



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

**AGENDA
MONDAY, JUNE 13, 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=md5123cca956bc6822bbe08e502ebc9fe>

Meeting Number: 2551 444 6438

Password: HPmifJfJ833
(47643535 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:

2.1: Certificate of Recognition - Alex Peralta.

2.2: State of the Hughson Unified School District Address – Brenda Smith, Superintendent of Schools.

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 May 23, 2022.

3.2: Approve the Warrants Register.

3.3: Adopt Resolution No. 2022-17, Establishing a Donation and Gift Policy.

- 3.4:** Adopt Resolution No. 2022-18, Making the Required AB 361 Findings for the use of Teleconference Meetings for the Period June 13, 2022 – July 13, 2022.
- 3.5:** Waive the Second Reading and Adopt Ordinance No. 2022-01, Amending Section 12.24.020 and Section 12.24.150 of the Hughson Municipal Code Concerning Prohibited Acts within Public Places.
- 3.6:** Approval for Mayor Carr and Councilmember Buck to Attend the League of California Cities Annual Conference and Designate Mayor Carr as the Voting Delegate and Councilmember Buck as the Alternate.
- 3.7:** Approve the City of Hughson Treasurer's Report for March 2022.
- 3.8:** Approve the City of Hughson Treasurer's Quarterly Investment Portfolio Report for March 2022.
- 3.9:** Approve the Formal Response to the Stanislaus County Civil Grand Jury Measure L – Case # 22-06GJ.

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS:

- 6.1:** Accept the Fiscal Year 2020-2021 City of Hughson Financial Audit.
- 6.2:** Accept an Update on the Well 7 Replacement Project Schedule Delay.
- 6.3:** Adopt Resolution 2022-19, Restricting Water Use per the State Water Resources Control Board Emergency Regulations, Cal. Code Regs. Tit. 23, § 996, a Measure Necessary for the Immediate protection of Health and Safety and for Compliance with State Law.
- 6.4:** Adopt Resolution No. 2022-20, Awarding the Sewer and Water Improvements on Tully Road and Sewer Improvements on 2nd Street to United Pavement Maintenance, in the Not to Exceed Amount of \$1,247,017.30 and authorizing a 10% Construction Contingency as well as a 10% Set-aside for Construction Testing and Inspections and Authorize the City Manager to Execute the Final Construction Contract.

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager:

Deputy City Clerk:

Community Development Director:

Director of Finance and Administrative Services:

Police Services:

City Attorney:

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

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

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

9.1: PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

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:

June 14	<ul style="list-style-type: none"> Parks, Recreation and Entertainment Commission Meeting, City Council Chambers, 6:00 PM <i>Cancelled</i>
June 14	<ul style="list-style-type: none"> Planning Commission/Parks, Recreation and Entertainment Commission Special Meeting – Joint Workshop, City Council Chambers, 6:00 PM
June 15	<ul style="list-style-type: none"> Budget and Finance Subcommittee Meeting, City Council Chambers, 3:30 PM
June 21	<ul style="list-style-type: none"> Planning Commission Meeting, City Council Chambers, 6:00 PM <i>Tentative</i>
June 27	<ul style="list-style-type: none"> Economic and Development Committee Meeting, Hughson City Hall, 4:30 PM
June 27	<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 at and City Clerk's Office, 7018 Pine Street, Hughson, California on the Friday, prior to the scheduled meeting. Copies and/or subscriptions can be purchased for a nominal fee through the City Clerk's Office.

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

AFFIDAVIT OF POSTING

DATE: June 9, 2022 **TIME:** 5:00 PM
NAME: Ashton Gose **TITLE:** Deputy City Clerk



HEREBY AWARDS A CERTIFICATE OF RECOGNITION TO

ALEX PERALTA

**For his outstanding citizenship, and
showing great bravery in a time of need.**

Dated this 13th day of June 2022

George Carr, Mayor



CITY COUNCIL AGENDA ITEM NO. 3.1

SECTION 3: CONSENT CALENDAR

Meeting Date: June 13, 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 May 23, 2022.

Background and Overview:

The draft minutes of the meeting on May 23, 2022 are prepared for the Council's review.



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

**MINUTES
MONDAY, MAY 23, 2022 – 6:00 P.M.**

CALL TO ORDER: Mayor Pro Tem Harold Hill

ROLL CALL:

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

Absent: Mayor George Carr

Staff Present: Merry Mayhew, City Manager
Ashton Gose, Deputy City Clerk
Eric Nims, Deputy City Attorney
Anna Nicholas, Director of Finance and Admin Services
Rachel Wyse, Community Development Director
Sarah Chavarin, Accounting Manager
Fidel Landeros, Chief of Police
Jose Vasquez, Public Works Superintendent
Jaime Velazquez, Utilities Superintendent

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

NONE.

2. PRESENTATIONS: NONE.

3. CONSENT CALENDAR:

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an 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 May 9, 2022.
- 3.2:** Approve the Warrants Register.
- 3.3:** Approval of the Treasurer's Report for February 2022.
- 3.4:** Approve a Month-to-Month Non-Potable Water Agreement with Hughson Unified School District and Authorization for the City Manager to Execute the Agreement.

HILL/BUCK 4-0-0-1 motion passes to approve the consent calendar as presented, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	ABSENT

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

- 5.1: A.** Adopt Resolution No. 2022-16, Establishing an Inflatable Amusement Device Policy.
- B.** Introduce and Waive the First Reading of Ordinance No. 2022-01, Amending Section 12.24.020 and Section 12.24.150 of the Hughson Municipal Code Concerning Prohibited Acts Within Public Parks.

Deputy City Clerk Gose presented the staff report on this item.

Mayor Pro Tem Hill opened the public hearing at 6:04 PM. There was no public comment. Mayor Pro Tem Hill closed the public hearing at 6:08 PM.

HILL/BUCK 4-0-0-1 motion passes to Adopt Resolution No. 2022-16, Establishing an Inflatable Amusement Device Policy and to Introduce and Waive the First Reading of Ordinance No. 2022-01, Amending Section 12.24.020 and Section 12.24.150 of the Hughson Municipal Code Concerning Prohibited Acts Within Public Parks., with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	ABSENT

6. NEW BUSINESS:

- 6.1:** Discussion of Options to Minimize Damage from Foul Balls at Lebright Fields and Approval for Staff to Obtain Project Costs and Bring Back to Council for Final Project Approval.

Director Wyse presented the staff report on this item.

Mayor Pro Tem Hill opened public comment at 6:35PM.

Five (5) Hughson residents provided comment on the item.

Mayor Pro Tem Hill closed public comment at 6:48PM.

BUCK/BAWANAN 4-0-0-1 motion passes to set an age limit on Field 1 at Lebright Fields to 10 year old and younger necessitating relocation of 12 year old and older players to Starn Park, and to install a taller backstop, dugouts, and the additional 20 linear feet of extension panels at Lebright Fields reducing the intrusion of foul balls onto neighboring properties, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	ABSENT

7. CORRESPONDENCE: NONE.**8. COMMENTS:**

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

City Manager:

City Manager Mayhew provided a reminder regarding the Laying of the Wreath Ceremony being held at the Deputy Dennis Wallace Soccer Fields on May 30, 2022 at 8AM.

Community Development Director:

Director Wyse provided an update on the Well #7 Replacement Project.

Director of Finance and Administrative Services:

Director Nicholas informed the Council of several trainings that staff have been attending. She also informed the Council that the 2021 Quarter 4 Sales Tax update is available on the City website.

Police Services:

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

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

Councilmember Bawanan attended a Chamber of Commerce Board of Directors meeting on May 18, 2022. He attended a Fruit and Nut Festival Recap meeting on May 19, 2022. He thanked staff and Hughson Police Services for their continued hard work.

Councilmember Buck attended a West Turlock Subbassin GSA meeting. He attended a Hughson Economic Development Committee meeting on May 23, 2022. He thanked staff for their continued hard work.

Mayor Pro Tem Hill attended a Hughson Economic Development Committee meeting on May 23, 2022. He thanked staff for their continued hard work.

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

NONE.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.**ADJOURNMENT:**

BUCK/BAWANAN 4-0-0-1 motion passes to adjourn the regular meeting of May 23, 2022, at 7:09 PM with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	ABSENT

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: June 13, 2022
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Anna Nicholas, Director of Finance

Approved By: Merry Mayken

Staff Recommendation:

Approve the Warrants Register as presented.

Background and Overview:

The warrants register presented to the City Council is a listing of all expenditures paid from May 17, 2022, through June 7, 2022.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

Check Report

By Check Number

Date Range: 05/17/2022 - 06/07/2022

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						
01420	CALIFORNIA STATE DISBURSEMENT UNIT	05/17/2022	Regular	0.00	224.12	55296
INV0007145	Invoice	05/16/2022	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	224.12	
00016	ABS PRESORT	05/20/2022	Regular	0.00	1,324.10	55297
94715	Invoice	05/10/2022	BILL PRINTING- May 2022	0.00	1,324.10	
00049	ALLIED ADMINISTRATORS	05/20/2022	Regular	0.00	2,165.36	55298
INV0007170	Invoice	05/18/2022	DELTA DENTAL - June 2022	0.00	2,165.36	
01603	Amazon Capital Services, Inc.	05/20/2022	Regular	0.00	367.57	55299
1739-QXDM-V1WK	Invoice	05/13/2022	Cell Phone Cover	0.00	13.74	
1TQC-VX4C-F34M	Invoice	05/17/2022	code reader and batteries	0.00	353.83	
00094	AT&T MOBILITY	05/20/2022	Regular	0.00	398.31	55300
287303621604X0..	Invoice	05/02/2022	PHONES	0.00	398.31	
00284	CHARTER COMMUNICATION	05/20/2022	Regular	0.00	343.80	55301
0013555050122	Invoice	05/01/2022	IP ADDRESS- PINE ST	0.00	250.91	
0054047051022	Invoice	05/10/2022	IP ADDRESS- 1ST	0.00	92.89	
00305	CITY OF HUGHSON	05/20/2022	Regular	0.00	4,781.97	55302
INV0007172	Invoice	05/01/2022	LLDS & STARN PARK	0.00	4,781.97	
00463	EXPRESS PERSONNEL SERVICE	05/20/2022	Regular	0.00	1,003.20	55303
27141857	Invoice	05/04/2022	Extra Help- PW	0.00	1,003.20	
00614	HUGHSON FARM SUPPLY	05/20/2022	Regular	0.00	240.53	55304
H418471	Invoice	05/17/2022	prunners for streets	0.00	240.53	
00627	HUGHSON NAPA AUTO & TRUCK	05/20/2022	Regular	0.00	39.29	55305
337628	Invoice	05/17/2022	fittings	0.00	28.00	
337645	Invoice	05/17/2022	fittins	0.00	11.29	
00623	HUGHSON TIRE	05/20/2022	Regular	0.00	20.00	55306
404838	Invoice	05/17/2022	tire repair	0.00	20.00	
00755	MCR ENGINEERING, INC	05/20/2022	Regular	0.00	7,320.00	55307
16981	Invoice	04/07/2022	Well 7 Site Improvements	0.00	7,320.00	
00611	Mid Valley Publications	05/20/2022	Regular	0.00	129.50	55308
338869	Invoice	05/10/2022	Public Hearing by City Council	0.00	129.50	
01435	North Valley Labor Compliance Services	05/20/2022	Regular	0.00	1,687.50	55309
004890	Invoice	03/30/2022	Well 7 Phase II Tank Construction	0.00	712.50	
004903	Invoice	05/01/2022	Well 7 Phase II Tank Construction	0.00	975.00	
00837	NORTHSTAR CHEMICAL	05/20/2022	Regular	0.00	2,404.16	55310
223226	Invoice	05/11/2022	Chemicals supply Blanket PO	0.00	2,077.31	
223227	Invoice	05/11/2022	Chemicals supply Blanket PO	0.00	326.85	
01090	SUTTER HEALTH PLUS	05/20/2022	Regular	0.00	17,045.94	55311
2094043	Invoice	05/02/2022	MEDICAL INSURANCE- June 2022	0.00	17,045.94	
01738	Tesla Energy Operations	05/20/2022	Regular	0.00	390.63	55312
INV0007167	Invoice	07/20/2021	Building Permit Refund - Tesla Energy	0.00	390.63	
01709	The Lincoln National Life Insurance Company	05/20/2022	Regular	0.00	438.15	55313
INV0007169	Invoice	05/18/2022	Coverage for June 2022	0.00	438.15	

Check Report

Date Range: 05/17/2022 - 06/07/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01206	WARDEN'S OFFICE	05/20/2022	Regular	0.00	6.85	55314
20777741-0	Invoice	05/12/2022	MISC OFFICE SUPPLIES	0.00	6.85	
00886	PIZZA FACTORY	05/23/2022	Regular	0.00	31.28	55315
INV0007174	Invoice	05/23/2022	Food for EDC Meeting 5/23	0.00	31.28	
00032	AFLAC	05/27/2022	Regular	0.00	461.01	55316
327643	Invoice	05/12/2022	AFLAC	0.00	461.01	
01603	Amazon Capital Services, Inc.	05/27/2022	Regular	0.00	123.87	55317
1DTC-NLM1-NRQD	Invoice	05/17/2022	COFFEE	0.00	123.87	
01597	Anna Nicholas	05/27/2022	Regular	0.00	90.60	55318
INV0007178	Invoice	05/13/2022	Meal for Management Workshop 5/13/2022	0.00	90.60	
01736	Antonio Hidalgo's Tree Service, Inc	05/27/2022	Regular	0.00	7,700.00	55319
0703	Invoice	05/25/2022	tree removal on fox lld	0.00	7,700.00	
01601	Colantuono, Highsmith & Whatley, PC	05/27/2022	Regular	0.00	5,915.00	55320
51339	Invoice	04/05/2022	Professional Services	0.00	3,705.00	
51676	Invoice	05/16/2022	Professional Services	0.00	2,210.00	
01538	Colonial Life	05/27/2022	Regular	0.00	626.54	55321
54059070501896	Invoice	05/01/2022	Colonial Life	0.00	626.54	
01741	Derek Stanhope	05/27/2022	Regular	0.00	100.00	55322
INV0007180	Invoice	05/15/2022	Starn Park Rental Deposit Stanhope	0.00	100.00	
00463	EXPRESS PERSONNEL SERVICE	05/27/2022	Regular	0.00	1,064.00	55323
27166924	Invoice	05/11/2022	Extra Help- PW	0.00	1,064.00	
00522	GEOANALYTICAL LABORATORIE	05/27/2022	Regular	0.00	64.00	55324
I2C2217	Invoice	05/25/2022	lab test	0.00	64.00	
00528	GILTON SOLID WASTE MANAGE	05/27/2022	Regular	0.00	68,794.77	55325
INV0007192	Invoice	04/30/2022	GARBAGE SERVICE- MARCH	0.00	68,794.77	
01612	GreatAmerica Financial Svcs.	05/27/2022	Regular	0.00	358.92	55326
31547025	Invoice	04/29/2022	LEASE	0.00	358.92	
00614	HUGHSON FARM SUPPLY	05/27/2022	Regular	0.00	100.92	55327
H419400	Invoice	05/25/2022	prunners for adrian	0.00	100.92	
00677	JORGENSEN & CO.	05/27/2022	Regular	0.00	191.68	55328
5999521	Invoice	05/25/2022	senior center semi annual service	0.00	191.68	
01739	Juan Ramirez	05/27/2022	Regular	0.00	100.00	55329
INV0007179	Invoice	05/15/2022	Starn Park Rental Deposit Ramirez	0.00	100.00	
01451	Leah Brasher	05/27/2022	Regular	0.00	100.00	55330
INV0007181	Invoice	05/14/2022	Starn Park Rental Deposit Brasher	0.00	100.00	
01735	Merced Community College District	05/27/2022	Regular	0.00	92.00	55331
10265129	Invoice	05/13/2022	Emotional Intelligence Training - Gose, Chav...	0.00	46.00	
10265131	Invoice	05/13/2022	Emotional Intelegence Traingin - Mayhew, N...	0.00	46.00	
00822	NESTLE WATERS	05/27/2022	Regular	0.00	66.98	55332
12E0025664277	Invoice	05/20/2022	water service	0.00	66.98	
00824	NEUMILLER & BEARDSLEE	05/27/2022	Regular	0.00	6,283.00	55333
326542	Invoice	05/16/2022	LEGAL SERVICES	0.00	1,600.00	
327054	Invoice	05/16/2022	LEGAL SERVICES	0.00	4,683.00	
00884	PITNEY BOWES	05/27/2022	Regular	0.00	430.77	55334
INV0007176	Invoice	05/24/2022	LEASE	0.00	430.77	
00901	PREFERRED ALLIANCE, INC.	05/27/2022	Regular	0.00	104.49	55335

Check Report

Date Range: 05/17/2022 - 06/07/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0174587-IN	Invoice	04/30/2022	OFF-SITE PARTICIPANT	0.00	104.49	
00902	PRICE FORD	05/27/2022	Regular	0.00	308.10	55336
12677 12673 126...	Invoice	05/25/2022	parts for pw21	0.00	308.10	
00906	PROVOST & PRITCHARD CONSU	05/27/2022	Regular	0.00	10,963.70	55337
92187	Invoice	05/13/2022	TCP Treatment Design	0.00	10,963.70	
01434	State of California Department of Justice	05/27/2022	Regular	0.00	32.00	55338
579052	Invoice	05/04/2022	Fingerprints Rosales	0.00	32.00	
01069	STEELEY, JARED WATER & WA	05/27/2022	Regular	0.00	3,659.50	55339
9420	Invoice	05/02/2022	Monthly Professional Services Blanket PO	0.00	3,659.50	
01144	TROPHY WORKS	05/27/2022	Regular	0.00	16.18	55340
910825	Invoice	05/24/2022	Name Plate - Eric Nims	0.00	16.18	
01149	TURLOCK IRRIGATION DIST.	05/27/2022	Regular	0.00	26,728.16	55341
INV0007182	Invoice	05/16/2022	ELECTRIC	0.00	26,728.16	
01192	VISION SERVICE PLAN	05/27/2022	Regular	0.00	514.46	55342
INV0007175	Invoice	05/19/2022	MEDICAL INSURANCE WITHHELD- JUNE 2022	0.00	514.46	
01206	WARDEN'S OFFICE	05/27/2022	Regular	0.00	117.37	55343
2078385-0	Invoice	05/24/2022	MISC OFFICE SUPPLIES	0.00	117.37	
01220	WESTURF INC.	05/27/2022	Regular	0.00	41,422.92	55344
74543	Invoice	05/05/2022	Lazer 96" Diesel Mower	0.00	41,422.92	
01249	WORLD OIL ENVIRONMENTAL SERVICES	05/27/2022	Regular	0.00	95.00	55345
I500-00825799	Invoice	05/25/2022	oil recycling	0.00	95.00	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	06/03/2022	Regular	0.00	224.12	55346
INV0007203	Invoice	06/01/2022	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	224.12	
00005	A&A PORTABLES, INC	06/07/2022	Regular	0.00	80.78	55347
114-13141318	Invoice	05/31/2022	Well 7 Fence Rental	0.00	80.78	
01742	Alfonso Brajas	06/07/2022	Regular	0.00	560.00	55348
INV0007219	Invoice	06/06/2022	Senior Center Rental Refund Barajas	0.00	560.00	
01603	Amazon Capital Services, Inc.	06/07/2022	Regular	0.00	17.96	55349
1WN7-VYGY-RD76	Invoice	05/25/2022	Office Supplies	0.00	17.96	
00104	AYERA TECHNOLOGIES INC.	06/07/2022	Regular	0.00	168.00	55350
371344	Invoice	06/01/2022	Net Service	0.00	168.00	
00109	BADGER METER, INC	06/07/2022	Regular	0.00	1,903.74	55351
80096376	Invoice	06/06/2022	service badger	0.00	1,903.74	
00123	BAY ALARM CO	06/07/2022	Regular	0.00	199.50	55352
2256342220515M	Invoice	06/06/2022	monitoring	0.00	199.50	
01585	Bay City Equipment Industries Inc	06/07/2022	Regular	0.00	2,906.73	55353
W258215	Invoice	06/06/2022	Genset service well8	0.00	738.15	
W258253	Invoice	06/06/2022	Genset service Well3	0.00	2,168.58	
00463	EXPRESS PERSONNEL SERVICE	06/07/2022	Regular	0.00	6,189.79	55354
27204550	Invoice	05/18/2022	Extra Help- PW	0.00	2,200.96	
27237477	Invoice	05/25/2022	Extra Help- PW	0.00	3,988.83	
00464	EZ NETWORK SOLUTIONS	06/07/2022	Regular	0.00	5,253.10	55355
41298	Invoice	05/31/2022	IT SERVICES	0.00	857.00	
TS41372	Invoice	06/01/2022	IT SERVICES	0.00	4,396.10	
00528	GILTON SOLID WASTE MANAGE	06/07/2022	Regular	0.00	1,895.07	55356

Check Report

Date Range: 05/17/2022 - 06/07/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
HUGHSS-070	Invoice	05/27/2022	STREET SWEEPING May 2022	0.00	1,895.07	
00546	GRANITE TELECOMMUNICATION	06/07/2022	Regular	0.00	1,364.12	55357
563103726	Invoice	06/01/2022	PHONES	0.00	1,364.12	
01254	HUGHSON AUTOMOTIVE	06/07/2022	Regular	0.00	284.88	55358
5580	Invoice	06/06/2022	pw 21 repairs	0.00	284.88	
01583	Hunt & Sons, Inc.	06/07/2022	Regular	0.00	3,347.59	55359
INV0007220	Invoice	05/12/2022	Gasoline Blanket PO	0.00	3,347.59	
01398	Jose Vasquez	06/07/2022	Regular	0.00	143.81	55360
22490	Invoice	06/02/2022	Parts for Irrigation	0.00	143.81	
01632	Metropolitan Transportation Commission	06/07/2022	Regular	0.00	4,750.00	55361
EST-9126	Invoice	05/26/2022	Street Saver Annual Subscription	0.00	4,750.00	
00807	Municipal Maintenance Equipment, Inc	06/07/2022	Regular	0.00	55.19	55362
0163877-CM	Credit Memo	09/30/2021	Return of Invoice 0162240	0.00	-1,217.74	
0164048-IN	Invoice	06/06/2022	vac truck hose reel	0.00	1,272.93	
00879	PG & E	06/07/2022	Regular	0.00	51.84	55363
INV0007218	Invoice	05/25/2022	UTILITIES	0.00	51.84	
01580	Quincy Compressor LLC	06/07/2022	Regular	0.00	1,644.14	55364
614029	Invoice	06/06/2022	well 8 comp service	0.00	1,644.14	
01599	SMILE BUSINESS PRODUCTS, INC	06/07/2022	Regular	0.00	159.67	55365
1040407	Invoice	05/24/2022	COPIES	0.00	159.67	
01520	SWRCB-DWOCF	06/07/2022	Regular	0.00	105.00	55366
INV0007234	Invoice	05/25/2022	D1 certs renewal (jose)	0.00	105.00	
01161	UNITED RENTALS	06/07/2022	Regular	0.00	2,502.73	55367
205715507-001	Invoice	05/05/2022	Barrier Wall - Fruit and Nut Festival	0.00	2,502.73	
00543	W.W. GRAINGER, INC.	06/07/2022	Regular	0.00	420.58	55368
9314076275	Invoice	06/07/2022	blower motrors	0.00	420.58	
01224	WILBUR-ELLIS COMPANY	06/07/2022	Regular	0.00	1,248.87	55369
14799992	Invoice	06/06/2022	weed spray	0.00	1,248.87	
01225	WILLDAN ENGINEERING	06/07/2022	Regular	0.00	15,056.50	55370
00336239	Invoice	05/20/2022	City Engineering Services	0.00	1,350.00	
00336246	Invoice	05/20/2022	Parkwood	0.00	5,400.00	
00623164	Invoice	05/16/2022	WHITMORE AVE SIDEWALK	0.00	8,306.50	

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	89	75	0.00	267,521.91
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
	89	75	0.00	267,521.91

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	89	75	0.00	267,521.91
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
	89	75	0.00	267,521.91

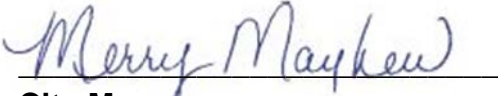
Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	5/2022	216,988.20
999	POOLED CASH/CONSOLIDATED CASH	6/2022	50,533.71
			267,521.91



CITY COUNCIL AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: June 13, 2022
Subject: Adopt Resolution No. 2022-17, Establishing a Donation and Gift Policy
Enclosure: Draft Donation and Gift Policy
Presented By: Ashton Gose, Management Analyst
Approved By: 
City Manager

Staff Recommendation:

Adopt Resolution No. 2022-17, Establishing a Donation and Gift Policy.

Background:

A donation is a contribution made without expectation of goods, services, or significant benefit or recognition in return. The City every so often accepts donations from individuals, community groups, and businesses, typically monetary, and designated for a specific purpose, including City sponsored events.

Currently, the City does not have an adopted policy in place which establishes a formal process for the acceptance of donations and gifts made to the City, and/or its employees.

Discussion:

Staff has drafted a policy that will not only establish a formal process for the acceptance and documentation of donations and gifts made to the City, but also establish standards for City employees, and City officials regarding the acceptance of gifts during the performance of City business.

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

- **Donation:** a contribution made to the City without expectation of goods, services, or significant benefit or recognition in return. Donations may be offered in the form of money or contributions of real or personal property. A donation may be undesignated, where the donor has placed no limitation on its use, or designated, where the donor has

designated its use to a specific purpose (e.g., City sponsored events like National Night Out, Tent or Trunk and Treat, etc.). Donations that, if accepted, would obligate the City to enter into a service, procurement, or other agreement shall not be considered a donation.

- Gift: Any payment or other benefit that confers a personal benefit on the recipient for which they have not provided equal or greater consideration to the donor (e.g., holiday gift baskets, etc.).
- Donations may only be accepted when they have a purpose consistent with the City's goals and objectives and are in the best interest of Hughson.
- Donors shall not expect, nor shall the City grant, any extra consideration to the donor in relation to City procurement, regulatory matters, or any other business, services, or operations of the City.
- Designated, and undesignated donations of \$1,000 or less may be accepted by the City Manager. Designated, and undesignated donations of more than \$1,000 must be brought to the City Council for approval and acceptance. The City Manager may only accept or decline any donation after consideration of an immediate or initial expenditure, and consideration of the potential and extent of the City's obligation to maintain, match or supplement the donation. The City Manager may choose to request City Council consideration of any donation.
- The City Council shall consider proposed donations beyond the authority of the City Manager set forth above. The City Council may accept or decline any donation at its sole discretion.
- Before acceptance of a designated or an undesignated donation valued at more than \$1,000, which requires the acceptance of the City Council, the respective obligations of the donor and the City shall be set forth in a donation agreement. A sample donation agreement is attached as Exhibit B. The City Manager or City Council may require donation agreements for donations valued at any amount.
- A list of accepted donations shall be forwarded for information on an annual basis to the City Council by the City Clerk's Office.

Fiscal Impact:

There is no fiscal impact with the adoption of the Donation and Gift Policy. There could be positive fiscal impacts with future acceptances of donations or gifts should they be made to the City, such as offsets to program expenses or providing additional resources to enhance activities or events.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2022-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
ESTABLISHING A DONATION AND GIFT POLICY**

WHEREAS, the City of Hughson does not have a current policy in place for the acceptance of donations and gifts made to the City; and

WHEREAS, from time to time the City accepts donations and gifts from individuals, community groups, and businesses; and

WHEREAS, the City of Hughson City Council desires to adopt a policy which establishes a formal process for acceptance and documentation of donations and gifts made to the City, and also provides guidance when individuals, community groups, and businesses wish to make donations to the City, and also establishes the standards for City employees and City officials regarding the acceptance of gifts during the performance of City business; and

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

PASSED AND ADOPTED, by the City Council of the City of Hughson at its regular meeting held on this 13th day of June, 2022 by the following roll call votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk



CITY OF HUGHSON DONATION AND GIFT POLICY

A. PURPOSE:

The purpose of this policy is to establish a formal process for acceptance and documentation of donations and gifts made to the City. This policy provides guidance when individuals, community groups, and businesses wish to make donations to the City. This policy also establishes the standards for City employees and City officials regarding the acceptance of gifts during the performance of City business.

B. DEFINITIONS:

1. Donation: A contribution made to the City without expectation of goods, services, or significant benefit or recognition in return. Donations may be offered in the form of money or contributions of real or personal property. A donation may be undesignated, where the donor has placed no limitation on its use, or designated, where the donor has designated its use to a specific purpose (e.g., City sponsored events like National Night Out, Tent or Trunk and Treat, etc.). Donations that, if accepted, would obligate the City to enter into a service, procurement, or other agreement shall not be considered a donation.
2. Gift: Any payment or other benefit that confers a personal benefit on the recipient for which they have not provided equal or greater consideration to the donor (e.g., holiday gift baskets, etc.).
3. Donor: Any organization or individual who provides the City with a donation.
4. Donation Agreement: An agreement between the City and the donor that details any restrictions on a donation as well as the respective obligations of the donor and the City.

C. GENERAL PROVISIONS:

1. The City welcomes undesignated donations, and designated donations, that enhance City services, programs, activities, and/or events, reduce costs that the City would incur in the absence of the donation, or that otherwise provide a benefit to the City. The City may decline any donation without comment or cause.
2. Donations may only be accepted when they have a purpose consistent with the City's goals and objectives and are in the best interest of Hughson. The City must always consider the public trust and comply with all applicable laws when accepting donations. Donations may not be used for personal financial gain of any City elected or appointed official, or employee.

3. Employees and/or elected officials of the City shall follow the provisions listed in City of Hughson Ordinance No. 04-03, Code of Ethics and City of Hughson Resolution No. 04-56, Conflict of Interest Code as they relate to the receipt of gifts.
4. Anonymous gifts shall be delivered to the City Manager for appropriate disposition.
5. Gifts offered for gratuitous purposes (e.g., holiday gift baskets, etc.) to any employee, department or the City shall be made available to benefit all employees.
6. This policy does not prohibit a City official from accepting anything of value by way of a gift when such a gift is made to and accepted on behalf of, the City of Hughson. All such gifts to the City shall be forwarded to the City Manager for compliance with this policy whenever possible; the City Manager will ensure that all such gifts are shared by all City staff.
7. Under the Political Reform Act, public officials and employees are required to disclose certain personal financial holdings as outlined in California Government Code sections 81000-91014. The Fair Political Practices Commission requires all public officials and employees to file a 'conflict-of-interest statement,' known as Form 700. In Schedule D of Form 700, details requirements in reporting gifts of a dollar value and shall be used.
8. Donors shall not expect, nor shall the City grant, any extra consideration to the donor in relation to City procurement, regulatory matters, or any other business, services, or operations of the City.

D. PROCEDURES:

All donations to the City, including offers to employees related to the City, shall immediately be submitted for consideration for acceptance. Based on the value of the donation offered as outlined below, appropriate City staff shall review every donation and determine if the benefits to be derived warrant acceptance of the donation. The following points list the threshold amounts for donation acceptance.

1. Acceptance of Donations:
 - a. Designated, and undesignated donations of \$1,000 or less may be accepted by the City Manager. Designated, and undesignated donations of more than \$1,000 must be brought to the City Council for approval and acceptance. The City Manager may only accept or decline any donation after consideration of an immediate or initial expenditure, and consideration of the potential and extent of the City's obligation to maintain, match or supplement the donation. The City Manager may choose to request City Council consideration of any donation.
 - b. The City Council shall consider proposed donations beyond authority of the City Manager set forth above. The City Council may accept or decline any donation at its sole discretion.
 - c. Before acceptance of any donation, a *Donation Acceptance Form*, or other applicable form, is required to be completed by the City Manager's Office. A sample Donation Acceptance Form is attached as Exhibit A.

- d. Before acceptance of a designated or an undesignated donation valued at more than \$1,000, which requires the acceptance of the City Council, the respective obligations of the donor and the City shall be set forth in a donation agreement. A sample donation agreement is attached as Exhibit B. The City Manager or City Council may require donation agreements for donations valued at any amount.
- e. When donations with a value more than \$100 are accepted, or upon the request of the donor, the City will issue the donor a receipt indicating the amount of the donation within 30 days of receiving the donation. The donation receipt will also include the date of the donation, the name of the donor, the purpose of the donation (if a designated donation) and note that the donor received no goods or services in exchange. The original receipt shall be submitted to the donor and the City shall retain a copy. A sample donation receipt is attached as Exhibit C.

2. Distribution of Donations and Gifts:

- a. Tangible items will be distributed to appropriate City departments for use or, at the discretion of the Department Director or City Manager, disposed of in an appropriate manner according to this policy.
- b. Donations of cash for designated donations will be deposited into the appropriate revenue account for the designated City service, program, activity, and/or event.
- c. Donations of cash for undesignated donations under \$1,000 will be deposited into the City's General Fund donation account. Undesignated donations in an amount over \$1,000 will be distributed at the direction of City Council.

3. Dissemination of Information:

- a. A list of accepted donations shall be forwarded for information on an annual basis to the City Council by the City Clerk's Office.
- b. A copy of each *Donation Acceptance Form* for accepted donations, and a copy of each donation receipt shall be forwarded for information to the Finance Department.
- c. Each original *Donation Acceptance Form* shall be maintained by the City Clerk's Office.

CITY OF HUGHSON, CALIFORNIA

DONATION AND GIFT POLICY ACKNOWLEDGEMENT

I have received and read the City of Hughson Donation and Gift Policy and understand its provisions. I further understand that when I sign this acknowledgement form it will be placed in my personnel file.

Employee (PRINT NAME)

Signature

Date



CITY OF HUGHSON DONATION ACCEPTANCE FORM

Name of Donor: _____

Address: _____ City: _____ State: _____ Zip: _____

Description of donation: _____

Donor estimate of current value: _____

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost:

Intended use: _____

Conditions of acceptance or donor designation: _____

Remarks: _____

Please Circle One: **ACCEPTED / DENIED**

Date

City Manager's Signature

Date Submitted to Council

Date Approved/Denied by Council

Date

Mayor's Signature (if applicable)

cc: City Council, Finance Department, City Clerk

Resolution No. #####-## Approved by the Hughson City Council on DATE



CITY OF HUGHSON STANDARD DONATION AGREEMENT

The undersigned Donor wishes to make a donation to the City of Hughson as described in more detail below.

Donor is (check and complete all that apply):

- ☐ Donating \$ _____ in a lump sum.
- ☐ Donating \$ _____ in _____ (monthly, quarterly, annually, etc.) payments of \$ _____ in _____ installments.
- ☐ Donating the following (describe products, services, real property, etc.):

Check the following boxes if applicable:

- ☐ The City's acceptance of the donation described above is subject to the conditions specified on *Attachment 1*.
- ☐ This donation is designated to the following use(s):
- _____
- _____
- ☐ This donation is being made at the request of Councilmember/City Staff Member.

Name: _____

In connection with administering this agreement, Donor and City shall work through the following primary representatives:

	City of Hughson	Donor
Primary Representative:		
Address:		
Telephone:		
Email:		

Attachment A

In addition to the foregoing, Donor and City understand and agree that:

1. The City will provide Donor with a donation receipt indicating the amount of the donation or estimated value of goods or services donated within 30 days of receiving the donation.
2. Except as provided above, the City may use the donation in any manner at its sole discretion and Donor has no right or obligation to control the City's use of the donation.
3. Donor has not and will not receive any goods or services in exchange for the donation and the City will not grant any extra consideration to the donor in relation to City procurement, regulatory matters, or any other business, services, or operations of the City.
4. Donor confirms that unless indicated otherwise above this donation is not made at the behest of a City Councilmember, or any City staff member.

IN WHITNESS WHEREOF, The parties hereto have executed this agreement.

Donor

Name

Title

Date

City of Hughson

Merry Mayhew, City Manager

Date

ATTEST:

Ashton Gose, Deputy City Clerk

Date

AS APPROVED TO FORM:

Daniel Schroeder, City Attorney

Date



City of Hughson Donation Receipt

Donation Date: _____

Donor Name: _____

Donor Address: _____

☐ a monetary contribution of \$ _____

☐ a non-monetary contribution consisting of:

[describe goods, services, property, etc.]

No goods or services were provided by the City of Hughson in return for the contribution.

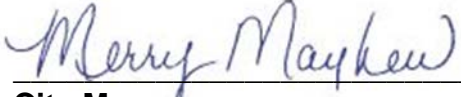
The City sincerely appreciates your donation.

City Manager



CITY COUNCIL AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: June 13, 2022
Subject: Approval to Adopt Resolution No. 2022-18, Making the Required AB 361 Findings for the use of Teleconference Meetings for the Period June 13, 2022 – July 13, 2022
Presented By: Daniel J. Schroeder, City Attorney
Approved By: 
City Manager

Staff Recommendation:

Adopt Resolution No. 2022-18, making the required AB 361 findings for the use of teleconference meetings for the period June 13, 2022 – July 13, 2022.

Background:

On March 4, 2020, Governor Gavin Newsom issued a Proclamation of a State of Emergency in response to the outbreak of COVID-19, which remains in effect. Throughout the State of Emergency, the Governor issued a series of Executive Orders to reduce the spread of COVID-19.

On March 12, 2020, the Governor issued Executive Order N-25-20 waiving certain requirements of the Ralph M. Brown Act (Brown Act) making it easier for local agencies to hold public meetings via teleconference. On March 17, 2020, the Governor issued Executive Order N-29-20 which superseded a portion of Executive Order N-25-20 and identified the ability of local agencies to continue with teleconferenced meetings provided certain requirements for public participation were met. On June 11, 2021, the Governor issued Executive Order N-08-21 which continued the waiver of the teleconference provisions in the Brown Act through September 30, 2021.

With the expiration of the Executive Orders, the Legislature introduced Assembly Bill 361 (AB 361), which allows the continued use of teleconferencing if specific requirements are met. On September 16, 2021, the Governor signed AB 361 into law. AB 361 amends section 54953 of the Brown Act and allows a local agency to use teleconferencing without complying with certain provisions of the Brown Act under certain circumstances and if certain findings are made.

Discussion:

AB 361 amends Section 54953 of the Government Code to allow a legislative body of a local agency to meet remotely without complying with the teleconference requirements imposed by the Brown Act such as agenda posting at teleconference locations, physical location access by the public, or establishing a quorum within the boundaries of the agency. The agency may do so if one of three scenarios exists, all of which requires the Governor has proclaimed a State of Emergency pursuant to Government Code section 8625:

- (A) State or local officials have imposed or recommended measures to promote social distancing;
- (B) The legislative body is holding a meeting for the purpose of determining, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees;
- (C) The legislative body is holding a meeting and has determined, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Any boards and committees that are required to comply with the Brown Act that holds a meeting under any of the scenarios identified above must continue to post an agenda within the time periods required by the Brown Act and ensure the public is able to address the board or committee directly through teleconference means. If a technological disruption prevents the board or committee from broadcasting the meeting or receiving public comments in real time, the board or committee cannot take further action until the technological function is restored.

If the proclaimed State of Emergency remains in effect, and if Hughson City Council wishes to continue meeting under the modified rules, then the Council must adopt a resolution containing the following findings: (1) the State of Emergency continues to directly impact the ability of the members to meet safely in person; or (2) state or local officials continue to impose or recommend measures to promote social distancing. The Council must reconsider and reconfirm the findings no later than every thirty (30) days.

If consecutive regular meetings fall outside the 30-day window, the Council should hold a special meeting to re-authorize the AB 361 findings. If the Council does not adopt a resolution making the findings required under AB 361, or if the authorization lapses, it will be required to comply with the traditional teleconference rules contained in the Brown Act for future meetings or until the Council utilizes AB 361 at a future date. In that scenario, the Council will be required to post an agenda at each teleconference location, teleconference locations will need to be identified on the agenda and accessible to the public, and a quorum of the Council will need to be established within the boundaries of the agency.

AB 361 allows the Council to hold its first meeting using AB 361 without previously adopting the AB 361 teleconference procedures as long as the Council makes the finding required by AB 361 within 30 days of that meeting. Adopting Resolution No. 2022-18 will make those findings now and allow the Council to continue to hold its meetings remotely effective immediately through July 13, 2022.

Fiscal Impact:

There is no direct fiscal impact in making the required AB 361 findings.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2022-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON DETERMINING
TO CONDUCT MEETINGS USING TELECONFERENCING PURSUANT TO
GOVERNMENT CODE 54953 AS AMENDED BY AB 361 FOR THE PERIOD JUNE 13,
2022 TO JULY 13, 2022.**

WHEREAS, the City of Hughson ("City") is committed to preserving and nurturing public access and participation in its meetings; and

WHEREAS, all meetings of the City legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), as amended by AB 361 (2021), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, on March 4, 2020, the Governor proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, Cal-OSHA adopted emergency regulations (Section 3205) imposing requirements on California employers, including measures to promote social distancing; and

WHEREAS, the California Department of Public Health and the Centers for Disease Control and Prevention (CDC), recommend that all individuals, regardless of vaccination status, wear face coverings in indoor public settings when in close contact with other individuals; and

WHEREAS, currently the dominant strain of COVID-19 in the country is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations, therefore, meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, the City Council desires to allow its members, staff and the public the ability to attend and participate in Council Meetings via remote means; and

WHEREAS, on January 24, 2022, the City held its regular meeting remotely by teleconference/video conference for the first time in accordance with Government Code Section 54953(e) and hereby desires to adopt this resolution in order to continue to use remote teleconference/videoconference for the 30 days thereafter.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson resolves as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Finding of Imminent Risk to Health or Safety of Attendees. The City Council does hereby find that the current dominant strain of COVID-19 in the country is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations has caused, and will continue to cause, conditions of peril to the safety of persons, thereby presenting an imminent risk to health and/or safety to City employees and other representatives, and attendees of City public meetings; and

Section 3. Teleconference Meetings. The City Council do hereby determine as a result of the State of Emergency proclaimed by the Governor, and the recommended measures to promote social distancing made by State and local officials that the City may conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e)(1)(A) and (B) of section 54953, and shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

Section 4. Direction to Staff. The City Manager and City staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately and cover the period through July 13, 2022.

PASSED AND ADOPTED by the Hughson City Council at a regular meeting thereof, held on June 13, 2022, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

»
»

APPROVED:

GEORGE CARR, Mayor

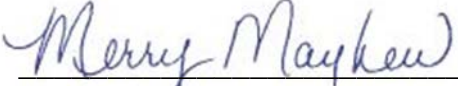
ATTEST:

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: June 13, 2022
Subject: Waive the Second Reading and Adopt Ordinance No. 2022-01, Amending Section 12.24.020, and Section 12.24.150 of the Hughson Municipal Code Concerning Prohibited Acts within Public Places
Presented By: Ashton Gose, Deputy City Clerk
Approved By: 
City Manager

Staff Recommendation:

Waive the Second Reading and Adopt Ordinance No. 2022-01, Amending Section 12.24.020 and Section 12.24.150 of the Hughson Municipal Code Concerning Prohibited Acts within Public Places.

Background and Overview:

At the May 23, 2022 regular City Council meeting, an inflatable amusement device policy, and permit process was established with the adoption of Resolution No. 2022-16. At this same meeting, the Council unanimously voted to introduce and waive the first reading of Ordinance No. 2022-01, which amends the Hughson Municipal Code (HMC) to add the use of an inflatable amusement device without a permit in a public place, or City owned park as a prohibited act.

If approved by the City Council, this Ordinance will go into effect thirty (30) days after adoption, on July 14, 2022.

Parks, Recreation and Entertainment Commission

At the regularly scheduled May 10, 2022 meeting, the Commission unanimously voted to recommend the adoption of Ordinance No. 2022-01, Amending section 12.24.020 and section 12.24.150 of the Hughson Municipal Code concerning prohibited acts within public places.

Fiscal Impact:

There is no immediate fiscal impact associated with this item. The potential fiscal impact resulting from a violation of the HMC ranges from \$100 - \$500, depending on the number of violation offenses.

**CITY OF HUGHSON
CITY COUNCIL
ORDINANCE NO. 2022-01**

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

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

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

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

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

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

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

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

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

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

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

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

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

The foregoing Ordinance was introduced, and the title thereof read at the regular meeting of the City Council of the City of Hughson held on May 23, 2022, and by a vote of the Council members present, further reading was waived.

On motion of Councilperson _____, seconded by _____, the foregoing Ordinance was passed by the City Council of the City of Hughson at a regular meeting held on _____, 2022, by the following votes:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.6

SECTION 3: CONSENT CALENDAR

Meeting Date: June 13, 2022
Subject: Approval for Mayor Carr and Councilmember Buck to Attend the League of California Cities Annual Conference and Designate Mayor Carr as the Voting Delegate and Councilmember Buck as the Alternate
Enclosure: Voting Delegate Packet
Presented By: Ashton Gose, Deputy City Clerk
Approved By: Merry Mayhew
City Manager

Staff Recommendations:

1. Approve the Mayor and Councilmember Buck to attend the League of California Cities Annual Conference on September 7-9, in Long Beach, California.
2. Designate Mayor George Carr as the Voting Delegate and Councilmember Buck as the Alternate.

Background and Overview:

The League membership considers and takes action on resolutions that establish policy at the Annual Business Meeting that takes place during the Conference.

Mayor Carr and Councilmember Buck are scheduled to attend the League of California Cities Annual Conference. In order to vote on behalf of the City of Hughson the City Council must designate a voting delegate. Each Member City has the right to cast one vote on matters pertaining to league policy.

Upon approval, City staff will register with the League confirming Mayor George Carr as the voting delegate and Councilmember Buck as the alternate representing the City of Hughson.

Fiscal Impact:

Costs associated with the 2022 League of California Cities Annual Conference and Exposition total approximately \$2,200 per attendee (conference, hotel, flight, food) and are included as part of the City's budget on an annual basis to ensure City representation.



Council Action Advised by August 31, 2022

DATE: June 1, 2022

TO: City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 7-9, 2022**

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the [Cal Cities](#) website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.



- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk _____ Date: _____ Phone: _____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:

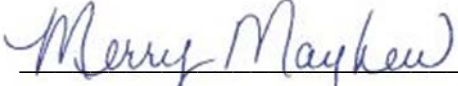
Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@calcities.org; Phone: (916) 658-8254



CITY COUNCIL AGENDA ITEM NO. 3.7

SECTION 3: CONSENT CALENDAR

Meeting Date: June 13, 2022
Subject: Approval of the Treasurer's Report for March 2022
Enclosure: Treasurer Report, March 2022
Presented By: Ashton Gose, Management Analyst
Approved By: 
City Manager

Staff Recommendation:

Review and approve the City of Hughson Treasurer's Report for March 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 March 2022, the City of Hughson has a cash and investment balance total of \$28,545,605 with \$2,723,410 invested. All investment actions executed since the last report have been made in full compliance of the City of Hughson's Investment Policy. The City of Hughson will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b) (2) and (3) respectively.

The Treasurer report for March 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 March 2022, along with supplementary graphs depicting the percentage of the City's total funds, a breakdown of the Developer Impact Fees, and an additional line plot graph further demonstrating the Developer Impact Fees. This graph depicts the Developer Impact Fees' actual balance for the past five years. After review and evaluation of the report, City staff has researched funds with a significant deficit balance and submit the following detailed explanation for March 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 \$4,619 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 March 2022, the City's cash, and investments total \$28,545,605. This compares to a March 2021 balance of \$25,692,808 and represents an increase of \$2,852,797.

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

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	\$ 25,549,563.63	\$ 371,687.21	\$ -	\$ 25,921,250.84
Adjustment	\$ (123.14)	\$ 214.94		
Outstanding Deposits +	\$ 122,302.27	\$ -	\$ -	\$ 122,302.27
Outstanding Checks/transfers -	\$ (903.31)	\$ (220,454.55)	\$ -	\$ (221,357.86)
ADJUSTED TOTAL	\$ 25,670,839.45	\$ 151,447.60	\$ -	\$ 25,822,195.25

Investments: Various				\$ 1,090,951.02
Multi-Bank WWTP				\$ 1,547,359.69
Investments: L.A.I.F.	\$ 42,617.33	\$ 42,481.78	\$	\$ 85,099.11

General Ledger Adjustments

Wages Payable				0.00
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TOTAL CASH & INVESTMENTS **\$ 28,545,605.07**

<u>Books - All Funds</u>	<u>March 2021</u>	<u>March 2022</u>	<u>Difference</u>	<u>% of Variance</u>
100 GENERAL FUND	3612709.33	3867103.88	254,394.55	7.04%
105 GENERAL FUND CONTINGENCY RESERVE	976860.57	1069121.52	92,260.95	9.44%
110 FIXED ASSETS	0	0	0.00	n/a
210 SEWER	2289874.03	3383391.6	1,093,517.57	47.75%
215 SEWER FIXED ASSET REPLACEMENT	4902276.08	5121767.59	219,491.51	4.48%
220 SEWER DEV IMPACT FEE	-894506.06	8613.12	903,119.18	100.96%
225 WWTP Expansion 2008	1252709.55	320339.71	-932,369.84	-74.43%
240 WATER	265877.81	654137.09	388,259.28	146.03%
245 Water TCP123	2807004.26	3717659.02	910,654.76	32.44%
250 WATER DEV IMPACT FEE	127287.1	380587.32	253,300.22	199.00%
255 Water Fixed Asset Replacement	3550158.6	202345.36	-3,347,813.24	-94.30%
270 COMMUNITY/SENIOR CENTER	9366.8	20960.63	11,593.83	123.78%
280 U.S.F. Resource Com. Center	-536.25	-971.66	-435.41	-81.20%
310 Garbage/Refuse	98655.98	122591.84	23,935.86	24.26%
320 GAS TAX 2103	140205.74	181112.34	40,906.60	29.18%
321 GAS TAX 2105	71928.02	87297.26	15,369.24	21.37%
322 GAS TAX 2106	-437.77	-12445.48	-12,007.71	-2742.93%
323 GAS TAX 2107	48247.87	46773.88	-1,473.99	-3.06%
324 GAS TAX 2107.5	2922.14	3922.14	1,000.00	34.22%
325 Measure L SALES TAX-ROADS	628898.57	1068533.01	439,634.44	69.91%
326 SB-1 ROADS MAINTENANCE REHABILITATION	273327.13	415163.88	141,836.75	51.89%
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	185256.32	243785.71	58,529.39	31.59%
371 TRENCH CUT FUND	3093.6	222093.6	219,000.00	7079.13%
372 IT RESERVE	103896.02	114349.75	10,453.73	10.06%
373 SELF-INSURANCE	73303.49	73303.49	0.00	0.00%
374 DIABILITY ACCESS AND EDUCATION	2709.48	3846.44	1,136.96	41.96%
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	30557.68	-5,765.17	-15.87%
384 SUPPLEMENTAL LAW ENFORCEMENT SERVICE F	381169.16	553942.93	172,773.77	45.33%
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	227892.71	229517.26	1,624.55	0.71%
393 HOME Program Grant (FTHB)	35043.29	35043.29	0.00	0.00%
394 96-STBG-1013 Grant	211124.19	210876.72	-247.47	-0.12%
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	-50711.4	-55330.1	-4,618.70	-9.11%
450 STORM DRAIN DEV IMPACT FEE	595108.81	774746.07	179,637.26	30.19%
451 PUBLIC FACILITY DEV IMPACT FEE	1490804.23	1681447.93	190,643.70	12.79%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	197867.76	462716.92	264,849.16	133.85%
453 PARK DEV IMPACT FEE	621868.75	780087.97	158,219.22	25.44%
454 PARKLAND IN LIEU	484873.86	610595.39	125,721.53	25.93%

510 WATER/SEWER DEPOSIT	86896.02	95528.46	8,632.44	9.93%
520 RDA SUCCESSOR AGENCY	367331.76	441681.57	74,349.81	20.24%
521 RDA FIXED ASSETS	0	0	0.00	n/a
530 LANDSCAPE LIGHTING DISTRICT	7963.23	6133.92	-1,829.31	n/a
531 LANDSCAPE LIGHTING DISTRICT	53449.92	60024.98	6,575.06	n/a
532 LANDSCAPE LIGHTING DISTRICT	29599.17	31181.13	1,581.96	n/a
533 LANDSCAPE LIGHTING DISTRICT	39731.98	47923.16	8,191.18	n/a
534 LANDSCAPE LIGHTING DISTRICT	-32953.6	-26973.23	5,980.37	n/a
535 LANDSCAPE LIGHTING DISTRICT	9437.13	10001.69	564.56	n/a
536 LANDSCAPE LIGHTING DISTRICT	21946.13	30268.7	8,322.57	n/a
537 LANDSCAPE LIGHTING DISTRICT	-51765.64	-63149.5	-11,383.86	n/a
538 LANDSCAPE LIGHTING DISTRICT	-29282.88	-37657.93	-8,375.05	n/a
539 LANDSCAPE LIGHTING DISTRICT	27297.92	29215.99	1,918.07	n/a
540 LANDSCAPE LIGHTING DISTRICT	47308.86	53298.8	5,989.94	n/a
541 LANDSCAPE LIGHTING DISTRICT	30690.98	30925.29	234.31	n/a
542 LANDSCAPE LIGHTING DISTRICT	4053.01	2537.35	-1,515.66	n/a
543 LANDSCAPE LIGHTING DISTRICT	17515.36	23640.89	6,125.53	n/a
550 BENEFIT ASSESMENT DISTRICT	69762.03	73522.88	3,760.85	n/a
551 BENEFIT ASSESMENT DISTRICT	12939.7	13915.7	976.00	n/a
552 BENEFIT ASSESMENT DISTRICT	123252.03	140339.99	17,087.96	n/a
553 BENEFIT ASSESMENT DISTRICT	1056.76	-1881.92	-2,938.68	n/a
554 BENEFIT ASSESMENT DISTRICT	48852.55	57304.65	8,452.10	n/a
555 BENEFIT ASSESMENT DISTRICT	14922.41	22610.29	7,687.88	n/a
560 COMMUNITY FACILITIES DISTRICT	15883.46	24240.47	8,357.01	n/a

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.

Developer Impact Fees ***

	2,323,686.91	4,331,985.04	2,008,298.13
TOTAL ALL FUNDS:	25,692,808.01	28,545,605.07	2,852,797.06

Break Down of Impact Fees ***

220 SEWER DEV IMPACT FEE	-894,506.06	\$8,613.12	903,119.18	100.96%
250 WATER DEV IMPACT FEE	127,287.10	\$380,587.32	253,300.22	199.00%
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	185,256.32	\$243,785.71	58,529.39	31.59%
450 STORM DRAIN DEV IMPACT FEE	595,108.81	\$774,746.07	179,637.26	30.19%
451 PUBLIC FACILITY DEV IMPACT FEE	1,490,804.23	\$1,681,447.93	190,643.70	12.79%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	197,867.76	\$462,716.92	264,849.16	133.85%
453 PARK DEV IMPACT FEE	621,868.75	\$780,087.97	158,219.22	25.44%
Break Down of Impact Fees ***	2,323,686.91	4,331,985.04	2,008,298.13	86.43%

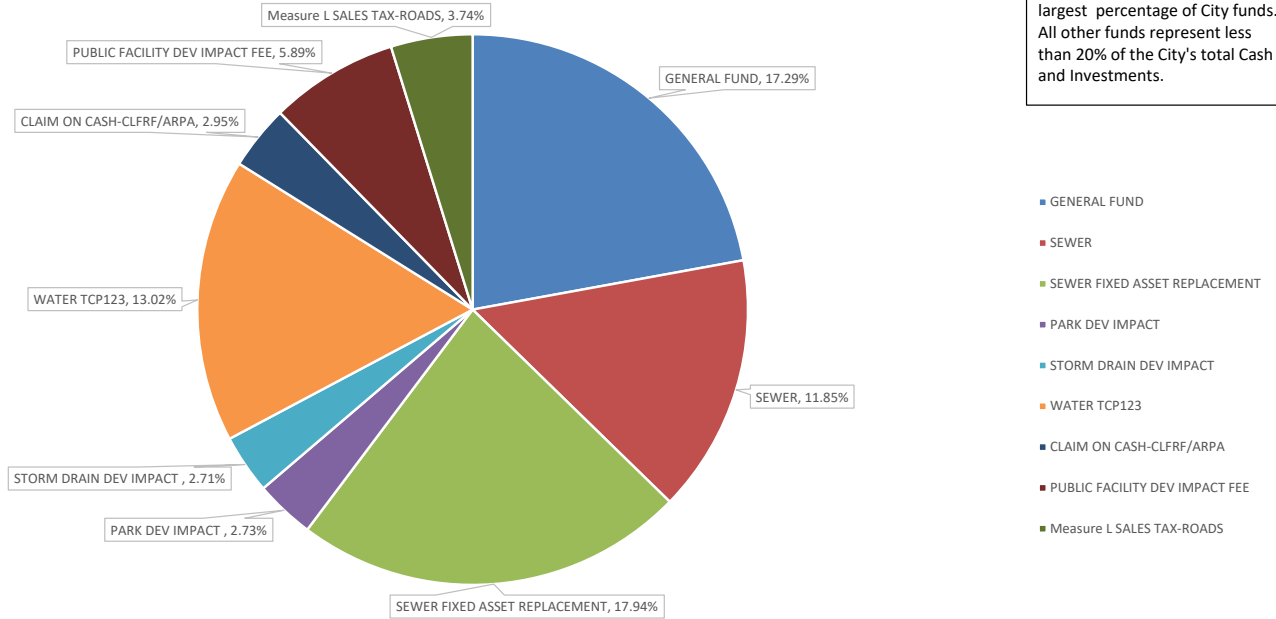
Reviewed By: Anna Nicholas

6/8/2022

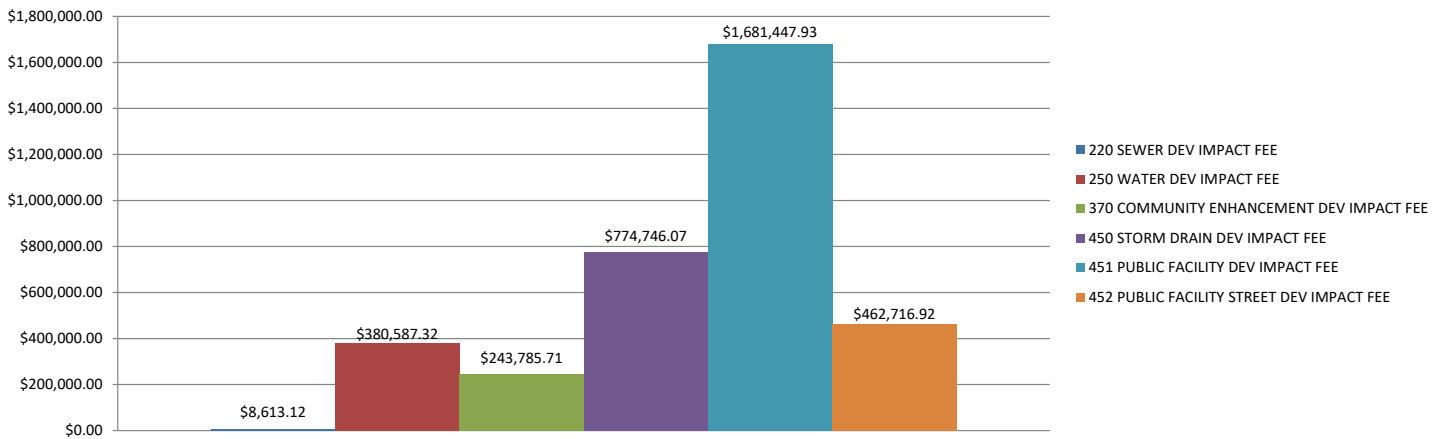
Date

Treasurer's Report - Charts and Graphs March 2022

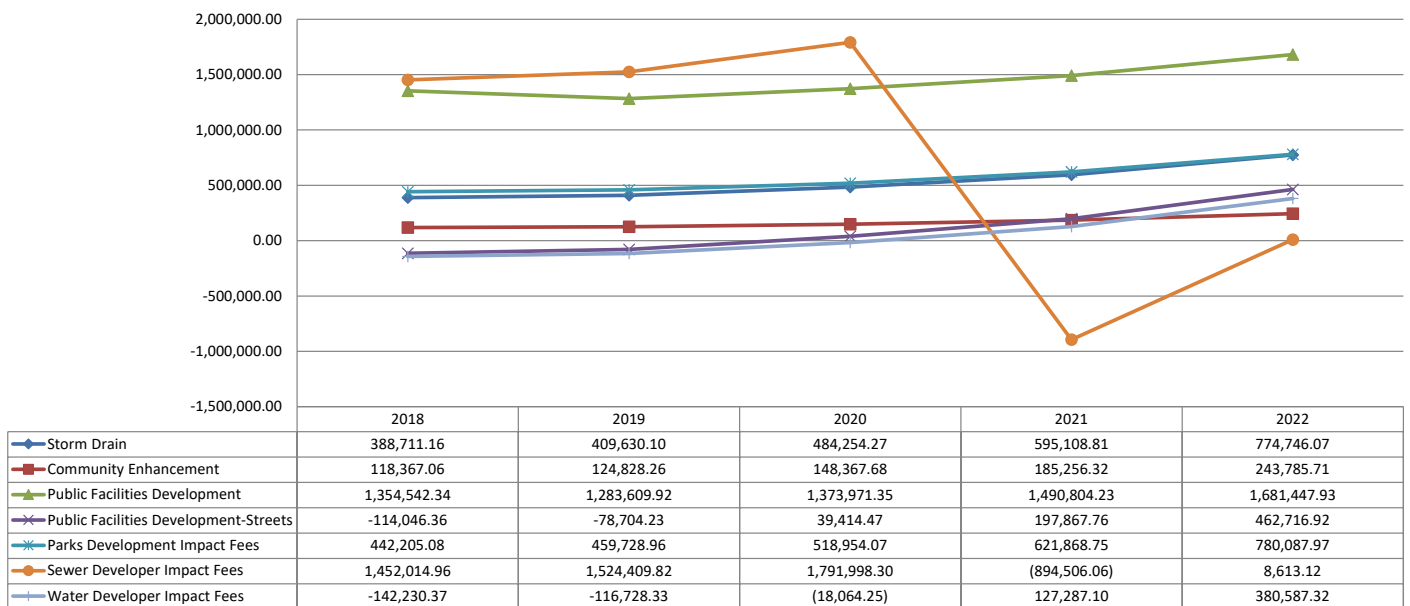
Percentage of Fund - March 2022



March 2022 Breakdown of Developer Impact Fees



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





CITY COUNCIL AGENDA ITEM NO. 3.8

SECTION 3: CONSENT CALENDAR

Meeting Date: June 13, 2022
Subject: Approval of the Treasurer's Investment Portfolio Report for March 2022
Presented By: Ashton Gose, Management Analyst
Enclosure: Portfolio of Investments, March 2022

Approved By: 
City Manager

Staff Recommendation:

Review and approve the City of Hughson Treasurer's Quarterly Investment Portfolio Report for March 2022.

Summary:

The City Treasurer reviews the City's investment practices and approves the quarterly Portfolio of Investments Report. As of March 2022, the City of Hughson's investment total is \$2,723,410 and has a total cash and investment balance of \$28,545,605. All investment actions executed since the last report have been made in full compliance of the City of Hughson's Investment Policy. The City of Hughson will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b) (2) and (3) respectively.

Discussion:

The Investment Portfolio Report is intended to provide supplementary documentation of the City of Hughson's investment practices. According to the City of Hughson's Investment Policy, the City Treasurer shall submit to the City Council a quarterly investment report containing a complete description of the portfolio, the type of investments, the issuers, maturity dates, par and dollar values, and the current market values of each component of the portfolio. As per the City's Investment Policy, when dealing with investment activities, the City of Hughson's primary objectives, in order of priority, are safety, liquidity, and return on investments.

The City of Hughson has utilized MBS Account Executive, Michael DeGeeter, as a third-party investor. According to Mr. DeGeeter, a 5-year Certificate of Deposit (CD)

laddering approach is utilized for the City's investment practices. This approach layers various CDs depending on interest rates and timing, which allows for reduced portfolio rates and a continuous stream of maturity dates. Mr. DeGeeter states that this CD approach has always spread positively for the City of Hughson and has had the highest yield of any spread thus far.

Attached is the City of Hughson Treasurer's Investment Portfolio Report for March 2022 along with supplementary graphs depicting the percentage of the City's portfolio of investments. City staff submits the following summary of investments:

Certificates of Deposits

The reported investments in CDs reflect the City's most current balance statement as of March 2022. The two accounts share a combined balance of \$2,638,311, comprising 96.88% of the City's total portfolio of investments. This compares with the balance in December 2021, three months prior, of \$2,759,890.

L.A.I.F. Investments

The reported Local Agency Investment Fund (L.A.I.F.) investments reflect the City's most current balance statement as of March 2022. The two L.A.I.F. accounts share a combined balance of \$85,099, comprising of 3.13% of the City's total portfolio of investments. This compares with the L.A.I.F. accounts balance in December 2021, three months prior, of \$85,050.

Fiscal Impact:

As of March 2022, the total investments balance for the City of Hughson is \$2,723,410 accounting for 9.54% of the City's total cash and investments. Of the amounts invested, 3.13% is invested in L.A.I.F. investments, and 96.88% is invested in Certificates of Deposit. City staff will continue to monitor and report on the City of Hughson's investment practices.

City of Hughson
Portfolio of Investments
March 2022

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	\$ 25,549,563.63	\$ 371,687.21	\$ -	\$ 25,921,250.84
Adjustment-Direct Deposit Payroll	\$ (123.14)	\$ 214.94	\$ -	\$ -
Outstanding Deposits +	\$ 122,302.27	\$ -	\$ -	\$ 122,302.27
Outstanding Checks/transfers -	\$ (903.31)	\$ (220,454.55)	\$ -	\$ (221,357.86)
ADJUSTED TOTAL	\$ 25,670,839.45	\$ 151,447.60	\$ -	\$ 25,822,195.25
Investments: Various				\$ 1,090,951.02
Multi-Bank WWTP				\$ 1,547,359.69
Investments: L.A.I.F.		\$ 42,617.33	\$ 42,481.78	\$ 85,099.11
General Ledger Adjustments				
Wages Payable				0.00
Total Investments				\$ 2,723,409.82
Total Cash & Investments				\$ 28,545,605.07

All investment actions executed since the last report have been made in full compliance with the 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.

Breakdown of Investments

Investments: Various - ***850							
Description	Maturity Dates	Quantity	Opening Balance	Closing Balance	Interest Accrued	% of Portfolio	
Cash, Money Funds And Bank Deposits:			\$ 41,292.42	\$ 41,662.32	\$ -	3.82%	
Total:			\$ 1,115,963.68	\$ 1,090,951.02	\$ -		
Fixed Income (Certificate of Deposits)	Maturity Dates	Quantity	Market Price	Market Value	Interest Accrued	Rate of Return	% of Portfolio
SALLIE MAE BK SALT LAKE CITY UT	07/14/21-07/14/26	150,000.00	\$93.4860	\$ 140,229.00	\$ 312.33	1.060%	12.85%
American Express Centurion	04/26/17-04/26/2022	100,000.00	\$100.1410	\$ 100,141.00	\$ 1,025.75	2.390%	9.18%
BMO HARRIS Chicago	9/28/20-3/28/25	175,000.00	\$94.1130	\$ 164,697.75	\$ 7.19	0.530%	15.10%
MEDALLION BK SAL LAKE	11/18/20-11/18/25	70,000.00	\$92.9620	\$ 65,073.40	\$ 13.71	0.590%	5.96%
TEXAS EXCHANGE BK CROWLEY	11/25/20-11/25/25	55,000.00	\$92.5600	\$ 50,908.00	\$ 5.42	0.640%	4.67%
Corporate Bond	10/30/20-10/30/25	130,000.00	\$90.1580	\$ 117,205.40	\$ 541.67	1.100%	10.74%
UBS BK USA SALT LAKE CITY	09/22/21-09/22/26	136,000.00	\$92.9350	\$ 126,391.60	\$ 31.86	1.020%	11.59%
JP Morgan Chase BK NA Columbus Ohio	11/10/20-11/10/25	250,000.00	\$92.8710	\$ 232,177.50	\$ 482.88	0.530%	21.28%
SALLIE MAE BK SALT LAKE CITY	6/3/2020-6/3/2025	55,000.00	\$95.3910	\$ 52,465.05	\$ 151.14	0.890%	4.81%
Total CDs				\$ 1,049,288.70	\$ 2,571.95		96.18%
Total Investments: Various Holdings				\$ 1,090,951.02	\$ 2,571.95		100.00%
Total Portfolio Investment							40.06%

Multi-Bank WWTP - ***934							
Description	Maturity Dates	Quantity	Opening Balance	Closing Balance	Interest Accrued	% of Portfolio	
Cash, Money Funds, and Bank Deposits:			\$14,978.37	\$ 16,037.93	\$ -	1.04%	
Total:			\$1,582,111.54	\$ 1,547,359.69	\$ -		
Fixed Income (Certificate of Deposits)	Maturity Dates	Quantity	Market Price	Market Value	Interest Accrued	Rate of Return	% of Portfolio
GOLDMAN SACHS	11/26/21-11/26/24	100,000.00	\$95.8210	\$ 95,821.00	\$ 451.39	1.350%	6.19%
STATE BK INDIA Chicago	7/10/20-7/10/25	98,000.00	\$95.1090	\$ 93,206.82	\$ 214.79	1.050%	6.02%
STATE BK INDIA New York	06/10/20-06/10/2025	125,000.00	\$95.3930	\$ 119,241.25	\$ 399.14	1.100%	7.71%
BMW BK NORTH AMER	8/14/20-08/14/23	55,000.00	\$98.2250	\$ 54,023.75	\$ 20.34	0.300%	3.49%
MEDALLION BK SALT LAKE	11/18/20-11/18/25	125,000.00	\$92.9620	\$ 116,202.50	\$ 24.49	0.590%	7.51%
GOLDMAN SACHS	05/19/21-05/19/26	90,000.00	\$93.3180	\$ 83,986.20	\$ 26.63	0.960%	5.43%
GOLDMAN SACHS	09/09/21-09/08/26	163,000.00	\$93.4410	\$ 152,308.83	\$ 239.14	1.120%	9.84%
AMERANT BK	02/14/22-02/16/27	250,000.00	\$95.2450	\$ 238,112.50	\$ 493.15	1.670%	15.39%
American Express Centurion Bk CTF DEP	04/26/17 - 04/26/22	67,000.00	\$100.1410	\$ 67,094.47	\$ 687.25	2.390%	4.34%
TEXAS EXCHANGE	9/11/20-12/11/24	250,000.00	\$94.9900	\$ 237,475.00	\$ 68.49	0.520%	15.35%
SALLIE MAE	7/1/20-7/1/25	98,000.00	\$94.5280	\$ 92,637.44	\$ 191.17	0.840%	5.99%
Corporate Bond	11/18/20-11/18/25	200,000.00	\$90.6060	\$ 181,212.00	\$ 738.89	1.100%	11.71%
Total CDs				\$ 1,531,321.76	\$ 3,554.87		98.96%
Total Multi-Bank WWTP Holdings				\$ 1,547,359.69	\$ 3,554.87		100.00%
Total Portfolio Investment							56.82%

L.A.I.F. Investments							
Account #	Quarterly Interest		Interest Rate	Total			% of Investment
	Quarter Begin	Principal as of December 2021	Earned as of March 2022				
****375 COH	\$	42,617.33	\$ 33.58	0.026%	\$ 42,650.91		50.08%
****005 RDA	\$	42,481.78	\$ 33.48	0.026%	\$ 42,515.26		49.92%
Total L.A.I.F Investments Holdings					\$ 85,166.17		100.00%
Total Portfolio Investment							3.13%

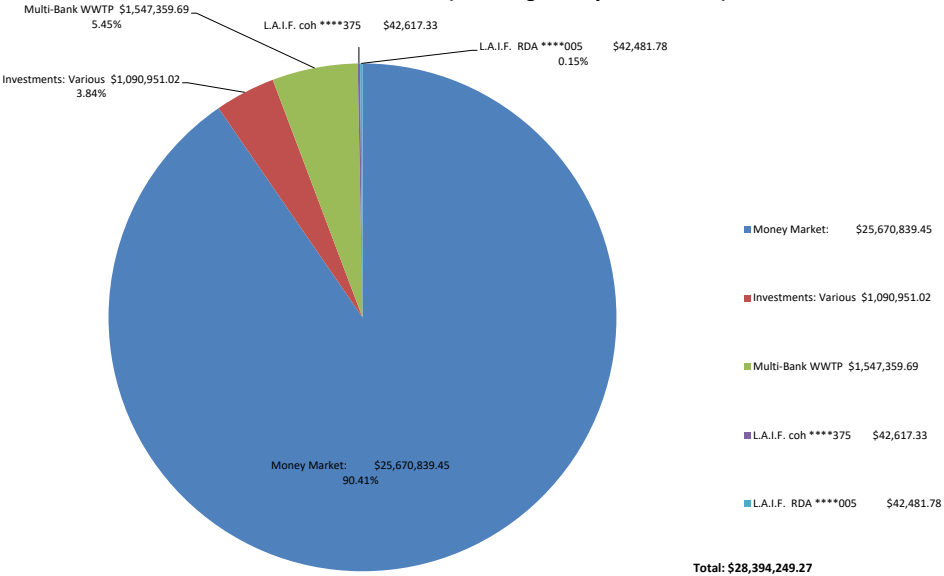
24-May-22

Prepared By: Ashton Gose, Management Analyst

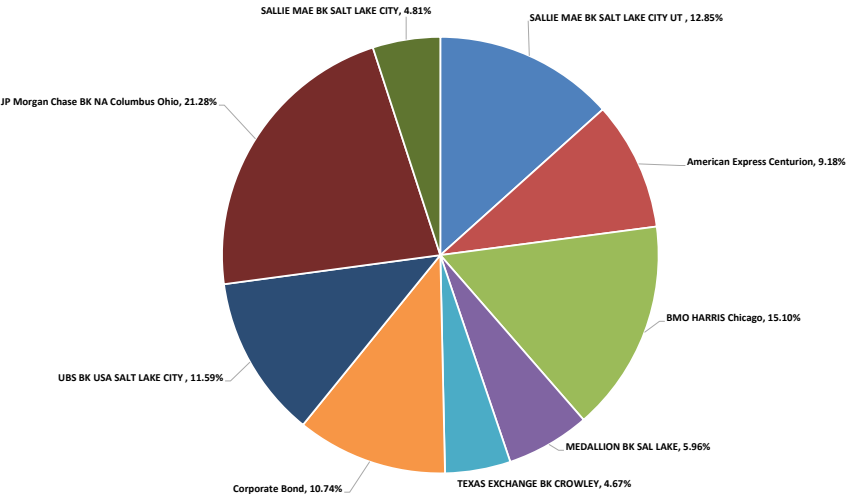
Date

Charts and Graphs

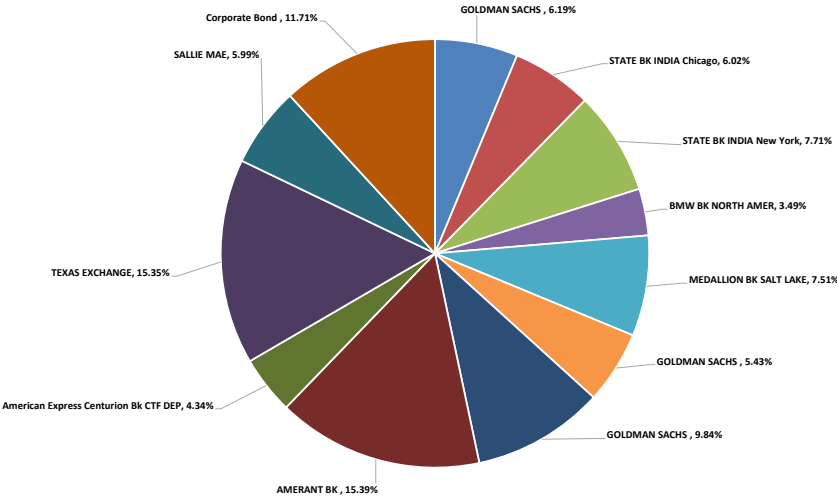
Total Portfolio of Investment (Including Money Market Cash) March 2022



Breakdown of Investments: Various - *** 850 March 2022



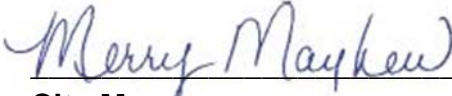
Breakdown of Multi-Bank WWTP - *** 934 March 2022





CITY COUNCIL AGENDA ITEM NO. 3.9

SECTION 3: CONSENT CALENDAR

Meeting Date: June 13, 2022
Subject: Approval of the Formal Response to the Stanislaus County Civil Grand Jury Measure L – Case # 22-06GJ
Enclosures: Draft Response to Civil Grand Jury Civil Grand Jury Report
Presented By: Merry Mayhew
Dan Schroeder, City Attorney
Approved By: 
City Manager

Staff Recommendations:

1. Approve the formal response to the Stanislaus County Civil Grand Jury Measure L – Case 22-06GJ
2. Authorize the City Manager to sign the formal response and submit it on behalf of the City of Hughson.

Background and Overview:

On May 14, 2022, the City of Hughson received a formal correspondence, regarding the Stanislaus County Civil Grand Jury Measure L – Case 22-06GJ. The City of Hughson is requested to respond to Findings (F5 and F6) and Recommendations (R5 and R6).

The California Penal Code §933 (c) specifies both the deadline by which responses shall be made to the Civil Grand Jury Final Report findings and recommendations and the required content of those responses.

All agencies are directed to respond to the Presiding Judge of the Stanislaus County Superior Court,

- Not later than 90 days after the Civil Grand Jury submits a final report on the operations of a public agency, the governing body of that agency shall respond to the findings and recommendations pertaining to the operations of that agency.

- Not later than 60 days after the Civil Grand Jury submits a final report on the operation of a County agency, the elected head governing the agency shall respond to the findings and recommendations pertaining to the operations of their agency.
- Information copies of responses pertaining to matters under the control of a county officer or agency are to be sent to the Board of Supervisors.
- A copy of all responses to the Civil Grand Jury reports shall be placed on file with the clerk of the public agency and the Office of the County Clerk, or the city clerk when applicable.
- One copy shall be placed on file with the applicable Civil Grand Jury by, and in the control of, the currently impaneled Grand Jury, where it shall be maintained for a minimum of five years.

Content of Responses

- The respondent agrees with the finding.
- The respondent disagrees wholly or partially with the finding and shall include an explanation.
- The recommendation has been implemented, with a summary regarding the implemented action.
- The recommendation has not been implemented, but will be implemented in the future, with a time frame for implementation.
- The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame if it is to be implemented later.
- The recommendation will not be implemented because it is unwarranted or unreasonable, with supportive explanation.

Stanislaus County Civil Grand Jury Measure L - Excerpts

The full report is attached for reference. Below are excerpts to share the highlights pertaining to the City of Hughson.

The Stanislaus County Civil Grand Jury's (SCCGJ) inquiry into Measure L, the local transportation sales tax, was to gauge the transparency between the cities/County and the public regarding the use of public funds. In addition, SCCGJ examined whether the public information requirements of the Master Funding Agreements (MFA) were being followed. The cities of Hughson, Newman, and Oakdale were evaluated, as well as the Stanislaus Council of Governments (StanCOG), which is the administrator of the MFAs.

The following are the key findings and recommendations that pertained to the City of Hughson and require a response.

F5. The information currently on Hughson's website does not give the public a clear understanding of the program, how Measure L funds have been used, and future city plans for these funds.

F6. Hughson does not have a public awareness program as required by its MFA.

- R5. Within three months after adoption by StanCOG of a standard for local websites, Hughson should update its website to be in compliance.
- R6. Three months after adoption of a public awareness program by StanCOG, Hughson should implement the program.

The City of Hughson disagrees partially with the above findings and shall include an explanation.

Civil Grand Jury Finding F5:

The information currently on Hughson's website does not give the public a clear understanding of the program, how Measure L funds have been used, and future City plans for these funds.

Response:

The City of Hughson continuously updates the Measure L website with information as it is received. On the date of receipt of the Grand Jury Report, the website was reviewed ([Measure L – Local Roads First – City of Hughson](#)) and the following information was found to be listed on the website:

- General Information regarding Measure L including when the measure was passed.
- A Roadway Maintenance Project Map.
- An Expenditure List that included the first five years of Measure L (2016-2021).
- A list of three projects that had been completed with Measure L funds and a picture.
- Measure L Annual Reports for FY17/18; 18/19; and 19/20.
The Annual Report for FY20/21 was posted as soon as the Final Report was received by the City.
- Annual Financial Reports for FY19/20 and FY20/21.

Consultants are currently assessing the streets in Hughson through a Pavement Condition Index and from the results of this assessment, a project list for FY22/23 will be taken to the City Council for approval and the annual project list will be placed on the Measure L website.

During the review of the City's website, a separate page was located on the website that had little to no Measure L information listed. This may be the page that led the Grand Jury to the conclusion that the City of Hughson did not have adequate Measure L information listed. That page has been removed to ensure that the public access the correct page.

Civil Grand Jury Finding F6:

Hughson does not have a public awareness program as required by its MFA.

Response:

As mentioned under Finding 5, current and accurate information is listed on Hughson's website regarding the expenditure of Measure L funds. Signage was posted at each project in excess of \$250,000 identifying it as funded in whole or part by Measure L, and the City does participate in a "public awareness program" in partnership with StanCOG to provide public information on Measure L activities by submitting revenue and expenditure reports as well as quarterly milestone reports showing progress on projects, and any other compliance reports requested by StanCOG. StanCOG creates Annual Reports which are then placed on the City's website for public view.

In addition, the City of Hughson submits all requested information to the independent auditors for the annual audited financial statements and when the audits are completed the audited reports are also placed on the website for public view.

In the future, should additional information be available to add to the website, the City will comply with posting the information for public view.

Civil Grand Jury Recommendations R5 and R6:

R5. Within three months after adoption by StanCOG of a standard for local websites, Hughson should update its website to be in compliance.

R6. Three months after adoption of a public awareness program by StanCOG, Hughson should implement the program.

Response:

The City of Hughson agrees with the above recommendations and shall implement any standard for local websites and any public awareness program adopted by StanCOG.

Fiscal Impact:

There is no fiscal impact associated with the City of Hughson's formal response to the Stanislaus County Civil Grand Jury.



June 14, 2022

Presiding Judge of the Superior Court
Honorable Robert B. Westbrook
PO Box 3488
Modesto, CA 95353

RE: Response to the Stanislaus County Civil Grand Jury Report Case # 22-06GJ

Honorable Robert B. Westbrook:

This letter is in response to the correspondence received on May 14, 2022.

City staff has reviewed the sections of the Civil Grand Jury report and presented its findings and recommendations to the Hughson City Council on June 13, 2022, regarding the inquiry into Measure L transparency. The following is the Hughson City Council's response based on this analysis and submitted as required to the Civil Grand Jury's Findings (F5 and F6) and Recommendations (R5 and R6).

The City of Hughson disagrees partially with the findings, F5 and F6.

Civil Grand Jury Finding F5:

The information currently on Hughson's website does not give the public a clear understanding of the program, how Measure L funds have been used, and future City plans for these funds.

Response:

The City of Hughson continuously updates the Measure L website with information as it is received. On the date of receipt of the Grand Jury Report, the website was reviewed ([Measure L – Local Roads First – City of Hughson](#)) and the following information was found to be listed on the website:

- General Information regarding Measure L including when the measure was passed.
- A Roadway Maintenance Project Map.
- An Expenditure List that included the first five years of Measure L (2016-2021).
- A list of three projects that had been completed with Measure L funds and a picture.
- Measure L Annual Reports for FY17/18; 18/19; and 19/20.
The Annual Report for FY20/21 was posted as soon as the Final Report was received by the City.
- Annual Financial Reports for FY19/20 and FY20/21.

Consultants are currently assessing the streets in Hughson through a Pavement Condition Index and from the results of this assessment, a project list for FY22/23 will be taken to the City Council for approval and the annual project list will be placed on the Measure L website.

During the review of the City's website, a separate page was located on the website that had little to no Measure L information listed. It is possible that this is the page that led the Grand Jury to the conclusion that the City of Hughson did not have adequate Measure L information listed. That page has been removed to ensure that the public access the correct page.

Civil Grand Jury Finding F6:

Hughson does not have a public awareness program as required by its MFA.

Response:

As mentioned under Finding 5, current and accurate information is listed on Hughson's website regarding the expenditure of Measure L funds. Signage was posted at each project in excess of \$250,000 identifying it as funded in whole or part by Measure L, and the City does participate in a "public awareness program" in partnership with StanCOG to provide public information on Measure L activities by submitting revenue and expenditure reports as well as quarterly milestone reports showing progress on projects, and any other compliance reports requested by StanCOG. StanCOG creates Annual Reports which are then placed on the City's website for public view.

In addition, the City of Hughson submits all requested information to the independent auditors for the annual audited financial statements and when the audits are completed the audited reports are also placed on the website for public view.

In the future, should additional information be available to add to the website, the City will comply with posting the information for public view.

Civil Grand Jury Recommendations R5 and R6:

R5. Within three months after adoption by StanCOG of a standard for local websites, Hughson should update its website to be in compliance.

R6. Three months after adoption of a public awareness program by StanCOG, Hughson should implement the program.

Response:

The City of Hughson agrees with the above recommendations and shall implement any standard for local websites and any public awareness program adopted by StanCOG.

Respectfully submitted,

Merry Mayhew
City Manager
City of Hughson



STANISLAUS COUNTY CIVIL GRAND JURY

PO Box 3387 – Modesto, CA 95353 – (209) 525-4252 – Fax (209) 558-8170

Date: May 11, 2022

Case #: 22-06GJ

CONFIDENTIAL – DELIVERY BY Certified Mail- Return Receipt
Requested

Name of Party Being Served Report
Hughson City Council Mayor George Carr P.O. Box 9 Hughson, CA 95326

Dear Mayor Carr ,

The Stanislaus County Civil Grand Jury has completed the attached report. The Civil Grand Jury is providing you with a copy of this report two days in advance of its public release, as required by California Penal Code §933.05(f). The Penal Code also prohibits you from disclosing any contents of the report prior to public release by the Civil Grand Jury.

Your response to the jury's findings and recommendations must be submitted to the Presiding Judge of the Superior Court, the Honorable Robert B. Westbrook, at PO Box 3488, Modesto, CA 95353. Submit a hard copy of your response. Enclosed are guidelines that may be helpful as you prepare your response.

Sincerely,

Michael Herrero, Foreperson
2022-2023 Civil Grand Jury

Distribution Information	
<input type="checkbox"/> Other	<input type="checkbox"/> In person
Signature	Date
Printed Name	Time Served

Measure L Transparency

2021-2022 Stanislaus County Civil Grand Jury

Case # 22-06GJ

SUMMARY

The intent of the Stanislaus County Civil Grand Jury's (SCCGJ) inquiry into Measure L, the local transportation sales tax, was to gauge the transparency between the cities/County and the public regarding the use of public funds. In addition, SCCGJ examined whether the public information requirements of the Master Funding Agreements (MFA) were being followed. The cities of Hughson, Newman, and Oakdale were evaluated, as well as the Stanislaus Council of Governments (StanCOG), which is the administrator of the MFAs.

SCCGJ finds that the cities of Newman and Hughson are not meeting the public information requirements of Measure L and changes to their respective websites are needed. The City of Oakdale is meeting the minimum requirements, however, additional information would be beneficial.

SCCGJ also finds that StanCOG is not adequately enforcing the public information requirements of Measure L. Minimum requirements and guidelines should be developed for the cities, County, and StanCOG to use on their respective websites. Furthermore, StanCOG should modify its internal procedures for determining compliance with the public information requirements, as well as adopt the required Public Awareness Program.

GLOSSARY

MFA	Master Funding Agreement
MLOC	Measure L Oversight Committee
SCCGJ	Stanislaus County Civil Grand Jury
StanCOG	Stanislaus Council of Governments

BACKGROUND

In November 2016, Stanislaus County voters approved a twenty-five-year, one-half cent sales tax known as Measure L: Local Roads First Transportation Funding Measure Ordinance #16-01. Measure L began in fiscal year 2017-2018 and will remain in effect until 2041. Measure L funds are to be used exclusively for transportation improvements, such as road repair work, stop signs,

traffic lights, bike paths, and sidewalks. Measure L funds may not replace other sources of funds previously used for traffic improvements, nor be used for new roads. While it was originally projected that the tax would raise \$960 million over twenty-five years, or \$38 million per year, the program has already raised over \$166 million, ahead of projections. For example, in FY 2020-2021, over \$56 million was collected. Since this is one of the largest voter approved sales taxes in County history, the proper, efficient, and effective administration of these funds is important to foster and maintain confidence in our public agencies.

Sixty-five percent of all funds are to be used locally as follows:

- Fifty percent to local streets and roads
- Ten percent to traffic management
- Five percent to bike/pedestrian improvements

The remaining thirty-five percent of the funds are broken down as:

- Twenty-eight percent for regional projects
- Seven percent for transit programs

StanCOG is the local agency which administers Measure L. All nine cities in the county, in addition to Stanislaus County, receive funds. Each of these agencies has an MFA with StanCOG containing requirements for making information about expenditures available to the public, as well as reports that must be filed with StanCOG.

The MFAs for 2020-2025 contain three separate and distinct public information requirements for cities (see Article IV, Sections A(5) through A(7) as follows:

- Provide current and accurate information on its website regarding the expenditure of Measure L funds
- Post signage at each project in excess of \$250,000 identifying it as funded in whole or part by Measure L
- Actively participate in a “public awareness program” in partnership with StanCOG to provide public information on Measure L activities

In addition to these public information requirements, the MFAs also require the cities to provide StanCOG with information which includes, but is not limited to:

- Monthly revenue, expenditure, and cash balance reports
- Quarterly “milestone” reports showing progress on projects
- Annual program compliance reports

- Independently audited financial statements for the prior fiscal year regarding use of Measure L funds

During this investigation, SCCGJ reviewed who is the responsible party for enforcing compliance with the requirements of Measure L. The primary responsibility for enforcement of the MFAs rests with the StanCOG policy board and the withholding of funds is the tool to enforce compliance. The responsibility of the Measure L Oversight Committee (MLOC) is to verify the results of the annual audits. The MLOC is composed of one citizen from each jurisdiction.

This is the third investigation of Measure L by SCCGJ. In 2018 and 2020, the overall implementation and use of funds by Ceres, Patterson, and Turlock were explored. Although regional and transit projects receive Measure L funds, this investigation concentrated on the local project portion of the program.

METHODOLOGY

While the MFAs contain a number of reporting requirements for cities and StanCog, SCCGJ focused on three requirements:

- 1) How effectively is StanCOG enforcing the requirements for public information contained in the MFAs?
- 2) How are the cities of Newman, Hughson, and Oakdale informing their citizens about Measure L through their websites?
- 3) Are the cities and StanCOG participating in a public awareness program?

During the investigation SCCGJ:

- Reviewed Ordinance #16-01, which established Measure L
- Reviewed the websites of StanCOG, Hughson, Newman, and Oakdale
- Reviewed the 2020-2025 MFA's between StanCOG and the three cities above
- Interviewed staff from each of the three cities and StanCOG
- Reviewed StanCOG Annual Reports
- Reviewed letter from StanCOG Executive Director dated April 8, 2022, regarding public awareness programs.

DISCUSSION

StanCOG

StanCOG has a responsibility to the public to be transparent about the use of Measure L funds. It is also responsible for the distribution of Measure L funds to the cities and County and to enforce the requirements of the MFAs. Failure of a city or the County to comply with the requirements can result in the withholding of funds.

Each fiscal year all cities must submit to StanCOG:

- Capital Improvement Program
- Roadway resurfacing map
- Traffic management plan
- Pedestrian and bicycle plan
- Other documents which identify all programs and projects the city intends to fund partially or fully with Measure L funds

A maintenance of effort calculation must also be submitted and verified by an independent audit. This calculation ensures that Measure L funds have been used to increase, not substitute for existing funds. In addition to the monthly revenue and expenditure reports, the cities and county are also required to submit quarterly milestone reports, detailing their projects' progress.

During the course of this investigation, StanCOG's Measure L website was not operating properly. The current website, which became functional again in February 2022, contains links to an abundance of Measure L information, including annual reports, project updates, and monthly revenue and expenditure reports.

HUGHSON

- Hughson receives 1.26% of the Measure L sales tax from StanCOG
- \$1,209,193 for streets and roads
- \$241,839 for traffic management
- \$120,919 for bike/pedestrian
- Total funding received through FY 2020-2021 was \$1,571,951
- During the same time period it spent \$698,291, primarily for streets and roads

Hughson has chosen to save some of its revenue over several years in order to have sufficient funds for major road projects. Hughson's website contained only general information regarding Measure L, in addition to a press release and annual report from StanCOG for 2017-2018.

NEWMAN

Newman also receives 1.26% of the Measure L funds from StanCOG. Because its percentage is relatively small, Newman opted to borrow money from its general fund reserves, enabling the city to undertake projects up front rather than waiting years to accumulate the necessary funds. Initially, \$1.6 million was borrowed from the general fund reserve, which is to be paid back within five years. The City of Newman's share of revenue Measure L funds as of June 30, 2021, was:

- \$1,209,193 for streets/roads,
- \$241,839 for traffic management
- \$120,919 for bike/pedestrian improvements.
- Total funding received through for FY 2020-2021 was \$1,571,951

Once these funds are paid back, the City of Newman anticipates it will borrow from its general fund reserves to finance additional Measure L projects.

When the investigation began, Newman's website contained no information on Measure L. After interviews with Newman staff, the website was modified to contain:

- General information on Measure L
- A link to StanCOG's 2019-2020 Annual Report, which contains information on Newman's revenues and expenditures for that fiscal year
- The 2019-2020 annual letter from the MLOC reviewing the third-party audit for that fiscal year
- A link to a video at StanCOG which provides an overview of Measure L
- A link to StanCOG's MLOC webpage

OAKDALE

Oakdale receives 3.86% of the Measure L funds from StanCOG. As of June 30, 2021, the City of Oakdale's revenue from Measure L was:

- \$3,704,357 for streets/roads
- \$740,871 for traffic management

- \$370,436 for bikes/pedestrians
- Total funds received through FY 2020-2021 was \$4,815,664

Oakdale's website contained the following Measure L information:

- A general description of Measure L
- A brief list of current, completed, and future projects
- A link to StanCOG's Measure L website

FINDINGS

StanCOG

- F1.** The local website requirements of the MFAs are very general and don't provide adequate guidance to the cities and County regarding website content.
- F2.** Despite information that was outdated or missing entirely from the Newman and Hughson websites, StanCOG did not enforce the MFA website posting requirements nor withhold funds from these jurisdictions.
- F3.** While it is impractical to enforce the percentage allocations between streets/roads, traffic management, and bike/pedestrian projects on an annual basis, StanCOG does not have a procedure in place to enforce these percentage allocations over the long term.
- F4.** StanCOG has not adopted a public awareness program with the cities/County as required in the MFAs.

HUGHSON

- F5.** The information currently on Hughson's website does not give the public a clear understanding of the program, how Measure L funds have been used, and future city plans for these funds.
- F6.** Hughson does not have a public awareness program as required by its MFA.

NEWMAN

- F7.** The information currently on Newman's website does not give the public a clear understanding of the program, how the Measure L funds have been used, and future city plans for these funds.
- F8.** Newman does not have a public awareness program as required by its MFA.
- F9.** Newman currently has no representative on the MLOC.

OAKDALE

- F10.** Oakdale's website has general information on Measure L overall, and limited information on current, completed, or future projects.
- F11.** Oakdale does not have a public awareness program as required by its MFA.
- F12.** Oakdale's website has a link to StanCOG which is non-operational.

RECOMMENDATIONS

StanCOG

- R1.** StanCOG should develop a minimum standard for the local websites by December 31, 2022, including a requirement that the information be updated bi-annually. Minimum requirements for local websites would include:
- A description of Measure L and the city's plan for these funds
 - Total revenues and expenditures over the life of the program
 - A list of past, current, and future projects with enough detail for the public to understand how the cities prioritize their projects
 - A contact number for additional information
 - A link to StanCOG for detailed information
- R2.** StanCOG should develop procedures to verify and enforce compliance with MFA requirements prior to disbursement of funds by December 31, 2022.
- R3.** StanCOG should discuss how the percentage allocations will be enforced over the long term with the local agencies by December 31, 2022, so that enforcement does not become impossible later in the program.

- R4.** StanCOG should adopt the public awareness program as required by the MFAs by March 31, 2023.

HUGHSON

- R5.** Within three months after adoption by StanCOG of a standard for local websites, Hughson should update its website to be in compliance.
- R6.** Three months after adoption of a public awareness program by StanCOG, Hughson should implement the program.

NEWMAN

- R7.** Within three months after adoption by StanCOG of a standard for local websites, Newman should update its website to be in compliance.
- R8.** Three months after adoption of a public awareness program by StanCOG, Newman should implement the program.
- R9.** Newman should appoint a representative to MLOC by October 31, 2022.

OAKDALE

- R10.** Within three months after adoption by StanCOG of a standard for local websites, Oakdale should update its website to be in compliance.
- R11.** Three months after adoption of a public awareness program by StanCOG, Oakdale should implement the program.
- R12.** Oakdale's website link to StanCOG should be connected by December 31, 2022.

REQUEST FOR RESPONSES

The following responses are required pursuant to Penal Code §933 and §933.05. The SCCGJ requests responses from the following governing bodies within ninety days:

- City of Hughson City Council: **F5, F6, R5, R6**
- City of Newman City Council: **F7, F8, F9, R7, R8, R9**
- City of Oakdale City Council: **F10, F11, F12, R10, R11, R12**

The above listed responses are required pursuant to Penal Code §933 and §933.05. The SCCGJ requests response from the following governing body within sixty days:

- StanCOG Executive Director: **F1, F2, F3, F4, R1, R2, R3, R4.**

Responses are to be submitted to:

The Honorable Robert B. Westbrook
Presiding Judge, Superior Court of California, County of Stanislaus
P.O. Box 3488
Modesto, CA 95353

DISCLAIMER

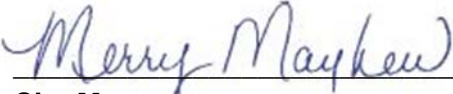
Case #22-06GJ is issued by the 2021-2022 Stanislaus County Civil Grand Jury with the following exception: a grand jury member recused voluntarily due to a perceived conflict of interest. The recused grand juror was excluded from all phases of the investigation, including interviews, deliberations, voting, and in writing and approval of this report. None of the information included in this report was obtained from the excluded grand juror as a means of mitigating a potential bias to the integrity of this report.

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.
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CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: June 13, 2022
Subject: Acceptance of the Fiscal Year 2020-21 City of Hughson Audited Annual Financial Report
Enclosures: Annual Financial Report Fiscal Year Ended June 30, 2021 Management Report & Auditor's Communication Letter
Presented By: Anna Nicholas, Director of Finance & Administrative Svcs.
Approved By: 
City Manager

Staff Recommendation:

Review and accept the City of Hughson's Fiscal Year 2020-21 audited Annual Financial Report.

Background and Overview:

Each year, the City's financial records are audited by an independent Certified Public Accounting firm. The firm of Moss, Levy & Hartzheim, LLP, completed the City's audit of Fiscal Year 2020-21, and has produced the Annual Financial Report for Fiscal Year End June 30, 2021. The opinion given by the auditors for this audit is an unmodified opinion. An unmodified opinion is given when the auditor expresses an opinion that the financial statements are presented, in all material respects, in accordance with Generally Accepted Accounting Principles (GAAP). This is the highest opinion that auditors can give on the financial statements. Audited Annual Financial Reports are important documents to governmental agencies. They are used by governing boards, members of the public and bond rating agencies.

The Management Discussion and Analysis of the Annual Financial Report provides a detailed analysis of the financial highlights for the fiscal year ending June 30, 2021, some of which are:

1. On the government-wide governmental activities, the City's total net position equaled \$38,486,100, an increase of \$2,637,285 over the prior fiscal year.
2. For business type activities (i.e., water, sewer), the City's total net position equaled \$54,667,350, an increase of \$7,396,635 over the prior fiscal year.

3. The General Fund revenues and expenditures were consistent with the previous fiscal year. Revenues increased by \$141,785 and expenditures decreased by \$114,880. The fund balance increased by \$651,817 to \$4,715,340. The General Fund reserve is healthy when compared to similar governmental units. With the current reserves and fund balance, the City could operate for approximately two years without additional revenue.
4. The Sewer Fund total net position increased by \$811,049 to \$35,941,536.
5. The Water Fund total net position increased by \$6,605,343 to \$18,433,916 due to grant revenue for projects.
6. The Successor Agency continues to carry a negative fund balance due to holding the RDA (Redevelopment Agency) issued debt. Money continues to be collected on the tax roll to pay down the debt.
7. The City's Net Pension Liability as of June 30, 2021, equaled \$3,486,050.
 - a. Miscellaneous: \$2,611,642
 - b. Safety: \$874,408This is a total increase of \$195,277 from the prior year.
8. The audit did not produce any internal control findings that would be considered material weaknesses or significant deficiencies. There were no difficulties encountered in performing the audit and no management disagreements to report. Two significant deficiencies were noted the previous year and City management has implemented internal controls to rectify those findings.
9. The audit produced one other finding which has carried over year to year. This finding pertains to the year-end close process. City management is in agreement with this observation and will continue to work with the auditors on ensuring the best accounting practices for the City while maintaining adequate internal controls.

The City continued to face economic uncertainty during this auditing period due to the COVID-19 Pandemic; however, the City continues to remain in a good financial position. Looking forward, operating expenses continue to rise and will be expected to do so in the near future due to supply chain issues, increasing labor costs, and overall impacts of inflationary economic activity. Sales tax revenues are expected to remain consistent and property tax revenues are expected to increase based on current planned development and the anticipated property tax reallocation sharing agreement with the County.

Fiscal Impact:

There is no fiscal impact for the acceptance of the Annual Financial Report. The cost of the audit is budgeted for in the annual budget process and the completion of the work came in at the budgeted amount.

CITY OF HUGHSON
Annual Financial Report
Fiscal Year Ended June 30, 2021

CITY OF HUGHSON
ANNUAL FINANCIAL REPORT
Fiscal Year Ended June 30, 2021

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ANNUAL FINANCIAL REPORT
Fiscal Year Ended June 30, 2021

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FINANCIAL SECTION



MOSS, LEVY & HARTZHEIM LLP

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INDEPENDENT AUDITOR'S REPORT

The Members of the City Council of the
City of Hughson
Hughson, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Hughson, California (City) as of and for the fiscal year ended June 30, 2021, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Hughson, California, as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof, for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 14 to the financial statements, In January 2020, the World Health Organization has declared COVID-19 to constitute a "Public Health Emergency of International Concern." Given the uncertainty of the situation, the duration of any financial impact cannot be reasonably estimated at this time. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 13, Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget to Actual – General Fund, and the Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget to Actual – Refuse Special Revenue Fund, Schedule of Changes in the Net Pension Liability and Related Ratios, and Schedule of Pension Contributions on pages 57 through 60 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.


Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Hughson's basic financial statements. The Budgetary Comparison Schedules for the Public Facilities Capital Projects Fund and Nonmajor Governmental Funds; the Combining Financial Statements for the Nonmajor Governmental Funds, and the Nonmajor Enterprise Funds listed in the table of contents are presented for purposes of additional analysis and are not required parts of the basic financial statements.

The Budgetary Comparison Schedules for the Public Facilities Capital Projects Fund and Nonmajor Governmental Funds; the Combining Financial Statements for the Nonmajor Governmental Funds, and the Nonmajor Enterprise Funds are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 28, 2022, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.


Moss, Levy & Hartzheim, LLP
Culver City, California
April 28, 2022

CITY OF HUGHSON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

This discussion and analysis provides an overview of the City of Hughson's financial performance for the fiscal year ended June 30, 2021. This report has been prepared in accordance with Accounting Principles Generally Accepted in the United States of America (USGAAP) as established by the Governmental Accounting Standard Board (GASB). We encourage our readers to consider this information in conjunction with the information provided in the accompanying basic financial statements and notes. The City's fiscal highlights are presented below:

FINANCIAL HIGHLIGHTS

Financial highlights of fiscal year ended June 30, 2021 include the following:

Government-wide:

- The City's total net position was \$93,153,450 as of June 30, 2021. Of this total, \$38,486,100 was governmental net position and \$54,667,350 was business-type net position.
- Governmental revenues include program revenues of \$3,486,828 and general revenues and transfers of \$3,400,227, for a total of \$6,887,055.
- Governmental expenses were \$4,249,770.
- Business-type program revenues, transfers and interest were \$11,215,218 while business-type expenses were \$3,818,583.

Fund Level:

- Governmental fund balances *increased* \$2,366,707 in fiscal year 2021.
- Governmental fund revenues *increased* \$607,638 in fiscal year 2021. Although the functional revenue is largely unchanged from the previous fiscal year, the increase in the current fiscal year can be attributed mainly to intergovernmental revenue but is consistent with previous fiscal years due to the nature of the revenue.
- Governmental fund expenditures decreased by \$594,559 mainly due to decreased spending on capital projects.

General Fund:

- General Fund revenues of \$3,266,890 is largely consistent with the previous fiscal year.
- General Fund expenditures of \$2,703,885 is consistent with the previous fiscal year.
- General Fund fund balance of \$4,715,340 as of June 30, 2021, *increased* by \$651,817 from 2020 fiscal year's fund balance of \$4,063,523.

OVERVIEW OF THE ANNUAL FINANCIAL REPORT

This Annual Financial Report is divided into five parts:

1. Government-wide financial statements
2. Fund financial statements
3. Notes to the financial statements
4. Required supplementary information
5. Other supplemental information

Government-wide Financial Statements

The Government-wide financial statements provide a longer-term view of the City's activities as a whole and comprise the Statement of Net Position and the Statement of Activities. The Statement of Net Position provides information about the financial position of the City as a whole, including all of its capital assets and long-term liabilities on the full accrual basis, similar to that used by private industry.

CITY OF HUGHSON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

The Statement of Activities provides information about all the City's revenues and all of its expenses, also on the full accrual basis, with the emphasis on measuring net revenues or expenses of each of the City's programs. The Statement of Activities explains in detail the change in net positions for the fiscal year.

All of the City's activities are grouped into governmental activities and business-type activities, as explained below. The amounts in the Statement of Net Position and the Statement of Activities are separated into governmental activities and business-type activities in order to provide a summary of these two activities for the City as a whole.

Government-wide financial statements are prepared on the accrual basis, which mean they measure the flow of all economic resources of the City as a whole.

The Statement of Net Position and the Statement of Activities present information about the following:

Governmental Activities – All of the City's basic services are considered to be governmental activities. These services are supported by the general City revenues such as taxes, and by specific program revenues such as user fees and charges.

Business-type Activities – The City's enterprise activities of water, and wastewater are reported in this area. Unlike governmental services, these services are supported by charges paid by users based on the amount of service they use.

Governmental Fund Financial Statements

The governmental fund financial statements report on the City's operations in more detail than the Government-wide statements and focus primarily on the short-term activities of the City's General Fund and other major funds. The governmental fund financial statements measure only current revenues and expenditures and fund balances; they exclude capital assets, long-term debt, and other long-term amounts.

The governmental fund financial statements provide detailed information about each of the City's most significant funds, called major funds. Major funds account for the major financial activities of the City and are presented individually, while the activities of non-major funds are presented in summary, with subordinate schedules presenting the detail for each of these other funds. The concept of major funds, and the determination of which funds are major, was established by the Governmental Accounting Standards Board (GASB) Statement No. 34 and replaces the concept of combining like funds and presenting them in total. Instead, each major fund is presented individually, with all non-major funds summarized and presented only in a single column. Subordinate schedules present detail of these non-major funds. Major funds present the major activities of the City for the fiscal year, and may change from year to year as a result of changes in the pattern of the City's activities.

In the City's case, there are three major governmental funds in addition to the General Fund: Home Loan Special Revenue Fund, Refuse Special Revenue Fund, and Public Facilities Capital Projects Fund.

The City reports 2 major and 2 non-major enterprise funds

Fund financial statements include governmental and proprietary funds as discussed below.

Governmental fund financial statements are prepared on the modified accrual basis, which means they measure only current financial resources and uses. Capital assets and other long-lived assets, along with long-term liabilities, are not presented in the governmental fund financial statements.

Proprietary fund financial statements are prepared on the full accrual basis and include all of their assets and liabilities, current and long-term.

CITY OF HUGHSON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

FINANCIAL ACTIVITIES OF THE CITY AS A WHOLE

This analysis focuses on the net positions and changes in net positions of the City as a whole. Tables 1, 2, and 3 focus on the City's Governmental Statement of Net Position and Statement of Activities, while Tables 4, 5, and 6 focus on the City's Business-type Statement of Net Position and Statement of Activities.

Table 1
Governmental Activities Net Position at June 30,

	Governmental Activities 2021	Governmental Activities 2020
<u>Assets</u>		
Cash and investments	\$ 11,854,017	\$ 9,356,393
Other assets	2,909,079	1,885,156
Capital assets, net	26,046,581	26,589,179
Total Assets	40,809,677	37,830,728
<u>Deferred Outflows of Resources</u>		
Pension related	350,796	402,437
Total Def. Outflows	350,796	402,437
<u>Liabilities</u>		
Long term liabilities	1,914,459	1,801,460
Other liabilities	699,198	449,212
Total Liabilities	2,613,657	2,250,672
<u>Deferred Inflows of Resources</u>		
Pension related	60,716	133,678
Total Def. Inflows	60,716	133,678
<u>Net Position</u>		
Net investment in capital assets	26,046,581	26,589,179
Restricted	8,469,926	6,720,693
Unrestricted	3,969,593	2,538,943
Total Net Position	\$ 38,486,100	\$ 35,848,815

The City's governmental net position amounted to \$38,486,100 as of June 30, 2021, an *increase* of \$2,637,285 over 2020. This increase in the change in net position is reflected in the Governmental Activities column of the Statement of Activities shown in Table 2. The City's net position as of June 30, 2021 comprised the following:

Cash and investments comprised **\$11,854,017**. Substantially all of these amounts were held in short term investments in government securities, as detailed in Note 3 to the financial statements.

Receivables comprised **\$1,737,516** of current receivables and loans receivable of **\$1,170,349** that is due over longer periods of time as explained in the Notes.

Capital assets of **\$26,046,581** net of depreciation charges, which included all the City's capital assets used in governmental activities.

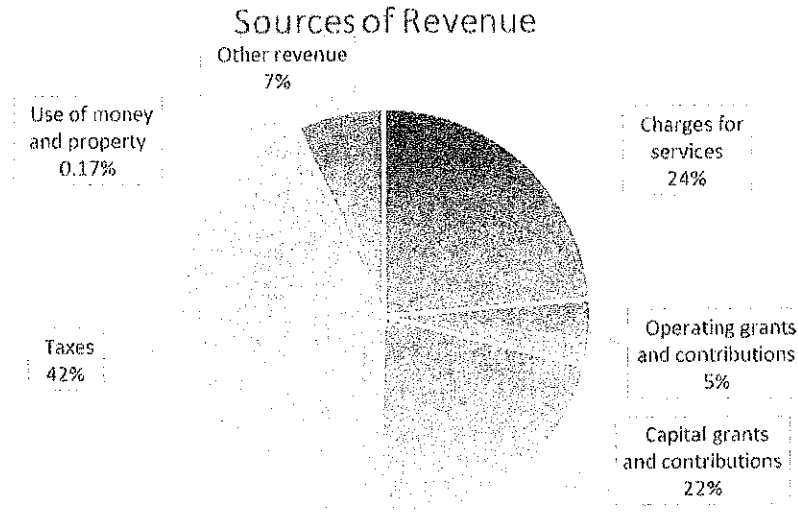
Current liabilities, including accounts payable, claims, and other amounts due currently, totaled **\$699,198**.

Long-term liabilities of **\$1,914,459** does not include **\$10,000**, which is the current portion. The debt is related to the City's Net Pension Liability and compensated absences.

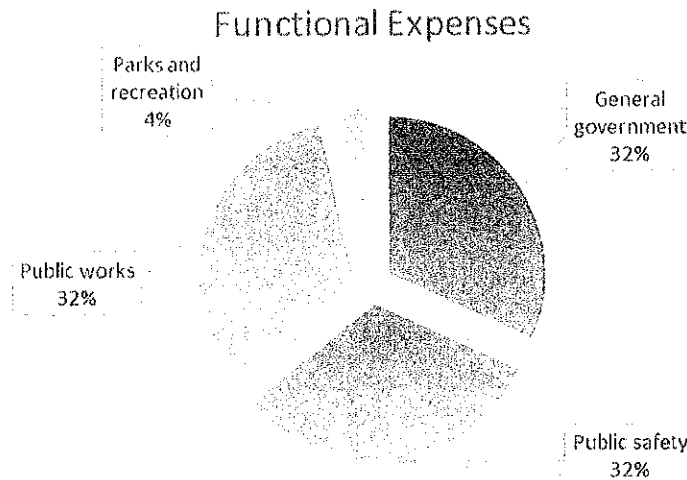
CITY OF HUGHSON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

Net investment in capital assets of **\$26,046,581**, represents the City's investment in capital assets used in governmental activities, net of accumulated depreciation and amounts borrowed to finance those investments.

Unrestricted net position, the part of net position that can be used to finance day to day operations without constraints established by debt covenants or other legal requirements or restrictions, was **\$3,969,593** as of June 30, 2021.



As the Sources of Revenue chart above shows, \$2,916,265 or 42% of the City's fiscal year 2021 governmental activities revenue came from taxes, while \$1,634,249 or 24% came from charges for services, \$1,495,727 or 22%, came from capital grants and contributions, \$356,852 or 5% came from operating grants and contributions, and the remainder came from a variety of sources.



The Functional Expenses chart above includes only current fiscal year expenses; it does not include capital outlays, which are added to the City's capital assets. As the chart shows, general government was \$1,352,233, or 32%, of total governmental expenses, public safety was \$1,381,473, or 32%, public works was \$1,364,106, or 32%, parks and recreation was \$151,958, or 4%.

The Statements of Activities presents program revenues and expenses and general revenues in detail. All of these elements in the changes in governmental net position are summarized below.

CITY OF HUGHSON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

Table 2
Change in Governmental Net Position

	Governmental Activities 2021	Governmental Activities 2020
<u>Expenses</u>		
General government	\$ 1,352,233	\$ 1,547,178
Public safety	1,381,473	1,358,476
Public works	1,364,106	1,356,358
Parks and recreation	151,958	128,437
Total Expenses	4,249,770	4,390,449
<u>Revenues</u>		
<u>Program revenues</u>		
Charges for services	1,634,249	1,055,398
Operating grants and contributions	356,852	1,085,983
Capital grants and contributions	1,495,727	773,554
Total program revenues	3,486,828	2,914,935
<u>General revenues and transfers</u>		
Taxes	2,916,265	1,598,099
Use of money and property	11,605	27,143
Other revenue	467,237	829,266
Transfers	5,120	5,120
Total general revenues and transfers	3,400,227	2,459,628
Total Revenues and Transfers	6,887,055	5,374,563
Change in Net Position	\$ 2,637,285	\$ 984,114

As Table 2 above shows, \$3,486,828 or 51%, of the City's fiscal year 2021 governmental revenue, came from program revenues and \$3,400,227, or 49%, came from general revenues such as taxes and interest and transfers. Program revenues were composed of charges for services of \$1,634,249, which included permit revenues, fees and charges used to fund expenses incurred in providing services; \$356,852 of operating grants and contributions, which included gas tax revenues and housing and police grants; and capital grants and contributions of \$1,495,727, that consisted mainly of street project grants and developer impact fees restricted to capital outlay.

General revenues are not allocable to programs. General revenues are used to pay for the net cost of governmental programs.

Table 3 presents the net expense or revenue of each of the City's governmental activities. Net expense is defined as total program cost less the revenues generated by those specific activities.

CITY OF HUGHSON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

Table 3
Governmental Activities

	Net Revenue (Expense) from Services 2021	Net Revenue (Expense) from Services 2020
General government	\$ (283,159)	\$ (1,398,528)
Public safety	(1,188,810)	(1,136,465)
Community development	477,431	248,897
Public works	119,460	817,911
Parks and recreation	112,136	(7,329)
Total	\$ (762,942)	\$ (1,475,514)

BUSINESS-TYPE ACTIVITIES

The Statement of Net Position and Statement of Activities present a summary of the City's Business-type activities that are composed of the City's enterprise funds.

Table 4
Business-type Activities Net Position

	Business-type Activities 2021	Business-type Activities 2020
<u>Assets</u>		
Cash and investments	\$ 13,835,298	\$ 11,012,390
Other assets	177,463	118,991
Capital assets, net	54,341,188	53,203,362
Total Assets	68,353,949	64,334,743
<u>Deferred Outflows of Resources</u>		
Pension related	298,696	342,670
Total Def. Outflows	298,696	342,670
<u>Liabilities</u>		
Long term liabilities	12,487,861	15,317,660
Other liabilities	1,445,736	1,975,212
Total Liabilities	13,933,597	17,292,872
<u>Deferred Inflows of Resources</u>		
Pension related	51,698	113,826
Total Def. Inflows	51,698	113,826
<u>Net Position</u>		
Net investment in capital assets	42,882,319	37,829,686
Unrestricted	11,785,031	9,441,029
Total Net Position	\$ 54,667,350	\$ 47,270,715

The net position of business-type activities increased by \$7,396,635 in fiscal year 2021.

CITY OF HUGHSON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

Table 5
Change in Business-type Net Position

	Business-type Activities 2021	Business-type Activities 2020
<u>Expenses</u>		
Water	\$ 1,171,444	\$ 1,144,906
Sewer	2,608,825	2,598,216
Community Facilities	38,314	49,782
Total Expenses	3,818,583	3,792,904
<u>Revenues</u>		
<u>Program revenues</u>		
Charges for services	5,808,857	5,383,808
Capital grants and contributions	5,385,894	610,796
Total program revenues	11,194,751	5,994,604
<u>General revenues and transfers</u>		
Use of money and property	25,587	107,175
Transfers	(5,120)	(5,120)
Total general revenues and transfers	20,467	102,055
Total Revenues and Transfers	11,215,218	6,096,659
Change in Net Position	\$ 7,396,635	\$ 2,303,755

Table 6
Business-type Activities

	Net Revenue (Expense) from Services 2021	Net Revenue (Expense) from Services 2020
Water	\$ 6,606,212	\$ 1,646,757
Sewer	789,593	577,143
Other	(19,637)	(22,200)
Total	\$ 7,376,168	\$ 2,201,700

ANALYSIS OF MAJOR FUNDS

Governmental Funds

General Fund

General Fund revenues increased **\$141,785** this fiscal year. Activity has largely remained the same as the prior fiscal year. Actual revenues were greater than budgeted by **\$424,209**. Tax revenues decreased **\$20,403** during the fiscal year while licenses and permits increased by **\$120,322**.

General Fund expenditures were **\$2,703,885**, a decrease of **\$114,880** from the prior fiscal year. Capital outlay made up the majority of the decrease.

CITY OF HUGHSON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

As of June 30, 2021 the General Fund's fund balance totaled **\$4,715,340**. The unassigned portion of **\$4,715,340** of the fund balance represents available liquid resources.

Home Loan Fund

This fund is utilized to track deferred loans receivable. There was no activity during the fiscal year.

Refuse Fund

This fund accounts for the contracted refuse services within the City. There was no significant variance from activities in prior fiscal years.

Public Facilities Capital Projects Fund

This fund accounts for resources and expenditures in construction of public facilities within the City. There were no major projects completed or initiated in this fund during the fiscal year.

Proprietary Funds

Water Fund

Operating revenues increased by **\$210,895** in fiscal year 2021 and expenses remained largely the same resulting in operating income of **\$1,250,600**. There were no significant changes in rates or activity during the fiscal year and as a result, operating results remained largely consistent with the previous fiscal year.

The fund's net position increased by **\$6,605,343** to **\$18,433,916**, most of this increase is due to intergovernmental revenue from recovery related grant funds. Of this amount, **\$13,390,788** was net investment in capital assets.

Sewer Fund

Operating revenues and expenditures remained largely the same in the fiscal year 2021 as well as the operating income of **\$874,354**. The fund's net position increased by **\$811,049** in fiscal year 2021.

As of June 30, 2021, the fund's net position was **\$35,941,536**, of which **\$29,205,137** was net investment in capital assets and **\$6,736,399** was unrestricted.

CAPITAL ASSETS

GASB No. 34 required the City to record all its capital assets including infrastructure, which was not recorded prior to GASB No. 34. Infrastructure includes roads, bridges, signals and similar assets used by the entire population.

In fiscal year 2021, the City reported the cost of all its infrastructure assets and computed the amounts of accumulated depreciation for these assets based on their original acquisition dates. At the end of fiscal year 2021, the cost of infrastructure and other capital assets recorded on the City's financial statements is as shown in Table 7 on the following page.

CITY OF HUGHSON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

Table 7

	Balance at June 30, 2020	Additions	Deletions	Transfers	Balance at June 30, 2021
Governmental activities:					
Capital assets, not being depreciated:					
Land	\$ 9,497,612	\$ -	\$ -	\$ -	\$ 9,497,612
Rights of ways	2,777,617				2,777,617
Construction in progress	497,684	57,290		(255,276)	299,698
Total capital assets, not being depreciated	12,772,913	57,290		(255,276)	12,574,927
Capital assets, being depreciated:					
Buildings	919,905				919,905
Improvements	6,957,513			23,107	6,980,620
Equipment	622,663			232,169	854,832
Machinery	241,902				241,902
Rolling stock	565,675		(47,298)		518,377
Infrastructure	13,397,859				13,397,859
Total capital assets being depreciated	22,705,517		(47,298)	255,276	22,913,495
Less accumulated depreciation for:					
Buildings	(644,365)	(15,172)			(659,537)
Improvements	(1,724,842)	(236,079)			(1,960,921)
Equipment	(476,906)	(42,337)			(519,243)
Machinery	(241,902)				(241,902)
Rolling stock	(511,907)	(26,885)	47,298		(491,494)
Infrastructure	(5,289,329)	(279,415)			(5,568,744)
Total accumulated depreciation	(8,889,251)	(599,888)	47,298		(9,441,841)
Total capital assets, being depreciated, net	13,816,266	(599,888)		255,276	13,471,654
Governmental activities capital assets, net	\$ 26,589,179	\$ (542,598)	\$ -	\$ -	\$ 26,046,581
Business-type activities:					
Capital assets, not being depreciated:					
Land	\$ 18,108,769	\$ -	\$ -	\$ -	\$ 18,108,769
Construction in progress	3,241,632	2,395,467			5,637,099
Total capital assets, not being depreciated	21,350,401	2,395,467			23,745,868
Capital assets, being depreciated:					
Buildings	28,068,657				28,068,657
Improvements	4,288,696				4,288,696
Equipment	94,425				94,425
Machinery	235,695				235,695
Infrastructure	19,002,924				19,002,924
Rolling stock	242,497				242,497
Total capital assets, being depreciated	51,932,894				51,932,894
Less accumulated depreciation for:					
Buildings	(7,649,768)	(926,694)			(8,576,462)
Improvements	(3,495,035)	(42,202)			(3,537,237)
Equipment	(75,540)	(7,472)			(83,012)
Machinery	(235,695)				(235,695)
Infrastructure	(8,426,821)	(265,307)			(8,692,128)
Rolling stock	(197,073)	(15,967)			(213,040)
Total accumulated depreciation	(20,079,932)	(1,257,642)			(21,337,574)
Total capital assets, being depreciated, net	31,852,962	(1,257,642)			30,595,320
Business-type activities capital assets, net	\$ 53,203,363	\$ 1,137,825	\$ -	\$ -	\$ 54,341,188

Details on capital assets, current year additions, and construction in progress can be found in the Notes.

The City depreciates all its capital assets over their estimated useful lives, as required by GASB No. 34. The purpose of depreciation is to spread the cost of a capital asset over the years of its useful life so that an allocable portion of the cost of the asset is borne by all users. Additional information on depreciable lives may be found in the Notes to the financial statements.

CITY OF HUGHSON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

DEBT ADMINISTRATION

The City issued no new bonded debt in fiscal year 2021. The City made all scheduled repayments of existing debt. The City's debt issues are discussed in detail in Note 7 of the financial statements. The City's debt balances as of June 30 were as follows:

Table 8
LONG-TERM LIABILITIES

	<u>2021</u>	<u>2020</u>
Governmental activities		
Net pension liability	\$ 1,882,844	\$ 1,777,373
Compensated absences	<u>41,615</u>	<u>34,087</u>
Total governmental activities	<u>\$ 1,924,459</u>	<u>\$ 1,811,460</u>
Business-type activities		
Water		
Compensated absences	\$ 44,070	\$ 44,070
Net pension liability	670,054	632,520
Installment Note Payable	<u>792,052</u>	<u>934,960</u>
Total for water fund	<u>1,506,176</u>	<u>1,611,550</u>
Sewer		
Compensated absences	43,987	43,986
Net pension liability	933,152	880,880
CSWRCB Revolving Loan	10,667,379	11,147,045
Installment Note Payable	<u>3,321,671</u>	<u>3,321,671</u>
Total for sewer fund	<u>11,644,518</u>	<u>15,393,582</u>
Total business-type activities	<u>\$ 13,150,694</u>	<u>\$ 17,005,132</u>

**CITY OF HUGHSON
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2021**

ECONOMIC CONDITION, OUTLOOK, AND ACTIVITY

The City continues to see a mixed economy, with a gradual increase in property tax revenues along with increases in operating expenses and PERS unfunded accrued liabilities. Residential building continues at a steady pace within the community. Hughson's diverse land use has helped to continue a growth pattern that has resulted in economic strength for the City and a stable housing market. Overall, the City continues to be in a favorable position to attract and maintain jobs, retail establishments, and provide highly desired housing. The City continues to reach out to prospective and current business owners to continue to strengthen the City's tax base.

Overall, the City's financial position remains in good condition. In the upcoming fiscal year, the City estimates the sales tax revenue will remain consistent with the current reporting year, while property taxes will continue to see a gradual increase due to new residential development and the anticipated property tax reallocation sharing agreement with the county. The City also expects increases in operating and personnel costs due to ongoing inflation, supply chain issues and residential growth. The City will continue to analyze the increasing costs with the anticipated revenues. The City continues to maintain a fiscally responsible and conservative approach to its fiscal management and will continue to monitor the economic activity of the City.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This Annual Financial Report is intended to provide citizens, taxpayers, and creditors with a general overview of the City's finances. Questions about this report should be directed to the City of Hughson, at PO Box 9, 7018 Pine Street, Hughson, CA 95326.

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CITY OF HUGHSON
Statement of Net Position
June 30, 2021

	Governmental Activities	Business-type Activities	Total
Assets:			
Cash and Investments	\$ 11,854,017	\$ 13,835,298	\$ 25,689,315
Accounts Receivable	1,532,338	178,677	1,711,015
Notes Receivable	1,170,349		1,170,349
Interest Receivable	205,178		205,178
Internal Balances	1,214	(1,214)	
Capital Assets, Not Being Depreciated	12,574,927	23,745,868	36,320,795
Capital Assets, Net of Accumulated Depreciation	13,471,654	30,595,320	44,066,974
Total Assets	<u>40,809,677</u>	<u>68,353,949</u>	<u>109,163,626</u>
Deferred Outflows of Resources:			
Pension related	350,796	298,696	649,492
Total Deferred Outflows of Resources	<u>350,796</u>	<u>298,696</u>	<u>649,492</u>
Liabilities:			
Accounts Payable	364,472	709,057	1,073,529
Interest Payable		69,062	69,062
Deposits Payable	324,726	5,347	330,073
Noncurrent Liabilities:			
Net Pension Liability	1,882,844	1,603,206	3,486,050
Due Within One Year	10,000	662,270	672,270
Due in More Than One Year	31,615	10,884,655	10,916,270
Total Liabilities	<u>2,613,657</u>	<u>13,933,597</u>	<u>16,547,254</u>
Deferred Inflows of Resources:			
Pension related	60,716	51,698	112,414
Total Deferred Inflows of Resources	<u>60,716</u>	<u>51,698</u>	<u>112,414</u>
Net Position:			
Net Investment in Capital Assets	26,046,581	42,882,319	68,928,900
Restricted for:			
Home Loans	1,100,392		1,100,392
Community Development	964,518		964,518
Streets and Roads	2,176,447		2,176,447
Public Safety	546,885		546,885
Public Facilities	1,842,847		1,842,847
Parks and Recreation	1,205,395		1,205,395
IT Projects	106,475		106,475
Assessment Districts	526,967		526,967
Unrestricted	3,969,593	11,785,031	15,754,624
Total Net Position	<u>\$ 38,486,100</u>	<u>\$ 54,667,350</u>	<u>\$ 93,153,450</u>

The notes to the financial statements are an integral part of this statement.

CITY OF HUGHSON
Statement of Activities
For the Fiscal Year Ended June 30, 2021

Functions	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Primary Government:				
Governmental Activities:				
General Government	\$ 1,352,233	\$ 164,220	\$ -	\$ 904,854
Public Safety	1,381,473		192,663	
Community Development		477,431		
Public Works	1,364,106	728,504	164,189	590,873
Parks and Recreation	151,958	264,094		
Total Governmental Activities	4,249,770	1,634,249	356,852	1,495,727
Business-type Activities:				
Water	1,171,444	2,391,762		5,385,894
Sewer	2,608,825	3,398,418		
Community Facilities	38,314	18,677		
Total Business-type Activities	3,818,583	5,808,857		5,385,894
Total Primary Government	\$ 8,068,353	\$ 7,443,106	\$ 356,852	\$ 6,881,621

General Revenues:

Taxes:
Property Taxes
Sales and Use Taxes
Business License Taxes
Other Taxes
Licenses and Permits
Fines and Forfeitures
Special Assessments
Investment Earnings
Other Revenue

Transfers

Total General Revenues and Transfers

Change in net position

Net Position - Beginning of Fiscal Year

Net Position - End of Fiscal Year

The notes to the financial statements are an integral part of this statement.

Net (Expenses) Revenues and Changes in Net Position

Governmental Activities	Business- type Activities	Total
\$ (283,159)	\$ -	\$ (283,159)
(1,188,810)		(1,188,810)
477,431		477,431
119,460		119,460
112,136		112,136
<u>(762,942)</u>		<u>(762,942)</u>
	6,606,212	6,606,212
	789,593	789,593
	(19,637)	(19,637)
	<u>7,376,168</u>	<u>7,376,168</u>
<u>(762,942)</u>	<u>7,376,168</u>	<u>6,613,226</u>
373,550		373,550
1,102,903		1,102,903
28,130		28,130
851,137		851,137
235,660		235,660
39,918		39,918
284,967		284,967
11,605	25,587	37,192
467,237		467,237
5,120	(5,120)	
<u>3,400,227</u>	<u>20,467</u>	<u>3,420,694</u>
2,637,285	7,396,635	10,033,920
<u>35,848,815</u>	<u>47,270,715</u>	<u>83,119,530</u>
<u>\$ 38,486,100</u>	<u>\$ 54,667,350</u>	<u>\$ 93,153,450</u>

CITY OF HUGHSON
Balance Sheet
Governmental Funds
June 30, 2021

	<u>Special Revenue</u>		
	<u>General</u>	<u>Home Loan</u>	<u>Refuse</u>
Assets:			
Cash and Investments	\$ 4,645,287	\$ 75,043	\$ 103,190
Accounts Receivable	398,635		25,244
Loans Receivable		1,025,349	
Due from Other Funds	289,947		
Total Assets	<u>\$ 5,333,869</u>	<u>\$ 1,100,392</u>	<u>\$ 128,434</u>
Liabilities, Deferred Inflows and Fund Balances:			
Liabilities:			
Accounts Payable	\$ 293,803	\$ -	\$ 50,206
Deposit Payable	324,726		
Due to Other Funds			
Total Liabilities	<u>618,529</u>		<u>50,206</u>
Deferred Inflows of Resources::			
Unearned revenue - loans			
Total Deferred Inflows of Resources			
Total Liabilities and Deferred Inflows of Resources	<u>618,529</u>		<u>50,206</u>
Fund Balances:			
Restricted for:			
Home loans		1,100,392	
Parks and recreation			
Public Facilities			
Public safety			
Streets and roads			
Community development			78,228
IT Projects			
District Assessments			
Unassigned	4,715,340		
Total Fund Balances	<u>4,715,340</u>	<u>1,100,392</u>	<u>78,228</u>
Total Liabilities and Fund Balances	<u>\$ 5,333,869</u>	<u>\$ 1,100,392</u>	<u>\$ 128,434</u>

The notes to the financial statements are an integral part of this statement.

<u>Capital Projects</u>		
<u>Public Facilities</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
\$ 1,843,287	\$ 5,113,907	\$ 11,780,714
	1,108,459	1,532,338
	145,000	1,170,349
		289,947
<u>\$ 1,843,287</u>	<u>\$ 6,367,366</u>	<u>\$ 14,773,348</u>
\$ 440	\$ 20,023	\$ 364,472
		324,726
	288,733	288,733
<u>440</u>	<u>308,756</u>	<u>977,931</u>
	904,854	904,854
	904,854	904,854
<u>440</u>	<u>1,213,610</u>	<u>1,882,785</u>
		1,100,392
	1,205,395	1,205,395
1,842,847		1,842,847
	546,885	546,885
	2,176,447	2,176,447
	886,290	964,518
	106,475	106,475
	526,967	526,967
	(294,703)	4,420,637
<u>1,842,847</u>	<u>5,153,756</u>	<u>12,890,563</u>
<u>\$ 1,843,287</u>	<u>\$ 6,367,366</u>	<u>\$ 14,773,348</u>

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CITY OF HUGHSON
Reconciliation of the Governmental Funds Balance Sheet
to the Statement of Net Position
June 30, 2021

Total fund balances - governmental funds		\$ 12,890,563
In governmental funds, only current assets are reported. In the statement of net position, all assets are reported, including capital assets and accumulated depreciation.		
Capital assets at historical cost	\$ 35,488,422	
Accumulated depreciation	<u>(9,441,841)</u>	26,046,581
Deferred outflows and inflows of resources relating to pensions: In governmental funds, deferred outflows and inflows of resources relating to pensions are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported.		
Deferred outflow related to pension		350,796
Deferred inflow related to pension		(60,716)
In governmental funds, certain receivables are not available to pay for current period expenditures and, therefore, are offset by deferred inflows of resources.		
		904,854
In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities		
Net pension liability		(1,882,844)
Compensated absences payable		(41,615)
Internal service funds are used by management to charge the costs of certain activities, such as self-insurance, to individual funds. The assets and liabilities of the internal service fund must be added to the statement of net position.		
		73,303
In governmental funds, certain accrued interest receivable on notes receivable is not available to pay for current period expenditures and, therefore, is not reported in the governmental funds.		
		<u>205,178</u>
Total net position - governmental activities		<u>\$ 38,486,100</u>

The notes to the financial statements are an integral part of this statement.

CITY OF HUGHSON
Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
For the Fiscal Year Ended June 30, 2021

		<u>Special Revenue</u>	
	<u>General</u>	<u>Home Loan</u>	<u>Refuse</u>
Revenues			
Property Taxes	\$ 373,550	\$ -	\$ -
Sales and Use Taxes	1,102,903		
Business License Taxes	28,130		
Other Taxes	113,919		
Licenses and Permits	235,660		
Fines and Forfeitures	39,918		
Interest	5,116		148
Charges for Services	164,220		566,432
Intergovernmental	737,218		
Special Assessments			
Other	466,256		
Total Revenues	<u>3,266,890</u>		<u>566,580</u>
Expenditures			
Current:			
General Government	965,185		
Public Safety	1,371,563		
Public Works	268,682		560,904
Parks and Recreation	98,455		
Capital Outlay			
Total Expenditures	<u>2,703,885</u>		<u>560,904</u>
Excess (Deficiency) of Revenues over (under) Expenditures	<u>563,005</u>		<u>5,676</u>
Other Financing Sources (Uses):			
Transfers In	101,312		
Transfers Out	(12,500)		
Total Other Financing Sources (Uses)	<u>88,812</u>		
Net Change in Fund Balances	651,817		5,676
Fund Balances - July 1, 2020	<u>4,063,523</u>	<u>1,100,392</u>	<u>72,552</u>
Fund Balances - June 30, 2021	<u>\$ 4,715,340</u>	<u>\$ 1,100,392</u>	<u>\$ 78,228</u>

The notes to the financial statements are an integral part of this statement.

<u>Capital Projects</u>		
<u>Public Facilities</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
\$ -	\$ -	\$ 373,550
		1,102,903
		28,130
		113,919
		235,660
		39,918
1,924	4,417	11,605
421,602	481,995	1,634,249
	947,725	1,684,943
	284,967	284,967
	981	467,237
<u>423,526</u>	<u>1,720,085</u>	<u>5,977,081</u>
23,483		988,668
	9,910	1,381,473
	253,665	1,083,251
	4,277	102,732
	59,370	59,370
<u>23,483</u>	<u>327,222</u>	<u>3,615,494</u>
<u>400,043</u>	<u>1,392,863</u>	<u>2,361,587</u>
	10,000	111,312
	(93,692)	(106,192)
	(83,692)	5,120
400,043	1,309,171	2,366,707
<u>1,442,804</u>	<u>3,844,585</u>	<u>10,523,856</u>
<u>\$ 1,842,847</u>	<u>\$ 5,153,756</u>	<u>\$ 12,890,563</u>

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CITY OF HUGHSON
Reconciliation of the Statement of Revenues, Expenditures, and Changes in
Fund Balances of Governmental Funds to the Statement of Activities
For the Fiscal Year Ended June 30, 2021

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds	\$	2,366,707
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Governmental funds report capital outlays as expenditures. However, in the statement of activities, the costs of those capital assets are allocated over their estimated useful lives as depreciation expense. This is the amount by which depreciation exceeded capital outlay in the current period.

Capital outlay	\$	57,290	
Depreciation expense		<u>(599,888)</u>	(542,598)

In governmental funds, certain receivables are not available to pay for current period expenditures and, therefore, are offset by deferred inflows of resources. This is the net change in deferred inflows.		904,854
--	--	---------

Compensated absence expenditures reported in the statement of activities do not require the use of current financial resources and therefore, are not reported as expenditures in a governmental fund. This is the net change in compensated absences for the current period.		(7,528)
---	--	---------

In governmental funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This fiscal year, the difference between accrual-basis pension costs and actual employer contributions was:		<u>(84,150)</u>
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Change in net position of governmental activities	\$	<u>2,637,285</u>
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The notes to the financial statements are an integral part of this statement.

CITY OF HUGHSON
Statement of Net Position
Proprietary Funds
June 30, 2021

	Business-type Activities-Enterprise Funds				Governmental Activities
	Sewer Fund	Water Fund	Nonmajor Enterprise Funds	Total	Internal Service Fund
Assets					
Current Assets:					
Cash and Investments	\$ 7,592,187	\$ 6,230,896	\$ 12,215	\$ 13,835,298	\$ 73,303
Accounts Receivable	95,853	81,625	1,199	178,677	
Total Current Assets	7,688,040	6,312,521	14,613	14,015,174	73,303
Noncurrent Assets:					
Capital Assets:					
Land	15,075,537	2,928,159	105,073	18,108,769	
Buildings	25,215,708	2,127,666	725,283	28,068,657	
Machinery and Equipment	478,666	93,951		572,617	
Improvements Other Than Buildings	114,514	4,174,181		4,288,695	
Infrastructure	12,900,415	6,102,509		19,002,924	
Construction In Progress		5,637,099		5,637,099	
Less:					
Accumulated Depreciation	(13,912,323)	(6,881,288)	(543,962)	(21,337,573)	
Total Noncurrent Assets	39,872,517	14,182,277	286,394	54,341,188	
Deferred Outflow of Resources:					
Pension related	173,857	124,839		298,696	
Total Deferred Outflow of Resources	173,857	124,839		298,696	
Total Assets and Deferred Outflows of Resources	47,734,414	20,619,637	301,007	68,655,058	73,303
Liabilities					
Current Liabilities:					
Accounts Payable	60,680	647,028	1,349	709,057	
Interest Payable	57,589	11,473		69,062	
Due to Other Funds			1,214	1,214	
Deposits Payable			5,347	5,347	
Total Current Liabilities	118,269	658,501	7,910	784,680	
Noncurrent Liabilities:					
Compensated Absences	28,986	29,070		58,056	
Net Pension Liability	933,152	670,054		1,603,206	
Due within One Year	499,462	162,808		662,270	
Due in More Than One Year	10,182,918	643,681		10,826,599	
Total Noncurrent Liabilities	11,644,518	1,505,613		13,150,131	
Deferred Inflows of Resources:					
Pension related	30,091	21,607		51,698	
Total Deferred Inflows of Resources	30,091	21,607		51,698	
Total Liabilities and Deferred Inflows of Resources	11,792,878	2,185,721	7,910	13,986,509	
Net Position					
Net Investment in Capital Assets	29,205,137	13,390,788	286,394	42,882,319	
Unrestricted	6,736,399	5,043,128	5,504	11,785,031	73,303
Total Net Position	\$ 35,941,536	\$ 18,433,916	\$ 291,898	\$ 54,667,350	\$ 73,303

The notes to the financial statements are an integral part of this statement.

CITY OF HUGHSON
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Fiscal Year Ended June 30, 2021

	Business-type Activities - Enterprise funds				Governmental Activities
	Sewer Fund	Water Fund	Nonmajor Enterprise Funds	Total	Internal Service Fund
Operating Revenues:					
Charges for Services	\$ 3,398,418	\$ 2,391,762	\$ 18,677	\$ 5,808,857	\$ -
Total Operating Revenues	<u>3,398,418</u>	<u>2,391,762</u>	<u>18,677</u>	<u>5,808,857</u>	
Operating Expenses:					
Personnel	470,077	299,271		769,348	
Administrative	238,000	164,000	9,107	411,107	
Materials and Supplies	700,952	422,881		1,123,833	
Maintenance	82,275	54,304	5,031	141,610	
Depreciation	1,032,760	200,706	24,176	1,257,642	
Total Operating Expenses	<u>2,524,064</u>	<u>1,141,162</u>	<u>38,314</u>	<u>3,703,540</u>	
Operating Income (loss)	<u>874,354</u>	<u>1,250,600</u>	<u>(19,637)</u>	<u>2,105,317</u>	
Non-operating Revenues (Expenses):					
Interest Revenue	21,456	4,131		25,587	
Interest Expense	(84,761)	(30,282)		(115,043)	
Intergovernmental Revenue		5,385,894		5,385,894	
Total Non-Operating Revenue (Expenses)	<u>(63,305)</u>	<u>5,359,743</u>		<u>5,296,438</u>	
Income (Loss) before transfers	<u>811,049</u>	<u>6,610,343</u>	<u>(19,637)</u>	<u>7,401,755</u>	
Transfers					
Transfers In	4,015,261	185,484	7,500	4,208,245	
Transfers Out	(4,015,261)	(190,484)	(7,620)	(4,213,365)	
Total Transfers		<u>(5,000)</u>	<u>(120)</u>	<u>(5,120)</u>	
Change in Net Position	<u>811,049</u>	<u>6,605,343</u>	<u>(19,757)</u>	<u>7,396,635</u>	
Net Position - Beginning of Fiscal Year	<u>35,130,487</u>	<u>11,828,573</u>	<u>311,655</u>	<u>47,270,715</u>	<u>73,303</u>
Net Position - End of Fiscal Year	<u>\$ 35,941,536</u>	<u>\$ 18,433,916</u>	<u>\$ 291,898</u>	<u>\$ 54,667,350</u>	<u>\$ 73,303</u>

The notes to the financial statements are an integral part of this statement.

CITY OF HUGHSON
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Fiscal Year Ended June 30, 2021

	Business-type Activities - Enterprise Funds				Governmental Activities
	Sewer Fund	Water Fund	Nonmajor Enterprise Funds	Totals	Internal Service Fund
CASH FLOWS FROM OPERATING ACTIVITIES:					
Cash Received from Users	\$ 3,377,097	\$ 2,355,871	\$ 18,978	\$ 5,751,946	\$ -
Cash Payments to Suppliers and Contractors	(1,021,533)	(145,553)	(14,738)	(1,181,824)	
Cash Payments to Employees	(428,372)	(269,324)		(697,696)	
Net Cash Provided (Used) By Operating Activities	1,927,192	1,940,994	4,240	3,872,426	
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:					
Transfers In	4,015,261	185,484	7,500	4,208,245	
Transfers Out	(4,015,261)	(190,484)	(7,620)	(4,213,365)	
Interfund Borrowing			(561)	(561)	
Net Cash Provided (Used) By Noncapital Financing Activities		(5,000)	(681)	(5,681)	
CASH FLOWS FROM INVESTING ACTIVITIES:					
Interest Received	21,456	4,131		25,587	
Net Cash Provided (Used) in Investing Activities	21,456	4,131		25,587	
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:					
Acquisition of Property, Plant, and Equipment		(2,395,467)		(2,395,467)	
Principal Payments on Debt Borrowings	(3,801,337)	(142,908)		(3,944,245)	
Interest Paid	(84,760)	(30,846)		(115,606)	
Net Cash Provided (Used) In Capital and Related Financing Activities	(3,886,097)	2,816,673		(1,069,424)	
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(1,937,449)	4,756,798	3,559	2,822,908	
CASH AND CASH EQUIVALENTS, BEGINNING OF FISCAL YEAR	9,529,636	1,474,098	8,656	11,012,390	73,303
CASH AND CASH EQUIVALENTS, END OF FISCAL YEAR	\$ 7,592,187	\$ 6,230,896	\$ 12,215	\$ 13,835,298	\$ 73,303
Reconciliation to Statement of Net Position:					
Cash and Investments	\$ 7,592,187	\$ 6,230,896	\$ 12,215	\$ 13,835,298	\$ 73,303
	<u>\$ 7,592,187</u>	<u>\$ 6,230,896</u>	<u>\$ 12,215</u>	<u>\$ 13,835,298</u>	<u>\$ 73,303</u>
CASH FLOWS FROM OPERATING ACTIVITIES:					
Operating Income (Loss)	\$ 874,354	\$ 1,250,600	\$ (19,637)	\$ 2,105,317	\$ -
Adjustment to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:					
Depreciation	1,032,760	200,706	24,176	1,257,642	
Changes in Assets and Liabilities:					
(Increase) Decrease in Accounts Receivable	(21,321)	(35,891)	(699)	(57,911)	
Increase (Decrease) in Accounts Payable	(306)	495,632	(600)	494,726	
Increase (Decrease) in Net Pension Liability	41,705	29,947		71,652	
Increase (Decrease) in Deposits Payable			1,000	1,000	
Total Adjustments	1,052,838	690,394	23,877	1,767,109	
Net Cash Provided (Used) By Operating Activities	<u>\$ 1,927,192</u>	<u>\$ 1,940,994</u>	<u>\$ 4,240</u>	<u>\$ 3,872,426</u>	<u>\$ -</u>

The notes to the financial statements are an integral part of this statement.

FIDUCIARY FUNDS

Agency Funds and Private Purpose Trust Funds are used to account for the receipt and disbursement of various taxes, deposits, deductions, and property collected by the City, acting in the capacity of an agent for distribution to other governmental units or other organizations. The private purpose trust fund maintained by the City is presented below.

RDA Successor Agency - This fund accounts for the former redevelopment agency.

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CITY OF HUGHSON
FIDUCIARY FUND
STATEMENT OF NET POSITION
June 30, 2021

	Private Purpose Trust Fund
	<u>RDA</u>
	<u>Successor</u>
	<u>Agency</u>
ASSETS	
Cash and investments	\$ 422,869
Loans receivable	70,000
Capital assets, net of accumulated depreciation	<u>519,987</u>
Total Assets	<u>1,012,856</u>
LIABILITIES	
Accounts payable	\$ 1,893
Interest payable	21,738
Long-term debt, due within one year	102,628
Long-term debt, due in more than one year	<u>2,039,419</u>
Total Liabilities	<u>2,165,678</u>
NET POSITION	
Held in trust for others	<u>(1,152,822)</u>
Total Net Position	<u>\$ (1,152,822)</u>

The notes to the financial statements are an integral part of this statement.

CITY OF HUGHSON
FIDUCIARY FUND
STATEMENT OF CHANGES IN NET POSITION
For the Fiscal Year Ended June 30, 2021

	<u>Private Purpose Trust Fund</u>
	<u>RDA</u>
	<u>Successor Agency</u>
Additions:	
Intergovernmental	\$ 319,666
Interest	820
Total additions	<u>320,486</u>
Deductions:	
Community Development	10,250
Depreciation	27,490
Interest Expense	83,771
Contribution to City	<u>96,000</u>
Total deductions	<u>217,511</u>
Change in net position	102,975
Net Position - July 1, 2020	<u>(1,255,797)</u>
Net Position - June 30, 2021	<u><u>\$ (1,152,822)</u></u>

The notes to the financial statements are an integral part of this statement.

NOTES TO BASIC FINANCIAL STATEMENTS

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The City of Hughson (City) was incorporated in December 1972. The City is a general law city operating under the Council-Manager form of government, with a five member City Council elected for four-year overlapping terms. The City Manager is appointed by the City Council to serve as administrator of the staff and to carry out the Council's policies.

As required by accounting principles generally accepted in the United States of America (USGAAP), these basic financial statements present the City of Hughson (the primary government) and any component units.

Individual Component Unit Disclosures

There are no entities which meet the Governmental Accounting Standards Board (GASB) Statement No.14 as amended by GASB Statement No.39, GASB Statement No. 61, and GASB Statement No. 80 criteria for disclosure within these financial statements.

B. Basis of Presentation

Government-wide Financial Statements

The statement of net position and statement of activities display information about the primary government (the City). These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double counting of internal activities. These statements distinguish between the governmental and business-type activities of the City. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely, to a significant extent, on fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues for each segment of the business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and; therefore, are clearly identifiable to a particular function. Program revenues include 1) charges paid by the recipients of goods or services offered by the programs and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented instead as general revenues.

When both restricted and unrestricted net positions are available, unrestricted resources are used only after the restricted resources are depleted.

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Basis of Presentation (Continued)

Fund Financial Statements

The fund financial statements provide information about the City's funds, including fiduciary funds. Separate statements for each fund category – *governmental*, *proprietary*, and *fiduciary* – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds; each displayed in a separate column. All remaining governmental and enterprise funds are separately aggregated and reported as nonmajor funds.

Proprietary funds distinguish *operating* revenues, such as charges for services, and result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. *Nonoperating* revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities.

The City reports four major governmental funds:

- The *General Fund* is used to account for all revenues and expenditures necessary to carry out basic governmental activities of the City that are not accounted for through other funds. For the City, the General Fund includes activities such as public protection, public works and facilities, parks and recreation, and community development.
- The *Home Loan Special Revenue Fund* was established to account for all proceeds of grant revenues from the federal government under the First Time Home Buyer federal grant program and from the State of California's CalHome grant program. The expenditures relate to payments made to eligible recipients for buying homes subject to fulfillment of conditions.
- The *Refuse Special Revenue Fund* was established to account for monies collected on behalf of a franchise garbage collection company.
- The *Public Facilities Capital Projects Fund* was established to account for all proceeds from traffic mitigation fees, whose purpose is to defray the actual costs of constructing improvements to mitigate traffic and circulation impacts resulting from proposed new development.

The City reports the following two major enterprise funds:

- The *Sewer Fund* was established to account for the financial activity for the purpose of operation and maintenance of the City's sewer system including the wastewater treatment plant. The costs of providing these services to the general public are financed or recovered through user charges.
- The *Water Fund* was established to account for the financial activity for the purpose of operation and maintenance of City's water utility. The costs of providing these services to the general public are financed or recovered through user charges.

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Basis of Presentation (Continued)

The City reports the following additional fund types:

Internal Service Fund account for operations that provide services to other departments or agencies of the City, or to other governments, on a cost-reimbursement basis for insurance.

Fiduciary Funds

Private Purpose Trust Fund accounts for the operations of the former redevelopment agency.

C. Basis of Accounting and Measurement Focus

The government-wide, proprietary, and fiduciary funds financial statements except for Agency Funds (that have no measurement focus) are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time the liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property and sales taxes, grants, entitlements and donations. On the accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenues from sales tax are recognized when the underlying transactions take place. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligible requirements have been satisfied.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when susceptible to accrual (i.e., when they are "measurable and available"). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to pay liabilities of the current period. The City considers all revenues available if they are collected within 60 days after fiscal year-end. Expenditures are recorded when the related fund liability is incurred, except for debt service expenditures which are recognized when due, and certain compensated absences and claims and judgments which are recognized when the obligations are expected to be liquidated with expendable available financial resources. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds from long-term debt and capital leases are reported as other financing sources.

Property taxes, transient occupancy taxes, and interest are susceptible to accrual. Sales taxes collected and held by the state at fiscal year-end on behalf of the City are also recognized as revenue. Other receipts and taxes become measurable and available when cash is received by the City and are recognized as revenue at that time.

Entitlements and shared revenues are recorded at the time of receipt or earlier if the susceptible to accrual criteria are met. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other grant requirements have been met.

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities, and Equity

1. Deposits and Investments

In order to maximize the flexibility of its investment program and to aid in cash budgeting, the City pools the cash of all funds, except for monies deposited with fiscal agents in accordance with related bond indentures. The cash and investments balance in each fund represents that fund's equity share of the City's cash and investment pool. As the City places no restrictions on the deposit or withdrawal of a particular fund's equity in the pool, the pool operates like a demand deposit account for the participating funds.

Interest income earned on pooled cash and investments is allocated monthly to the various funds based on month-end balances and is adjusted at fiscal year-end. Interest income on restricted cash and investments with fiscal agents is credited directly to the related fund.

In accordance with the State of California Government Code, the City adopts an investment policy annually that, among other things, authorizes types and concentrations of investments and maximum investment terms.

The City's investments are carried at fair value. The fair value of equity and debt securities is determined based on sales prices or bid-and-asked quotations from SEC-registered securities exchanges or NASDAQ dealers. LAIF determines the fair value of its portfolio quarterly and reports a factor to the City; the City applies that factor to convert its share of LAIF from amortized cost to fair value. Changes in fair value are allocated to each participating fund.

For purposes of the statement of cash flows, the City has defined cash and cash equivalents to be change and petty cash funds, equity in the City's cash and investment pool, and restricted non-pooled investments with initial maturities of three months or less.

Investments are stated at fair value in accordance with GASB Statement No.31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*. Short-term investments are reported at cost, which approximates fair value. The fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities. Securities traded on national or international exchanges are valued at the last reported sales price at current exchange rates. Interest, dividends, and realized and unrealized gains and losses, based on the specific identification method, are included in interest revenue when earned.

2. Receivables and Payables

Transactions between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances." Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities, and Equity (Continued)

2. Receivables and Payables (Continued)

The City's property taxes are levied on the first day of January by the County assessor, and are payable to the County tax collector in two installments. The first installment is due November 1st, and is delinquent after December 10th; the second installment is due February 1st and is delinquent after April 10th. Taxes become a lien on the property on January 1st, and on the date of the transfer of the title, and the date of new construction. Article 13A of the California Constitution states: "The maximum amount of any ad valorem tax on real property shall not exceed one percent (1%) of the full cash value of such property. The one percent tax is to be collected by the Counties and apportioned according to law to the districts within the counties." The City has elected under State law (TEETER) to receive all of the annual property assessments in three installments as follows: 55% in December, 40% in April and 5% in June.

3. Inventories and Prepaid Items

Inventories are valued at cost using the first-in/first-out (FIFO) method. The costs of governmental fund-type inventories are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

4. Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. As a phase 3 government under GASB Statement 34, the City has elected to restate its capital assets as of July 1, 2008, to report infrastructure assets acquired prior to June 30, 2003. The City has determined that it is preferable to report all City infrastructure to provide for more accurate reporting. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated assets are valued at the fair value of the assets on the date on which they were contributed. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the assets' lives are not capitalized. The City utilizes a capitalization threshold of \$5,000.

Depreciation is charged to operations using the straight-line method over the estimated useful lives of the assets as follows:

Buildings and improvements	30 years
Vehicles	5 years
Machinery and equipment	5 to 15 years
Infrastructure	50 to 80 years

5. Compensated Absences

Depending upon length of employment, City employees earn vacation leave, sick leave, accrued holiday and compensated time which may be either used or accumulated until paid upon termination or retirement. Upon termination, the City is obligated to compensate employees for all earned but unused vacation days. Unused sick leave may be accumulated to 125 days. The earned but unused sick leave benefits are not payable in the event of employee termination but 25% of the unused accumulated sick leave is paid upon retirement of employees with more than twenty years of continued service.

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities, and Equity (Continued)

5. Compensated Absences (Continued)

A liability is accrued for all earned but unused leave benefits in the government-wide and enterprise fund statements. This liability will be liquidated as either additional cash payments in the event of employee termination or as part of budgeted salary expenditures if used by employees as compensated leave time while still employed by the City. In the fund financial statements governmental funds accrue current liabilities for material vacation leave benefits due on demand to governmental fund employees that have terminated prior to fiscal year-end. Non-current amounts will be recorded as fund expenditures in the year in which they are paid or become due on demand to terminated employees.

6. Long-term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statements of net position. Debt premiums and discounts are deferred and amortized over the life of the indebtedness using the straight line method. Notes payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize debt premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

GASB Statement No. 88 defines debt for purposes of disclosure in notes to financial statements as a liability that arises from a contractual obligation to pay cash (or other assets that may be used in lieu of cash) in one or more payments to settle an amount that is fixed at the date the contractual obligation is established. Additional essential information related to debt required to be disclosed includes unused lines of credit; assets pledged as collateral for the debt; and terms specified in debt agreements related to significant events of default with finance-related consequences, significant termination events with finance-related consequences, and significant subjective acceleration clauses. Note 7 provides separate disclosure of the required information for direct borrowings and direct placements of debt.

7. Net Position

The government-wide financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

Net Investment In Capital Assets – This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction, or improvement of these assets reduce the balance in this category.

Restricted Net Position – This category presents external restrictions imposed by creditors, grantors, contributors, or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities, and Equity (Continued)

7. Net Position (Continued)

Unrestricted Net Position – This category represents net position of the City, not restricted for any project or other purpose.

When an expense is incurred for purposes for which both restricted and unrestricted resources are available, the City's policy is to apply restricted resources first.

E. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

F. Fund Balance

In the fund financial statements, governmental funds report fund balance as nonspendable, restricted, committed, assigned, or unassigned based primarily on the extent to which the City is bound to honor constraints on how specific amounts can be spent.

- Nonspendable fund balance – amounts that cannot be spent because they are either (a) not spendable in form or (b) legally or contractually required to be maintained intact.
- Restricted fund balance – amounts with constraints placed on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.
- Committed fund balance – amounts that can only be used for specific purposes determined by formal action of the City's highest level of decision-making authority (the City Council) and that remain binding unless removed in the same manner. The underlying action that imposed the limitation needs to occur no later than the close of the reporting period.
- Assigned fund balance – amounts that are constrained by the City's intent to be used for specific purposes. The intent can be established at either the highest level of decision making, or by a body or an official designated for that purpose.
- Unassigned fund balance – the residual classification for the City's funds that include amounts not contained in the other classifications.

The City Council establishes, modifies or rescinds fund balance commitments and assignments by passage of an ordinance or resolution.

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

G. Future Accounting Pronouncements

GASB Statements listed below will be implemented in future financial statements.

Statement No. 87	"Leases"	The provisions of this statement are effective for fiscal years beginning after June 15, 2021.
Statement No. 89	"Accounting for Interest Cost incurred before the End of a Construction Period"	The provisions of this statement are effective for fiscal years beginning after December 15, 2020.
Statement No. 91	"Conduit Debt Obligations"	The provisions of this statement are effective for fiscal years beginning after December 15, 2021.
Statement No. 92	"Omnibus 2020"	The provisions of this statement are effective for fiscal years beginning after June 15, 2021.
Statement No. 93	"Replacement of Interbank Offered Rates"	The provisions of this statement are effective for fiscal years beginning after December 31, 2021.
Statement No. 94	"Public-Private and Public-Public Partnerships and Availability Payment Arrangements"	The provisions of this statement are effective for fiscal years beginning after June 15, 2022.
Statement No. 96	"Subscription-Based Information Technology Arrangements"	The provisions of this statement are effective for fiscal years beginning after June 15, 2022.
Statement No. 97	"Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans"	The provisions of this statement are effective for fiscal years beginning after June 15, 2021.

NOTE 2 - STEWARDPAGESHIP, COMPLIANCE, AND ACCOUNTABILITY

A. Budgetary Information

The City Council adopts an Annual Budget no later than the second meeting of June of each year for the fiscal year commencing the following July 1. The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. During May of each fiscal year, the City Manager submits to the City Council a proposed operating budget for the next following fiscal year. The operating budget includes proposed revenues and expenditures.
2. After a review by the City Council, a public hearing is conducted and further comment is received from the City Council and the general public.
3. Upon completion of the hearings and modifications, if any, to the proposed budget, it is adopted by the City Council through passage of an appropriate resolution.

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 2 - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY (CONTINUED)

A. Budgetary Information (Continued)

4. Generally, the budget is amended in the middle of the year and at the end of the fiscal year. All approved additional appropriations are added to the adopted budget and an amended budget is presented to the City Council, which adopts it after due review.
5. The City Manager is authorized to make transfers between operational expenditure categories within certain departments and funds.
6. City Council approval is required for all fund to fund transfers, department to department transfers, fund reserve to appropriations transfers, transfers for new revenue sources with offsetting appropriations, and for transfer to/from the capital expenditure category.

B. Budget/USGAAP Reconciliation

No funds adopted project-length or budgetary basis budgets and, therefore, no schedule reconciling the amounts on the Combined Statement of Revenues, Expenditures, and Changes in Fund Balance-Budget to Actual to the amounts on the Combined Statement of Revenues, Expenditures, and Changes in Fund Balances has been prepared.

C. Excess of Expenditures over Appropriations

For the fiscal year ended June 30, 2021, the following funds had an excess of expenditures over appropriations.

Fund	Final Budget	Actual Amount	Excess
<u>Nonmajor Governmental Funds:</u>			
Community Enhancement	\$ -	\$ 2,139	\$ 2,139
Storm Drain		2,139	2,139
Municipal Park		2,139	2,139
Parks Development Impact Fees		2,138	2,138

The Home Loan, Asset Forfeiture, CDBG Grants, Public Safety Augmentation, CFD and Covid Recovery funds did not adopt a budget.

D. Deficit Fund Equity

At June 30, 2021, the following funds had an accumulated deficit:

Fund	Amount
<u>Nonmajor Governmental Fund:</u>	
Transportation Capital Projects Fund	\$ 294,703
<u>Nonmajor Proprietary Fund:</u>	
USF Community Center Fund	274
<u>Private Purpose Trust Fund:</u>	
RDA Successor Agency	1,152,822

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 3 – CASH AND INVESTMENTS

Cash and investments as of June 30, 2021 are classified in the accompanying financial statements as follows:

Statement of net position:	
Cash and investments	\$ 25,689,315
Fiduciary funds:	
Cash and investments	422,869
Total cash and investments	<u>\$ 26,112,184</u>

Cash and investments as of June 30, 2021 consist of the following:

Cash on hand	\$ 450
Deposits with financial institutions	631,625
Investments	25,480,109
Total cash and investments	<u>\$ 26,112,184</u>

A. Investments Authorized by the California Government Code and the City's Investment Policy

The table below identifies the investment types that are authorized for the City of Hughson (City) by the California Government Code (or the City's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the City's investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the City rather than the general provisions of the California Government Code or the City's investment policy.

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Bonds issued by the City	N/A	None	None
US Treasury Obligations	5 years	None	None
Federal Agency Issues	5 years	None	None
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Bankers' Acceptances	180 days	40%	30%
Medium Term Notes	5 years	30%	None
Money Market Mutual Funds	N/A	None	10%
Commercial Paper	270 days	25%	None
County Pool Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	\$75 Million
Collateralized Bank Deposits	N/A	None	None
Mortgage Pass-through Securities	5 years	20%	None
Shares of Beneficial Interest by a JPA	N/A	None	None

The investment policy allows for the above investments which have equal safety and liquidity as all other allowed investments. Maturity depends on the cash needs of the City.

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 3 – CASH AND INVESTMENTS (Continued)

B. Investments Authorized by Debt Agreements

Investment of debt proceeds held by bond trustees are governed by provisions of the debt agreements rather than the general provisions of the California Government Code or the City's investment policy. The table below identifies the Investment types that are authorized for investments held by bond trustee. The table also identifies certain provisions of these debt agreements that address interest rate risk, credit risk, and concentration of credit risk.

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Local Agency Bonds	N/A	None	None
U.S. Treasury Obligations	N/A	None	None
State Obligations	N/A	None	None
U.S. Government Agency Issues	N/A	None	None
Money Market Mutual Fund	N/A	None	None
Bankers Acceptances	N/A	None	None
Commercial Paper	270 days	None	None
Certificates of Deposit	N/A	None	None
Repurchase Agreements	N/A	None	None
Investment Agreements	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None

The investment policy allows for the above investments which have equal safety and liquidity as all other allowed investments. Maturity depends on the cash needs of the City.

C. Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustee) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

<u>Investment Type</u>	<u>Totals</u>	<u>Remaining maturity (in Months)</u>			
		<u>12 Months or Less</u>	<u>13 to 24 Months</u>	<u>25-60 Months</u>	<u>More Than 60 Months</u>
State Investment Pool (LAIF)	\$ 84,929	\$ 84,929	\$ -	\$ -	\$ -
Money Market Funds	22,604,585	22,604,585			
Certificates of Deposit	2,790,595	746,602	177,668	1,866,325	
	<u>\$ 25,480,109</u>	<u>\$ 23,436,116</u>	<u>\$ 177,668</u>	<u>\$ 1,866,325</u>	<u>\$ -</u>

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 3 – CASH AND INVESTMENTS (Continued)

D. Investments with Fair Values Highly Sensitive to Interest Rate Fluctuations

The City has no investments (including investments held by bond trustees) that are highly sensitive to interest rate fluctuations (to a greater degree than already indicated in the information provided above).

E. Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the City's investment policy, or debt agreements, and the actual rating as of fiscal year end for each investment type.

Investment Type	Amount	Minimum Legal Rating	Exempt From Disclosure	Rating as of Fiscal Year End			
				AAA	AA	A	Not Rated
State Investment Pool	\$ 84,929	N/A	\$ -	\$ -	\$ -	\$ -	\$ 84,929
Money Market Funds	22,604,585	N/A					22,604,585
Certificates of Deposit	2,790,595	N/A					2,790,595
Total	<u>\$ 25,480,109</u>		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 25,480,109</u>

F. Concentration of Credit Risk

The investment policy of the City contains limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. There are no investments in any one issuer (other than money market) that represent 5% or more of total City investments.

G. Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The fair value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

As of June 30, 2021, all of the City's deposits with financial institutions in excess of federal depository insurance limits were held in collateralized accounts.

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 3 – CASH AND INVESTMENTS (Continued)

H. Investment in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by the California Government Code under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

I. Fair Value Measurements

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. These principles recognize a three-tiered fair value hierarchy as follows: Level 1 – Investments reflect prices quoted in active markets; Level 2 – Investments reflect prices that are based on similar observable assets either directly or indirectly, which may include inputs in markets that are not considered active; and Level 3 – Investments reflect prices based upon unobservable sources. The City did not have any investments applicable to recurring fair value measurements as of June 30, 2021.

NOTE 4 – INTERFUND TRANSACTIONS

A. Interfund Receivables and Payables

During the course of normal operations, numerous transactions occur between individual funds that may result in amounts owed between funds. Those related to goods and services type transactions are classified as "due to and from other funds". The following presents a summary of current interfund balances at June 30, 2021:

Receivable Fund	Amount	Payable Fund	Amount
Major Governmental Fund:		Nonmajor Governmental Fund:	
General Fund	\$ 289,947	Transportation Capital Projects Fund	\$ 288,733
		Nonmajor Enterprise Fund:	
		USF Community Center Fund	1,214
Totals	<u>\$ 289,947</u>	Totals	<u>\$ 289,947</u>

B. Transfers between Funds

Transfers are indicative of funding for capital projects, lease payments or debt service, subsidies of various City operations, and re-allocations of special revenues. All interfund transfers between individual governmental funds have been eliminated on the government-wide statements. The following schedule briefly summarizes the City's transfer activity for the fiscal year ended June 30, 2021:

Fund	Transfers-in	Transfers-out
Major Governmental Funds:		
General Fund	\$ 101,312	\$ 12,500
Major Enterprise Funds:		
Water Fund	185,484	190,484
Sewer Fund	4,015,261	4,015,261
Nonmajor Governmental Funds:		
Gas Tax Special Revenue Fund		46,600
Vehicle Abatement Special Revenue Fund		10,000
Lighting and Landscaping Special Revenue Fund		20,746
Benefit Assessment Special Revenue Fund		14,846
IT Reserve Special Revenue Fund	10,000	
CFD Special Revenue Fund		1,500
Nonmajor Enterprise Funds:		
Community Center Operations Fund	7,500	
USF Community Center Fund		7,620
Totals	<u>\$ 4,319,557</u>	<u>\$ 4,319,557</u>

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 5 – CAPITAL ASSETS

Capital Asset activity for the fiscal year ended June 30, 2021 was as follows:

	Balance at June 30, 2020	Additions	Deletions	Transfers	Balance at June 30, 2021
Governmental activities:					
Capital assets, not being depreciated:					
Land	\$ 9,497,612	\$ -	\$ -	\$ -	\$ 9,497,612
Rights of ways	2,777,617				2,777,617
Construction in progress	497,684	57,290		(255,276)	299,698
Total capital assets, not being depreciated	12,772,913	57,290		(255,276)	12,574,927
Capital assets, being depreciated:					
Buildings	919,905				919,905
Improvements	6,957,513			23,107	6,980,620
Equipment	622,663			232,169	854,832
Machinery	241,902				241,902
Rolling stock	565,675		(47,298)		518,377
Infrastructure	13,397,859				13,397,859
Total capital assets being depreciated	22,705,517		(47,298)	255,276	22,913,495
Less accumulated depreciation for:					
Buildings	(644,365)	(15,172)			(659,537)
Improvements	(1,724,842)	(236,079)			(1,960,921)
Equipment	(476,906)	(42,337)			(519,243)
Machinery	(241,902)				(241,902)
Rolling stock	(511,907)	(26,885)	47,298		(491,494)
Infrastructure	(5,289,329)	(279,415)			(5,568,744)
Total accumulated depreciation	(8,889,251)	(599,888)	47,298		(9,441,841)
Total capital assets, being depreciated, net	13,816,266	(599,888)		255,276	13,471,654
Governmental activities capital assets, net	\$ 26,589,179	\$ (542,598)	\$ -	\$ -	\$ 26,046,581
Business-type activities:					
Capital assets, not being depreciated:					
Land	\$ 18,108,769	\$ -	\$ -	\$ -	\$ 18,108,769
Construction in progress	3,241,632	2,395,467			5,637,099
Total capital assets, not being depreciated	21,350,401	2,395,467			23,745,868
Capital assets, being depreciated:					
Buildings	28,068,657				28,068,657
Improvements	4,288,696				4,288,696
Equipment	94,425				94,425
Machinery	235,695				235,695
Infrastructure	19,002,924				19,002,924
Rolling stock	242,497				242,497
Total capital assets, being depreciated	51,932,894				51,932,894
Less accumulated depreciation for:					
Buildings	(7,649,768)	(926,694)			(8,576,462)
Improvements	(3,495,035)	(42,202)			(3,537,237)
Equipment	(75,540)	(7,472)			(83,012)
Machinery	(235,695)				(235,695)
Infrastructure	(8,426,821)	(265,307)			(8,692,128)
Rolling stock	(197,073)	(15,967)			(213,040)
Total accumulated depreciation	(20,079,932)	(1,257,642)			(21,337,574)
Total capital assets, being depreciated, net	31,852,962	(1,257,642)			30,595,320
Business-type activities capital assets, net	\$ 53,203,363	\$ 1,137,825	\$ -	\$ -	\$ 54,341,188

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 5 – CAPITAL ASSETS (Continued)

Depreciation

Depreciation expense was charged to governmental functions as follows:

General Government	\$ 279,415
Public Works	271,247
Parks and Recreation	<u>49,226</u>
Total depreciation expense – governmental functions	<u>\$ 599,888</u>

Depreciation expense was charged to business-type functions as follows:

Sewer	\$ 1,032,760
Water	200,706
Community Facilities	<u>24,176</u>
Total depreciation expense – business-type functions	<u>\$ 1,257,642</u>

NOTE 6 – NOTES RECEIVABLE

The City has established a number of housing assistance loan programs using HOME Investment Partnerships Program grant funds. These loans consist of several loans for first-time home buyers assistance and home rehabilitation assistance loans for qualified persons. The City also utilizes Community Development Block Grant (CDBG) to provide business assistance loans and home rehabilitation loans to qualified persons.

NOTE 7 – LONG-TERM LIABILITIES

The following is a schedule of long-term liabilities for Governmental Activities and Business-type Activities for the fiscal year ended June 30, 2021:

	Balance at June 30, 2020	Additions	Repayments	Balance at June 30, 2021	Due Within One Year
Governmental Activities:					
Compensated absences	\$ 34,087	\$ 23,124	\$ (15,596)	\$ 41,615	\$ 10,000
Total	<u>\$ 34,087</u>	<u>\$ 23,124</u>	<u>\$ (15,596)</u>	<u>\$ 41,615</u>	<u>\$ 10,000</u>
Business-type Activities:					
Compensated absences	\$ 88,056	\$ 45,251	\$ (45,251)	\$ 88,056	\$ 30,000
Debt from direct borrowings and direct placements					
Installment note payable - Water	934,960		(142,908)	792,052	147,808
Installment note payable - Sewer	3,321,671		(3,321,671)		
CSWRCB Revolving Loan	11,147,045		(479,666)	10,667,379	484,462
Total	<u>\$ 15,491,732</u>	<u>\$ 45,251</u>	<u>\$ (3,989,496)</u>	<u>\$ 11,547,487</u>	<u>\$ 662,270</u>

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 7 – LONG-TERM LIABILITIES (Continued)

1. Business -type Activities – Direct Borrowings and Placements of Debt - Installment Notes Payable

On February 27, 2006 the City executed an installment note agreement with Municipal Finance Corporation for the acquisition and construction of a 750,000 gallon water storage tank to meet fire flow requirements and pledged the City's Water Fund as the specific revenue source for the repayment of the note. The note bears interest at 3.4%, with principal payments varying from \$37,010 to \$85,287, payable semi-annually beginning September 29, 2006, and continuing until March 29, 2026. The balance outstanding at June 30, 2021 is \$792,052.

On March 7, 2008, the City executed an installment note agreement with Municipal Finance Corporation for the acquisition and construction for a wastewater treatment plant in the amount of \$6,750,000, later amended to \$6,780,000, and pledged the City's Sewer Fund as the specific revenue source for the repayment of the note. The note bears interest at 3.4%, with principal payments varying from \$126,472 to \$234,873, payable semi-annually beginning September 7, 2008, and continuing until March 7, 2028. This note has been paid off during the fiscal year ended June 30, 2021.

In the event of a default the full outstanding balance of the note immediately becomes due and payable.

Annual debt service requirements for the Installment Notes Payable are shown below:

Fiscal Year Ended June 30,	Installment Notes Payable - Water		
	Principal	Interest	Total
2022	\$ 147,808	\$ 25,664	\$ 173,472
2023	152,876	20,597	173,473
2024	158,118	15,355	173,473
2025	163,540	9,933	173,473
2026	169,710	4,326	174,036
	<u>\$ 792,052</u>	<u>\$ 75,875</u>	<u>\$ 867,927</u>

2. Business -type Activities - Direct Borrowings and Placements of Debt - California State Water Resources Control Board Revolving Loan

On September 10, 2009, the City entered into a project finance agreement with the California State Water Resource Control Board (Water Control Board) and pledged the City's Water Fund as the specific revenue source for the repayment of the loan. Through the use of ARRA funds, the Water Control Board provided funding assistance in the amount of \$23,100,000 for the rehabilitation and upgrade of the wastewater treatment plant. The City must repay the project funds at an interest rate of 1% per annum. This Loan was restructured during the fiscal year ended June 30, 2021, to extend the payment period by 10 years. The term of the agreement is now June 16, 2009, to June 7, 2041. The balance outstanding at June 30, 2021 is \$10,667,379.

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 7 – LONG-TERM LIABILITIES (Continued)

2. Business -type Activities - Direct Borrowings and Placements of Debt - California State Water Resources Control Board Revolving Loan (Continued)

In the event of a default, the full outstanding balance of the loan immediately becomes due and payable.

Annual debt service requirements for the CSWRCB Loan are shown below:

Fiscal Year Ended June 30,	CSWRCB Loan		
	Principal	Interest	Total
2022	\$ 484,462	\$ -	\$ 484,462
2023	489,307		489,307
2024	494,200	194,683	688,883
2025	499,142	199,025	698,167
2026	504,133	188,621	692,754
2027-2031	2,597,303	780,519	3,377,822
2032-2036	2,729,791	499,444	3,229,235
2037-2041	2,869,041	204,033	3,073,074
	<u>\$ 10,667,379</u>	<u>\$ 2,066,325</u>	<u>\$ 12,733,704</u>

3. Compensated Absences

The City's policy relating to compensated absences is described in Note (1). Compensated absences are liquidated primarily by the general fund and proprietary funds. The total amount outstanding at June 30, 2021, was \$41,615 for governmental activities and \$88,056 for business-type activities.

NOTE 8 – RISK MANAGEMENT

Central San Joaquin Valley Risk Management Authority

The City participates with other public entities in a joint exercise of powers agreement which establishes the Central San Joaquin Valley Risk Management Authority (CSJVRMA). The relationship between the City and CSJVRMA is such that CSJVRMA is not a component unit of the City for financial reporting purposes. The City is covered for the first \$1,000,000 of each general liability claim and \$500,000 of each workers' compensation claim through the CSJVRMA. The City has the right to receive dividends or the obligation to pay assessments based on a formula which, among other expenses, charges the City's account for liability losses under \$10,000 and worker's compensation losses under \$10,000.

The CSJVRMA participates in an excess pool which provides general liability coverage from \$1,000,000 to \$10,000,000. The CSJVRMA participates in an excess pool which provides workers' compensation coverage from \$350,000 to \$500,000 and purchases excess insurance above the \$500,000 to the statutory limit. The CSJVRMA is a consortium of fifty-five (55) cities in the San Joaquin Valley of California. It was established under the provisions of California Government Code Section 6500 et seq. The CSJVRMA is governed by a Board of Directors, which meets 3-4 times per year, consisting of one member appointed by each member city. The day-to-day business is handled by a management group employed by the CSJVRMA.

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 9 – PROPRIETARY FUNDS INFORMATION

The City maintains four enterprise funds. The Water and Sewer funds account for the provision of basic utility services to all citizens. The Community Center Operations fund and USF Community Center fund are utilized to maintain the operations and maintenance of the City's community center.

NOTE 10 – CONTINGENT LIABILITIES

The City is subject to litigation arising in the normal course of business. In the opinion of the City's management, there is no pending litigation that is likely to have a material adverse effect on the financial position of the City.

NOTE 11 – OTHER POST EMPLOYMENT BENEFITS

The City does not offer any other post-employment benefits.

NOTE 12 – PENSION PLAN

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Plans and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

A. General Information about the Pension Plan

Plan Descriptions - All qualified employees are eligible to participate in the City's separate Safety (police and fire) and Miscellaneous (all other) Plans, cost sharing defined benefit pension plans administered by the California Public Employees' Retirement System (CalPERS), which acts as a common investment and administrative agent for its participating member employers. Benefit provisions under the Plans are established by State statute and Local Government resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided - CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 12 – PENSION PLAN (Continued)

A. General Information about the Pension Plan (Continued)

The Plans' provisions and benefits in effect at June 30, 2021, are summarized as follows:

	City Misc Plan		City Safety Plan
	Prior to January 1, 2013	On or after January 1, 2013	Prior to January 1, 2013
Hire date			
Benefit formula	2.7% @ 55	2% @ 62	3.0% @ 50
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	55	62	50
Monthly benefits, as a % of eligible compensation	2% to 2.7%	2.00%	3.0%
Required employee contribution rates	8%	6.25%	n/a
Required employer contribution rates	11.634%	6.555%	n/a

Contributions - Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the fiscal year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2021, the City reported net pension liabilities for its proportionate share of the net pension liability of the Plan as follows:

Proportionate Share of Net Pension Liability	
Misc. Plan	Safety Plan
\$ 2,611,642	\$ 874,408

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 12 – PENSION PLAN (Continued)

B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

The City's net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2020, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2019 rolled forward to June 30, 2020 using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension liability for the Plan as of June 30, 2019 and 2020 was as follows:

	City Miscellaneous Plan	City Safety Plan
Proportion - June 30, 2019	0.06110%	0.01352%
Proportion - June 30, 2020	0.06192%	0.01312%
Change - Increase (Decrease)	0.00082%	-0.00040%

For the fiscal year ended June 30, 2021, the City recognized pension expense of \$345,188. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 330,474	\$ -
Net differences between projected and actual earnings on pension plan investments	96,588	
Differences based on actual experience	202,392	
Differences based on change of assumptions		(21,540)
Differences between actual vs proportionate contribution		(74,757)
Adjustment due to differences in proportions	20,038	(16,117)
Total	<u>\$ 649,492</u>	<u>\$ (112,414)</u>

\$330,474 reported as deferred outflows of resources related to contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the fiscal year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions and will be recognized as pension expense as follows:

Fiscal Year Ended June 30,	Amount
2022	\$ 6,805
2023	84,202
2024	68,864
2025	46,733
	<u>\$ 206,604</u>

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 12 – PENSION PLAN (Continued)

B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

The City's net pension liability for each Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of each of the Plans is measured as of June 30, 2020, using an annual actuarial valuation as of June 30, 2019 rolled forward to June 30, 2020 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

Actuarial Assumptions - The total pension liabilities in the June 30, 2019 actuarial valuations were determined using the following actuarial assumptions:

	<u>Miscellaneous</u>	<u>Safety</u>
Valuation Date	June 30, 2019	June 30, 2019
Measurement Date	June 30, 2020	June 30, 2020
Actuarial Cost Method	Entry-Age Normal Cost Method	
Actuarial Assumptions:		
Discount Rate	7.15%	7.15%
Inflation	2.75%	2.75%
Payroll Growth	3.00%	3.00%
Projected Salary Increase	3.30%-14.20% (1)	3.30%-14.20% (1)
Investment Rate of Return	7.50% (2)	7.50% (2)
Mortality	Derived using CalPERS' Membership Data for all Funds	

(1) Depending on age, service and type of employment

(2) Net of pension plan investment expenses, including inflation

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2019 valuation were based on the results of a January 2014 actuarial experience study for the period 1997 to 2011. Further details of the Experience Study can be found on the CalPERS website.

Discount Rate - The discount rate used to measure the total pension liability was 7.15% for each Plan. To determine whether the municipal bond rate should be used in the calculation of a discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 7.15 percent discount rate is adequate and the use of the municipal bond rate calculation is not necessary. The long term expected discount rate of 7.15 percent will be applied to all plans in the Public Employees Retirement Fund (PERF). The stress test results are presented in a detailed report that can be obtained from the CalPERS website.

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 12 – PENSION PLAN (Continued)

B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

CalPERS is scheduled to review all actuarial assumptions as part of its regular Asset Liability Management (ALM) review cycle that was scheduled to be completed in February 2018. Any changes to the discount rate will require Board action and proper stakeholder outreach. For these reasons, CalPERS expects to continue using a discount rate net of administrative expenses for GASB 67 and 68 calculations through at least the 2017-18 fiscal year. CalPERS will continue to check the materiality of the difference in calculation until such time as we have changed our methodology.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

Asset Class	Assumed Asset Allocation	Real Return Year 1-10(a)	Real Return Year 11+(b)
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%

a) An expected inflation of 2% used for this period

b) An expected inflation of 2.92% used for this period

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 12 – PENSION PLAN (Continued)

B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate -The following presents the net pension liability of the Local Government for each Plan, calculated using the discount rate for each Plan, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	<u>Miscellaneous</u>	<u>Safety</u>
1% Decrease	6.15%	6.15%
Net Pension Liability	\$ 3,869,559	\$ 1,239,234
Current Discount Rate	7.15%	7.15%
Net Pension Liability	\$ 2,611,642	\$ 874,408
1% Increase	8.15%	8.15%
Net Pension Liability	\$ 1,572,265	\$ 575,034

Pension Plan Fiduciary Net Position - Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

NOTE 13 - SUCCESSOR AGENCY TRUST FOR ASSETS OF FORMER REDEVELOPMENT AGENCY

On December 29, 2011, the California Supreme Court upheld Assembly Bill 1X 26 ("the Bill") that provides for the dissolution of all redevelopment agencies in the State of California.

The Bill provides that upon dissolution of a redevelopment agency, either the city or other unit of local government will agree to serve as the "successor agency" to hold the assets until they are distributed to other units of state and local government. On January 10, 2012, the City Council elected to become the Successor Agency for the former redevelopment agency in accordance with the Bill as part of the City resolution number 2012-04.

After enactment of the law, which occurred on June 28, 2011, redevelopment agencies in the State of California cannot enter into new projects, obligations or commitments. Subject to the control of a newly established oversight board, remaining assets can only be used to pay enforceable obligations in existence as of the date of the dissolution (including the completion of any unfinished projects that were subject to legally enforceable contractual commitments). Successor agencies will only be allocated revenue in the amount that is necessary to pay the estimated annual installment payments on enforceable obligations of former redevelopment agency until all enforceable obligations of the prior redevelopment agency have been paid in full and all assets have been liquidated.

A. Long-term debt of the Successor Agency as of June 30, 2021, consisted of the following:

	<u>Balance June 30, 2020</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance June 30, 2021</u>	<u>Due within one year</u>
Tax Allocation Bonds	\$ 2,285,000	\$ -	\$ (105,000)	\$ 2,180,000	\$ 105,000
Original Issuance Discount	(40,325)		2,372	(37,953)	(2,372)
Totals	<u>\$ 2,244,675</u>	<u>\$ -</u>	<u>\$ (102,628)</u>	<u>\$ 2,142,047</u>	<u>\$ 102,628</u>

CITY OF HUGHSON
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2021

NOTE 13 - SUCCESSOR AGENCY TRUST FOR ASSETS OF FORMER REDEVELOPMENT AGENCY (CONTINUED)

Tax Allocation Bonds – Series 2006

The former redevelopment agency issued \$3,200,000 of tax allocation refunding bonds on February 1, 2006. The principal balance outstanding at June 30, 2021 was \$2,180,000. The remaining annual debt service requirements as of June 30, 2021 are as follows:

Fiscal Year Ended June 30,	2006 Tax Allocation Bonds		
	Principal	Interest	Total
2022	\$ 105,000	\$ 78,825	\$ 183,825
2023	110,000	75,600	185,600
2024	110,000	72,300	182,300
2025	115,000	68,925	183,925
2026	120,000	65,400	185,400
2027-2031	650,000	260,400	910,400
2032-2036	790,000	117,400	907,400
2037	180,000	3,600	183,600
	<u>\$ 2,180,000</u>	<u>\$ 742,450</u>	<u>\$ 2,922,450</u>

B. Capital assets of the Successor Agency as of June 30, 2021 consisted of the following:

	July 1, 2020 Balance	Additions	Deletions	June 30, 2021 Balance
Capital assets, being depreciated:				
Buildings and Improvements	\$ 795,929	\$ -	\$ -	\$ 795,929
Infrastructure	47,930			47,930
Total capital assets, being depreciated	<u>843,859</u>			<u>843,859</u>
Less accumulated depreciation for:				
Buildings and Improvements	(283,915)	(26,531)		(310,446)
Infrastructure	(12,467)	(959)		(13,426)
Total accumulated depreciation, net	<u>(296,382)</u>	<u>(27,490)</u>		<u>(323,872)</u>
Total capital assets, net	<u>\$ 547,477</u>	<u>\$ (27,490)</u>	<u>\$ -</u>	<u>\$ 519,987</u>

NOTE 14 – SUBSEQUENT EVENT

Subsequent to fiscal year-end, the City may be negatively impacted by the effects of the worldwide coronavirus pandemic. The City is closely monitoring its operations, liquidity, and reserves and is actively working to minimize the current and future impact of this unprecedented situation. As of the date of issuance of these financial statements, the full impact to the City's financial position is not known.

REQUIRED SUPPLEMENTAL INFORMATION

CITY OF HUGHSON
SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
GENERAL FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenues				
Property Taxes	\$ 422,750	\$ 410,317	\$ 373,550	\$ (36,767)
Sales and Use Taxes	900,161	900,161	1,102,903	202,742
Business License Taxes	25,000	21,368	28,130	6,762
Other Taxes	121,698	121,698	113,919	(7,779)
Licenses and Permits	191,380	167,982	235,660	67,678
Fines and Forfeitures	27,099	24,966	39,918	14,952
Interest	3,600	3,000	5,116	2,116
Charges for Services	27,883	37,909	164,220	126,311
Intergovernmental	992,010	732,010	737,218	5,208
Other	423,270	423,270	466,256	42,986
Total Revenues	3,134,851	2,842,681	3,266,890	424,209
Expenditures				
Current				
General Government	1,397,760	1,142,760	965,185	177,575
Public Safety	1,403,747	1,338,437	1,371,563	(33,126)
Public Works	306,572	306,572	268,682	37,890
Parks and Recreation	110,678	110,678	98,455	12,223
Total Expenditures	3,218,757	2,898,447	2,703,885	194,562
Excess (Deficiency) of Revenues Over (Under) Expenditures	(83,906)	(55,766)	563,005	618,771
Other Financing Sources (uses):				
Transfers In	199,492	199,492	101,312	(98,180)
Transfers Out	(5,000)	(5,000)	(12,500)	(7,500)
Total Other Financing Sources (Uses)	194,492	194,492	88,812	(105,680)
Net Change in Fund Balance	110,586	138,726	651,817	513,091
Fund Balance - July 1, 2020	4,063,523	4,063,523	4,063,523	
Fund Balance - June 30, 2021	\$ 4,174,109	\$ 4,202,249	\$ 4,715,340	\$ 513,091

CITY OF HUGHSON
SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
REFUSE SPECIAL REVENUE FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Interest	\$ -	\$ -	\$ 148	\$ 148
Charges for Services	<u>564,775</u>	<u>564,775</u>	<u>566,432</u>	<u>1,657</u>
Total Revenues	<u>564,775</u>	<u>564,775</u>	<u>566,580</u>	<u>1,805</u>
Expenditures				
Current:				
Public Works	<u>564,775</u>	<u>564,775</u>	<u>560,904</u>	<u>3,871</u>
Total Expenditures	<u>564,775</u>	<u>564,775</u>	<u>560,904</u>	<u>3,871</u>
Net Change in Fund Balance			5,676	5,676
Fund Balance - July 1, 2020	<u>72,552</u>	<u>72,552</u>	<u>72,552</u>	
Fund Balance - June 30, 2021	<u>\$ 72,552</u>	<u>\$ 72,552</u>	<u>\$ 78,228</u>	<u>\$ 5,676</u>

**CITY OF HUGHSON
REQUIRED SUPPLEMENTAL INFORMATION
JUNE 30, 2021**

Cost Sharing Defined Benefit Pension Plans

Schedule of the City's Proportionate Share of the Net Pension Liability – Last 10 Years*

	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015
Proportion of net pension liability	0.032040%	0.032110%	0.031920%	0.316500%	0.031830%	0.032410%	0.028550%
Proportionate share of NPL	\$ 3,486,050	\$ 3,290,773	\$ 3,076,140	\$ 3,139,177	\$ 2,754,347	\$ 2,224,303	\$ 1,776,561
Covered payroll	\$ 1,038,083	\$ 996,425	\$ 905,888	\$ 915,771	\$ 920,504	\$ 826,736	\$ 838,193
Proportionate share of NPL as a percentage of covered payroll	335.82%	330.26%	339.57%	342.79%	299.22%	269.05%	211.95%
Plan fiduciary net position as percentage of total pension liability	71.28%	72.72%	73.29%	73.11%	76.65%	70.45%	72.11%
Plan's Proportionate Share of Aggregate Employer Contributions	\$ 345,188	\$ 368,005	\$ 329,044	\$ 294,112	\$ 263,559	\$ 246,360	\$ 204,788

Notes to Schedule

Change in Benefit Terms: The figures above do not include any liability impact that may have resulted from plan changes which occurred after June 30, 2013 as they have minimal cost impact. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a Golden Handshakes).

Change in Assumptions: In 2017, the accounting discount rate reduced from 7.65% to 7.15%.

***Fiscal year 2015 was the 1st year of implementation, therefore only seven years are shown.**

CITY OF HUGHSON
REQUIRED SUPPLEMENTAL INFORMATION
JUNE 30, 2021

Cost Sharing Defined Benefit Pension Plans

Schedule of Contributions – Last 10 Years*

	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015
Contractual required contribution (actuarially determined)	\$ 345,188	\$ 293,617	\$ 270,473	\$ 242,574	\$ 219,201	\$ 179,701	\$ 149,901
Contributions in relation to the actuarially determined contributions	(345,188)	(293,617)	(270,473)	(242,574)	(219,201)	(179,701)	(149,901)
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 996,425	\$ 905,888	\$ 915,771	\$ 920,504	\$ 826,736	\$ 838,193	\$ 826,114
Contributions as a percentage of covered payroll	34.64%	32.41%	29.54%	26.35%	26.51%	21.44%	18.15%

Notes to Schedule

Actuarial Cost Method	Entry Age Normal
Amortization Method/Period	For detail, see June 30, 2012 Funding Valuation Report
Assets Valuation Method	Actuarial Value of Assets. For details, see June 30, 2012 Funding Valuation Report.
Inflation	2.75%
Salary Increases	Varies by Entry Age and Service
Payroll Growth	3.00%
Investment Rate of Return	7.50% Net of Pension Plan Investment and Administrative Expenses; includes Inflation.
Retirement Age	The probabilities of Retirement are based on the 2010 CalPERS Experience Study for the period from 1997 to 2007.
Mortality	The probabilities of mortality are based on the 2010 CalPERS Experience Study for the period from 1997 to 2007. Pre-retirement and Post-retirement mortality rates included 5 years of projected mortality improvement using Scale AA published by the Society of Actuaries.

***Fiscal year 2015 was the 1st year of implementation, therefore only seven years are shown.**

OTHER SUPPLEMENTAL INFORMATION

CITY OF HUGHSON
PUBLIC FACILITIES CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
For the Fiscal Year Ended June 30, 2021

	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
Revenues:			
Interest	\$ 1,000	\$ 1,924	\$ 924
Charges for Services	<u>193,824</u>	<u>421,602</u>	<u>227,778</u>
Total Revenues	<u>194,824</u>	<u>423,526</u>	<u>228,702</u>
Expenditures:			
Current:			
General Government	<u>72,394</u>	<u>23,483</u>	<u>48,911</u>
Total Expenditures	<u>72,394</u>	<u>23,483</u>	<u>48,911</u>
Net Change in Fund Balance	122,430	400,043	277,613
Fund Balance - July 1, 2020	<u>1,442,804</u>	<u>1,442,804</u>	<u></u>
Fund Balance - June 30, 2021	<u>\$ 1,565,234</u>	<u>\$ 1,842,847</u>	<u>\$ 277,613</u>

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NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

The Asset Forfeiture Fund was established to account for monies received from asset seizures in the City's jurisdiction. The monies are to be spent on police protection and enforcement.

The Gas Tax Fund was established to account for state gas tax revenues based on population. The revenues may be expended only for street and road repair, maintenance, design, construction, and traffic signal design and installation.

The Vehicle Abatement Fund was established to account for vehicle abatement fees, revenues, and expenditures.

The CDBG Rehab Fund was established to account for federal grants under the Housing and Community Development Act, to assist low and moderate income groups in obtaining loans to rehabilitate or revitalize their homes.

The CDBG Grants Fund was established to account for federal planning grants under the Housing and Community Development Act.

The Community Enhancement Fund was established to bridge the gap between old development and new development where Landscaping and Lighting Districts are not set up.

The Local Transportation Fund was established to account for revenues received and expenditures made for traffic improvements.

The Storm Drain Fund was established to account for storm drain revenues.

The SLESF Fund established to account for revenues received and expenditures made for Special Law Enforcement Services.

The Lighting and Landscaping Fund was established to account for the lighting and landscaping of specified zones in the City.

The Benefit Assessment Fund was established to account for assessments applied to certain districts within the City.

The Trench Cut Fund was established to account for trench cutting costs to be paid with specified charges designed for that specific use.

The Public Safety Realignment Fund was established to account for public safety costs to be paid from a special intergovernmental funding source.

The IT Reserve Fund was established to account for amounts set aside and transferred from all City funds for future IT upgrades.

The Measure L Sales Tax Fund was established to account for Measure L sales tax revenues and expenditures.

The SB-1 Roads Fund was established to account for SB-1 roads funds received from the State.

The Disability Access and Education Fund was established to account for fees per SB 1186 that are applied to the sale of business licenses and renewals.

The CFD Fund was established to account for various CFDs within the City.

The Covid Recovery Fund was established to account for American Recovery Plan Act funds.

CAPITAL PROJECTS FUNDS

Capital projects funds are used to account for the acquisition and construction of major capital facilities other than those financed by proprietary funds and trust funds.

The Transportation Fund was established to account for street reconstruction.

The Municipal Park Fund was established to account for future expansion of City parks.

The Parks Development Impact Fees Fund was established to account for developer assessments on new home construction, with the monies to be used for construction of parks.

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CITY OF HUGHSON
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
June 30, 2021

	Special Revenue Funds				
	Asset Forfeiture	Gas Tax	Vehicle Abatement	CDBG Rehab	CDBG Grants
Assets					
Cash and Investments	\$ 1,660	\$ 297,228	\$ 41,034	\$ 439,601	\$ 93,999
Accounts Receivable					
Loans Receivable				145,000	
Total Assets	<u>\$ 1,660</u>	<u>\$ 297,228</u>	<u>\$ 41,034</u>	<u>\$ 584,601</u>	<u>\$ 93,999</u>
Liabilities					
Accounts Payable	\$ -	\$ 5,306	\$ -	\$ -	\$ -
Unearned Revenue					
Due To Other Funds					
Total Liabilities		<u>5,306</u>			
Deferred Inflows of Resources:					
Unavailable Grant Revenue					
Total Deferred Inflows of Resources					
Total Liabilities and Deferred Inflows of Resources		<u>5,306</u>			
Fund Balances (Deficits)					
Restricted	1,660	291,922	41,034	584,601	93,999
Unassigned					
Total Fund Balances (Deficits)	<u>1,660</u>	<u>291,922</u>	<u>41,034</u>	<u>584,601</u>	<u>93,999</u>
Total Liabilities and Fund Balances	<u>\$ 1,660</u>	<u>\$ 297,228</u>	<u>\$ 41,034</u>	<u>\$ 584,601</u>	<u>\$ 93,999</u>

Special Revenue Funds

Community Enhancement	Local Transportation	Storm Drain	SLESF	Lighting and Landscaping	Benefit Assessment	Trench Cut
\$ 205,009	\$ 64,890	\$ 656,284 488	\$ 382,411 86,220	\$ 210,394	\$ 290,583	\$ 3,094
<u>\$ 205,009</u>	<u>\$ 64,890</u>	<u>\$ 656,772</u>	<u>\$ 468,631</u>	<u>\$ 210,394</u>	<u>\$ 290,583</u>	<u>\$ 3,094</u>
\$ 220	\$ -	\$ 220	\$ 162	\$ 3,430	\$ 409	\$ -
<u>220</u>		<u>220</u>	<u>162</u>	<u>3,430</u>	<u>409</u>	
<u>220</u>		<u>220</u>	<u>162</u>	<u>3,430</u>	<u>409</u>	
204,789	64,890	656,552	468,469	206,964	290,174	3,094
<u>204,789</u>	<u>64,890</u>	<u>656,552</u>	<u>468,469</u>	<u>206,964</u>	<u>290,174</u>	<u>3,094</u>
<u>\$ 205,009</u>	<u>\$ 64,890</u>	<u>\$ 656,772</u>	<u>\$ 468,631</u>	<u>\$ 210,394</u>	<u>\$ 290,583</u>	<u>\$ 3,094</u>

Continued

CITY OF HUGHSON
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
June 30, 2021
(CONTINUED)

	Special Revenue Funds				
	Public Safety Realignment	IT Reserve	Measure L Sales Tax	SB-1 Roads	Disability Access and Education
Assets					
Cash and Investments	\$ 35,722	\$ 106,475	\$ 740,707	\$ 306,377	\$ 2,744
Accounts Receivable			103,539	13,188	170
Loans Receivable					
Total Assets	\$ 35,722	\$ 106,475	\$ 844,246	\$ 319,565	\$ 2,914
Liabilities					
Accounts Payable	\$ -	\$ -	\$ 3,822	\$ -	\$ 13
Unearned Revenue					
Due to Other Funds					
Total Liabilities			3,822		13
Deferred Inflows of Resources:					
Unavailable Grant Revenue					
Total Deferred Inflows of Resources					
Total Liabilities and Deferred Inflows of Resources			3,822		13
Fund Balances (Deficits)					
Restricted	35,722	106,475	840,424	319,565	2,901
Unassigned					
Total Fund Balances (Deficits)	35,722	106,475	840,424	319,565	2,901
Total Liabilities and Fund Balances	\$ 35,722	\$ 106,475	\$ 844,246	\$ 319,565	\$ 2,914

CFD	Covid Recovery	Capital Projects Funds			Total Nonmajor Governmental Funds
		Transportation	Municipal Park	Parks Development Impact Fees	
\$ 29,860	\$ - 904,854	\$ -	\$ 527,128	\$ 678,707	\$ 5,113,907 1,108,459 145,000
<u>\$ 29,860</u>	<u>\$ 904,854</u>	<u>\$ -</u>	<u>\$ 527,128</u>	<u>\$ 678,707</u>	<u>\$ 6,367,366</u>
\$ 31	\$ -	\$ 5,970	\$ 220	\$ 220	\$ 20,023
		288,733			288,733
31		294,703	220	220	308,756
	904,854				904,854
	904,854				904,854
31	904,854	294,703	220	220	1,213,610
29,829		(294,703)	526,908	678,487	5,448,459 (294,703)
29,829		(294,703)	526,908	678,487	5,153,756
<u>\$ 29,860</u>	<u>\$ 904,854</u>	<u>\$ -</u>	<u>\$ 527,128</u>	<u>\$ 678,707</u>	<u>\$ 6,367,366</u>

CITY OF HUGHSON
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
For the Fiscal Year Ended June 30, 2021

	Special Revenue Funds				
	Asset Forfeiture	Gas Tax	Vehicle Abatement	CDBG Rehab	CDBG Grants
Revenues:					
Interest	\$ -	\$ 203	\$ -	\$ 576	\$ -
Charges for Services					
Intergovernmental		164,189	21,740		
Special Assessments					
Other				981	
Total Revenues		164,392	21,740	1,557	
Expenditures:					
Current:					
Parks and Recreation					
Public Safety					
Public Works		85,321			
Capital Outlay					
Total Expenditures		85,321			
Excess (Deficiency) of Revenues over (Under) Expenditures		79,071	21,740	1,557	
Other Financing Sources (Uses):					
Transfers In					
Transfers Out		(46,600)	(10,000)		
Total Other Financing Sources (Uses)		(46,600)	(10,000)		
Net Change in Fund Balances		32,471	11,740	1,557	
Fund Balances - July 1, 2020	1,660	259,451	29,294	583,044	93,999
Fund Balances - June 30, 2021	\$ 1,660	\$ 291,922	\$ 41,034	\$ 584,601	\$ 93,999

Special Revenue Funds						
Community Enhancement	Local Transportation Fund	Storm Drain	SLESF	Lighting and Landscaping	Benefit Assessment	Trench Cut
\$ 264 54,386	\$ -	\$ 750 161,955	\$ 453	\$ -	\$ -	\$ - 117
			170,923			
				178,712	90,138	
54,650		162,705	171,376	178,712	90,138	117
2,139		2,139	9,910	128,287	34,701	
2,139		2,139	9,910	128,287	34,701	
52,511		160,566	161,466	50,425	55,437	117
				(20,746)	(14,846)	
				(20,746)	(14,846)	
52,511		160,566	161,466	29,679	40,591	117
152,278	64,890	495,986	307,003	177,285	249,583	2,977
\$ 204,789	\$ 64,890	\$ 656,552	\$ 468,469	\$ 206,964	\$ 290,174	\$ 3,094

Continued

CITY OF HUGHSON
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
For the Fiscal Year Ended June 30, 2021
(CONTINUED)

	Special Revenue Funds				
	Public Safety Realignment	IT Reserve	Measure L Sales Tax	SB-1 Roads	Disability Access and Education
Revenues:					
Interest	\$ -	\$ 47	\$ 726	\$ -	\$ -
Charges for Services					1,443
Intergovernmental			445,842	145,031	
Special Assessments					
Other					
Total Revenues		47	446,568	145,031	1,443
Expenditures:					
Current:					
Parks and Recreation					
Public Safety					
Public Works					
Capital Outlay		1,919	6,766	16,342	
Total Expenditures		1,919	6,766	16,342	
Excess (Deficiency) of Revenues over (Under) Expenditures		(1,872)	439,802	128,689	1,443
Other Financing Sources (Uses):					
Transfers In		10,000			
Transfers Out					
Total Other Financing Sources (Uses)		10,000			
Net Change in Fund Balances		8,128	439,802	128,689	1,443
Fund Balances - July 1, 2020	35,722	98,347	400,622	190,876	1,458
Fund Balances - June 30, 2021	\$ 35,722	\$ 106,475	\$ 840,424	\$ 319,565	\$ 2,901

CFD	Covid Recovery	Capital Project Funds			Total Nonmajor Governmental Funds
		Transportation	Municipal Park	Parks Development Impact Fees	
\$ -	\$ -	\$ -	\$ 612	\$ 786	\$ 4,417
			114,119	149,975	481,995
16,117					947,725
					284,967
					981
16,117			114,731	150,761	1,720,085
			2,139	2,138	4,277
1,078					9,910
		34,343			253,665
					59,370
1,078		34,343	2,139	2,138	327,222
15,039		(34,343)	112,592	148,623	1,392,863
					10,000
(1,500)					(93,692)
(1,500)					(83,692)
13,539		(34,343)	112,592	148,623	1,309,171
16,290		(260,360)	414,316	529,864	3,844,585
\$ 29,829	\$ -	\$ (294,703)	\$ 526,908	\$ 678,487	\$ 5,153,756

CITY OF HUGHSON
GAS TAX SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
For the Fiscal Year Ended June 30, 2021

	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
Revenues:			
Interest	\$ 100	\$ 203	\$ 103
Intergovernmental	<u>193,211</u>	<u>164,189</u>	<u>(29,022)</u>
Total Revenues	<u>193,311</u>	<u>164,392</u>	<u>(28,919)</u>
Expenditures:			
Current:			
Public Works	<u>121,000</u>	<u>85,321</u>	<u>35,679</u>
Total Expenditures	<u>121,000</u>	<u>85,321</u>	<u>35,679</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>72,311</u>	<u>79,071</u>	<u>6,760</u>
Other Financing Sources (Uses):			
Transfers Out	<u>(46,600)</u>	<u>(46,600)</u>	<u></u>
Total Other Financing Sources (Uses)	<u>(46,600)</u>	<u>(46,600)</u>	<u></u>
Net Change in Fund Balance	25,711	32,471	6,760
Fund Balance - July 1, 2020	<u>259,451</u>	<u>259,451</u>	<u></u>
Fund Balance - June 30, 2021	<u>\$ 285,162</u>	<u>\$ 291,922</u>	<u>\$ 6,760</u>

CITY OF HUGHSON
 VEHICLE ABATEMENT SPECIAL REVENUE FUND
 SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
 IN FUND BALANCE - BUDGET AND ACTUAL
 For the Fiscal Year Ended June 30, 2021

	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
Revenues:			
Charges For Services	\$ 15,000	\$ 21,740	\$ 6,740
Total Revenues	<u>15,000</u>	<u>21,740</u>	<u>6,740</u>
Other Financing Sources (Uses):			
Transfers Out	<u>(14,400)</u>	<u>(10,000)</u>	<u>4,400</u>
Total Other Financing Sources (Uses)	<u>(14,400)</u>	<u>(10,000)</u>	<u>4,400</u>
Net Change in Fund Balance	600	11,740	11,140
Fund Balance - July 1, 2020	<u>29,294</u>	<u>29,294</u>	<u></u>
Fund Balance - June 30, 2021	<u><u>\$ 29,894</u></u>	<u><u>\$ 41,034</u></u>	<u><u>\$ 11,140</u></u>

CITY OF HUGHSON
CDBG REHAB SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
For the Fiscal Year Ended June 30, 2021

	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
Revenues:			
Interest	\$ 300	\$ 576	\$ 276
Other Revenue		981	981
Total Revenues	<u>300</u>	<u>1,557</u>	<u>1,257</u>
Net Change in Fund Balance	300	1,557	1,257
Fund Balance - July 1, 2020	<u>583,044</u>	<u>583,044</u>	
Fund Balance - June 30, 2021	<u>\$ 583,344</u>	<u>\$ 584,601</u>	<u>\$ 1,257</u>

CITY OF HUGHSON
COMMUNITY ENHANCEMENT SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
For the Fiscal Year Ended June 30, 2021

	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
Revenues:			
Interest	\$ -	\$ 264	\$ 264
Charges For Services	<u>22,176</u>	<u>54,386</u>	<u>32,210</u>
Total Revenues	<u>22,176</u>	<u>54,650</u>	<u>32,474</u>
Expenditures:			
Public Works	<u> </u>	<u>2,139</u>	<u>(2,139)</u>
Total Expenditures	<u> </u>	<u>2,139</u>	<u>(2,139)</u>
Net Change in Fund Balance	22,176	52,511	30,335
Fund Balance - July 1, 2020	<u>152,278</u>	<u>152,278</u>	<u> </u>
Fund Balance - June 30, 2021	<u>\$ 174,454</u>	<u>\$ 204,789</u>	<u>\$ 30,335</u>

CITY OF HUGHSON
 LOCAL TRANSPORTATION SPECIAL REVENUE FUND
 SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
 IN FUND BALANCE - BUDGET AND ACTUAL
 For the Fiscal Year Ended June 30, 2021

	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
Expenditures:			
Current:			
Public Works	\$ 20,000	\$ -	\$ 20,000
Total Expenditures	<u>20,000</u>	<u> </u>	<u>20,000</u>
Net Change in Fund Balance	(20,000)		20,000
Fund Balance - July 1, 2020	<u>64,890</u>	<u>64,890</u>	<u> </u>
Fund Balance - June 30, 2021	<u>\$ 44,890</u>	<u>\$ 64,890</u>	<u>\$ 20,000</u>

CITY OF HUGHSON
STORM DRAIN SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
For the Fiscal Year Ended June 30, 2021

	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
Revenues:			
Interest	\$ 200	\$ 750	\$ 550
Charges for Services	<u>67,276</u>	<u>161,955</u>	<u>94,679</u>
Total Revenues	<u>67,476</u>	<u>162,705</u>	<u>95,229</u>
Expenditures:			
Current:			
Public Works	<u> </u>	<u>2,139</u>	<u>(2,139)</u>
Total Expenditures	<u> </u>	<u>2,139</u>	<u>(2,139)</u>
Net Change in Fund Balance	67,476	160,566	93,090
Fund Balance - July 1, 2020	<u>495,986</u>	<u>495,986</u>	<u> </u>
Fund Balance - June 30, 2021	<u>\$ 563,462</u>	<u>\$ 656,552</u>	<u>\$ 93,090</u>

CITY OF HUGHSON
SLESF SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
For the Fiscal Year Ended June 30, 2021

	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
Revenues:			
Interest	\$ 200	\$ 453	\$ 253
Intergovernmental	<u>150,000</u>	<u>170,923</u>	<u>20,923</u>
Total Revenues	<u>150,200</u>	<u>171,376</u>	<u>21,176</u>
Expenditures:			
Current:			
Public Safety	<u>185,960</u>	<u>9,910</u>	<u>176,050</u>
Total Expenditures	<u>185,960</u>	<u>9,910</u>	<u>176,050</u>
Net Change in Fund Balance	(35,760)	161,466	197,226
Fund Balance - July 1, 2020	<u>307,003</u>	<u>307,003</u>	
Fund Balance - June 30, 2021	<u>\$ 271,243</u>	<u>\$ 468,469</u>	<u>\$ 197,226</u>

CITY OF HUGHSON
 LIGHTING AND LANDSCAPING SPECIAL REVENUE FUND
 SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
 IN FUND BALANCE - BUDGET AND ACTUAL
 For the Fiscal Year Ended June 30, 2021

	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
Revenues:			
Special Assessments	\$ 177,657	\$ 178,712	\$ 1,055
Total Revenue	<u>177,657</u>	<u>178,712</u>	<u>1,055</u>
Expenditures:			
Current:			
Public works	<u>184,047</u>	<u>128,287</u>	<u>55,760</u>
Total Expenditures	<u>184,047</u>	<u>128,287</u>	<u>55,760</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(6,390)</u>	<u>50,425</u>	<u>56,815</u>
Other Financing Sources (Uses)			
Transfers Out	<u>(21,121)</u>	<u>(20,746)</u>	<u>375</u>
Total Other financing Sources (Uses)	<u>(21,121)</u>	<u>(20,746)</u>	<u>375</u>
Net Change in Fund Balance	(27,511)	29,679	57,190
Fund Balance - July 1, 2020	<u>177,285</u>	<u>177,285</u>	
Fund Balance - June 30, 2021	<u>\$ 149,774</u>	<u>\$ 206,964</u>	<u>\$ 57,190</u>

CITY OF HUGHSON
BENEFIT ASSESSMENT SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
For the Fiscal Year Ended June 30, 2021

	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
Revenues:			
Special Assessments	\$ 101,309	\$ 90,138	\$ (11,171)
Total Revenue	<u>101,309</u>	<u>90,138</u>	<u>(11,171)</u>
Expenditures:			
Current:			
Public Works	128,798	34,701	94,097
Total Expenditures	<u>128,798</u>	<u>34,701</u>	<u>94,097</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(27,489)</u>	<u>55,437</u>	<u>82,926</u>
Other Financing Sources (Uses)			
Transfers Out	<u>(16,346)</u>	<u>(14,846)</u>	<u>1,500</u>
Total Other financing Sources (Uses)	<u>(16,346)</u>	<u>(14,846)</u>	<u>1,500</u>
Net Change in Fund Balance	(43,835)	40,591	84,426
Fund Balance - July 1, 2020	<u>249,583</u>	<u>249,583</u>	<u></u>
Fund Balance - June 30, 2021	<u>\$ 205,748</u>	<u>\$ 290,174</u>	<u>\$ 84,426</u>

CITY OF HUGHSON
TRENCH CUT SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
For the Fiscal Year Ended June 30, 2021

	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
Revenues:			
Charges for Services	\$ 115	\$ 117	\$ 2
Total Revenue	<u>115</u>	<u>117</u>	<u>2</u>
Net Change in Fund Balance	115	117	2
Fund Balance - July 1, 2020	<u>2,977</u>	<u>2,977</u>	<u></u>
Fund Balance - June 30, 2021	<u>\$ 3,092</u>	<u>\$ 3,094</u>	<u>\$ 2</u>

CITY OF HUGHSON
IT RESERVE SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
For the Fiscal Year Ended June 30, 2021

	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
Revenues:			
Interest	\$ -	\$ 47	\$ 47
Total Revenue		47	47
Expenditures:			
Capital Outlay	10,000	1,919	8,081
Total Expenditures	10,000	1,919	8,081
Excess (Deficiency) of Revenues Over (Under) Expenditures	(10,000)	(1,872)	8,128
Other Financing Sources (Uses)			
Transfers In	15,000	10,000	(5,000)
Total Other financing Sources (Uses)	15,000	10,000	(5,000)
Net Change in Fund Balance	5,000	8,128	3,128
Fund Balance - July 1, 2020	98,347	98,347	
Fund Balance - June 30, 2021	\$ 103,347	\$ 106,475	\$ 3,128

CITY OF HUGHSON
 MEASURE L SALES TAX SPECIAL REVENUE FUND
 SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
 IN FUND BALANCE - BUDGET AND ACTUAL
 For the Fiscal Year Ended June 30, 2021

	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
Revenues:			
Interest	\$ -	\$ 726	\$ 726
Intergovernmental	305,798	445,842	140,044
Total Revenues	<u>305,798</u>	<u>446,568</u>	<u>140,770</u>
Expenditures:			
Capital Outlay	7,560	6,766	794
Total Expenditures	<u>7,560</u>	<u>6,766</u>	<u>794</u>
Net Change in Fund Balance	298,238	439,802	141,564
Fund Balance - July 1, 2020	<u>400,622</u>	<u>400,622</u>	<u></u>
Fund Balance - June 30, 2021	<u>\$ 698,860</u>	<u>\$ 840,424</u>	<u>\$ 141,564</u>

CITY OF HUGHSON
 SB-1 ROADS SPECIAL REVENUE FUND
 SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
 IN FUND BALANCE - BUDGET AND ACTUAL
 For the Fiscal Year Ended June 30, 2021

	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
Revenues:			
Intergovernmental	\$ 127,173	\$ 145,031	\$ 17,858
Total Revenues	<u>127,173</u>	<u>145,031</u>	<u>17,858</u>
Expenditures:			
Capital Outlay	<u>116,916</u>	<u>16,342</u>	<u>100,574</u>
Total Expenditures	<u>116,916</u>	<u>16,342</u>	<u>100,574</u>
Net Change in Fund Balance	10,257	128,689	118,432
Fund Balance - July 1, 2020	<u>190,876</u>	<u>190,876</u>	<u></u>
Fund Balance - June 30, 2021	<u>\$ 201,133</u>	<u>\$ 319,565</u>	<u>\$ 118,432</u>

CITY OF HUGHSON
DISABILITY ACCESS AND EDUCATION
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
For the Fiscal Year Ended June 30, 2021

	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
Revenues:			
Charges for Services	\$ 1,050	\$ 1,443	\$ 393
Total Revenue	<u>1,050</u>	<u>1,443</u>	<u>393</u>
Net Change in Fund Balance	1,050	1,443	393
Fund Balance - July 1, 2020	<u>1,458</u>	<u>1,458</u>	<u></u>
Fund Balance - June 30, 2021	<u>\$ 2,508</u>	<u>\$ 2,901</u>	<u>\$ 393</u>

CITY OF HUGHSON
TRANSPORTATION CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
For the Fiscal Year Ended June 30, 2021

	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
Revenues:			
Intergovernmental	\$ 1,000,042	\$ -	\$ (1,000,042)
Total Revenues	<u>1,000,042</u>	<u></u>	<u>(1,000,042)</u>
Expenditures:			
Capital Outlay	<u>1,000,042</u>	<u>34,343</u>	<u>965,699</u>
Total Expenditures	<u>1,000,042</u>	<u>34,343</u>	<u>965,699</u>
Net Change in Fund Balance		(34,343)	(34,343)
Fund Balance (Deficit) - July 1, 2020	<u>(260,360)</u>	<u>(260,360)</u>	<u></u>
Fund Balance (Deficit) - June 30, 2021	<u>\$ (260,360)</u>	<u>\$ (294,703)</u>	<u>\$ (34,343)</u>

CITY OF HUGHSON
MUNICIPAL PARK CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
For the Fiscal Year Ended June 30, 2021

	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
Revenues:			
Interest	\$ 500	\$ 612	\$ 112
Charges for Services	<u>43,802</u>	<u>114,119</u>	<u>70,317</u>
Total Revenues	<u>44,302</u>	<u>114,731</u>	<u>70,429</u>
Expenditures:			
Current:			
Parks and Recreation	<u> </u>	<u>2,139</u>	<u>(2,139)</u>
Total Expenditures	<u> </u>	<u>2,139</u>	<u>(2,139)</u>
Net Change in Fund Balance	44,302	112,592	68,290
Fund Balance - July 1, 2020	<u>414,316</u>	<u>414,316</u>	<u> </u>
Fund Balance - June 30, 2021	<u>\$ 458,618</u>	<u>\$ 526,908</u>	<u>\$ 68,290</u>

CITY OF HUGHSON
PARKS DEVELOPMENT IMPACT FEES CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
For the Fiscal Year Ended June 30, 2021

	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
Revenues:			
Interest	\$ 500	\$ 786	\$ 286
Charges for Services	<u>58,674</u>	<u>149,975</u>	<u>91,301</u>
Total Revenues	<u>59,174</u>	<u>150,761</u>	<u>91,587</u>
Expenditures:			
Current:			
Parks and Recreation	<u> </u>	<u>2,138</u>	<u>(2,138)</u>
Total Expenditures	<u> </u>	<u>2,138</u>	<u>(2,138)</u>
Net Change in Fund Balance	59,174	148,623	89,449
Fund Balance - July 1, 2020	<u>529,864</u>	<u>529,864</u>	<u> </u>
Fund Balance - June 30, 2021	<u>\$ 589,038</u>	<u>\$ 678,487</u>	<u>\$ 89,449</u>

NONMAJOR PROPRIETARY FUNDS

PROPRIETARY FUNDS

Proprietary funds are used to account for operations that are financed and operated in a manner similar to private business enterprises - for these funds, it is the intent of the City Council that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

Community Center Operations - This fund is used to account for revenues and expenses associated with the maintenance and operations of the City's Community Centers.

USF Community Center - This fund is used to account for funds designated for maintenance and operations of the City's Community Centers.

CITY OF HUGHSON
NONMAJOR PROPRIETARY FUNDS
COMBINING STATEMENT OF NET POSITION
June 30, 2021

	Enterprise Funds		
	Community Center Operations Fund	USF Community Center Fund	Total Nonmajor Enterprise Funds
Assets			
Current Assets:			
Cash and Investments	\$ 12,215	\$ -	\$ 12,215
Accounts Receivable		1,199	1,199
Total Current Assets	12,215	1,199	13,414
Noncurrent Assets:			
Capital Assets:			
Land	105,073		105,073
Buildings	725,283		725,283
Less:			
Accumulated Depreciation	(543,962)		(543,962)
Total Noncurrent Assets	286,394		286,394
Total Assets	298,609	1,199	299,808
Liabilities			
Current Liabilities:			
Accounts Payable	1,090	259	1,349
Due to Other Funds		1,214	1,214
Deposits Payable	5,347		5,347
Total Current Liabilities	6,437	1,473	7,910
Total Liabilities	6,437	1,473	7,910
Net Position			
Net Investment in Capital Assets	286,394		286,394
Unrestricted	5,778	(274)	5,504
Total Net Position	\$ 292,172	\$ (274)	\$ 291,898

CITY OF HUGHSON
NONMAJOR PROPRIETARY FUNDS
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

	Enterprise Funds		
	Community Center Operations Fund	USF Community Center Fund	Total Nonmajor Enterprise Funds
Operating Revenues			
Charges for Services	\$ 4,210	\$ 14,467	\$ 18,677
Total Operating Revenues	<u>4,210</u>	<u>14,467</u>	<u>18,677</u>
Operating Expenses			
Administrative	4,526	4,581	9,107
Maintenance	4,731	300	5,031
Depreciation	24,176		24,176
Total Operating Expenses	<u>33,433</u>	<u>4,881</u>	<u>38,314</u>
Operating Income (Loss)	<u>(29,223)</u>	<u>9,586</u>	<u>(19,637)</u>
Income (Loss) Before Transfers	(29,223)	9,586	(19,637)
Transfers			
Transfers In	7,500		7,500
Transfers Out		(7,620)	(7,620)
Changes in Net Position	(21,723)	1,966	(19,757)
Net Position - Beginning of Fiscal Year	<u>313,895</u>	<u>(2,240)</u>	<u>311,655</u>
Net Position - End of Fiscal Year	<u>\$ 292,172</u>	<u>\$ (274)</u>	<u>\$ 291,898</u>

CITY OF HUGHSON
NONMAJOR PROPRIETARY FUNDS
COMBINING STATEMENT OF CASH FLOWS
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

	Enterprise Funds		
	Community Center Operations Fund	USF Community Center Fund	Total Nonmajor Enterprise Funds
CASH FLOWS FROM OPERATING ACTIVITIES:			
Cash Received from Users	\$ 5,710	\$ 13,268	\$ 18,978
Cash Payments to Suppliers and Contractors	(9,651)	(5,087)	(14,738)
Net Cash Provided (Used) By Operating Activities	(3,941)	8,181	4,240
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Transfers in (out)	7,500	(7,620)	(120)
Interfund Borrowing		(561)	(561)
Net Cash Provided (Used) By Noncapital Financing Activities	7,500	(8,181)	(681)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	3,559		3,559
CASH AND CASH EQUIVALENTS, BEGINNING OF FISCAL YEAR	8,656		8,656
CASH AND CASH EQUIVALENTS, END OF FISCAL YEAR	<u>\$ 12,215</u>	<u>\$ -</u>	<u>\$ 12,215</u>
Reconciliation to Statement of Net Position:			
Cash and Cash Equivalents	<u>\$ 12,215</u>	<u>\$ -</u>	<u>\$ 12,215</u>
CASH FLOWS FROM OPERATING ACTIVITIES:			
Operating Income (Loss)	<u>\$ (29,223)</u>	<u>\$ 9,586</u>	<u>\$ (19,637)</u>
Adjustment to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:			
Depreciation Expense	24,176		24,176
Changes in Assets and Liabilities:			
(Increase) Decrease in Accounts Receivable	500	(1,199)	(699)
Increase (Decrease) in Accounts Payable	(394)	(206)	(600)
Increase (Decrease) in Deposits Payable	1,000		1,000
Total Adjustments	25,282	(1,405)	23,877
Net Cash Provided (Used) By Operating Activities	<u>\$ (3,941)</u>	<u>\$ 8,181</u>	<u>\$ 4,240</u>

CITY OF HUGHSON
MANAGEMENT REPORT
AND
AUDITOR'S COMMUNICATION LETTER

June 30, 2021

CITY OF HUGHSON
June 30, 2021

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MOSS, LEVY & HARTZHEIM LLP

CERTIFIED PUBLIC ACCOUNTANTS

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April 28, 2022

Members of the City Council
City of Hughson
Hughson, California

In planning and performing our audit of the financial statements of the City of Hughson (City), as of and for the fiscal year ended June 30, 2021, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, we considered the City's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weakness and therefore, there can be no assurance that all such deficiencies have been identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses. However, we did identify deficiencies in internal control that we consider to be significant deficiencies.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We did not note any deficiencies that we consider to be significant deficiencies in internal control. However, we did note certain other matters that we feel should be brought to the attention of management and the Council.

The City's written responses to the findings identified in our audit are described in the current year recommendations section. We did not audit the City's responses and, accordingly, we express no opinion on them. In addition, we would be pleased to discuss the recommendations in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing these recommendations.

We have included in this letter a summary of communication with the members of the City Council as required by professional auditing standards. We would like to thank the City's management and staff for the courtesy and cooperation extended to us during the course of our engagement. The accompanying communications and recommendations are intended solely for the information and use of management, the members of the City Council, and others within the City, and is not intended to be and should not be used by anyone other than these specified parties.

Moss, Levy & Hartzheim

MOSS, LEVY & HARTZHEIM, LLP
Culver City, CA



MOSS, LEVY & HARTZHEIM LLP

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April 28, 2022

Members of the City Council
City of Hughson
Hughson, California

We have audited the financial statements of the governmental activities, the business type activities, each major fund, and the aggregate remaining information of the City of Hughson (City) for the fiscal year ended June 30, 2021. Professional standards require that we provide you with the information about our responsibilities under auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and OMB Circular A-133 as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 24, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

Management's estimate of the funding progress for CALPERS is based on CALPERS' estimate. The estimated historical cost of capital assets, annual depreciation and the estimated useful life of the capital assets were based on historical data, industry guidelines, and an outside consultant which was hired by the City in a previous fiscal year. We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. All adjusting entries that were proposed as a result of audit procedures were corrected by management. These included entries to adjust capital assets, long term debt, fund balance, accounts payable and accounts receivable.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 28, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City of Hughson's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City of Hughson's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the information and use of the members of the City Council and Management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Moss, Levy & Hartzheim

MOSS, LEVY & HARTZHEIM, LLP
Culver City, CA



MOSS, LEVY & HARTZHEIM LLP

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Members of the City Council
City of Hughson
Hughson, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Hughson (City), as of and for the fiscal year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated April 28, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. We did not note any deficiencies that we consider to be significant deficiencies in internal control. However, material weaknesses or significant deficiencies may exist that have not been identified. However, we did note certain other matters that we feel should be brought to the attention of management and the Council with regards to internal control over financial reporting.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Moss, Levy & Hartzheim

Moss, Levy & Hartzheim, LLP
Culver City, California
April 28, 2022

CURRENT YEAR RECOMMENDATIONS

Other Matters

2021-1 Finding – Lack of control over year end closing:

During the review of the year end closing process, it was noted that there is a lack of control over the year end closing process that necessitated audit entries to correct material misstatements.

Effect:

A lack of control over the year end closing process can result in material misstatements of the financial statements that could go undetected. Audit entries were necessary to adjust cash, accounts receivable, loans receivable, long term debt, and fund balance accounts to reconcile with supporting documentation.

Recommendation:

We recommend that the City adopt a formal year end closing process that will prevent material misstatements of the financial statements.

Management's response:

Management agrees with this recommendation and a formal year end closing process will be implemented for the fiscal year ended June 30, 2022.

STATUS OF PRIOR YEAR RECOMMENDATIONS

Significant Deficiencies

2020-1 Finding – Lack of segregation of duties over cash receipts:

During the review of internal controls, it was noted that one staff member is responsible for both preparing the bank reconciliations and reconciling daily cash receipts to the general ledger.

Effect:

A lack of segregation of duties increases the risk that errors and irregularities may occur and go undetected. It could adversely affect the City's ability to initiate, authorize, record, process, or report financial data reliably, which could lead to a misappropriation of funds.

Recommendation:

We recommend that the City ensure that the internal control deficiencies mentioned above are rectified with increased segregation of duties and establish a centralized purchasing and receiving position.

Status:

Implemented

2020-2 Finding – Lack of segregation of duties over payroll:

During the review of internal controls, it was noted that one staff member is responsible for entering payroll information into the computer system, preparing payroll checks, distributing payroll checks, reconciling the payroll bank account, and entering payroll changes. It was also noted that multiple users have access to change payroll rates and no log is kept of changes made.

Effect:

A lack of segregation of duties increases the risk that errors and irregularities may occur and go undetected. It could adversely affect the City's ability to initiate, authorize, record, process or report financial data reliably, which could lead to a misappropriation of funds.

Recommendation:

We recommend that the City ensure that the internal control deficiencies mentioned above are rectified with increased segregation of duties and establish a centralized purchasing and receiving position. Also, the City should restrict access to the payroll module and ensure that a log is kept for all adjustments to wage rates.

Status:

Implemented

Other Matters

2020-3 Finding – Lack of control over year end closing:

During the review of the year end closing process, it was noted that there is a lack of control over the year end closing process that necessitated audit entries to correct material misstatements.

Effect:

A lack of control over the year end closing process can result in material misstatements of the financial statements that could go undetected. Audit entries were necessary to adjust cash, accounts receivable, loans receivable, long term debt, and fund balance accounts to reconcile with supporting documentation.

Recommendation:

We recommend that the City adopt a formal year end closing process that will prevent material misstatements of the financial statements.

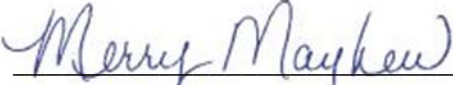
Management's response:

Not implemented, see Finding 2021-1.



CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date: June 13, 2022
Subject: Update on the Well 7 Replacement Project Schedule Delay
Enclosures: Attachment A - Letter from Cort Abney, P.E., Shoreline Environmental Engineering
Attachment B - Letters from various suppliers and vendors
Presented By: Merry Mayhew
Approved By: 
City Manager

Staff Recommendation:

Accept an update on the Well 7 Replacement Project schedule delay.

Background and Overview:

The Well 7 Replacement Project (Project) is a four-phase project that includes the construction of a new water well site that will contain a water treatment system, a one-million-gallon concrete storage/blending tank, two wells – wells 9 and 10, and a water distribution pipeline to connect the well sites.

Phase 1 began construction in November 2018 and included improvements to the sewer lift station, underground work, testing, casing, and well drilling/development. Phase II began construction in August 2019 and included the construction of the one-million-gallon storage tank. Phase III began construction in September 2020 and included the purchase of a water treatment system for the new replacement Well No. 9 and Well No. 10. The vendor will provide professional services with the startup, commissioning, and training of the Hughson operation staff. Phase IV began construction in December 2020 and includes the installation of the water treatment system.

Discussion:

Phase IV is currently in construction. The original completion date was January 2022; however, with the delays experienced due to the pandemic, the estimated completion date was first extended an additional 5-7 months and is now anticipating further delays to November 2022.

Cort Abney, P.E., is the City of Hughson contracted water engineer who is managing the Project for the City. Mr. Abney stays in close contact with the construction crews, works closely with the State Waterboard to ensure reporting is completed, the project stays on schedule, and reviews and approves necessary change orders.

Attachment A is a letter from Mr. Abney detailing the delay of project completion to November 2022. In this letter, Mr. Abney explains that the new water supply plant is a highly sophisticated water treatment and pumping facility with processes controlled by a central computer that makes decisions based on various sensors found throughout the plant that measure pressure, water levels, chemical concentrations, flows, temperatures and other vital signs necessary to produce and deliver clean drinking water.

The electrical panels are comprised of many electrical components that are scheduled to come from manufacturers from around the world. The control panels cannot be assembled and tested until all of the components have been received and there are a number of electrical components on backorder causing this project disruption.

Attachment B includes letters and emails from the electrical panel fabricator and various suppliers and vendors describing the supply chain challenges they are experiencing.

As stated in Mr. Abney's letter, he has asked the Contractor to identify any construction items that can be completed before the electrical panels arrive, even if it is less efficient for the Contractor. However, as facility performance, reliability, and longevity are the primary objectives, he remains cautious in urging the Contractor to accelerate work as we do not want to sacrifice the quality or performance of the facility.

Mr. Abney has talked to the State Waterboard regarding these latest delays and the State has agreed this is occurring over a wide variety of projects they oversee and recommended that the City submit a 3-6 month schedule extension request.

Quarterly reports are submitted to the State with the Project status. The latest report available is as of the end of March 2022 and shows that 75% of the construction has been completed for Phase IV and the Contractor has invoiced 65% of the project.

Fiscal Impact:

There is no fiscal impact to accepting the Well 7 Replacement Project schedule update. The estimated cost of the Well 7 Replacement Project totals \$12.8 million which will be funded by approximately \$9.6 million State grant and \$3.2 million in a State loan.

June 2, 2022

Merry Mayhew, City Manager
City of Hughson
7018 Pine Street
Hughson, CA 95326



Subject: Hughson Well #7 Replacement Project Schedule Update

Dear Ms. Mayhew:

The latest schedule submitted by the Well #7 Replacement (Phase IV) Project Contractor identifies an additional delay of approximately 3 months, with a final completion date of mid-November. The delay is primarily due to problems associated with fabrication of the Project's electrical control panels. The vendor responsible for building the electrical control panels contends it is having difficulty obtaining a small number of electrical components necessary to complete their work. Until the panels are completed and installed, much of the final site electrical work is on hold.

Discussion: The new water supply plant is a highly sophisticated water treatment and pumping facility. The water plant's processes are controlled by a central computer. The computer makes decisions (turn on/off pumps, add chemicals, backwash filters, fill tanks, send alarms, turn on backup power, etc.) based on signals it receives from numerous "sensors" found throughout the plant that measure pressure, water levels, chemical concentrations, flows, temperatures, and other "vital signs" necessary to produce and deliver clean drinking water.

All of the treatment plant's control systems are found in electrical panels located in the control building. Combined, the panels take up about 30 feet of wall space. The panels are designed, assembled, tested, and certified (Underwriters Laboratory) in an off-site factory as a complete unit, then shipped to the plant for installation. Each electrical panel is comprised of countless electrical components (relays, starters, timers, overload protection, switches, indicator lights, etc.), coming from a variety of manufacturers from around the world. Due to the high standards needed to ensure all of the components are reliable and can withstand the rigors of an industrial water plant setting, substitutions are difficult to locate if or when components become unavailable. The control panels cannot be assembled and tested until all components are installed.

Currently there are a small number of electrical components on backorder causing the project schedule disruption. The electrical panel fabricator has looked for substitutions for these parts without success. According to the electrical panel fabricator, they have three large warehouses full of panels that are 90% to 95% completed, waiting for the final pieces to finish and ship. (Of note, the fabricator does not get paid until the panels are shipped). The panel fabricator has guaranteed the project's general contractor that the panels will take priority once all the parts are on-hand, currently anticipated as early August, 2022.

In response, we have asked the Contractor for additional information to justify the recent schedule delay. Attached are letters and emails from the electrical panel fabricator, Tesco Controls of Sacramento, and various suppliers and vendors describing the supply chain challenges they are experiencing. We have also asked the Contractor to identify any Construction items that can be

completed before the electrical panels arrive, even if it is less efficient for the Contractor. At the same time, we remain cautious while urging the Contractor to accelerate work, should it potentially sacrifice quality or performance of the completed facility. Ultimately, facility performance, reliability, and longevity are our primary objectives.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Abney', with a stylized, cursive script.

Cort Abney, P.E.
Shoreline Environmental Engineering

attachments

Attachment B

June 1, 2022

Re: Supply Chain Issues

Dear Gary,

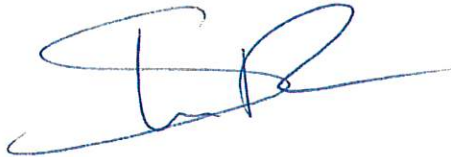
I want to reach out to let you know I am personally working on the issues your projects are facing due to supply chain delays. I attend weekly Production meetings where we create a plan for the projects that are affected. Unfortunately, that list of projects currently sits at about 80% of all in-house projects. The biggest issue we are dealing with is the lack of information the suppliers are providing, as our OEM's will no longer provide updated ship dates.

We have brought on a consultant/specialist to help find solutions globally. As the CEO of Tesco I take this issue very seriously and will do all I can to help resolve this.

Sincerely,

TESCO CONTROLS, LLC

Shain Thomas
CEO
Sthomas@tescocontrols.com





Powering Business Worldwide

Eaton Corporation
560 N 54th St
Suite 1
Chandler, AZ 85226

March 28, 2022

Todd English
TESCO Controls Inc.
8440 Florin Road
Sacramento CA 95828

Dear Todd,

I'd like to provide you with an update on Eaton's current operational status and your order referenced further below. Supply chain (electronics, metals, resins, allocations in each area), logistics, and labor disruptions continue to provide challenges for manufacturers across the electrical industry. We expect this to continue for a large part of 2022. Eaton had made and continues to make significant investments to increase capacity, improve throughput and grow our supply chain elasticity. Eaton continues to qualify new suppliers, utilize "spot buys" for critical material, and employ premium freight and expedited shipping lanes to maximize available product for our partners and customers. These investments and actions are helping, but due to the continuation of challenging conditions and strong market demand, lead times continue to be extended across many Eaton product groups.

Our current efforts are focused on delivering product as efficiently as we can under the current circumstances. Because of this, please be aware that we do not have the flexibility to support expedite requests. While Eaton will continue to provide as-accurate-as-possible updates on lead times, unexpected changes are anticipated. We remain committed to providing our customers, channel partners and sales teams with the most up-to-date and accurate information available while managing expectations that lead times may continue to be extended or changed as the market evolves. Several of Eaton's plants, including panelboard and switchboard sites, are conducting scheduling resets to provide more accurate lead time information. Please note that customer service responses may be delayed temporarily as these updates occur over the next few weeks. We recommend adjusting any project planning timelines you may have to reflect these extended lead times, and that you please remain in close contact with your local Eaton sales representative for any updates or changes.

Due to the current challenges, see below for the current shipping schedule for listed items:

Eaton GO#: MSF0010759

- Item 014 Pad Mounted Power Transformer "MT XFMR" with Mild Steel or Stainless Steel Tank. Current lead times after release for manufacture: 63-68 weeks.

We recognize the strain this is placing on your schedule and sincerely apologize for the delay. Please be assured that Eaton's recovery plan is focused in the areas above to improve supply across all shorted and allocated material. We do sincerely appreciate your business and please know that Eaton will continue to exhaust an unconstrained amount of resource, effort, and leverage to be able to build the products our customers require.

Please feel free to reach out to me if you have any questions or would like to discuss.

Sincerely,

Carl J. Berry

Carl Berry
Vice President, Sales – West Region
carlberry@eaton.com

Dear Eaton Channel Partner,

As we begin the second month of 2022, I'd like to take this opportunity to provide our valued partners with an update on Eaton's current operational status and what you can expect from us in the coming months.

Supply chain disruptions, logistics, and labor challenges continue to provide challenges for manufacturers across the electrical industry. We expect these challenges to continue for a large part of 2022, which is why we have made significant investments to increase capacity, improve throughput, and grow our supply chain elasticity. Eaton continues to qualify new suppliers, utilize "spot buys" for critical material, and employ premium freight and expedited shipping lanes to maximize available product for our partners and customers. These investments and actions are helping, but due to the continuation of challenging conditions, lead times will continue to be extended across many Eaton product groups.

Our current efforts are focused on delivering product as efficiently as we can under the current circumstances. Because of this, please be aware that we do not have the flexibility to support expedite requests. While Eaton will continue to provide as-accurate-as-possible updates on lead times, unexpected changes are anticipated. We remain committed to providing our customers and channel partners with the most up-to-date and accurate information available while managing expectations that lead times may continue to be extended or changed as the market evolves.

Several of Eaton's plants, including panelboard and switchboard sites, are conducting scheduling resets to provide more accurate lead time information. Please note that customer service responses may be delayed as these updates occur over the next several weeks.

We recommend adjusting any project planning timelines you may have to reflect these extended lead times, and please remain in close contact with your local Eaton sales representative for updates on any changes that may be put in place.

Moving forward, Eaton will be providing additional operational and supply chain updates via *Distributor Newsline*. This publication is sent every-other-month to our channel partners via email. If you are not currently receiving *Distributor Newsline*, visit Eaton.com/DNL to opt in.

As always, thank you for your partnership and understanding during these unprecedented times.

A handwritten signature in black ink, appearing to read "Will Green", with a long, sweeping horizontal line extending to the right.

Will Green
Vice President, Channel

Email from Eaton Corporation to Tesco Controls – Parts on Backorder (11May22)

RE: [EXTERNAL] RE: Tesco Job: W-52186 | Hughson | PO: 236831 | Eaton GO#: SSR1253809 | 05/06/2022 | 05/11/2022



Townsley, Mark A <MarkATownsley@Eaton.com>

To: Leslie Evans

Cc: Jay Budwal; Andre Crockett; Mary Vang

[Reply](#) [Reply All](#) [Forward](#) [...](#)

Wed 5/11/2022 12:32 PM

This sender MarkATownsley@Eaton.com is from outside your organization.

[Click here to download pictures.](#) To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Hi Leslie,

Yes, because the supply chain issues are so wide-spread and ever-changing it is very difficult to get detailed information on each item on each order as our plants just don't have the bandwidth to handle all of the requests that are coming in. However, I did just receive a communication from Portland on this order that might help you:

Both Hughson items have some components with ETA's to the Portland plant which are well outside the original ESD. Looking to see if the customer wants to do some ship shorts on these items. Quickprint of the original order as entered is attached for your convenience.

On item 001 we are missing the following items with ETA's to the Portland plant as shown. The QBHW's seem like an easy ship short, but does the customer want us to ship short structure 5, which contains the 45kva XFMR?

- QBHW2030 - BREAKER-(2) - 8/15
- QBHW2040 - QBH BKR-(1) - 7/22
- WFT45E000KJ - 45 KVA XFMR CORE-COIL-(1) - 7/7

On item 002 we are missing the following items with ETA's to the Portland plant as shown.

- C0005P7HSESKJ - 5KVA XFMR 240X480 W/T-(1) - 6/21

Please advise on the ship short request for item 001.

Thanks - Mark



Jarrold Levine

End User Account Manager

P: 1.925.389.7399

jrlevine@rockwellautomation.com

November 3rd, 2021

Marcy Hutchinson
Senior Buyer
Tesco Controls
8440 Florin Road
Sacramento, CA, 95828

Dear Mrs. Hutchinson

Rockwell has released a few statements regarding the impact of the global supply chain disruption on our ability to meet lead times and manufacture certain product lines. Our Senior VP and Chief Supply Chain Officer, Ernest Nicolas summed up the situation well by stating, "Recent market challenges continue to cause uncertainty in our supply chain, but we remain committed to doing everything we can to support our customers."

In researching out the unique component shortage leading to delay on your drives, I was unable to get a specific response from the factory for two reasons:

- 1) I believe the factory does not want to detail specific manufacturing issues for competitive reasons.
- 2) On a standard drives order (as opposed to an Engineered Water Solution), there is no specific project manager or engineering assigned to the order. Therefore, when I speak to the factory, they can only provide me generalities affecting their overall manufacturing ability rather than the unique component affecting your specific order.

Mr. Nicolas further stated, "Lead times have been extended on select product lines to drive improved accuracy in the promise dates provided to our customers. We continue to monitor our inventory levels and will adjust lead times as product availability changes. We will do everything we can to reduce lead times as we stabilize supply in our constrained products."

Unfortunately, although we have submitted a Delivery Improvement Request on this project that identifies the critical infrastructure nature, the factory lacks the ability to expedite it any further. I recognize this has an impact on your customer's construction schedule. All I can do is apologize and promise we are doing everything we can to navigate through these unprecedented challenges. The best forecasts expect the global supply chain issues to remain through 2023, however, Rockwell has improved our lead time commitments and will continue to improve both our production capacity and communication to minimize further disruption to valued partners like Tesco and our End User community.

Best regards,

Jarrold Levine

expanding human possibility®

3000 Executive Parkway, San Ramon, CA



Allen-Bradley



LIFECYCLE IQ
Services



FactoryTalk

TO: Our Customers

FR: Jack McCauley, VP – Sales
Christopher D. Showers, VP – Manufacturing

RE: Customer Relations

October 8, 2021

At ASCO Power, we are dedicated to delivering world class critical power solutions for our customers. We understand that your success is our success, and we are passionate about placing our customers first each and every day. To that end, we want to provide an update on the current state of our supply chain—including a summary of the macro headwinds that continue to impact our service level performance and the proactive measures and investments we are making to mitigate future impacts to your business and emerge stronger.

As the global economy emerges from the COVID pandemic, remnants both positive and negative remain across all industries. ASCO Power has been met with unprecedented demand for many of our core offers. The fact that the markets we serve are once again healthy, and our offers continue to resonate with our customers, is very encouraging. However, this historic spike in demand, constrained labor availability and global shortages of certain materials have challenged our upstream suppliers. All together, these factors have resulted in extended lead times, low stock levels in select product categories, and delays in shipping in some of our lines of business.

Since the pandemic started, ASCO has taken integral steps to strengthen resiliency, increase flexibility, and safeguard our supply chain. Within that time period, we have made significant investments in increasing our production and warehouse space & capacity across North America. In addition, we have increased raw material inventory levels and strengthened and expanded our workforce.

Beyond these strategic investments, we continue to interact collaboratively with our existing suppliers at the highest levels, are vetting and approving new suppliers to expand our network of partners and leveraging automation. We have taken the initiative to expand our strategy of sourcing from multiple suppliers and regions for several critical parts as a preventive measure for the future. During this time, we are going to the furthest extent to assist our suppliers in solving their issues such as raw material shortage, sub supplier relations, and more.

We acknowledge that the challenges caused by the pandemic are not completely behind us, but we want to assure you that we understand the importance of tackling them head-on due to their critical nature. As an organization, ASCO Power Technologies continues to remain fully devoted to our customers' success. Our #1 focus is always our customer satisfaction and on time delivery. Due to this commitment, we transparently provide you with this update on the challenges facing our supply chain, along with the assurance that we are working strenuously around the clock to overcome these issues.

As always, we appreciate your business, trust, and partnership!

Jack McCauley

Vice President
Sales

Christopher D. Showers

Vice President
Manufacturing

Name	Blake Shapiro
Department	Partner Sales – CA, NV, and HI
Phone	(469) 367-1150
E-Mail	Blake.shapiro@siemens.com
Date	05/02/2022

Delivery situation for products of Digital Industries (DI) and Smart Infrastructure (SI EP)

Dear Tesco Controls on behalf of Jacksonville Electric Authority (JEA) –

Current delivery situation

– The impact of a whole series of global events – and at the very center of this, the impact of the corona pandemic – has led to massive disruptions, in some cases, to supply chains worldwide over the past two years. This applies to many industries. The most important events are:

- The global chip shortage, e.g. caused by Corona Lockdown-related production interruptions at chip manufacturers in Asia such as Malaysia.
- Shifting supply priorities from producers of semiconductor products and electronic components to consumer goods industries, with the consequence of spontaneous de-commitments to supply commitments and significantly reduced delivery volumes for industrial customers.
- The scarcity of base materials and raw materials such as steel, steel panels and electrical sheets
- Massive restriction of cargo space in international container and air traffic, caused, among other things, by
 - Prolonged airport closures in China as part of the country's strict zero Covid and lockdown policies
 - Significant shortage of cargo personnel in U.S. ports and associated massive delays in loading and unloading cargo ships

Just to name a few examples.

These disruptions, some of which are massive, in the world's production and supply chains, have been leading to restrictions in the procurement of precursors and the associated production at Siemens for some time now. Another factor that has been contributing to an additional tension in the supply situation for some time is a disproportionate increase in demand. At Siemens, for some products this is significantly above the forecasts of e.g. the machine tool manufacturing and automotive industry. As a consequence, this unfortunately means that we cannot deliver some products at the usual delivery times and to the desired extent.

Not only do we monitor these developments intensively and continuously, but we are also in close contact with our partners along the entire supply chain – from our suppliers to our customers and their customers. With a whole series of measures, we are working on keeping the impact of the above-called events as low as possible.

Measures to improve the delivery situation

Siemens is working hard to minimize the impact on our customers as much as possible. To this end, we are implementing a whole series of measures, which should help to improve the situation:

- Siemens bundles demand for raw materials and components, which secures our position as a relevant partner among more than 1,500 strategic suppliers. To this end, we use our global SCM network in more than 60 countries.
- We organize the dynamic changes in the supply situations of various suppliers through a number of task forces whose employees are dedicated exclusively to improving the supply situation, including escalation mechanisms that extend to the Managing Board of Siemens and the management boards of the suppliers, if necessary.
- Especially in the case of precursors, we intensively qualify and add new suppliers.
- We rely on our own digital technologies for production control to optimize delivery times. This gives us transparency about the inventory in real time and enables us to fully digitally produce and plan capacities.
- We purchase additional quantities on the international broker markets, as far as there is an offer there.

SIEMENS

- With the relevant and critical suppliers, especially from the semiconductor sector, we have placed binding orders based on visible demand for the entire calendar year 2022, and in some cases beyond.
- We worked on a large number of re-designs in our development to eliminate bottlenecks.
- We link the logistics chains of our suppliers and the suppliers of our customers in order to achieve maximum efficiency in procurement in the sense of a logistics ecosystem. To this end, we use the strengths of the various organizations in the sense of maximum possible production in the entire supply chain, right down to the end customer.
- Siemens uses its entire worldwide network of more than 30 factories and plants to respond flexibly to demand in the best possible way for the benefit of our customers.

Unfortunately, despite all our intensive efforts on the supplier side, it is not yet foreseeable when the tense delivery situation in the direction of customers will improve significantly. We are aware that the current situation can have a significant impact on the maintenance of production and the delivery of machines. We very much regret that.

- Our principle is always to treat all our customers fairly. Accordingly, we will not let up, intensively on the above-called to work on measures to improve our own supplier situation and to communicate any improvements promptly to our customers and to implement improved delivery times. However, due to the current market situation, especially in the entire supplier market, we expect significantly strained supply chains in the coming quarters, which in some cases will lead to significantly longer delivery times.

Once again, the purpose of this letter is to inform you that Siemens is experiencing as a direct result of several key equipment manufacturers' supply chain issues which are severely impacting Tesco Controls ability to procure, assemble, program, test and ship the subject Industrial Control Cabinets.

Following are the various part numbers and lead times experiencing supply chain issues responsible for a majority of the delays.

<u>Manufacturer</u>	<u>Model No.</u>	<u>Order Date</u>	<u>OA Ship Date / Lead Time</u>
Siemens	6AG12062BB007AC2 Qty (1)	11/02/2021	06/27/2022 / 200 Working Days
Siemens	6AG12062BB007AC2 Qty (1)	11/02/2021	06/20/2022 / 200 Working Days

With Best Regards,
Blake Shapiro



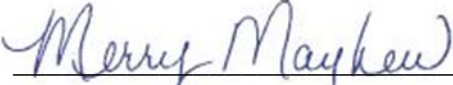
CITY COUNCIL AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date: June 13, 2022

Subject: Consideration to Adopt Resolution 2022-19, Restricting Water Use per the State Water Resources Control Board Emergency Regulations, Cal. Code Regs. Tit. 23, § 996, a Measure Necessary for the Immediate protection of Health and Safety and for Compliance with State Law

Presented By: Merry Mayhew

Approved By: 
City Manager

Staff Recommendation:

Adopt Resolution 2022-19, restricting water use per the State Water Resources Control Board Emergency Regulations, Cal. Code Regs. Tit. 23, § 996, a measure necessary for the immediate protection of health and safety and for compliance with State Law.

Background and Overview:

In 2015 the State of California was in its fourth year of drought and the State Water Resources Control Board (Water Board) issued regulations regarding urban water use restrictions. Small urban water distributors (more than 3000 customers or supply more than 3000 acre-feet annually) were required to implement one of the following two conservation measures:

1. Achieve a 25% reduction in water consumption, or
2. Limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week.

On June 8, 2015, the City of Hughson City Council adopted Ordinance No. 2015-06 amending the Hughson Municipal Code Title 13 Chapter 13.04.340 – Water Conservation and Prohibition on Water Waste to comply with the Water Board's emergency regulations. The Ordinance also allows the City Council the ability to restrict water usage during a water shortage emergency by resolution so that the City can quickly react to future drought emergency situations and Water Board regulations.

On June 8, 2015, the City Council approved Resolution 2015-18 restricting outdoor watering to no more than two days per week.

The table below shows the result of the water restrictions put into place in 2015.

Year	Millions of Gallons
2013	575
2014	463
2015	339 – 26.8% decrease
2016	356
2017	418
2018	377
2019	414
2020	334
2021	339

In 2015, 339 million gallons of water were used, a 26.8% decrease from 2014. Between 2015 and 2021, the usage varies from year to year; however, in 2021, 339 million gallons of water were used, the same amount as in 2015.

On June 12, 2017, the City Council approved Resolution No. 2017-25, declaring an end to the water shortage emergency previously declared and repealing the associated restrictions. Outdoor watering was increased back to three days per week. In addition, Ordinance No. 2017-06 was approved clarifying the outdoor water schedule.

- a. Odd-numbered addresses: Wednesdays, Fridays and Sundays between the hours of 12:00 midnight and 12:00 noon, and 7:00 p.m. and 12:00 midnight.
- b. Even-numbered addresses: Tuesday, Thursdays and Saturdays between the hours of 12:00 midnight and 12:00 noon, and 7:00 p.m. and 12:00 midnight.
- c. Watering by hand (with cans, wands, and handheld hoses) is allowed on days as per address.

Discussion:

On March 28, 2022, Governor Gavin Newsom issued Executive Order N-7-22 in response to the ongoing drought and following the driest first three months of a year in the State's recorded history. The Water Board adopted an emergency water conservation regulation following Governor Gavin Newsom's Executive Order.

Cal. Code Regs. Tit. 23, § 996 requires water suppliers to:

- Initiate a public information and outreach campaign for water conservation and promptly and effectively reach the supplier's customers, using efforts such as email, paper mail, bill inserts, customer app notifications, news articles, websites, community events, radio and television, billboards, and social media.

- Implement and enforce a rule or ordinance limiting landscape irrigation with potable water to no more than two (2) days per week and prohibiting landscape irrigation with potable water between the hours of 10:00 a.m. and 6:00 p.m.
- To prevent the unreasonable use of water and to promote water conservation, the use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites.
 - The use of water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need.
 - An urban water supplier may approve a request for continued irrigation of non-functional turf where the user certifies that the turf is a low water use plant with a plant factor of 0.3 or less, and demonstrates the actual use is less than 40% of reference evapotranspiration.
- The taking of any action prohibited in subdivision (e) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

Additionally, the new Cal. Code Regs. Tit.23, §996 requires the City to immediately implement the water use restrictions set forth in Cal. Code Regs. Tit. 23, §995. Significant portions of Section 995 are outlined below.

To prevent the unreasonable use of water and to promote water conservation, the use of water is prohibited as identified in this subdivision for the following actions:

- The application of potable water to outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
- The use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
- The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard-surfaced areas, except in cases where health and safety are at risk;
- The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public;
- The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds that use pumps to recirculate water and only require refilling to replace evaporative losses;
- The application of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one-fourth of one inch of rain. In determining whether measurable rainfall of at least fourth of one inch of rain occurred in a given area, enforcement may be based on records of the National Weather Service, the closest CIMIS station to the parcel, or any

other reliable source of rainfall data available to the entity undertaking enforcement of this subdivision; and

- The use of potable water for irrigation of ornamental turf on public street medians.

By adopting the proposed resolution, the City of Hughson will be in compliance with the State Water Board regulations.

Fiscal Impact:

There will be a small fiscal impact to educating the public on the new requirements of the Water Board. Placing educational information in the City's monthly newsletter with the utility bills and on social media can be implemented at no cost. Printing flyers to insert in utility mailings, door hangers for Code Enforcement education, and providing new magnets with watering information is estimated at \$2,000.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO 2022-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON RESTRICTING
WATER USE PER THE STATE WATER RESOURCES CONTROL BOARD
EMERGENCY REGULATIONS, A MEASURE NECESSARY FOR THE IMMEDIATE
PROTECTION OF HEALTH AND SAFETY AND FOR COMPLIANCE WITH STATE LAW**

WHEREAS, the City Council of the City of Hughson has provided for water shortages in Chapter 13.08.34 of Title 13 of the Hughson Municipal Code ("HMC"), pertaining prohibitions on wasting water, authority to declare a water shortage emergency, and additional mandatory measures and restrictions; and

WHEREAS, Chapter 13.08.34(F)(3) of Title 13 of the HMC authorizes the City Council to prohibit by resolution additional activities during a duly declared water shortage emergency where such prohibitions are found necessary for the immediate protection of health and safety or are required by State law; and

WHEREAS, California is in a third consecutive year of dry conditions resulting in continuing drought in all parts of the State; and

WHEREAS, the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

WHEREAS, on April 12, 2021, May 10, 2021, July 9, 2021 and October 19, 2021, the Governor of the State of California proclaimed states of emergency that continue today and exist across all the counties of California, due to extreme and expanding drought conditions; and

WHEREAS, on March 28, 2022, the Governor of the State of California issued Executive Order N-7-22 in response to the ongoing drought and following the driest first three months of a year in the State's recorded history ordered the State Water Resources Control Board (Water Board) to consider adopting emergency regulations with strategies for improving water conservation, including direct technical assistance, financial assistance, and other approaches. By May 25, 2022, the Water Board shall consider adopting emergency regulations defining "non-functional turf" (that is, a definition of turf that is ornamental and not otherwise used for human recreation purposes such as school fields, sports fields, and parks) and banning irrigation of non-functional turf in the commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turf plantings.

WHEREAS, on May 24, 2022, the State Board adopted Emergency Conservation Regulations imposing restrictions on all urban water producers intended to achieve the Governor's stated goals in Executive Order N-7-22; and

WHEREAS, Chapter 13.08.34(C) of Title 13 of the HMC currently restricts irrigation of outdoor landscaping to no more than three days per week.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson finds, in accordance with Chapter 13.08.34(F)(3) of Title 13 of the HMC, that additional limitations on the irrigation of outdoor landscaping are necessary for the immediate protection of health and safety and are required by State law,

THEREFORE, IT IS FURTHER RESOLVED by the City Council of the City of Hughson that the following prohibitions shall become immediately effective upon adoption of this Resolution:

1. Irrigation of all exterior residential ornamental landscaping including, but not limited to, turf areas, open ground, crops, trees, grass, lawn, ground cover, shrubbery, or decorative plantings using an irrigation system, hose, or outdoor potable water faucet shall be allowed only two days a week as follows:

a. Odd-number addresses – Wednesdays and Sundays between the hours of 6:00 p.m. and 10:00 a.m.

b. Even-numbered addresses Tuesdays and Saturdays between the hours of 6:00 p.m. and 10:00 a.m.

2. The use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites, with the exception of:

a. Ensuring the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need.

b. An urban water supplier may approve a request for continued irrigation of non-functional turf where the user certifies that the turf is a low water use plant with a plant factor of 0.3 or less, and demonstrates the actual use is less than 40% of reference evapotranspiration.

3. The following potable water uses are prohibited:

a. The application of potable water to outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots or structures;

b. The use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

c. The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard-surfaced areas, except in cases where health and safety are at risk;

- d. The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public;
- e. The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds that use pumps to recirculate water and only require refilling to replace evaporative losses;
- f. The application of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one-fourth of one inch of rain. In determining whether measurable rainfall of at least fourth of one inch of rain occurred in a given area, enforcement may be based on records of the National Weather Service, the closest CIMIS station to the parcel, or any other reliable source of rainfall data available to the entity undertaking enforcement of this subdivision; and
- g. The use of potable water for irrigation of ornamental turf on public street medians.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 13th day of June, 2022, by the following roll call vote;

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 6.4

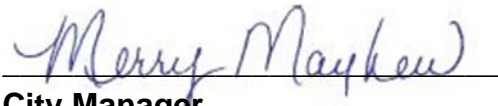
SECTION 6: NEW BUSINESS

Meeting Date: June 13, 2022

Subject: Adopt Resolution No. 2022-20, Awarding the Sewer and Water Improvements on Tully Road and Sewer Improvements on 2nd Street to United Pavement Maintenance, in the Not to Exceed Amount of \$1,247,017.30 and authorizing a 10% Construction Contingency as well as a 10% Set-aside for Construction Testing and Inspections and Authorize the City Manager to Execute the Final Construction Contract

Enclosures: Tully Road/2nd Street Sewer and Water Bid Package and Plan Set

Presented By: Rachel Wyse, Community Development Director

Approved By: 
City Manager

Staff Recommendations:

1. Adopt Resolution No. 2022-20, awarding the Sewer and Water Improvement Project to United Pavement Maintenance, in the amount of \$1,247,017.30 and authorizing a 10% construction contingency as well as a 10% set-aside for construction testing and inspections.
2. Authorize the City Manager to execute the final construction contract with the lowest responsible low bidder, inclusive of any final edits by the City Attorney.

Background and Overview:

On March 14, 2022, the Hughson City Council authorized staff to release bid documents for the sewer and water improvements on Tully Road and sewer improvements on 2nd Street hereinafter referred to as the Tully Road Sewer and Water Improvement Project. The Tully Road Sewer and Water Improvement Project will burst in place the old DFA industrial sewer line and utilize the residential line which has the capacity to continue to provide sewer service to the businesses on Tully Road. Old sewer and water laterals will be removed, and new sewer and water

laterals will be installed at every parcel on Tully Road with a current sewer and water service connection.

Discussion:

On April 27, 2022, the City held a bid opening and received two sealed bids. The bids received are listed below:

1. United Pavement Maintenance	\$1,247,017.30
2. Mozingo	\$2,166,435.00

The City's contracted engineer's estimate for this project was \$741,990 for Bid Schedule A and \$375,200 for Bid Schedule B, for a total estimated cost of \$1,117,190. The lowest bid came in approximately 11.6% higher than anticipated due to current economic conditions.

The award of the contract is to the lowest 'responsible' bid. After reviewing the bids, the apparent low bid was analyzed by the City's contracted engineer to ensure that it met the City of Hughson's request for the project. After reviewing the apparent lowest bid, it was determined that the bidder was a responsible bidder and could be awarded the contract. Therefore, it is appropriate for the Council to award the bid for the Tully Road Sewer and Water Improvement Project to United Pavement Maintenance.

The contract specifies that the contractor will commence work within 10 days after the Notice to Proceed (NTP) is issued. Ideally, this work will begin as soon as possible, and the City will work with the contractor to establish a start date. The contract requires that the contractor complete the work within 30 calendar days from the date established in the Notice to Proceed.

This Project is exempt from the California Environmental Quality Act (CEQA), under Class 1 of the California Code of Regulations, Title 14, §15301 (Existing Facilities). City staff will file a Notice of Exemption with the Stanislaus County Clerk-Recorder.

Fiscal Impact:

Funds for this project are available through the Sewer Fixed Asset Replacement Fund (215) which has a balance of approximately \$5,110,910 as of May 2022 and the Water Fixed Asset Replacement Fund (255) which currently has a balance of approximately \$2,425,800.

If approved, City staff will make a budget adjustment for Fiscal Year 2022/2023 for \$360,534.98 in the Water Fixed Asset Replacement Fund No. 255 and in the amount of \$1,135,885.78 in the Sewer Fixed Asset Replacement Fund No. 215.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2022-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AWARDING
THE TULLY ROAD SEWER AND WATER IMPROVEMENT PROJECT TO
RESPONSIBLE LOW BIDDER UNITED PAVEMENT MAINTENANCE, IN THE AMOUNT
OF \$1,496,420.70 AND AUTHORIZING A 10% CONSTRUCTION CONTINGENCY AS
WELL AS A 10% SET-ASIDE FOR CONSTRUCTION TESTING AND INSPECTION AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE FINAL CONSTRUCTION
CONTRACT**

WHEREAS, the Tully Road Sewer and Water Improvement Project was competitively bid pursuant to Public Contract Code §22032(b); and

WHEREAS, two sealed bids were received and opened on April 27, 2022, and the responsible low bidder was United Pavement Maintenance with a bid of \$1,247,017.30 and

WHEREAS, the Engineer's estimate for the project was \$1,117,190; and

WHEREAS, the bid has been analyzed and determined to meet the City of Hughson's request for the Tully Road Water and Sewer Improvement Project; and

WHEREAS, funding for the project is available through the Sewer Fixed Asset Replacement Fund (215) and the Water Fixed Asset Replacement Fund (255), and the funding will be included in the City of Hughson Adopted Fiscal Year 2022-2023 Budget; and

WHEREAS, a 10% construction contingency, as well as a 10% construction testing and inspection set aside, is needed for the project budget.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby award the Tully Road Sewer and Water Improvement Project to responsible low bidder United Pavement Maintenance in the amount of \$1,247,017.30, authorizes a 10% construction contingency as well as a 10% set-aside for construction testing and inspection, for a total project cost of \$1,496,420.70, and authorizes the City Manager to execute the final construction project contract with United Pavement Maintenance, inclusive of any final edits from the City Attorney.

PASSED AND ADOPTED, by the City Council of the City of Hughson at its regular meeting held on this 13th day of June 2022 by the following roll call votes:

»
»
»

AYES:

NOES:

ABSTENTIONS:

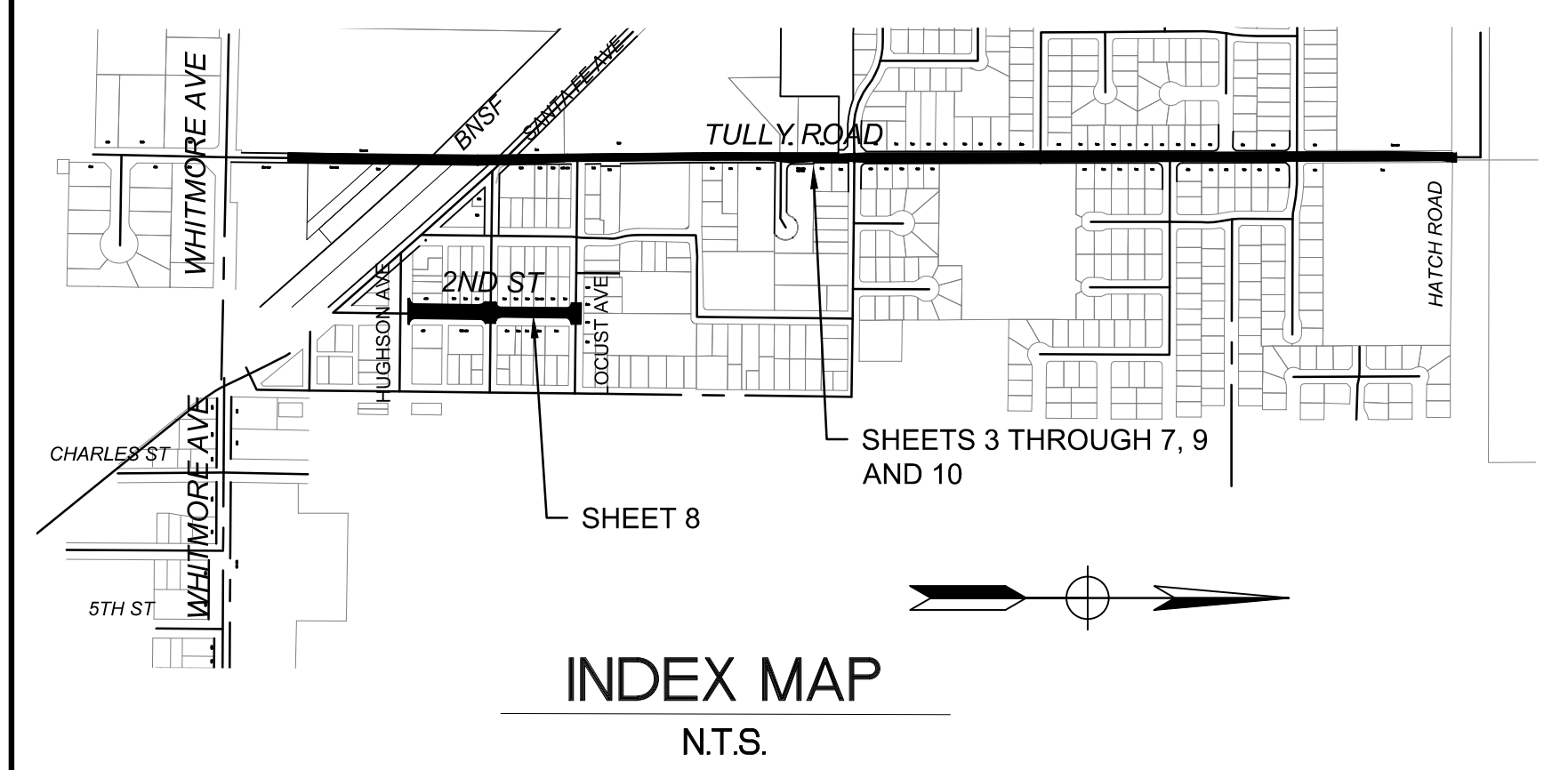
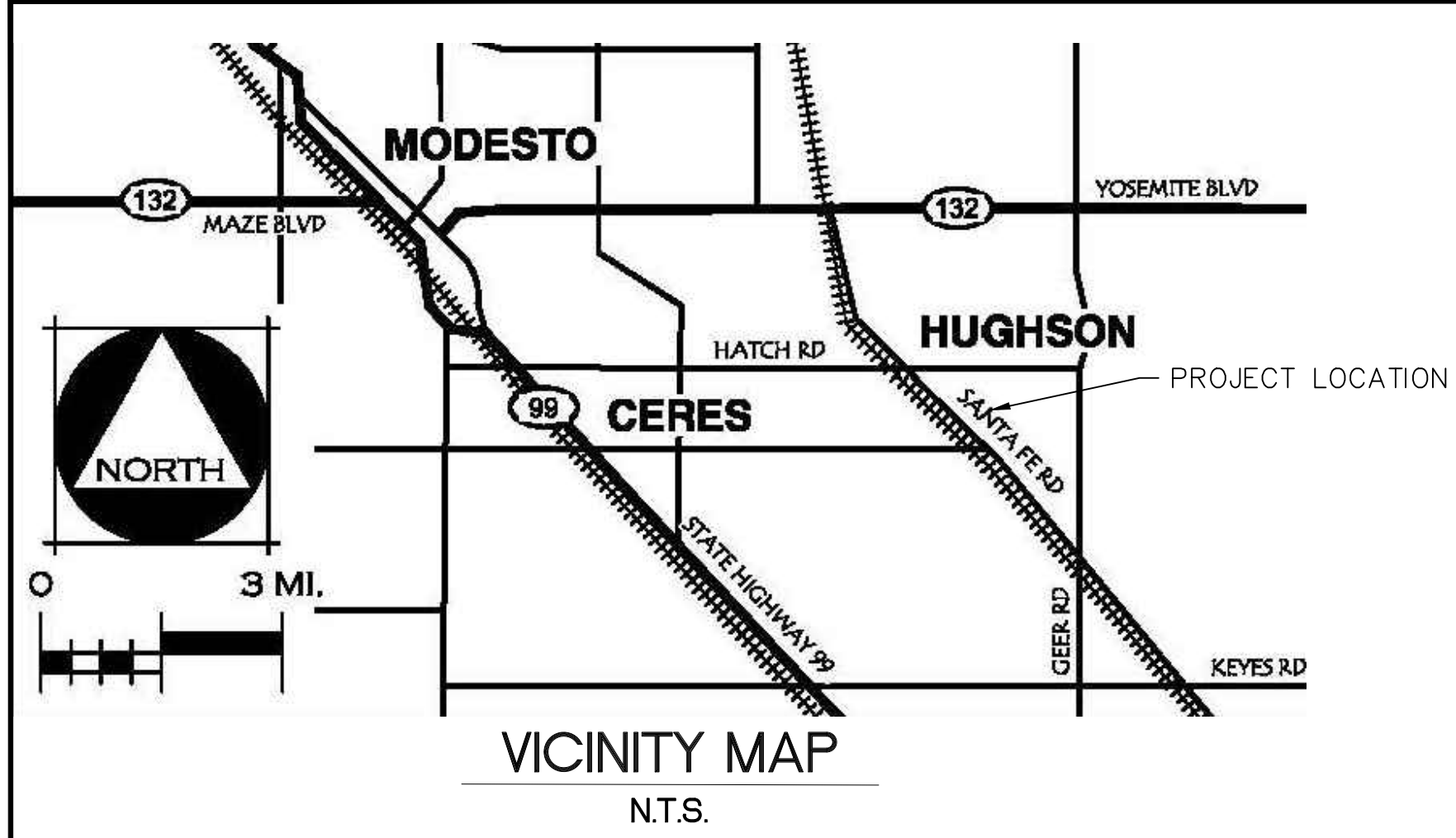
ABSENT:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk



CITY OF HUGHSON

CALIFORNIA

CONSTRUCTION PLANS

FOR

SEWER IMPROVEMENTS

ON TULLY ROAD, SECOND STREET AND

WHITMORE AVE

WATER IMPROVEMENTS ON TULLY ROAD

FY 2021-2022



ABBREVIATIONS:

AC	ASPHALT CONCRETE
ARHM	ASPHALT RUBBER HOT MIX
BNSF	BURLINGTON NORTHERN SANTA FE
CAB	CRUSHED AGGREGATE BASE
CL	CENTERLINE
DIP	DUCTILE IRON PIPE
EXIST/EX	EXISTING
FH	FIRE HYDRANT
GALV	GALVANIZED
INV	INVERT
LF	LINEAR FOOT
OG	ORIGINAL GROUND
OH	OVERHEAD
PCC	PORTLAND CEMENT CONCRETE
PP	POWER POLE
PROP	PROPOSED
R/W	RIGHT-OF-WAY
SF	SQUARE FOOT
SPPWC	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
STA	STATION
TID	TURLOCK IRRIGATION DISTRICT
VCP	VITRIFIED CLAY PIPE
VFA	VOLATILE FATTY ACIDS

HOLD HARMLESS INDEMNIFICATION CLAUSE:

THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY OF BELL AND THE PRIVATE ENGINEERS HARMLESS FOR ANY AND ALL LIABILITY; REAL OR ALLEGED, IN CONNECTIONS WITH PERFORMANCE OF WORK ON THIS PROJECT. OFF-SITE DISPOSAL OF FOOTING, UTILITIES, COLD MILLING, PAVING AND LANDSCAPING EXCAVATION MATERIAL IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INCLUDED IN HIS BID. THE CONTRACTOR SHALL HOLD THE CITY AND ENGINEER HARMLESS AS A RESULT OF ANY CLAIMS ARISING FORM ACTIONS EN ROUTE TO OR AWAY FROM THE SITE.

PUBLIC UTILITIES CONTACTS

MAPPING: CHARTER COMMUNICATIONS DOUG KYLER DL-social-charter-engineering@charter.com (775) 350-1292	MARKING CONTACT TURLOCK IRRIGATION DISTRICT PANG EN pnen@tid.org (209) 883-8437	ENGINEERING: CVIN LLC KYLE ANDERSON Randerson@cvin.com (559) 554-9115
MAPPING: STANISLAUS COUNTY JUAN MADONADO maldonado@stancounty.com (209) 499-3989	DATABASE: COMCAST NORTHERN CALIFORNIA CAL DESIGN Cal_Design@cable.comcast.com (925) 424-0278	ENGINEERING: ORANGE TRANSFER STATION 2050 N GLASSSELL ST, ORANGE, CA 92865 (714) 558-7761
MAPPING: PGE DISTR. MODESTO DELINEATIONMAPREQUESTS@PGE.COM (408) 940-2197	ENGINEERING: STANISLAUS COUNTY ERIC MOORE mooree@stancounty.com (209) 499-3663	
MAPPING: LEVEL 3 COMMUNICATION JIM RICKARD jim.rickard@centurylink.com (918) 547-9327	ENGINEERING: CITY OF HUGHSON PUBLIC WORKS dchase@hughson.org (562) 883-4054	

BASIS OF BEARING

HORIZONTAL DATUM IS NAD83 (2011) EPOCH 2010.0000. COORDINATES ARE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3 SCALED TO GROUND ABOUT CONTROL POINT CP1 (PK NAIL IN ASPHALT). TO OBTAIN GRID DISTANCES SCALE COORDINATES 0.99993091 ABOUT CONTROL POINT CP1 BASED ON THE SURVEY BY WILLDAN ON OCTOBER 9, 2020.

BENCHMARK

VERTICAL DATUM IS NAVD88 BASED ON NGS OPUS SOLUTION FOR THE PROJECT TAKEN FROM CONTROL POINT CP1, ELEVATION=120.03'

SHEET NO.

DESCRIPTION

SHEET NO. 1	TITLE SHEET
SHEET NO. 2	GENERAL NOTES
SHEET NO. 3	SEWER IMPROVEMENTS ON TULLY ROAD TULLY ROAD FROM STA 18+00 TO 23+50
SHEET NO. 4	SEWER IMPROVEMENTS ON TULLY ROAD TULLY ROAD FROM STA 23+50 TO 34+50
SHEET NO. 5	SEWER IMPROVEMENTS ON TULLY ROAD TULLY ROAD FROM STA 34+50 TO 45+50
SHEET NO. 6	SEWER IMPROVEMENTS ON TULLY ROAD TULLY ROAD FROM STA 45+50 TO 56+50
SHEET NO. 7	SEWER IMPROVEMENTS ON TULLY ROAD TULLY ROAD FROM STA 56+50 TO HATCH RD
SHEET NO. 8	SEWER IMPROVEMENTS ON SECOND STREET SECOND STREET FROM HUGHSON AVE TO LOCUST ST
SHEET NO. 9	WATER IMPROVEMENTS ON TULLY ROAD 18+00 TO 35+00
SHEET NO. 10	WATER IMPROVEMENTS ON TULLY ROAD 35+50 TO 62+00
SHEET NO. 11	STANDARD DETAILS



Know what's below.
Call before you dig.

NO.	REVISION	BY	DATE	 2401 East Katella Ave, Suite 300, Anaheim, California 92806 714/978-8200 fax 714/978-8299	DESIGNED: DR. SM		CITY OF HUGHSON PUBLIC WORKS DEPARTMENT 7018 PINE STREET HUGHSON, CALIFORNIA 95326 209.883.4054		SEWER AND WATER IMPROVEMENTS ON TULLY ROAD, SECOND STREET AND WHITMORE AVE TITLE SHEET	DATE: MARCH 10, 2022	SHEET: 01 OF 11
					DRAWN: DD. SM					SCALE:	
					CHECKED: TP					PROJECT No.:	

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES



U:\110545-hughson tully rd sewer\0303-SS&E\001-plans\PL-TITLE-01\MC\mjb\10/2022 6:23 AM

TULLY ROAD SEWER LINE

BID SET 10/03/2022

\\nrv-v01-fs1\OfficesStorage\Anaheim\Engineering\110546-Hughson\Tully Rd Sewer\900-PS&E\901-Plans\PL-GEN-NOTES.dwg Layout: GEN NOTES [McImm]3/10/2022 8:23 AM

NPDES NOTES:

1. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY OR MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES, OR WIND.
2. STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FORM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
3. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS SHALL BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER.
4. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM. EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM.
5. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC.
6. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEP UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS. ANY SLOPES WITH DISTURBED SOILS OR DENUDED OF VEGETATION MUST BE STABILIZED AS TO INHIBIT EROSION BY WIND AND WATER.

UTILITY AND STRUCTURE NOTICE TO CONTRACTOR:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. THE CITY AND ENGINEER ASSUME NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES, UTILITIES, STRUCTURES, AND IRRIGATION LINES WHOSE LOCATION ARE SHOWN OR NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATION OF ALL UTILITIES, STRUCTURES, AND LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HERON, AND FOR ANY DAMAGE TO PROTECTION OF THESE LINES.

GENERAL SEWER AND WATER NOTES:

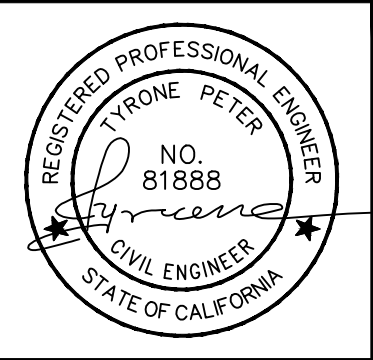
1. ALL MATERIALS AND METHODS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
2. CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY, PRIOR TO THE START OF ANY WORK. INSPECTION COORDINATION SHALL BE REQUESTED AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY WORK IN PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS.
3. THE CONTRACTOR SHALL CONFORM TO ALL TRAFFIC CONTROL POLICIES, METHODS AND PROCEDURES DESCRIBED IN THE STATE OF CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST NON-METRIC EDITION UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN BARRICADES, DELINEATORS OR OTHER TRAFFIC CONTROL DEVICES AT ALL TIMES.
5. THE CONTRACTOR SHALL OBTAIN A PERMIT TO PERFORM EXCAVATION OR TRENCH WORK FOR TRENCHES 5 FEET OR GREATER IN DEPTH FROM THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY AND PROVIDE COPY TO THE CITY.
6. THE WALLS AND FACES OF ALL EXCAVATIONS GREATER THAN FIVE (5) FEET IN DEPTH SHALL BEGUARDED BY SHORING, SLOPING OF THE GROUND OR OTHER APPROVED MEANS PURSUANT TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. TRENCHES LESS THAN FIVE (5) FEET SHALL ALSO BE GUARDED WHEN THE POTENTIAL EXISTS FOR GROUND MOVEMENT.
7. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT OF WAY WITHOUT OBTAINING SEPARATE PERMIT FOR THAT PURPOSE.
8. THE LOCATIONS OF UTILITIES SHOWN HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION, HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE, IN THE FIELD, THE TRUE LOCATION AND ELEVATION OF ANY EXISTING UTILITIES, AND TO EXERCISE PROPER PRECAUTION TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 1-800-227-2600 TWO WORKING DAYS BEFORE EXCAVATION.
9. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, CABLE TELEVISION, LANDSCAPE, IRRIGATION, DOMESTIC WATER, RECLAIMED WATER, SEWER, STORM DRAIN, FLOOD CONTROL AND CALTRANS. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAYS NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
10. THE CONTRACTOR SHALL NOT OPERATE ANY FIRE HYDRANT OR WATER MAIN VALVES WITHOUT APPROPRIATE AGENCY AUTHORIZATION. CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE WATER COMPANY FOR VALVE OPERATION AND WATER REQUIREMENTS.
11. STATIONING REFERS TO THE CENTERLINE OF STREET EXCEPT WHERE OTHERWISE NOTED.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CONSTRUCTION SURVEY OR CONSTRUCTION CONTROL STAKING TO ENABLE THE CITY CONSTRUCTION INSPECTOR TO CHECK AND VERIFY WITH THE PLAN GRADES.
13. THE CONTRACTOR SHALL NOT DISTURB EXISTING SURVEY MONUMENTS, MONUMENT TIES OR BENCH MARKS WITHOUT PRIOR NOTIFICATION TO THE CITY ENGINEER.
14. REMOVAL AND REPLACEMENT OF EXISTING SURVEY CONTROL, INCLUDING SURVEY MONUMENTS, MONUMENT TIES AND BENCH MARKS, SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. SURVEY MONUMENTS THAT WILL BE DESTROYED AS A RESULT OF THIS CONSTRUCTION SHALL BE REPLACED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER ONE WEEK PRIOR TO CONSTRUCTION SO THAT TIES TO MONUMENTS CAN BE ESTABLISHED FOR LATER REPLACEMENT OF THE MONUMENT.
15. THE CONTRACTOR SHALL MAINTAIN STREET ACCESS FOR LOCAL RESIDENTS AND BUSINESSES AT ALL TIMES. A MINIMUM 10 FOOT LANE SHALL BE MAINTAINED AT ALL TIMES IN THE CONSTRUCTION AREA FOR RESIDENTS AND EMERGENCY VEHICLES.
16. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFECTIVE MEANS OF DUST CONTROL, INCLUDING ADEQUATE WATERING, AT ALL TIMES.
17. THE CONTRACTOR SHALL NOT CAUSE ANY EXCAVATED MATERIAL, MUD, SILT OR DEBRIS TO BE DEPOSITED ONTO PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE RIGHT-OF-WAY DURING CONSTRUCTION WITHOUT PRIOR WRITTEN APPROVAL.
18. NO EXCAVATION BACKFILL SHALL TAKE PLACE WITHOUT PRIOR APPROVAL OF THE CITY CONSTRUCTION INSPECTOR.
19. A GEOTECHNICAL ENGINEER SHALL CERTIFY ALL BACKFILL COMPACTION. FAILURE TO OBTAIN THE REQUIRED DENSITY SHALL REQUIRE RE-WORKING OF THAT PORTION OF THE WORK UNTIL THE SPECIFIED DENSITY IS OBTAINED.
20. CARE SHOULD BE TAKEN TO PREVENT GRADES, DITCHES, AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITE, THE CITY ENGINEER MAY REQUIRE TEMPORARY NON-ERODEABLE SWALES ENTERING OR LEAVING IMPROVEMENTS.
21. ALL EXPOSED CONCRETE SURFACES SHALL CONFORM IN GRADE, COLOR AND FINISH TO MATCH EXISTING CONCRETE.
22. SANITARY SEWER PIPE LINES SHALL BE CONSTRUCTED OF PVC SDR-35 AND SHALL CONFORM TO PROVISIONS AS DESCRIBED IN THE CONTRACT SPECIFICATIONS.
23. NO OPEN TRENCH SHALL BE ALLOWED AT THE END OF THE DAY WITHOUT PRIOR APPROVAL OF THE CITY ENGINEER.
24. FOR VCP ONLY SEWER, SHORT VCP STUBS WITH FLEXIBLE COMPRESSION JOINTS SHALL BE USED AT MANHOLE WALLS TO ALLOW FOR MINOR DEFLECTIONS IN ALIGNMENT.
25. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL EXPOSE EXISTING FACILITIES, AND VERIFY ELEVATION AND LOCATION OF CONNECTIONS. CITY APPROVAL OF CONNECTIONS TO EXISTING FACILITIES DOES NOT IMPLY CORRECTNESS OF ELEVATIONS OR LOCATIONS SHOWN ON THE PLANS.
26. IF EXISTING UTILITIES OR ANY OTHER FACILITIES CONFLICT WITH THE PROPOSED IMPROVEMENTS, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AND ALL AFFECTED AGENCIES IMMEDIATELY.
27. NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEEL HAVE BEEN PLACED, INSPECTED AND APPROVED.
28. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO PAVING OF STREETS.
29. ALL MANHOLES, CLEANOUTS, FRAMES, COVERS AND VALVE BOXES SHALL BE RAISED TO FINISHED GRADE BY THE PAVING CONTRACTOR UPON COMPLETION OF PAVING.
30. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RESTORE ALL SIGNING, STRIPING, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES TO THE SATISFACTION OF THE CITY ENGINEER.
31. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE RECORD DRAWINGS TO THE CITY ENGINEER.
32. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING SEWER LATERALS, SHOWN AND NOT SHOWN ON THE PLANS, AND RECONNECT TO MAINLINE PER CITY OF HUGHSON STD DETAIL 6-SS.5.
33. SEWER MAINS SHALL BE INSTALLED AT LEAST 10- FEET HORIZONTALLY FROM, AND A MINIMUM OF 1-FOOT BELOW WATER LINES WHEN PARALLEL TO THE WATER LINE AND A MINIMUM OF 1-FOOT BELOW THE WATER LINE WHEN CROSSING THE WATER LINE.
34. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING WATER SERVICE AND ASSEMBLIES TO THE NEW JOIN (EXISTING 8" TRANSITE WATER) THE CONTRACTOR IS ALSO RESPONSIBLE FOR RECONNECTIONS OF THE PRIVATE SIDE WATER SERVICE IF NEEDED.
35. THE CONTRACTOR TO VERIFY ALL WATER SERVICE LATERALS ON THE WEST SIDE OF TULLY ROAD CURRENTLY JOIN THE EXISTING 8" TRANSITE WATER; IF NOT THESE SERVICE LINES WILL NEED TO BE REMOVED AND REPLACED PER CONSTRUCTION NOTES 1 AND 2 ON THE WATER IMPROVEMMENT PLANS.
36. WATER SERVICE LATERALS SHALL BE CONSTRUCTED PER CITY STANDARD 5-W.9. NO SERVICE CONNECTION SHALL BE CLOSER THAN 24" TO PIPE COLLAR. APPROVED TAPING SADDLE SHALL BE USED.
37. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING WATER SERVICE LATERALS, SHOWN AND NOT SHOWN ON THE PLANS, AND RECONNECT PER PLANS AND CITY STANDARDS.
38. CALIFORNIA CODE OF REGULATIONS AND OSHA STANDARDS SHALL BE FOLLOWED FOR CONNECTING NEW WATER SERVICE TO EXISTING TRANSITE/ASBESTOS PIPE.

NO.	REVISION	BY	DATE



2401 East Katella Ave., Suite 300, Anaheim, California 92806
714/978-8200 fax 714/978-8299

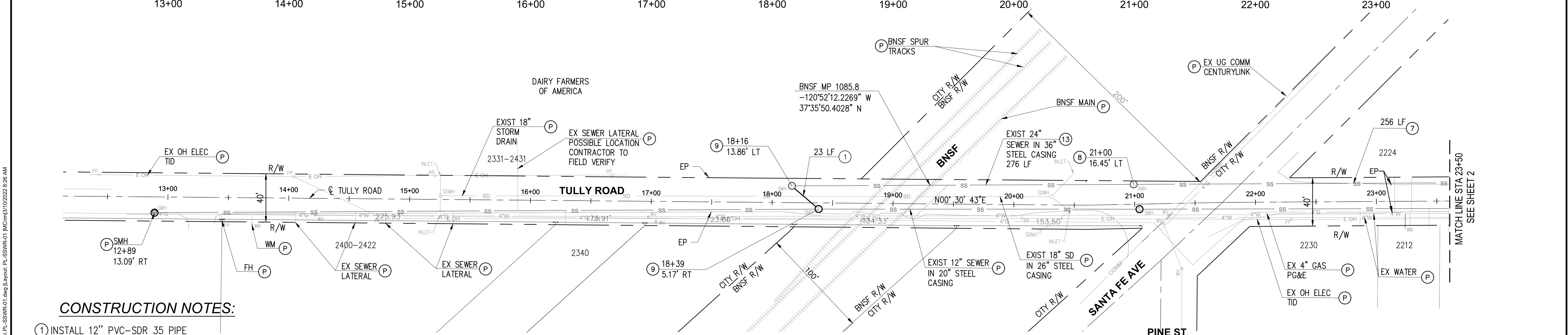
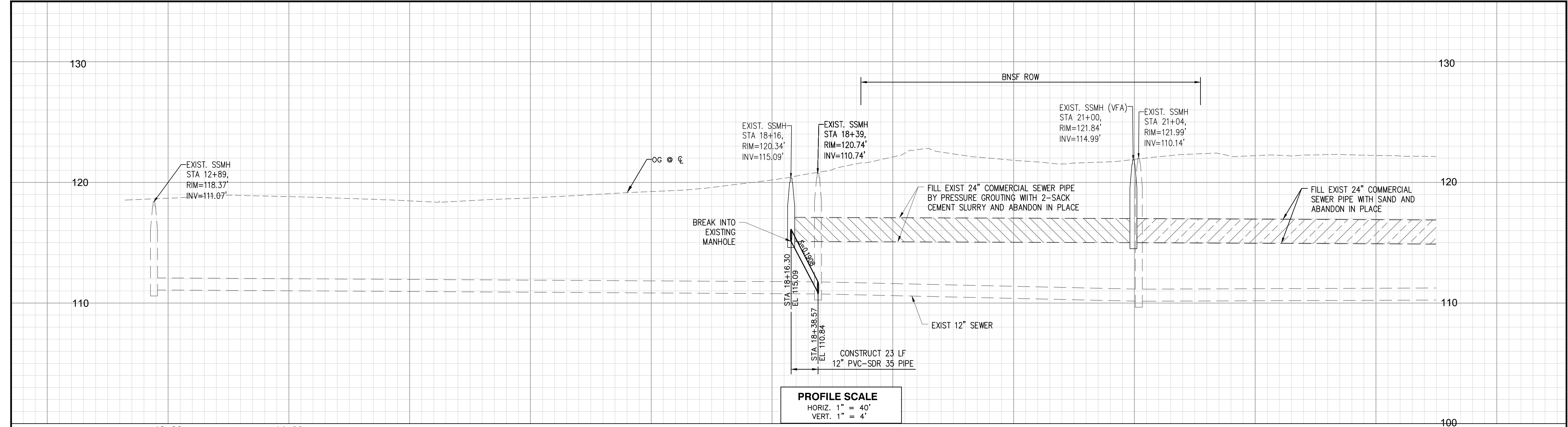
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CITY OF HUGHSON
PUBLIC WORKS DEPARTMENT
7018 PINE STREET
HUGHSON, CALIFORNIA 95326
209.883.4054



SEWER AND WATER IMPROVEMENTS ON TULLY ROAD, SECOND STREET AND WHITMORE AVE GENERAL NOTES	DATE: MARCH 10, 2022	SHEET: <div>02</div> <div>OF</div>
	SCALE: HORIZ: 1"=40' VERT: 1"=8'	
	PROJECT No.:	11



CONSTRUCTION NOTES:

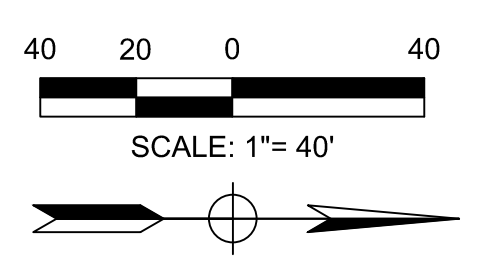
- ① INSTALL 12" PVC-SDR 35 PIPE
- ⑦ FILL EXIST 24" PIPE WITH SAND AND ABANDON IN PLACE
- ⑧ FILL EXIST MANHOLE WITH SAND AND ABANDON IN PLACE. SEAL ABANDONED INLET/OUTLET WITH BRICK AND MORTAR
- ⑨ BREAK INTO EXISTING MANHOLE AND MODIFY BASE PER SPPWC STD PLAN 208-3
- ⑬ FILL EXIST 24" PIPE BY PRESSURE GROUTING WITH 2-SACK CEMENT SLURRY AND ABANDON IN PLACE PER BNSF UTILITY ACCOMMODATION POLICY
- Ⓟ PROTECT IN PLACE (ITEM AS NOTED)

LEGEND:

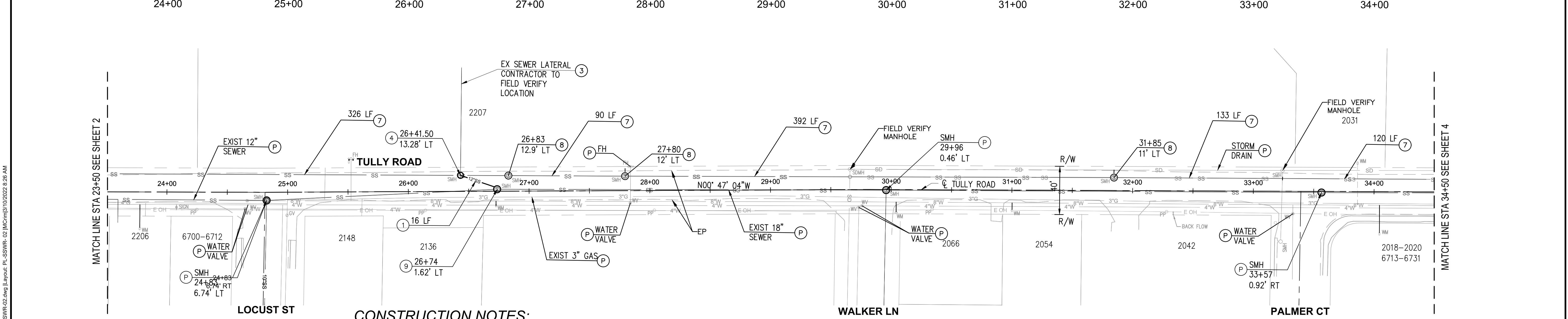
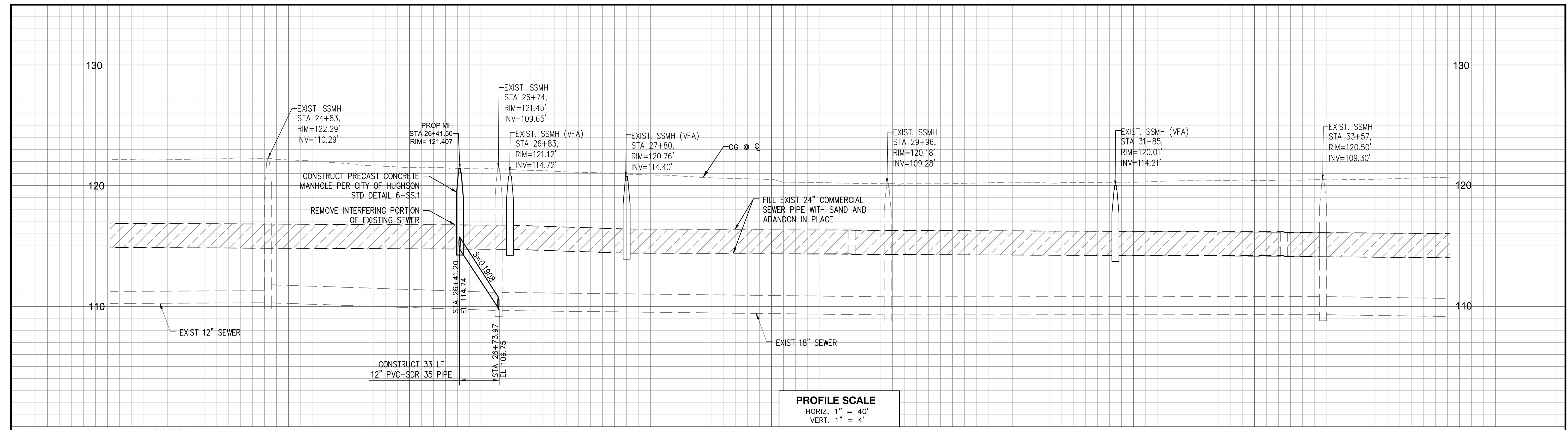
- ⑦ FILL EXISTING PIPE WITH SAND AND ABANDON IN PLACE
- ⑬ FILL EXISTING PIPE BY PRESSURE GROUTING WITH 2-SACK CEMENT SLURRY AND ABANDON IN PLACE PER BNSF UTILITY ACCOMMODATION POLICY

NOTES:

- 1. SEWER LATERAL CONNECTION LOCATIONS SHOWN ON PLANS ARE APPROXIMATE. EXACT LOCATION OF SEWER LATERALS ARE TO BE CONFIRMED BY THE CONTRACTOR.
- 2. PROPERTY LINES SHOWN ARE FOR GRAPHIC DISPLAY ONLY.
- 2. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY AVAILABLE RECORDS. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER UTILITIES NOT ON RECORD OR SHOWN ON THESE PLANS.



<table border="1"><thead><tr><th>NO.</th><th>REVISION</th><th>BY</th><th>DATE</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table>				NO.	REVISION	BY	DATE													 <p>2401 East Katella Ave, Suite 300, Anaheim, California 92806 714/978-8200 fax 714/978-8299</p>		<table border="1"><tr><td>DESIGNED: DR, SM</td><td rowspan="3"></td></tr><tr><td>DRAWN: DD, SM</td></tr><tr><td>CHECKED: TP</td></tr></table>		DESIGNED: DR, SM		DRAWN: DD, SM	CHECKED: TP	<p>CITY OF HUGHSON PUBLIC WORKS DEPARTMENT 7018 PINE STREET HUGHSON, CALIFORNIA 95326 209.883.4054</p> 		<p>TULLY ROAD SEWER LINE IMPROVEMENTS PLAN AND PROFILE 18+00 TO 23+50</p>		<table border="1"><tr><td>DATE: MARCH 10, 2022</td><td rowspan="3">SHEET: 03 OF 11</td></tr><tr><td>SCALE: HORIZ: 1"=40' VERT: 1"=4'</td></tr><tr><td>PROJECT No.:</td></tr></table>		DATE: MARCH 10, 2022	SHEET: 03 OF 11	SCALE: HORIZ: 1"=40' VERT: 1"=4'	PROJECT No.:
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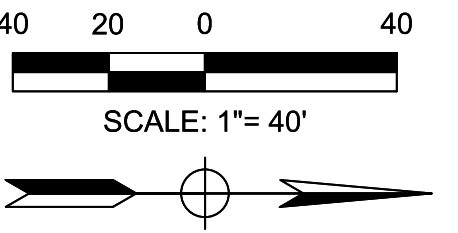
- 1 INSTALL 12" PVC-SDR 35 PIPE. TRENCH AND BACKFILL PER CITY OF HUGHSON STANDARD DETAIL 6-SS.7
- 4 CONSTRUCT PRECAST CONCRETE MANHOLE PER CITY OF HUGHSON STD DETAIL 6-SS.1
- 7 FILL EXIST 24" PIPE WITH SAND AND ABANDON IN PLACE
- 8 FILL EXIST MANHOLE WITH SAND AND ABANDON IN PLACE. SEAL ABANDONED INLET/OUTLET WITH BRICK AND MORTAR
- 9 BREAK INTO EXISTING MANHOLE AND MODIFY BASE PER SPPWC STD PLAN 208-3
- (P) PROTECT IN PLACE (ITEM AS NOTED)

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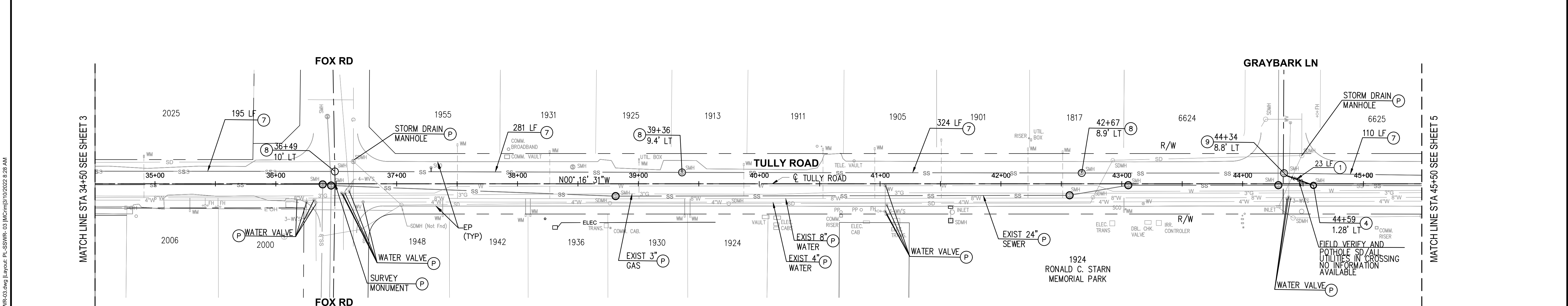
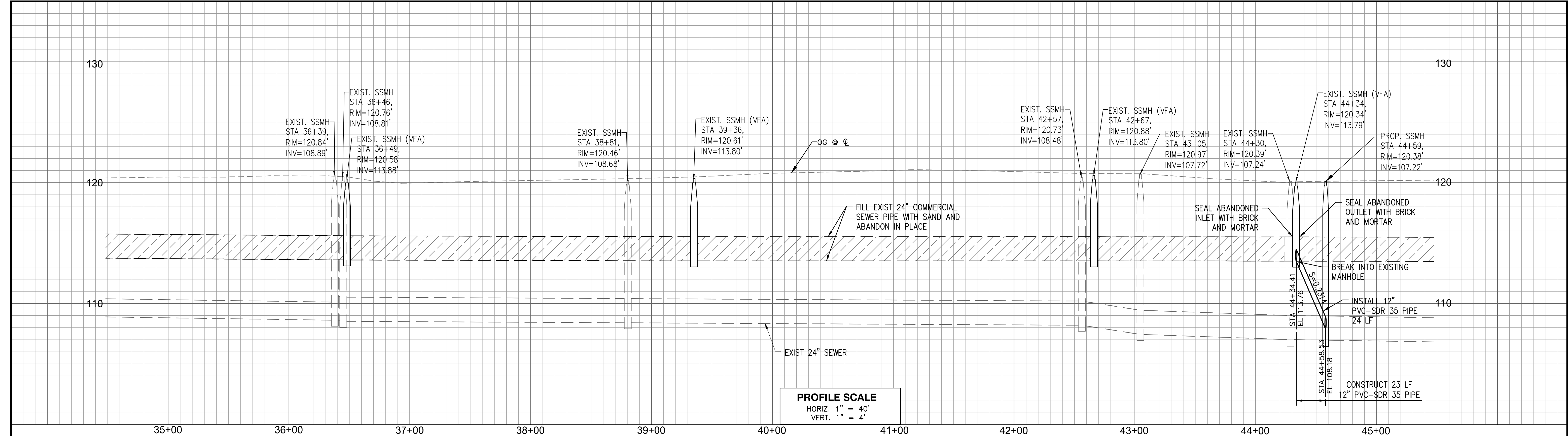
- 7  FILL EXISTING PIPE WITH SAND AND ABANDON IN PLACE

NOTES:

1. SEWER LATERAL CONNECTION LOCATIONS SHOWN ON PLANS ARE APPROXIMATE. EXACT LOCATION OF SEWER LATERALS ARE TO BE CONFIRMED BY THE CONTRACTOR.
2. PROPERTY LINES SHOWN ARE FOR GRAPHIC DISPLAY ONLY.
2. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY AVAILABLE RECORDS. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER UTILITIES NOT ON RECORD OR SHOWN ON THESE PLANS.



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CONSTRUCTION NOTES:

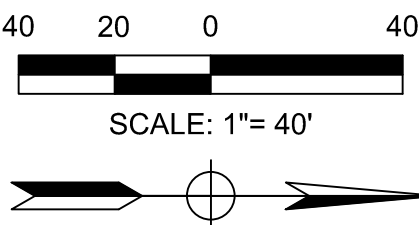
- ④ CONSTRUCT PRECAST CONCRETE MANHOLE PER CITY OF HUGHSON STD DETAIL 6-SS.1
- ⑦ FILL EXIST 24" PIPE WITH SAND AND ABANDON IN PLACE
- ⑧ FILL EXIST MANHOLE WITH SAND AND ABANDON IN PLACE. SEAL ABANDONED INLET/OUTLET WITH BRICK AND MORTAR
- ⑨ BREAK INTO EXISTING MANHOLE AND MODIFY BASE PER SPPWC STD PLAN 208-3
- (P) PROTECT IN PLACE (ITEM AS NOTED)

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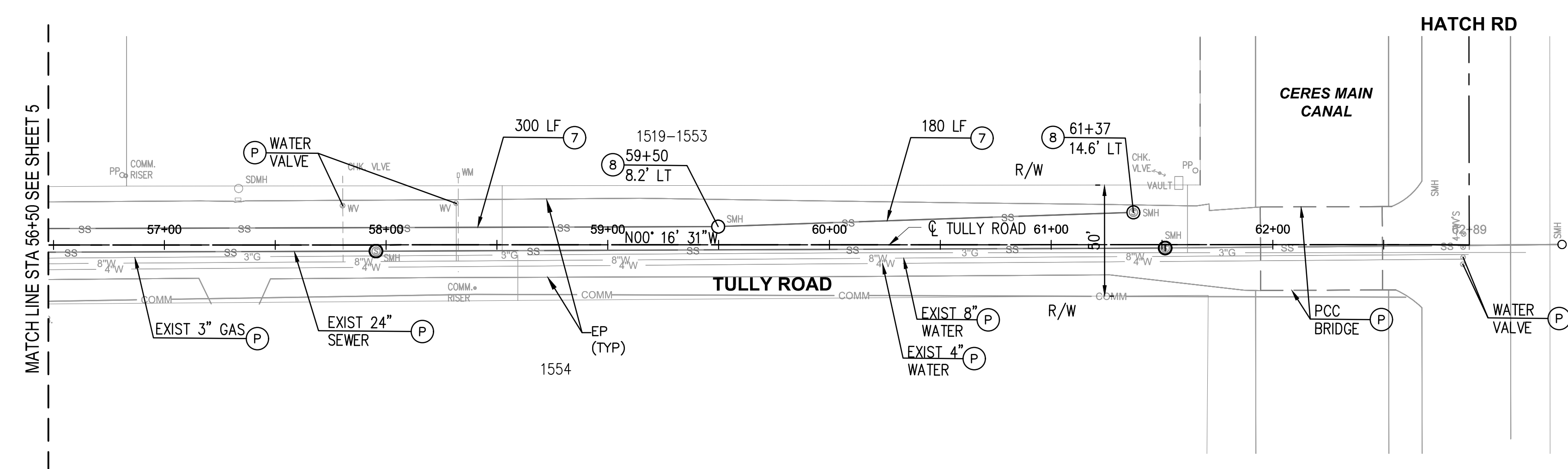
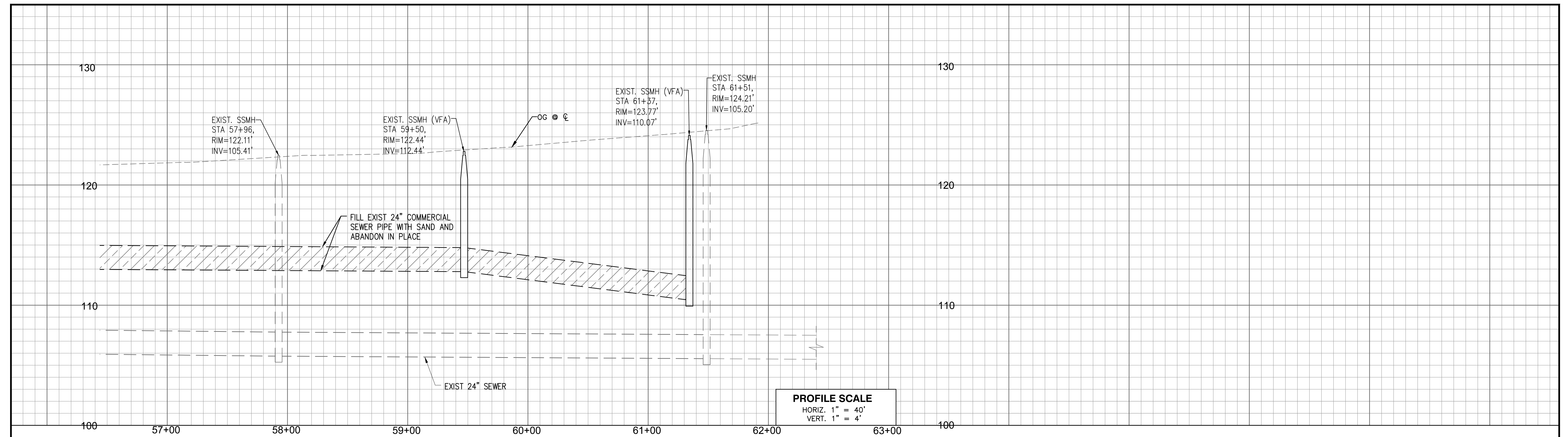
LEGEND:

- ⑦ FILL EXISTING PIPE WITH SAND AND ABANDON IN PLACE



<table><tr><td>NO.</td><td>REVISION</td><td>BY</td><td>DATE</td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>				NO.	REVISION	BY	DATE													 2401 East Katella Ave., Suite 300, Anaheim, California 92806 714/978-8200 fax 714/978-8299		DESIGNED: DR, SM DRAWN: DD, SM CHECKED: TP				CITY OF HUGHSON PUBLIC WORKS DEPARTMENT 7018 PINE STREET HUGHSON, CALIFORNIA 95326 209.883.4054				TULLY ROAD SEWER LINE IMPROVEMENTS PLAN AND PROFILE 34+50 TO 45+50		DATE: MARCH 10, 2022 SCALE: HORIZ: 1"=40' VERT: 1"=4' PROJECT No.:		SHEET: 05 OF 11	
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CONSTRUCTION NOTES:

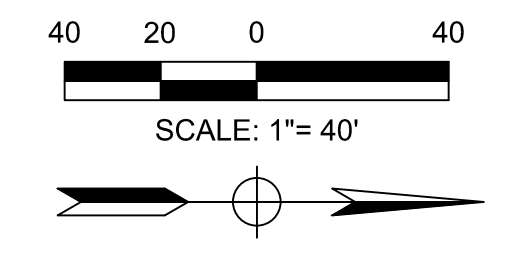
- ⑦ FILL EXIST 24" PIPE WITH SAND AND ABANDON IN PLACE
- ⑧ FILL EXIST MANHOLE WITH SAND AND ABANDON IN PLACE. SEAL ABANDONED INLET/OUTLET WITH BRICK AND MORTAR
- Ⓟ PROTECT IN PLACE (ITEM AS NOTED)

LEGEND:

- ⑦  FILL EXISTING PIPE WITH SAND AND ABANDON IN PLACE

NOTES:

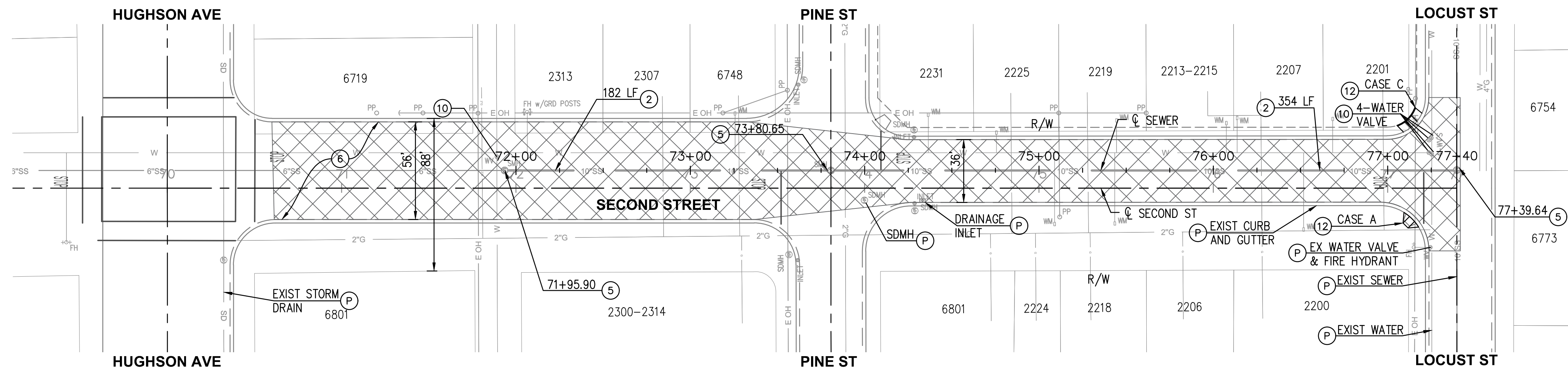
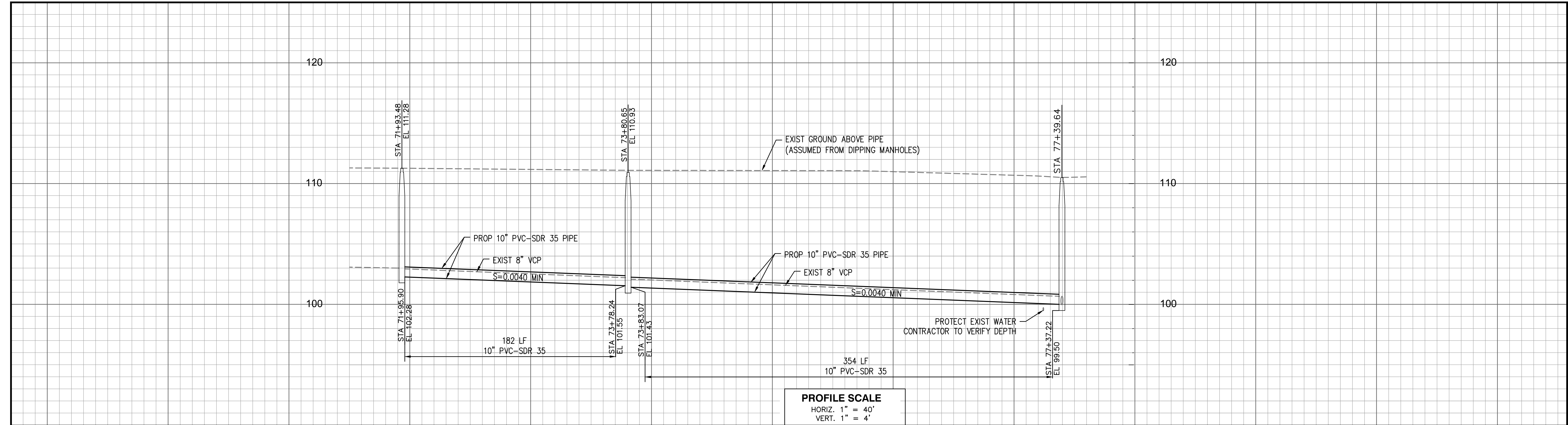
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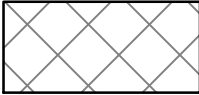
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BID SET 10/03/2022

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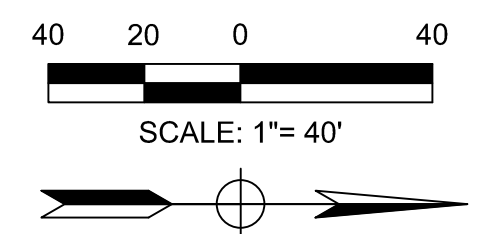
- ⑥  COLD MILL EXISTING PAVEMENT 1.5" UNIFORM DEPTH AND CONSTRUCT 1.5" AC OVERLAY

CONSTRUCTION NOTES:

- ② INSTALL 10" PVC-SDR 35 PIPE (PIPE BURSTING METHOD)
- ⑤ MODIFY MANHOLE BASE
- ⑥ COLD MILL EXISTING PAVEMENT 1.5" UNIFORM DEPTH AND CONSTRUCT 1.5" AC OVERLAY
- ⑩ ADJUST WATER VALVE TO GRADE
- ⑫ REMOVE AND CONSTRUCT CURB RAMP PER CALTRANS STD PLAN A88A, CASE PER PLAN
- (P) PROTECT IN PLACE (ITEM AS NOTED)

NOTE:

1. ELEVATION BENCHMARK ON THIS SHEET IS ASSUMED. CONTRACTOR SHALL VERIFY EXISTING INVERT ELEVATIONS, PIPE SLOPES, AND COVER ABOVE PIPES PRIOR TO COMMENCING PIPE BURSTING OPERATIONS.
2. RE-INSTALL STRIPING AND MARKINGS IN-KIND.
3. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING SEWER LATERALS, SHOWN AND NOT SHOWN ON THE PLANS, AND RECONNECT TO MAINLINE PER CITY OF HUGHSON STD DETAIL 6-SS.5.

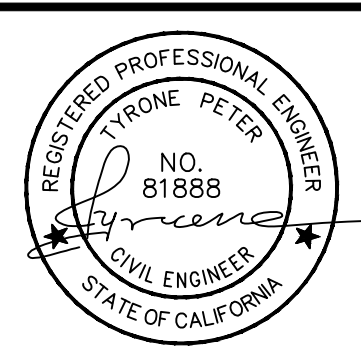


NO.	REVISION	BY	DATE

WILLDAN

2401 East Katella Ave., Suite 300, Anaheim, California 92806
714/978-8200 fax 714/978-8299

DESIGNED: DR, SM
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CHECKED: TP



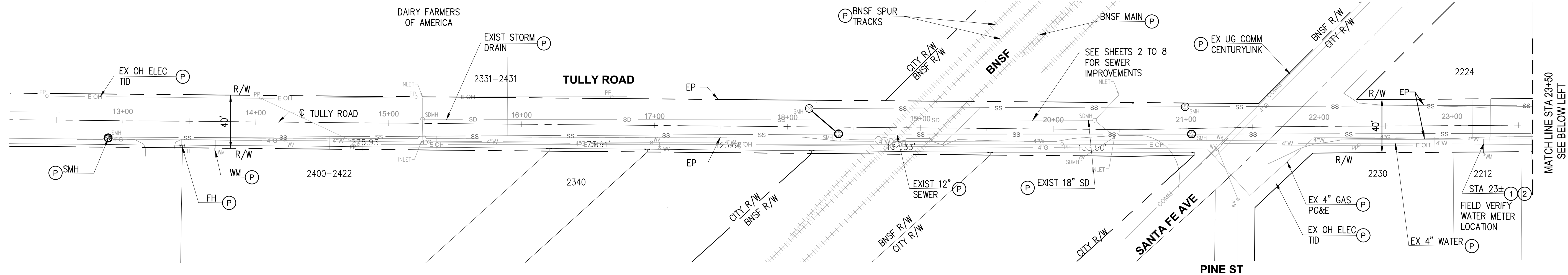
CITY OF HUGHSON
PUBLIC WORKS DEPARTMENT
7018 PINE STREET
HUGHSON, CALIFORNIA 95326
209.883.4054



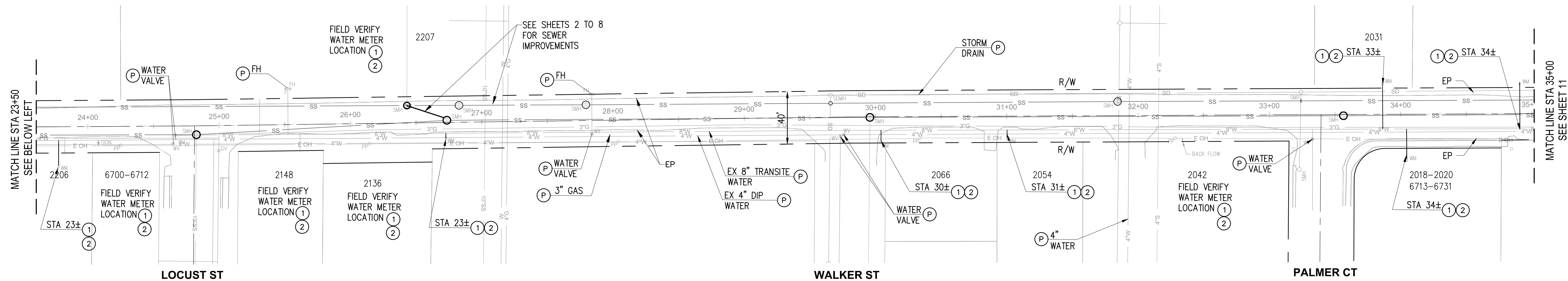
SECOND STREET SEWER LINE IMPROVEMENTS
PLAN AND PROFILE
SECOND STREET
FROM HUGHSON AVE TO LOCUST STREET

DATE: MARCH 10, 2022	SHEET: 08 OF 11
SCALE: HORIZ: 1"=40' VERT: 1"=8'	
PROJECT No.:	

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NOTE: WATER SERVICES ON WEST SIDE OF TULLY ROAD;
CONTRACTOR TO VERIFY WHICH WATER LINE CONNECTED TO

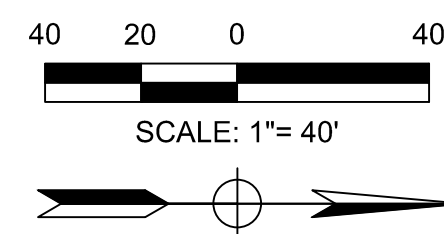


CONSTRUCTION NOTES:

- 1 CONSTRUCT NEW 1" WATER SERVICE LATERAL FROM EXISTING WATER METER TO EXISTING 8" TRANSITE WATER PER CITY STANDARD DETAIL 5-W.9. CONTRACTOR TO PROVIDE LOCATION AND DEPTH OF EXISTING 8" WATER AND PROVIDE LENGTH OF NEW WATER SERVICE CONNECTION.
- 2 REMOVE EXISTING WATER SERVICE LATERAL FROM EXISTING WATER METER TO EXISTING 4" DIP WATER. CONTRACTOR TO PROVIDE EXISTING WATER SERVICE LOCATION AND DEPTH AT CONNECTION AND LENGTH OF EXISTING WATER SERVICE TO BE REMOVED.

NOTES:

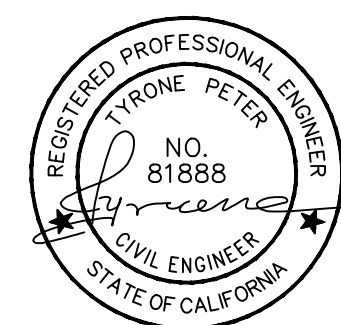
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3. CALIFORNIA CODE OF REGULATIONS AND OSHA STANDARDS SHALL BE FOLLOWED FOR CONNECTING NEW WATER SERVICE TO EXISTING TRANSITE/ASBESTOS PIPE. SEE SPECIFICATION.



NO.	REVISION	BY	DATE



DESIGNED: DR, SM
DRAWN: DD, SM
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CITY OF HUGHSON
PUBLIC WORKS DEPARTMENT
7018 PINE STREET
HUGHSON, CALIFORNIA 95326
209.883.4054

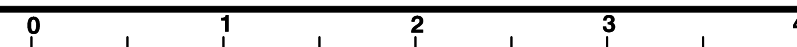


**TULLY ROAD WATER IMPROVEMENTS
PLAN AND PROFILE
18+00 TO 35+00**

DATE:
MARCH 10, 2022
SCALE:
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VERT: 1"=4'
PROJECT No.:

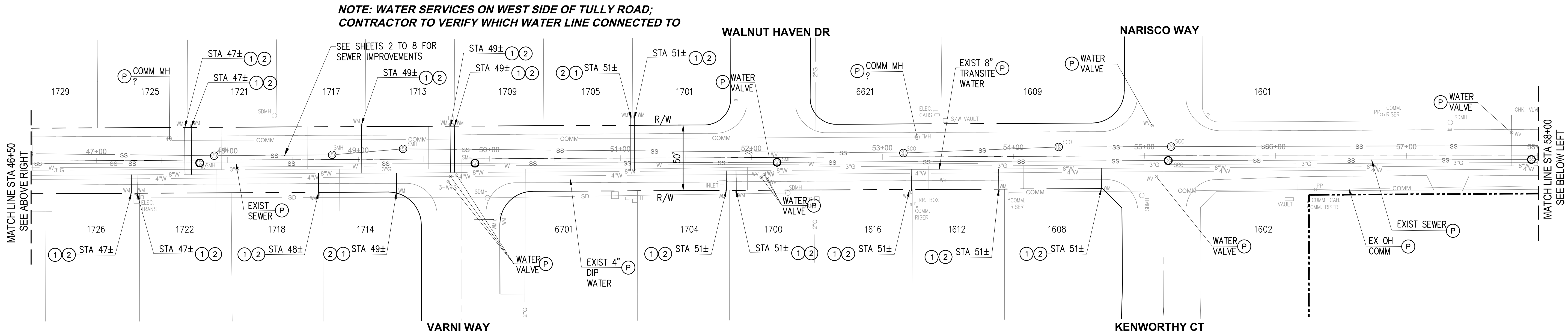
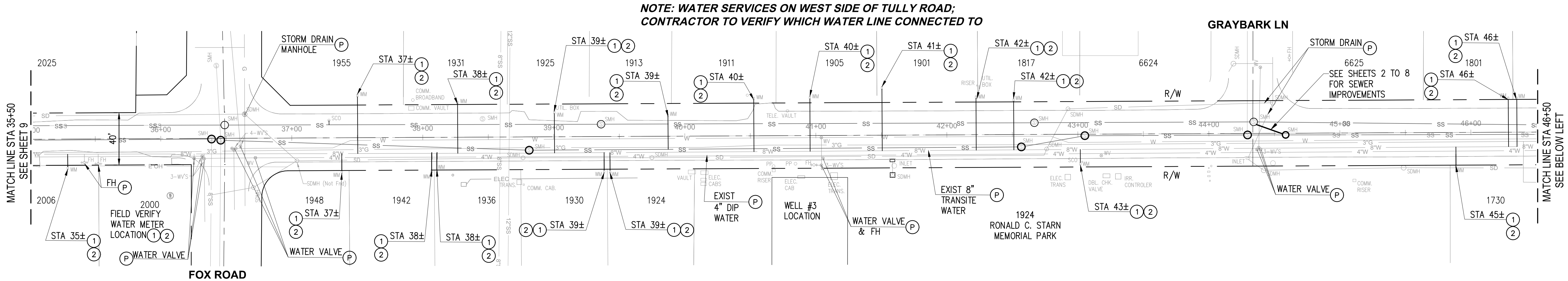
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OF
11

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES



BID SET 10/03/2022

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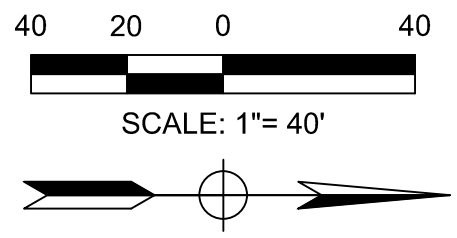
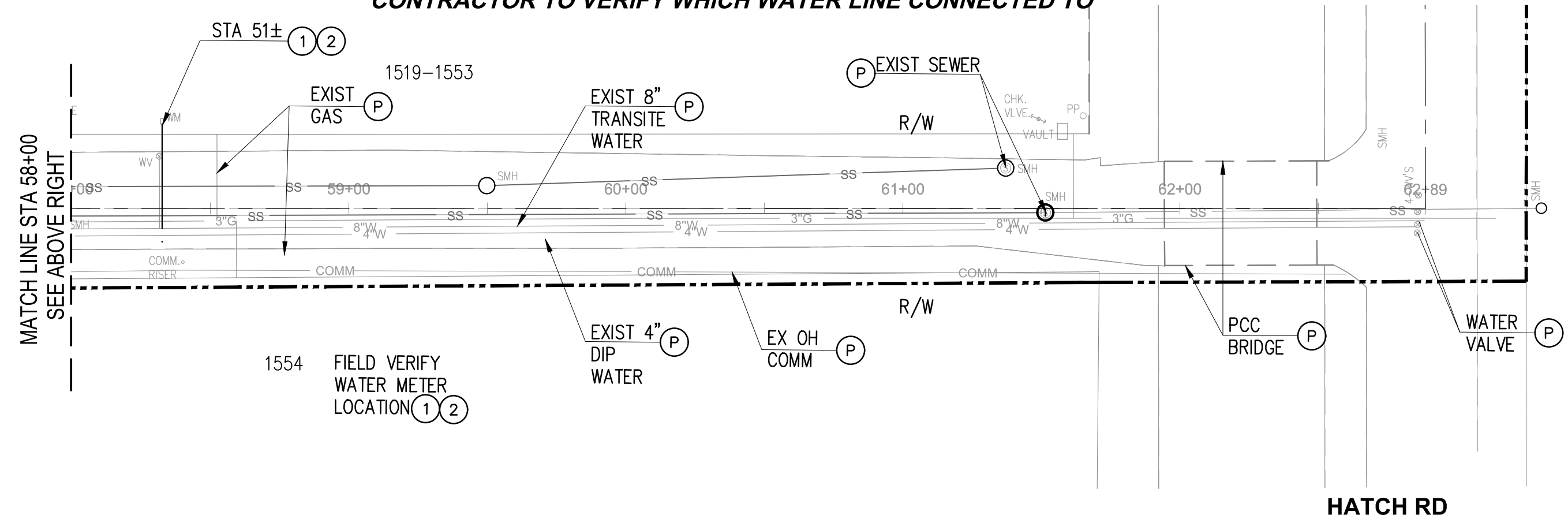
CONSTRUCTION NOTES:

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**NOTE: WATER SERVICES ON WEST SIDE OF TULLY ROAD;
CONTRACTOR TO VERIFY WHICH WATER LINE CONNECTED TO**



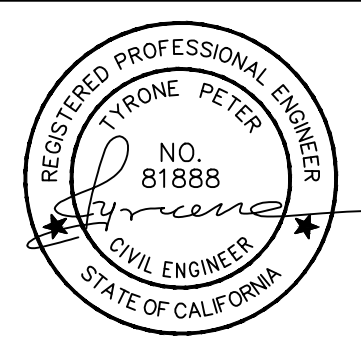
NO.	REVISION	BY	DATE



WILLDAN

2401 East Katella Ave, Suite 300, Anaheim, California 92806
714/978-8200 fax 714/978-8299

DESIGNED: DR, SM
DRAWN: DD, SM
CHECKED: TP



CITY OF HUGHSON
PUBLIC WORKS DEPARTMENT
7018 PINE STREET
HUGHSON, CALIFORNIA 95326
209.883.4054



**TULLY ROAD WATER IMPROVEMENTS
PLAN AND PROFILE
35+50 TO 62+00**

DATE: MARCH 10, 2022	SHEET: 10 OF 11
SCALE: HORIZ: 1"=40' VERT: 1"=4'	
PROJECT No.:	

BID SET 10/03/2022

CITY OF HUGHSON COMMUNITY DEVELOPMENT DEPARTMENT

Addendum Number 1

SEWER IMPROVEMENTS ON TULLY ROAD AND SECOND STREET

To all bidders under specifications for Request for Bids for the Construction of **SEWER IMPROVEMENTS ON TULLY ROAD AND SECOND STREET**, which are to be received by the City of Hughson, until 11:00 A.M. on Wednesday, April 27, 2022:

The intent of this Addendum No. 1 is to Revise Pipe Specifications for Pipe Bursting and to Revised Bid opening date to April 27, 2022 11.00 am:

I. Part I: Bid

- a. Replace the Bid Opening date on the Title Sheet

Bids to Be Opened On: Wednesday, April 27, 2022 11:00a.m.

II. Bidder's Bond Sewer Improvements on Tully Road And Second Street

- a. Replace the second paragraph with the following:

Whereas, the Principal is submitted to the oblige for: demolition, clearing, grubbing, drainage improvements, sidewalk construction, pavement work, signs and striping for which bids are to be opened at the office of the City Clerk of the City of Hughson, in City Hall, 7018 Pine Street, Hughson, CA 95326 on Wednesday, April 27, 2022 at 11:00 a.m.

III. Part II: Notice To Bidders & Special Provisions

- a. Replace the Bid Opening date on the Title Sheet

BID OPENING- APRIL 27, 2022, IMMEDIATELY AFTER 11:00 A.M.

IV. Notice to Bidders

- a. Replace the first paragraph with the following

Sealed bids will be received at the Office of the City Clerk of the City of Hughson, in City Hall, 7018 Pine Street, Hughson, CA 95326 until 11:00 a.m. on APRIL 27, 2022, for SEWER IMPROVEMENTS ON TULLY ROAD AND SECOND STREET, at which time they will be publicly opened and read.

- b. Replace the fifth paragraph with the following:

Pre-Bid Meeting: A non-mandatory pre-bid meeting is scheduled for 2:00 p.m. on April 12, 2022, location will be on the project at intersection of Tully Road and Santa Fe Ave in Hughson, CA 95326.

V. Revised Bid Schedule is Attached.

- a. The revised bid schedule (pages 6a and 7a) shall replace the bid schedule pages 6 and 7 included with the original bid document.

VI. Section 10-1.30

- a. Replace the section with the following:

Sanitary sewer pipe **for trench installation** shall be PVC SDR-35 and shall conform to the provisions in Section 6, "Sewers," of the City of Hughson Standard Specifications and these special provisions. **Pipe bursting shall conform to section 10-1.33 of these special provisions.**

VII. Section 10-1.31

- a. Replace the first paragraph with the following:

Trenching and excavation for open trench construction shall be performed in accordance with Section 6, "Sewers" of the City of Hughson Standard Specifications and as Specified in the Plans.

- b. Remove the second paragraph.

VIII. Section 10-1.33

- a. Add the following to the bottom of the Reference Specifications, Codes, and Standards Section:

ASTM D2321 "Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications"

ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals"

- b. Replace the First Paragraph of the Pipe Joining Section:

The polyvinyl chloride (PVC) pipe shall be assembled and joined at the side using the buff-fusion method to provide a leak proof joint. Threaded or solvent-cement joints and connections are not permitted. All equipment and procedures shall be used in strict compliance with the manufacturer's recommendations.

Mechanical Joints shall meet ASTM requirements.

- c. Replace the First Paragraph of the Payment Section:

Install 10-Inch PVC SDR-26 (Pipe Bursting) shall be paid at the contract unit price per **linear foot (LF)** installed of the pipe specified, and shall include full compensation for furnishing all labor, materials, tools, equipment and back up equipment necessary for pipe bursting, pipe placement; transportation and technical competence, saw cutting, excavation, shoring and backfilling per the manufacturers' instructions and/or per the Contract Documents; cutting and/or removing pipe lining; replacement of any pavement markers and striping; temporary by-passing of other utility services; cleanup, off-site disposal of all

refuse and excess material; de-watering as necessary, shoring, temporary and permanent restoration of surfaces and pavement and all appurtenant work.

The Special Provisions as originally issued shall be used in submitting bids, and acknowledgment of receipt of all Addendum's shall be entered within the Bid Proposal. Failure to provide such acknowledgment shall render the bid as non-responsive and subject to rejection.

Date:

BY ORDER OF THE CITY OF HUGHSON
COMMUNITY DEVELOPMENT DEPARTMENT

Prepared By _____
Willdan Engineering

PLAN HOLDER'S LIST
CITY OF HUGHSON

DATE: MARCH 30, 2022

[illegible]



CONTRACT DOCUMENTS

FOR

CITY OF HUGHSON

SEWER IMPROVEMENTS ON TULLY

ROAD AND SECOND STREET

Plans and Specifications Approved by the City:

March 14, 2022

CITY OF HUGHSON COMMUNITY
DEVELOPMENT DEPARTMENT
7018 PINE STREET
PO BOX 9
HUGHSON, CA 95326
Phone: (209) 883-4054

COMMUNITY DEVELOPMENT DEPARTMENT

PART I: BID
FOR
SEWER IMPROVEMENTS ON TULLY ROAD AND
SECOND STREET

IN
HUGHSON, CALIFORNIA

Bids to Be Opened On:
Wednesday, April 27, 2022
11:00a.m.

CITY MANAGER
Merry Mayhew

MAYOR
George Carr

MAYOR PRO-TEM
Harold Hill

COUNCIL MEMBERS
Samuel Rush Michael Buck Ramon Bawanan

Prepared By:
WILLDAN ENGINEERING

Approved for Construction By:



TYRONE PETER, PE
RCE#81888

RACHEL WYSE
COMMUNITY DEVELOPMENT DIRECTOR

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SAMPLE CONTRACT	12
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SAMPLE PERFORMANCE BOND.....	23

(Some colored inks will not reproduce in copy
machines, please use black ink to complete this bid.)

City of Hughson
Sewer Improvements on Tully Road and Second Street

BID

BID TO THE CITY OF HUGHSON COMMUNITY

DEVELOPMENT DEPARTMENT

SEWER IMPROVEMENTS ON TULLY ROAD AND SECOND STREET

NAME OF BIDDER _____
BUSINESS P.O. BOX _____
CITY, STATE, ZIP _____
BUSINESS STREET ADDRESS _____
(Please include even if P.O. Box used)
CITY, STATE, ZIP _____
TELEPHONE NO: AREA CODE () _____
FAX NO: AREA CODE () _____
CONTRACTOR LICENSE NO. _____
EMAILADDRESS: _____

The work for which this bid is submitted is for construction in conformance with the special provisions (including less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and in conformance with the California Department of Transportation Standard Plans, dated 2018, the Standard Specifications, dated 2018, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are dated March 14, 2022, and are entitled:

CITY OF HUGHSON
COMMUNITY DEVELOPMENT DEPARTMENT
NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR

*SEWER IMPROVEMENTS
ON TULLY ROAD AND SECOND STREET*

IN

HUGHSON, CALIFORNIA

The project plans for the work to be done were approved March 14, 2022, and are entitled:

CITY OF HUGHSON
COMMUNITY DEVELOPMENT DEPARTMENT
PROJECT PLANS FOR

*SEWER IMPROVEMENTS
ON TULLY ROAD AND SECOND STREET*

IN

HUGHSON, CALIFORNIA

City of Hughson

Sewer Improvements on Tully Road and Second Street

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

This is not a Federal-Aid project and therefore any Federal-Aid provisions do not apply.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the *CITY OF HUGHSON* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid been provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF HUGHSON*, and that discretion will be exercised in the manner deemed by the *CITY OF HUGHSON* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF HUGHSON* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the Public Contract Code, with surety satisfactory to the *CITY OF HUGHSON*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY OF HUGHSON* that the contract has been awarded, the *CITY OF HUGHSON* may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this bid shall operate and the same shall be the property of the *CITY OF HUGHSON*.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this bid is accepted, that he will contract with the *CITY OF HUGHSON*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

BID SCHEDULE A

1	Mobilization (10%)	1	LS	\$	\$
2	Traffic Control Plan and Implementation System (10%)	1	LS	\$	\$
3	Fill Exist Pipe with Sand and Abandon in Place	3,860	LF	\$	\$
4	Fill Exist Pipe with 2-Sac Slurry and Abandon in Place	290	LF	\$	\$
5	Fill Exist Manhole with Sand and Abandon in Place	17	EA	\$	\$
6	Construct Sewer Spot Repair (Remove Portion and Install 24-Inch PVC-SDR 35 Pipe)	3	EA	\$	\$
7	Construct Precast Concrete Manhole per City of Hughson Std Detail 6-SS.1	1	EA	\$	\$
8	Install 12-Inch PVC-SDR 35 (Tully Rd)	62	LF	\$	\$
9	Install 10-Inch PVC-SDR 35 (Pipe Bursting) (2nd Street)	550	LF	\$	\$
10	Modify Manhole Base	7	EA	\$	\$
11	Connect Sewer Laterals	21	EA	\$	\$
12	Perform CCTV Inspection (Pre-construction) and Identify Laterals	550	LF	\$	\$
13	Perform CCTV Inspection (Final)	550	LF	\$	\$
14	Prepare and Implement Sewer Bypass System	1	LS	\$	\$
15	Cold Mill Exist AC Pavement 1.5" Uniform Depth (2nd St)	33,800	SF	\$	\$
16	Construct 1.5" AC Overlay (2nd St)	310	TN	\$	\$
17	Adjust Water Valve to Grade (2nd St)	5	EA	\$	\$
18	Construct New 1" Water Service Lateral From Existing Water Meter To Existing 8" Transite Water Per City Standard Detail 5-W.9.	49	EA	\$	\$

City of Hughson

Sewer Improvements on Tully Road and Second Street

19	Remove Existing Water Service Lateral From Existing Water Meter To Existing 4" DIP Water.	49	EA	\$	\$
20	Remove and Install New Water Meter [Furnished by City]	5	EA	\$	\$
TOTAL BID SCHEDULE A				\$	

BID SCHEDULE B – ADDITIVE BID ITEMS

Item	Description	Quantity	Units	Unit Price	Total
21	Cold Mill Exist AC Pavement 1.5" Uniform Depth (Tully Rd)	154,000	SF	\$	\$
22	Construct 1.5" AC Overlay (Tully Rd)	1,400	TN	\$	\$
23	Adjust Manhole to Grade (Tully Rd Ave)	41	EA	\$	\$
24	Adjust Water Valve to Grade (Tully Rd Ave)	34	EA	\$	\$
TOTAL BID SCHEDULE B				\$	

Bid Schedule A + B Total \$_____

Bid Schedule A + B Total (in words):

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

The City has the option to reject all bids with or without cause. The City also has the option to remove bid items at its discretion. If the City chooses to remove bid items, no bid price adjustment will be allowed.

For the purposes of determining the lowest responsible bidder, the Bid Schedule A and Bid Schedule B Total shall be considered.

LIST OF SUBCONTRACTORS

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.33C, "General," of the special provisions.

Name and Address	<u>Description of Portion of Work Subcontracted</u>

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN
ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)*

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes No

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

City of Hughson

Sewer Improvements on Tully Road and Second Street

"NONCOLLUSION" AFFIDAVIT TO BE EXECUTED BY BIDDER AND

SUBMITTED WITH BID

Public Contract Code § 7106

State of California

County of Stanislaus _____

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

BIDDER:

(Signature)

(Date)

(Name and Title of Signatories)

(Legal Name Bidder)

(Address)

(Phone Number)

City of Hughson
Sewer Improvements on Tully Road and Second Street

Accompanying this Bid is _____

(NOTICE: INSERT THE WORDS "CASH(\$," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent (10%) of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California that the Noncollusion Affidavit, Public Contract Code Section 7106 is true and correct.

Date: _____

Sign Here: _____

Signature and Title of Bidder

City of Hughson

Sewer Improvements on Tully Road and Second Street

Business Address _____

Place of Business _____

Place of Residence _____

CITY OF HUGHSON
COMMUNITY
DEVELOPMENT DEPARTMENT

BIDDER'S BOND
SEWER IMPROVEMENTS ON
TULLY ROAD AND SECOND
STREET

----- as Principal, and

as Surety are bound unto the City of Hughson, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

Whereas, the Principal is submitted to the obligee for: demolition, clearing, grubbing, drainage improvements, sidewalk construction, pavement work, signs and striping.

for which bids are to be opened at the office of the City Clerk of the City of Hughson, in City Hall, 7018 Pine Street, Hughson, CA 95326 on Wednesday, April 20, 2022 at 11:00 a.m.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20

Principal

Surety

Attorney-in-Fact

City of Hughson
Sewer Improvements on Tully Road and Second Street

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

City/County of _____

On this _____ day of _____ in the year 20____ before me

_____, personally appeared _____
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

SAMPLE CONTRACT
CONSTRUCTION SERVICES AGREEMENT
CONTRACT ID# _____
(City of Hughson/[contractor])

DATE: _____

PARTIES: CITY: City of Hughson
Post Office Box 9
Hughson, CA 95326

CONTRACTOR: [contractor name]
[contractor address]
[city, state zip]

THIS CONSTRUCTION SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Hughson, a California municipal corporation ("City") and _____ ("Contractor").

RECITALS

WHEREAS, the City has determined that it requires certain construction services provided as set forth in this Agreement.

WHEREAS, this Agreement is for the provision of those construction services by Contractor to City.

WHEREAS, the Contractor represents that it is qualified and able to perform the construction services by virtue of its experience and the training, education, and professional ability of its principals and employees.

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

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

1. Definitions

1.1. "Chapter 1": Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code.

- 1.2. "Contract Documents": It is mutually agreed and understood that the complete Contract shall consist of this Agreement, and the following component documents, all of which are fully a part hereof as if herein set out in full, or if not attached, as if attached, and which together constitute the Contract Documents:
 - 1.2.1. Notice to Bidders
 - 1.2.2. Bidding Contractor's Proposal
 - 1.2.3. Accepted Bid
 - 1.2.4. Faithful Performance Bond and Labor and Materials Bond (if applicable)
 - 1.2.5. Special provisions
 - 1.2.6. Project Plans
 - 1.2.7. Revised standard specifications
 - 1.2.8. Standard specifications including, but not limited to, City of Turlock Standard Specifications, Caltrans Standard Specifications and Stanislaus County Standards and Specifications
 - 1.2.9. Revised standard plans including Caltrans Revised Standard Plans
 - 1.2.10. Standard Plans including, but not limited to, City of Turlock Standard Plans, Caltrans Standard Plans and Stanislaus County Standards
 - 1.2.11. Supplemental project information
 - 1.2.12. Disadvantaged Business Enterprise Program
- 1.3. "Contract Price": Price at which Contractor agrees to perform Scope of Services and City agrees to pay Contractor to perform Scope of Services.
- 1.4. "DIR": Department of Industrial Relations
- 1.5. "Project": SEWER IMPROVEMENTS ON TULLY ROAD AND SECOND STREET
- 1.6. "Scope of Services": Such construction services as are set forth in the Contract Documents.

2. Scope of Construction Agreement

- 2.1. Contractor agrees to provide constructions services at _____ as described in Contract Documents.
- 2.2. Failure of the Contractor to include any scope of work identified in the Contract Documents will not excuse Contractor's liability to perform such work, unless Contractor provides written notice that Contractor's bid does not include the scope of work defined in the Contract Documents and City accepts Contractor's bid with the understanding that Contractor will not be providing construction services for the scope of work specifically identified in Contractor's written notice to the City.
- 2.3. Contractor agrees to do all the work and furnish all the labor, material, equipment and appliances to complete the work in accordance with the Contract Documents.
- 2.4. Contractor agrees to do and perform said work diligently as directed by the City until completion is evidenced by written acceptance by the City.
- 2.5. Contractor agrees to do and perform the work contemplated hereby and furnish all labor, material, appliances, equipment, tools and pay all taxes therefore, at the bid price specified in the Bid form submitted by the Contractor.
- 2.6. Contractor agrees to remedy, at his expense, any defects in the work which shall appear within a period of twelve (12) months from the date of the final acceptance of the work.
- 2.7. Contractor shall comply with all Federal, State, and local laws, regulations and requirements necessary for the provision of contracted services.
- 2.8. Contractor shall comply with all laws applicable to wages and hours of employment,

City of Hughson
Sewer Improvements on Tully Road and Second Street

occupational safety, and to fire safety, health and sanitation.

- 2.9. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances that are necessary for the provision of contracted services.

3. Term of Agreement

- 3.1. This Agreement shall commence on the date of execution by the City, and continue until [date], unless said work is completed on a date prior thereto or unless terminated earlier as provided herein.
- 3.2. Contractor agrees to commence work on its Scope of Services within **10** calendar days after receipt of Notice to Proceed and to complete said work within **30** calendar days from date established by the Notice to Proceed.
- 3.3. Should the Contractor fail to complete the work included in the Scope of Services within the time limit agreed upon or such extensions thereof as may be granted, a deduction of One Thousand dollars (\$1,000.00) per day will be made from amounts otherwise due the Contractor for each and every calendar day, or fraction thereof, that the work, or each stated portion, remains incomplete after the date set for its completion.

4. Hours Worked

- 4.1. Contractor shall comply with and be bound by the provisions of Labor Code section 1810 acknowledging that eight (8) hours labor constitutes a legal day's work.
- 4.2. Contractor shall comply with and be bound by the provisions of Labor Code section 1813 concerning penalties for workers who work excess hours. The Contractor, shall as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code.
- 4.3. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week shall be permitted upon public work upon compensation for all hours worked in excess of 8 (eight) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5. Compensation

The compensation shall not exceed the amount of \$ _____ for construction services performed pursuant to this Agreement paid in accordance with the following bid schedule:

City of Hughson
Sewer Improvements on Tully Road and Second Street

[Bid Schedule to be inserted
after award

Item	F	Description	Quantity	Units	Unit Price	Total
1						
2						

Item	F	Description	Quantity	Units	Unit Price	Total
3						
4						
5						
6						
7						

6. Invoicing

- 6.1. Contractor shall submit one original and one copy of each invoice to the City, Post Office Box 9, Hughson, California 95326 by the end of each month. The invoice must include the value of all work completed as of the 20th day of the current month. All invoices must reference this Contract ID Number and the services performed.
- 6.2. On or about the tenth day of each month after the commencement of work, an amount equal to ninety-five percent (95%) of the value of all work completed as of the 20th day of the preceding month, based on the quantities of work completed, as determined by the Engineer at the unit prices stated, less the aggregate of all previous payments made to the Contractor, will be paid by City to Contractor.
- 6.3. Thirty (30) days after completion of the Contract and its acceptance by the City, the balance of the Contract Price will be paid. Such final payment will not be made until completion of the entire project and acceptance of the whole by the City.
- 6.4 Contractor may substitute securities in lieu of retained funds in accordance with Public Contract Code section 22300.
- 6.5. It is further agreed by the parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the work shall be presented to the City by the Contractor upon the request of the City.

7. Contractor's Status

- 7.1. Prior to submitting a bid, the Contractor and subcontractors must be registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5, subject to limited legal exceptions under Labor Code section 1771.1.
- 7.2. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

8. Contractor Responsibility for Employees and Subcontractors

- 8.1. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- 8.2. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.
- 8.3. By executing the Contract, the contractor certifies that every subcontractor who will perform work on the Project is not ineligible pursuant to Labor code Sections 1777.1 or 1777.7. In accordance with Public Contract Code Section 6109, any contractors who are ineligible to perform work on public works project pursuant to Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded, or perform work on this Project. To the full extent permitted by law the Contractor shall hold harmless and indemnify the City from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.
- 8.4. The City has full authority to compromise or otherwise settle any claim relating to the Project at any time. However, the City shall notify Contractor of the receipt of any third-party claim relating to the Project.

9. Bonding Requirements

If this total bid amount as set forth in the Bid is in excess of \$25,000, then Contractor shall provide a Faithful Performance Bond and a Labor and Materials Bond, in the sum of 100% of the contract price; the Faithful Performance Bond will be retained by the City for twelve (12) months following final acceptance by the City of the improvements constructed to guarantee correction of failures attributable to workmanship and materials. Upon the final acceptance by the City, the amount of the Faithful Performance Bond may be reduced to twenty percent (20%) of the actual improvement construction costs.

10. Public Work Acknowledgment

- 10.1. Contractor acknowledges that the project as defined in the Contract Documents between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to:
 - 10.1.1. Chapter 1, including without limitation Labor Code section 1771; and
 - 10.1.2. The rules and regulations established by the Director of Industrial Relations implementing such statutes. Contractor shall perform all work on the project as public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 10.1.1 and 10.1.2 as though set forth in full herein.
- 10.2. California law requires inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions in this Agreement, whether or not required by California law, does not alter the meaning or scope of Section 10 of this Agreement.

11. Labor Compliance Monitoring

- 11.1. Pursuant to Labor Code section 1771.4, Contractor's services are subject to labor compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
- 11.2. Contractor shall comply with and be bound by the provisions of Labor Code section 1776, which requires Contractor and each subcontractor to:
 - 11.2.1. Keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; and
 - 11.2.2. Certify and make such payroll records available for inspection as provided by Section 1776; and
 - 11.2.3. Inform the City of the location of the records.
- 11.3. Payment to Contractor shall not be made when payroll records are delinquent or inadequate.

12. Prevailing Wage Requirements

- 12.1. Pursuant to Labor Code section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Scope of Services are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Contract.
- 12.2. Contractor shall comply with and be bound by the provisions of Labor Code sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Contract by Contractor or by any subcontractor.
- 12.3. Contractor shall comply with and be bound by the provisions of Labor Code sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- 12.4. The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.

13. Indemnification

To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City's

City of Hughson
Sewer Improvements on Tully Road and Second Street

officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Contract, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. This indemnity requirement applies to any claim, liability, compensation, fines, penalties, or other amounts arising from or incidental to any alleged defects in the content or manner of submission of the Contractor's bid for the Contract. All duties of Contractor under this Section shall survive termination of the Contract.

14. Assignment

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

15. Insurance

- 15.1. Contractor, if required to work on City property during the contract period, shall submit proof of insurance to City showing City, its officers, agents, and employees named as Additional Insured and insurance policy shall contain provisions that such policy may not be cancelled except after thirty (30) days written notice to City, ten (10) day's notice if cancellation is due to nonpayment of premium.
- 15.2. Contractor agrees that Contractor is responsible to ensure that the requirements set forth in this section/paragraph are also met by Contractor's subcontractors/consultants who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the City.
- 15.3. General Liability Limits
- | | |
|--|-----------------------|
| 15.3.1. BI & PD combined/per occurrence | \$1,000,000 |
| /Aggregate | \$1,000,000 |
| 15.3.2. Personal Injury/Aggregate | \$1,000,000 |
| 15.3.3. Workers' Compensation and Employer's Liability | Statutory requirement |

16. Discrimination

Contractor shall not discriminate against any individual based on race, color, religion, nationality, sex, age, or handicap condition.

17. Notices

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be affected by personal delivery or by first class mail, registered or certified, postage prepaid, return receipt requested. Unless otherwise designated by either party in writing, such notices shall be mailed to Post Office Box 9, Hughson, California 95236.

18. Termination

If the Contractor breaches or habitually neglects the Contractor's duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the City may, by written notices, immediately terminate this Agreement without prejudice to any other remedy to which the City may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon sixty (60) calendar days written notice to other party.

19. Conflict of Interest Statement

- 19.1. Contractor covenants that Contractor, its officers or employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.
- 19.2. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by Contractor under this Agreement
- 19.3. Contractor shall not hire City's employees to perform any portion of the work or services provided for herein, including secretarial, clerical, and similar incidental services except upon the written approval of the City.
- 19.4. Performance of services under this Agreement by associates or employees of Contractor shall not relieve Contractor from any responsibility under this Agreement.

20. Drug Free Workplace

Contractor shall comply with the provisions of Government Code section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

21. Force Majeure

It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.

22. Forum Law

The Laws of the State of California shall govern this Agreement. Venue is Stanislaus County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

23. Entire Agreement and Modification

This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties.

24. Attorneys' Fees

In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

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

Contractor

By: _____

[Official name]

[Official title]

Date: _____

Approved as to Form:

By: _____

Daniel Schroeder
City Attorney

City

City of Hughson
Post Office Box 9
Hughson, CA 95326

City of Hughson
Sewer Improvements on Tully Road and Second Street

By: _____

Merry Mayhew
City Manager

Date: _____

CITY OF HUGHSON
COMMUNITY DEVELOPMENT DEPARTMENT

SAMPLE PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The City of Hughson, acting by and through the Community Development Department, hereafter referred to as "Obligee", has awarded to Contractor _____ hereafter designated as the "Principal", a contract for the work described as follows:

The work generally consists of, but is not limited to, the following: a d j u s t water and sewer services, roadway excavation and grading, asphalt grinding/milling, roadway paving and street striping. The contractor shall include in his bid and provide all labor, tools and materials for a complete project in conformance with the intent shown on the drawings and specified herein.

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment,

we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

City of Hughson

Sewer Improvements on Tully Road and Second Street

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

City / County of _____

On this day of _____, 20__ before me _____ personally appeared
_____ personally known to me (or proved to me on the basis of satisfactory evidence)

Attorney-in-Fact

to be the person whose name is subscribed to this instrument as the attorney-in-fact of
_____ and acknowledged to me that he/she subscribed the
name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL) Notary Public

CITY OF HUGHSON
COMMUNITY DEVELOPMENT DEPARTMENT

**SAMPLE PERFORMANCE
BOND**

(To Accompany Contract)

Bond No. _____

WHEREAS, the City of Hughson, acting by and through the Community Development Department, has awarded to Contractor _____ hereafter designated as the "Contractor", a contract for the work described as follows:

The work generally consists of, but is not limited to, the following: a d j u s t water and sewer services, roadway excavation and grading, asphalt grinding/milling, roadway paving and street striping. The contractor shall include in his/her bid and provide all labor, tools and materials for a complete project in conformance with the intent shown on the drawings and specified herein.

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the City of Hughson in the sum of \$ _____ dollars, to be paid to said City or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City / County of _____, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____

Correspondence or claims relating to this bond
should be sent to the surety at the following
address:

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of _____

On this _____ day of _____ in the year 20 ____ before me
notary public in and for the City / County of _____

_____, a
personally appeared

Attorney-in-fact known to me to be the person whose name is subscribed to this

instrument and known to me to be the attorney-in-fact of _____ and
acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as
attorney-in-fact.



CITY OF HUGHSON
COMMUNITY DEVELOPMENT DEPARTMENT

PART II: NOTICE TO BIDDERS & SPECIAL PROVISIONS

FOR SEWER IMPROVEMENTS ON TULLY ROAD AND SECOND STREET

BID OPENING- APRIL 20, 2022, IMMEDIATELY AFTER 11:00 A.M.

For use in Connection with federally funded Local Assistance construction projects administered under the Standard Specifications Dated 2018 and Standard Plans Dated 2018 of the California Department of Transportation; and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished; and the City of Hughson Improvement Standards dated October 10, 2007, insofar as the same may apply and in accordance with the Special Provisions.

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City of Hughson
Sewer Improvements on Tully Road and Second Street

These Special Provisions contained herein have been prepared by or under the direction of the following Registered Person.



REGISTERED CIVIL ENGINEER
Tyrone Peter, PE



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DOCUMENT ORGANIZATION

STANDARD PLANS LIST

NOTICE TO BIDDERS

SPECIAL PROVISIONS

ORGANIZATION

DIVISION I GENERAL PROVISIONS

1. GENERAL
2. BIDDING
3. CONTRACT AWARD AND EXECUTION
4. SCOPE OF WORK
5. CONTROL OF WORK
6. CONTROL OF MATERIALS
7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC
8. PROSECUTION AND PROGRESS
9. PAYMENT

CALTRANS 2018 STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

ABBREVIATIONS, LINES, SYMBOLS AND LEGEND

A10A	Abbreviations (Sheet 1 of 2)
RSP A10B	Abbreviations (Sheet 2 of 2)
A10C	Lines and Symbols (Sheet 1 of 3)
A10D	Lines and Symbols (Sheet 2 of 3)
A10E	Lines and Symbols (Sheet 3 of 3)

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A2.0A	Pavement Markers and Traffic Lines, Typical Details
A2.0B	Pavement Markers and Traffic Lines, Typical Details
RSP A20C	Pavement Markers and Traffic Lines, Typical Details
A2.0D	Pavement Markers and Traffic Lines, Typical Details
RSP A2.4A	Pavement Markings - Arrows
A2.4B	Pavement Markings - Arrows and Symbols
RSP A2.4C	Pavement Markings - Symbols and Numerals
A2.4D	Pavement Markings- Words
RSP A2.4E	Pavement Markings- Words, Limit and Yield Lines
RSP A24F	Pavement Markings- Crosswalks

CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING

RSPA87A	Curbs and Driveways
RSPA87B	Hot Mix Asphalt Dikes
RSPABBA	Curb Ramp Details
RSPABBB	Curb Ramp and Island Passageway Details

TEMPORARY WATER POLLUTION CONTROL Temporary Water

T51	Pollution Control Details (Temporary Silt Fence)
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T61	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T62	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T63	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T64	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)

CITY OF HUGHSON
COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE TO BIDDERS

Sealed bids will be received at the Office of the City Clerk of the City of Hughson, in City Hall, 7018 Pine Street, Hughson, CA 95326 until 11:00 a.m. on APRIL 20, 2022, for **SEWER IMPROVEMENTS ON TULLY ROAD AND SECOND STREET**, at which time they will be publicly opened and read.

The work generally consists of, but is not limited to the following: demolition, clearing, grubbing, drainage improvements, concrete flatwork, roadway excavation and grading, roadway paving, and striping. The contractor shall include in his bid to provide all labor, tools and materials for a complete project in conformance with the intent shown on the drawings and specified herein.

Procurement of Plans and Special Provisions: The contract documents are entitled **SEWER IMPROVEMENTS ON TULLY ROAD AND SECOND STREET**. All contract documents, plans, and specifications must be obtained from the City of Hughson's Consultant, Willdan Engineering, (Contact: Peter Rei) (209) 743-4469. Plans and specifications will be available for electronic download at no cost. Contact Mr. Gary Taylor at gtaylor@willdan.com for access to electronic documents. Upon contacting, Willdan Engineering will add the contractor to the Registered Plan Holders List. Only registered plan holders will be permitted to submit a bid for the project.

Plans and special conditions are based on the use of the 2018 Caltrans Standard Specifications and all supplements.

Bid Bond: Bids, accompanied by a cash deposit or a certified check or a bid bond payable to the City of Hughson in the amount of ten percent (10%) of the total amount of the bid, must be in the hands of Community Development Director, City Hall, 7018 Pine Street, Hughson, CA 95326, prior to the hour advertised for the opening of bids. All bids will be opened at the noticed hour.

Pre-Bid Meeting: A non-mandatory pre-bid meeting is scheduled for 2:00 p.m. on MARCH 25, 2022, location will be on the project at intersection of Tully Road and Santa Fe Ave in Hughson, CA 95326.

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

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

<https://efiling.dir.ca.gov/PWCR>. This is a separate requirement from the Contractors State License Board licensing requirement.

Form of Bid: Each bid must be submitted on the Bid Proposal and bid forms furnished by the City of Hughson, and each bid must include all the items shown on these forms. Substitute forms may be used if specified in this Notice. All bids must be submitted in conformance with this Notice and with the instructions contained in Caltrans Standard Specifications for Construction, which by this reference is made a part of the Notice Inviting Bids.

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

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

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

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

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

Bid Protest Procedure: Any bid protest must be in writing and received by City at 7018 Pine Street, Hughson California, before 5:00 p.m. no later than two working days following bid opening (the "Bid Protest Deadline") and must strictly comply with the requirements set forth in this Bid Protest Procedure.

1. **General.** Only a bidder who has actually submitted a responsive bid proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Bid Form, Contract Documents, or bidding documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. **Copy to Protested Bidder.** A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. **Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.
5. **Copy to Protesting Bidder.** A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
6. **City's Decision.** The scope of the bid protest considered by the City shall be limited to the issues set forth in the bid protest timely filed pursuant to this Policy. The City may take any action on the bid protest that is authorized by law, including adoption of City staff's recommended determination of the bid protest, adoption of a determination different from that recommended by City staff, or the rejection of all bids without deciding the bid protest. The decision of the City on a bid protest shall be the final administrative action on the protest and shall exhaust the protesting bidder's administrative remedies.

7. **Exclusive Remedy.** The procedure and time limits set forth in this Bid Protest Procedure are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
8. **Right to Award.** The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.
9. **Rejection of All Bids.** The filing of a bid protest shall not preclude the City from rejecting all bids. Rejecting all bids shall render a protest moot and terminate all protest proceedings.

The Number of Working Days for this project is **80**. Bids are required for the entire work described herein

Ashton Gose
City Clerk
City of Hughson

Date

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**CITY OF HUGHSON COMMUNITY
DEVELOPMENT DEPARTMENT**

SPECIAL PROVISIONS

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

DIVISION I GENERAL PROVISIONS

[illegible]

1 GENERAL

- **Add to section 1-1.05:**

Whenever in the Standard Specifications, Special Provisions, Notice to Contractor, Proposal, Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

State	City of Hughson
Department	City of Hughson
Director	City Council, City of Hughson
Engineer	City Engineer, City of Hughson, acting either directly or through properly authorized agent or consultants.
City	The Community Development Department, City of Hughson

- **Add to Section 1-1.01**

The following abbreviations apply to this list:

City denotes City of Hughson Improvement Standards

SP denotes Project Special Provisions

City of Hughson
Sewer Improvements on Tully Road and Second Street
Statutory requirement

- **Delete the provisions of Section 4-1.07 – Value Engineering**

- **Delete the provisions of Section 5-1.13C Disabled Veterans Business Enterprise:**
- **Delete the provisions of Section 5-1.13D Non-Small Businesses**
- **Modify the provisions of Section 5-1.23A as follows:**

- **Replace section 5-1.26 with:**

Summary

The Survey Plan, surveying calculations, survey notes, and other records submitted to establish the exact position of the work must be completed under the direction of and signed by a Professional Land Surveyor who is registered in the State of California.

5-1.26A (2)

Definitions

You must follow all procedures, methods, and typical stake markings under Chapter 12, Construction Surveys, of the Caltrans publication "Surveys Manual." Copies of the "Survey Manual" may be purchased from Caltrans Publications Unit 1900 Royal Oaks Drive, Sacramento, California 95815, (916) 445-3520.

5-1.26A (3)

Submittals

You must submit all computations necessary to establish the exact position of the work from the control points on the plans. All computations, survey notes, and other records necessary to accomplish the work must be neat, legible, and accurate. Copies of such computation, notes and other records must be furnished to the Engineer prior to beginning work that requires their use. Upon completion of construction staking and prior to acceptance of the contract, all computations, survey notes, and other data used to accomplish the work must be submitted to the Engineer and will become the property of the City.

Before starting any surveying work, you must submit the name and professional history of the land surveyor designated by you as its project surveyor.

5-1.26B MATERIALS

Not used.

5-1.26C CONSTRUCTION

Construction stakes and marks (including paint marks) must be removed from the site of work when no longer needed.

You are responsible for generating the grades for the work as required for the completion of this work.

You are responsible for the preservation of all Survey Monuments within the project limits. Any Survey Monuments that potentially may be disturbed by construction activity must be located and referenced by a Licensed Land Surveyor, and a Corner Record or Record of Survey filed with the County Surveyor. Any Survey Monuments disturbed during the course of construction must be reestablished by a Licensed Land Surveyor, a new monument set, and another Corner Record or Record of Survey filed with the County Surveyor. (Land Surveyors' Act Section 8771).

5-1.26D PAYMENT

The Department pays you for construction staking as follows:

1. A total of 90 percent of the item total over the life of the contract
2. A total of 100 percent of the item upon submission of final computations, notes and other data.

- **Delete paragraphs 2 through 5 of Section 5-1.27E.**
- **Delete Section 5-1.43E**

AA

6 CONTROL OF MATERIALS

- **Delete the provisions of Section 6-2.03 – Department-Furnished Materials**
- **Delete the provisions of Section 6-2.05 – Buy America**
- **Replace the footnote to the table in the 2nd paragraph of section 6-3.05B with:**
Distance is air-line miles from Sacramento to the inspection source.

A A

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- **Replace the fifth paragraph of Section 7-1.02K (3) with:**

Submit payroll forms electronically to the Engineer and to the Department of Industrial Relations Electronic Certified Payroll Reporting System.

- **Replace the table (Liability Limits) in Section 7-1.06D (2) with:**

1.1. General Liability Limits	
1.1.1. BI & PD combined/per occurrence/Aggregate	\$1,000,000
1.1.2. Personal Injury/Aggregate	\$1,000,000
1.1.3. Workers' Compensation and Employer's Liability	\$1,000,000 Statutory requirement

[illegible]

8 PROSECUTION AND PROGRESS

- **Replace the paragraphs and subsections in section 8-1.02C (3) with:**

Use Microsoft Project for scheduling.

9 PAYMENT

- **Delete section 9-1.07.**

- **Add to section 9-1.16C:**

The following items are eligible for progress payment even if they are not incorporated into the work:

None

- **Replace section 9-1.16F:**

The City retains 5% of all progress payments subject to the provisions of Public Contract Code § 9203. The City releases retention not sooner than 30 days after filing of the Notice of Completion with the Stanislaus County Recorder.

- **Add to section 9-1.17D(1):**

The City will pay the final estimate, subject to the other conditions in this section, within 30 days following final acceptance by the City of Hughson City Council. The Notice of Completion is filed after acceptance by the City Council.

- **Replace the paragraphs in section 9-1.22 with:**

Claims are processed following the requirements found in Public Contract Code § 10204 et seq.

DIVISION II GENERAL CONSTRUCTION CONSTRUCTION SPECIAL PROVISIONS

STANDARD SPECIFICATIONS AND STANDARD PLANS

Where the term "Standard Specifications" is used, it refers to the Standard Specifications of the California Department of Transportation, 2018 edition. "Standard Plans" means the Standard Plans of the same Agency, 2018 edition.

REVISED STANDARD SPECIFICATIONS

Revised Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

A copy of the current amendments is available at

<http://ppmoe.dot.ca.gov/hq/esc/oe/construction%20contract%20standards/std%20specs/2018%20StdSpecs/2018> Std Specs.pdf. Or by contacting the City of Hughson.

SECTION 9. (BLANK)

SECTION 10. CONSTRUCTION DETAILS

10-1.01 GENERAL

The Contractor's attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these Special Provisions.

The Contractor will be required to work around public utility facilities and other improvements that are to remain in place within the construction area or that are to be relocated and relocation operations have not been completed, and in accordance with the provisions of Sections 5-1.36 and 7-1.02 of the Standard Specifications, he will be liable to owners of such facilities and improvements for any damage or interference with service resulting from his/her operations. The Contractor shall ascertain the exact locations of underground facilities and improvements within the construction area before using equipment that may damage such facilities or interfere with the services. Other forces may be engaged in moving or removing utility facilities or other improvements or maintaining services of utilities and the Contractor shall cooperate with such forces and conduct his/her operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

The Contractor is required to notify all property owners, businesses, residences, etc. in letter form in both English and Spanish of the construction dates and times, at least 5 days prior to the beginning of work. This public notification must be submitted to the City and Engineer for review and approval prior to distribution. A copy of this notification letter must also be sent to the City Engineer. Contractor shall also post "Temporary No Parking" signs, a minimum of 72 hours prior to the commencing removals, cold milling, and paving operations of the street adjacent to their property. The notification shall be by posting visible signs at the edge of the curbs and gutters. The signs which will be posted must be on their own lath or attached to delineator cones, or pylons, and not stapled or nailed to any tree, utility pole or street signs. Trees must be protected from being scarred or broken during construction and must be repaired or replaced at Contractor's expense if damage is done.

In the event that vehicles are on the street at the time construction is to begin, the contractor shall take appropriate action to notify the owner/s of said vehicle to have it moved. If this is not possible, or the vehicle is inoperable and the owner is not capable of moving the vehicle, the contractor shall inform the Project Engineer, who will notify the County Sheriff's Office to have the vehicle towed at the owner's expense. Note: The above action may take place only if the "Temporary No Parking" signs have been in place, and placement has been verified by the Project Engineer, for the required 48 hour time period. Removal of said signs by the property owners or vandals will not constitute Non-compliance with this section.

The Contractor will be held responsible for any damage he may do to existing installations that are to remain in place.

The Contractor shall ensure that all striping and road markings are repainted as specified on the PLANS.

All property to remain shall be properly protected from injury or damage. Should any such property be damaged, it shall be repaired and/or replaced with material, fixtures, or equipment of the same kind, quality and size or better.

Full compensation for performing all of the work required under these Special Provisions shall be considered as included in the prices paid for the various Contract items of work involved and no separate payment will be made therefore

10-1.02 ORDER OF WORK

Order of work shall conform to the provisions in Section 5, "Control of Work," of the Standard Specifications and these special provisions.

The Contractor shall phase the work according to the following:

- 1) Construct Spot Repairs on Tully Rd
- 2) Construct 12-Inch PVC sewer and manholes connecting the west sewer to east sewer on Tully Rd
- 3) Fill specified pipes and manhole with sand
- 4) Install 10-inch PVC sewer with pipe bursting and reconnect sewer laterals

- 5) Cold mill roadway
- 6) Place Asphalt Concrete Pavement (Entire Roadway)

Overlay operations shall proceed without interruption from start to finish.

Full compensation for conforming to those requirements will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefore.

10-1.03 MOBILIZATION/DE-MOBILIZATION

The scope of the work for Mobilization shall include moving onto the site of all equipment; and the furnishing and erecting of plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items:

1. Moving on to the site of all Contractor's equipment required for first month's operations.
2. Installing temporary construction power, wiring, and lighting facilities per Section entitled "Temporary Utilities."
3. Establishing fire protection system per Section entitled "Temporary Utilities."
4. Developing and installing construction water supply per Section entitled "Temporary Utilities."
5. Providing on-site sanitary facilities and potable water facilities as specified per Section entitled "Temporary Utilities."
6. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security per Section entitled "Materials and Equipment," and Section entitled "Delivery, Storage, and Handling," as applicable.
7. Arranging for and erection of Contractor's work and storage yard per Section entitled "Site Access and Parking."
8. Obtaining and paying for all required permits.
9. Posting all OSHA required notices and establishment of safety programs.
10. Coordination with utility agencies.
11. Have the Contractor's superintendent at the job site full time.
12. Submittal of required Construction Schedule as specified in Section entitled "Contractor Submittals."
13. **Contractor is required to meet all requirements for working near or within BNSF R/W.**

In addition to the requirements specified above, all submittals shall conform to the applicable requirements of Section entitled "Contractor Submittals."

De-mobilization shall consist of the completion of all final construction and administration work required to secure the project for termination and acceptance by the Engineer, including but not limited to the following:

1. Removal of all temporary facilities, construction office, temporary utilities, plant, equipment, and similar from project limits and adjacent property, as required and as

- directed by the Engineer.
2. Completion of record drawings (as-builts), to the satisfaction of the Engineer.
 3. Completion of the requirements of permits issued by other agencies.
 4. Submission of signed 1-year material and workmanship guarantee.
 5. Satisfactory completion of all other contractually and legally required construction and administrative items of work.

De-mobilization shall include the satisfactory completion of all items of work, but shall not be constructed as being a separate payment for work that is paid under separate contract items. The contract item for De-Mobilization is intended for proper close-out activities.

Mobilization bid cost is not to exceed 10% of the total bid.

Measurement for payment for Mobilization/De-mobilization will be based upon completion of such work as a lump sum pay item and shall require completion of all the listed items in this Section.

Payment for Mobilization/De-mobilization will be made at the lump sum allowance named in the Bid Sheets, which price shall constitute full compensation for all such work.

Payment for Mobilization will be made in the form of a single, lump sum equal to 50% of the contract lump sum price for Mobilization/De-mobilization, no part of which will be approved for payment under the Contract until all mobilization items listed herein have been completed as specified.

Payment for De-mobilization will be made in the form of a single, lump sum equal to 50% of the contract lump sum price for Mobilization/De-mobilization, no part of which will be approved for payment under the Contract until all de-mobilization items listed herein have been completed as specified. Payment for De-Mobilization will be included in the final pay estimate and payment.

10-1.04 NOT USED

10-1.05 CONTRACTOR SUBMITTALS

GENERAL

Wherever submittals are required hereunder, all such submittals by the Contractor shall be submitted to the Engineer through the Resident Project Representative for recording and forwarding to the Engineer. A Submittal is defined as any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, bonds, or similar items required to be submitted to the City or the Engineer under the terms of the contract.

Submittals Required Within 7 Days After Notice to Proceed: Within 7 days after the date of commencement as stated in the Notice to Proceed, the Contractor shall submit the following items to the Engineer for review:

1. A Preliminary Construction Schedule indicating the starting and completion dates of the various stages of the Work, and in accordance the Contract Documents.
2. A preliminary schedule of Shop Drawing and Sample submittals.
3. A list of all permits and licenses the Contractor shall be obtained indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.

Submittals of Substitutes Required Prior to Award As provided under Section 3400 of the California Public Contracts Code, the Contractor shall, within 10 days prior to award of the contract, submit to the Engineer all proposed Substitutes or "Or Equal" products for the Engineer's review and approval. All such submittals shall be in conformance with the requirements of this Section.

The Contractor hereby agrees that failure to submit alternative product requests within the stipulated time period shall act as a waiver of any future rights to offer such substitutes, and the Contractor hereby agrees to provide one of the specific products called for in the Contract Documents.

CONTRACTOR'S SCHEDULE

Time of Submittals: Within 7 days of the commencement date stated in the Notice to Proceed, the Contractor shall submit for acceptance by the Engineer, a Preliminary Construction Schedule for the Work, showing its general plan for orderly completion of the Work and showing in detail its planned mobilization of equipment, sequence of early operations, and timing of procurement of materials and equipment. The Preliminary Construction Schedule produced and submitted shall indicate a project completion date on or before the contract completion date. The Engineer within 7 days after receipt of the Preliminary Construction Schedule, shall meet with a representative of the Contractor to review the preliminary plan and construction schedule.

Within 7 days after the conclusion of the Engineer's review period, the Contractor shall revise the Preliminary Construction Schedule as required, and resubmit to the Engineer for review. The Preliminary Construction Schedule will be revised and/or approved or rejected by the Engineer within 7 calendar days after receipt. Said schedule, when accepted by the Engineer shall constitute the Initial Construction Schedule until later revised schedules are submitted due to delays beyond the control and without the fault or negligence of the Contractor.

Acceptance: When the Initial Construction Schedule has been accepted, the Contractor shall submit to the Engineer 4 copies of the accepted schedule.

Schedule Updates with Progress Payment Applications: The Contractor shall submit updated construction schedules with each payment application.

Additional Revised Construction Schedules: The Contractor, if requested by the Engineer, shall provide a Revised Construction Schedule if, at any time, the Engineer considers the completion date to be in jeopardy because of any portion of the work falling behind schedule. The Revised Construction Schedule shall show how the Contractor intends to accomplish the Work to meet the completion date. The form and method employed by the Contractor shall be the same as required for the Initial Construction Schedule.

Construction Schedule Revisions: The Contractor shall modify any portions of the construction schedule that becomes unfeasible because of portions of the Work falling behind schedule, or for any other valid reason. Any portion of the work that cannot be completed by its originally-scheduled completion date shall be deemed to be behind schedule.

PROPOSED SUBSTITUTES OR "OR-EQUAL" ITEMS

For convenience in designation in the Contract Documents, any material, product, or equipment to be incorporated in the Work may be designated under a brand or trade name or the name of a manufacturer and its catalog information. The use of any substitute material, product, or equipment which is equal in quality and utility and possesses the required characteristics for the purpose intended will be permitted, subject to the following requirements:

1. The burden of proof as to the quality and utility of any such substitute material, product, or equipment shall be upon the Contractor.
2. The Engineer will be the sole judge as to the quality and utility of any such substitute material, product, or equipment and its decision shall be final.

Wherever in the Contract Documents the name or the name and address of a manufacturer or supplier is given for a material, product, or equipment, or if any other source of a material, product, or equipment is indicated therefore, such information is given for the convenience of the Contractor only, and no limit, restriction, or direction is indicated or intended thereby, nor is the accuracy or reliability of such information guaranteed. It shall be the responsibility of the Contractor to determine the accurate identity and location of any such manufacturer, supplier, or other source of any material, product, or equipment called for in the Contract Documents.

The Contractor may offer any material, product, or equipment that it considers equal to those specified. Unless otherwise provided by law or authorized in writing by the Engineer, the substantiation of any proposed substitute or "or equal" material, product, or equipment must be submitted prior to award of the contract. The Contractor, at its sole expense, shall furnish data concerning items it has offered as substitute or "or equal" to those specified. The Contractor shall provide the data required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the substitute or "or equal" item will fulfill its intended function.

The Contractor's attention is further directed to the requirement that its failure to submit data substantiating a request for a substitution of an "or equal" item during the time between the opening of bids and the date of award shall be deemed to mean that the Contractor intends to furnish one of the specific brand or trade-named material, product, or equipment specified in the Contract Documents and the Contractor does hereby waive all rights to offer or use substitute materials, products, or equipment in each such case. Wherever a proposed substitute material, product, or equipment has not been submitted within the time specified above, or wherever the submission of a proposed substitute material, product, or equipment fails to meet the requirements of the Specifications and an acceptable resubmittal is not received by the Engineer within said specified time period, the Contractor shall furnish only one of the materials, products, or equipment originally-named in the Contract Documents. Approval by the Engineer of a substitute item proposed by the

Contractor shall not relieve Contractor of the responsibility for full compliance with the Contract Documents and for adequacy of the substituted item. The Contractor shall also be responsible for resultant changes and all additional costs which the substitution requires in its work, the work of its subcontractors and of other contractors and shall effect such changes without cost to City.

RECORD DRAWINGS

General: The Contractor shall keep and maintain, at the job site, one record set of Contract Drawings. On these Contract Drawings, Contractor shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction.

Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said Record Drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed.

These master Record Drawings of the Contractor's representation of "as-built" conditions, including all revisions made necessary by addenda, change orders, and the like, shall be maintained up-to-date during the progress of the Work.

In the case of those drawings which depict the detail requirement for equipment to be assembled and wired in the factory, the record drawings shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.

Record Drawings prepared by the Contractor shall be accessible to the Engineer at all times during the construction period and shall be delivered to the Engineer upon completion of the work.

Effect on Progress Payments: Requests for partial payments will not be approved if the record drawings are not kept current. All such Record Drawings will be inspected by the Engineer each month, showing all variations between the Work as actually constructed and as originally shown on the Contract Drawings or other Contract Documents, and the City will not process monthly payment requests until such drawings are made current each month.

Final Record Drawings: Upon substantial completion of the Work and prior to final acceptance by the City, the Contractor shall complete and deliver the completed set of Record Drawings to the Engineer for transmittal to the City, conforming to the construction records of the Contractor. This set of drawings shall consist of corrected plans showing the reported location of the Work. The information submitted by the Contractor and incorporated by the Engineer into the Record Drawings will be assumed to be reliable, and the Engineer will not be responsible for the accuracy of such information, or for any errors or omissions, which may appear on the Record Drawings as a result.

Effect on Final Payment: Final payment will not be approved until the Contractor-prepared Final Record Drawings have been delivered to the Engineer. Said up-to-date, Record Drawings may be

in the form of a set of prints with carefully plotted information overlaid in pencil.

Full compensation for Contractor Submittals shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

10-1.06 MATERIALS AND EQUIPMENT

The word "Products," as used herein, is defined to include purchased items for incorporation into the Work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products. The word "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in Contract Documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

Source Limitations: To the greatest extent possible for each unit of work, the Contractor shall provide products, materials, or equipment of a singular generic kind from a single source.

Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product, material, or equipment, the Contractor shall select an option which is compatible with other products, materials, or equipment already selected. Compatibility is a basic general requirement of product/material selections.

All equipment designated to be installed in the Work, whether temporarily stored at the site or installed in place, shall be serviced on a regularly scheduled basis, and a written log of services shall be maintained and submitted as a record document to the Engineer.

Full compensation for Materials and Equipment shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

10-1.07 DELIVERY, STORAGE, AND HANDLING

The Contractor shall confine all operations (including storage of materials) on City premises to areas authorized or approved by the City. The Contractor shall hold and save the City, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the City and shall be built with labor and materials furnished by the Contractor without expense to the City. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the Work. With the written consent of the Engineer, the buildings and utilities may be abandoned and need not be removed.

The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work.

The Contractor shall deliver, handle, and store products in accordance with manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Products shall be transported by methods to avoid product damage and shall be delivered in undamaged condition in manufacturer's dry, unopened containers or packaging.

The Contractor shall provide equipment and personnel to handle products, materials, and equipment including those provided by City by methods to prevent soiling and damage.

The Contractor shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

Products shall be stored in accordance with manufacturer's written instructions, with seals and labels intact and legible. Sensitive products shall be stored in weather-tight enclosures and temperature and humidity ranges shall be maintained within those required by the manufacturer's written instructions.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

Products subject to discoloration or deterioration from exposure to the elements shall be covered with impervious sheet material. Ventilation shall be provided to avoid condensation.

Loose granular materials shall be stored on clean, solid surfaces such as pavement, or on rigid sheet materials to prevent mixing with foreign matter.

Surface drainage shall be provided to prevent erosion and ponding of water.

Full compensation for Delivery, Storage, and Handling shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

10-1.08 COOPERATION

It is anticipated that work by another various utility owners will need to be conducted in coordination with the construction of the designation improvement to adjust existing manholes and valve covers to new grades. The contractor shall furnish access and coordinate construction operations to accommodate this work.

It shall be the responsibility of the contractor to work with the local utility companies to locate all underground utility service lines within the project limits prior to any excavation work. The Contractors attention is directed to the Section entitled "Compliance With One Call Underground Service Alert," elsewhere in these Specifications

Underground Service Alert-Northern California (USA)
Telephone: 1 (800) 422-4133 or 1 (800) 227-2600

Comply with Section 5-1.20, "Coordination with Other Entities," of the Standard Specifications.

Full compensation for Cooperation shall be considered as included in the prices paid for the various items of work and no separate payment will be made, therefore.

10-1.09 PROGRESS SCHEDULE (Not Used)

10-1.10 TEMPORARY UTILITIES

It shall be the Contractor's responsibility to provide equipment that is adequate for the performance of the Work under this Contract within the time specified. All equipment shall be kept in satisfactory operating condition, shall be capable of safely and efficiently performing required Work, and shall be subject to inspection and approval by the City's representative at any time within the duration of the Contract. All work hereunder shall conform to the applicable requirements of Cal-OSHA Construction Safety Orders.

All Work conducted at night or under conditions of deficient daylight when authorized by the Engineer, shall be suitably lighted to ensure proper Work and to afford adequate facilities for inspection and safe working conditions

All temporary connections for electricity shall be subject to approval of the Engineer and the power company representative and shall be removed in like manner at the Contractor's expense prior to final acceptance of the Work by the City.

Unless otherwise permitted by the Engineer, circuits separate from lighting circuits shall be used for all power purposes.

All wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place.

Contractor shall be responsible for providing construction water. If the Contractor intends to use water from the Water Provider's fire hydrants, the Contractor will be required to apply for a water construction meter and pay for all charges required by the Water Provider. The Contractor shall provide all facilities necessary to convey the water from the water source to the points of use in accordance with the requirements of the Contract Documents.

The Contractor will be responsible for all water charges from the Water Provider's fire hydrants during construction.

The Contractor shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the Water Provider for the use of said fire hydrant or pipeline. For each such connection made, the Contractor shall first attach to the fire hydrant or pipeline a valve and a meter of a size and type acceptable to the Water Provider. The Contractor shall contact the Water Provider for specific requirements for water usage and charges.

Contractor shall be solely responsible for the adequate functioning of its water supply system and shall be solely liable for any claims arising from the use of same, including discharge or waste of water therefrom.

Before final acceptance of the Work on the project, all temporary connections and piping installed by the Contractor shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of Engineer, the City, and/or other agency owning the affected utility.

Fixed or portable chemical toilets shall be provided wherever needed for the use of employees.

The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Engineer and in accordance with all laws and regulations pertaining thereto.

Full compensation for providing, maintaining, and removing Temporary Utilities shall be considered as included in the contract price paid for under the lump sum Contract bid item for Mobilization/De-Mobilization, and no separate payment will be made, therefore.

10-1.11 NOT USED

10-1.12 DUST CONTROL

Dust control shall conform to the provisions of Section 10-5, "Dust Control", of the Standard Specifications and these special Provisions.

Full compensation for dust control shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

10-1.13 SITE ACCESS AND PARKING

The Contractor shall take all necessary precautions for the protection of the Work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The Contractor shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of Article 11 of Cal-OSHA Construction Safety Orders.

The Contractor shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to and from the site of the Work. It shall be the Contractor's responsibility to construct and maintain any access or haul roads required for its construction operations.

Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alley, way, or parking area during the performance of the Work hereunder, and it shall so conduct its operations so as not to interfere unnecessarily with the authorized work of the City, utility companies, or other agencies in such streets, alleys, ways, or parking areas.

No street shall be closed to the public without first obtaining the permission of the Engineer, the City, and other proper governmental authority, where applicable. Where excavation is being performed in primary streets or highways, one lane of traffic shall be kept open in each direction at all times unless otherwise provided in the Contract Documents or under the terms of the permits issued by the City, County, State, or other public agencies, as required.

Toe boards shall be provided to restrict movement of excavated material if required by the Engineer, the City, or other Agency having jurisdiction over the affected street or highway.

Fire hydrants on or adjacent to the Work shall be kept accessible to firefighting equipment at all times.

Temporary provisions shall be made by the Contractor to assure the use of sidewalks and the proper functioning of all gutters, sewer inlets, and other drainage facilities.

Wherever necessary or required for the convenience of the public or individual residents or business places at street or highway crossings, private driveways, or elsewhere, the Contractor shall provide suitable temporary bridges or steel plates over unfilled excavations, except in such cases as the Contractor shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges or steel plates, which written consent shall be delivered to the Engineer prior to beginning the excavation. All such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation.

For the protection of traffic in public or private streets and ways, the Contractor shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of the current edition of California Manual of Uniform Traffic Control Devices as published by State of California, Department of Transportation. Traffic control shall be subject to the requirements of Article 11 of Cal-OSHA Construction Safety Orders and these Contract Documents.

If closure of any street is required during construction, a formal application for a street closure shall be made to the City at least 30 days prior to the required street closure in order for the City to determine the necessary signing and detour requirements to be provided by the Contractor.

Full compensation for site access and parking shall be considered as included in the contract price paid for under the lump sum Contract bid item for Mobilization/De-Mobilization, and no separate payment will be made therefore.

10-1.14 WATER POLLUTION CONTROL

GENERAL

SUMMARY

Contractor shall be responsible for preparation and implementation of a BMP (Best Management Practices) List, subject to approval by the City Engineer. The list shall include practices to protect areas receiving storm water runoff from the project site or construction support facilities. The plan may utilize the practices recommended in the latest California Storm Water Best Management Practices Construction Handbook available at www.casqa.com.

SUBMITTALS

If you operate construction support facilities, protect storm water systems or receiving waters from the discharge of potential pollutants by using WPC Best Management Practices (BMPs).

Construction support facilities include:

1. Staging areas
2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for PCC and HMA
5. Crushing plants for rock and aggregate
6. Other facilities installed for your convenience such as haul roads

IMPLEMENTATION REQUIREMENTS

BMP IMPLEMENTATION

Monitor the National Weather Service Forecast Office on a daily basis.

Whenever you or the Engineer identifies a deficiency in the implementation of the approved BMP list:

1. Correct the deficiency immediately, unless the Engineer agrees to a later date for making the correction
2. Correct the deficiency before precipitation occurs

If you fail to correct the deficiency by the agreed date or before the onset of precipitation, the Department may correct the deficiency and deduct the cost of correcting the deficiency from payment.

Continue BMP implementation during any temporary suspension of work activities.

Install BMP practices within 15 days or before predicted precipitation, whichever occurs first.

INSPECTION

The BMP Manager must prepare BMP status reports that include the following:

1. Location and quantity of installed BMP practices
2. Location and quantity of disturbed soil for the active or inactive areas

Within 24 hours of finishing the weekly inspection, the BMP Manager must submit:

1. Copy of the completed site inspection report
2. Copy of the BMP status report

PAYMENT

Full compensation for water pollution control shall be considered as included in the prices paid for the various items of work and no separate payment will be made, therefore.

10-1.15 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions of the latest edition of the California Manual of Uniform Traffic Control Devices (CAMUTCD) and these special provisions.

All traffic control devices including cones, barricades, signs, etc. shall be new or unblemished.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

- A. Date,
- B. Federal Aid number (if applicable),
- C. Contract number, City, county, route and kilometer post of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones.

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use.

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the contract price paid for Traffic Control Plan and Implementation System, and no additional compensation will be allowed therefore.

10-1.16 TRAFFIC CONTROL PLAN AND IMPLEMENTATION

Please note that all Flagging Costs for Traffic Control will be paid solely by the Contractor and full compensation for performing this work will be paid under the lump sum bid item for TRAFFIC CONTROL PLAN AND IMPLEMENTATION and no additional compensation will be allowed therefore.

CONSTRUCTION AREA SIGNS

Construction area signs for temporary traffic control shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions of California Manual of Uniform Traffic Control Devices (CAMUTCD) and these special provisions.

All construction area signs shall be new or unblemished.

One C18 sign and One C13 sign shall be posted on each approach/departure from the construction work area. Locations of the signs shall be approved by the Engineer.

Signs may be ported on temporary post supported by cross braces, rather than by digging holes for posts. Where such cross braces are used, no braces shall extend into the traveled way or a sidewalk.

Unless otherwise shown on the plans or specified in these special provisions, the color of construction area warning and guide signs shall have black legend and border on orange background, except W10-1 or W47(CA) (Highway-Rail Grade Crossing Advance Warning) sign shall have black legend and border on yellow background.

Orange background on construction area signs shall be fluorescent orange.

Repair to construction area sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance, shadowing or dark blotches shall be immediately replaced at the Contractor's expense.

The Contractor shall notify the appropriate regional notification center for operations of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing any excavation for construction area sign posts. The regional notification centers include but are not

limited to the following:

Underground Service Alert-

Northern California (USA)

Telephone: 1 (800) 227-2600

All excavation required to install construction area signs shall be performed by the hand methods without the use of power equipment; except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

Construction area signs shown on the plans, unless otherwise specified in the special provisions, will be paid for on a lump sum basis, which lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing construction area signs required for the direction of public traffic through or around the work and for erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs at locations shown on the plans.

Full compensation for furnishing, erecting, maintaining and removing any additional construction area signs the Contractor may deem necessary will be considered as included in the **lump sum** price paid for **Traffic Control Plan and Implementation System** and no additional compensation will be allowed therefore.

10-1.17 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and Section 12 "Temporary Traffic Control," of the Standard Specifications and to the Section entitled, "Public Safety," elsewhere in these special provisions, and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04.

The Contractor will not be allowed to close streets. One lane of through traffic shall be maintained at all times with appropriate Signage, Personnel and safety equipment to safely direct traffic through the construction area, unless the contractor submits to the City Engineer a proposed detour plan.

Detour plan shall meet the criteria for detour plans as shown in the latest edition of the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Zones. The City Engineer, and the Director of Public Works; shall approve Detour Plan, copies shall be sent to the Sheriff's Department and Local Fire Agencies and Emergency Organizations, i.e. Hospitals and Ambulance services. Said Detour Plan shall clearly state the dates and times of closure. Closures shall only be allowed during working hours, and the roadway shall be made passable for passenger type vehicles at the close of the work each day.

The Contractor shall be responsible for all barricades, delineators, cones, reflective media, signs and other traffic control measures necessary for the safe control of traffic and protection of the

work. by the construction, 5 days prior to the beginning of construction. The public notice shall be submitted to the City and Engineer for review and approval prior to distribution.

The Contractor shall also place "TEMPORARY NO PARKING" signs, in the areas of construction a minimum of 48 hours prior to beginning work for, AC Paving, and Curb and Gutter Replacement, as necessary for striping and placement of signs.

The Contractor shall notify in writing all residents, commercial establishments and others affected

The Contractor is responsible for the repair of any damage done by emergency or other vehicles, inadvertent or not.

The Contractor shall review with the City Engineer, Project Engineer and the Chief of Police, his/her proposed method of barricading and signing in the field and shall comply with any request they may make. Said review shall be at least 48 hours in advance of construction. Contractor shall also notify in writing the City Engineer, the County Fire Departments, and Sheriffs Department of his/her proposed construction schedule.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including any section closed to public traffic.

The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

Whenever work vehicles or equipment are parked on the shoulder within 1.8 m (6 ft) of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 7.5-meter (24-ft) intervals to a point not less than 7.5 m (24 ft) past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA) (SHOULDER WORK AHEAD) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 1200 mm x 1200 mm (48in x 48in) in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

The Contractor shall use new flashing barricades where work is to be delineated or protected during nights and weekends.

A minimum of one traffic lane, not less than **10 ft wide**, shall be open for use by public traffic in each direction of travel.

The contractor shall provide a traffic control plan for approval prior to beginning work on the project. Traffic control plans shall be specific to the project area, showing appropriate lane usage, turn pockets and side streets, and shall conform to the provisions of the CAMUTCD.

Full compensation for performing all of the work required under these Special Provisions shall be paid under the lump sum bid item for **Traffic Control Plan and Implementation System** and no additional compensation will be allowed, therefore.

10-1.18 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing facilities shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

PROTECTION OF EXISTING UTILITIES

The Contractor shall be responsible for the protection of existing pipelines, manholes, catch basins, valve boxes and other utility structures that are to remain within the roadway work area. Any such utility facilities that are damaged from roadway excavation work performed by the Contractor shall be either repaired or replaced to the satisfaction of the Engineer at no cost to the City, in accordance with Section 7-1.11, "Preservation of Property." of the State Standard Specifications.

PROTECT MISCELLANEOUS FACILITIES

All existing facilities that are located outside of the limits of new construction, including adjacent facilities or facilities to be joined to, and all existing facilities called out to "Protect" on the construction drawings, shall be protected in place as indicated. All existing miscellaneous facilities shall be protected in place or relocated to nearby locations appropriate for accommodating pedestrian traffic through the newly constructed facilities. All buildings and store fronts, including miscellaneous facilities that are a part of the store frontages, shall be protected in place unless otherwise noted on the construction drawings. All existing trees shall be protected in place, unless otherwise noted on the plans.

Full compensation for furnishing all labor, materials, tools equipment, and incidentals required to protect miscellaneous facilities shall be considered as included in the contract price paid per the various items of work involved and no additional compensation will be allowed therefore.

REMOVE MISCELLANEOUS FACILITIES

All existing facilities that are located within the limits of new construction and are called out to "Remove" on the construction drawings, or will require removal in order to install new improvements and is not designated for protection or relocation, shall be removed and disposed of by the contractor.

Full compensation for all work under this section shall be considered as included in the prices paid for the various items of work and no separate payment will be made, therefore.

10-1.19 PRESERVATION OF PROPERTY

Attention is directed to the provisions in Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these special provisions.

PROTECTION

The Contractor shall protect all private and public property and shall replace, repair, or pay for any damage thereto.

NOTICE TO PROPERTY OWNERS AND TENANTS

The Contractor shall give a written notice to all property owners adjacent to and affected by his/her work at least five (5) working days in advance of beginning the work, indicating the work to be performed and the approximate length of time that the property owner or tenant will be affected by his/her operations.

ACCESS

Access shall be provided to all businesses and residences at all times. The Contractor shall conduct his/her operations so as to cause the least inconvenience to both vehicular and pedestrian access.

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified elsewhere in these special provisions and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. Damaged or injured plants shall be removed and disposed of.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

Full compensation for all work under this section shall be considered as included in the prices paid for the various items of work and no separate payment will be made, therefore.

10-1.20 UTILITIES

It shall be the obligation of the Contractor to notify the various utility companies at least three (3) days in advance of closing and/or tearing up of the street affecting said utility companies.

It shall be the obligation of the Contractor to immediately notify the affected utility company if relocation of any utilities will be required.

Refer to Section 5-1.36C, "Nonhighway Facilities," of the Standard Specifications and these special provisions (including Utilities) for utility coordination scheduling details.

Full compensation for providing utility notifications, potholing, and coordination shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

10-1.21 DEMOLITION, CLEARING AND GRUBBING

Demolition, Clearing and Grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for

final cleanup of the street as provided in Section 4-1.13, "Cleanup," of the Standard Specifications.

Full compensation for demolition, clearing and grubbing, and site demolition of the facilities specified herein shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

10-1.22 ROADWAY EXCAVATION

The existing roadway is to be removed, milled or pulverized as shown on the plans. The Contractor will perform these operations in order to obtain the finished subgrade elevations shown on the plans before the application of the 0.20' Asphalt Concrete Pavement. Contractor shall conform to the provisions in Section 30, "Reclaimed Pavement" of the Standard Specifications. Contractor will be allowed to mill roadway, pulverize roadway or a combination of both activities.

Disposal of excess said material shall conform with the provisions in Section 17-2.03D, "Disposal of Material," of the Standard Specifications and these special provisions. EXCESS AC CONCRETE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT A SITE ACCEPTABLE TO THE CITY.

Contractor to provide proof of acceptable disposal location prior to receiving notice to proceed. The lump sum price shall be full compensation for pulverizing, grading, compacting, disposing of obliterated material, furnishing all labor, materials, tools, equipment and for doing all the work involved in constructing the subbase complete in place, as shown on the plans and specified herein, and no additional allowance will be allowed therefore.

10-1.23 SAWCUTTING

Saw cutting of existing surface facilities and other facilities requiring saw cutting shall be cut in a neat line to a minimum depth of 0.25-foot with a power driven saw as needed or as described in the various sections of these Special Provisions.

Full Compensation for saw cutting (regardless of the number of passes required) of existing asphalt concrete surface, concrete pavement or other facilities will be considered as included in the prices paid for the items requiring the work and no separate payment will be made therefore.

10-1.24 ADJUST UTILITY BOXES, VALVES AND MANHOLES

All water and sewer services within asphalt concrete areas shall be removed to the new subgrade elevation by the Contractor prior to paving. All such boxes which have been removed to subgrade to facilitate paving shall be temporarily covered with a steel plate by the contractor. Contractor shall coordinate all improvement to adjust valves to grade with City of Hughson.

After paving has been completed, the necessary portions of the subgrade, base and pavement shall be neatly removed, and the structure built up to new finished grade per the applicable City of Hughson Standards. After valve covers are set to finish grade, Contractor shall pave around adjusted valve covers with Type A HMA (3/8") flush to surrounding pavement.

Measurement and Payment for **Adjust Water Valve to Grade** as shown on the plans shall be at the contract price bid per **each (EA)**. Said price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in adjusting

water valve to grade, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

10-1.25 GRINDING / COLD MILL EXISTING AC SURFACE

The existing roadway is to be removed and resurfaced/reconstructed as shown on the plans.

Existing asphalt concrete pavement shall be cold milled at the locations and to the dimensions shown on the plans.

Milling asphalt concrete pavement shall be performed by the cold milling method. Milling of the asphalt concrete pavement shall not be done by the heater milling method.

Grinding/Milling machines shall be equipped with a cutter head not less than 30 inches (750 mm) in width and shall be operated so that no fumes or smoke will be produced. The cold milling machine shall mill the pavement without requiring the use of a heating device to soften the pavement during or prior to the milling operation.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the milled area shall be neat and uniform. Milling asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

milled widths of pavement shall be continuous except for intersections at cross streets where the milling shall be carried around the corners and through the conform lines. Following milling operations, a drop-off of more than 1.75 in (45 mm) will not be allowed between adjacent lanes open to public traffic.

When transverse joints are milled in the pavement at conform lines no drop-off shall remain between the existing pavement and the milled area when the pavement is opened to public traffic. If Hot Mix Asphalt (HMA) has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary HMA taper shall be constructed. HMA for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical:Horizontal) or flatter to the level of the milled area.

HMA for temporary tapers shall be the same quality as the HMA used elsewhere on the project or shall conform to the material requirements for minor HMA. HMA for tapers shall be compacted by any method that will produce a smooth riding surface. Temporary HMA tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in conformance with the provisions in Section 17-2.03D, "Disposal of Material," of the Standard Specifications and these special provisions.

The removed roadway / material shall be disposed of in conformance with the provisions in Section 17-2.03D, "Disposal of Material," of the Standard Specifications and these special provisions. Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to the full depth of asphalt concrete before removing the surfacing. Attention is directed to "Existing Highway Facilities" of these special provisions concerning residue from saw cutting.

Measurement and Payment for **Cold Mill Existing AC Pavement 1.5" Uniform Depth** as shown on the plans shall be at the contract price bid per **square foot (SF)** for Cold Mill of the type shown on the bid schedule. Said price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing the roadway surface, including all costs of hauling, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

NOTE: EXISTING AC CONCRETE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT A SITE ACCEPTABLE TO THE CITY. Contractor to provide proof of acceptable disposal location prior to receiving notice to proceed. Full compensation for disposing of obliterated material shall be considered as included in contract price for which the work is appurtenant to, and no separate payment will be made

10-1.26 HOT MIX ASPHALT CONCRETE

HMA OVERLAY

Hot mix asphalt concrete for overlay shall be ½" HMA Type A Max Medium and shall conform to the provisions in Section 39-2, "Hot Mix Asphalt," of the Standard Specifications and these special provisions.

The grade of asphalt binder to be mixed with aggregate for Type A asphalt concrete shall be PG Grade 70-10 and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

The aggregate for Type A asphalt concrete shall conform to the ½ inch gradation specified in Section 39-2.02, "Aggregates," of the Standard Specifications.

A mix design consists of performing California Test 367 and laboratory procedures on combinations of aggregate gradations and asphalt binder contents to determine the optimum binder content (OBC) and HMA mixture qualities.

Paint binder (tack coat) shall be applied to existing surfaces to be surfaced and between layers of asphalt concrete, except when eliminated by the Engineer.

Paint binder (tack coat) shall be paving asphalt conforming to the provisions in Section 39-2.01B (10), "Tack Coat," and Section 92, "Asphalt Binders," of the Standard Specifications. The grade of paving asphalt to be used as paint binder will be determined by the Engineer.

Paint binder (tack coat) shall consist of a Bituminous Surface Pavement Tack Coat composed of a blend of elastic Polymer modified asphalts, thermoplastic resins and digested whole tire rubber. The Material is applied at 325 to 425 degrees F with a distributor truck at typical application rates of 0.08 to 0.15 gal/square yard. The exact application rate will be determined by surface conditions at time of application.

Paving asphalt (also referred to as tack coat) shall be Thermoplastic Polymer Modified No Track Tack, for HMA overlay and where specified for slurry seals, and SS 1h otherwise. The Thermoplastic Polymer Modified No Track Tack shall meet the following criteria:

Test	Method	Typical Properties	Specification
Digested whole tire rubber		2	1-3

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Softening Point Degree F	D36	165	160 Min
Penetration @ 77 Deg. F 100g, 5 sec, Dmm	D-5	16	10 Min
Brookfield Viscosity @ 275 Deg. F cPs*	D4402	975	3000 Max
Brookfield Viscosity @ 350 Deg. F cPs*	D4402	185	300 Max

*BKF LV II, spdI #21 @ 20 RPM

The tack coat shall be applied to the existing pavement on the areas to receive the HMA or slurry where specified. The Engineer shall approve the exact rate and number of applications. Two heavy coats of SS 1h shall be applied to vertical joints for patching. All contact surfaces with new asphalt shall be painted tack coat immediately before the asphalt concrete is placed.

The tack coat shall be applied according to the provisions in Section 39- 2.01B (10), "Tack Coat," of the Standard Specifications and these Special Provisions. Thermoplastic Polymer Modified No Track Tack shall be applied only when the existing surface is dry, and the atmospheric temperature is 50 deg. F and rising. NO material shall be applied when rain is imminent.

The Thermoplastic Polymer Modified No Track Tack shall be heated slowly to 325-425 degrees F. At no time shall the product be heated above 450 degrees F. The product shall be applied through a distributor truck equipped with a heating unit and shall maintain tack coat at or above 325 degrees F. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the Thermoplastic Polymer Modified No Track Tack material within + 0.01 gallons per square yard tolerance of specified application rate and give uniform covering of the surface to be treated. The distributor shall also include a tachometer, pressure gauge, and volume measuring device and thermometer. The application rates shall be 0.15 gallons per square yard for all HMA overlay or as otherwise directed by the Engineer. If the pavement temperature reaches over 130 degrees F, the application rate will be reduced to minimum 0.08 gallons per square yard on overlay applications.

Paving asphalt shall not be applied until the preparation of the existing surface has been completed and thoroughly cleaned, and then only so far in advance of placing the asphalt concrete overlay as permitted by the Engineer. The Thermoplastic Polymer Modified No Track Tack shall not be left exposed overnight.

Existing concrete curb faces and all concrete not to be overlaid shall be protected against disfigurement from the asphalt tack coat. Residue of the material shall be removed from concrete surfaces to return the concrete to its original condition unless otherwise directed by the Engineer.

Excessive tracking of tack coat onto adjacent pavements will require immediate clean-up. If significant amounts of asphalt tack coat are tracked onto existing adjacent pavements, the contractor shall be required to clean it off to the satisfaction of the City Engineer or provide a slurry seal to restore the pavement at their own expense. This shall apply to the entirety of asphalt haul routes to and from the project sites.

On all vertical joints of AC patching, apply SS-1H tack coat uniformly in two coats of .20 gallons per square yard each with full "break" in between, or .20 gallons per square yard AR-4000 uniformly in one coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40o F in the shade. A tack coat shall be applied at the following:

1. Pavement joints;
2. Areas where new pavement meets existing pavements, including planed surfaces;
3. Areas where lift sections from pavement placed on different days meet;
4. Trenches;
5. Areas where existing striping has been sandblasted; and
6. Raised valves and manhole covers.
7. To vertical surfaces of:
 - a.) Curbs
 - b.) Gutters
 - c.) Construction joints

If the finished surface of the asphalt concrete on the traffic lanes does not meet the specified surface tolerances, the surfacing shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be at the Contractor's expense.

If abrasive grinding is used to bring the finished surface to the specified surface tolerances, additional grinding shall be performed, as necessary, to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. Ground areas shall be neat rectangular areas of uniform surface appearance.

Asphalt concrete Type A will be measured by the ton of completed mixture in accordance with the provisions of Section 9-1.02 "Measurement," of the Standard Specifications.

The Contractor shall vacuum sweep all street surfaces immediately prior to the application of asphaltic materials.

Immediately after completion of final compaction of the finished asphalt concrete, the contractor shall place temporary striping tape to indicate centerline, lane line location, and stop limit lines. One 4" (100 mm) length piece of 3" (75mm) wide, reflectorized white foil tape shall be placed at approximately 20 ft. (6 m) on center for lane delineation, and two 4" (100 mm) length pieces of 3" (75mm) wide yellow reflectorized foil tape shall be placed parallel and 3" (75 mm) apart to delineate no passing line.

MEASUREMENT AND PAYMENT

Asphalt concrete overlay shall be paid for at the Contract unit price per **ton** for Type A ½" Hot Mix Asphalt Concrete Overlay. Said price includes full compensation for furnishing all labor, materials, tools, equipment, tack coat, and for doing all the work involved in constructing the asphalt concrete complete in place, as shown on the plans and specified herein, and no additional allowance will be allowed therefore.

Payment for asphalt tack coat shall be included in the contract prices bid for items requiring its use and no additional compensation shall be allowed therefore.

10-1.27 THERMOPLASTIC STRIPING AND PAVEMENT MARKERS

Thermoplastic Striping and Pavement Markers shall conform to the provisions in Section 84-2, "Thermoplastic Striping and Pavement Markers," of the Standard Specifications and these special provisions.

10-1.28 CONTRACT ITEMS OF WORK

Contract items of work are described herein, including the method of measurement and payment.

This section specifies the method of measurement and payment for this Contract. Any method of measurement and payment described in the Standard specifications in conflict herewith is declared null and void.

It is intended herein that compensation for the entire work is to be accomplished through the combination of the various Contract pay items of work and compensation outside of these Contract items will not be allowed except for extra work ordered in writing by the City. In preparing this bid, the Contractor is enjoined to be diligent in making sure that all of his/her costs are covered by the Contract items of work.

Attention is directed to the bidding schedule. The Contractor is to indicate unit price bid and total price bid for the estimated quantities as shown.

10-1.29 ABANDON EXISTING SEWER PIPES AND MANHOLES

Existing sanitary sewers and manholes to be abandoned, and which lie within a trench or other structure excavation, shall be removed from within the limits of required excavation necessary for the work.

Existing sanitary sewer pipes and manholes to be abandoned, but not required to be removed, shall be thoroughly sealed at all open ends, and at the structures in which they terminate as applicable. The open ends shall be sealed with brick and mortar.

In addition to sealing open ends as specified above, and when specifically required, all sewer mains, upon abandonment shall be filled with blown sand. Facilities to be filled shall be sealed at the downstream end, filled with sand, and sealed at the upstream end. Securely close each pipe end by installing a watertight plug of concrete, controlled density fill (CDF), controlled low-strength (CLSM), flowable mortar, plastic soil-cement or soil-cement slurry not less than two feet in length. Pipes to be abandoned that are non-continuous or are broken by construction activity are to be repaired sufficiently to contain the selected abandonment backfill material. If such repairs are impractical or infeasible, the pipe(s) shall be removed and disposed.

The bottom of the abandoned structures shall be perforated or broken to prevent the entrapment of water.

Payment for **Fill Exist Pipe with Sand and Abandon in Place** shall be paid for at the contract unit price per **linear foot (LF)** and shall include full compensation for, but not limited to, furnishing all labor, materials, equipment, tools, and incidentals required to complete all work in place and no additional compensation will be allowed therefor.

Payment for **Fill Exist Pipe with 2-Sack Slurry and Abandon in Place** shall be paid for at the contract unit price per **linear foot (LF)** and shall include full compensation for, but not limited to, furnishing all labor, materials, equipment, tools, and incidentals required to complete all work in place and no additional compensation will be allowed therefor.

Payment for **Fill Exist Manhole with Sand and Abandon in Place** shall be paid for at the contract unit price per **linear foot (LF)** and shall include full compensation for, but not limited to, furnishing all labor, materials, equipment, tools, and incidentals required to complete all work in place and no additional compensation will be allowed therefor.

Payment includes the disposal of all resulting material removed or encountered.

Full Compensation for removing and disposing portions of existing pipe and for sealing ends of open pipe, will be considered to be included with price paid for items requiring removing, disposing and sealing of ends and no separate payment will be made, therefore.

10-1.30 SANITARY SEWER PIPE

Sanitary sewer pipe shall be PVC SDR-35 and shall conform to the provisions in Section 6, "Sewers," of the City of Hughson Standard Specifications and these special provisions.

10-1.31 SANITARY SEWER TRENCH INSTALLATION

Trenching and excavation for open trench construction, including pits for pipe bursting, shall be performed in accordance with Section 6 "Sewers" of the City of Hughson Standard Specifications and as specified in the plans.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in trenching and excavation for pits for pipe bursting operations, backfill, and repaving, as specified in the Standard Specification, these special provisions, and in the plans, shall be considered as included in the prices paid for **Construct 10-Inch PVC (Pipe Bursting)** and no additional compensation will be allowed therefore.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in trenching and excavation for pits for reconnecting sewer laterals, backfill, and repaving, as specified in the Standard Specification, these special provisions, and in the plans, shall be considered as included in the prices paid for **Connect Sewer Laterals** and no additional compensation will be allowed therefore.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in trenching and excavation for open trench construction, backfill, and repaving, as specified in the Standard Specification, these special provisions, and in the plans, shall be considered as included in the prices paid for **Install 12" PVC-SDR 35** and for **Construct Sewer Spot Repair (Remove Portion and Install 24-Inch Pipe)** and no additional compensation will be allowed therefore.

The price per **linear foot (LF)** for **Install 12" PVC-SDR 35** shall be considered full compensation for all wyes, tees, bends; furnishing all equipment, materials, and labor for removing existing and installing new pipe; the excavation of the trench; the control for ground and surface waters; the preparation of sub-grade; potholing; placing and joining pipe; bedding, backfilling (including anchor blocks, slope anchors and backfill stabilizers), cement slurry, and compacting the trench; temporary resurfacing; removal and replacement of interfering surface improvements; replacement of any

pavement markers and striping; utility services; cleanup; and all other work necessary to install the pipe or conduit, complete in place.

10-1.31 SANITARY SEWER SPOT REPAIR

Sanitary sewer spot repairs shall be constructed in accordance with Section 10-1.31 "Sanitary Sewer Trench Installation" of these Special Provisions.

Three locations on the residential (east) sewer line on Tully Road require spot repairs. Contractor shall identify these locations in the field with the Engineer. At each location, Contractor shall remove the full stick of existing VCP pipe and install new PVC sewer. Fernco transition coupling, or approved equal, shall be installed per Detail "A" on the plans.

Measurement for **each (EA)** segment of **Construct Sewer Spot Repair (Remove Portion and Install 24-Inch PVC-SDR 35 Pipe)** shall include up to 10 linear feet of new pipe installed.

Payment for **Construct Sewer Spot Repair (Remove Portion and Install 24-Inch PVC-SDR 35)** shall be paid for at the contract unit price per **Each (EA)** and shall include full compensation for, but not limited to, furnishing all labor, materials, equipment, tools, and incidentals required to identify spot repair locations, remove existing portion of pipe, and install new pipe, complete in place and no additional compensation will be allowed therefor.

10-1.32 SANITARY SEWER MANHOLE

Contractor shall modify the bases of existing manholes in accordance with the project plans and the Standard Specifications and Drawings.

Measurement and Payment for **Modify Manhole Base** as shown on the plans shall be at the contract price bid per **each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in modifying manhole base as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

Payment for **Construct Precast Concrete Manhole per City of Hughson Std Detail 6-SS.1** shall be paid for at the contract unit price per **Each (EA)** and shall include full compensation for, but not limited to, furnishing all labor, materials, equipment, tools, and incidentals required to complete all work in place and no additional compensation will be allowed therefor.

10-1.33 SANITARY SEWER PIPE BURSTING

Definition and Description: Pipe bursting is a trenchless technology whereby reconstruction of the existing sanitary sewer is done by insertion of liner pipe within the bore of the existing pipe that is enlarged by breaking and expanding the old (existing) pipe into the surrounding soil and/or backfill materials surrounding the pipe. Use of this method for pipe replacement involves the insertion of a static, hydraulic or pneumatic hammer device, suitably sized, to break (crush) the existing pipe by using a modified boring knife with a flared plug that fractures the existing pipe material. Forward progress of the device may be aided by hydraulic or mechanical equipment as the device passes through the existing pipe. Replacement pipe is either pulled or pushed into the expanded bore hole. This method minimizes the amount of open trench and overlying surface disruption in order to replace/enlarge the existing pipeline.

Since sewer products are intended to have a minimum 50-year design life, and in order to minimize the Agency's risk, only proven products with substantial successful long-term track records will be approved. Additionally, the pipeline replacement Contractor/Subcontractor must have actual experience with the pipe bursting and/or open trench methods, equipment, materials and pipe joining (fusion) equipment and materials to be used in the project work. Proof of such work experience and product qualification submittal must be submitted with the Contractor's bid.

Reference Specifications, Codes, and Standards.

The following references are part of this Specification. In case of conflict between the requirements of this Specification and those of the listed documents, the requirements of this Specification shall prevail. The latest edition of the following reference shall be used.

ASTM D1248 Polyethylene Plastics Molding and Extrusion Materials

ASTM D1784 Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds

ASTM D2122 Determining Dimensions of Thermoplastic Pipe and Fittings

ASTM D2241 Poly (Vinyl Chloride) (PVC) Plastic Pipe (SDR-PR)

ASTM D2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading

ASTM D3034 Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings

ASTM D3350 Polyethylene Plastics Pipe and Fittings Materials

ASTM F679 Standard Specification for Poly (Vinyl Chloride) (PVC) Large Diameter Plastic Gravity Sewer Pipe and Fittings

ASTM F714 Standard Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter

ASTM F2620 Standard Practice for Heat Fusion Joining of Polyethylene Pipe and Fittings

Products and Contractors

Products and Contractors seeking approval must meet all of the following criteria to be deemed Commercially Acceptable for the work to be performed under this specification:

Product Qualifications

For a product to be considered Commercially Proven, a minimum of 250,000 linear feet or 1,000 line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the Engineer to assure commercial viability. In addition, at least 50,000 linear feet of the product shall have been in successful service within the State having a documentable history of performance. Such product experience qualifications shall be filed at the

time of the bid with the Agency.

The pipe production shall have ISO 9000 Certification or equal for its quality control and assurance programs. Proof of certification shall be required for approval of the Contractor and shall be submitted with the bid.

Contractor Qualifications and Performance

1. The Contractor shall be certified by the manufacturer of the proposed pipe bursting system as a fully trained user of the pipe bursting system. Operation of the pipe bursting system shall be performed by trained and experienced personnel who have participated in training conducted by a qualified representative of the pipe bursting system manufacturer, and in the actual use of the pipe bursting system on similar construction projects. The Contractor must provide certificates of training for any employee directly involved in the supervision and operation of the pipe bursting system.
2. PVC pipe jointing shall be performed by personnel trained in the use of butt-fusion equipment and the manufacturer recommended methods for new pipe connections. Personnel directly involved with installing new pipe shall have received training in the proper methods for handling, fusing of pipe joints and experienced with installing the type of pipe utilized. Such training shall have been conducted by a qualified representative of the fusion equipment manufacturer. Installation of other pipe materials shall be performed by personnel qualified by the specific product manufacturer and experienced in such work of installation.
3. For a Contractor to be considered as project qualified, for pipe bursting and open trench construction, the Contractor must satisfy all insurance, financial, and bonding requirements of the Agency, and present experience as follows: a) for the majority pipe bursting alternative, the contractor must have successfully accomplished a minimum of 50,000 feet of sewer pipe replacement-upsizing by pipe bursting and 8,000 feet of open trench replacement-upsizing, or b) for the majority open trench alternative, the contractor must have successfully accomplished a minimum of 50,000 feet of sewer pipe replacement-upsizing by open trench placement method and 28,000 feet of sewer replacement-upsizing by pipe bursting methods. The sewer pipe replacement experience must involve pipe diameters from 8-inch to 24-inch, including joining of butt-fused PVC pipe of the products bid herein. The required experiences can be that of the prime contractor and the named subcontractor specified for performing the respective type of sewer replacement work in the bid submittal. Acceptable documentation of these minimum installation experiences must be submitted to the City with the bid documents.
4. The Contractor shall have ISO 9000 Certification or equal documentation for quality control and assurance programs for its operations. Proof of certification/documentation shall be required for approval of the Contractor and shall be submitted with the bid.

Contractor Submittals

The Contractor shall submit the following items in compliance with the specifications, codes, and

standards referenced herein for review and approval by the City. Review and approval of items 1 thru 3 below, by the Agency, shall be accomplished prior to the award of contract. Review and approval of the remaining item submittals, by the Agency, shall be obtained prior to ordering pipe materials and/or the start of the pipe replacement process.

1. Certifications from the pipe material manufacturer of training in the proper method for handling and installing new sewer pipe to be installed under this specification.
2. Certifications of training by the pipe bursting systems manufacturer stating that the operators have been fully trained in the use of the pipe bursting equipment by an authorized representative of the equipment manufacturer.
3. Certifications of training by the pipe fusion equipment manufacturers that the operators have been fully trained in the use of the fusion equipment by an authorized representative of the equipment manufacturer.
4. Detailed construction procedures, and layout plans to include sequence of construction.
5. Locations, sizes and construction methods for the service reconnection pits.
6. Methods of construction, reconnection and restoration of existing service laterals.
7. Detailed descriptions of the methods of modifying existing manholes.
8. Detailed procedures for the installation and bedding of the new pipe in the launching and receiving pits.
9. Sewer bypass plans (SBP) and methods and list of equipment to be utilized.
10. Description of the method to remove and dispose of the existing/host pipe, as required.
11. The safety plan in conformance with the Contract Documents and OSHA regulations.
12. Manufacturer's technical data showing complete information on material composition, physical properties and dimensions of the new pipe and fittings. Manufacturer's recommendations for transport, handling, storage, and repair of pipe and fittings shall be included.
13. Traffic control plans.
14. Project schedule.
15. All necessary shop drawings applicable to the work.
16. Contingency plans for the following potential conditions:
 - a. Unforeseen obstruction(s) causing burst stoppage, such as unanticipated change(s) in host pipe material, repair section(s), concrete encasement(s) or cradle(s), buried or abandoned manhole(s) or changes in direction not depicted

on maps provided by the Contracting Authority.

- b. Substantial surface heave occurs due to the depth of the existing pipe vs. the amount of upsizing
- c. Damage to existing service connections and to the replacement pipeline's structural integrity and methods of repair.
- d. Damage to other existing utilities.
- e. Loss of and return to line and grade.
- f. Soil heaving or settlement.

Delivery, Storage and Handling of Pipe Materials

The Contractor shall transport, handle, and store pipe and fittings as recommended by the materials manufacturer.

New pipe and fittings that are damaged before or during installation shall be repaired or replaced, as recommended by the manufacturer or required by the Engineer. The costs of such repair or replacement shall be borne by the Contractor and be accomplished prior to proceeding with the project.

The Contractor shall deliver, store and handle other materials as required to prevent damage. Materials that are damaged or lost shall be repaired or replaced by the Contractor at no additional expense to the Agency.

Methods of Pipe Bursting

The most commonly used methods for pipe bursting are static and impact force. Static systems are hydraulic, while impact systems generally involve a combination of pneumatic and hydraulic technology. The main difference between methods is the manner in which the force is generated and transferred to the host pipe during the bursting operation.

The pipe bursting tool shall be designed and manufactured to force its way through existing pipe materials by fragmenting the pipe and compressing the old pipe sections into the surrounding soil as it progresses. The bursting unit shall generate sufficient force to burst and compact the existing pipeline. See manufacturer's specifications for what size tool should be used in what diameter of pipe, as well as parameters of what size tool for percentage of upsize allowed.

The pipe bursting tool shall be pulled through the sewer by a winch or rod located at the upstream manhole. The bursting unit shall pull the polyethylene (PE) pipe with it as it moves forward. The bursting head shall incorporate a shield/expander to prevent collapse of the hole ahead of the new pipe insertion. The pipe bursting unit shall be remotely controlled.

The bursting action of the tool shall increase the external dimensions sufficiently, causing breakage of the existing pipe at the same time expanding the surrounding ground sufficiently to pull or push in the new pipe.

Locating Utilities

The Agency shall provide the Contractor with copies all documents relating to the location of utilities adjacent to the pipe to be replaced or upsized. The Contractor shall, prior to starting work, verify the location of all adjacent utilities (potholing as necessary). The minimum clearance from other utilities shall be approximately two feet or as otherwise dictated by the materials involved or the owning entity. The Agency may at its discretion reduce the minimum clearance.

The Contractor shall expose all interfering and crossing utilities by spot excavating at the planar intersection of the pipe and removing the soil from around the utility. The cost of exposing these utilities shall be as incorporated in the contracted items of work.

Sub-Surface Conditions

The Contractor shall verify the Agency's available information in the field. All additional subsurface investigations deemed necessary by the Contractor to complete the work shall be included in the Bid Proposal at no additional cost to the Agency. Copies of all reports and information obtained by the Contractor shall be provided to the Engineer.

A minimum amount of ground heaving may be allowed, as determined by the Engineer, if soil conditions are not favorable to the planned up-sizing of the sewer pipe. Unless otherwise noted in the contract documents, settlement or heaving of the ground surface during or after construction will not be allowed. The Contractor is solely responsible for the costs for repairing any surface heaving or settlement.

Locating Service Connections

The Contractor shall locate and expose all sewer service connections prior to new mainline pipe insertion to expedite reconnection. The Contractor shall exercise due diligence in excavating the existing pipe sufficiently to allow for uniform circumferential expansion of the existing pipe through the service connection pit. Upon commencement of the bursting process, pipe insertion shall be continuous and without interruption from one entry point to another, except as approved by the Engineer. Upon full completion of insertion and relaxation of the new pipe, the Contractor shall expedite the reconnection of services to minimize any inconvenience to the customers.

Pipe Joining

The polyvinyl chloride (PVC) pipe shall be assembled and joined at the site using the butt-fusion method to provide a leak proof joint. Threaded or solvent-cement joints and connections are not permitted. All equipment and procedures shall be used in strict compliance with the manufacturer's recommendations.

Fusion shall be performed by technicians certified by a manufacturer of pipe fusion equipment.

The butt-fused joint shall be true alignment and shall have uniform rollback beads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure. The fused joint shall be watertight and shall have tensile strength equal to or greater than that of the pipe. All joints shall be subject to acceptance by the Engineer prior to

insertion.

The Contractor shall cut out and replace defective joints at no additional cost to the Agency. Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness (ASTM 585), shall not be used and must be removed from the site. However, a defective area of the pipe may be cut out and the joint fused in accordance with the procedures stated above. In addition, any section of the pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness or any other defect of manufacturing or handling as determined by the Agency shall be discarded and not used.

Terminal sections of pipe that are joined within the insertion pit shall be connected with a mechanical coupling (e.g. a full circle stainless repair clamp), Electro Fusion Couplings (e.g. Central Plastics or equivalent) or a non-shear restraint coupling. All connections shall be in conformance with the manufacturer's installation procedures.

Bypassing of Flows

The Contractor shall be responsible for continuity of sanitary sewer service to each facility connected to the section of sewer main during the execution of the work and shall also bypass the main sewer flow around the pipe to be replaced, or into adjacent sanitary sewers, if available. The pumps and the bypass lines shall be of adequate capacity and size to handle all flows without sewage backup to private property. The Contractor shall be solely responsible for clean-up, repair, property damage costs and claims resulting from failure of the flow diversion system.

The Contractor, at the sole discretion of the Engineer, may plug the main line sewer at an existing upstream Manhole or by any other method specified in the contract documents and approved by the Engineer.

The Contractor shall submit to the Agency specifications for all pumping equipment to be used on the job (including all sizing calculations) and a list of all backup pumping equipment to be held in reserve on the job site. The pumps and by-pass lines shall be of adequate capacity and size to handle all flows.

All costs for by-pass pumping, required during installation of the pipe shall be included in the sewer bypass system bid item of work.

Lubrication

Lubrication on the new pipe being installed shall be used if in the opinion of Contractor such lubrication is necessary to ensure the successful completion of the job. The Contractor shall use a lubricant approved by the Engineer.

Service Lateral Reconnection

The installed pipe shall be allowed the manufacturer's recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to any reconnection of service lines. Following the suitable relaxation period, the Contractor shall reconnect all service

connections as approved by the Engineer.

Service connections shall be reconnected to the pipe by using connectors approved by the pipe manufacturer and in conformance with the specified installation procedure. Service connections shall be wrap type around saddle connections (e.g. FERNCO or equivalent), Cast Iron w/ Gasket, T Connection (e. g, Inserta-T or equivalent or Electro Fusion (e.g. Central Plastics, Phillips Driscopipe, Plexco or equivalent)

Connections to the existing service lateral shall be made using flexible couplings. All flexible couplings shall conform to ASTM C425. Joint deflection limits and lateral connections shall meet the maximums indicated in ASTM C12 and C425.

The slope of the existing lateral toward the newly installed sewer main shall be maintained at the existing percent. For reconstructed laterals, a minimum slope of two percent (2%) or as specified by the Agency is required.

Connection of the new service lateral to the mainline shall be accomplished by means of a compression-fit service connection. The service connection shall be specifically designed for connection to the sewer main being installed and shall be Inserta Tee as manufactured by Fowler Manufacturing Co or equivalent and installed using procedures and equipment as referenced in manufacturer's written installation instructions.

Connection Types Available for All Mainlines

TYPES	GASKETTED BELLSDR 35	GASKETTED BELLIPS/SCH 40
PVC Hub	ASTM D3034 SDR 35	ASTM D3034 SDR 26
Rubber Boot	ASTM C443	ASTM C443
Band	301 SS	301 SS
Screw	305 SS	305 SS
Housing	301 SS	301 SS
Gasket	ASTM F477	ASTM F477

Restoration

Restoration of Manholes

The Contractor shall restore all manholes and associated surface areas to their original condition or as required by the Engineer and specified in the description of work.

Prior to restoring manholes, the installed pipe shall be allowed to cure for the manufacturer's recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to the sealing of the annulus or backfilling of the insertion pit. Sufficient excess length of new pipe, but not less than two (2) to four (4) inches, shall be allowed to protrude into the manhole to provide for occurrence. Restraint of pipe ends shall be achieved by means of

Central Plastics Electro Fusion coupling or equivalent. The electro fusion couplings shall be slipped over pipe ends against manhole wall and fused in place. Installation of electro fusion couplings shall be done in accordance with the manufacturers recommended procedures.

Following the relaxation period, the newly installed pipe shall be restrained and sealed at the Manhole in accordance with the manufacturers recommended procedures and with a material approved by the Engineer.

Restoration of the bottom of the Manhole shall be done as follows:

- a. For restorations less than or equal to three inches grout shall be used. The grout design mix shall meet or exceed 500 psi (3,447 kPa) compressive strength at 28 days. The Contractor may, with the approval of the Engineer, incorporate grout additives to improve flow properties, provided that the minimum compressive strength requirements are met.
- b. For restorations greater than three inches concrete shall be used. Concrete shall be as specified in the Contract Documents.

Restoration of Pits

The Contractor shall restore all lateral, launching and receiving pits and associated surface areas to their original condition or as required by the Engineer and specified in the description of work.

Prior to backfilling lateral and launching pits, the Contractor shall ensure that the new pipe is properly supported and on the required grade. Suitable material, approved by the Engineer, shall be used immediately under the new pipe as support in order to avoid sagging after backfill and compaction.

Field Testing

The Contractor shall after the existing sewer is completely replaced perform an internal inspection with a television camera and videotape. The finished tape shall be continuous over the entire length of the sewer between two manholes or as specified by the Engineer.

The newly installed pipe shall be visibly free of defects, which may affect the integrity or strength of the pipe, and of any obstructions to flow capacity. If in the opinion of the Engineer such defects exist, the pipe shall be repaired or replaced at the Contractor's expense.

Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness shall not be used and must be removed from the site.

CCTV Inspections

The Contractor shall perform post construction internal television inspections as required by Section 10-1.35 CCTV Inspection of these special provisions. Each reach of sewer shall have audio description with appropriate stationing of services indicated. The data and stationing are to be on the video. All such inspections shall be performed by personnel trained in locating breaks,

obstacles and service connections by closed circuit color television.

Post construction video tapes (records) are to be submitted to the Agency for review prior to final payment. Should any portion of the inspection tapes be of inadequate quality or coverage, as determined by the Engineer, the Contractor will have that portion video taped at no additional expense to the Agency. All original video tapes remain property of the Agency. The Contractor may, at the discretion of the Agency retain second copy.

Warranty

The Contractor shall provide a warranty to be in force and effect of a period of one year from the date of final acceptance of the work. The warranty shall cause the Contractor to repair or replace the liner pipe should failure result from faulty materials or installation.

Payment

Install 10-Inch PVC SDR-35 (Pipe Bursting) shall be paid at the contract unit price per **linear foot (LF)** installed of the pipe specified, and shall include full compensation for furnishing all labor, materials, tools, equipment and back up equipment necessary for pipe bursting, pipe placement; transportation and technical competence, saw cutting, excavation, shoring and backfilling per the manufacturers' instructions and/or per the Contract Documents; cutting and/or removing pipe lining; replacement of any pavement markers and striping; temporary by-passing of other utility services; cleanup, off-site disposal of all refuse and excess material; de-watering as necessary, shoring, temporary and permanent restoration of surfaces and pavement and all appurtenant work.

Pipe shall be measured along the longitudinal axis between the ends as laid, shall include the actual pipe in place and shall exclude the inside dimensions of the Manholes.

Replacement and modification of the Manhole inverts and bottoms shall be considered as part of Modify Manhole Base and no additional compensation will be allowed.

Payment for **Connect Sewer Laterals** shall be paid for at the contract unit price per **Each (EA)** and shall include full compensation for, but not limited to, furnishing all materials, labor, equipment, and supplies necessary for the complete installation, including replacement of up to six (6) feet of existing service lateral for external connections, saw cutting, excavation, shoring and backfilling removing and reconstruction existing finish surface, complete, in place, and accepted, and no additional compensation shall be allowed therefor.

10-1.34 SEWER BYPASS

The Contractor shall implement a Sewer Bypass Plan.

Mainline Flows. The Contractor shall be responsible for continuity of sanitary sewer service to each connected facility during execution of the work. Prior to any work on the City's sewer collection system, including but not limited to work on mainlines, force mains, manholes or connections to trunk sewer pipelines, the Contractor shall prepare and submit to the Engineer for approval a comprehensive Sewer Bypass Plan (SBP) detailing the exact methods and procedures to be used for full flow diversion. The SBP shall include, but not be limited to, the following

elements:

- Written procedures for bypass operations, including approximate peak flows.
- Specific location and configuration of pumping equipment for each bypass.
- Approximate pipe alignment for each bypass including vehicle access provisions.
- Whether pumping configuration plans provide for automatic flow regulation or continuous monitoring by the Contractor. The Engineer may require that the pumping system be continuously manned during operation. The SBP shall specify that the operator of the pump is qualified, as determined by the Engineer.
- Shop drawings for the bypass piping system and pump(s) indicating peak bypass capacity.
- The location of nearby storm drain inlets and methods and configurations of covering and sandbagging these drainage facilities to ensure that in the event of a sewer spill, no sewage enters the storm drain system or exits the immediate vicinity and is instead collected by portable pumps.
- Provisions for stopping work and/or providing additional standby pumping capacity if significant abnormal rainfall occurs or is predicted during the Contract period.
- Methods for expediting the construction to minimize pumping time.
- Spill response and notification procedures including 24-hour emergency phone numbers.

The Contractor shall base its full flow bypass system design on expected flow data and shall clearly indicate the rated bypass pumping capacity proposed. The primary bypass system shall be designed to handle 120% of the peak flow. A "backup" bypass pumping system shall also handle 120% of the peak flow. Both systems shall be combined for immediate switch over for emergency or testing. The pumping bypass system shall be manned continuously by an experienced operator while it is in operation as required by the Engineer. A minimum of 8 hours of emergency fuel storage is required on-site. When first in operation, the pumping system shall be tested in the presence of the Engineer.

The approved SBP shall remain on-site during all portions of the work. Specific notification requirements and procedures shall be confirmed at the project pre-construction meeting.

The Contractor is solely responsible for any releases of raw sewage due to failure of any component of the bypass pumping system, including backup containment measures. The Contractor shall reimburse the City for any and all costs such as assistance in cleanup and traffic control in case of sewer spill in conjunction with this work, fines by other government agencies and water quality testing costs.

The cost for preparation and implementation of the SBP shall be included in the bid item for sewer bypass system, and no additional compensation shall be provided therefor.

Sewer Lateral Flows.

The Contractor shall control intermediate sewer lateral flows, to the extent possible, by notifying all residents or businesses connected to intermediate laterals of intended hours of work in the area, and of the need to curtail water usage during those hours. The Contractor shall notify residents and businesses in writing at least forty-eight (48) hours before proceeding with any work that might require restricted water usage and shall inform the local water district of such notification. The water closure and notice must be approved by the Engineer prior to distribution. The Contractor shall arrange for water meter closures, if approved by the Engineer, to control intermediate lateral flows.

In case sewer service to a residence or business cannot be shut down, bypass pumping will be necessary. This may be performed by pumping sewage through individual private property sewer cleanouts. If there is no accessible on-site sewer cleanout, the Contractor shall construct an accessible sewer cleanout along the existing sewer lateral, or pump sewage to the nearest downstream manhole, as approved by the Engineer. The Contractor shall not disrupt sewer flow for any restaurant, hotel, or major business facility having a fairly continuous sewage discharge, as determined by the Engineer. For any laterals with flows exceeding ten (10) gallons per minute, the Contractor shall prepare a SBP.

If a sewage backup occurs and enters buildings, the Contractor shall be responsible for cleanup, repair, property damage and other related costs.

Payment

Payment for **Prepare and Implement Sewer Bypass System** shall be at the contract bid price per **Lump Sum (LS)** and shall be complete per plan including all appurtenances and related materials for installation of sewer bypass system and no other payment shall be made therefore.

10-1.35 CCTV INSPECTION

Prior to rehabilitation, a post-cleaning CCTV inspection shall be performed. Video inspections shall be recorded on a digital storage device. All original digital recordings, log sheets, and reports shall be submitted to the Engineer and will become the property of the Agency.

CCTV inspection shall be performed utilizing one of the following video camera systems:

- a) remote-focus stationary lens camera;
- b) rotating-lens cameras; or
- c) pan-and-tilt cameras.

CCTV inspection for re-instating service connections shall be performed utilizing system b) or c).

The Contractor shall televise the pipeline during optimum low-flow level conditions, as pre-approved by the engineer. The CCTV inspection camera shall be moved through the pipeline in a downstream direction at a uniform rate, stopping when necessary to ensure proper

documentation of the condition, but in no case, shall it be moved through the pipeline at a speed greater than 30 feet per minute. A clear picture shall be provided looking into each service connection. If the CCTV inspection camera will not pass through the entire pipeline section, the Contractor shall reset the equipment at the downstream manhole and attempt to inspect the section of the pipe from the opposite direction. If the camera fails to pass through the entire section, it shall be assumed that an obstruction exists. Efforts to televise that section of pipe shall be temporarily suspended and the Contractor shall notify the Engineer. Upon removal of the obstruction, the Contractor shall complete the CCTV inspection.

If an obstruction is encountered, the Contractor shall remove the obstruction by excavation, repair, or other means approved by the Engineer, in order that CCTV inspection may continue.

Documentation shall consist of a color, digital recording, log sheets, and a written report detailing the post-rehabilitation condition of the pipeline and lateral connections/opening. The report shall note the time and date of CCTB inspection, street name, upstream and downstream manhole, direction of view, direction of flow, surface material, pipeline length, pipe section length, pipe size, pipe material, lateral connections, digital recording number, counter number, and a detailed logging of defects encountered. If the quality of the digital recording is deemed to be unacceptable by the Engineer, the pipeline shall be re-televised.

For the post-installation CCTV inspection, the Contractor shall hire an experienced, independent video inspection service to perform a recorded video inspection of the project sewer mains in accordance with the Standard Specifications. The CCTV inspection must be accomplished by trained operator(s) certified in accordance with National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) and using established PACP coding and observations in assessing the pipeline conditions. The submittal of an initial sample deliverable for confirmation is also requested.

Prior to post- installation video inspection, the following work must be completed:

1. All sewer pipelines are installed and backfilled.
2. All structures are in place, all channeling is complete, pipelines are accessible from structures, and all active and open service lateral connections have been re-installed as required.
3. All other underground facilities, utility piping, and conduits are installed and their trenches compacted.

When the above work has been completed, the Contractor shall notify the Engineer 48 hours in advance of the date for video inspection. During this inspection, the Contractor or his authorized representative shall be present to observe the video pictures as provided by the video camera. The recorded video inspection shall be completed within 10 days of accomplishing the above work.

The following observations shall be entered into the CCTV video inspection log, and are considered defects in construction of the sewer pipelines and will require corrections prior to final acceptance:

1. Off-grade - 0.08 foot, or over, deviation from grade.
2. Separated, misaligned or dropped joints.
3. Cracked or damaged pipe or evidence or presence of an external object bearing upon the pipe (rocks, roots, etc.).
4. Less than a 90% clear opening from the service lateral into the main sewer pipe and no intrusion.
5. Infiltration or exfiltration in excess of maximum permissible as specified in Subsection 94-2.01D of Caltrans Standard Specifications.
6. Debris or other foreign objects in the line.
7. Other obvious structural and/or maintenance deficiencies that impair the serviceability or sustainability of the facility.

The Contractor and Engineer shall be notified, in writing, by the video inspection service of any deficiencies revealed by the inspection that will require repair, following which the Contractor shall excavate and make the necessary repairs in the presence of the Engineer. All repairs shall be made prior to commencing any work in the next area or construction zone.

The personnel making the inspection shall maintain a continuous log of the inspection. Each log shall be marked with the date of the inspection run. Each log entry shall be consecutively numbered for positive identification in subsequent correspondence or references.

Upon completion of inspection of the entire project (manhole to manhole runs), the Contractor or his authorized representative shall sign under the last entry of the log sheet to certify that he was present as an observer during the inspection. After this signature, the Contractor shall be delivered duplicate or reproduced copies of the log. The Engineer shall be given the original log. The Engineer shall also be given a digital copy on a CD of the unedited CCTV inspection.

Those portions of the pipeline system that have been corrected shall be repeated until all deficiencies observed by video inspection have been corrected to the complete satisfaction of the Engineer. The cost of re-inspection of defective work shall be the responsibility of the Contractor.

If upon exposing the pipeline it is found that reported defects do not actually exist, the Agency shall reimburse the Contractor for his cost of excavation, backfill, and re-compaction, but only if the Engineer is present at the time of excavation and verifies the adequacy of the installation.

Payment

Payment for **CCTV Inspection** shall be at the contract unit price per **Linear Foot (LF)** and shall include all labor, materials, equipment, and tools necessary to perform work, including but not limited to pipe cleaning and CCTV inspection, and no additional compensation will be made therefor. Measurement may be made on either the footage counter of the tape, or the footage counter on the cable, and shall be based on the actual length of pipe televised.

10-1.36 WATER PIPE

Water pipe, valves, meters, fire hydrants, service laterals, etc. shall conform to the provisions in Section 5, "Water" of the City of Hughson Standard Specifications and these special provisions.

Payment

Payment for **Construct New 1" Water Service Lateral From Existing Water Meter To Existing 8" Transite Water Per City Standard Detail 5-W.9.** shall include all labor, materials, equipment, and tools necessary to perform work, including but not limited to saw cutting, excavation, shoring and backfilling, pipe, saddle, and no additional compensation will be made therefor.

Contractor shall follow all OSHA regulations for construction with and near asbestos pipe, and follow all hazardous waste management guidelines per Section 14-11 of the Caltrans Standard Specifications.

Payment for **Remove Existing Water Service Lateral From Existing Water Meter To Existing 4" DIP Water** shall include all labor, materials, equipment, and tools necessary to perform work including but not limited to saw cutting, excavation, shoring and backfilling and no additional compensation will be made therefor.

Payment for Removing Existing and Installing New city-provided Water Meter shall be included in the price for **Remove and Install New Water Meter** and shall include all labor, materials, equipment, and tools necessary to perform work and no additional compensation will be more therefor. City will furnish new water meter.

APPENDIX A STANDARD PLANS

SECTION 5

WATER

5.1 GENERAL

Water system improvements proposed for inclusion into the City shall be designed in accordance with the criteria set forth herein, and pursuant to the current Water System Master Plan, unless otherwise approved in writing by the City Engineer. Maps and Plans for developments for which the City Engineer deems there to be insufficient water supply shall not be approved.

The design shall take into consideration physical conditions known to exist at the time and place of each installation and the probable operating requirements. Where such conditions render sections of these Specifications inapplicable, alternative methods of design may be substituted to the City, and upon written approval by the City Engineer thereof, may be incorporated in the plan.

Water mains and services shall be installed by a Developer or City Contractor holding the appropriate license for such work under the provisions of the State of California Business and Professions Code.

5.2 DESIGN

Permanent dead ends over 300 feet in length shall have circulating ties on twenty feet easements through side lot lines, unless modified at the option of the City.

Pipelines 8-inches and smaller shall be installed with a minimum of 36-inches of cover between the top of the pipe and the finished grade. Pipelines 12-inches or greater shall be installed with a minimum of 48-inches from the top to the finished grade.

For single family residential areas, all water mains shall be sized to provide 1000 gallons per minute fire flow from each of 2 adjacent fire hydrants flowing simultaneously with 20 pounds per square inch residual pressure. Size of water mains in high density residential, commercial, and industrial developments shall be designed by the design Engineer and approved by the City.

This fire flow can generally be obtained using the following design standards:

- 1/2 mile looped grid - 10 inch mains or larger

- 1/4 mile looped grid - 8 inch mains

- Dead end mains with a fire hydrant - 8 inch mains

- Distribution system, looped - 8 inch mains

The distribution layout shall be a looped grid insofar as possible. Dead-ends shall have blowoff assemblies installed for flushing mains as shown on Drawing No W.2.

Water mains shall be 5' from centerline, as measured from centerline to the nearest side of the pipe. Water mains shall be on the opposite side of the centerline from the sewer line.

There shall be a minimum of three valves at tees and four valves at crosses. Valves on transmission mains should be spaced a maximum of 800 feet apart in residential areas and 500 feet in commercial areas.

Main Valves: Main valves shall be located so that any section of water system can be controlled by operating a maximum of 3 valves. In addition, valves shall be spaced so that a maximum of 1,000 feet of water main is controlled by the valves. When a butterfly valve is used, butterfly operator shall be toward nearest property line.

SYSTEM PRESSURE - Water distribution systems shall be designed so that normal operating pressure at service connections to the distribution system are no less than 40 pounds per square inch (psi) and no more than 90 psi under normal demand conditions. During periods of maximum day plus fire flow demand, the pressure shall not be less than 20 psi near the flowing hydrants that supply the fire flow demand.

RELIEF VALVES - Appropriately sized air vacuum release valves shall be located at all high points along the pipeline alignment and at all "dead ends" that occur at a high points. Air/Vacuum shall be located at points of excess negative pressure. And combination valves may be applied where appropriate. Refer to AWWA Manual M51 for further design guidelines.

Additionally, for all pipelines of 16-inch diameter and greater, an air vacuum valve shall be located on the downstream side of all mainline valves.

On arterial streets, air vacuum valves are to be placed prior to the curb radius with service in perpendicular with the mainline. All air vacuum valves shall be constructed per City Standards.

SYSTEM DEMAND CRITERIA - shall be in accordance with the water demand factors and peaking factors defined in the most recent City of Hughson Water Master Plan.

PIPE SIZING CRITERIA - The standard water pipeline sizes allowed in the City for new developments shall be 8-inch, 12-inch, 16-inch, 20-inch, 24-inch, 30-inch, 36-inch, and 42-inch in diameter.

Pipeline velocities shall not exceed 5 feet per second (fps) during peak hourly flow and not exceed 10 fps during maximum day plus fire flow.

In commercial and industrial areas, the standard minimum pipe size shall be 12-inches in diameter.

The City reserves the right to require 12-inch diameter minimum size pipelines in residential

areas, with no incremental diameter upsizing cost to the city, when necessary, as determined by the City.

The City may require pipe sizing in excess of the minimum size as determined by the design criteria herein when the facilities being constructed will serve, or may be extended to serve, additional lands.

POTABLE PIPELINE LOCATION - Installation of potable water lines adjacent to existing or proposed sewer lines, recycled water lines, and storm drains shall be in accordance with the Department of Health Services regulations, or City requirements, whichever is greater. The separation of water and sewer mains shall be in conformance with City Standard Drawing No. W-5. Generally, potable water pipelines shall be located above sewer lines and recycled water lines, preferably with a minimum clearance of 3 feet for perpendicular pipes, and parallel with a clearance of at least 10 feet (O.D. to O.D.) away from sewer lines.

When cover cannot be provided, concrete encasements or protective slab construction over the pipeline may be substituted. City staff shall be consulted, as special approval is required.

BACKFLOW PREVENTION - A backflow prevention device shall be required on domestic water service connections and irrigation water service conditions on all industrial or commercial buildings.

Backflow prevention devices shall be required on domestic water connections where water from other sources may become cross-connected to other water supplies or sources as determined by the City.

An approved backflow prevention device is required by Title 17, Drinking Water Supplies, of the California Administrative code, and shall be installed in conformance with City Standard Drawing No. W-7.

Water meters shall not be installed until after an approved backflow prevention device is installed.

WATER SAMPLING STATIONS - Where water sampling stations are required, as determined by the City, the stations shall be constructed in accordance with City Standard Drawing No. W-6 and No. W-6A.

Sampling stations shall be located at least 100 feet from a fire hydrant

Sampling stations shall not be placed past the last service connection on a dead end main.

For each water source, there shall be one sampling station located where raw (untreated) water from the source can be sampled.

WATER SYSTEM FACILITY DESIGN - The City will provide design oversight for new water system facilities design for facilities such as wells, treatment, storage tanks, or pressure reducing stations.

Site selection of all water system facilities shall be approved by the City and meet the requirements of the State Department of Health Services.

The layout of new well sites shall be in accordance with Standard City Drawing No. W-12 and AWWA Standard A100-06.

5.3 PIPE

Pipe used in construction of water distribution systems shall be either ductile iron pipe (DIP) or plastic pipe (PVC) and shall meet the standards of the American Water Works Association (AWWA), where applicable.

A. Ductile Iron Pipe (D.I.P.)

Ductile Iron Pipe shall have "Tyton Joints", "Ty-Seal Joints", or approved equal and shall conform to the current standard specifications of A.W.W.A Standard C-151/A21.59. Fittings shall conform to A.W.W.A. Standard 0110, joints shall conform to A.W.W.A. C111/A21.11 for rubber gasket joints.

A. Poly-Vinyl Chloride Pipe (PVC)

Poly-Vinyl Chloride Pipe shall conform to A.W.W.A. C900 Class 150 for up to 10 inches and C-905 for pipes 12 inches and larger for use in municipal water systems and fire protection lines. Rubber rings shall conform to manufacturers' recommendation.

Poly-Vinyl Chloride Pipe shall be suitable for the purpose intended and shall be installed as per manufacturer's recommendations, and these Standards.

B. Water Lines

All mains shall include #12 copper tracer wire. The wire shall be connected to all valves and fittings.

5.4 FITTINGS

Bends, tees and other fittings shall be Cast Iron, Class 150 A.W.W.A. C-900 or C-905 for use with Poly-Vinyl Chloride. Cast Iron Pipe and Ductile Iron Pipe fittings shall be manufactured by Olympic Foundry, Phoenix Iron Works, or approved equal.

All fittings for use with PVC C900 pipe shall be cast-iron outside diameter push-on or mechanical joint fittings with exception of fittings with valves which shall be push-on or mechanical joint by flange. Ductile iron fittings shall be classified as "compact ductile iron fittings" and shall be produced in accordance with ANSI/AWWA A21.53/C153. Unless otherwise specified, the interior of ductile iron fittings shall be lined with uniform thickness of cement mortar "double thickness" then sealed with a bituminous coating in accordance with AWWA C104. the outside surfaces of the DIP fittings shall be coated with a bituminous coating in accordance with ANSI A21.6 or A21.51.

All ductile iron fittings shall be polyethylene encased at the time of installation. Polyethylene encasement and installation shall be in accordance with AWWA C105.

Fittings shall be handled and jointed as specified for pipe installation herein. Reaction or thrust blocking shall be constructed at bends, tees, dead ends and where changes in pipe diameter occur. Blocking shall be made of Class B concrete, and shall be placed between undisturbed ground and the fitting to be anchored. The area of bearing on the pipe and on the ground shall be that required by Standard Drawing No. W.4. The blocking shall be placed so that the joints of the pipe fittings will be accessible for repair.

5.5 VALVES AND VALVE BOXES

Valves shall be located on the discharge side of pipe connections; minimum 4 at crosses, 3 at tees, and always at the beginning of dead end mains. The City may require additional valves on critical sections or where the proposed valves requires closing more than 3 valves to isolate a section of pipeline.

Valves on transmission mains should be spaced a maximum of 800 feet apart in residential areas and 500 feet in commercial areas.

Isolation valves shall be flanged to the tee or cross within the street intersection. All isolation valves shall be direct buried (no vaults are required).

Valves and valve boxes shall be installed at the locations shown on the plans.

All valves shall be Dresser "450" Gate or Mueller A-2380 gate valve, or approved equal and shall be the rubber-seated, tight-closing type conforming to the current A.W.W.A. Specification C-504. Valves shall open left and be equipped with a 2-inch A.W.W.A. approved operating nut.

Valves boxes shall be Christy G5 with Christy Iron cover or approved equals. The following materials may be used for extensions: 8" Poly-Vinyl Chloride Pipe, (with a minimum 50 foot head); or approved equal. All valve boxes shall be installed to finished grade as per City Standard Drawing No. W-1.

5.6 WATER SERVICE MATERIALS

Each individual property shall have a separate water service complete from the water main to the property. The minimum size water service is 1-inch.

For properties other than single family residential, and for non-typical single family residential, the Design Engineer shall determine the water service size. For making such determination the Design Engineer shall take into account the anticipated water use, water pressure requirements, and property size. Concerns for fire water service shall also be considered.

Polyethylene Pipe may be used for all 1-inch through 2-inch water services.

Cast Iron, Ductile Iron or Galvanized Steel Pipe shall be used for all water services larger than 2 inches.

If abnormal or unusual conditions exist, the City may approve alternative pipe materials.

All water services, including meter boxes, shall be installed in accordance with City of Hughson's Standard Drawings No. W.8, W.9, W.10, or W.11.

Service and meters shall be sized in accordance with the provisions of Section 1009 of the uniform Plumbing Code, using minimum pressure expected in the system.

Minimum meter size shall be 5/8" x 3/4".

All water service connections shall be metered with Badger Radio Read Meters with Pit Orion Recordall Transmitter Register or Approved Equals.

In addition, to a domestic water service meter, all commercial/industrial/municipal projects shall be required to provide a separate landscape irrigation meter.

5.7 MATERIALS TO BE FURNISHED AND INSTALLED BY DEVELOPER

The Developer or City Contractor shall furnish all labor, material, equipment and appliances required to complete the water mains and services specified.

5.8 STAKING OF WATER MAINS AND SERVICES

The water lines and services shall be staked by the Developer's Engineer on the project and installed by the Developer. Staking will be provided by the City on projects installed by City.

5.9 EXCAVATION

The Contractor shall perform all excavations necessary or required to construct all pipelines and structures. Excavation shall include the removal and disposal of all materials of whatever nature encountered. Trenches shall be excavated in open cut, following neat parallel lines equidistant from the centerline; such line shall be staked as set-forth in Section 5.8. No tunneling or jacking will be permitted without written permission from the Engineer. Trenches will be sufficient width to provide clearance for bracing, support and working space.

Care shall be taken to preserve all surface and subsurface facilities in the work area.

The trench shall be excavated to a minimum of 2 inches below the grade of the bottom of the pipe and 2 inches below couplings and bells. If any of the trench bottom is in material too hard to permit proper bedding of the pipe, excavation must be carried to a depth at least 4 inches below the grade of the bottom of the pipe, and this over-excavation shall then be brought to grade with approved material compacted in place. Should the trench bottom at any location be of material which will not afford a sufficient sound foundation,

it shall be excavated to a depth not greater than 2 feet below grade as directed by the Engineer and refilled to grade with approved materials compacted in place.

Excess and/or rejected material shall be disposed of by the Developer or City Contractor at their expense.

5.10 SHORING, BRACING AND SHEETING

The Contractor shall furnish, install and maintain such shoring, bracing and sheeting as required.

After the pipeline has been installed and sufficiently backfilled to protect the pipe, all shoring, bracing and sheeting shall be removed. All voids left by the removal of such bracing shall be carefully filled with suitable material compacted in place.

5.11 DISPOSAL OF SEEPAGE, STORM WATER, OR SURFACE WATER

The Contractor shall remove any seepage; storm water, or surface water that may be found or may accumulate in the excavation during the progress of the work. He shall furnish all pumps and other equipment necessary and shall keep all the excavation entirely free from water at all times during the construction of the work. When pipe-laying is in progress, the open ends of the pipe, shall be closed by approved means to prevent entrance of water or dirt into the line. Whenever water is excluded from the pipe, adequate backfill shall be deposited on the pipe to prevent floating. Any pipe which has floated shall be removed from the trench and re-laid as directed by the City.

5.12 PREPARATION OF TRENCH AND LAYING OF PIPE

All pipe for water mains and laterals shall be placed to line and grade as shown on the approved plans and at such depths as to provide 36 inches minimum cover from the top of the pipe to ultimate finish street grade. The Contractor shall be responsible for verifying ultimate finish grade.

When water lines are being installed in new subdivisions, mainline pipe and fire hydrant runs shall be installed prior to the installation of curb, gutter and sidewalk. The services shall be installed after the curb, gutter, and sidewalks. All pipe shall be installed as per manufacturer's recommendations and these Improvement Standards.

5.13 HANDLING OF PIPE ACCESSORIES

Proper implements, tools, and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and efficient execution of the work. All pipe, fittings, valves, hydrants, and accessories shall be lowered into the trench in such a manner as to prevent damage to pipe fittings. Under no circumstance shall pipe or accessories be

dropped or dumped into the trench. All foreign matter or dirt shall be removed from the interior of pipe before lowering into position in the trench. Pipe shall be kept clean by means approved the Engineer during and after laying. All pipe and accessories shall be inspected for defects prior to lowering into trench. Any defective, damaged or unsound pipe or accessory shall be repaired or replaced at the Contractor's expense.

5.14 SERVICE INSTALLATION

The services shall be installed as per Standard Drawing No. W.8 through W.11. Curb to be marked by stamping or chiseling a "W" on the curb face.

The curb stop, stainless steel insert, meter, meter adapter service plug for SP3 unit, meter box with a brick at each corner, and lid to be placed at correct depth and distance from sidewalk.

Plastic service pipe shall not be heat-flared. Because of the variation in the outside diameter of the pipe, a saddle tap in lieu of the Quiktap is required.

Special care shall be exercised to insure proper compaction is made under curb stop so it is vertical and the meter is level. Compaction shall be made under and around the meter box so it remains level and at the finish grade of the sidewalk.

Water services shall not be connected to 20-inch diameter or larger mains, unless specifically permitted by the City.

5.15 FIRE HYDRANTS

Fire hydrants shall be installed at the locations shown on the plans in conformance with City Standard Drawing No. W.3.

Hydrants shall be Clow 900 Series Wet Barrel Hydrant or approved equal, and shall conform to A.W.W.A. Standard C-503 for wet barrel hydrants. Hydrant color shall be safety yellow #1245 Ellis Paint Company Hy-Lux 1200 Waterborne Industrial Enamel.

Fire hydrants shall be installed with a minimum separation of 5 feet from any driveway, street light, power pole, sign, fence, walls, etc. and a minimum of 15 feet from any dry utility pole, vault or transformer.

Fire hydrants shall be installed 12-inches behind the sidewalk when sidewalk is adjacent to curb and 20-inches behind curb face when sidewalk is not adjacent to curb. All fire hydrants piping shall be the same size as the main and installed with a break-off check valve. No obstructions shall be permitted within 36 inches of the center of a hydrant, to ensure adequate access and operation.

All water lines service any hydrant that is located outside of the Right-of-Way, or on private property shall be metered.

Fire hydrant location shall be at ends of curb returns or at lot lines.

Fire hydrant spacing shall be, at minimum, 400 feet in residential, areas and 300 feet in commercial areas, or at intersections whichever is closer; in no case should the average coverage of each hydrant be more than 120,000 square feet. Insofar as possible, fire hydrants shall be located at street intersections rather than in the middle of blocks. Final fire hydrant locations are subject to the approval of the Fire Chief.

A blue reflectorized marker shall be permanently placed on the paving surface along street centerlines offset to the fire hydrant side opposite fire hydrant locations.

The plans shall show the centerline station for each hydrant along with the adjacent top of curb elevation.

5.16 TEMPORARY AND PERMANENT BLOW-OFFS

Appropriately sized blow-offs shall be located at all low points along the pipeline alignment and at all "dead end" locations. Additionally, for all pipelines 16-inch in diameter and greater, a blow-off shall be located on the upstream side of all mainline valves. All blow-offs shall be constructed to City standards.

Blow-offs should be located as near to storm drain catch basins whenever possible. On arterial streets, blow-offs are to be placed prior to the curb radius with the service line perpendicular with the mainline.

The size of blow-offs shall be based on the mainline pipe diameter as follows:

- 8-inch to 16-inch diameter mains: 4-inch diameter blow-offs
- 20-inch to 24-inch diameter mains: 6-inch diameter blow-offs
- Greater than 24-inch diameter mains: 8-inch diameter blow-offs

A 4-inch diameter blow-off shall be installed at the end of each segment of pipeline that is installed for future use. If the section of pipeline installed is creating a high point, an air vacuum valve will also be required.

Temporary and permanent blow-offs shall be installed at the locations on the plans in conformance with City Standard Drawing No. W.2. The final length of pipe, prior to the blow-off, shall be 18 to 39 inches.

All salvaged temporary blow-offs shall become the property of the Contractor and shall be removed from the job site before completion.

5.17 CONNECTIONS WITH EXISTING WATERLINES

The Developer or City Contractor shall make all excavation for connection to existing waterlines. Connections shall be made to existing water lines in the presence of the City.

The Developer or City Contractor shall furnish, install and maintain such shoring, bracing and sheeting necessary for connections as set forth in Section 5-10.

Existing valves shall not be operated unless qualified City personnel are present. Arrangements for operating existing valves shall be made with the City Director of Public Works at least 48 hours of consecutive city business days prior to scheduled operations.

Connections shall be made at such times as designated by the Engineer and in such a manner as to insure the least inconvenience to water users. No connection shall be made until the new work has been tested and disinfected as specified hereinafter. The Developer or City Contractor shall be responsible for safeguarding the existing system from all damage and possible contamination and be liable for impacts/cost associated with measures to immediately restore services.

The contractor shall furnish the pipe and materials necessary to make the tie-in to the existing system.

5.18 INSPECTION

A. INSPECTION

All water lines shall be inspected for proper installation by the City, prior to backfilling of trenches.

B. HYDROSTATIC TEST

After installing pipe and prior to complete backfilling of trenches the entire length 26 of each line shall be subjected to a hydrostatic pressure of not less than 200 psi for a period of not less than 1 hour. The pressure shall not be allowed to drop below 190 PSI. Curb stops, idler fittings and Sri units shall also be included in the hydrostatic test. At the end of the 1 hour pressure test the water pressure shall be bled clown to 150 PSI and a 1 hour leakage test performed, the contractor shall have all necessary equipment on hand to pressurize the piping and to measure the losses as the pump is operating. No pipe installation will be accepted if leakage for the section tested exceeds a rate in gallons per hour per 1,000 feet of pipe multiplied by $\frac{1}{4}$ of the pipe diameter in inches.

The Developer or City Contractor shall perform the test prior to connecting to the existing system. The Developer or City Contractor shall furnish and install temporary caps, plugs far SP3 units, thrust blocks, and other necessary materials needed to hold pressures on sections of line being tested.

Water for testing may be taken from the nearest blow-off, fire hydrant or other approved source. All pipe, fittings, valves, couplings and other materials needed to fill the test lines with water shall be supplied and installed by the Developer or City Contractor. Care shall be taken not to contaminate the existing system.

The pump, gage, pipe connection and all necessary apparatus and equipment needed for the test shall be supplied by Contractor.

The Contractor shall permanently stop all leaks. Repair clamps shall not be used, a full length section of pipe shall be installed to repair leaks. All defects occurring shall be tested again to determine final acceptability of the installation.

C. DISINFECTING WATER MAINS

Water mains shall be disinfected in conformance with the procedure specified in the current Standard Specifications for A.W.W.A. C651-99.

5.19 BACKFILLING OF TRENCHES

After the pipe has been properly laid and inspected, backfill material shall be placed around the pipe at a depth of 12 inches above the top of the pipe and shall be thoroughly compacted to final density of at least 90 percent. This shall be done in such a manner as to not injure or disturb the pipe. All excavation within the existing street roadbed shall be backfilled and compacted until the relative compaction is not less 95 percent. Backfill material shall be placed in layers not to exceed 8 inches in depth and moistened as necessary before compaction. Each layer shall be thoroughly tamped, rolled or otherwise compacted and brought to grade. Backfill in trenches between the back of the curb and property lines shall be thoroughly consolidated to a final density of at least 90 percent of maximum density. Compaction of backfill material by ponding or jetting will not be permitted. Field density may be determined by any method accepted by the City Engineer.

5.20 RESTORING SURFACE

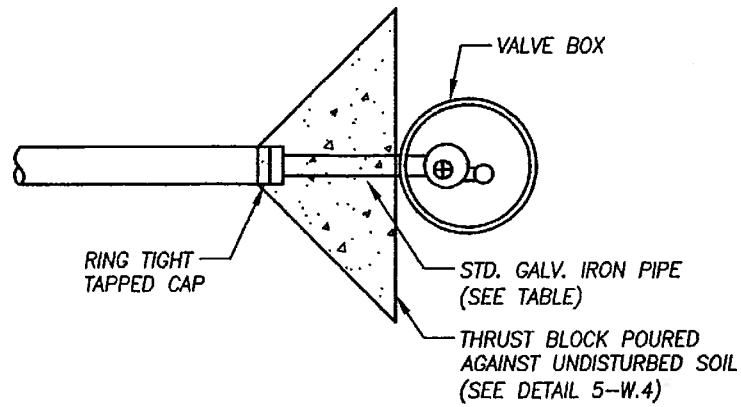
The surface off all trenches shall be filled and compacted so that the surface will conform to the condition of the surrounding ground. The repaving requirements of the plans shall be met regardless of type of existing surfacing.

Existing pavement shall be cut in neat parallel lines as shown on City Standard Drawing No. SS.7.

Aggregate base shall be Class II compacted to 95% relative compaction. Aggregate base shall have $\frac{3}{4}$ -inch maximum combined grading.

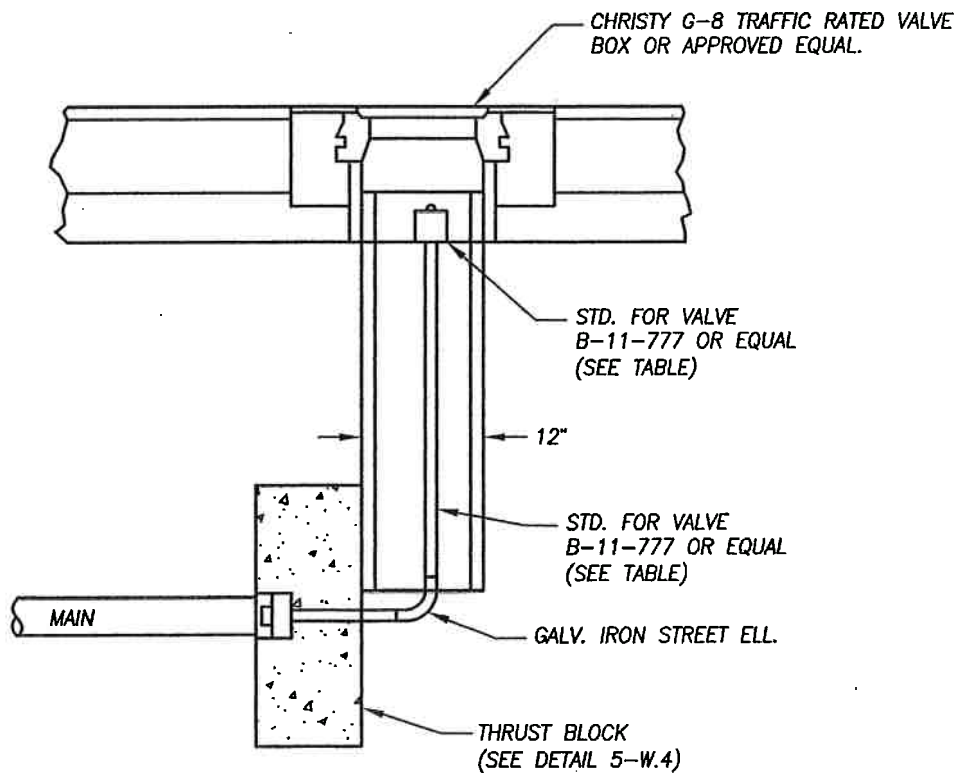
Asphalt concrete shall be Type B, AR 4000 with $\frac{1}{2}$ -inch maximum aggregate, medium grading.

A paint binder of asphaltic emulsion shall be applied to all surfaces in conformance with Section 39-4 of the State Improvement Standards.



BLOW-OFF SIZE TABLE

PIPE DIAMETER Ø MAIN	BLOW-OFF & VALVE DIAMETER
8-12 INCHES	2 INCHES
12-16 INCHES	4 INCHES
20-24 INCHES	6 INCHES
GREATER THAN 24 INCHES	8 INCHES



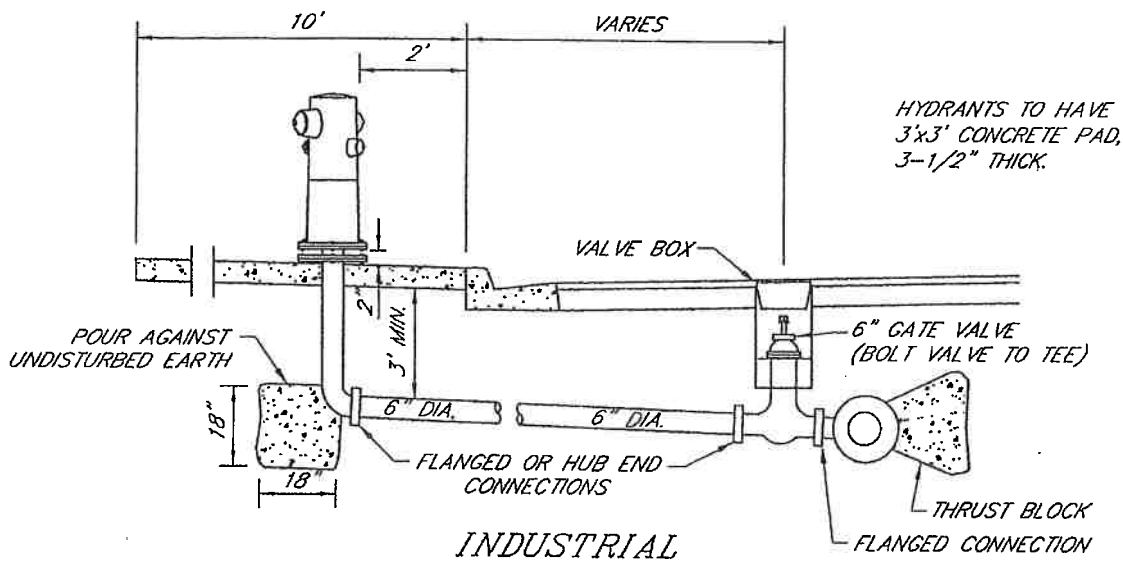
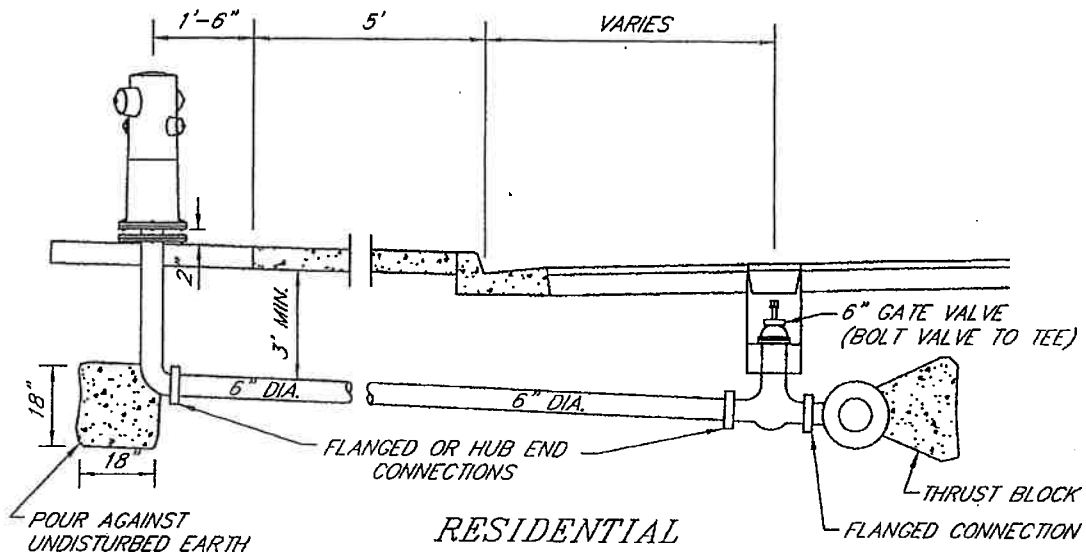
WATERLINE BLOWOFF ASSEMBLY

DRAWN BY: C.V.
CHECKED BY: P.K.
SCALE: NONE
DATE: 7/07

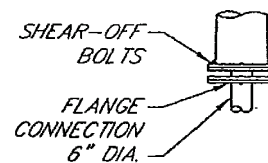
APPROVED BY: 
DATE APPROVED: 8/13/07

CITY OF HUGHSON

STANDARD DETAIL
5-W.2



NOTES:
 FIRE HYDRANTS SHALL BE RICH "RANGER SERIES" #945,
 #950, #960 OR APPROVED EQUAL
 FOR GATE VALVE & VALVE BOX SEE DETAIL SHEET 5-W.1



F.H. BASE DETAIL



FIRE HYDRANT ASSEMBLY

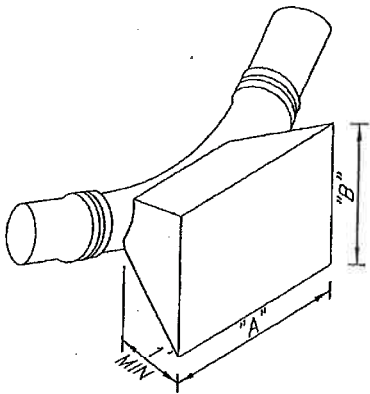
DRAWN BY: A.D.R.
 CHECKED BY: R.H.H.
 SCALE: NONE
 DATE: 1/04

APPROVED BY: *[Signature]*
 DATE APPROVED: 5/1/04

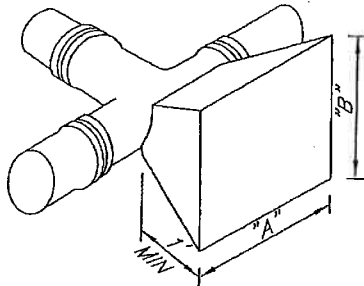
CITY OF HUGHSON

STANDARD DETAIL

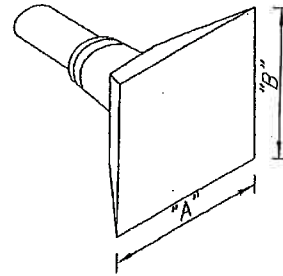
5-W.3



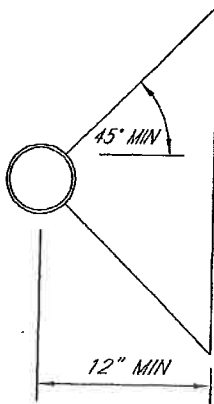
TYPICAL THRUST BLOCK
(CAST IRON BEND)



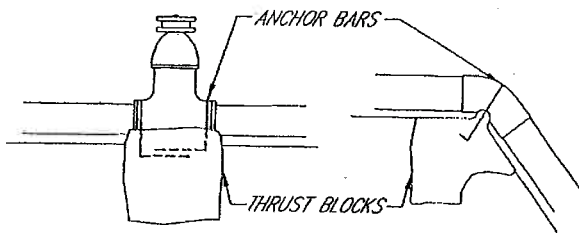
TYPICAL THRUST BLOCK
(TEE OUTLET)



TYPICAL THRUST BLOCK
(DEAD END)



TYPICAL SECTION THRU
THRUST BLOCK



WHEN REQUIRED BY
THE CITY ENGINEER

NOTE: ALL THRUST BLOCKS
SHALL BE POURED AGAINST
UNDISTURBED SOIL.

THRUST BLOCK AREA REQUIRED		
FITTINGS	ALLOWABLE SOIL BEARING VALUE	
	1,000 LBS. PER SQ. FT.	
6" LINE	"A"	"B"
22 1/2°	1'-6"	1'-6"
45°	2'-0"	2'-0"
90°	3'-0"	2'-6"
TEE OUTLET	3'-0"	2'-0"
DEAD END	3'-0"	2'-0"
8" LINE		
22 1/2°	2'-0"	2'-0"
45°	3'-0"	2'-6"
90°	4'-0"	3'-6"
TEE OUTLET	3'-6"	3'-0"
DEAD END	3'-6"	3'-0"
10" LINE		
22 1/2°	3'-0"	2'-0"
45°	4'-0"	3'-0"
90°	5'-6"	4'-0"
TEE OUTLET	4'-0"	4'-0"
DEAD END	4'-0"	4'-0"
12" LINE		
22 1/2°	3'-0"	3'-0"
45°	4'-6"	4'-0"
90°	8'-0"	4'-0"
TEE OUTLET	5'-6"	4'-0"



THRUST BLOCK DETAILS

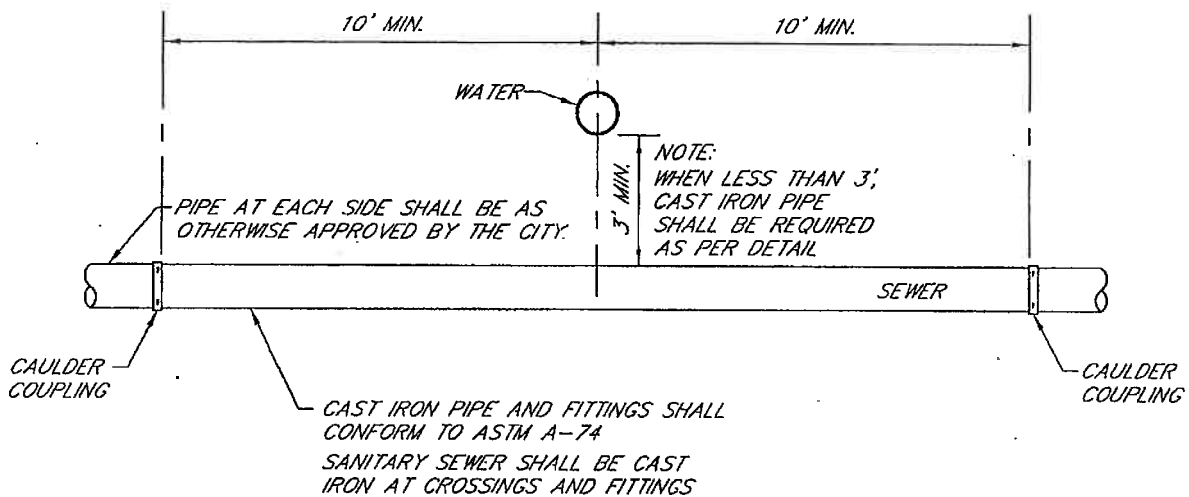
DRAWN BY: A.D.R.
CHECKED BY: R.H.H.
SCALE: NONE
DATE: 1/04

APPROVED BY: *[Signature]*
DATE APPROVED: 8/15/07

CITY OF HUGHSON

STANDARD DETAIL

5-W.4



NOTES:

1. WATER MAINS AND SEWERS SHOULD BE SEPARATED AS FAR AS IS REASONABLE IN BOTH THE HORIZONTAL AND VERTICAL DIRECTIONS WITH SEWERS ALWAYS LOWER THAN WATER MAINS.
2. THE HORIZONTAL DISTANCE BETWEEN PRESSURE WATER MAINS AND SEWER SHALL BE AT LEAST 10 FEET.
3. ALL CONSTRUCTION SHALL MEET REQUIREMENTS SET FORTH BY THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH SERVICES.



SEPARATION BETWEEN SEWER
AND WATER MAINS

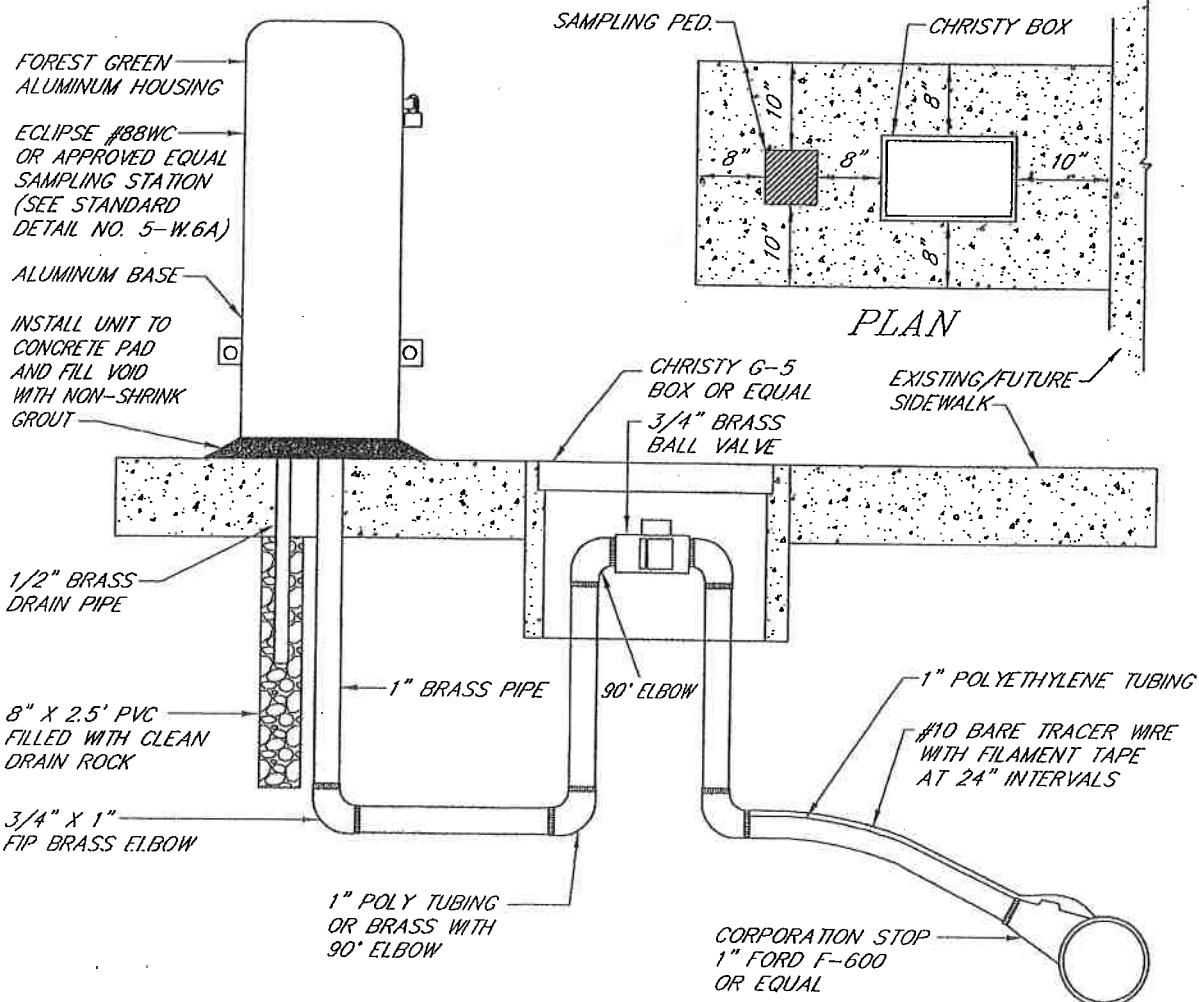
DRAWN BY: A.D.R.
CHECKED BY: R.H.H.
SCALE: NONE
DATE: 1/04

APPROVED BY: _____
DATE APPROVED: 8/13/87

CITY OF HUGHSON

STANDARD DETAIL

5-W.5



NOTES:

1. SAMPLING STATIONS SHALL BE 3' BURY, WITH A 1" MIP INLET, AND A 1" FIP DISCHARGE. A 1/4" BENT-NOSE SAMPLING BIBB SHALL BE LOCATED BEFORE THE DISCHARGE.
2. ALL STATIONS SHALL BE ENCLOSED IN A LOCKABLE, NON-REMOVABLE, ALUMINUM-CAST HOUSING.
3. WHEN OPENED, THE STATION SHALL REQUIRE NO KEY FOR OPERATION, AND THE WATER WILL FLOW IN AN ALL BRASS WATERWAY.
4. ALL WORKING PARTS WILL BE OF BRASS AND SERVICEABLE FROM ABOVE GROUND WITH NO DIGGING. A 1/2" BRASS DRAIN TUBE SHALL BE PROVIDED WITHIN THE LOCKING COVER.
5. A 1" BALL VALVE SHALL CONTROL THE WATER FLOW, AND BE LOCATED AFTER THE SAMPLING BIBB, AS MANUFACTURED BY KUPFERLE FOUNDRY, ST. LOUIS, MO. 63102 OR APPROVED EQUAL. SEE 5-W.6A.



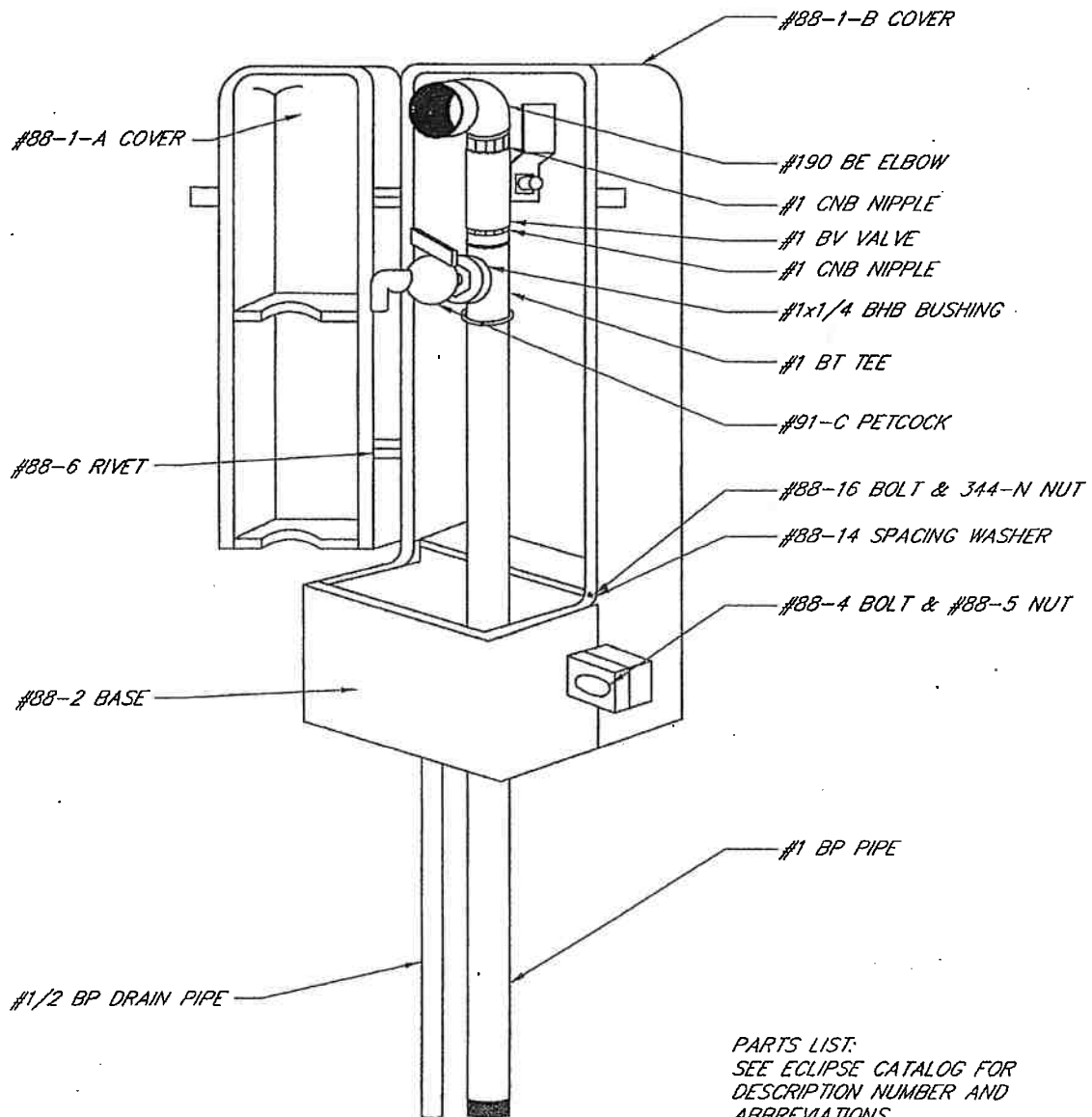
BACTERIOLOGICAL
SAMPLING STATION

DRAWN BY: A.D.R.
CHECKED BY: R.H.H.
SCALE: NONE
DATE: 1/04

APPROVED BY: _____
DATE APPROVED: 8/13/01

CITY OF HUGHSON

STANDARD DETAIL
5-W.6



BACTERIOLOGICAL SAMPLING STATION

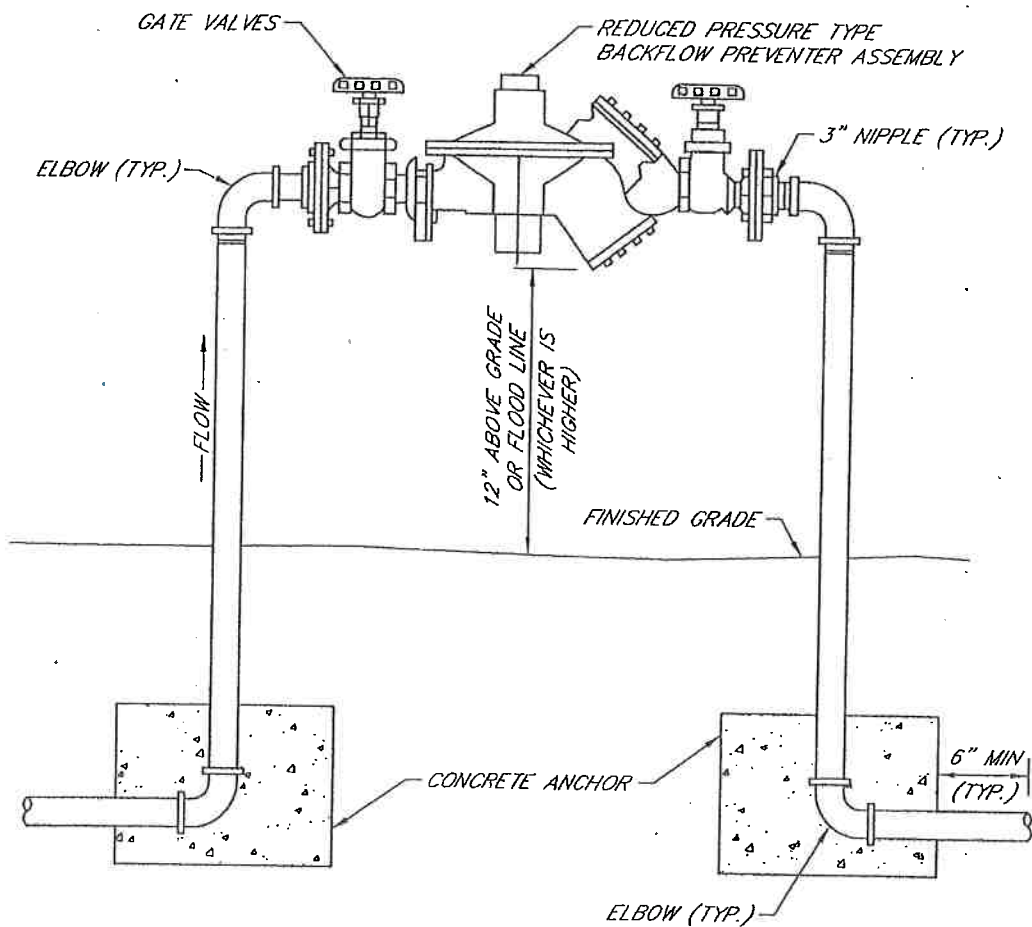
DRAWN BY: A.D.R.
 CHECKED BY: R.H.H.
 SCALE: NONE
 DATE: 1/04

APPROVED BY: *[Signature]*
 DATE APPROVED: 5/1/04

CITY OF HUGHSON

STANDARD DETAIL

5-W.6A



1. ALL PIPE FITTINGS SHALL BE SCHEDULE 40, GALVANIZED STEEL UNLESS OTHERWISE SPECIFIED.
2. CONCRETE SHALL BE 420-C-2000.
3. THE BACKFLOW PREVENTER DEVICES AND INSTALLATIONS SHALL BE APPROVED BY A.W.W.A. AND THE CITY.
4. VALVE ASSEMBLIES MAY HAVE SCREWED OR FLANGED FITTINGS.
5. COAT ALL EXPOSED THREADS WITH AN APPROVED RUST INHIBITING SEALANT.
6. APPROVED PLASTIC TAPE 1/2" WIDE SHALL BE USED ON ALL THREADED CONNECTIONS.
7. DISSIMILAR METALS SHALL BE SEPARATED BY AN APPROVED DI-ELECTRIC COUPLING.
8. PLASTIC PIPE SHALL NOT BE USED ABOVE FINISHED GRADE.



BACKFLOW PREVENTER DEVICE

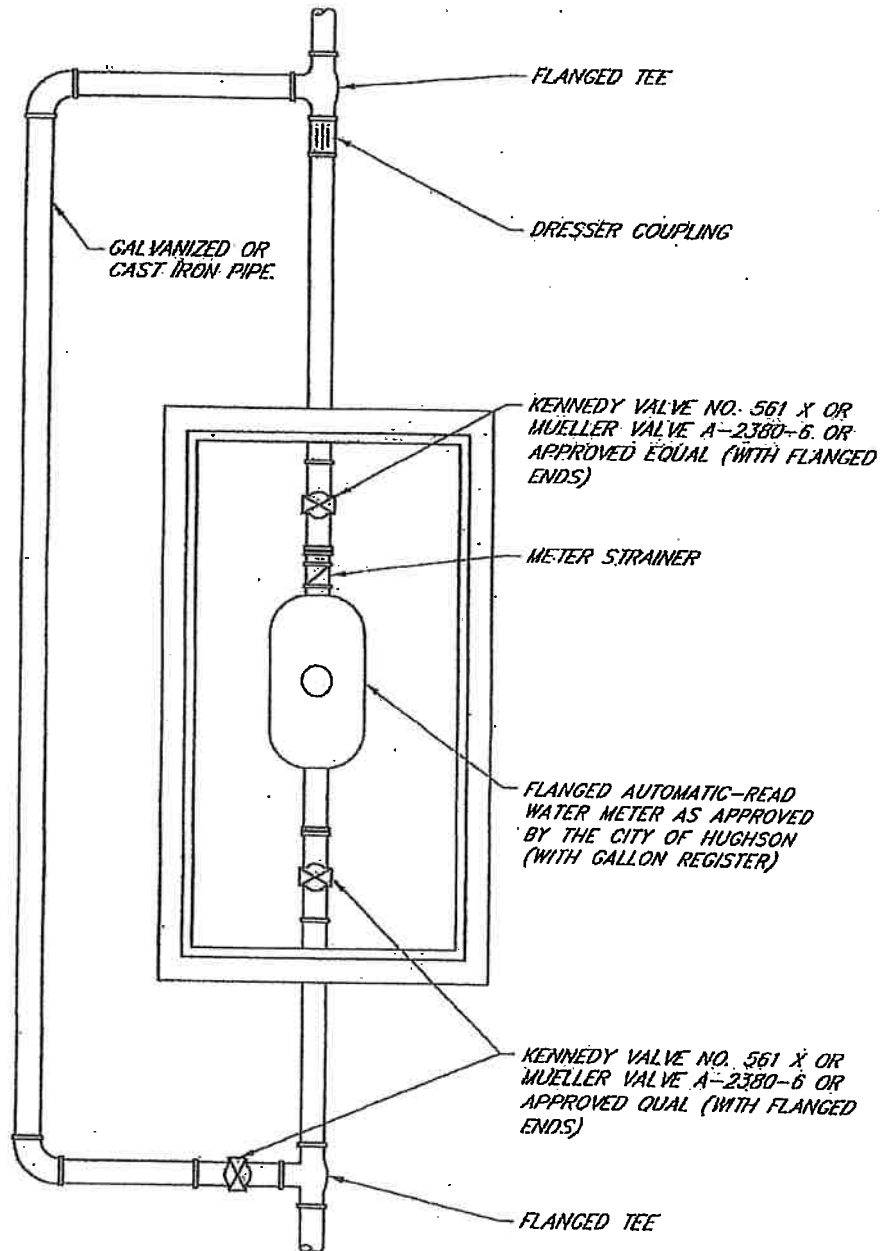
DRAWN BY: A.D.R.
CHECKED BY: R.H.H.
SCALE: NONE
DATE: 1/04

APPROVED BY: *[Signature]*
DATE APPROVED: 5/1/04

CITY OF HUGHSON

STANDARD DETAIL

5-W.7



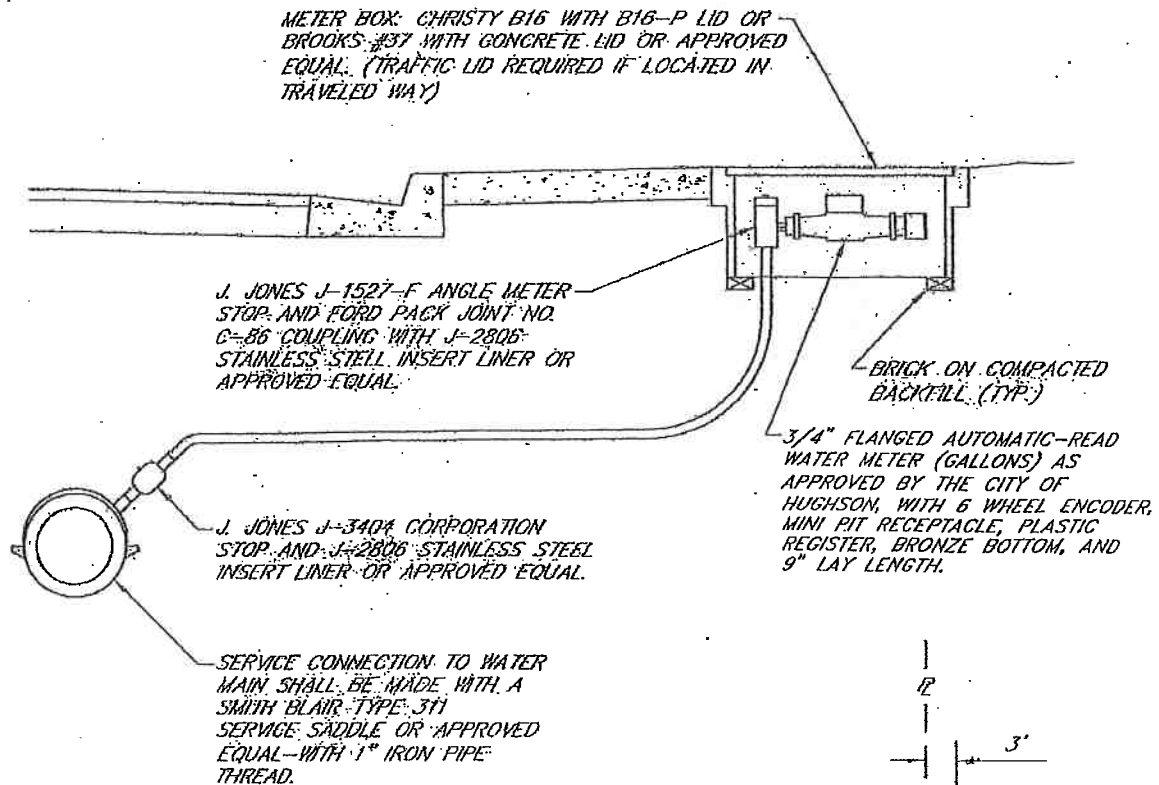
**WATER SERVICE LARGER
THAN 2" DIAMETER**

DRAWN BY: A.D.R.
CHECKED BY: R.H.H.
SCALE: NONE
DATE: 1/04

APPROVED BY: *[Signature]*
DATE APPROVED: 03/27/2006

CITY OF HUGHSON

STANDARD DETAIL
5-W.8



METER BOX LOCATION

NOTES:

SERVICE LATERAL SHALL BE POLYETHYLENE PLASTIC PIPE (PE3406, SDR7, PR160, P.O.E.) IN IRON PIPE SIZES AND SHALL BE SUITABLE FOR TRANSPORTING POTABLE WATER. POLYETHYLENE PIPE SHALL COMPLY WITH A.S.T.M. STANDARD D2239-73.

WHEN METER IDLER IS INSTALLED PRIOR TO METER, IT SHALL BE FORD NO. 3 OR APPROVED EQUAL 3/4" METER SIZE BY 19" LONG.



1 INCH WATER SERVICE

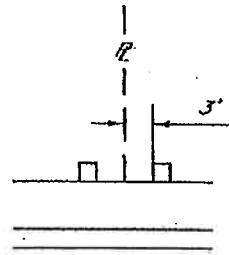
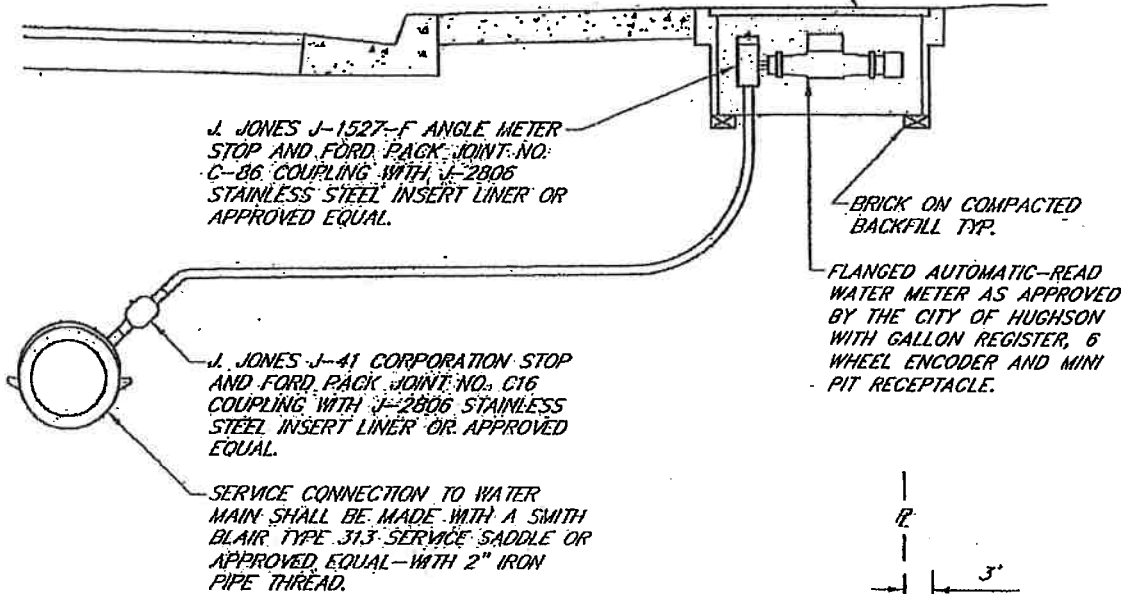
DRAWN BY: A.D.R.
CHECKED BY: R.H.R.
SCALE: NONE
DATE: 1/04

APPROVED BY: *[Signature]*
DATE APPROVED: 03/27/2006

CITY OF HUGHSON

STANDARD DETAIL
5-W.9

METER BOX: CHRISTY B36 WITH B36-P LID OR BROOKS #66 WITH CONCRETE LID OR APPROVED EQUAL (TRAFFIC LID REQUIRED IF LOCATED IN TRAVELED WAY)



METER BOX LOCATION

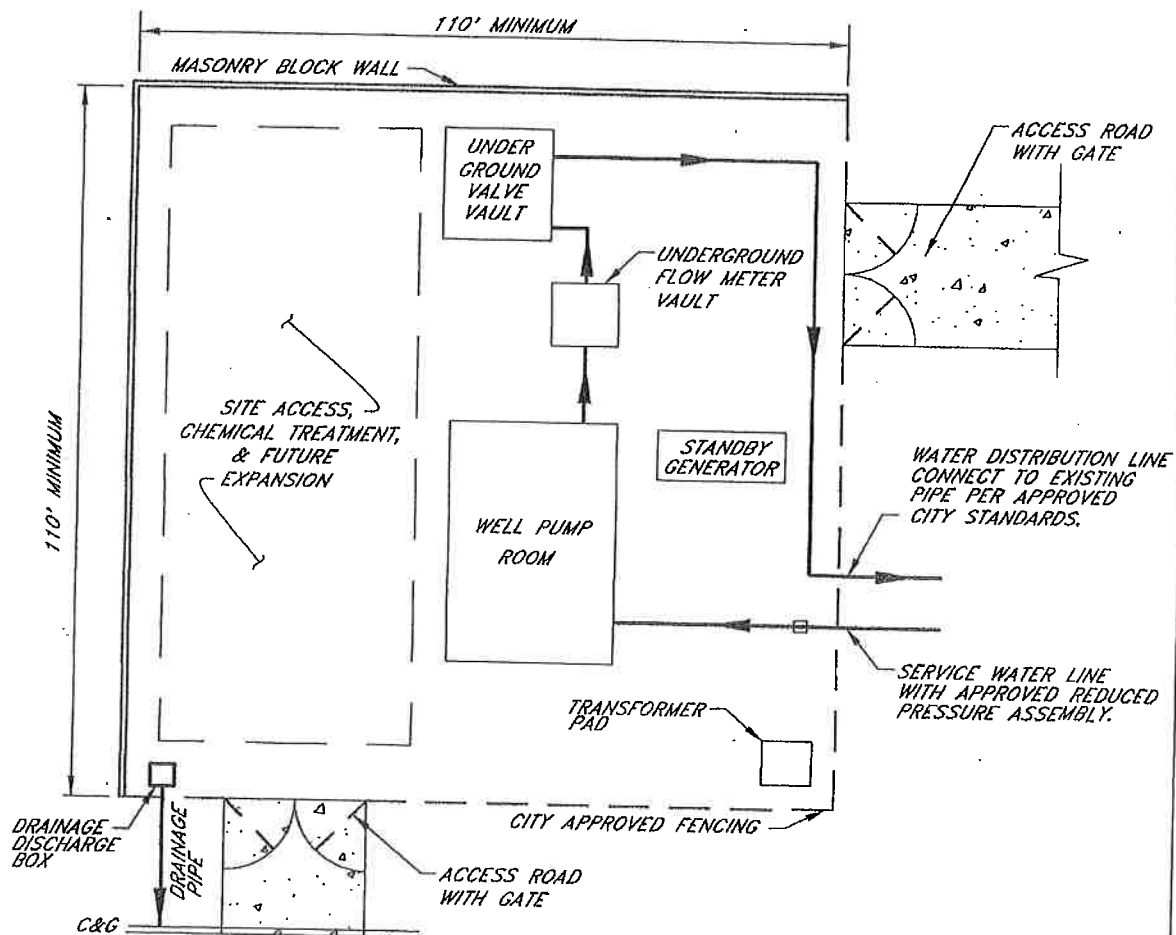
NOTES:

SERVICE LATERAL SHALL BE POLYETHYLENE PLASTIC PIPE (PE3406, SDR7, PR160, P.S.L.) IN IRON PIPE SIZES AND SHALL BE SUITABLE FOR TRANSPORTING POTABLE WATER. POLYETHYLENE PIPE SHALL COMPLY WITH A.S.T.M. STANDARD D2239-73.

WHEN METER IDLER IS INSTALLED PRIOR TO METER, IT SHALL BE FORD NO. 7 OR EQUAL 2" METER SIZE BY 17" LONG.

LATERALS SHALL BE TUNNELED UNDER CURB AND GUTTER.

	<p>2 INCH WATER SERVICE</p>	<p>DRAWN BY: A.D.R. CHECKED BY: R.H.H. SCALE: NONE DATE: 1/04</p>
<p>APPROVED BY: DATE APPROVED: 03/27/2006</p>	<p>CITY OF HUGHSON</p>	<p>STANDARD DETAIL 5-W.11</p>



1. ALTERNATIVE SITE LAYOUTS MAY BE APPROVED BY THE CITY ENGINEER FOR BOOM TRUCK ACCESS, CHEMICAL TREATMENT, AND FUTURE SITE EXPANSION.
2. PERIMETER FENCING SHALL BE MASONRY WALLS OR CITY APPROVED ORNAMENTAL FENCING SPECIFIED BY SITE CONDITIONS AND CITY ENGINEER APPROVAL.
3. BUILDING FEATURES AND ARCHITECTURE SHALL BE DETERMINED AND APPROVED BY THE CITY ENGINEER.
4. SITE SHALL BE SURFACE GRADED TO DRAIN AWAY FROM ALL CONCRETE PADS AND TO COLLECT ALL DRAINAGE ONSITE, CONVEYED THROUGH ONSITE DISCHARGE BOX, AND INTO APPROVED EXISTING DRAINAGE SYSTEM PER CITY STANDARDS.
5. ALL PAVEMENT SECTIONS SHALL HAVE AN ASPHALT STRUCTURAL SECTION AS DETERMINED BY A GEOTECHNICAL ENGINEER.
6. ALL OFFSITE REQUIREMENTS AND CONDITIONS MUST BE APPROVED BY APPROPRIATE REGULATORY AGENCIES.
7. WELL PUMP ROOM WILL INCLUDE, BUT NOT BE LIMITED TO, AN EYEWASH STATION, AN APPROVED ROOF HATCH FOR ACCESS REMOVAL OF WELL HEAD, A DECHLOR DRAIN BOX, A CHLORINATION STATION, AND ELECTRICAL CONTROL PANELS.
8. SITE SPECIFIC DESIGN SHOULD INCLUDE, BUT NOT BE LIMITED TO, INTERIOR AND EXTERIOR LIGHTING, SAMPLE TAPS, EQUIPMENT SIZING AND ORIENTATION, AND SIGNAGE.

TYPICAL WELL SITE LAYOUT

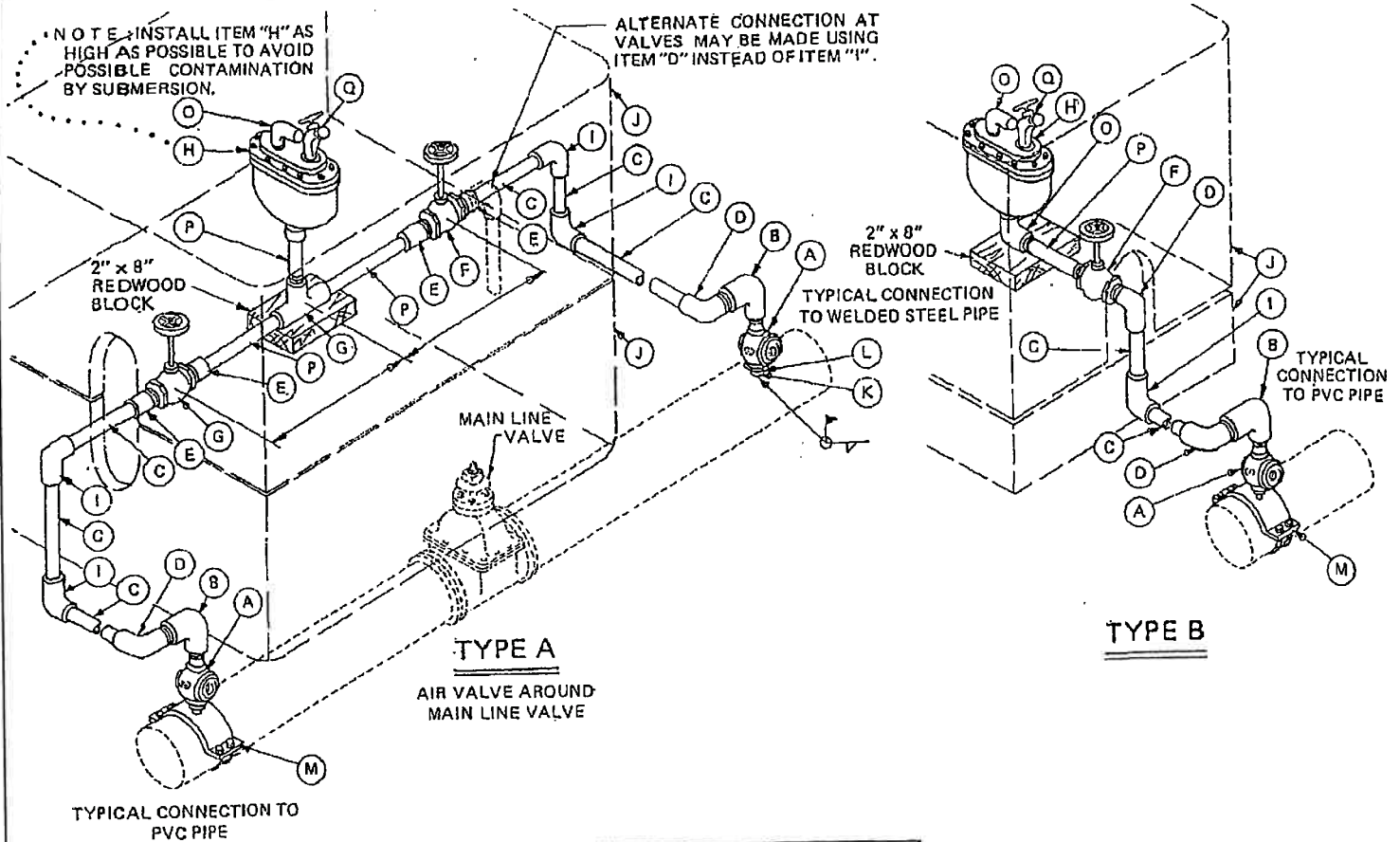
APPROVED BY: *[Signature]*
DATE APPROVED: 03/27/2006

CITY OF HUGHSON

DRAWN BY: JDR
CHECKED BY: DMC
SCALE: NONE
DATE: 3/06

STANDARD DETAIL

5-W.12



ITEM	MATERIAL	NO. REQ'D EA.	TYPE A			NO. REQ'D EA.	TYPE B		
			PVC MAINS	WELDED STEEL MAINS			PVC MAINS	WELDED STEEL MAINS	
SIZE OF VALVE			SIZE OF VALVE						
1"	1"	2"	1"	1"	2"				
A	CHABOT COCK	2	1"	1"	2"	1	1"	1"	2"
B	ELL, 90°, BRASS	2	1"	1"	2"	1	1"	1"	2"
C	TUBING - RIGID COPPER	LGTH REQ'D	1"	1"	2"	LGTH REQ'D	1"	1"	2"
D	ELL, 90° COPPER TO IPT M	2	1"	1"	2"	2	1"	1"	2"
E	COUPLING, COP. TO IPT M	4	1"	1"	2"	-	-	-	-
F	GATE VALVE - NONRISING STEM - BRONZE SCREW	2	1"	1"	2"	1	1"	1"	2"
G	TEE, BRASS, COP. TO COP. TO 1 PT F	1	1"	1"	2"	-	-	-	-
H	VALVE - AIR AND VACUUM AND AIR RELEASE, EPOXY LINED	1	1"	1"	2"	1	1"	1"	2"
I	ELL, 90° COP. TO COP.	4	1"	1"	2"	1	1"	1"	2"
J	METER BOX (DOUBLE STACKED OR WITH A 8" HIGH REDWOOD BOX EXTENSION)	2	NO. 6	NO. 6	NO. 6	1	NO. 5	NO. 5	NO. 6
K	HALF NIPPLE, STEEL	1	-	1" x 2"	2" x 2"	1	-	1" x 2"	2" x 2"
L	SEE NOTE 10	2	-	1"	2"	1	-	1"	2"
M	SERVICE - CLAMP	2	2 STRAP x 2"	-	-	1	2 STRAP x 2"	-	-
O	PVC, SCREW, SCHED. 80 ELL	1	1"	1"	2"	3	1"	1"	2"
P	NIPPLE, SCHED. 80 PVC OR RIGID COPPER TUBING	2	LGTH REQ'D	LGTH REQ'D	LGTH REQ'D	1	LGTH REQ'D	LGTH REQ'D	LGTH REQ'D
Q	HOSE BIBB	1	1/2"	1/2"	1/2"	1	1/2"	1/2"	1/2"

NOTES:

- USE 1" AIR VALVE ASSEMBLIES FOR 6" THROUGH 16" PIPE. USE 2" AIR VALVE ASSEMBLIES FOR 20" PIPE AND LARGER OR AS DESIGNATED BY THE ENGINEER.
- MAINTAIN A GRADE UPWARD FROM CHABOT COCK TO AIR VALVE. (NO TRAPS)
- THE COPPER TUBING SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT AMERICAN SOCIETY FOR TESTING MATERIALS STANDARD SPECIFICATIONS FOR COPPER WATER TUBE (SERIAL DESIGNATION 888) TYPE K, AND SHALL BE DRAWN AND HAVE A HARDNESS (ROCKWELL) WITHIN THE RANGE OF 87F TO 97F.
- REFER TO DWG. 5-W.9 FOR DETAILS OF METER BOX INSTALLATION.
- COAT ITEMS K, M AND H WITH MASTIC.
- SUPPORT AIR VALVE BODY ON FIRMLY COMPACTED EARTH, AS SHOWN.
- TAPE WRAP REDWOOD BLOCKING OR COVER WITH TWO LAYERS OF POLYWRAP.
- REFER TO DWG. 5-W.14 FOR METAL ENCLOSURE.
- USE "DELTRIN" INSULATING COUPLING, OR INSULATING DIELECTRIC UNION.



1" & 2" AIR VALVE INSTALLATION COMBINATION AIR, VACUUM, & AIR RELEASE VALVE

DRAWN BY: C.V.
CHECKED BY: P.K.
SCALE: NONE
DATE: 7/07

APPROVED BY:
DATE APPROVED: 8/13/07

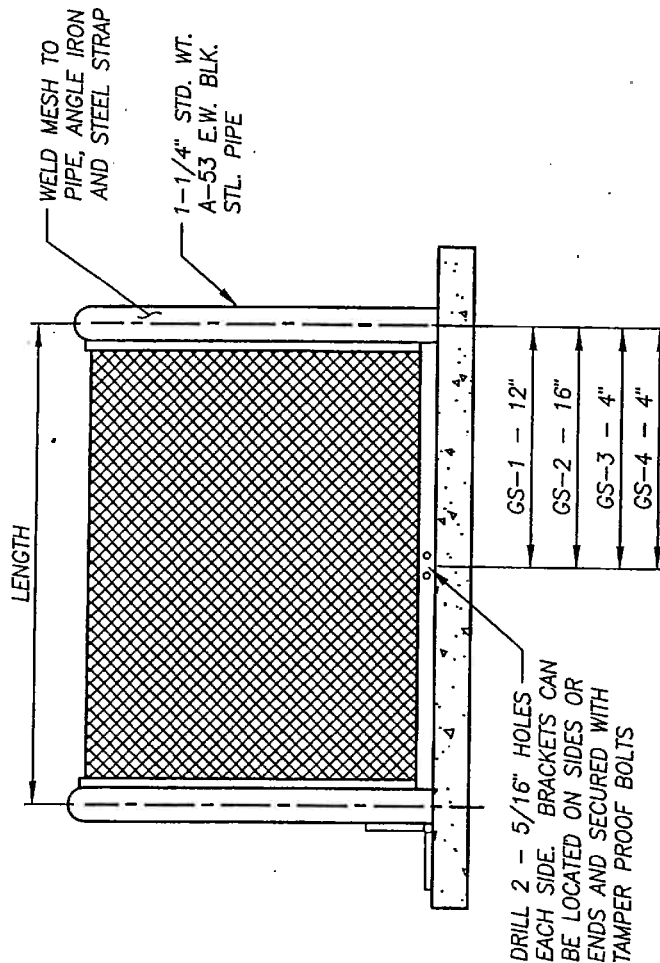
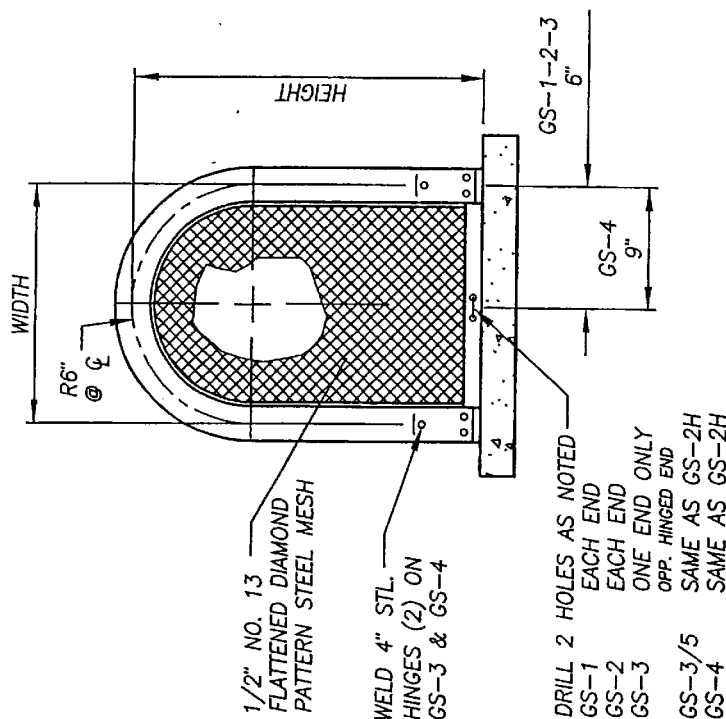
CITY OF HUGHSON

STANDARD DETAIL

5-W.13

GUARDSHACK-
STANDARD SIZED "POWDER COATED" METAL ENCLOSURE
MODELS GS-5 TO GS-2 FOR 1/2"-2" BACKFLOW ASSEMBLIES
www.DPDI.com

SHALL BE DPDI OR APPROVED EQUAL



NOTE:
ALL WELDED AREAS SHALL BE A MINIMUM OF 1/4" BEAD EVERY 4"

AFTER ALL WELDING, ENTIRE UNIT SHALL BE PROCESSED WITH IRON PHOSPHATE PRETREATMENT. ELECTROSTATIC APPLICATION OF POWDER SHALL BE FUSION BONDED - PRS-8-4004-C (BEIGE) OR PRS-8-4003-C (LEAF GREEN) OR APPROVED EQUAL

ALL UNITS ALSO AVAILABLE IN 304 SS.
GS-3.5 AVAILABLE IN 304 S.S. ONLY.

ALL BOLTS FOR HINGES AND HASPS SHALL BE ZINC PLATED TAMPER PROOF, EXCEPTION - USE SS HARDWARE FOR SS UNITS.

STD. SIZE	CENTERLINE DIMENSIONS		WEIGHT	
			GS	CGS
GS-5	12"W x 18"H x 12"L	LIFT OFF UNIT	35	30
GS-1	12"W x 24"H x 24"L	LIFT OFF UNIT	35	34
GS-2	12"W x 24"H x 32"L	LIFT OFF UNIT	45	40
GS-3	12"W x 24"H x 42"L	HINGED UNIT	51	46
CGS-3.5	12"W x 30"H x 42"L	HINGED UNIT	N/A	55
GS-4	18"W x 30"H x 48"L	HINGED UNIT	67	60

NOTE:
GS = POWDER COATED STEEL GUARD SHACK

CGS = STAINLESS STEEL COAST GUARD SHACK W/ SAND BLASTED STAIN FINISH



AIR RELEASE VALVE ASSEMBLY METAL ENCLOSURE

APPROVED BY: _____

DATE APPROVED: 8/15/07

CITY OF HUGHSON

DRAWN BY: C.V.
CHECKED BY: P.K.
SCALE: NONE
DATE: 7/07

STANDARD DETAIL

5-W.14

SECTION 6

SEWERS

6.1 GENERAL

Sewers shall be installed by a Contractor holding the appropriate license for such work under the provisions of the State of California Business and Professions Code. Maps and Plans for developments for which the City Engineer deems there to be insufficient sewer treatment or conveyance capacity shall not be processed or approved.

6.2 DESIGN

Eight inch sewers not less than 0.40%, ten inch sewers not less than 0.30%, twelve inch sewers not less than 0.25%.

The minimum sewer grades set forth above may be modified only with the written approval of the City.

Normal practice is that sewers shall have a minimum cover of 3 feet from the top of the pipe to finished paving grade. Sewer with less than the minimum cover, if approved, shall be cast iron or ductile iron and shall require special written approval by the City.

Sewers within 100 feet of domestic wells shall be cast iron or ductile iron, with special seals similar to those crossing domestic water lines.

Where a sewer line crosses a water line, the sewer line shall be designed in accordance with these Improvement Standards and State Health Department Standards.

Sewer mains shall be 5' from centerline as measured from centerline to the nearest side of the pipe. Sewer mains shall be on the opposite side of the centerline from the water line.

6.3 MANHOLES

Manholes as shown in Drawings No. SS.1 and SS.2 shall be constructed at all changes in vertical or horizontal alignment and at all pipe intersections. The maximum distance between manholes shall be 400 feet. A terminal manhole as shown in Drawing No. SS.3 shall be constructed at all dead ends,

When a line is to be extended at a future date, a temporary lamphole as shown in Drawing No. SS.4 may be installed when approved by the City.

Elevation differentials of manhole inlets and outlets must conform to the improvement plans. The channel through the manhole shall be formed by laying the pipe through the manhole and removing the upper half of the pipe after the concrete is set. Special care

shall be taken in the finishing of the interior of all manholes to obtain the best hydraulic characteristics. All rough edges shall be chipped away and plastered to leave a smooth surface. Where called for on the plans, stubs shall be installed and plugged in a manner approved by the City.

Manholes shall be constructed of precast reinforced concrete sections which conform to A.S.T.M. specifications C478.

The frame and cover shall conform to the elevation of the adjacent ground or pavement as shown in Drawing No. ST.7.

6.4 PIPE FOR SEWER MAINS

Sewer pipe shall be Cast Iron Pipe, OVC – SDR35 or Ductile Iron Pipe.

Compression joints shall be used for all pipe and shall conform to the current standard specifications of the A.S.T.M. - C425-77.

Cast Iron Pipe shall conform to the current standard, specifications of the American National Standards Institute (A.N.S.I.) - A21.6, and shall be Class 150, with bell and spigot joints, Cast Iron fittings shall conform to A.N.S.I./A.W.W.A. CI 10-77.

Ductile Iron Pipe shall be Class 50 and shall conform to the current standard specifications of the American National Standards Institute (A.N.S.I.) A21.51. All fittings shall conform to A.N.S.I./A.W.W.A. - 0110-77.

Polyvinyl Chloride Gravity Sewer Pipe (SDR 35) and fittings shall meet or exceed the requirements of ASTM D 3034 (SDR 35). The installation of all PVC pipe shall conform to ASTM D2321. The maximum deflection shall not exceed 5% of the inside diameter of the pipe. If deflection exceeds 5% the pipe shall be removed and replaced by the Developer or City Contractor at his/her expense.

6.5 STAKING OF SEWER MAINS AND SERVICES

The sewer mains and services shall be staked by the Developer's engineer on projects installed by the Developer

6.6 EXCAVATION

Excavation shall include the removal of all materials encountered. All trenches shall be excavated in open cut following neat parallel lines distant from the pipe centerline as shown in Drawing No. ST.7. Maximum width of the trench at the level of the top of pipe shall not exceed the outside diameter of the pipe barrel plus 24 inches.

At no time shall there be more than 300 feet of trench open per trenching machine, including the section opened ahead for pipe laying and the section behind which is not completely backfilled, unless otherwise specified by the City.

Excavation shall be made at least 4 inches below the grade of the bottom of the pipe in areas where the material is too hard to permit proper bedding. This over-excavation shall be brought to grade with approved material compacted in place. Said material shall be a Sand Equivalent value of not less than 20 and shall conform to the following grading:

<u>Sieve Sizes</u>	<u>Percentage Passing</u>
3"	100
No. 4	35-100
No. 30	20-100

Pipeline bedding and backfill to 12" over the pipe shall conform to the manufacturer's requirement limiting the pH value of such materials, to minimize potential for corrosion.

Excess and/or rejected material shall be disposed of by the Developer or City Contractor at their expense.

No tunneling or jacking will be permitted without written permission from the City.

6.7 SHORING, BRACING AND SHEETING

The Contractor shall furnish, install and maintain such shoring, bracing and sheeting as required in these Improvement Standards, and by the State of California, Division of Occupational Safety and Health.

After the pipeline has been installed and sufficiently backfilled to protect the pipe, all shoring, bracing and sheeting shall be removed. All voids left by the removal of such bracing shall be carefully filled with suitable material compacted in place.

6.8 SEEPAGE, STORM WATER OR SEWAGE

The Developer or City Contractor shall remove from the trench any seepage, storm water, or sewage that may have accumulated during the progress of the work, and shall furnish all pumps and other equipment necessary. The Developer or City Contractor shall also keep his completed work reasonably free from accumulation of water and sewage and shall free it entirely at such times as may be required by the City for the purpose of inspection. The removed material shall not be discharged into the sewer.

6.9 LAYING PIPE

The pipe shall be laid to conform with the prescribed lines and grades. All adjustments of pipe to the line and grade shall be made by scraping away or filling in and tamping under the body of the pipe, not blocking or wedging.

Manufacturer's recommendations on proper procedure for laying pipe shall be followed.

All pipe shall be laid with bell end upstream and shall be laid upstream from structure to structure. A minimum of three grade stakes per 100 foot interval shall be provided, and each stake shall be used in establishing the grade and alignment for the sewer.

6.10 SEWER SERVICE MATERIALS

- A. Each individual property shall have separate sewer service(s) complete from the sewer main to the property. The minimum size sewer service lateral is 4 inch. Sewer services are not permitted in easements without prior written approval of the Engineer. This approval will be given only when insufficient grade makes it impossible to service the property directly from a sewer main in the right of way.

For non-typical single family residential, the Design Engineer shall take into account the anticipated sewer use, and service lateral length to size and grade the lateral.

If abnormal or unusual conditions occur, the City may allow alternative pipe materials. All service connections shall be installed with wye fittings.

All sewer services, including risers, wyes, tees, tee saddles and wye saddles, shall be installed in accordance with City of Hughson Standard Drawings No. SS.5 and SS.5a.

B. PVC SDR35

Materials for Public Sewer Lines. Pipe and fittings, jointing materials, and appurtenant materials shall be shown on the drawings and as specified herein.

- a. PVC PIPE - PVC pipe and fittings shall be permitted for sewers up to 27 inches in diameter. The use of PVC pipe for sewers larger than 27 inches in diameter will be considered on a case by case basis. PVC pipe shall meet either the sewer pipe specifications or the pressure pipe specifications listed below depending upon the depth of sewer installed.
1. For Gravity Sewers Up to 15 Feet Deep. At a minimum the gravity sewer pipe shall be SDR 35 PVC. Pipe up to 15 inches in diameter shall conform to ASTM Specification D-3034 (latest revision). Pipe with a diameter 18 inches or larger shall conform to ASTM Specification F679 (latest revision). The use of pipe conforming to ASTM F-794 and ASTM F-1803 will be considered on a case-by-case basis for pipe sizes 12 inches to 27 inches in diameter. Joints shall comply

with the specifications below. Pipe embedment and backfill shall be in accordance with the Embedment of Pipe Standard Detail.

2. For Gravity Sewers Deeper Than 15 Feet but Less Than 30 Feet Deep. At a minimum the gravity sewer pipe shall be SDR 26 heavy wall gravity sewer pipe. Pipe up to 15 inches shall conform to ASTM Specification D-3034 (latest revision). Pipe with a diameter 18 inches or larger shall have a minimum stiffness of 115 psi and conform to ASTM Specification F679 (latest revision)

PVC pressure rated pipe shall be permitted as follows. PVC pipe shall meet AWWA Specification C900 (latest revision), or AWWA Specifications C909 (latest revision), or AWWA specifications C905 (latest revision), or ASTM Specification D2241 (latest revision) SDR 26.

Joints shall comply with the specifications below. Pipe 505-2 embedment and backfill shall be in accordance with the Embedment of Pipe Standard Detail.

3. For Gravity Sewers Installed Deeper Than 30 Feet Deep. Gravity sewers installed deeper than 30 feet deep shall only be approved on a case by case basis.

Jointing Materials

Ordinary joints	ASTM D3212, integral bell push-on type elastomeric gasket joints .
Field cut joints and connections to other piping materials	Can-Tex "C-T Adapters"; Dickey "Plastic Pipe Adapters"; Fernco "PVC Donuts"; "Flexible Couplings"; Mission "Eastern Standard Band-Seal Couplings" with stainless steel shear rings; Nashua Pre-Cast Corporation "Flex-O-Joint"; or equal.

- b. DIP - Ductile iron pipe (DIP) shall be used for sanitary sewer in areas where the minimum 30 inches of cover over the top of pipe cannot be met, under creek crossings, deep gravity sewer applications, or as specified on the Contract plans. Pipe embedment and backfill shall be in accordance with the Embedment of Pipe Standard Detail.

<u>Pipe</u>	Ductile iron, ANSI A21.51; ASTM A536, Grade 60-42-10; thickness, class 52
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Fittings

Material	Gray iron, ANSI A21.10. 250 psi pressure rating, except shorter laying lengths will be acceptable or ductile iron, ASTM A536, Grade 80-60-03 or 70-50-05, ANSI A21.10, 350 psi pressure rating
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<u>Push-on Joints</u>	ANSI A21.11, except gaskets shall be neoprene or other synthetic rubber. Natural rubber will not be acceptable
Flanged Joints	ANSI A21.15
Flanges	ANSI B16.1, 125 lb or U.S. Pipe "Flange-Tyte"
Bolts	ASTM A 307, chamfered or rounded ends projecting 1/4 to 1/2 inch beyond outer face of nut
Nuts	ASTM A307, Hexagonal, ANSI B18.2, heavy semifinished pattern 505-3
Gaskets	ASTM D1330, Grade I rubber, ring type, 1/8-inch thick; or U.S. Pipe "Flange-type", 1/8-inch thick
Mechanical Joints	ANSI A.21.11
Wall Castings	Mechanical joint with waterstop and tapped holes, single casting or fabricated cast iron Midwest Pipe Fabricators "Adjustable Wall Pipe." All holes shall be plugged with plastic plugs.

Plastic Plugs Protective Closures "Caplug Series WW"

Mechanical Joints with Tie Rods

Tie Rods	TM A 307
Steel Pipe	STM A210, standard weight
Washers	NSI B27.2, plain steel
Mechanical Couplings	
Couplings	Dresser Style 38 or Rockwell/Smith-Blair 441 or 411 Flexible Coupling; without pipe stop
Gaskets	Oil-resistant synthetic rubber
Shop Coating and Lining	
Cement Lining	ANSI A21.4
Bituminous Coating	Manufacturer's standard

Rust-
Preventative
Compound

Houghton "Rust Veto 344" or Rush-Oleum "R9"

Field Coating

Heavy coal tar paint, MIL-C-18480; Koppers
"Bitumastic No. 50", or Mobil "35-J-10 Hi-Build
Bituminous Coating"

- c. RCP - RCP shall be permitted for gravity sewers with a diameter of 30 inches and larger. RCP shall conform to ASTM C76 (latest revision) Class III, Wall B. Pipe embedment and backfill shall be in accordance with the Embedment of Pipe Standard Detail.

1. Joints ASTM C-361, Bell and Spigot compressive type with resilient seals embedded in both ends and joined with O Ring rubber gaskets.
2. All rubber and rings shall be extruded or molded and cured in such a manner that any cross section will be dense, homogeneous, and free of porosity, blisters, pitting and other imperfections. The basic polymer shall be EPDM hydrocarbon.

The compound shall conform to the following requirements: The rubber EPDM material shall meet ASTM C-443 with the exception of the 40-60 duro hardness. For resilient interlocked end seals the hardness duro A shall be 40 to 70 + 5.

3. Each concrete pipe section shall be tested at the project site with low pressure air or equivalent vacuum test. The test shall be conducted in a manner using a cap, plug and gasket of the type and size to be used in the field to include the tongue and bell sealing surface. End to end testing using foam plates is not acceptable. Reference ASTM C924. Pipe passing the test shall be clearly marked "Air Tested."

Materials for Private Service Laterals. Pipe and fittings, jointing materials, and appurtenant materials shall be shown on the drawings and as specified herein. Private service laterals shall be a minimum of 4 inches in diameter.

1. Pipe and fittings for private service laterals that connect to the public sewer main at a depth of 15 feet or less shall at a minimum be SDR 35 solid wall PVC sewer pipe and shall conform to ASTM Specification D-3034 (latest revision).
2. Pipe and fittings for private service laterals that connect to the public sewer main at a depth deeper than 15 feet but less than 20 feet shall at a minimum be SDR 26 heavy wall PVC gravity sewer pipe and conform to ASTM Specification D-3034 (latest revision).
3. Private service laterals shall not be connected to public sewers that are deeper than 20 feet.

Manhole Connections. The Contractor shall use precast manhole base sections with integral circular flexible gasket as specified in the sewer manholes section of these specifications, plain end pipe shall be installed through the gasket in accordance with the instructions of the gasket manufacturer.

Drawings and Data. Drawings and data shall be submitted in accordance with the submittals section. Drawings and data shall include but not limited to the following:

Details of joints

Gasket material

Pipe length

Certification

Affidavit of Compliance. An affidavit shall be submitted to the Engineer certifying that pipe, fittings, and jointing materials are in compliance with the governing standards and specifications.

C. Cast Iron Pipe (C.I.P.)

All Cast Iron Pipe shall conform to the current standard specifications of the American National Standards Institute (A.N.S.I.) - A21.6 and shall be Class 150, with bell and spigot joints.

1. Connections

Only Cast Iron wyes and tees shall be used for connections to Cast Iron Sewer Mains, and shall conform to the current standard specifications of the A.N.S.I. - CI 10-77.

Only Class 50 Cast Iron straight pipe, elbows and fittings shall be used from the sewer main to the right of way line. Cast Iron Pipe shall be furnished with "Tyton Joints", "Ty-Seal Joints", or approved equal. Cast Iron transition couplings shall be installed in accordance with the manufacturer's specifications for each pipe size.

When connecting a sewer lateral directly from the manhole to the right of way line, Cast Iron Pipe shall be inserted into the manhole and brought to the right of way line.

D. Ductile Iron Pipe (D.I.P.)

All Ductile Iron Pipe shall be Class 50 and shall conform to the current standard specifications of the American National Standards Institute (A.N.S.I.) - A21.51 - 19756.

All Ductile Iron Pipe shall have a polyethylene encasement which shall conform to the current standard specifications of the A.N.S.I. - A21.5 (A.W.W.A. C105-72).

1. Connections

Connections to Ductile Iron Pipe sewer mains shall be at manholes only.

Only Cast Iron straight pipe, elbows and fittings shall be used from the sewer main to the right of way line. Cast Iron pipe shall be furnished with "Tyton Joints", "Ty-Seal Joints", or approved equal. Cast Iron transition couplings shall be installed in accordance with the manufacturer's specifications.

When connecting a sewer lateral directly from the manhole to the right of way line. Cast Iron Pipe shall be inserted into the manhole and brought to the right of way line.

6.11 MATERIALS TO BE FURNISHED AND INSTALLED BY DEVELOPER

The Contractor shall furnish all labor, materials, equipment and appliances required to complete the sewer mains and sewer services specified.

6.12 SERVICES INSTALLATION

The services shall be installed as per Standard Drawings No. SS.5 and SS.5a.

No direct connections are permitted on 15 inch or larger sewer mains without prior approval by the City. A service lateral may be connected to these mains, upon approval of the Engineer, when using one of the following methods:

1. A lateral (Min. 6 inch), may be extended from an existing manhole to the property, parallel to the main line.

The lateral extension shall end in a terminal manhole.

The building lateral shall be connected from the lateral extension to the right of way line.

Construction plans of the lateral shall be prepared by a registered civil engineer licensed in the State of California and shall be submitted to the City for approval.

2. If no manhole exists immediately adjacent to the property, a manhole may be placed over the main.
3. If manhole exists immediately adjacent to the property, the building lateral may be connected directly from the existing manhole to the right of way line.

6.13 BACKFILL

After the sewers and appurtenances have been properly constructed and inspected, (see Section 6.14 Inspection), the trench be backfilled and compacted as shown on Drawing No. E-1 and shall conform to Section 19-3.06 of the State Standards. The pipe shall be backfilled by hand shovel method to 1 foot over the pipe where clods exist in the spoil pile which may damage the pipe. (See note limiting pH in backfill, Section 6.6.) Above this hand placed backfill, all clods of any kind shall be removed which are larger than 4 inches in diameter.

Compaction tests on City contracts will be performed by the City. Compaction tests on other contracts shall be performed by a testing laboratory retained at the Developer's expense.

6.14 INSPECTION

All sewer lines shall be inspected for proper installation by the Engineer prior to backfilling of trenches.

All new sewer mains are to be inspected by television and videotaped at the contractor's expense.

The Contractor shall clean all lines of dirt and other debris, clean manholes, remove broken pipe, compact trench, raise manhole rims to grade, and correct all visible infiltration, leaks and deficiencies prior to inspection. Areas adjacent to manholes shall be leveled and made accessible to the television trailer. All inspection, including repeat work because the lines have not been cleaned, will be charged to the Developer on subdivision projects based on the time required of the crew and equipment.

All sewer mains and laterals shall be air tested as per the following paragraph.

Air tests shall be applied to length between adjacent manholes, and procedure shall be as follows:

Pressurize the test section to 3.5 psi and hold above 3.0 psi, for not less than 5 minutes. Add air if necessary to keep the pressure above 3.0 psi. At the end of this 5 minute saturation period, note the pressure (must be 3.0 psi min.) and begin the time period. If the pressure drops 0.5 psi in less the time given in the following table that section of pipe shall not have passed the test.

<u>Size</u>	<u>Minimum Time in Seconds</u>
8"	254
10"	310
12"	450

If the time for the pressure to drop 0.5 psi is 125% or less of the time indicated, the line shall immediately be re-pressurized to 3.0 psi and the test repeated. If, during the 5 minute

saturation period, the pressure drops less than 0.5 psi after the initial pressurization and air is not added, the section undergoing the test shall have passed.

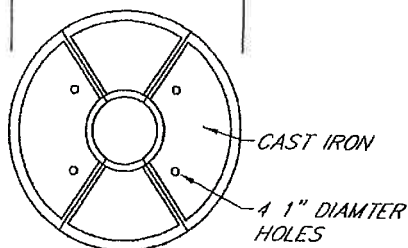
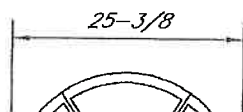
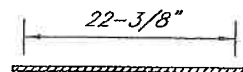
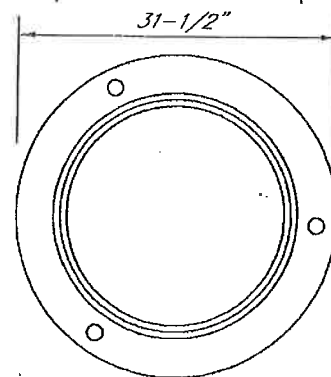
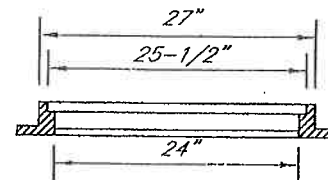
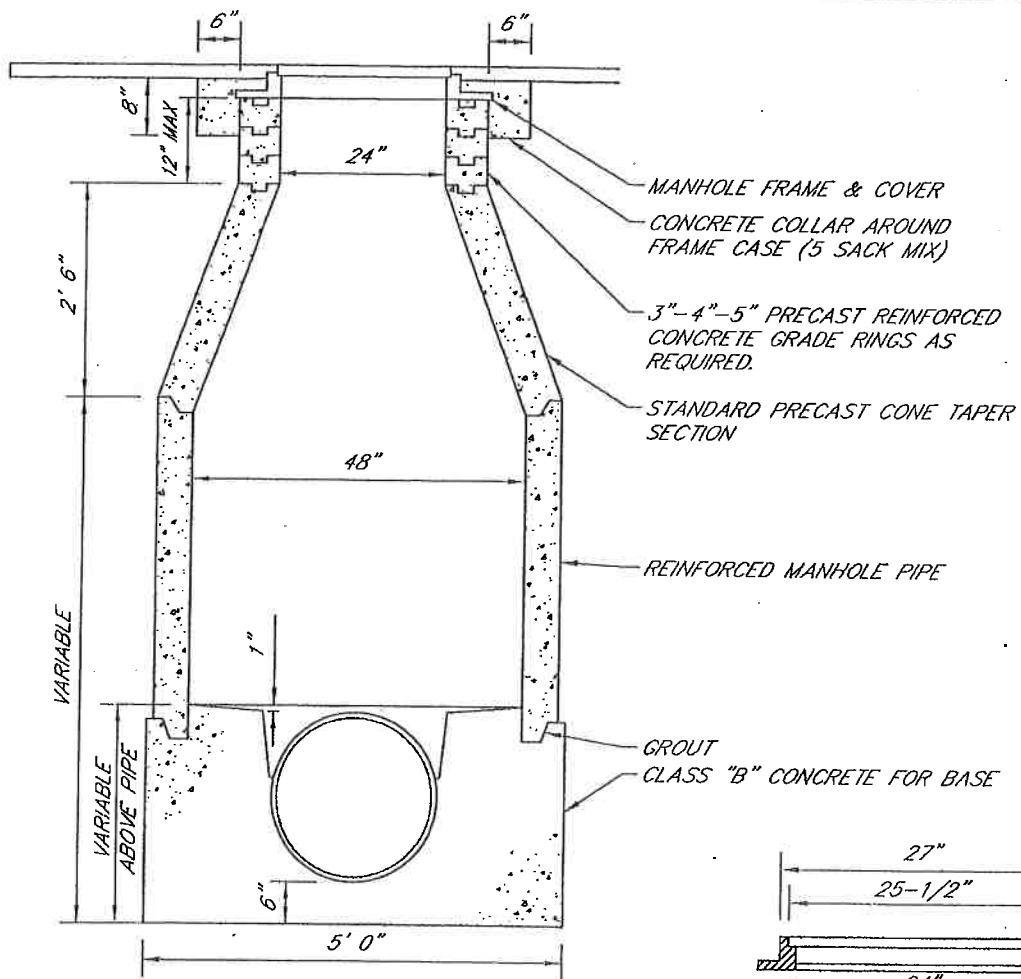
If the test is not passed, the leak shall be found and repaired to the satisfaction of the City, and the section retested.

6.15 GREASE TRAPS

Grease traps and interceptors shall be constructed by the Developer on private property 35 on the sewer service lateral for any facility whose operation will result in oil, grease, sand or other solids being discharged into the City's sanitary sewer system.

The traps or interceptor shall conform to Section 708 and 711 of the Uniform Plumbing Code, 1995 Edition, and it shall be constructed where it can be easily inspected for proper operation by the City.

For additional information regarding specific requirements for grease traps, contact the Building Official. A typical detail is shown herein as Detail SS.6.



COVER

FRAME

SOUTH BAY FOUNDARY NO. A-25
OR APPROVED EQUAL, LABELED SEWER



SANITARY SEWER MANHOLE

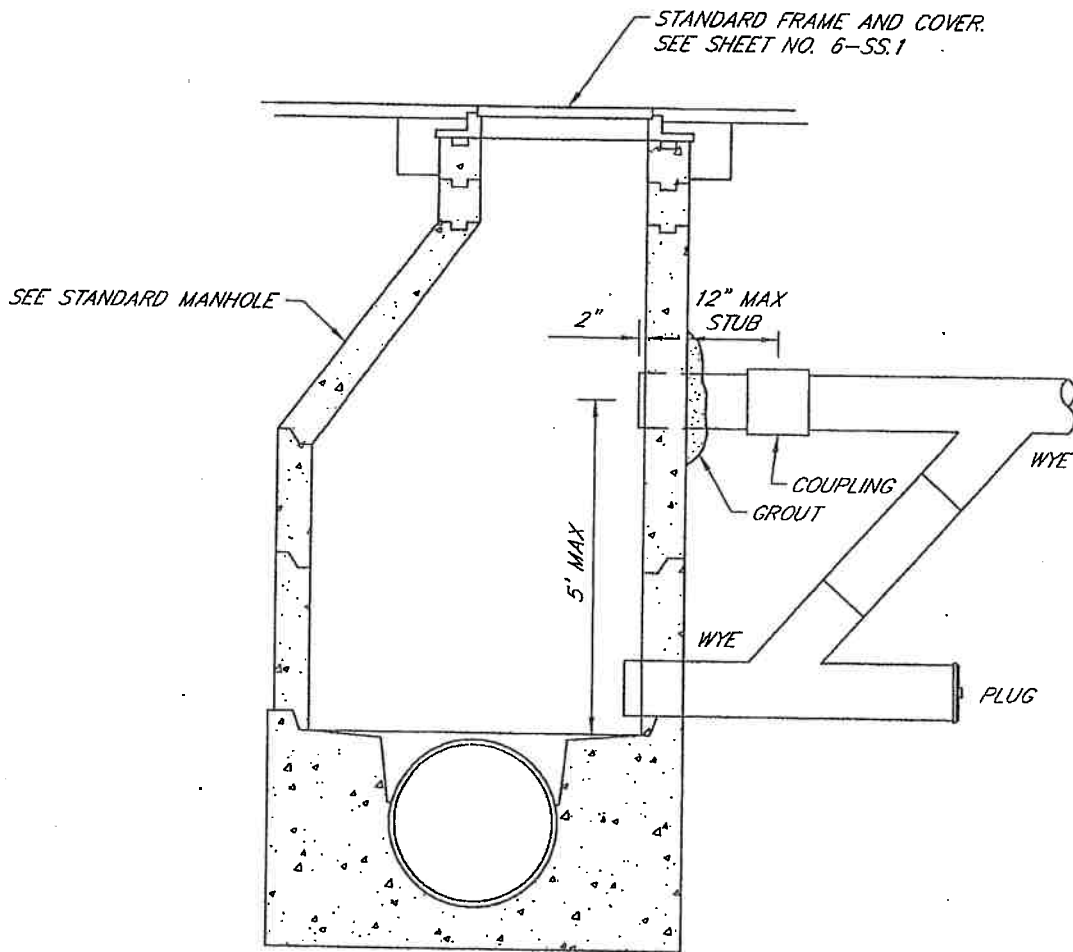
DRAWN BY: A.D.R.
CHECKED BY: R.H.H.
SCALE: NONE
DATE: 1/04

APPROVED BY:
DATE APPROVED: 2/2/07

CITY OF HUGHSON

STANDARD DETAIL

6-SS.1



NOTE:
THIS TYPE MANHOLE SHALL BE USED WHERE
DIFFERENCE IN INVERT ELEVATIONS AT
MANHOLE EXCEED 24".



SANITARY DROP MANHOLE

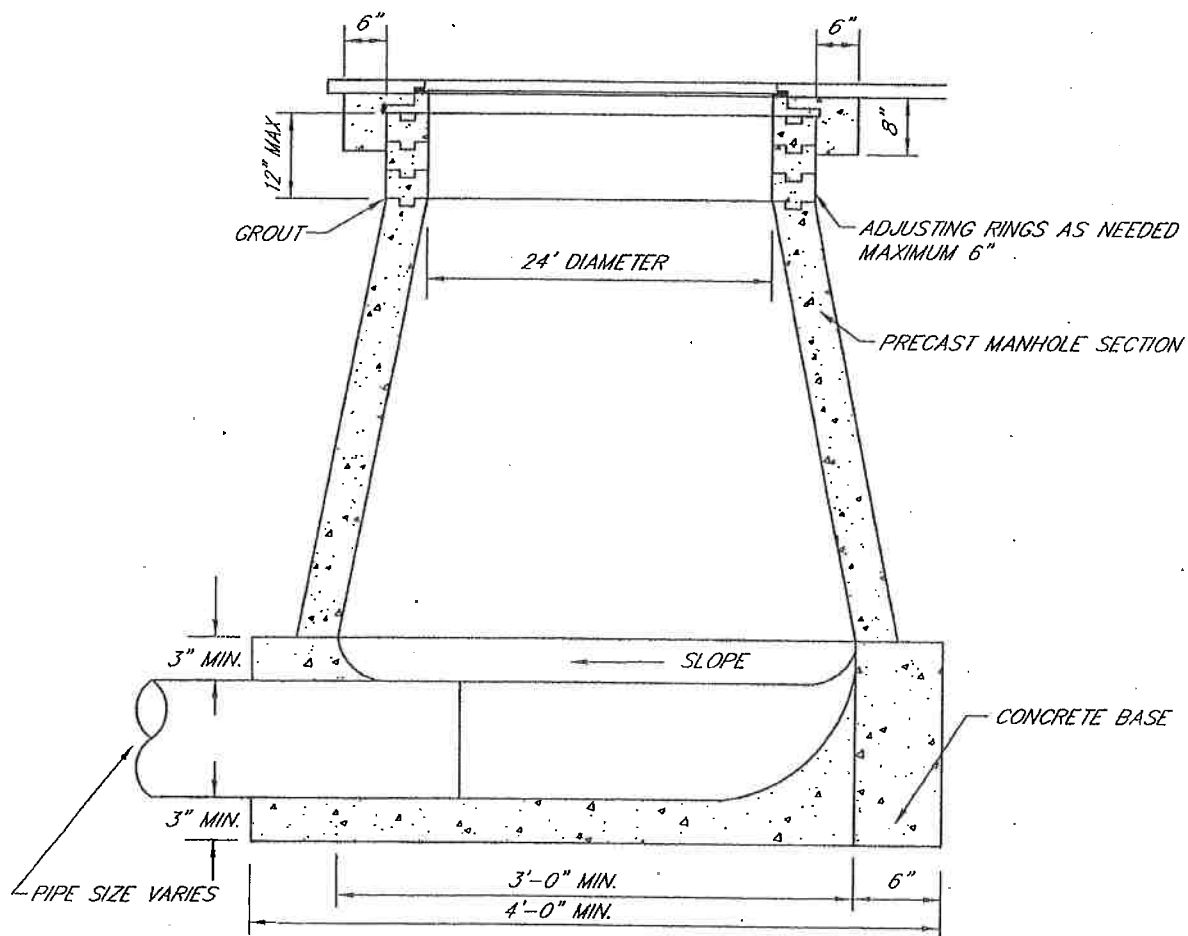
DRAWN BY: A.D.R.
CHECKED BY: R.H.H.
SCALE: NONE
DATE: 1/04

APPROVED BY: *[Signature]*
DATE APPROVED: 5/1/04

CITY OF HUGHSON

STANDARD DETAIL

6-SS.2



SANITARY TERMINAL MANHOLE

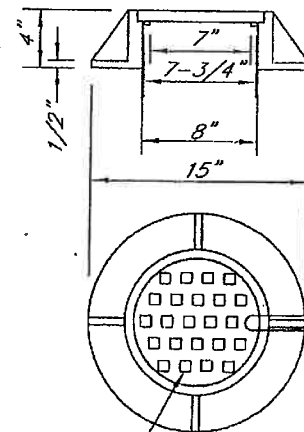
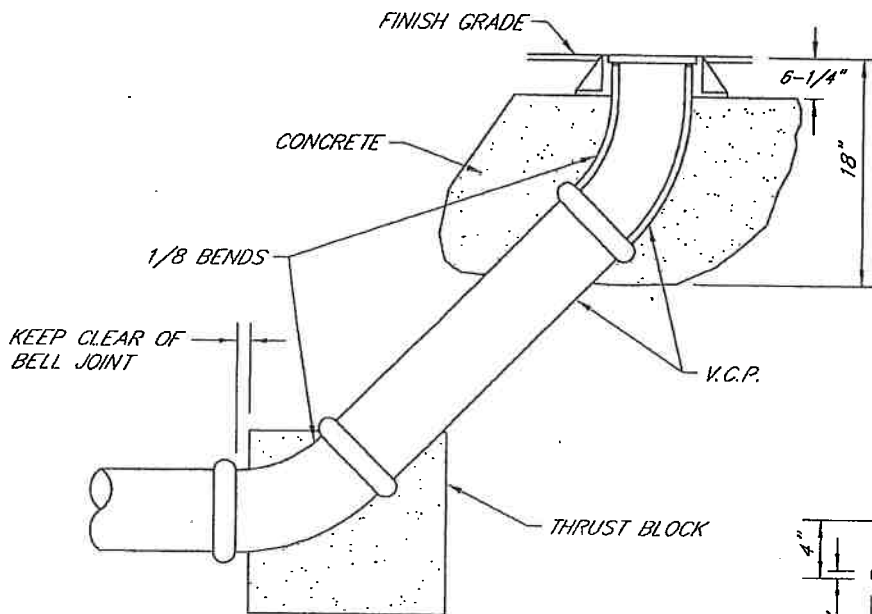
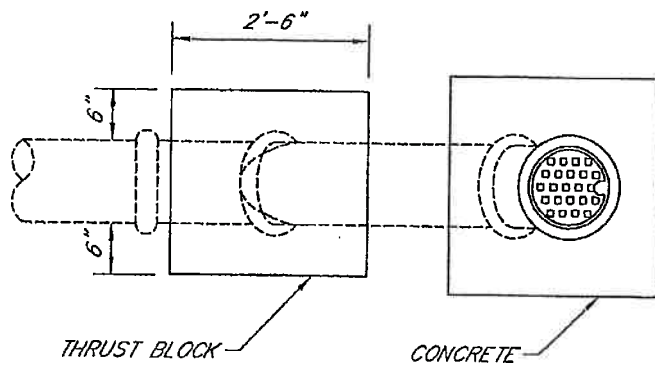
APPROVED BY: *[Signature]*
DATE APPROVED: 5/14/04

CITY OF HUGHSON

DRAWN BY: A.D.R.
CHECKED BY: R.H.H.
SCALE: NONE
DATE: 1/04

STANDARD DETAIL

6-SS.3




3/4" SQUARES SPACED
3/4" AS INDICATED
HT. 1/8"

PINKERTON FOUNDRY
OR APPROVED EQUAL



SANITARY SEWER LAMP HOLE

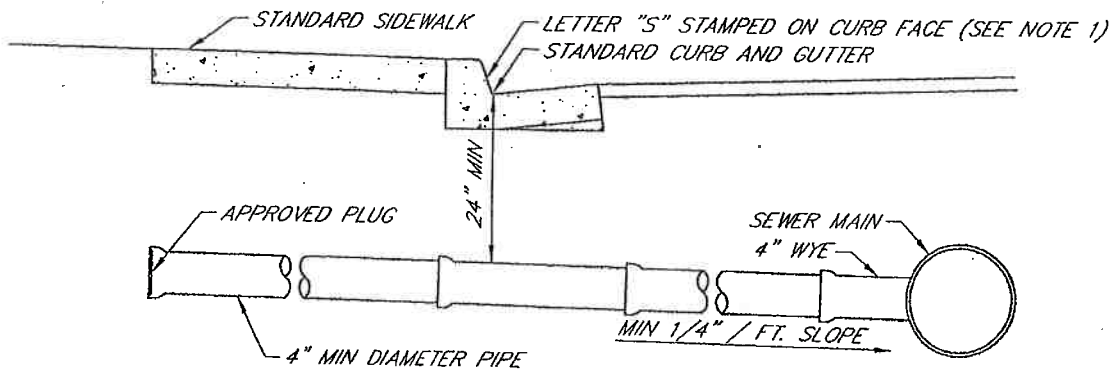
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DATE APPROVED: 8/12/07

CITY OF HUGHSON

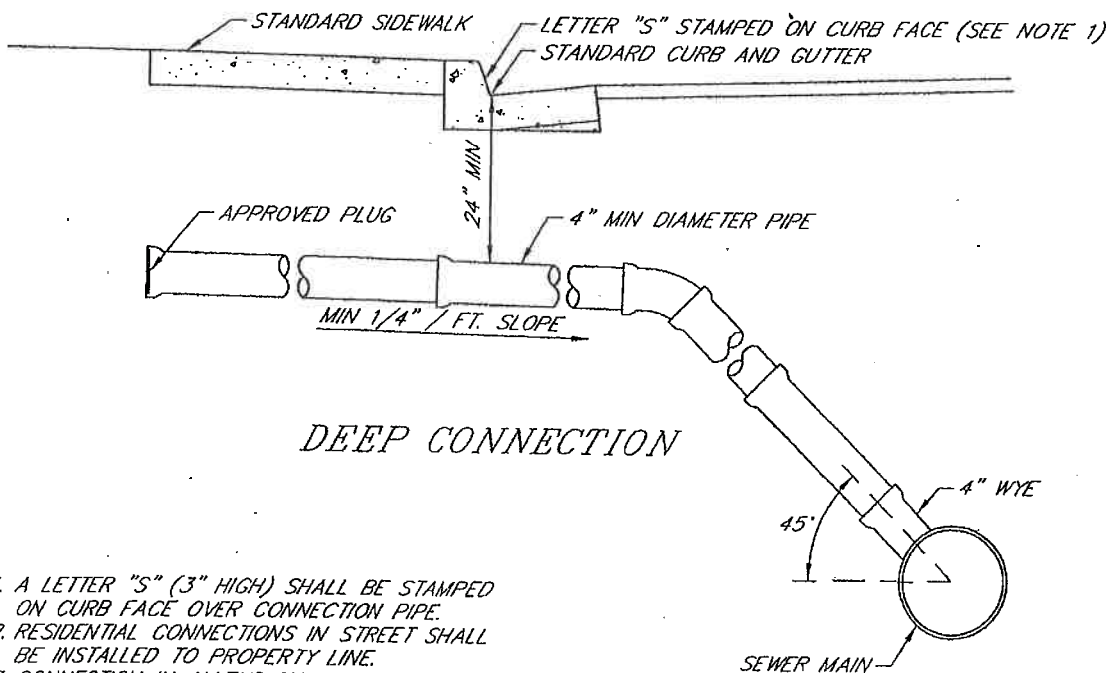
DRAWN BY: A.D.R.
CHECKED BY: R.H.H.
SCALE: NONE
DATE: 1/04

STANDARD DETAIL

6-SS.4



STANDARD CONNECTION



DEEP CONNECTION

1. A LETTER "S" (3" HIGH) SHALL BE STAMPED ON CURB FACE OVER CONNECTION PIPE.
2. RESIDENTIAL CONNECTIONS IN STREET SHALL BE INSTALLED TO PROPERTY LINE.
3. CONNECTION IN ALLEYS SHALL BE INSTALLED TO PROPERTY LINE.



HOUSE SERVICE LATERAL

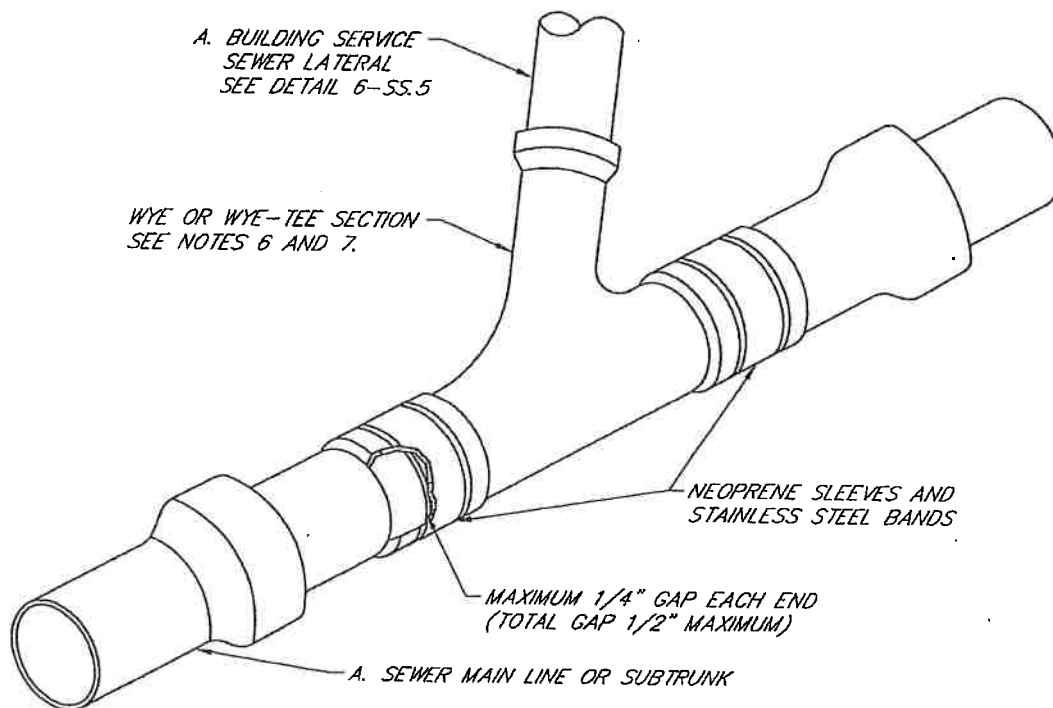
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CHECKED BY: R.H.H.
SCALE: NONE
DATE: 1/04

APPROVED BY: *[Signature]*
DATE APPROVED: 5/4/04

CITY OF HUGHSON

STANDARD DETAIL

6-SS.5



CASE A. - BUILDING SERVICE TO SEWER LATERAL CONNECTION
CASE B. - SEWER LATERAL TO SEWER MAIN CONNECTION

NOTES:

1. A SYNTHETIC RUBBER WEDGED INSERTED TEE, "TOP-TITE", MAY BE SUBSTITUTED FOR THE ABOVE PROCEDURE.
2. CUTS ARE TO BE MADE WITH A PIPE CUTTING TOOL.
3. THERE SHALL BE NO MORE THAN TWO BANDS IN FIVE FEET LENGTH OF SUB TRUNK RUN.
4. THERE SHALL BE NO MORE THAN TWO BANDS IN FIVE FEET LENGTH OF SEWER MAIN.
5. A MANHOLE SHALL BE REQUIRED TO CONNECT A SEWER LATERAL LARGER THAN 4" DIAMETER TO A SEWER MAIN, UNLESS OTHERWISE APPROVED BY THE CITY.
6. WYES SHALL BE INSTALLED WHEN CONNECTING TO 10" DIAMETER LINES OR SMALLER.
7. WYE-TEES CAN BE USED WHEN CONNECTING TO SEWER MAINS 5' OR DEEPER.



SEWER WYE CUT-IN DETAIL

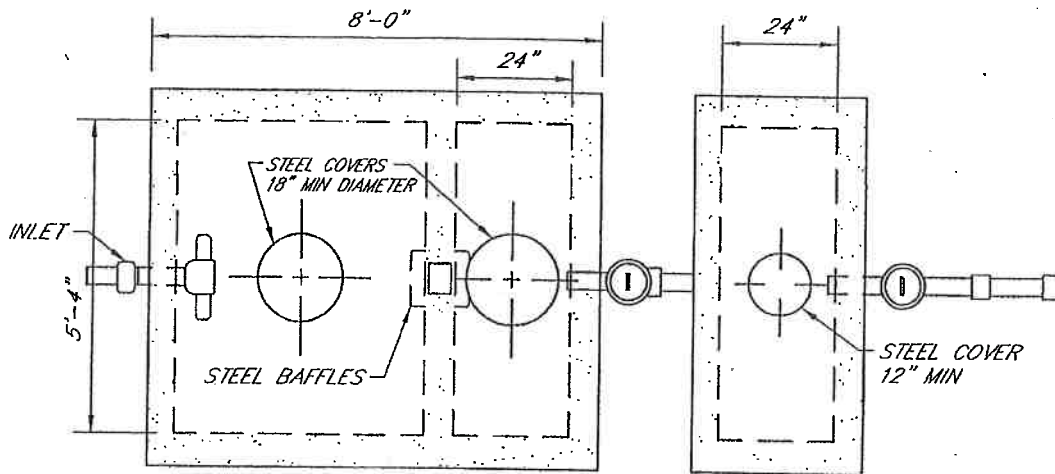
DRAWN BY: A.D.R.
CHECKED BY: R.H.H.
SCALE: NONE
DATE: 1/04

APPROVED BY: *[Signature]*
DATE APPROVED: 5/1/04

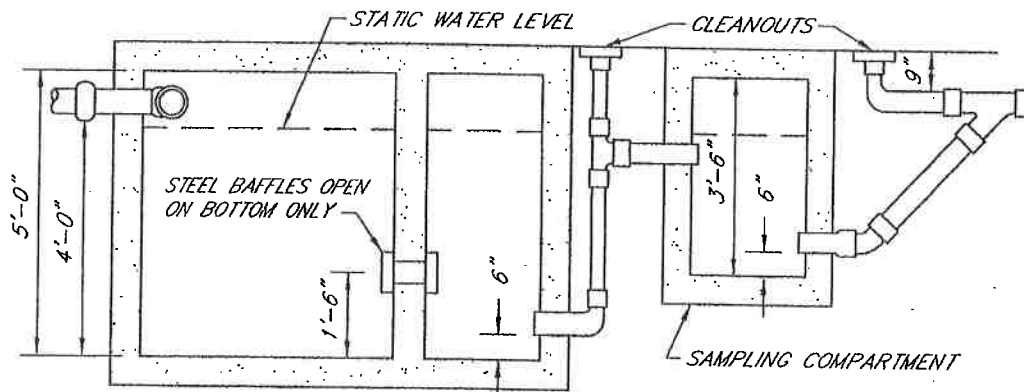
CITY OF HUGHSON

STANDARD DETAIL

6-SS.5A



PLAN



SECTION

1. SUGGESTED DETAIL. EACH UNIT SHALL BE DESIGNED BY A REGISTERED CIVIL ENGINEER AND APPROVED BY THE CITY.
2. DIMENSIONS SHOWN ARE FOR A MINIMUM SIZE (750 GALLON) TRAP.
3. CONCRETE SHALL BE MINIMUM 3000 PSI AT 28 DAYS.
4. ON 750 OR 800 GALLON TRAPS, SAMPLE BOX MAY BE ELIMINATED.
5. COVERS SHALL BE STEEL AND SHALL BE GAS TIGHT.
6. ALL WASTE SHALL ENTER TRAP THROUGH THE INLET PIPE ONLY.
7. REINFORCEMENT SHALL BE ADEQUATE FOR TRAFFIC CONDITIONS IN AREA WHERE TRAP IS LOCATED.



GREASE & SAND INTERCEPTOR

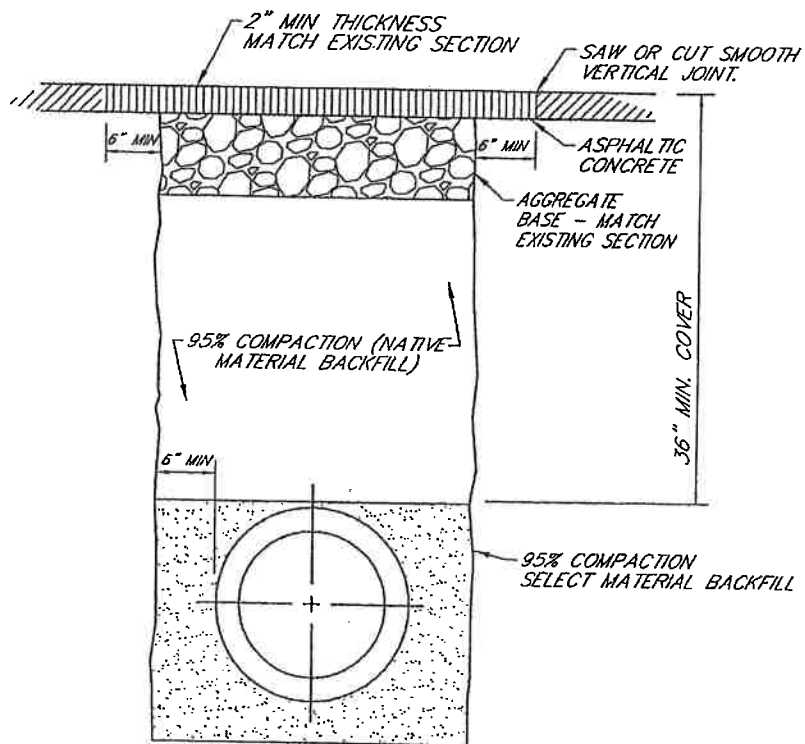
DRAWN BY: A.D.R.
CHECKED BY: R.H.H.
SCALE: NONE
DATE: 1/04

APPROVED BY: *[Signature]*
DATE APPROVED: 5/1/04

CITY OF HUGHSON

STANDARD DETAIL

6-SS.6



BACKFILL AND STREET EXCAVATION

DRAWN BY: A.D.R.
CHECKED BY: R.H.H.
SCALE: NONE
DATE: 1/04

APPROVED BY: *[Signature]*
DATE APPROVED: 5/11/04

CITY OF HUGHSON

STANDARD DETAIL

6-SS.7

BID SCHEDULE A

1	Mobilization (10%)	1	LS	\$	\$
2	Traffic Control Plan and Implementation System (10%)	1	LS	\$	\$
3	Fill Exist Pipe with Sand and Abandon in Place	3,860	LF	\$	\$
4	Fill Exist Pipe with 2-Sac Slurry and Abandon in Place	290	LF	\$	\$
5	Fill Exist Manhole with Sand and Abandon in Place	17	EA	\$	\$
6	Construct Sewer Spot Repair (Remove Portion and Install 24-Inch PVC-SDR 35 Pipe)	3	EA	\$	\$
7	Construct Precast Concrete Manhole per City of Hughson Std Detail 6-SS.1	1	EA	\$	\$
8	Install 12-Inch PVC-SDR 35 (Tully Rd)	62	LF	\$	\$
9	Install 10-Inch PVC-SDR 35 26 (Pipe Bursting) (2nd Street)	550	LF	\$	\$
10	Modify Manhole Base	7	EA	\$	\$
11	Connect Sewer Laterals	21	EA	\$	\$
12	Perform CCTV Inspection (Pre-construction) and Identify Laterals	550	LF	\$	\$
13	Perform CCTV Inspection (Final)	550	LF	\$	\$
14	Prepare and Implement Sewer Bypass System	1	LS	\$	\$
15	Cold Mill Exist AC Pavement 1.5" Uniform Depth (2nd St)	33,800	SF	\$	\$
16	Construct 1.5" AC Overlay (2nd St)	310	TN	\$	\$
17	Adjust Water Valve to Grade (2nd St)	5	EA	\$	\$
18	Construct New 1" Water Service Lateral From Existing Water Meter To Existing 8" Transite Water Per City Standard Detail 5-W.9.	49	EA	\$	\$

City of Hughson

Sewer Improvements on Tully Road and Second Street

19	Remove Existing Water Service Lateral From Existing Water Meter To Existing 4" DIP Water.	49	EA	\$	\$
20	Remove and Install New Water Meter [Furnished by City]	5	EA	\$	\$
TOTAL BID SCHEDULE A				\$	

BID SCHEDULE B – ADDITIVE BID ITEMS

Item	Description	Quantity	Units	Unit Price	Total
21	Cold Mill Exist AC Pavement 1.5" Uniform Depth (Tully Rd)	154,000	SF	\$	\$
22	Construct 1.5" AC Overlay (Tully Rd)	1,400	TN	\$	\$
23	Adjust Manhole to Grade (Tully Rd Ave)	41	EA	\$	\$
24	Adjust Water Valve to Grade (Tully Rd Ave)	34	EA	\$	\$
TOTAL BID SCHEDULE B				\$	

Bid Schedule A + B Total \$_____

Bid Schedule A + B Total (in words):

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

The City has the option to reject all bids with or without cause. The City also has the option to remove bid items at its discretion. If the City chooses to remove bid items, no bid price adjustment will be allowed.

For the purposes of determining the lowest responsible bidder, the Bid Schedule A and Bid Schedule B Total shall be considered.