



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

**AGENDA
MONDAY, FEBRUARY 10, 2020 – 7:00 P.M.**

CALL TO ORDER: Mayor Jeramy Young

ROLL CALL: Mayor Jeramy Young
Mayor Pro Tem George Carr
Councilmember Ramon Bawanana
Councilmember Harold Hill
Councilmember Michael Buck

FLAG SALUTE: Mayor Jeramy Young

INVOCATION: Hughson Ministerial Association

RULES FOR ADDRESSING CITY COUNCIL

Members of the audience who wish to address the City Council are requested to complete one of the forms located on the table at the entrance of the Council Chambers and submit it to the City Clerk. **Filling out the card is voluntary.**

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

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

2. PRESENTATIONS: NONE.**3. CONSENT CALENDAR:**

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

3.1: Approve the Minutes of the Regular Meeting of January 27, 2020.

3.2: Approve the Warrants Register.

4. UNFINISHED BUSINESS: NONE.**5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:**

5.1: Introduce and Waive the First Reading of Ordinance No. 2020-03, Amending Chapters 10.32, 17.01 and 17.03 of the Hughson Municipal Code Concerning the Parking of Recreation Vehicles.

5.2: Introduce and Waive the First Reading of Ordinance No. 2020-04, Amending Chapters 2.12 and 2.14 of the Hughson Municipal Code Concerning the Method of Appointment of the Planning Commission and the Parks, Recreation and Entertainment Commission.

6. NEW BUSINESS:

6.1: Approval to Adopt Resolution No.2020-03, Awarding the Santa Fe Overlay Project (Phase 2) Bid to Tom Mayo Construction, Inc. in the Amount of \$325,955 and Authorizing a 10% Construction Contingency as Well as a 10% Set-aside for Construction Management.

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 Admin Services:

Police Services:**City Attorney:****Student Representative:**

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

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

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

9.1: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2)
Or (3) of subdivision (d) of Section 54956.9: One (1) case

ADJOURNMENT:**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).

UPCOMING EVENTS:

February 11	▪ Parks, Recreation and Entertainment Commission Meeting, City Hall Chambers, 6:00 P.M.
February 12	▪ President Lincoln's Birthday (City Hall Closed)
February 12	▪ City/Fire 2+2 Committee, Hughson Fire District Office, 5:30 P.M.
February 17	▪ President Washington's Birthday (City Hall Closed)
February 18	▪ Planning Commission Meeting, City Hall Chambers, 6:00 P.M.
February 24	▪ State of the City Address, Samaritan Village, 6:30 P.M.
March 9	▪ City Council Meeting, City Council Chambers, 7:00 P.M.

March 10	▪ Parks, Recreation and Entertainment Commission Meeting, City Hall Chambers, 6:00 P.M.
March 17	▪ Planning Commission Meeting, City Hall Chambers, 6:00 P.M.
March 23	▪ City Council Meeting, City Hall Chambers, 6:00 P.M.
March 28	▪ Hughson Youth Baseball/Softball Opening Day, 9:00 A.M.

AFFIDAVIT OF POSTING

DATE: February 7, 2020 **TIME:** 4:00 PM
NAME: Ashton Gose **TITLE:** Deputy City Clerk

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.

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.

General Information: The Hughson City Council meets in the Council Chambers on the second and fourth Mondays of each month at 7:00 p.m., unless otherwise noticed.

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

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



CITY COUNCIL AGENDA ITEM NO. 3.1

SECTION 3: CONSENT CALENDAR

Meeting Date: February 10, 2020
Subject: Approval of the City Council Minutes
Presented By: Ashton Gose, Deputy City Clerk

A handwritten signature in blue ink, consisting of a stylized, cursive script.

Approved By: _____

Staff Recommendation:

Approve the Minutes of the Regular Meeting of January 27, 2020.

Background and Overview:

The draft minutes of the January 27, 2020 meeting are prepared for the Council's review.



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

**MINUTES
MONDAY, JANUARY 27, 2020 – 7:00 P.M.**

CALL TO ORDER: Mayor Jeramy Young

ROLL CALL:

Present: Mayor Jeramy Young
Mayor Pro Tem George Carr
Councilmember Harold Hill
Councilmember Ramon Bawanan
Councilmember Michael Buck

Staff Present: Raul Mendez, City Manager
Daniel Schroeder, City Attorney
Larry Seymour, Chief of Police
Ashton Gose, Deputy City Clerk
Lea Simvoulakis, Community Development Director
Merry Mayhew, Director of Finance and Admin Services
Jaime Velazquez, Utilities Superintendent

FLAG SALUTE: Mayor Jeramy Young

INVOCATION: Hughson Ministerial Association

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

Heather Bailey from the Hughson Library provided the City Council with an update regarding upcoming events at the Hughson Library.

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 January 13, 2020.
- 3.2: Approve the Warrants Register.
- 3.3: Approval to Waive the Second Reading and Adopt Ordinance No. 2020-02, Amending Chapter 15.12 – Flood Damage Prevention to Title 15 of the Hughson Municipal Code.
- 3.4: Accept Funding from the Hughson Chamber of Commerce in the Amount of \$500 Over a 12-month Period Beginning on January 1, 2020 to Assist with Deferred Maintenance Projects at the Hughson Community Senior Center.
- 3.5: Reject Claim for Damages – Mercury Insurance Company (Date of Occurrence: 10/7/2019).

YOUNG/BUCK 5-0-0-0 motion passes to approve the Consent Calendar as presented.

4. UNFINISHED BUSINESS: NONE.**5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.****6. NEW BUSINESS:**

- 6.1: Accept the Donation of a Flagpole by the Hughson Lions Club for Lebright Fields.

Director Simvoulakis presented the staff report on this item.

Mayor Young opened public comment at 7:07 P.M. There was no public comment. Mayor Young closed public comment at 7:07 P.M.

BAWANAN/BUCK 5-0-0-0 motion passes to accept the donation of a flagpole by the Hughson Lions Club for Lebright Fields.

7. CORRESPONDENCE:

- 7.1: Stanislaus Council of Governments Amendment Notification and Ordinance #20-01 of the Stanislaus County Transportation Authority,

Amending the Expenditure Plan of Measure L: Local Road First
Transportation Funding Measure Ordinance #16-01.

No action was taken on these items.

8. COMMENTS:

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

City Manager:

City Manager Mendez provided an update regarding the Stanislaus County Homeless Point in Time Count, which was conducted on January 23, 2020. He also reminded the City Council that the Stanislaus County Mentoring Celebration will be held on January 30, 2020.

Police Services:

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

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

Councilmember Bawanan attended the Knights of Columbus Annual Crab Feed on January 18, 2020. He also participated in the Emilie J Ross 6th Grade Camp Dinner Fundraiser on January 24, 2020. He stated his appreciation for City staff and Hughson Police Services.

Councilmember Hill thanked City staff and Police Services for all their hard work. He attended a Hughson Economic Development Committee meeting on January 27, 2020.

Councilmember Buck attended a League of California Cities New Mayor and Councilmembers Academy January 22-24, 2020. He participated in the Emilie J Ross 6th Grade Camp Dinner Fundraiser on January 24, 2020. He also attended a Hughson Economic Development Committee meeting on January 27, 2020.

Mayor Pro Tem Carr attended a Hughson Family Resource Center recognition dinner. He announced that he will not be attending the February 10, 2020 Hughson City Council meeting.

Mayor Young attended a League of California Cities Public Safety meeting on January 24, 2020. He also attended a Hughson Economic Development Committee meeting on January 27, 2020. He will be attending a recognition of StanCOG Executive Director Rosa De Leon Park as Women of the Year in Transportation in Sacramento on January 28, 2020.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

- 9.1: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2)
or (3) of subdivision (d) of Section 54956.9: One (1) case

No closed session.

ADJOURNMENT:

YOUNG/HILL 5-0-0-0 motion passes to adjourn the meeting at 7:23 P.M.

JERAMY YOUNG, Mayor

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: February 10, 2020
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Lisa Whiteside, Finance Manager

A handwritten signature in blue ink, appearing to be "Lisa Whiteside", is written over a horizontal line.

Approved By: _____

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 January 24, 2020 to February 6, 2020.

A recent review of stale dated checks revealed multiple checks that had not been cashed by current and past employees, City Council members, and Commission members. The stale dated checks were voided and re-issued. City staff continue to research additional stale dated checks and will void and reissue the checks if the owners are known.

City staff will be bringing forward an Unclaimed Property (Money) Resolution and Policy for Council's review and adoption, that allows for unclaimed funds to revert to the City after proper notice has been satisfied.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

Check Report

By Check Number

Date Range: 01/24/2020 - 02/06/2020

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: Payable Bank-Payable Bank							
00744 <u>INVO003142</u>	MAIN STREET DELI & BAKERY Invoice	01/27/2020	01/27/2020 Food for EDC	Regular	0.00 0.00	29.80 29.80	52514
01507 <u>INVO003151</u>	Ross F. Carrol, Inc Invoice	01/29/2020	01/29/2020 Retention Payment- Locust	Regular	0.00 0.00	8,853.00 8,853.00	52515
00016 <u>121814</u>	ABS PRESORT Invoice	01/09/2020	01/30/2020 BILL PRINTING- JAN 2020	Regular	0.00 0.00	926.48 926.48	52516
01532 <u>INVO003188</u>	Adrian Luna Invoice	01/29/2020	01/30/2020 Treatment 2 Sac State Course	Regular	0.00 0.00	166.53 166.53	52517
00032 <u>028662</u>	AFLAC Invoice	01/12/2020	01/30/2020 AFLAC	Regular	0.00 0.00	920.21 920.21	52518
01437 <u>INVO003149</u>	Anthony J. Prieto Water Well Drilling, Inc. Invoice	01/24/2020	01/30/2020 Final Retention Payment- Well 7 Replace	Regular	0.00 0.00	25,495.55 25,495.55	52519
01527 <u>INVO003155</u>	AT&T Permit Desk Invoice	01/24/2020	01/30/2020 Encroachment Permit deposit- AT&T Per	Regular	0.00 0.00	500.00 500.00	52520
00105 <u>22400,22345,224</u>	AZEVEDO'S AUTO SERVICE Invoice	01/24/2020	01/30/2020 Smog Inspections	Regular	0.00 0.00	535.80 535.80	52521
00123 <u>16993766</u>	BAY ALARM CO Invoice	01/24/2020	01/30/2020 Alarm	Regular	0.00 0.00	190.02 190.02	52522
00232 <u>139214</u>	CAPITOL DOOR SALES Invoice	01/24/2020	01/30/2020 DOOR LOCK (SENIOR CENTER)	Regular	0.00 0.00	325.78 325.78	52523
00255 <u>3945</u>	CENTRAL CALIFORNIA GENERA Invoice	01/17/2020	01/30/2020 Generator Service Parts	Regular	0.00 0.00	920.57 920.57	52524
00284 <u>0054047011020</u>	CHARTER COMMUNICATION Invoice	01/10/2020	01/30/2020 IP ADDRESS- 1ST	Regular	0.00 0.00	84.39 84.39	52525
00288 <u>316714</u> <u>316949</u>	CHOICE LIGHTING SUPPLY Invoice Invoice	01/06/2020 01/10/2020	01/30/2020 BLANKET P.O. CHOICE LIGHTING BLANKET P.O. CHOICE LIGHTING	Regular	0.00 0.00 0.00	710.15 272.55 437.60	52526
00310 <u>24833219</u> <u>24849081</u> <u>25070223</u> <u>25085556</u> <u>25235973</u> <u>25251665</u>	CLARK'S PEST CONTROL Invoice Invoice Invoice Invoice Invoice Invoice	11/19/2019 11/19/2019 12/05/2019 12/05/2019 01/07/2020 01/07/2020	01/30/2020 PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL	Regular	0.00 0.00 0.00 0.00 0.00 0.00	525.00 110.00 65.00 110.00 65.00 110.00 65.00	52527
00332 <u>81226</u> <u>81332</u>	CONDOR EARTH TECHNOLOGIES Invoice Invoice	01/24/2020 01/27/2020	01/30/2020 MS4 PERMIT Monitoring	Regular	0.00 0.00 0.00	6,225.50 2,748.25 3,477.25	52528
00356 <u>9402186338</u>	CRAFCO, INC.(PMSI) Invoice	01/24/2020	01/30/2020 Crack sealing material	Regular	0.00 0.00	2,613.96 2,613.96	52529
00368 <u>18-0112</u>	CSU STANISLAUS Invoice	01/06/2020	01/30/2020 Live Scan Fingerprint- A. Luna	Regular	0.00 0.00	57.00 57.00	52530

Check Report

Date Range: 01/24/2020 - 02/06/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01528	Elizabeth Sanchez	01/30/2020	Regular	0.00	500.00	52531
<u>INVO003152</u>	Invoice	01/25/2020	Senior Center Deposit Refund- Sanchez	0.00	500.00	
00463	EXPRESS PERSONNEL SERVICE	01/30/2020	Regular	0.00	632.32	52532
<u>23465158</u>	Invoice	01/08/2020	Extra Help- PW	0.00	632.32	
00464	EZ NETWORK SOLUTIONS	01/30/2020	Regular	0.00	4,114.39	52533
<u>37771</u>	Invoice	01/24/2020	IT SERVICES	0.00	493.49	
<u>TS37857</u>	Invoice	01/01/2020	IT SERVICES	0.00	3,620.90	
00513	GARTON TRACTOR	01/30/2020	Regular	0.00	283.05	52534
<u>CT59462</u>	Invoice	01/24/2020	garton tractor	0.00	283.05	
00528	GILTON SOLID WASTE MANAGE	01/30/2020	Regular	0.00	41,445.74	52535
<u>HUGHSS-041</u>	Invoice	01/14/2020	STREET SWEEPING	0.00	1,848.84	
<u>INVO003148</u>	Invoice	12/31/2019	GARBAGE SERVICE- December	0.00	39,596.90	
00563	HACH COMPANY	01/30/2020	Regular	0.00	4,090.34	52536
<u>11762337</u>	Invoice	01/24/2020	Service repairs Probe	0.00	3,487.71	
<u>11789653</u>	Invoice	01/24/2020	service part OxDitch	0.00	602.63	
01530	Hugo Padilla	01/30/2020	Regular	0.00	465.00	52537
<u>INVO003154</u>	Invoice	01/18/2020	Senior Center Deposit Refund- Padilla	0.00	465.00	
01282	JAIME VELAZQUEZ	01/30/2020	Regular	0.00	166.53	52538
<u>INVO003145</u>	Invoice	01/15/2020	Sac. State Univ. Tuitions Course Water Dis	0.00	166.53	
01529	Jose A. Trigueros	01/30/2020	Regular	0.00	1,060.00	52539
<u>INVO003153</u>	Invoice	01/28/2020	Senior Center Cancellation Refund- Trigue	0.00	1,060.00	
00718	LEAGUE OF CALIF. CITIES	01/30/2020	Regular	0.00	5,111.00	52540
<u>628227</u>	Invoice	01/01/2020	Membership Dues 2020	0.00	5,111.00	
01531	Martha Mendez	01/30/2020	Regular	0.00	1,075.00	52541
<u>INVO003187</u>	Invoice	01/29/2020	Senior Center Cancellation Refund- Mend	0.00	1,075.00	
00755	MCR ENGINEERING, INC	01/30/2020	Regular	0.00	13,332.20	52542
<u>14788</u>	Invoice	11/30/2019	Well Tank	0.00	13,332.20	
00611	Mid Valley Publications	01/30/2020	Regular	0.00	645.30	52543
<u>113580</u>	Invoice	01/13/2020	LEGAL #7039	0.00	525.80	
<u>113618</u>	Invoice	01/22/2020	LEGAL #7138	0.00	119.50	
00775	MISSION UNIFORM SERVICE	01/30/2020	Regular	0.00	88.54	52544
<u>510994138</u>	Invoice	10/21/2019	Uniform service	0.00	35.91	
<u>510994139</u>	Invoice	10/21/2019	Uniform service	0.00	52.63	
00884	PITNEY BOWES	01/30/2020	Regular	0.00	515.90	52545
<u>INVO003143</u>	Invoice	01/13/2020	POSTAGE	0.00	515.90	
00889	PLATT	01/30/2020	Regular	0.00	292.14	52546
<u>V983711</u>	Invoice	01/24/2020	Timer for starn park lights	0.00	292.14	
00901	PREFERRED ALLIANCE, INC.	01/30/2020	Regular	0.00	130.04	52547
<u>0155348-IN</u>	Invoice	12/31/2019	OFF-SITE PARTICIPANT	0.00	130.04	
00972	SAFE-T-LITE	01/30/2020	Regular	0.00	164.37	52548
<u>363149</u>	Invoice	01/02/2020	Jackets and Rain Gear for Adrian Luna	0.00	164.37	
01493	Salonen Electrical Inc dba Technical Electrical	01/30/2020	Regular	0.00	10,805.25	52549
<u>1961</u>	Invoice	11/27/2019	Electrical Repairs	0.00	3,415.15	
<u>1965</u>	Invoice	01/17/2020	Service A/C Repairs	0.00	2,555.36	
<u>1979</u>	Invoice	12/18/2019	Electrical Repair	0.00	4,204.74	
<u>2015</u>	Invoice	01/24/2020	service D.O. Probe	0.00	630.00	
00978	SAN JOAQUIN VALLEY	01/30/2020	Regular	0.00	957.00	52550

Check Report

Date Range: 01/24/2020 - 02/06/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>N136823, N1368</u>	Invoice	01/24/2020	Permit Generator	0.00	957.00	
00983	SAUNDERS A/C & HEATING	01/30/2020	Regular	0.00	93.67	52551
<u>A11770/Extra</u>	Invoice	01/17/2020	additional parts for ac and heater	0.00	93.67	
01009	SHRED-IT USA LLC	01/30/2020	Regular	0.00	165.08	52552
<u>8128940715</u>	Invoice	01/07/2020	Shredding	0.00	165.08	
01040	STANISLAUS COUNTY SHERIFF	01/30/2020	Regular	0.00	102,248.90	52553
<u>1920-087</u>	Invoice	01/13/2020	LAW ENFORCEMENT SERVICES- NOV	0.00	102,248.90	
01093	SYNAGRO WEST, LLC	01/30/2020	Regular	0.00	5,248.92	52554
<u>11914</u>	Invoice	12/31/2019	Blanket P.O. Synagro	0.00	2,072.00	
<u>9637</u>	Invoice	09/18/2019	Blanket P.O. Synagro	0.00	3,176.92	
01149	TURLOCK IRRIGATION DIST.	01/30/2020	Regular	0.00	27,544.07	52555
<u>INV0003156</u>	Invoice	01/17/2020	ELECTRIC	0.00	27,544.07	
01176	USA BLUE BOOK	01/30/2020	Regular	0.00	1,348.86	52556
<u>034340,038124</u>	Invoice	01/24/2020	Parts for service	0.00	482.92	
<u>105808,104074,1</u>	Invoice	01/17/2020	Parts Inv#'s105808,104074,104226,10524	0.00	865.94	
00168	W.H. BRESHEARS	01/30/2020	Regular	0.00	659.32	52557
<u>372831</u>	Invoice	01/22/2020	Fuel	0.00	659.32	
01206	WARDEN'S OFFICE	01/30/2020	Regular	0.00	225.79	52558
<u>2015994-1</u>	Invoice	01/17/2020	calenders	0.00	168.82	
<u>2018953-0</u>	Invoice	01/16/2020	MISC OFFICE SUPPLIES	0.00	19.40	
<u>2019400-00</u>	Invoice	01/22/2020	MISC OFFICE SUPPLIES	0.00	14.54	
<u>2019529-0</u>	Invoice	01/23/2020	MISC OFFICE SUPPLIES	0.00	23.03	
01226	WILLE ELECTRIC	01/30/2020	Regular	0.00	11.28	52559
<u>S1951826.001</u>	Invoice	01/24/2020	Fuses	0.00	11.28	
01260	CARLA JAUREGUI	01/31/2020	Regular	0.00	99.00	52560
<u>INV0003125</u>	Invoice	12/31/2019	Stale Dated Checks: Training & LLA Record	0.00	99.00	
00492	FONTANA, MARK	01/31/2020	Regular	0.00	46.17	52561
<u>INV0003131</u>	Invoice	12/31/2019	Stale Dated Check 15683	0.00	46.17	
01282	JAIME VELAZQUEZ	01/31/2020	Regular	0.00	1,691.67	52562
<u>INV0003126</u>	Invoice	12/31/2019	Stale Dated Checks: Over Payment Park R	0.00	10.00	
<u>INV0003133</u>	Invoice	12/31/2019	Stale Dated Check 15805	0.00	1,681.67	
01524	Jill Denise Silva	01/31/2020	Regular	0.00	230.87	52563
<u>INV0003130</u>	Invoice	12/31/2019	Stale Dated Check 15536	0.00	230.87	
01526	Kenneth Sartain	01/31/2020	Regular	0.00	46.17	52564
<u>INV0003134</u>	Invoice	12/31/2019	Stale Dated Check 46215	0.00	46.17	
01222	LISA WHITESIDE	01/31/2020	Regular	0.00	459.85	52565
<u>INV0003124</u>	Invoice	01/17/2020	Stale Dated Checks: Qtrly Meeting & FedEx	0.00	44.44	
<u>INV0003147</u>	Invoice	12/31/2019	Stale Dated Check 15619, 45465, 47563,	0.00	415.41	
01525	Matt Beekman	01/31/2020	Regular	0.00	277.05	52566
<u>INV0003132</u>	Invoice	12/31/2019	Stale Dated Check 15775	0.00	277.05	
01243	YOUNG, JERAMY	01/31/2020	Regular	0.00	507.92	52567
<u>INV0003129</u>	Invoice	12/31/2019	Stale Dated Check 16284 & 15629	0.00	507.92	
01144	TROPHY WORKS	02/03/2020	Regular	0.00	16.18	52568
<u>905886</u>	Invoice	01/24/2020	Name Plate: Donya Nunes	0.00	16.18	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	02/05/2020	Regular	0.00	40.12	52578
<u>INV0003111</u>	Invoice	01/16/2020	INCOME WITHHOLDING FOR CHILD SUPP	0.00	40.12	

Check Report

Date Range: 01/24/2020 - 02/06/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00496	FRANCHISE TAX BOARD	02/05/2020	Regular	0.00	200.00	52579
<u>INV0003112</u>	Invoice	01/16/2020	INCOME WITHHOLDING GARNISHMENT	0.00	200.00	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	02/05/2020	Regular	0.00	40.12	52580
<u>INV0003197</u>	Invoice	01/31/2020	INCOME WITHHOLDING FOR CHILD SUPP	0.00	40.12	
00496	FRANCHISE TAX BOARD	02/05/2020	Regular	0.00	200.00	52581
<u>INV0003198</u>	Invoice	01/31/2020	INCOME WITHHOLDING GARNISHMENT	0.00	200.00	

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	81	59	0.00	276,354.86
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
	81	59	0.00	276,354.86

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	81	59	0.00	276,354.86
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
	81	59	0.00	276,354.86

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	1/2020	275,858.44
999	POOLED CASH/CONSOLIDATED CASH	2/2020	496.42
			276,354.86



Hughson

Refund Check Register
Refund Check Detail

UBPKT00996 - Refunds 01 UBPKT00988 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
11-1170-003	MCFADEZAN, HEATHER & ALAN	2/3/2020	52569	110.12			110.12	Deposit
11-1600-002	PORTER, JOYCE	2/3/2020	52570	9.04			9.04	Deposit
12-2391-001	APLEGATE, RICK	2/3/2020	52571	270.57			270.57	Generated From Billing
13-1310-007	Dea, Frances	2/3/2020	52572	120.79			120.79	Generated From Billing
13-2890-008	Snyder, Trent	2/3/2020	52573	73.37			73.37	Generated From Billing
15-0630-001	MCCORMICK, DOUG	2/3/2020	52574	121.77			121.77	Deposit
15-3180-001	DELGADO, FRANK W	2/3/2020	52575	121.59			121.59	Generated From Billing
15-4780-002	MCCARTY, LAURIE AND KEN	2/3/2020	52576	112.96			112.96	Generated From Billing
16-2330-003	Mello, Rashonda	2/3/2020	52577	42.82			42.82	Generated From Billing
Total Refunds: 9				Total Refunded Amount:			983.03	

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	983.03
Revenue Total:	983.03

General Ledger Distribution

Posting Date: 02/03/2020

Account Number	Account Name	Posting Amount	IFT
Fund: 510 - WATER/SEWER DEPOSIT			
510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	-983.03	Yes
510-11040	CUSTOMER CREDITS	983.03	
510 Total:		0.00	
Fund: 999 - POOLED CASH/CONSOLIDATED CASH			
999-10010	CASH IN BANK-MONEY MARKET	-983.03	
999-20000	DUE TO OTHER FUNDS (POOLED CASH)	983.03	Yes
999 Total:		0.00	
Distribution Total:		0.00	



CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date: February 10, 2020
Subject: Introduce and Waive the First reading of Ordinance No. 2020-03, Amending Chapters 10.32, 17.01, and 17.03 of the Hughson Municipal Code Concerning the Parking of Recreational Vehicles
Presented By: Lea C. Simvoulakis, Community Development Director
Daniel J. Schroeder, City Attorney

Approved By: _____

Staff Recommendation:

Introduce and waive the first reading of Ordinance No. 2020-03, amending Chapters 10.32, 17.01, and 17.03 of the Hughson Municipal Code concerning the parking of recreational vehicles

Background and Overview:

At the June 10 and July 22, 2019 City Council meetings, City staff presented recommended changes to the Hughson Municipal Code to address the various concerns posed by the community related to the parking of recreational vehicles (RVs) within the City limits. The impetus for these recommended changes were the various discussions at City Council meetings about RVs and complaints received by the Code Enforcement Officer from the community.

During the regular meeting of July 22, the City Council reached consensus on four of the six recommended changes. City staff was directed to further develop the two recommendations that pertained to parking surface and setback requirements and bring those back with further clarification and when the full City Council was present. At the November 25, 2019 meeting, City staff presented the four topics related to the storage of RVs on public and private property, and brought back the two items for clarification. At this meeting, staff received Council's direction related to these items and took the proposed code changes to the Planning Commission on December 17, 2019.

The Planning Commission considered the draft ordinance amendment and found that the proposed changes were consistent with the City's Adopted General Plan.

City staff then needed a minor clarification on an item and went back to the City Council for clarification. Once staff received the clarification from the City Council, the ordinance was taken back to the Planning Commission on January 21, 2020 for their consideration and to ensure compliance with the City's Adopted General Plan.

Today, all the code changes related to RVs are presented in Ordinance 2020-03. Should the Council agree to do so, the first reading of the ordinance will be waived and then will be brought back for formal adoption at its subsequent regular meeting.

Discussion:

The following are the ordinance changes related to RVs:

1. The 72-hour Rule: Sections 10.32.300(A) and (C)

"A. The city council hereby finds and determines that the unrestricted parking of recreation vehicles (as defined by HMC 17.01.090(R)) on public streets in the city leads to their unlawful occupation as dwelling units, congests traffic and constitutes a hazard to the public safety in that recreation vehicles restrict visibility.

"C. It is unlawful to park, stop or leave standing recreation vehicles (as defined in HMC 17.01.090(R)(1)) on any street, alley or highway, or a portion thereof, for more than a period of 72 hours, within any period of seven consecutive days, except upon the issuance of a permit for a period not to exceed seven consecutive days as long as the recreation vehicle is located in front of the applicant's single family dwelling. Permits under this subsection may be issued pursuant to HMC 10.32.130 and 10.32.140."

2. Definition: Section 17.01.090(R)

"R. Definitions, "R."

1. Recreational Vehicle and Recreation Vehicle. "Recreational vehicle" and "recreation vehicle" means mobile home not on a foundation, camper, motor home, trailer, fifth wheel, or watercraft.

2. Recreational Vehicle (RV) Park. "Recreational vehicle park" means a facility designed and equipped in accordance with the requirements of HMC 17.03.052 and applicable state laws, for the accommodation of motor homes and recreational vehicles on a temporary basis.

3. Regularly Features. The term "regularly features" with respect to an adult theater or adult cabaret means a regular and substantial course of conduct. The fact that live performances which are distinguished or characterized by an emphasis upon the display of specified anatomical areas or specified sexual activities occurs on two or more occasions within a 30-day period; three or more

occasions within a 60-day period; or four or more occasions within a 180-day period, shall to the extent permitted by law be deemed to be a regular and substantial course of conduct.

4. "Repair service" means any service or facility where electrical, electronic or mechanical equipment are repaired away from the premises of the customer.

5. "Research laboratory" means a facility for scientific research, including but not limited to pharmaceutical, chemical and biotechnology research, or the design, development and testing of electrical, electronic, magnetic, optical, computer or telecommunications components.

6. "Residential care home" means a state authorized, certified or licensed family care home, foster home, or group home serving six or fewer mentally disordered or otherwise handicapped persons or dependent and neglected children on a 24-hour basis.

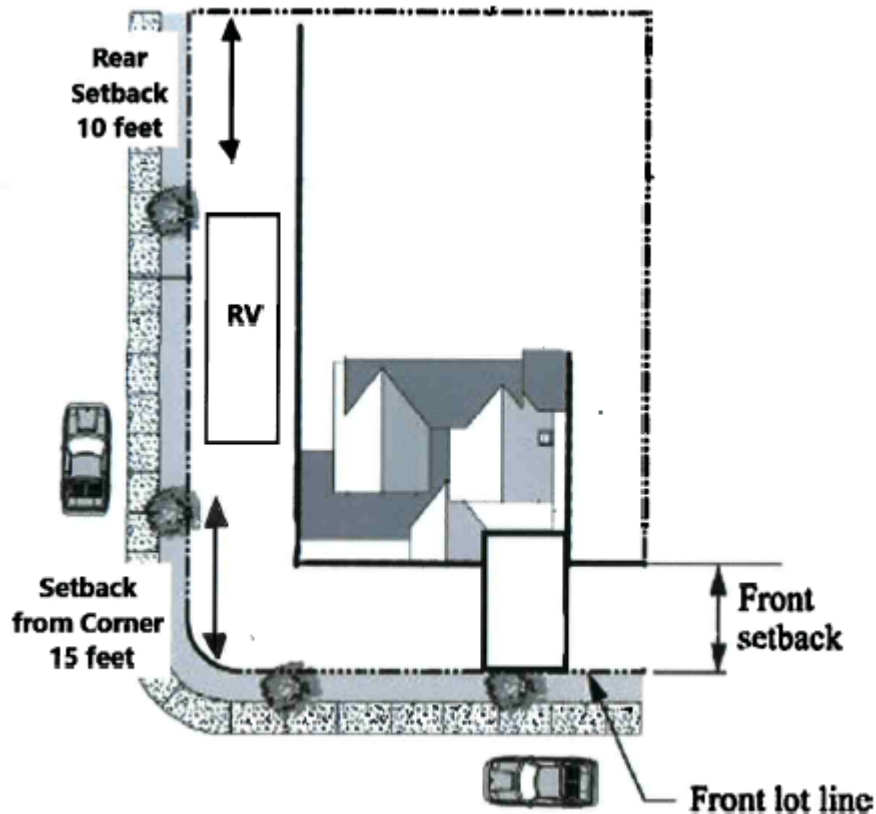
7. "Restaurant or cafe" means any retail business that sells ready-to-eat food or beverages for on-premises or off-premises consumption.

3. Number of Vehicles and Location of Private Property: Section 17.03.052 (A) and (D)

"A. Purpose. The purpose of this section is to provide requirements for temporary and permanent mobile homes and storage of recreational vehicles within the city of Hughson and to ensure that they conform to the provisions of the following laws:

D. Storage. Only one recreation vehicle may be stored off the street and on a property when not located behind a fence or in a garage with the garage door closed. A recreational vehicle shall not be stored within the front setback of a property as set forth in HMC 17.02.008 unless it is stored on the driveway, or on the side of a corner parcel as shown in figure 17.03.052.1, and out of the public right-of way.

Figure 17.03.052.1



Any recreation vehicle stored on a property, including behind a fence or in a garage, shall not be used or maintained as a living quarters or business conducted therein while such vehicle is so parked or stored, except as otherwise provided in this section.”

**4. Temporary Use for RVs in Residential Zones during Construction:
Section 17.03.052(G)**

“G. Temporary Use of Recreational Vehicles in Residential Zones. A recreational vehicle may be used as a single-family dwelling unit on a property zoned for single-family residential use for a period of time not to exceed the time required to complete the project or one year, whichever is less. The City Manager or his/her designee in their sole discretion may allow a period of time greater than one year, but in no event more than two years. An administrative permit shall be required for such recreational vehicles, subject to the following additional requirements:

1. There is an existing single-family dwelling unit on the site that cannot be occupied until repairs are completed, and a valid building permit has been issued to make all repairs required to make the dwelling unit habitable.

2. The occupied recreational vehicle is not placed within a required setback, with the exception of a designated driveway that conforms to the standards of the district in which the recreational vehicle is located.

3. Recreational vehicles shall be located in a designated area within the parcel as approved by the planning officer.

Recreational vehicles shall be located so as to minimize their visibility from the public right-of-way or adjacent properties.”

5. Surface: Section 17.03.060(B)(7)

7. Recreational Vehicle Parking. Recreational vehicles shall be parked on areas at grade surfaced with an all-weather material, defined as concrete, asphalt, or minimum three-fourth (3/4) inch stone or gravel. The all-weather material shall be a minimum of four (4) inches deep with weed barrier and sufficiently compacted so as to eliminate the unreasonable accumulation of dust, dirt, mud, or weeds and shall be sufficiently maintained so that it will drain and dispose of all surface water per the City’s standard specification. A permit shall be obtained in accordance with HMC 15.04.035 prior to construction of a recreational vehicle parking surface pursuant to this subsection. Recreational vehicles shall not discharge any litter, sewer effluent, or other matter except into sanitary facilities designed to dispose of such materials. An exception is the use of an unimproved surface for the temporary parking of operable recreational vehicles for temporary activities (e.g., carnivals, circuses, fairs, concerts, farmers’ markets) being held in accordance with a city issued temporary activity or temporary parking permit. Any temporary parking must comply with the minimum vehicular parking requirements set forth in Table 17.03.060(A). This provision shall not apply to any unimproved surfaces owned or operated by another public entity, as defined in Government Code Section 811.2, within the city limits.

Fiscal Impact:

There is no immediate fiscal impact associated with this discussion item. RV parking requirements within the City limits are currently enforced by the part-time Code Enforcement Officer on a complaint-driven basis. Depending on the level of revisions made to the Hughson Municipal Code there may be a need to allocate additional staffing resources for enforcement as part of the annual budget process.

**CITY OF HUGHSON
CITY COUNCIL
ORDINANCE NO. 2020-03**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUGHSON, AMENDING
CHAPTERS 10.32, 17.01 AND 17.03 OF THE HUGHSON MUNICIPAL CODE
CONCERNING PARKING OF VEHICLES**

WHEREAS, the City of Hughson Municipal Code Chapters 10.32, 17.01 and 17.03 currently provide regulations regarding of parking for all vehicles as well as parking of recreational vehicles within the City; and

WHEREAS, the City desires to amend Chapters 10.32, 17.01 and 17.03 to limit who can seek a permit to park aa recreational vehicle on a City street, alley and highway for a period greater than 72 hours, limit the storage of recreational vehicles not behind a fence or in a garage, regulate the parking surface for recreational vehicles, and the temporary use of a recreational vehicle by permit.

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

Section 1 Sections 10.32.300(A) and (C) of the Hughson Municipal Code are amended to read in full as follows:

“A. The city council hereby finds and determines that the unrestricted parking of recreation vehicles (as defined by HMC 17.01.090(R)) on public streets in the city leads to their unlawful occupation as dwelling units, congests traffic and constitutes a hazard to the public safety in that recreation vehicles restrict visibility.

“C. It is unlawful to park, stop or leave standing recreation vehicles (as defined in HMC 17.01.090(R)(1)) on any street, alley or highway, or a portion thereof, for more than a period of 72 hours, within any period of seven consecutive days, except upon the issuance of a permit for a period not to exceed seven consecutive days as long as the recreation vehicle is located in front of the applicant’s single family dwelling. Permits under this subsection may be issued pursuant to HMC 10.32.130 and 10.32.140.”

Section 2 Section 17.01.090(R) of the Hughson Municipal Code is amended to read in full as follows:

“R. Definitions, “R.”

1. Recreational Vehicle and Recreation Vehicle. “Recreational vehicle” and “recreation vehicle” means mobile home not on a foundation, camper, motor home, trailer, fifth wheel, or watercraft.

2. Recreational Vehicle (RV) Park. “Recreational vehicle park” means a facility designed and equipped in accordance with the requirements of HMC 17.03.052 and applicable state laws, for the accommodation of motor homes and recreational vehicles on a temporary basis.

3. Regularly Features. The term “regularly features” with respect to an adult theater or adult cabaret means a regular and substantial course of conduct. The fact that live performances which are distinguished or characterized by an emphasis upon the display of specified anatomical areas or specified sexual activities occurs on two or more occasions within a 30-day period; three or more occasions within a 60-day period; or four or more occasions within a 180-day period, shall to the extent permitted by law be deemed to be a regular and substantial course of conduct.

4. “Repair service” means any service or facility where electrical, electronic or mechanical equipment are repaired away from the premises of the customer.

5. “Research laboratory” means a facility for scientific research, including but not limited to pharmaceutical, chemical and biotechnology research, or the design, development and testing of electrical, electronic, magnetic, optical, computer or telecommunications components.

6. “Residential care home” means a state authorized, certified or licensed family care home, foster home, or group home serving six or fewer mentally disordered or otherwise handicapped persons or dependent and neglected children on a 24-hour basis.

7. “Restaurant or cafe” means any retail business that sells ready-to-eat food or beverages for on-premises or off-premises consumption.

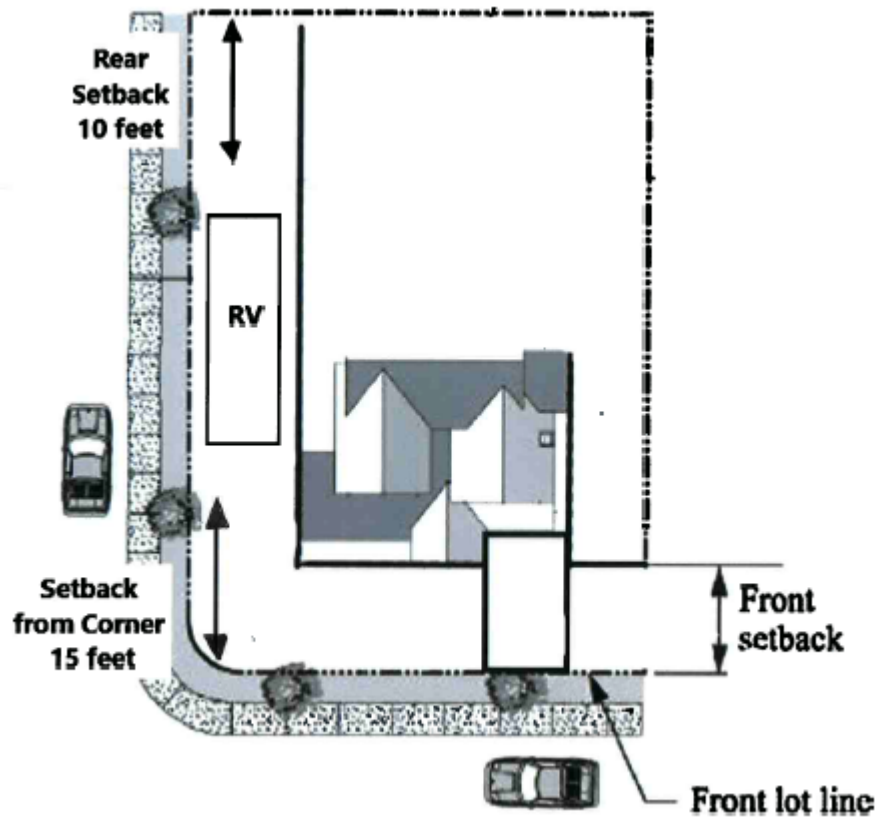
Section 3

Sections 17.03.052(A) and (D) of the Hughson Municipal Code is amended to read in full as follows:

“A. Purpose. The purpose of this section is to provide requirements for temporary and permanent mobile homes and storage of recreational vehicles within the city of Hughson and to ensure that they conform to the provisions of the following laws:

D. Storage. Only one recreation vehicle may be stored off the street and on a property when not located behind a fence or in a garage with the garage door closed. A recreational vehicle shall not be stored within the front setback of a property as set forth in HMC 17.02.008 unless it is stored on the driveway, or on the side of a corner parcel as shown in figure 17.03.052.1, and out of the public right-of way.

Figure 17.03.052.1



Any recreation vehicle stored on a property, including behind a fence or in a garage, shall not be used or maintained as a living quarters or business conducted therein while such vehicle is so parked or stored, except as otherwise provided in this section.”

Section 4

Section 17.03.052(G) of the Hughson Municipal Code is amended to read in full as follows:

“G. Temporary Use of Recreational Vehicles in Residential Zones. A recreational vehicle may be used as a single-family dwelling unit on a property zoned for single-family residential use for a period of time not to exceed the time required to complete the project or one year, whichever is less. The City Manager or his/her designee in their sole discretion may allow a period of time greater than one year, but in no event more than two years. An administrative permit shall be required for such recreational vehicles, subject to the following additional requirements:

1. There is an existing single-family dwelling unit on the site that cannot be occupied until repairs are completed, and a valid building permit has been issued to make all repairs required to make the dwelling unit habitable.
2. The occupied recreational vehicle is not placed within a required setback, with the exception of a designated driveway that conforms to the standards of the district in which the recreational vehicle is located.
3. Recreational vehicles shall be located in a designated area within the parcel as approved by the planning officer. Recreational vehicles shall be located so as to minimize their visibility from the public right-of-way or adjacent properties.”

Section 5

Section 17.03.060(B)(7) of the Hughson Municipal Code is added to read in full as follows:

“7. Recreational Vehicle Parking. Recreational vehicles shall be parked on areas at grade surfaced with an all-weather material, defined as concrete, asphalt, or minimum three-fourth (3/4) inch stone or gravel. The all-weather material shall be a minimum of four (4) inches deep with weed barrier and sufficiently compacted so as to eliminate the unreasonable accumulation of dust, dirt, mud, or weeds and shall be sufficiently maintained so that it will drain and dispose of all surface water per the City’s standard specification. A permit shall be obtained in accordance with HMC 15.04.035 prior to construction of a recreational vehicle parking surface pursuant to this subsection. Recreational vehicles shall not discharge any litter, sewer effluent, or other matter except into sanitary facilities designed to dispose of such materials. An exception is the use of an unimproved surface for the temporary parking of operable recreational vehicles for temporary activities (e.g., carnivals, circuses, fairs, concerts, farmers’ markets) being held in accordance with a city issued temporary activity or temporary parking permit. Any temporary parking must comply with the minimum vehicular parking requirements set forth in Table 17.03.060(A). This provision shall not apply to any unimproved surfaces owned or operated by another public entity, as defined in Government Code Section 811.2, within the city limits.”

Section 6

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 7

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 8 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 9 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 February 10, 2020, 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 January __, 2020, by the following votes:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 5.2

SECTION 5: PUBLIC HEARING

Meeting Date: February 10, 2020
Subject: Introduce and Waive the First Reading of Ordinance No. 2020-04, Amending Chapters 2.12 and 2.14 of the Hughson Municipal Code Concerning the Method of Appointment of the Planning Commission and Parks, Recreation and Entertainment Commission
Presented By: Raul L. Mendez, City Manager
Daniel J. Schroeder, City Attorney

A handwritten signature in blue ink, appearing to be "R. Mendez", is written over a horizontal line.

Approved By: _____

Staff Recommendation:

Introduce and waive the first reading of Ordinance No. 2020-04, amending Chapters 2.12 and 2.14 of the Hughson Municipal Code concerning the method of appointment of the Planning Commission and the Parks, Recreation and Entertainment Commission.

Background and Overview:

The Hughson Municipal Code currently provides procedures for the appointment of Planning Commissioners and Parks, Recreation and Entertainment Commissioners. Qualifications to become a Commissioner for either Commission requires, at a minimum, citizenship in accordance with California Government Code Section 1020.

The State of California recently adopted SB 225 amending California Government Code 1020 amending the eligibility requirements for appointment to people eligible to hold appointed offices.

The Commissioners of the Planning Commission and Parks, Recreation and Entertainment Commission are appointed civic offices and subject to California Government Code 1020 and as amended by SB 225.

Discussion:

The City Attorney reviewed the Hughson Municipal Code considering SB 225 and drafted proposed language to ensure conformance with the California Government Code. As such, the following amendments are recommended:

Planning Commission/HMC Section 2.12.020

“To be eligible for appointment or to hold office as a member of The Planning Commission, a person shall be at least 18 years of age and a resident of the city.”

Parks, Recreation and Entertainment Commission/HMC Section 2.14.030

“To be eligible for appointment or to hold office as a member of The Parks, Recreation and Entertainment Commission: (1) no fewer than three appointees shall be at least 18 years of age and a resident of the City of Hughson; and (2) no more than two appointees shall be a person at least 18 years of age that reside outside the city limits but within the 95326 zip code.”

Fiscal Impact:

There is no fiscal impact associated with change.

**CITY OF HUGHSON
CITY COUNCIL
ORDINANCE NO. 2020-04**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUGHSON,
AMENDING CHAPTERS 2.12 AND 2.14 OF THE
HUGHSON MUNICIPAL CODE CONCERNING THE METHOD OF
APPOINTMENT OF THE PLANNING COMMISSION AND THE PARKS,
RECREATION AND ENTERTAINMENT COMMISSION**

WHEREAS, the City of Hughson Municipal Code Chapters 2.12 and 2.14 currently provide procedures for the appointment of Planning Commissioners and Parks, Recreation and Entertainment Commissioners; and

WHEREAS, in accordance with Chapters 2.12 and 2.14, qualifications to become a Commissioner for either Commission requires, at a minimum, citizenship in accordance with California Government Code section 1020; and

WHEREAS, The State of California has adopted SB 225 amending California Government Code section 1020 amending the eligibility requirements for appointment to people eligible to hold appointed civil offices; and

WHEREAS, The Planning Commission and The Parks, Recreation and Entertainment Commission and the Commissioners of those two Commissions, are appointed civil offices, and thus subject to Government Code section 1020 and as amended by SB 225; and

WHEREAS, the City Council hereby desires to amend the eligibility requirements for both Commissions in order to conform to California State Law;

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

Section 1 Section 2.12.020 of the Hughson Municipal Code is amended to read in full as follows

“2.12.020 Eligibility.

To be eligible for appointment or to hold office as a member of The Planning Commission, a person shall be at least 18 years of age and a resident of the city.”

Section 2 Subsection (A) of Section 2.14.030 of the Hughson Municipal Code is amended to read in full as follows:

“2.14.030 Commission appointment and qualifications.

“A. To be eligible for appointment or to hold office as a member of The Parks, Recreation and Entertainment Commission: (1) no fewer than three appointees shall be at least 18 years of age and a resident of the City of Hughson; and (2) no more than two

appointees shall be a person at least 18 years of age that reside outside the city limits but within the 95326 zip code.”

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 this Ordinance to be published in full 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 February 10, 2020, 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 _____, 2020, by the following votes:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: February 10, 2020
Subject: Approval to Adopt Resolution No.2020-03, Awarding the Santa Fe Overlay Project (Phase 2) Bid to Tom Mayo Construction, Inc. in the Amount of \$325,955 and Authorizing a 10% Construction Contingency as Well as a 10% Set-aside for Construction Management
Presented By: Lea Simvoulakis, Community Development Director
Enclosures: Construction Services Agreement

Approved By: _____

Staff Recommendation:

1. Adopt Resolution No. 2020-03, awarding the Santa Fe Overlay Project (Phase 2) to Tom Mayo Construction, Inc in the amount of \$325,955 and authorizing a 10% construction contingency as well as a 10% construction set-aside for construction management.
2. Authorize the City Manager to execute the final construction contract with the lowest responsible bidder inclusive of any final edits by the City Attorney.

Background:

On December 9, 2019, the Hughson City Council authorized staff to release bid documents for the Santa Fe Overlay Project (Phase 2). This project consists of widening Santa Fe Avenue to a minimum of 28 feet and grinding/milling the entire existing roadway 0.15" deep and applying an overlay of asphalt concrete, Type A (1/4" design mix) at a minimum depth of 3". The project limits are between Whitmore Avenue and Seventh Street (approximately .5 miles). On January 29, 2020, the City held a bid opening and received five sealed bids. The bids received are listed below:

- | | |
|--------------------------------|------------|
| 1. Tom Mayo Construction, Inc. | \$ 325,955 |
| 2. George Reed Construction | \$ 327,624 |
| 3. T&S Intermodal | \$ 347,800 |

4. Hensley's Paving	\$ 383,651
5. QA Constructors	\$ 506,629.20

The engineer's estimate for the project was \$341,194, which was \$15,239 higher than the apparent lowest bid. With this 10% construction management/inspection cost and the 10% construction contingency, the total cost for construction will be \$391,147.

After reviewing all the bids, the apparent lowest bid was analyzed to make sure 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 therefore be awarded the contract. Therefore, it is appropriate for the City Council to award the bid for the Santa Fe Overlay (Phase 2) project this evening to Tom Mayo Construction, Inc.

The contract specifies that the contractor will commence work within 10 calendar 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 for the project. The contract requires that the contractor complete the work within 45 calendar days from the date established by the Notice to Proceed.

Fiscal Impact:

The proposed project will cost a total of \$391,147 when the construction contingency and construction management fee are added to the bid price. The project will be funded with Measure L funds, trench cut fees, and SB1 funds. The Measure L fund currently has \$242,274.16, with \$59,300 available for local streets and roads. The City expects to accumulate an additional \$166,880 through June 30, 2020 for this project. The remaining balance will be paid through the trench cut fees (\$77,000), and SB 1 funding (\$147,267). There is currently \$248,081 dollars available in the SB 1 account. The Santa Fe Overlay Project was identified in the approved list of projects eligible to be funded through this source. A mid-year adjustment to the City's Fiscal Year 2019-2020 Adopted Budget will be necessary to accommodate this project.

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AWARDING THE SANTA FE OVERLAY PROJECT (PHASE 2) TO LOW BIDDER TOM MAYO CONSTRUCTION, INC. IN THE AMOUNT OF \$325,955, AUTHORIZING A 10% CONSTRUCTION CONTINGENCY AS WELL AS A 10% SET-ASIDE FOR CONSTRUCTION MANAGEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FINAL CONSTRUCTION CONTRACT WITH THE RESPONSIBLE LOW BIDDER

WHEREAS, the Santa Fe Overlay Project (Phase 2) was competitively bid pursuant to Public Contract Code §22032(c); and

WHEREAS, bids were opened on January 29, 2020 and the responsible low bidder was Tom Mayo Construction, Inc., with a bid of \$325,955.00; and

WHEREAS, funding for the project is available through Measure L and SB 1 funds awarded to the City and through the City's Trench Cut Fee Program. The funding will be included in the City of Hughson Fiscal Year 2019-2020 Adopted Budget through a mid-year adjustment; and

WHEREAS, a 10% construction contingency as well as a 10% construction management 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 Santa Fe Overlay Project (Phase 2) to low bidder Tom Mayo Construction, Inc. in the amount of \$325,955, authorizes a 10% construction contingency as well as a 10% set-aside for construction management, and authorizes the City Manager to execute the final construction contract for the project with the responsible low bidder.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 10th day of February 2020 by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

City of Hughson
Santa Fe Avenue Resurfacing Project – Phase II

CONTRACT
CONSTRUCTION SERVICES AGREEMENT
CONTRACT ID# _____

DATE: _____

PARTIES:

CITY:

City of Hughson
Post Office Box 9
Hughson, CA 95326

CONTRACTOR:

Tom Mayo
Construction
4735 E. Fremont St.
Stockton, CA 95215

THIS CONSTRUCTION SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Hughson, a California municipal corporation ("City") and Tom Mayo Construction, Inc. ("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 City of Hughson Improvement Standards
 - 1.2.9. Revised standard plans including City of Hughson Standard Plans
 - 1.2.10. Standard Plans
 - 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": SANTA FE AVENUE RESURFACING Project
- 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, 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 45 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
Santa Fe Avenue Resurfacing Project – Phase II

[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 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

City of Hughson
Santa Fe Avenue Resurfacing Project – Phase II

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.

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.

City of Hughson
Santa Fe Avenue Resurfacing Project – Phase II

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.

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

Contractor

By: 

Mark McNearney
Vice President

Date: Feb. 4, 2020

Approved as to Form:

By: _____

Daniel Schroeder
City Attorney

City

City of Hughson
Post Office Box 9
Hughson, CA 95326

By: _____

Raul Mendez
City Manager

Date: _____



PERFORMANCE BOND

Bond Number: ES00001850

Premium: \$2,934.00

- ☒ Everest Reinsurance Company
☐ Everest National Insurance Company

Everest National Insurance Company
461 5th Avenue - 4th Floor
New York, N.Y. 10017

KNOW ALL MEN BY THESE PRESENTS: That we Tom Mayo Construction, Inc. (hereinafter called the Principal), and Everest Reinsurance Company, a corporation duly organized and existing under the laws of the State of DE, (hereinafter called the Surety), are held and firmly bound unto City of Hughson (hereinafter called the Obligor) in the penal sum of Three Hundred Twenty Five Thousand Nine Hundred Fifty Five Dollars and 00/100 Dollars (\$ 325,955.00), lawful money of the United States of America, for the payment of which, well and truly be made, we, the said Principal and the said Surety, bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has by written agreement dated 2/10/20 entered into a contract with Obligor for Santa Fe Avenue Resurfacing Project - Phase II in accordance with drawings and specifications prepared by _____, which contract is by reference made a part thereof, and is hereafter referred to as the Contract.

Now, Therefore, the condition of this obligation is such that, if the Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be and declared by Obligor to be in default under the Contract, the Obligor having performed Obligor's obligations thereunder, and having terminated the Principal's rights to complete the Contract, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Obligor, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph shall mean the total amount payable by Obligor to Principal under the Contract and any amendments or changes thereto, less the amount properly paid by Obligor to Principal, or
- (3) Waive its right to complete the Contract or arrange for completion of the Contract and allow the Obligor to complete or arrange for completion of the Contract in accordance with its terms and conditions. In the event the Surety elects to allow the Obligor to complete or arrange for completion of the Contract, Surety shall make available sufficient funds to pay the cost of completion less the balance of the contract price as defined in (2) above, but not exceeding; including other costs and damages for which the Surety may be liable, the penal sum of the bond set forth above or shall deny liability in whole or in part and notify the Obligor of the reasons therefore.

Any suit under this bond must be instituted before the expiration of two (2) years from the date of completion and acceptance of the Contract irrespective of the date of discovery of defects or deficiencies in the Principal's or completion contractor's performance of the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.


Signed, sealed and delivered this 5th day of February, 2020.

Tom Mayo Construction, Inc.
(Principal) (Seal)


By MARK MCENANEY, Vice President

(Witness)

Everest Reinsurance Company
(Surety)


By Anibal Samuel Campos, Attorney-in-Fact




(Witness)

(Surety) (Seal)

By _____, Attorney-in-Fact

(Witness)

CALIFORNIA ACKNOWLEDGMENT

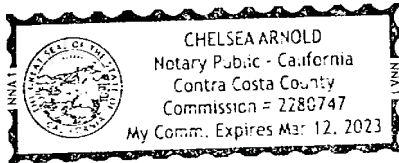
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra CostaOn FEB 05 2020 before me, Chelsea Arnold, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Anibal Samuel Campos
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

EVEREST.

**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint: **Anibal Samuel Campos**

its true and lawful Attorney-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Bond No.: ES00001850

Principal: Tom Mayo Construction, Inc.

Obligee: City of Hughson

Such bonds and undertakings, when duly executed by the aforesaid Attorney-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Nichase
Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

Anthony Romano
By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 5th day of February 2020.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

San Joaquin }

On February 7, 2020 before me, Lynnette M. Mayo-Notary Public

Date

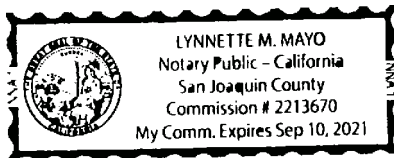
Here Insert Name and Title of the Officer

personally appeared

Mark McNearney

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Lynnette M. Mayo

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____



LABOR & MATERIAL PAYMENT BOND

Bond Number: ES00001850

Premium Included in Performance Bond

- ☒ Everest Reinsurance Company
☐ Everest National Insurance Company

Everest National Insurance Company
461 5th Avenue - 4th Floor
New York, N.Y. 10017

KNOW ALL MEN BY THESE PRESENTS: That we Tom Mayo Construction, Inc.
(hereinafter called the Principal), and Everest Reinsurance Company, a corporation duly organized
and existing under the laws of the State of DE, (hereinafter called the Surety), are
held and firmly bound unto City of Hughson
(hereinafter called the Obligor) in the penal sum of Three Hundred Twenty Five Thousand Dollars
(\$ 325,955.00), lawful money of the United States of America, for the payment of which, well and truly be
made, we, the said Principal and the said Surety, bind ourselves, our heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has by written agreement dated 2/10/20 entered into a contract with
Obligor for Santa Fe Avenue Resurfacing Project - Phase II
in accordance with drawings and specifications prepared by _____,
which contract is by reference made a part thereof, and is hereafter referred to as the Contract.

Now, Therefore, the condition of this obligation is such that, if the Principal shall promptly make payment to all
claimants as hereinafter defined, for all labor and material used or reasonably required for use in the
performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect,
subject, however, to the following conditions.

- (1) A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of
the Principal for labor, material or both, used or reasonably required for use in the performance of
the Contract, labor and material being construed to include that part of water, gas, power, light,
heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Obligor that
every claimant as herein defined, who has not been paid in full before the expiration of a period of
ninety (90) days after the date on which the last of such claimants work or labor was done or
performed, or materials were furnished by such claimant, may sue on this bond for the use of
such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due
claimant, and have execution thereon. The Obligor shall not be liable for the payment of any
costs or expenses of any such suit
- (3) No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Principal, shall have given
written notice to any two of the following: the Principal, the Obligor, or the Surety above
named, within ninety (90) days after such claimant did or performed the last of the work or
labor, or furnished the last of the materials for which said claim is made, stating with
substantial accuracy the amount claimed and the name of the party to whom the materials
were furnished, or for whom the work or labor was done or performed. Such notice shall be
served by mailing the same by registered mail or certified mail, postage prepaid, in an
envelope addressed to the Principal, Obligor or Surety, at any place where an office is
regularly maintained for the transaction of business, or served in any manner in which legal
process may be served in the state in which the aforesaid project is located, save that such
service need not be made by a public officer.

- b) After the expiration of one (1) year following the date on which claimant performed the last of the work of labor, or furnished the last of the materials for which said claim is made, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed, sealed and delivered this 5th day of February, 2020.

Tom Mayo Construction, Inc.

(Principal)

(Seal)

[Signature]
By MARK McNEARNEY Vice President

(Witness)

Everest Reinsurance Company

(Surety)

By Anibal Samuel Campos

, Attorney-in-Fact



(Witness)

(Surety)

(Seal)

By

, Attorney-in-Fact

(Witness)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

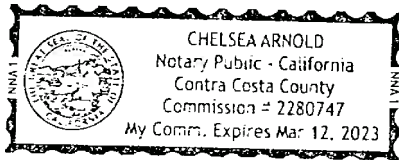
State of California

County of Contra CostaOn FEB 05 2020before me, Chelsea Arnold, Notary Public

Date

*Here Insert Name and Title of the Officer*personally appeared Anibal Samuel Campos*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

EVEREST.

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint: **Anibal Samuel Campos**

its true and lawful Attorney-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Bond No.: ES00001850

Principal: Toh Mayo Construction, Inc.

Obligee: City of Hughson

Such bonds and undertakings, when duly executed by the aforesaid Attorney-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Nichase
Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

A. Romano
By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 5th day of February 2020.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

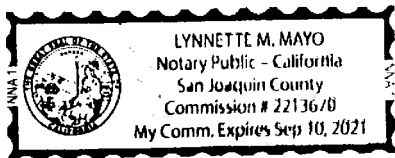
State of California

County of San Joaquin

On February 7, 2020 before me, Lynnette M. Mayo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Mark McNearney
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lynnette M. Mayo
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/5/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Andreini & Company-San Mateo 220 West 20th Ave San Mateo CA 94403	CONTACT NAME: Cindy Tarango	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Tom Mayo Construction Inc 4735 E. Fremont St. Stockton CA 95215	E-MAIL ADDRESS: ctarango@andreini.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Indemnity Co of CT	
	INSURER B: Travelers Prop Cas Co of Amer	
	INSURER C: Everest National Insurance Co.	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1325940152

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CO-5K21189A	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-4L145381	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CUP-5K219628	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7600016787191	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equip.			CO-5K21189A	2/1/2020	2/1/2021	Rented/Leased Equip 375,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: City of Hughson Santa Fe Avenue Resurfacing Project - Phase II job. The City of Hughson, its officers, agents and employees are included as additional insured as respects General Liability on a primary and non-contributory basis and a Waiver of Subrogation applies per the attached endorsements.

CERTIFICATE HOLDER

CANCELLATION

City of Hughson
PO Box 9
Hughson CA 95326

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cindy Tarango

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Aircraft Chartered With Pilot | H. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Damage To Premises Rented To You | I. Blanket Additional Insured – States Or Political Subdivisions – Permits |
| C. Increased Supplementary Payments | J. Knowledge And Notice Of Occurrence Or Offense |
| D. Incidental Medical Malpractice | K. Unintentional Omission |
| E. Who Is An Insured – Newly Acquired Or Formed Organizations | L. Blanket Waiver Of Subrogation |
| F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries | M. Amended Bodily Injury Definition |
| G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | N. Contractual Liability – Railroads |

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.