,690.46	1,792,830.04	(757,310.06)	8,600.62
Water Developer Impact Fees	-119,412.37	-112,925.33	(18,331.97)	164,376.17	380,574.82



CITY COUNCIL AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: August 8, 2022
Subject: Approval of the Treasurer's Report for May 2022
Enclosure: Treasurer Report, May 2022
Presented By: Ashton Gose, Management Analyst
Approved By: 
City Manager

Staff Recommendation:

Review and approve the City of Hughson Treasurer's Report for May 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 May 2022, the City of Hughson has a cash and investment balance total of \$28,291,882 with \$2,686,799 invested. All investment actions executed since the last report have been made in full compliance with 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 May 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 May 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 submits the following detailed explanation for May 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 \$644 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 May 2022, the City's cash, and investments total \$28,291,882. This compares to a May 2021 balance of \$25,489,119 and represents an increase of \$2,802,763.

**City of Hughson
Treasurer's Report
May 2022**

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	\$ 25,181,596.57	\$ 470,546.13	\$ -	\$ 25,652,142.70
Adjustment	\$ 64.53	\$ (3,152.13)		
Outstanding Deposits +	\$ 93,951.72	\$ -	\$ -	\$ 93,951.72
Outstanding Checks/transfers -	\$ (5,769.45)	\$ (96,768.65)	\$ -	\$ (102,538.10)
ADJUSTED TOTAL	\$ 25,269,843.37	\$ 370,625.35	\$ -	\$ 25,643,556.32
Investments: Various				\$ 1,077,749.50
Multi-Bank WWTP				\$ 1,523,883.50
Investments: L.A.I.F.		\$ 42,650.91	\$ 42,515.26	\$ 85,166.17
<u>General Ledger Adjustments</u>				
Wages Payable				-38,473.75
TOTAL CASH & INVESTMENTS				\$ 28,291,881.74

<u>Books - All Funds</u>	<u>May 2021</u>	<u>May 2022</u>	<u>Difference</u>	<u>% of Variance</u>
100 GENERAL FUND	3656217.7	4047858.31	391,640.61	10.71%
105 GENERAL FUND CONTINGENCY RESERVE	977521.21	1068735.75	91,214.54	9.33%
110 FIXED ASSETS	0	0	0.00	n/a
210 SEWER	2523654.28	3626237.95	1,102,583.67	43.69%
215 SEWER FIXED ASSET REPLACEMENT	4905591.4	5111537.78	205,946.38	4.20%
220 SEWER DEV IMPACT FEE	-701560.51	7811.25	709,371.76	101.11%
225 WWTP Expansion 2008	670718.28	-294272.63	-964,990.91	-143.87%
240 WATER	483207.38	859675.51	376,468.13	77.91%
245 Water TCP123	2802003.36	3688308.92	886,305.56	31.63%
250 WATER DEV IMPACT FEE	179270.67	379785.45	200,514.78	111.85%
255 Water Fixed Asset Replacement	2833793.26	-75209.98	-2,909,003.24	-102.65%
270 COMMUNITY/SENIOR CENTER	9455.4	21066.53	11,611.13	122.80%
280 U.S.F. Resource Com. Center	365.43	-2379.2	-2,744.63	-751.07%
310 Garbage/Refuse	102252.96	130363.2	28,110.24	27.49%
320 GAS TAX 2103	143386.95	186004.68	42,617.73	29.72%
321 GAS TAX 2105	73833.32	90071.81	16,238.49	21.99%
322 GAS TAX 2106	-1970.89	-21032.58	-19,061.69	-967.16%
323 GAS TAX 2107	46620.32	47271.2	650.88	1.40%
324 GAS TAX 2107.5	2922.14	3922.14	1,000.00	34.22%
325 Measure L SALES TAX-ROADS	660008.7	1142086.04	482,077.34	73.04%
326 SB-1 ROADS MAINTENANCE REHABILITATION	295897.45	439491.09	143,593.64	48.53%
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	197606.53	242893.08	45,286.55	22.92%
371 TRENCH CUT FUND	3093.6	222093.6	219,000.00	7079.13%
372 IT RESERVE	103966.28	114308.68	10,342.40	9.95%
373 SELF-INSURANCE	73303.49	73303.49	0.00	0.00%
374 DIABILITY ACCESS AND EDUCATION	2724.66	3991.6	1,266.94	46.50%
380 CLAIM ON CASH-CLFRF/ARPA	0	843450.14	843,450.14	#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	36322.85	34110.41	-2,212.44	-6.09%
384 SUPPLEMENTAL LAW ENFORCEMENT SERVICE I	382505.52	441789.92	59,284.40	15.50%
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-438 Grant	403.43	403.43	0.00	0.00%
392 94-STBG-799 HOUSING REHAB	228295.89	229697.97	1,402.08	0.61%
393 HOME Program Grant (FTHB)	35043.29	35043.29	0.00	0.00%
394 96-STBG-1013 Grant	211266.96	210798.23	-468.73	-0.22%
395 CALHOME REHAB	40000	40000	0.00	0.00%
410 LOCAL TRANSPORTATION	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	-54686.39	-55330.1	-643.71	-1.18%
450 STORM DRAIN DEV IMPACT FEE	634394.18	773655.79	139,261.61	21.95%
451 PUBLIC FACILITY DEV IMPACT FEE	1533279.09	1675220.83	141,941.74	9.26%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	254023.33	461915.05	207,891.72	81.84%
453 PARK DEV IMPACT FEE	658390.72	778995.71	120,604.99	18.32%
454 PARKLAND IN LIEU	511833.4	609616.15	97,782.75	19.10%

510 WATER/SEWER DEPOSIT	82558.67	102318.05	19,759.38	23.93%
520 RDA SUCCESSOR AGENCY	367625.72	440880.65	73,254.93	19.93%
521 RDA FIXED ASSETS	0	0	0.00	n/a
530 LANDSCAPE LIGHTING DISTRICT	10376.61	8023.64	-2,352.97	n/a
531 LANDSCAPE LIGHTING DISTRICT	58168.21	60014.26	1,846.05	n/a
532 LANDSCAPE LIGHTING DISTRICT	35699.96	35547.07	-152.89	n/a
533 LANDSCAPE LIGHTING DISTRICT	48305.52	48806.95	501.43	n/a
534 LANDSCAPE LIGHTING DISTRICT	-28005.84	-26351.38	1,654.46	n/a
535 LANDSCAPE LIGHTING DISTRICT	11984.5	9346.38	-2,638.12	n/a
536 LANDSCAPE LIGHTING DISTRICT	27985.31	33960.14	5,974.83	n/a
537 LANDSCAPE LIGHTING DISTRICT	-50969.27	-63286.23	-12,316.96	n/a
538 LANDSCAPE LIGHTING DISTRICT	-27901.09	-39063.79	-11,162.70	n/a
539 LANDSCAPE LIGHTING DISTRICT	30200.62	28170.93	-2,029.69	n/a
540 LANDSCAPE LIGHTING DISTRICT	55992.72	58889.3	2,896.58	n/a
541 LANDSCAPE LIGHTING DISTRICT	33901.83	30608.27	-3,293.56	n/a
542 LANDSCAPE LIGHTING DISTRICT	6094.44	1889.8	-4,204.64	n/a
543 LANDSCAPE LIGHTING DISTRICT	17495.34	29740.29	12,244.95	n/a
550 BENEFIT ASSESMENT DISTRICT	72281.4	75905.8	3,624.40	n/a
551 BENEFIT ASSESMENT DISTRICT	16680.29	17797.95	1,117.66	n/a
552 BENEFIT ASSESMENT DISTRICT	133405.42	148885.01	15,479.59	n/a
553 BENEFIT ASSESMENT DISTRICT	4609.02	1046.84	-3,562.18	n/a
554 BENEFIT ASSESMENT DISTRICT	55702.15	64497.01	8,794.86	n/a
555 BENEFIT ASSESMENT DISTRICT	14922.41	32302.97	17,380.56	n/a
560 COMMUNITY FACILITIES DISTRICT	22985.94	31128.27	8,142.33	n/a
Developer Impact Fees ***	2,755,404.01	4,320,277.16	1,564,873.15	
TOTAL ALL FUNDS:	25,489,119.19	28,291,881.74	2,802,762.55	
Break Down of Impact Fees ***				
220 SEWER DEV IMPACT FEE	-701,560.51	\$7,811.25	709,371.76	101.11%
250 WATER DEV IMPACT FEE	179,270.67	\$379,785.45	200,514.78	111.85%
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	197,606.53	\$242,893.08	45,286.55	22.92%
450 STORM DRAIN DEV IMPACT FEE	634,394.18	\$773,655.79	139,261.61	21.95%
451 PUBLIC FACILITY DEV IMPACT FEE	1,533,279.09	\$1,675,220.83	141,941.74	9.26%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	254,023.33	\$461,915.05	207,891.72	81.84%
453 PARK DEV IMPACT FEE	658,390.72	\$778,995.71	120,604.99	18.32%
Break Down of Impact Fees ***	2,755,404.01	4,320,277.16	1,564,873.15	56.79%

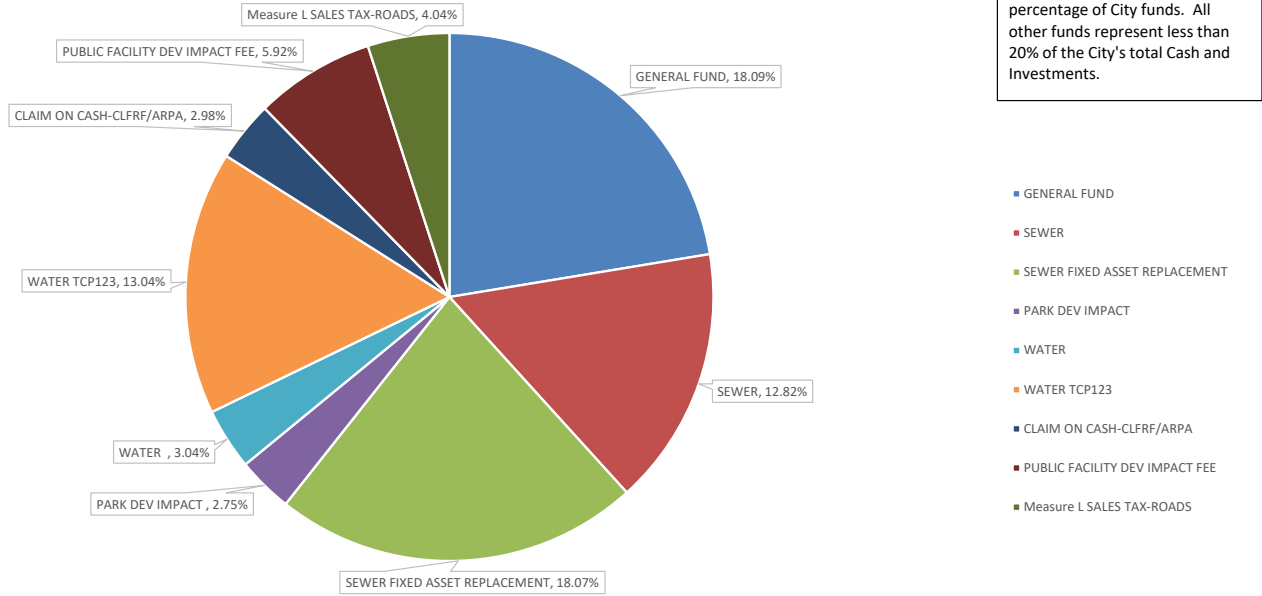
I hereby certify that the investment activity for this reporting period conforms with the Investment Policy adopted by the Hughson City Council, and the California Government Code Section 53601. I also certify that there are adequate funds available to meet the City of Hughson's budgeted and actual expenditures for the next six months.

Reviewed By: Anna Nicholas

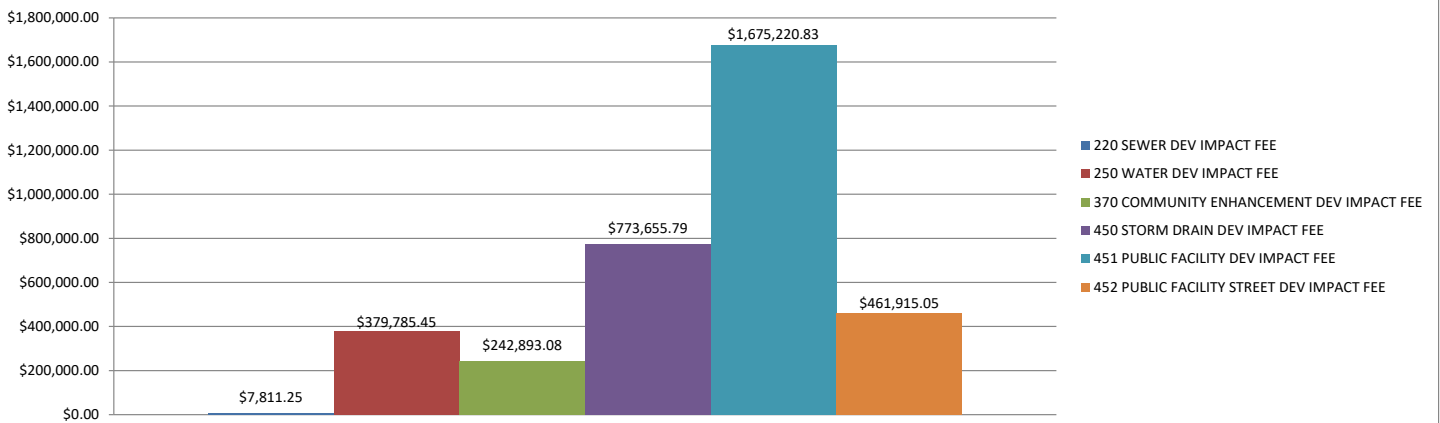
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Treasurer's Report - Charts and Graphs May 2022

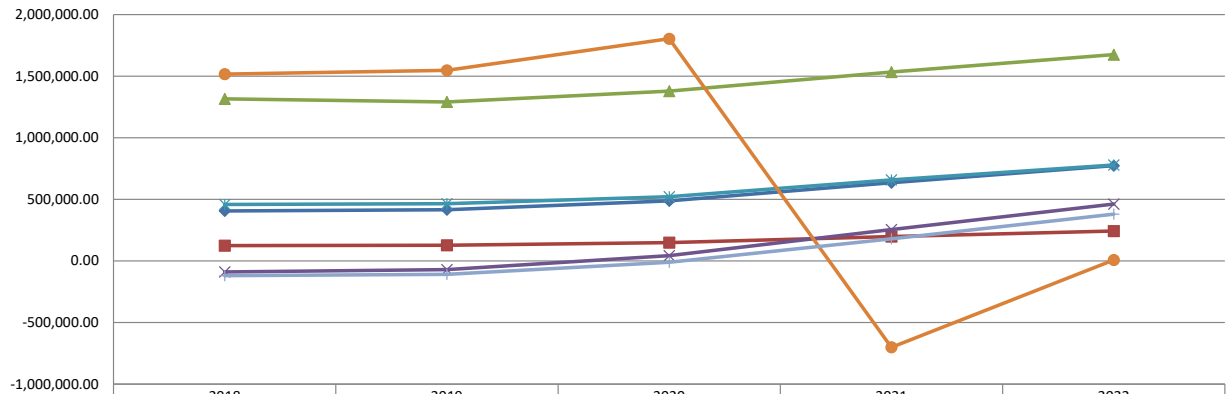
Percentage of Fund - May 2022



May 2022 Breakdown of Developer Impact Fees



5 Year Trend for Developer Impact Fees for the Month of May



	2018	2019	2020	2021	2022
Storm Drain	405,782.67	415,566.17	487,573.39	634,394.18	773,655.79
Community Enhancement	124,472.57	126,938.46	149,262.53	197,606.53	242,893.08
Public Facilities Development	1,315,672.67	1,290,668.94	1,378,184.48	1,533,279.09	1,675,220.83
Public Facilities Development-Streets	-89,440.36	-70,502.23	43,247.76	254,023.33	461,915.05
Parks Development Impact Fees	458,418.91	465,408.17	521,894.27	658,390.72	778,995.71
Sewer Developer Impact Fees	1,516,849.88	1,546,934.56	1,804,288.68	(701,560.51)	7,811.25
Water Developer Impact Fees	-119,412.37	-109,112.33	(10,725.97)	179,270.67	379,785.45



CITY COUNCIL AGENDA ITEM NO. 3.6

SECTION 3: CONSENT CALENDAR

Meeting Date: August 8, 2022
Subject: Approval to Purchase and Install Three Carports for a Total Cost of \$31,883
Enclosure: Carport Quotes
Presented By: Jose Vasquez, Public Works Superintendent

Approved By: 
City Manager

Staff Recommendation:

Approve the purchase and installation of three carports from Carport Central for a total cost of \$31,883.

Background and Discussion:

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

The project list included the purchase and installation of three carports:

- 1) At City Hall that will replace the old vinyl carport next to the City Hall parking lot;
- 2) At the Corporation Yard, to provide a sheltered place for the City's Low-Speed Electric Vehicles; and
- 3) At the Waste Water Treatment Plant (WWTP) to provide a sheltered place to store large equipment.

The two carports for City Hall and the Corporation Yard are sized 24' x 25' x 8'. The carport for the WWTP is sized 40' x 30' x 12' to accommodate larger equipment, such as a backhoe, bobcat, dump truck, and tractor. A building permit application, engineered plans, and a site plan will be submitted for approval to the Community Development Department prior to construction.

The Hughson Municipal Code (HMC) clearly defines procedures for informal bidding, including purchasing between \$15,000 and \$50,000 as referenced in HMC section 3.24.080. The purchasing officer shall solicit bids by written request to prospective vendors and award the bid to the bidder who best meets the City's

needs. However, the purchasing officer must first obtain the consent of the City Council before awarding any contract or purchase.

The ARPA project coordinator sent a request for bids (quotes) to four companies. From the four requests for bids sent, three responses were received from Carport Central, located in North Carolina; Pacific Metal Buildings, Inc., located in Maxwell, California; and Mayberry Metal, LLC, located in North Carolina. The fourth bidder from Fresno submitted a higher price and did not commit to the prevailing wage condition, therefore the bid is not included.

Carport Central provided the lowest bid at a cost of \$31,882.99 and the price includes the plans for the largest structure.

After reviewing the bids received, Carport Central was contacted to ensure their quote included the prevailing wage provision and that they would accept a purchase order from the City.

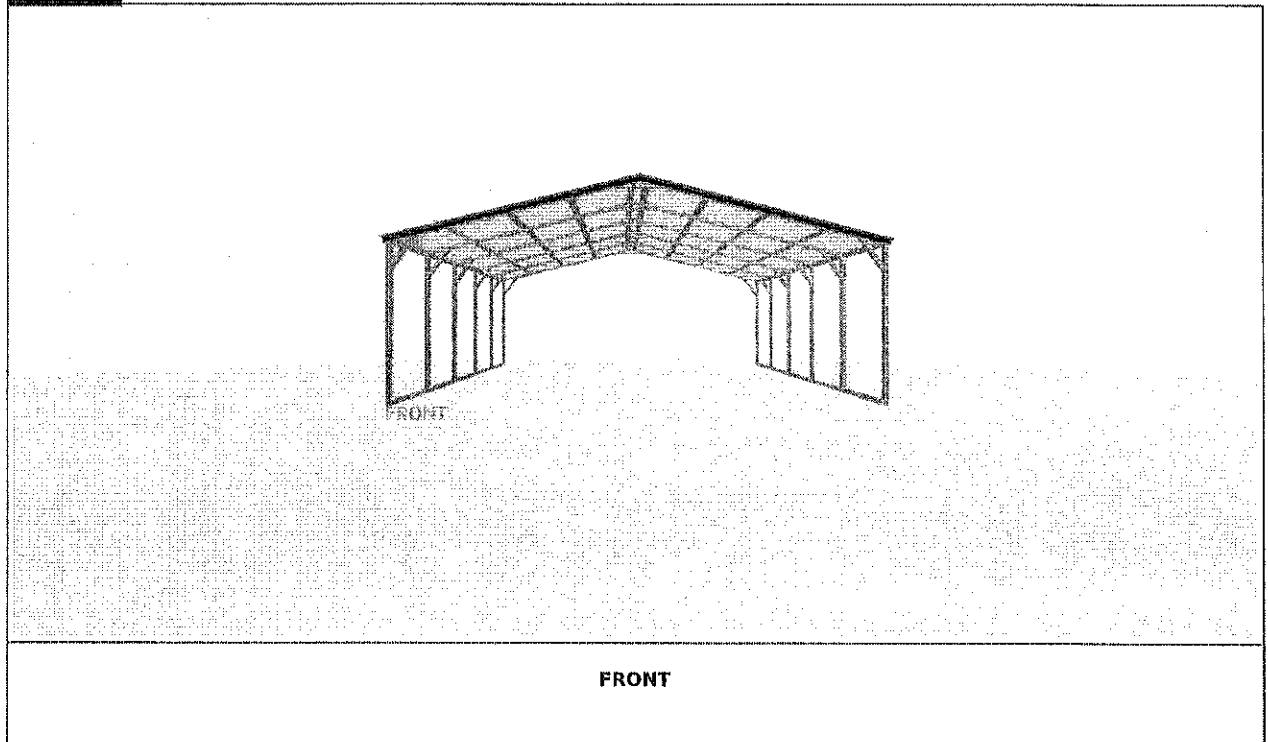
Fiscal Impact:

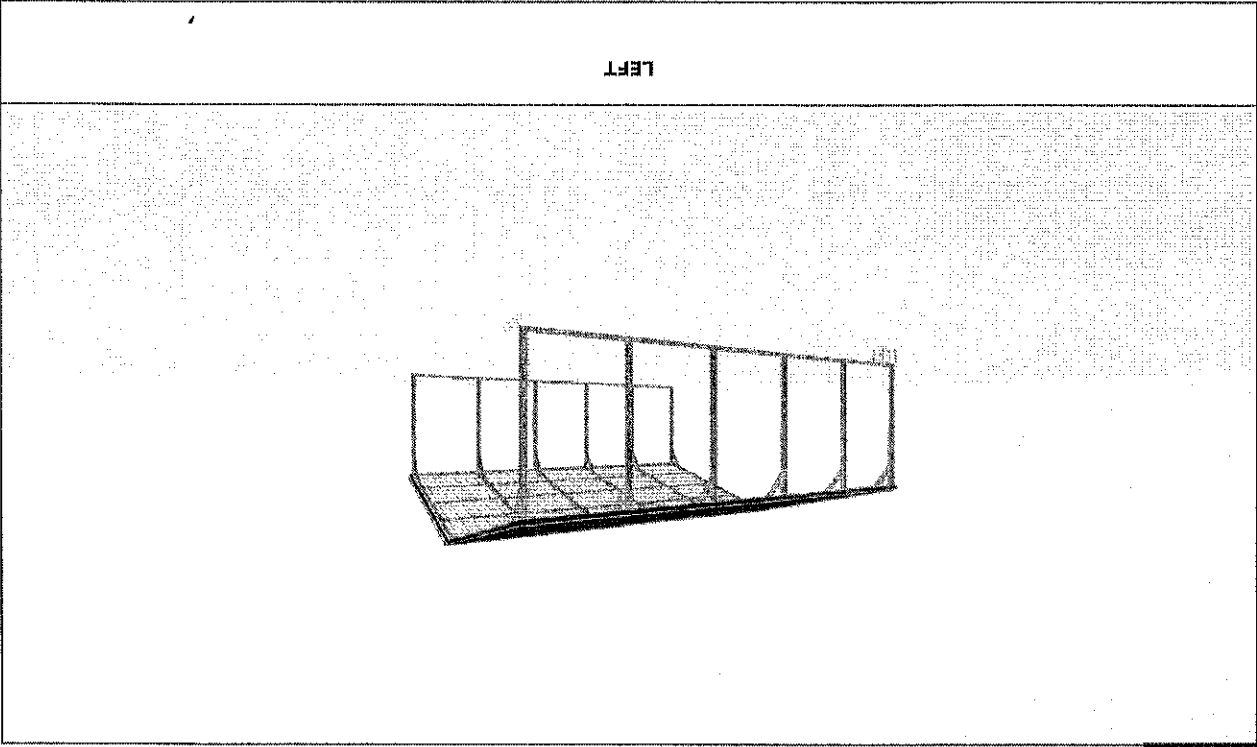
This purchase was referenced on Resolution No. 2022-31, "Exhibit A, ARPA Projects Listing", which was approved by the City Council on June 27, 2022.

If this item is approved, Finance will increase budget appropriations for the Fiscal Year 2022-23 by \$31,883.

Upon Installation **\$4,866.17**

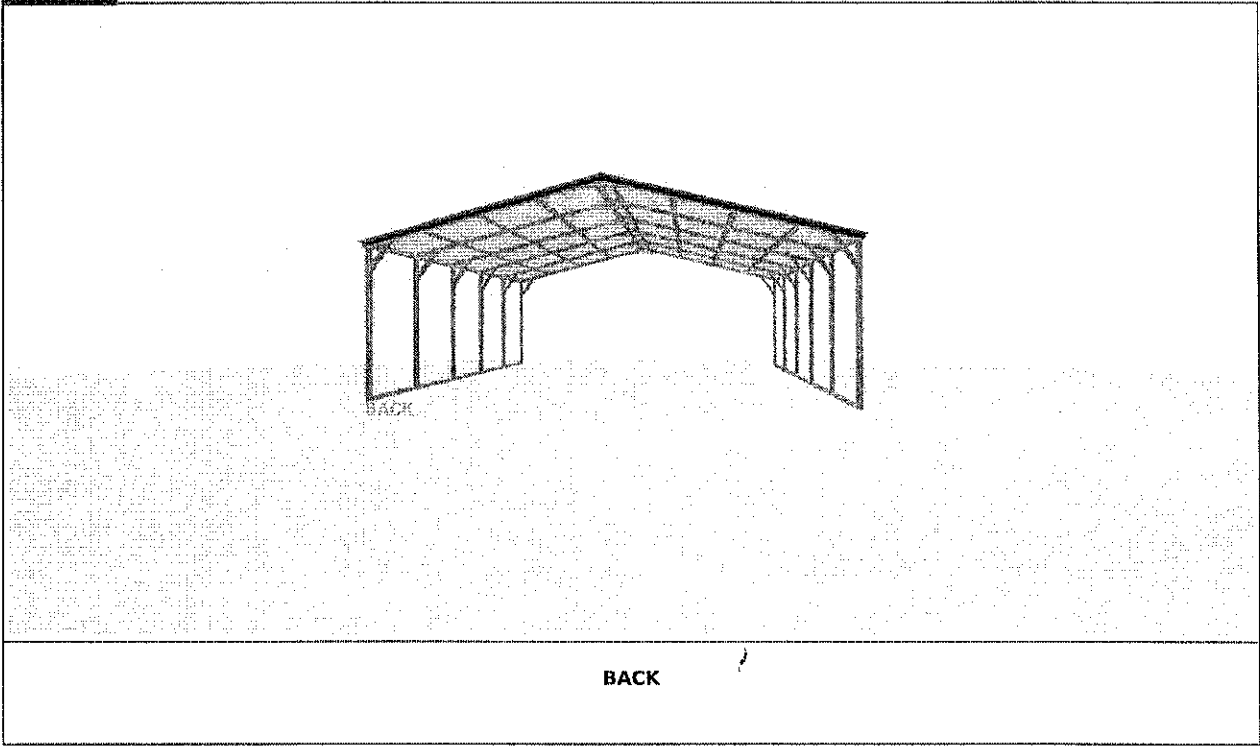
BUILDING VIEW



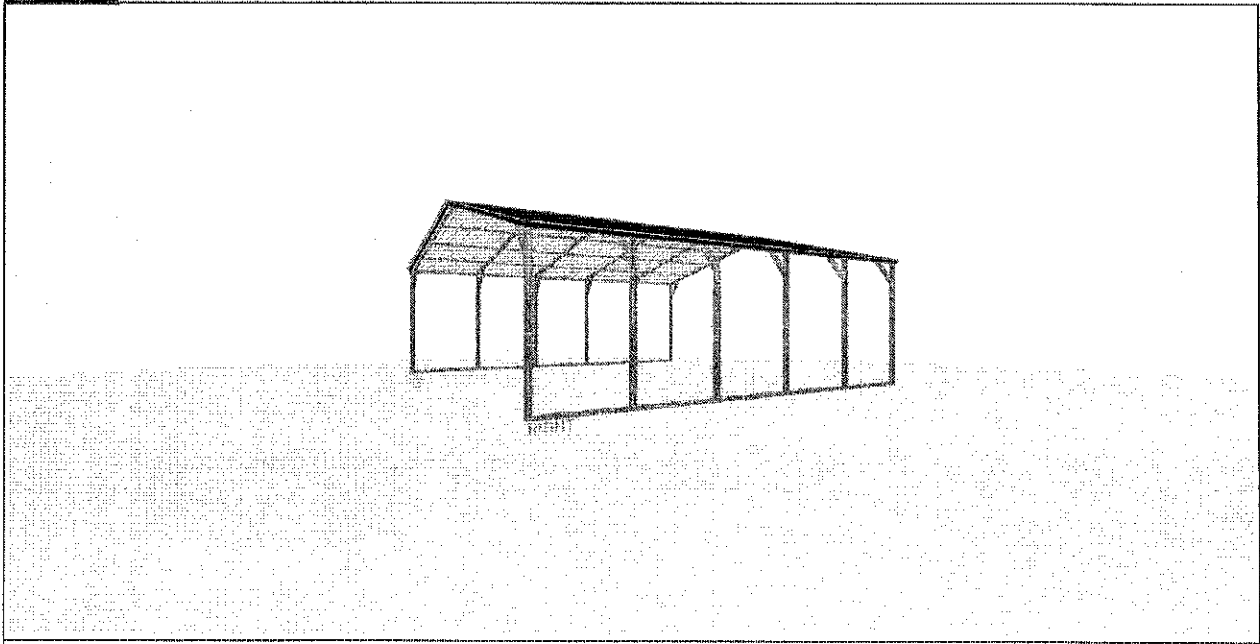


BUILDING VIEW

BUILDING VIEW



BUILDING VIEW



RIGHT

Legend

Baraga Door 6x8 Garage Door Framecut Walk in Door 6x8 Walk in Door Framecut Windows 6x8 Windows Framecut HH Closets Wall Closet Wall ↔ Distance SL Storage Length (Library)

2D LAYOUT

2D LAYOUT

TERMS & CONDITIONS

Important Note - This quote is only good for 7 days from the created date.

Our Company

Carport Central is an online Dealer/Broker for multiple manufacturers nationwide. We have the right to correct any errors made by the Building Specialist concerning pricing or taxes. Your order may be transferred at any time to one of Carport Central's other partnering manufacturers in order to expedite delivery and installation. Carport Central strives to inform the Customer of any state, manufacturer, or situational requirements and cost adjustments prior to installation based on the most current information available. Our goal is to provide a 100% satisfaction experience. Please contact Carport Central first with any issues at 1-980-321-9898, before attempting to contact the manufacturer/installer.

Fabrication/Scheduling

Carport Central is not responsible and/or has no involvement in the fabrication or scheduling of your structure, but acts as a liaison to assist the Customer with questions or concerns regarding fabrication and scheduling. Each manufacturer's scheduling department will contact the Customer generally 2 to 5 days before installation. The manufacturer will provide the Customer with an estimated time of arrival to your property. You are not required to be present, in most cases, if the area is clearly marked. With the approval of the Customer, the installer will erect the building. The manufacturer will not install until the Customer is ready, and in most cases can hold the building for up to a year. If the Customer cannot accept delivery on the time or date set by the manufacturer, please note that the "lead time" may be delayed until another run is scheduled for the area. Unforeseen issues such as inclement weather or canceled installations on the Customer's run may delay the original estimated installation date, and Customer agrees that neither Carport Central nor the manufacturer/installer will be held responsible for these delays. Carport Central will assist the Customer to the best of our resources to provide a solution. A site visit has to be scheduled for all 32' - 60' wide buildings so location can be evaluated prior to scheduling the actual installation. The Customer must provide a lift at the time of installation on 32' - 60' wide units and also on 26' - 30' wide units that have a side entry garage door or frame-outs greater than 36' wide. Applicable lifts have to be telescopic forklift. Carport Central and the manufacturer/installer are not responsible for changes in delivery dates caused by circumstances beyond Carport Central's control, including without limitation weather, accidents, and the like.

Ground Preparation

It is the sole responsibility of the Customer to prepare the area where the building is to be installed prior to the arrival of the material and installers. The area must be leveled within 3" of slope for proper installation. The area can consist of compact dirt, gravel, decking, asphalt or concrete. If the area is not leveled to the manufacturer's/installer's specifications, the Customer may incur additional costs for material and labor in order to install the building. If the area is not properly leveled and the installers are unable to make adjustments to install the building, the Customer will incur and agree to pay a return trip fee of a minimum of \$200 or up to 1.0% of the retail price of the building, whichever is greater, and Customer understands that the "lead time" may not be immediate to return to install the building. Customer is responsible for informing Carport Central and/or the manufacturer/installer of any underground cables, gas lines, utility hazards, or other relevant matters prior to commencement of installation. Customer shall clearly mark any cable or electrical lines before installation date. Customer agrees to indemnify and hold harmless Carport Central and/or the manufacturer/installer related to any damage done to yards, pets, submerged lines, pipes, cables, or other utility instrumentalities during installation. In addition, a labor charge will be added for additional labor not included in routine installation, including without limitation leveling, cutting legs/posts, building over objects (such as RV's), and moving materials to remote locations.

Permit Policy

A building permit may or may not be required by the Customer's city or county. It is the responsibility of the Customer to investigate whether a building permit is required. If a permit is required, it is not the responsibility of Carport Central to submit a permit application, but Carport Central will inform the Customer to the best of our resources if the Customer is in an area that has a history of requiring permitting. If a permit is required, it is highly recommended that the Customer purchase a "Certified" building. A "Certified" building is defined as designed and engineered to meet and/or exceed local building codes and, depending on the state, Generic Engineered Plans are included in the Certified price, although a few states may require the payment of an additional cost. Customer agrees to indemnify and hold Carport Central and any manufacturer/installer harmless for violation of any city or county ordinance or code.

Florida Permit Policy

In most cases, a building permit will be required in the State of Florida. Accordingly, all buildings in the State of FL are sold as Certified buildings to meet and/or exceed local engineering requirements. All buildings will come with free FL stamped Generic plans with the exception of the following counties: Lee, St. John, Hernando, Pasco, Hillsborough, Volusia. The foregoing named counties require "As built plans" and costs will range from \$125-\$200 or more ("As-built plans" are defined as engineered plans designed specifically for the exact size and specifications of the Customer's building). Processing for "As built plans" can take up to 6 weeks or more. In most cases a permit number will be required before the building can be scheduled.

Order Payment, Refund Policy, and Payment

Upon the purchase of a structure with Carport Central, we will require an Order Payment of 10% - 20% or more, dictated by revenue size of the sale as well as the manufacturer's Order Payment requirements. The Order Payment will be applied towards Customers ending balance. A copy of the receipt for the Order Payment will be emailed to the Customer and a binding contract with the order details will be emailed to the Customer with an "E-Signature" required confirming all the details of the order are accurate. ("E-Signature" is defined as an electronic authorization between Carport Central and the Customer). ALL ORDER PAYMENTS ARE NONREFUNDABLE. The Order Payment is a nonrefundable fee for the configuration, design, engineered drawings, and administrative costs in connection with Customer's order. The Customer understands that there has been time and effort on behalf of Carport Central leading up to and finalizing the sale. The manufacturer requires a 50% order payment on all orders \$20,000 and larger upon the scheduling of your structure for installation. The collection of this money will take place when the Customer is contacted by the manufacturer to confirm date of installation; at that time, the manufacturer will collect 50% of the remaining balance. If Customer changes or cancels an order, in addition to the nonrefundable Order Payment, Customer may be charged, and agrees to pay, a restocking fee to Carport Central up to 15% of the quoted structure price. ALL SALES ARE FINAL. Payment in full is required upon installation. CC and/or the manufacturer/installer, as applicable, retains a security interest in and to the structure, and Customer hereby grants to CC and/or the manufacturer/installer a security interest in and to the structure. Customer agrees that CC and/or the manufacturer/installer may repossess any structure that is not paid for in full (including any additional labor or other charges hereunder). Carport Central will accept only Cash, Certified Checks, Money Orders, Debit or Credit Cards as forms of payment; and Credit Card payments will require a 2% charge in addition to the balance due (3% if American Express). Any structure being paid by Credit Card must be prepaid at time of scheduling call, prior to installation.

Warranties and Limitation of Liability

If Customer alters the structure in any manner, including without limitation any interior or exterior modifications, all warranties shall be void. Installation on block, wood, loose dirt, or foundation that is not level will void any warranties. Any and all warranties assume normal care and maintenance of the structure by Customer. Customer agrees that Carport Central shall not be liable to Customer for punitive, indirect, incidental, special, or consequential damages resulting from any defect or deficiencies in the structure or the installation of the structure.

Governing Law, Jurisdiction, and Forum

This Agreement (including but not limited to the "Terms and Agreement" sheet and all purchase orders related hereto) shall be interpreted and construed according to, and governed by, the laws of the State of North Carolina, without reference to its conflicts of laws principles. Customer agrees: (i) to submit itself/himself/herself to the personal jurisdiction of any state or federal court sitting in the County of Surry, State of North Carolina, in any action or proceeding arising out of or relating to this Agreement; (ii) that all claims relating to any such action or proceeding shall be decided by such court; (iii) that Customer shall not contest such jurisdiction or forum by motion or other request for leave from any such court; and (iv) not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Customer hereby waives any defense of forum non conveniens to the maintenance of any action or proceeding so brought in any state or federal court in the County of Surry, State of North Carolina, and waives any bond, surety, or other security that might be required of Carport Central with respect thereto. The parties agree that this Agreement (including the "Terms and Agreement" and all purchase orders related hereto) is the complete and exclusive statement of the agreement between the parties and supersedes all prior written or oral communications, representations, statements, and agreements relating to the subject matter hereof. The terms of this Agreement, save and except for the pricing terms in the event of a pricing error, a change order, a tax miscalculation, or additional labor or installation costs as set forth in Sections 3 and 6 hereof, may be modified or amended only by a written instrument executed by the parties hereto.

Supplemental Terms & Conditions:

Documentation Your Metal Structure Order Agreement (the "Agreement") is made up of the following documents:

- 1. Sales Order Contract:** The Metal Structure Configuration describes the structure that you configured and ordered, including pricing based on your Metal Structure Configuration and will include taxes, and may include labor and transport fees. (excluding zoning permits).
- 2. Installation Information Sheet:** The Installation Information Sheet describes the surface preparation requirements, Describes the transportation vehicle and area requirements.
- 3. Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and make your Non-Refundable Order Payment (the "Order Date").

Agreement to Purchase

You agree to purchase the metal structure (the "structure") described in your Sales Order Contract from Carport Central or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement. A member of the manufacturing team will contact you to coordinate final payment and delivery of the Metal Structure. Because the Metal Structure is galvanized steel and transported on an open trailer, it may exhibit signs of normal wear and tear in line with its respective final delivery destination.

Purchase Price, Taxes and Official Fees

The purchase price of the Metal Structure is indicated in your Metal Structure Sales Order. This purchase price may include taxes and official or government fees, which could amount to up to 10% or more of the Metal Structure purchase price. Because these taxes and fees are constantly changing and will depend on other factors, such as where your metal structure will be delivered, you will be responsible for paying these additional taxes and fees. You may also incur additional costs if the Metal Structure needs to be shipped from a different location.

Cancellation/ Default

We incur significant costs in the configuration, design, and reserving the Metal Structure for you, coordinating the sale and also incur significant costs for remarketing and reselling the Metal Structure if you cancel or default in this Agreement. As a result, your Order Payment is non-refundable. You acknowledge that the Order Payment amount is a fair and reasonable estimate of the actual damages that we have incurred or may incur, costs that are otherwise impracticable or extremely difficult to determine. You acknowledge that this Sales Order Contract and this Agreement are made and entered for the purchase of a metal structure of service.

Delivery


If you are picking up your Metal Structure, your Metal Structure will be ready for pickup at the Metal Structure nearest Manufacture Center, or other location as we may agree to. You agree to schedule and take delivery of your Metal Structure within one or two weeks of the Schedule Date. If you are unable to take delivery within the specified period, your Metal Structure may be made available for sale to other customers.

The shipping of the Metal Structure to you via a third-party contractor carrier. You agree that delivery of the Metal Structure, including the transfer of manufacture contract and risk of loss to you, will occur at the time your Metal Structure is loaded onto the Contractor carrier's transport (i.e., FOB shipping point).

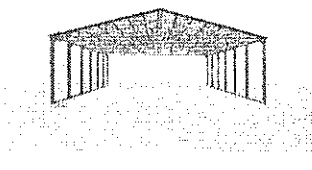
The estimated delivery date of your Metal Structure can take from two week and up to eight months or later, depending on the delivery location. The delivery indicated in this Agreement is an estimate only and is not a guarantee of when your Metal Structure will actually be delivered. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the Metal Structure and all proceeds therefrom until your obligations have been fulfilled. Final payment must be received at your delivery appointment, or prior to any shipment of your Metal Structure.

If you have a concern or dispute, you must send a written notice describing your dispute, and desired resolution to:

Attention: Processing Department P.O. Box 1308, Mount Airy, NC 27030

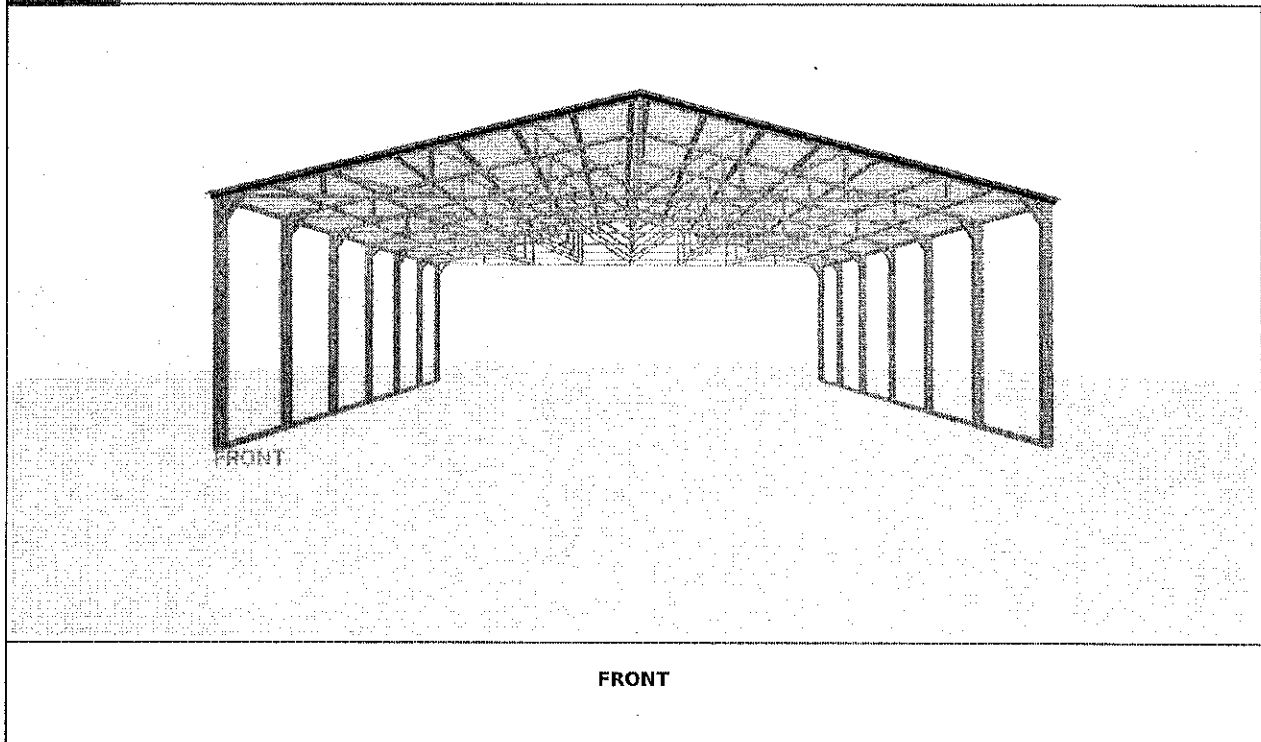
	Carport Central 1018 Rockford Street Mount Airy Info@carportcentral.com (980) 321-9898	Sales: Cameron Pack 737 S. Main Street Mount Airy NC cameron.p@carportcentral.com	Building Quote QTE-092922 Date 07/28/2022 Total \$18,630.01
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CUSTOMER DETAILS

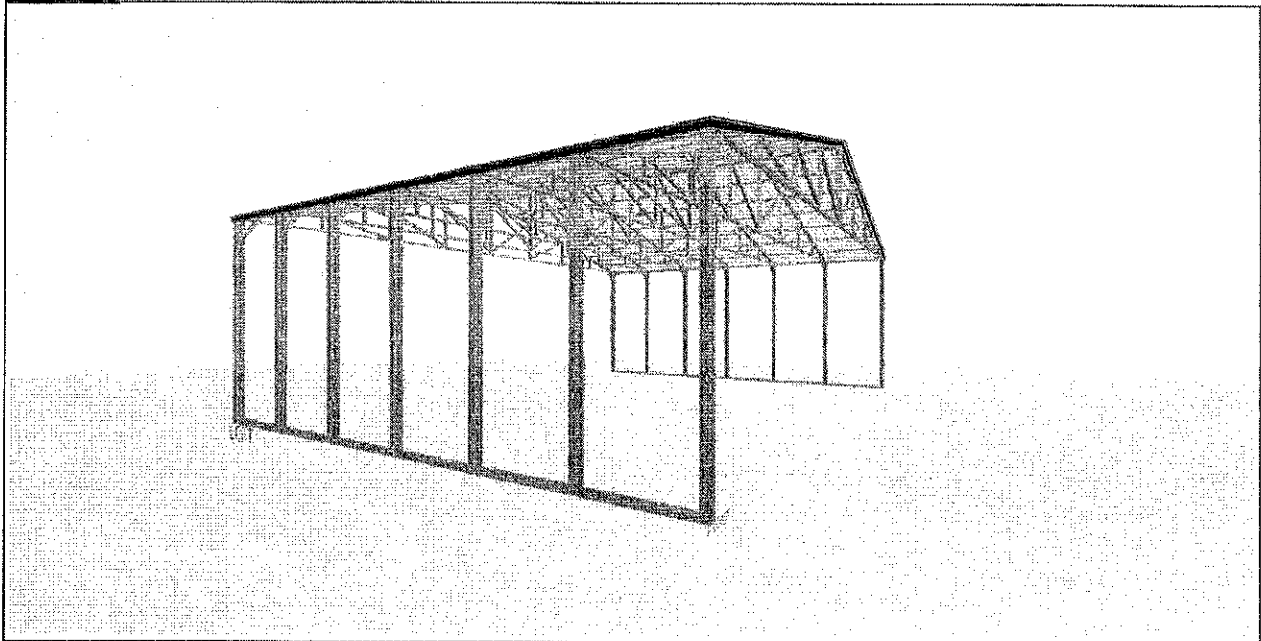
William Newlin Billing Address Hughson, CA, 95326 Shipping Address Hughson, CA, 95326 wnewlin@hughson.org (209) 617-7850	Commercial Buildings - 40 x 30 x 12 <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Roof Color: Cardinal Red <input checked="" type="checkbox"/> Trim Color: Cardinal Red <input type="checkbox"/> Sides/Ends Color: NA <input type="checkbox"/> Door Color: NA <input type="checkbox"/> Wainscot Color: NA </div>  </div>					
Ready for Installation? _____ Jobsite Level? _____ Permit Required? _____ Inside City Limit? _____ Electricity Available? _____ Installation Surface? <u>Concrete</u>						
<table border="0" style="width: 100%;"> <tr> <td>Building Dimension 40'W x 30'L x 12'H</td> <td>Roof Style Vertical</td> <td>Gauge 14 Gauge</td> <td>Wind/Snow Rating 120 MPH + 20 PSF Certified</td> <td>Distance on Center 5 Feet</td> </tr> </table>		Building Dimension 40'W x 30'L x 12'H	Roof Style Vertical	Gauge 14 Gauge	Wind/Snow Rating 120 MPH + 20 PSF Certified	Distance on Center 5 Feet
Building Dimension 40'W x 30'L x 12'H	Roof Style Vertical	Gauge 14 Gauge	Wind/Snow Rating 120 MPH + 20 PSF Certified	Distance on Center 5 Feet		

40X30' (Roof 31') Vertical Roof	1																
12' Height	1																
120 MPH + 20 PSF Certified	1																
3/12' Roof Pitch	1																
NOTES Plans are \$1,700 - Client will need to provide telescopic forklift at time of instal	<table border="0" style="width: 100%;"> <tr> <td>Sub Total:</td> <td align="right">\$17,270.00</td> </tr> <tr> <td>Sales Tax (7.875%)</td> <td align="right">\$1,360.01</td> </tr> <tr> <td>Additional Charges</td> <td align="right">\$0.00</td> </tr> <tr> <td>Grand Total</td> <td align="right">\$18,630.01</td> </tr> <tr> <td colspan="2">Pay Now</td> </tr> <tr> <td>Downpayment</td> <td align="right">\$3,108.60</td> </tr> <tr> <td colspan="2">Balance Due</td> </tr> <tr> <td>Upon Installation</td> <td align="right">\$15,521.41</td> </tr> </table>	Sub Total:	\$17,270.00	Sales Tax (7.875%)	\$1,360.01	Additional Charges	\$0.00	Grand Total	\$18,630.01	Pay Now		Downpayment	\$3,108.60	Balance Due		Upon Installation	\$15,521.41
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BUILDING VIEW

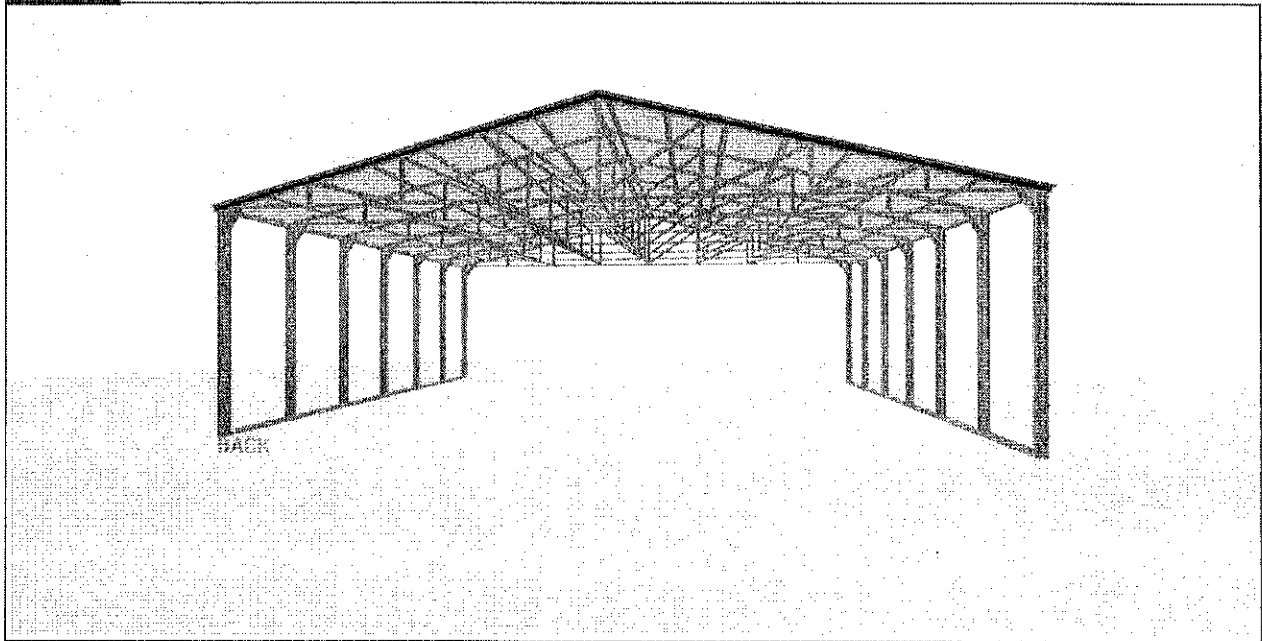


BUILDING VIEW



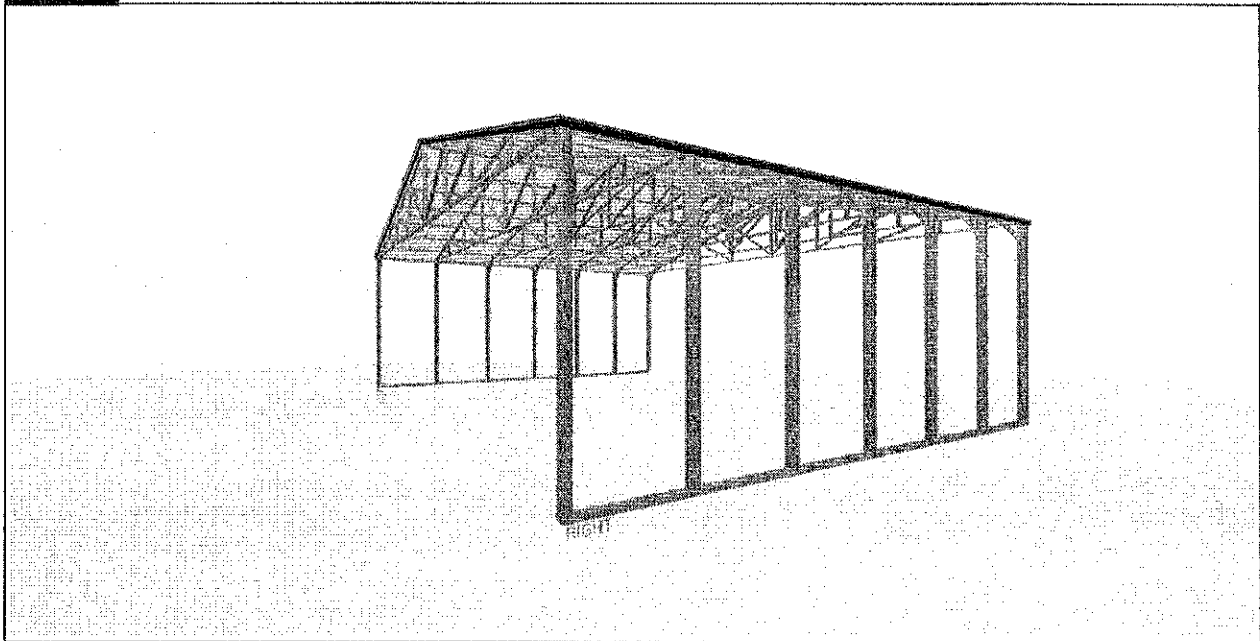
LEFT

BUILDING VIEW



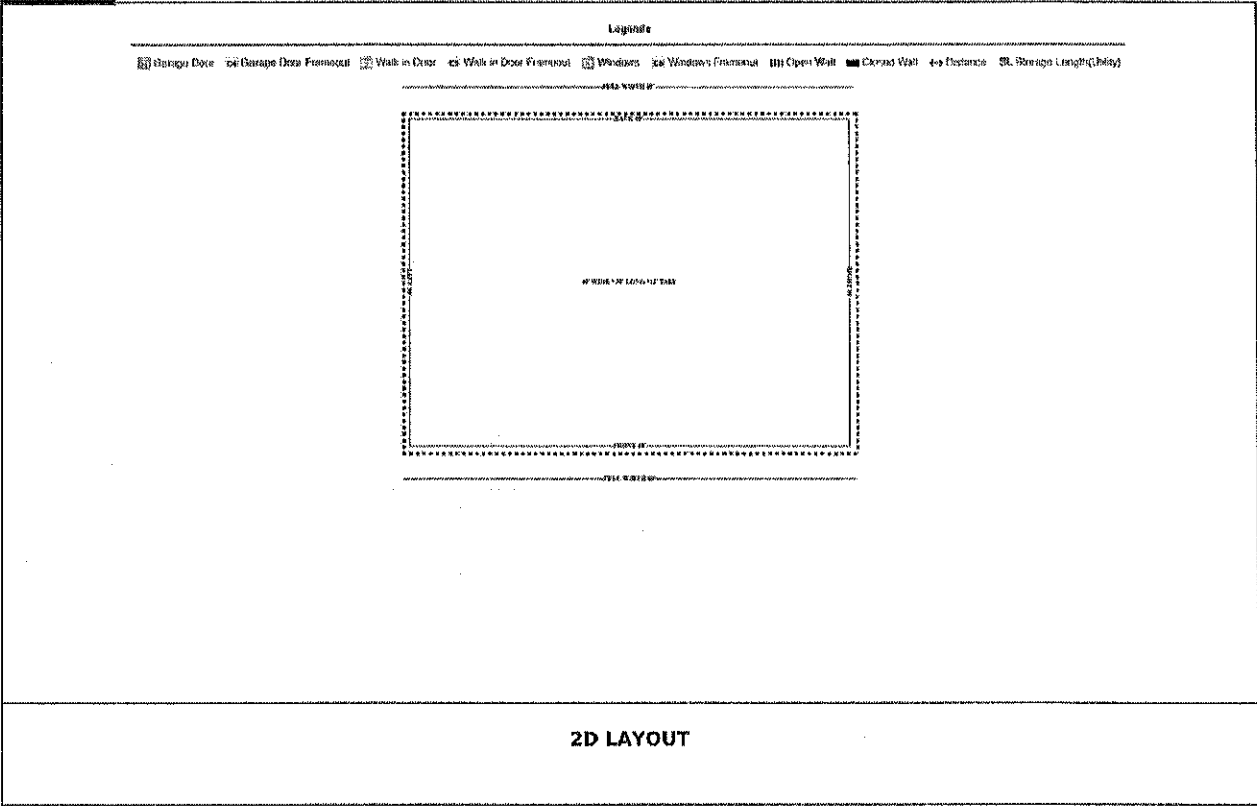
BACK

BUILDING VIEW



RIGHT

BUILDING VIEW



TERMS & CONDITIONS

Important Note - This quote is only good for 7 days from the created date.

Our Company

Carport Central is an online Dealer/Broker for multiple manufacturers nationwide. We have the right to correct any errors made by the Building Specialist concerning pricing or taxes. Your order may be transferred at any time to one of Carport Central's other partnering manufacturers in order to expedite delivery and installation. Carport Central strives to inform the Customer of any state, manufacturer, or situational requirements and cost adjustments prior to installation based on the most current information available. Our goal is to provide a 100% satisfaction experience. Please contact Carport Central first with any issues at 1-980-321-9898, before attempting to contact the manufacturer/installer.

Fabrication/Scheduling

Carport Central is not responsible and/or has no involvement in the fabrication or scheduling of your structure, but acts as a liaison to assist the Customer with questions or concerns regarding fabrication and scheduling. Each manufacturer's scheduling department will contact the Customer generally 2 to 5 days before installation. The manufacturer will provide the Customer with an estimated time of arrival to your property. You are not required to be present. In most cases, if the area is clearly marked, with the approval of the Customer, the installer will erect the building. The manufacturer will not install until the Customer is ready, and in most cases can hold the building for up to a year. If the Customer cannot accept delivery on the time or date set by the manufacturer, please note that the "lead time" may be delayed until another run is scheduled for the area. Unforeseen issues such as inclement weather or canceled installations on the Customer's run may delay the original estimated installation date, and Customer agrees that neither Carport Central nor the manufacturer/installer will be held responsible for these delays. Carport Central will assist the Customer to the best of our resources to provide a solution. A site visit has to be scheduled for all 32' - 60' wide buildings so location can be evaluated prior to scheduling the actual installation. The Customer must provide a lift at the time of installation on 32' - 60' wide units and also on 26' - 30' wide units that have a side entry garage door or frame-outs greater than 36' wide. Applicable lifts have to be telescopic forklift. Carport Central and the manufacturer/installer are not responsible for changes in delivery dates caused by circumstances beyond Carport Central's control, including without limitation weather, accidents, and the like.

Ground Preparation

It is the sole responsibility of the Customer to prepare the area where the building is to be installed prior to the arrival of the material and installers. The area must be leveled within 3" of slope for proper installation. The area can consist of compact dirt, gravel, decking, asphalt or concrete. If the area is not leveled to the manufacturer's specifications, the Customer may incur additional costs for material and labor in order to install the building. If the area is not properly leveled and the installers are unable to make adjustments to install the building, the Customer will incur and agrees to pay a return trip fee of a minimum of \$200 or up to 10% of the retail price of the building, whichever is greater, and Customer understands that the "lead time" may not be immediate to return to install the building. Customer is responsible for informing Carport Central and/or the manufacturer/installer of any underground cables, gas lines, utility hazards, or other relevant matters prior to commencement of installation. Customer shall clearly mark any cable or electrical lines before installation date. Customer agrees to indemnify and hold harmless Carport Central and/or the manufacturer/installer related to any damage done to yards, pets, submerged lines, pipes, cables, or other utility instrumentalities during installation. In addition, a labor charge will be added for additional labor not included in routine installation, including without limitation leveling, cutting legs/posts, building over objects (such as RV's), and moving materials to remote locations.

Permit Policy

A building permit may or may not be required by the Customer's city or county. It is the responsibility of the Customer to investigate whether a building permit is required. If a permit is required, it is not the responsibility of Carport Central to submit a permit application, but Carport Central will inform the Customer to the best of our resources if the Customer is in an area that has a history of requiring permitting. If a permit is required, it is highly recommended that the Customer purchase a "Certified" building. A "Certified" building is defined as designed and engineered to meet and/or exceed local building codes and, depending on the state, Generic Engineered Plans are included in the Certified price, although a few states may require the payment of an additional cost. Customer agrees to indemnify and hold Carport Central and any manufacturer/installer harmless for violation of any city or county ordinance or code.

Florida Permit Policy

In most cases, a building permit will be required in the State of Florida. Accordingly, all buildings in the State of FL are sold as Certified buildings to meet and/or exceed local engineering requirements. All buildings will come with free FL stamped Generic plans with the exception of the following counties: Lee, St. John, Hernando, Pasco, Hillsborough, Volusia. The foregoing named counties require "As built plans" and costs will range from \$125-\$200 or more ("As-built plans" are defined as engineered plans designed specifically for the exact size and specifications of the Customer's building). Processing for "As built plans" can take up to 6 weeks or more. In most cases a permit number will be required before the building can be scheduled.

Order Payment, Refund Policy, and Payment

Upon the purchase of a structure with Carport Central, we will require an Order Payment of 10% - 20% or more, dictated by revenue size of the sale as well as the manufacturer's Order Payment requirements. The Order Payment will be applied towards Customers ending balance. A copy of the receipt for the Order Payment will be emailed to the Customer and a binding contract with the order details will be emailed to the Customer with an "E-Signature" required confirming all the details of the order are accurate. ("E-Signature" is defined as an electronic authorization between Carport Central and the Customer). ALL ORDER PAYMENTS ARE NONREFUNDABLE. The Order Payment is a nonrefundable fee for the configuration, design, engineered drawings, and administrative costs in connection with Customer's order. The Customer understands that there has been time and effort on behalf of Carport Central leading up to and finalizing the sale. The manufacturer requires a 50% order payment on all orders \$20,000 and larger upon the scheduling of your structure for installation. The collection of this money will take place when the Customer is contacted by the manufacturer to confirm date of installation; at that time, the manufacturer will collect 50% of the remaining balance. If Customer changes or cancels an order, in addition to the nonrefundable Order Payment, Customer may be charged, and agrees to pay, a restocking fee to Carport Central up to 15% of the quoted structure price. ALL SALES ARE FINAL. Payment in full is required upon installation. CC and/or the manufacturer/installer, as applicable, retains a security interest in and to the structure, and Customer hereby grants to CC and/or the manufacturer/installer a security interest in and to the structure. Customer agrees that CC and/or the manufacturer/installer may repossess any structure that is not paid for in full (including any additional labor or other charges hereunder). Carport Central will accept only Cash, Certified Checks, Money Orders, Debit or Credit Cards as forms of payment, and Credit Card payments will require a 2% charge in addition to the balance due (3% if American Express). Any structure being paid by Credit Card must be prepaid at time of scheduling call, prior to installation.

Warranties and Limitation of Liability

If Customer alters the structure in any manner, including without limitation any interior or exterior modifications, all warranties shall be void. Installation on block, wood, loose dirt, or foundation that is not level will void any warranties. Any and all warranties assume normal care and maintenance of the structure by Customer. Customer agrees that Carport Central shall not be liable to Customer for punitive, indirect, incidental, special, or consequential damages resulting from any defect or deficiencies in the structure or the installation of the structure.

Governing Law, Jurisdiction, and Forum

This Agreement (including but not limited to the "Terms and Agreement" sheet and all purchase orders related hereto) shall be interpreted and construed according to, and governed by, the laws of the State of North Carolina, without reference to its conflicts of laws principles. Customer agrees: (i) to submit itself/himself/herself to the personal jurisdiction of any state or federal court sitting in the County of Surry, State of North Carolina, in any action or proceeding arising out of or relating to this Agreement; (ii) that all claims relating to any such action or proceeding shall be decided by such court; (iii) that Customer shall not contest such jurisdiction or forum by motion or other request for leave from any such court; and (iv) not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Customer hereby waives any defense of forum non conveniens to the maintenance of any action or proceeding so brought in any state or federal court in the County of Surry, State of North Carolina, and waives any bond, surety, or other security that might be required of Carport Central with respect thereto. The parties agree that this Agreement (including the "Terms and Agreement" and all purchase orders related hereto) is the complete and exclusive statement of the agreement between the parties and supersedes all prior written or oral communications, representations, statements, and agreements relating to the subject matter hereof.

The terms of this Agreement, save and except for the pricing terms in the event of a pricing error, a change order, a tax miscalculation, or additional labor or installation costs as set forth in Sections 3 and 5 hereof, may be modified or amended only by a written instrument executed by the parties hereto.

Supplemental Terms & Conditions:

Documentation: Your Metal Structure Order Agreement (the "Agreement") is made up of the following documents:

- 1. Sales Order Contract:** The Metal Structure Configuration describes the structure that you configured and ordered, including pricing based on your Metal Structure Configuration and will include taxes, and may include labor and transport fees, (excluding zoning permits).
- 2. Installation Information Sheet:** The Installation Information Sheet describes the surface preparation requirements, describes the transportation vehicle and area requirements.
- 3. Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and make your Non-Refundable Order Payment (the "Order Date").

Agreement to Purchase

You agree to purchase the metal structure (the "structure") described in your Sales Order Contract from Carport Central or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement. A member of the manufacturing team will contact you to coordinate final payment and delivery of the Metal Structure. Because the Metal Structure is galvanized steel and transported on an open trailer, it may exhibit signs of normal wear and tear in line with its respective final delivery destination.

Purchase Price, Taxes and Official Fees

The purchase price of the Metal Structure is indicated in your Metal Structure Sales Order. This purchase price may include taxes and official or government fees, which could amount to up to 10% or more of the Metal Structure purchase price. Because these taxes and fees are constantly changing and will depend on other factors, such as where your metal structure will be delivered, you will be responsible for paying these additional taxes and fees. You may also incur additional costs if the Metal Structure needs to be shipped from a different location.

Cancellation/ Default:

We incur significant costs in the configuration, design, and reserving the Metal Structure for you, coordinating the sale and also incur significant costs for remarketing and reselling the Metal Structure if you cancel or default in this Agreement. As a result, your Order Payment is non-refundable. You acknowledge that the Order Payment amount is a fair and reasonable estimate of the actual damages that we have incurred or may incur, costs that are otherwise impracticable or extremely difficult to determine. You acknowledge that this Sales Order Contract and this Agreement are made and entered for the purchase of a metal structure of service.

Delivery

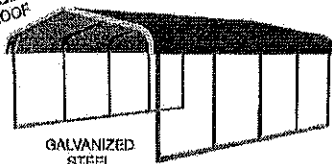
If you are picking up your Metal Structure, your Metal Structure will be ready for pickup at the Metal Structure nearest Manufacture Center, or other location as we may agree to. You agree to schedule and take delivery of your Metal Structure within one or two weeks of the Schedule Date. If you are unable to take delivery within the specified period, your Metal Structure may be made available for sale to other customers.

The shipping of the Metal Structure to you via a third-party contractor carrier. You agree that delivery of the Metal Structure, including the transfer of manufacture contract and risk of loss to you, will occur at the time your Metal Structure is loaded onto the Contractor carrier's transport (i.e., FOB shipping point).

The estimated delivery date of your Metal Structure can take from two weeks and up to eight months or later, depending on the delivery location. The delivery indicated in this Agreement is an estimate only and is not a guarantee of when your Metal Structure will actually be delivered. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the Metal Structure and all proceeds therefrom until your obligations have been fulfilled. Final payment must be received at your delivery appointment, or prior to any shipment of your Metal Structure.

If you have a concern or dispute, you must send a written notice describing your dispute, and desired resolution to:

Attention: Processing Department P.O. Box 1308, Mount Airy, NC 27030



Pacific Metal Buildings Inc.

270 Old Hwy 99 • PO Box 485 • Maxwell, CA 95955

Main 530-438-2777 • Secondary 530-438-2877

Toll Free 1-877-604-2777 • Fax 530-438-2878

Invoice #

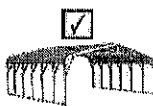
Dealer Hughson Farm Supply Phone Date 07/29/2022

Buyer Name(s) _____ County Stanislaus

Buyer Address	City	Hughson	State	CA	Zip
---------------	------	---------	-------	----	-----

Phone _____ (alternative) _____ Email _____

Site (unit location if different from above)



Lean to

Country Style Barn

Storage Building

Classical Style

Boxed Fave Style

Vertical Roof Style

10/20/2019

Description	Width	Roof Length	Frame Length	Leg Height	Gauge	Price
2 Units 25x25x8	25		25	8	12	\$ 17280.00
Option	✓ Classical Style		Boxed eave Style			
	Residential Vertical Roof/Horizontal Sides		All Vertical Roof/Sides			
	Leg Height	Size 8				\$ 770.00
	28 concrete anchors w/ L Brackets					\$ 840.00
	2 units					
	connection fee if connecting not included in total additional \$625					
Colors:	Roof	Sides	Ends	Trim		
	Ridge Cap Color (Vertical Style Only)					Installation

ALL ORDERS

C.O.D

Note: Orders will not be processed if the dealer collects more than 10%, 12%, 15% at sale price.

Tax Rate

7.875 %

Price:	\$ 18890.00
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Tax:	\$ 1487.59
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Labor:

Plans:

Equipments

Total: \$ 20377.59

10% **\$1889.00**
down payment before taxes

\$ 18488.59

Balance due at installation

- 1) All sales are C.O.D. payment of balance in full due at time of installation.
- 2) The customer is responsible for informing the installers of any underground cables, gas lines, or any other utility lines. We will not be responsible for any damages to un-locked utilities.
- 3) If there is a price discrepancy over \$20.00, the company reserves the right to cancel the order.
- 4) All quoted prices include installation of level ground at ground level only.
- 5) It is the sole responsibility of the customer to check for permits or restrictions regarding installation of the product. Some state and local ordinances may require a foundation prior to installation. an additional fee and upon request per your building department you may purchase engineered specifications and Calculations.
- 6) It is highly recommended that all ground, gravel or blacktop installation be securely fastened with mobile home anchors. In the case of installation on concrete, it is highly recommended that concrete anchors are utilized. Pacific Metal Buildings Inc. will not be responsible for any damages to the structure if the customer chooses to use only the rebar anchors provided with the carport and failure to utilize the proper anchoring method will void your warranty. Please note that the customer is responsible for patching blacktop after anchors are installed.
- 7) The warranty will be void if the unit is installed by anyone other than our approved independent contractors. Warranty is also void if customer tampers with unit such as installing fans, drilling on tubing, etc.
- 8) Your lot must be level or the unit will be installed "AS IS" on the lot. Additionally, it is the customer's sole responsibility for insuring the installation area is adequately prepared/cleared for installation. Installers will need adequate space for the construction of your building. A minimum of 3'-11" clearance all around the building is required as well as clear space above the peak height. If, upon arrival, the installers find the lot in an unsuitable condition, a \$350 Restocking fee will be added to the balance owed. INITIAL_____
- 9) The quoted price above does not include any extra tasks or requests by the customer. Any such additional tasks or requests will require a separate quotation and approved by Pacific Metal Buildings Inc.
- 10) For ALL additions, a \$150.00 return fee will be added to your balance.
- 11) Buildings over 13' tall or buildings 30' wide as tall as 12' tall will require a lift onsite for installation. PMB inc., will bill for a lift onsite unless you can provide one. The lift must reach at least 20' +/-.
- 12) We highly recommend a Vertical Roof line on units over 30' long to avoid leaks. Classical and Box Eave Styles over 30' long will not have any leak warranty. INITIAL_____
- 13) Limited Warranty. Seller warrants for a period of twenty years from the date of completion of installation against rust through on the framing only assuming normal user care and maintenance on 12 gauge material only. This warranty does NOT apply to 14 gauge materials.

BALANCES OWING: All unpaid balances must be paid in full at the time of installation. If balances due and owing are unpaid, Pacific Metal Buildings Inc. reserves the right to repossess the carport/garage and/or charge a 10% per annum interest fee. If you choose to cancel the installation of the structure, Pacific Metal Buildings Inc. is not responsible for returning your 10% down payment. Upon cancellation, you will be required to get your 10% back from the Dealer you paid it to.

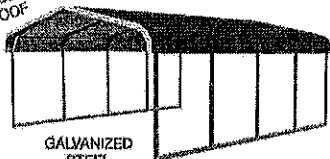
ALL SPECIAL ORDERS REQUIRE A NON-REFUNDABLE 60% DOWN PAYMENT PRIOR TO THE COMMENCEMENT OF ANY WORK, DESIGN, OR FABRICATION.

This is a contract. By signing this, customer acknowledges and agrees with all of the above terms and the terms contained on the reverse side of this document. This contract is NOT final until review/approval by Pacific Metal Buildings Inc.

Balance to be paid in full at time of installation to Pacific Metal Buildings Inc. by Check, Money Order, Visa, Master Card or Discover Card.

CUSTOMER SIGNATURE

DEALER SIGNATURE _____



GALVANIZED STEEL FRAMING

ANCHORS FOR GROUND INSTALLATION



270 Old Hwy 99 • PO Box 485 • Maxwell, CA 95955
Main 530-438-2777 • Secondary 530-438-2877
Toll Free 1-877-604-2777 • Fax 530-438-2878

Invoice #

Dealer Hughson Farm Supply Phone Date 07/28/2022

Buyer Name(s) _____ County _____

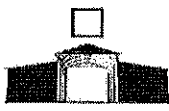
Buyer Address	City	Hughson	State	CA	Zip
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Phone _____ (alternative) _____ Email _____

Site (unit location if different from above) _____



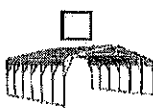
Lean to



Country Style Barn



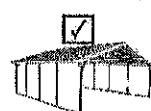
Storage Building



Classical Style



Boxed Eave Style



Vertical Roof Style



Warehouse

Description	Width	Roof Length	Frame Length	Leg Height	Gauge	Price
30x40x12	30		40	12	12	\$ 17290.00
Option	Classical Style		Boxed eave Style			
	Residential Vertical Roof/Horizontal Sides		✓ All Vertical Roof/Sides			\$ 1905.00
	Leg Height		Size 12			\$ 1440.00
	Header for openings on one side					\$ 1150.00
	22 concrete anchors w/ L Brackets					\$ 660.00
	6 Diagonal Bracing					\$ 1800.00
	2- 17' wide by 11' tall openings on one side wall					
Colors:	Roof	Sides	Ends	Trim		
	Ridge Cap Color (Vertical Style Only)					Installation

ALL ORDERS

C.O.D

Note: Orders will not be processed if the dealer collects more than 10%, 12%, 15% at sale price.

Tax Rate

7.875 %

Price:	\$ 24245.00
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Tax:	\$ 1909.29
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Labor:

Plans:

Equipment

Total: \$ 26154.29

10% **\$2424.50**
down payment before taxes

\$ 23729.79

Balance due at installation

- 1) All sales are C.O.D. payment of balance in full due at time of installation.
- 2) The customer is responsible for informing the installers of any underground cables, gas lines, or any other utility lines. We will not be responsible for any damages to un-locked utilities.
- 3) If there is a price discrepancy over \$20.00, the company reserves the right to cancel the order.
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- 7) The warranty will be void if the unit is installed by anyone other than our approved independent contractors. Warranty is also void if customer tampers with unit such as installing fans, drilling on building, etc.
- 8) Your lot must be level or the unit will be installed "AS IS" on the lot. Additionally, it is the customer's sole responsibility for insuring the installation area is adequately prepared/cleared for installation. Installers will need adequate space for the construction of your building. A minimum of 3'ft-4'ft clearance all around the building is required as well as clear space above the peak height. If, upon arrival, the installers find the lot in an unsuitable condition, a \$350 Reworking fee will be added to the balance owed. INITIAL_____
- 9) The quoted price above does not include any extra tasks or requests by the customer. Any such additional tasks or requests will require a separate quotation and approved by Pacific Metal Buildings Inc.
- 10) For ALL additions, a \$150.00 return fee will be added to your balance.
- 11) Buildings over 13' tall or buildings 30' wide as tall as 12' tall will require a lift onsite for installation. PMB Inc., will bill for a lift onsite unless you can provide one. The lift must reach at least 20'ft+.
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- 13) Limited Warranty. Seller warrants for a period of twenty years from the date of completion of installation against rust through on the framing only assuming normal user care and maintenance on 12 gauge material only. This warranty does NOT apply to 14 gauge materials.

BALANCES OWING: All unpaid balances must be paid in full at the time of installation. If balances due and owing are unpaid, Pacific Metal Buildings Inc. reserves the right to repossess the carport/garage and/or charge a 10% per annum interest fee. If you choose to cancel the installation of the structure, Pacific Metal Buildings Inc. is not responsible for returning your 10% down payment. Upon cancellation, you will be required to get your 10% back from the Dealer you paid it to.

ALL SPECIAL ORDERS REQUIRE A NON-REFUNDABLE 60% DOWN PAYMENT PRIOR TO THE COMMENCEMENT OF ANY WORK, DESIGN, OR FABRICATION.

This is a contract. By signing this, customer acknowledges and agrees with all of the above terms and the terms contained on the reverse side of this document. This contract is NOT final until review/approval by Pacific Metal Buildings Inc.

Balance to be paid in full at time of installation to Pacific Metal Buildings Inc. by Check, Money Order, Visa, Master Card or Discover Card.

CUSTOMER SIGNATURE

DEALER SIGNATURE _____

William Newlin

From: Kelly Brintle <kelly.mayberrymetal@gmail.com>
Sent: Monday, July 25, 2022 11:33 AM
To: William Newlin
Subject: Quote response

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I have a quote for (2) 25x25x8 Vertical Style A-frame Steel Roof Unit with 14 gauge framing completely open on all sides for \$6875.00 each and a quote for a 40x30x12 Clear Span Unit with 14 gauge framing diagonal bracing throughout completely open on all sides for the total amount of \$23,068.65 (This will require a lift for truss install and customer must provide) The two smaller units includes free installation on your level land and color of your choice at no extra charge mix and match to your desire. *Additional discounts have been applied to this quote
Please email or call me with any questions or concerns you may have or to move forward with this and get ordered and installed in a timely manner.

Due to the new steel tariff that has taken place in the last month the prices have increased and this pricing is subject to change in the future. To lock this price in you must place a down payment on the unit which is fully refundable anytime before install if drastic measures take place or you deem necessary to go another direction.



Carports Color Chart.jpg

Kelly Brintle
Office - 336-673-0902
Cell - 336-750-7389

Thank You

Kelly Brintle

Steel Structure Specialist

Mayberry Metal Structures

Office: 1-877-662-9060 ext.202

Cell At 336-750-7389

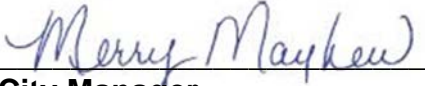
We Now Offer NO Credit Check Rent to Own

as Well as Bank Financing, Ask me how today!



CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: August 8, 2022
Subject: Approval of the Hughson Economic Development Committee's Recommendation to Create Shadow Art on Sidewalks in the Hughson Downtown Project Area
Enclosure: Shadow Art Examples
Presented By: Carla Jauregui, Community Development Director
Approved By: 
City Manager

Staff Recommendation:

Approve the Hughson Economic Development Committee recommendation to create shadow art on sidewalks in the Hughson Downtown Project area.

Background and Discussion:

On June 27, 2011, the Hughson City Council approved the formation of the Hughson Economic Development Committee (EDC). Currently, the EDC consists of Council Member "Bud" Hill, Council Member Mike Buck, three business owners, Victor Martino, Bella Viva; Don Bigelow, Main Street Deli, and Summer Salvemini, Hughson Automotive. The City Manager and the Community Development Director attend as staff to the Committee. The EDC committee was developed in 2011 with the following purpose:

1. To develop and advocate for an economic development strategy that maximizes commercial property tax revenues and generates employment opportunities as part of a broader, long-range strategic plan for the community as established by the City Council.
2. To work with staff to assist in the development of a business incubator in Hughson that helps create new businesses that stay in Hughson.
3. To advocate for state and federal legislation and regulations that advance economic development in Hughson.
4. To work with staff to obtain federal and state grant funds to further the economic development strategy; and

5. To support and encourage new businesses seeking to locate in Hughson and existing businesses seeking to remain or expand in Hughson.

Historically, the EDC worked to develop an economic development strategy and the development of a business incubator in Hughson. In addition, the City has contracted with Opportunity Stanislaus and the Valley Sierra Small Business Development Center (SBDC) to assist in advocating for legislation and regulations that advance economic development as well as assisting businesses with resources in the start-up phase and providing resources such as online webinars to assist businesses owners with training such as tax IDs, human resources, and a variety of other training to assist small business owners.

The EDC is now focusing on additional strategies to support and encourage new businesses seeking to locate in Hughson and existing businesses seeking to remain or expand in Hughson. Recently the Hughson Economic Development Committee (EDC) began discussions on creating a more vibrant and welcoming downtown in Hughson. City staff presented numerous ideas that would create a more pleasant environment and would be of benefit to small businesses by showcasing a downtown where more residents would shop.

Prior to these discussions beginning, the City and the Chamber worked to bring events and residents to Hughson Avenue. The Hughson Chamber of Commerce holds an annual Christmas Parade through the City of Hughson and the downtown area. Recently, the Trunk or Treat annual event that was historically held at Lebright Fields was moved to downtown Hughson.

Beginning in May 2022, the EDC discussed ideas such as painted murals on large expanses of walls that would create a colorful landscape, sidewalk shadow art, creating pleasing pedestrian walkways, and using specific alleyways for outside dining areas and/or walking paths.

The EDC members determined that it would be best to start by putting together a budget for sidewalk shadow art and at the July EDC meeting, the EDC reviewed a staff proposal and recommended moving ahead with:

1. Create a competition whereby community members would be asked to create artwork that could be used as shadow art for these three purposes:
 - Bollards/railings
 - Library books drop box
 - Bus stop

The EDC would review the artwork received, based on the parameters given including that the artwork add beauty, vibrancy and highlight the unique characteristics that Hughson has to offer. The EDC would then determine the first-place artist (\$250 prize/each) for each of the three categories. The prize would in essence pay the artists for full use of their artwork. The art could be used once or multiple times by the City. Staff would reach out to the Hughson

community through the Hughson Chronicle, City social media sites, and the Hughson schools' art departments. The idea is to create community engagement in this Project.

2. There are two paths that could be undertaken to apply the sidewalk shadow art:

- a. The artwork would be sent to a graphic artist who would create a vinyl template, and a concrete company would use the template to etch in the concrete and paint using the template. This process would create art that would remain for 10+ years in the sidewalk concrete. For 16 potential locations, the cost would be approximately \$18,000.

alternatively,

- b. The City could put out to bid to have an artist or team of artists, paint the art by hand, the artist would receive 50% of a stipend at the commencement of work and the balance of the stipend would be paid when the project is completed. Staff estimate the cost to be \$10,000 for the stipend. This option could take longer to accomplish the total project and would yield a shorter lifespan for the artwork.

The EDC recommends that to start, one shadow art location be designated, and the artwork would be applied by a company (option 1) to see if the results are as anticipated before the direction is given to move forward with the remaining areas.

Ideas that the EDC will explore, in the future once the sidewalk shadow art project is completed, are decorative pedestrian walkways and murals on the large expanses of blank walls within the downtown area as well as beautification of alleys and potential outdoor dining spaces.

Other projects that are currently programmed in the downtown area include Americans with Disability Act (ADA) parking and access, replacing the Christmas tree at Centennial Park, and potentially adding additional decorative lighting along Hughson Avenue.

Fiscal Impact:

One sidewalk shadow art is anticipated to cost no more than \$1,500. If this project is successful, the City will put out to bid for the additional areas of sidewalk shadow art. These projects are currently funded through the American Recovery Project Act-Downtown Project funds approved by the City Council on June 27, 2022. If this project is approved by the Council, and the one shadow art applied is satisfactory, the Finance Department will increase budget appropriations for the full cost of the project in the amount of \$18,000.

Examples of Sidewalk Shadow Art

Art by Damon Belanger for Redwood City



Pole illusion street art installation by DOSJOTAS on the streets of Amsterdam.



Houtlust, now known as Osocia and the Auckland Regional Council on the streets of New Zealand

