



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

**AGENDA
MONDAY, MARCH 9, 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 February 24, 2020.
- 3.2: Approve the Warrants Register.
- 3.3: Adopt Resolution No. 2020-08 Waiving Fees for the City-Wide Yard Sale Scheduled for April 4 – April 5, 2020.
- 3.4: Adopt Resolution No. 2020-09, Approving the Final Map for Vesting Tentative Subdivision Map No. 06-03—Euclid South.
- 3.5: Adopt Resolution No. 2020-10, Approving the City of Hughson – Stanislaus County (Geer Road Landfill) Backwash Water Disposal Agreement and Authorizing the City Manager to Execute the Agreement with Stanislaus County.
- 3.6: Approve the Settlement Agreement and Release with Stanislaus County for the Documentary Transfer Tax Repayment and Authorize the Mayor to Sign the Settlement Agreement and Release.

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

- 6.1: Adopt Resolution No. 2020-11, Adopting a Residential Water Discontinuation Policy.

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: PUBLIC EMPLOYMENT
Title: City Manager

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:

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	▪ Economic Development Committee Meeting, City Hall Chambers, 5:30 P.M.
March 23	▪ City Council Meeting, City Hall Chambers, 7:00 P.M.
March 28	▪ Hughson Youth Baseball/Softball Opening Day, 9:00 A.M.
April 13	▪ City Council Meeting, City Hall Chambers, 7:00 P.M.

April 14	▪ Parks, Recreation and Entertainment Commission Meeting, City Hall Chambers, 6:00 P.M.
April 21	▪ Planning Commission Meeting, City Hall Chambers, 6:00 P.M.
April 27	▪ Economic Development Committee Meeting, City Hall Chambers, 5:30 P.M.
April 27	▪ City Council Meeting, City Hall Chambers, 7:00 P.M.

AFFIDAVIT OF POSTING

DATE: March 6, 2020 **TIME:** 3:30 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: March 9, 2020
Subject: Approval of the City Council Minutes
Presented By: Ashton Gose, Deputy City Clerk

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

Approved By: _____

Staff Recommendation:

Approve the Minutes of the Regular Meeting of February 24, 2020.

Background and Overview:

The draft minutes of the February 24, 2020 meeting are prepared for the Council's review.



CITY OF HUGHSON

Special City Council Session

SAMARITAN VILLAGE ALMOND & WALNUT ROOM
7700 Fox Road, Hughson, CA

MINUTES

MONDAY, FEBRUARY 24, 2020 – 6:30 P.M.

CALL TO ORDER: Mayor Jeramy Young

ROLL CALL:

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

Staff Present: Raul L. Mendez, City Manager
Ashton Gose, Deputy City Clerk
Daniel J. Schroeder, City Attorney
Lea Simvoulakis, Community Development Director
Merry Mayhew, Director of Finance and Admin Services
Larry Seymour, Chief of Police Services
Lisa Whiteside, Finance Manager
Jose Vasquez, Public Works Superintendent
Jaime Velazquez, Utilities Superintendent
Sarah Chavarin, Accounting Technician
Carla Jauregui, Planning & Building Assistant
Carson Hatch, City Council Student Representative

FLAG SALUTE: Mayor Jeramy Young

INVOCATION: Hughson Ministerial Association

1. STATE OF THE CITY ADDRESS, PRESENTED BY MAYOR JERAMY YOUNG

ADJOURN TO A RECESS AND REFRESHMENTS (Approximately 30 Minutes) – 7:19 P.M.**RECONVENE TO THE REGULAR CITY COUNCIL MEETING – 7:47 P.M.****2. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):**

Justin Bochmann, Midstate Regional Compliance Manager for the Construction Industry Force Account Council, provided some information regarding the services the coalition provides.

3. PRESENTATIONS: NONE.**4. CONSENT CALENDAR:**

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

- 4.1:** Approve the Minutes of the Regular Meeting of February 10, 2020.
- 4.2:** Approve the Warrants Register.
- 4.3:** Approval to Waive the Second Reading and Adopt Ordinance No. 2020-03, Amending Chapters 10.32, 17.01 and 17.03 of the Hughson Municipal Code Concerning Parking of Vehicles.
- 4.4:** Approval to Waive the Second Reading and Adopt 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.
- 4.5:** Adopt Resolution No. 2020-04, Authorizing the City Manager to Execute a Professional Services Agreement with Bartle Wells Associates to Prepare a Comprehensive Wastewater Rate Study Update for the City of Hughson.
- 4.6:** Adopt Resolution No. 2020-05, Approving the First Amendment to the Professional Service Agreement with Harris and Associates for Assessment District Administration Services.
- 4.7:** Adopt Resolution No. 2020-06, Accepting the Public Improvements for the Province Place Subdivision.
- 4.8:** Accept the Quarterly City of Hughson Legislative Report.

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

5. UNFINISHED BUSINESS: NONE.

6. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

7. NEW BUSINESS:

- 7.1:** Adopt Resolution No. 2020-07, Adopting the City of Hughson Unclaimed Property (Money) Policy.

Director Mayhew presented the staff report on this item.

Mayor Young opened public comment at 7:56 P.M. There was no public comment. Mayor Young closed public comment at 7:56 P.M.

HILL/BUCK 5-0-0-0 motion passes to Adopt Resolution No. 2020-07, Adopting the City of Hughson Unclaimed Property (Money) Policy.

- 7.2:** Consider the Recommendation from the Parks, Recreation and Entertainment Commission Regarding the Request from the Hughson Unified School District for City Funding for the Hughson Sports and Fitness Complex Parking Lot Improvement Project.

Director Simvoulakis presented the staff report on this item.

Mayor Young opened public comment at 8:06 P.M. Hughson resident Mike Bava, and Stanislaus County Supervisor Vito Chiesa commented on the item. Mayor Young closed public comment at 8:15 P.M.

YOUNG/CARR 5-0-0-0 motion passes to contribute \$50,000 in funding to the Hughson Unified School District for the Hughson Sports and Fitness Complex Parking Lot Improvement Project.

8. CORRESPONDENCE:

- 8.1:** Governor's Office of Planning and Research State Clearinghouse and Planning Unit – Presidential Executive Order 12372.
- 8.2:** Stanislaus LAFCO Policies and Procedures Update.

No action was taken on these items.

9. COMMENTS:

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

City Manager Mendez introduced the City's newest Health Promotion interns, Candi Cravalho and Natalie Mendoza from CSU Stanislaus. On behalf of Student Representative Hatch, City Manager Mendez informed that City Council that Hughson High School Winter sports were officially ending and the Hughson High Girls Basketball team was competing in Sections.

Director of Finance and Administrative Services:

Director Mayhew provided an update regarding an employment recruitment for a Water Treatment/Distribution Operator I/II. She also provided a reminder regarding a Budget and Finance Subcommittee scheduled for March 9, 2020.

Police Services:

Chief Seymour provided the City Council with the latest Crime Statistic Report. He also introduced the City's newest Deputies.

City Attorney:

City Attorney Schroeder provided the City Council with information on the updated "A Public Official's Guide to the Brown Act".

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

Councilmember Bawanan attended a Hughson Chamber of Commerce Retreat on February 12, 2020. He attended a 2020 Hughson Fruit and Nut Festival meeting on February 20, 2020. He also attended by the Hughson Chamber of Commerce for El Fuego on February 21, 2020.

Councilmember Hill attended a City/Fire 2+2 Committee meeting on February 12, 2020.

Councilmember Buck attended by the Hughson Chamber of Commerce for El Fuego on February 21, 2020.

Mayor Pro Tem Carr attended an Annual Hughson Ag Boosters Dinner/Auction on February 1, 2020.

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

Mayor Young attended a StanCOG Executive Committee meeting on February 19, 2020.

10. CLOSED SESSION TO DISCUSS THE FOLLOWING:**10.1: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: CITY OF HUGHSON vs. THE DOW CHEMICAL COMPANY;
DOW AGROSCIENCES, LLC; SHELL OIL COMPANY, individually and doing
business as SHELL CHEMICAL COMPANY; OCCIDENTAL CHEMICAL
CORPORATION; WILBUR ELLIS COMPANY; J.R. SIMPLOT COMPANY; FMC
CORPORATION, Superior Court of California, County of San Francisco, Case
No. CGC-14-542221.

11. REPORT FROM CLOSED SESSION:

All the Councilmembers were present and there was no reportable action.

ADJOURNMENT:

YOUNG/BAWANAN 5-0-0-0 motion passes to adjourn the meeting at 9:34 P.M.

JERAMY YOUNG, Mayor

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: March 9, 2020
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Lisa Whiteside, Finance Manager

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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 February 20, 2020 to March 6, 2020.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

Check Report

By Check Number

Date Range: 02/20/2020 - 03/06/2020

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							
00886	PIZZA FACTORY		02/20/2020	Regular	0.00	108.47	52628
2002011112	Invoice	02/20/2020	Quarterly Meeting Food		0.00	108.47	
00016	ABS PRESORT		02/21/2020	Regular	0.00	902.78	52629
122180	Invoice	02/10/2020	BILL PRINTING- FEB		0.00	902.78	
00032	AFLAC		02/21/2020	Regular	0.00	839.47	52630
449690	Invoice	02/11/2020	AFLAC		0.00	839.47	
00116	BARTLE WELLS ASSOCIATES,I		02/21/2020	Regular	0.00	3,598.00	52631
1003N	Invoice	02/21/2020	DIF Nexus Study		0.00	3,598.00	
00284	CHARTER COMMUNICATION		02/21/2020	Regular	0.00	84.39	52632
0054047021020	Invoice	02/10/2020	IP ADDRESS- 1ST		0.00	84.39	
00368	CSU STANISLAUS		02/21/2020	Regular	0.00	50.00	52633
18-02006	Invoice	02/05/2020	Live Scan Fingerprint- Breshears, Housden (t...		0.00	50.00	
00463	EXPRESS PERSONNEL SERVICE		02/21/2020	Regular	0.00	790.40	52634
23577868	Invoice	02/05/2020	Extra Help- PW		0.00	790.40	
00474	FERGUSON ENTERPRISES,INC		02/21/2020	Regular	0.00	70.45	52635
1528174	Invoice	02/19/2020	Blanket P.O. Ferguson		0.00	70.45	
00799	MOSS, LEVY & HARTZHEIM, LLP		02/21/2020	Regular	0.00	2,500.00	52636
9741	Invoice	01/31/2020	Completion of SCO Report		0.00	2,500.00	
01435	North Valley Labor Compliance Services		02/21/2020	Regular	0.00	1,200.00	52637
004578	Invoice	02/21/2020	Phase II, Tank Construction		0.00	1,200.00	
00863	PACIFIC PLAN REVIEW		02/21/2020	Regular	0.00	3,859.69	52638
INV0003321	Invoice	02/04/2020	Contract Services Planning/Building		0.00	3,859.69	
00901	PREFERRED ALLIANCE, INC.		02/21/2020	Regular	0.00	78.54	52639
0155812-IN	Invoice	02/21/2020	OFF-SITE PARTICIPANT		0.00	78.54	
00914	QUICK N SAVE		02/21/2020	Regular	0.00	40.96	52640
1012690	Invoice	02/13/2020	Fuel		0.00	40.96	
01408	RAYA, NEIL		02/21/2020	Regular	0.00	18.72	52641
INV0003322	Invoice	02/21/2020	Aflac Deduction		0.00	18.72	
01000	SEEGER'S		02/21/2020	Regular	0.00	324.70	52642
0133447-IN	Invoice	02/11/2020	Violation Labels- Code Enforcement		0.00	324.70	
01009	SHRED-IT USA LLC		02/21/2020	Regular	0.00	165.08	52643
8129153761	Invoice	02/07/2020	Shredding		0.00	165.08	
01055	STAPLES		02/21/2020	Regular	0.00	150.98	52644
39479	Invoice	01/22/2020	1099 and W2 Forms		0.00	150.98	
01066	STATE WATER RESOURCES CONTROL BOARD		02/21/2020	Regular	0.00	95.00	52645
INV0003320	Invoice	02/21/2020	OIT License for Wastewater		0.00	95.00	
01093	SYNAGRO WEST, LLC		02/21/2020	Regular	0.00	5,568.71	52646
12608	Invoice	01/31/2020	Blanket P.O. Synagro		0.00	5,568.71	
01144	TROPHY WORKS		02/21/2020	Regular	0.00	291.23	52647

Check Report

Date Range: 02/20/2020 - 03/06/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
906007	Invoice	02/17/2020	State of City- Hughson Historical Award	0.00	291.23	
01162	UNITED WAY OF STANISLAUS	02/21/2020	Regular	0.00	50.00	52648
INV0003117	Invoice	01/16/2020	United Way Contribution-EE	0.00	50.00	
00168	W.H. BRESHEARS	02/21/2020	Regular	0.00	951.60	52649
374335	Invoice	02/19/2020	Blanket P.O. Deisel for Generators	0.00	951.60	
01206	WARDEN'S OFFICE	02/21/2020	Regular	0.00	66.90	52650
2021738-0	Invoice	02/19/2020	MISC OFFICE SUPPLIES	0.00	66.90	
00617	HUGHSON UNIFIED SCHOOL	02/26/2020	Regular	0.00	10,453.63	52651
INV0003327	Invoice	02/27/2020	Return to hughson School Locust St Project	0.00	10,453.63	
00210	CALIFORNIA BUILDING STAND	02/27/2020	Regular	0.00	432.00	52652
INV0003333	Invoice	02/27/2020	Green Fees	0.00	432.00	
00288	CHOICE LIGHTING SUPPLY	02/27/2020	Regular	0.00	170.12	52653
318495	Invoice	02/25/2020	BLANKET P.O. CHOICE LIGHTING	0.00	170.12	
00445	EKC ENTERPRISES	02/27/2020	Regular	0.00	1,089.15	52654
33622	Invoice	02/24/2020	State of the City- Sound	0.00	1,089.15	
00463	EXPRESS PERSONNEL SERVICE	02/27/2020	Regular	0.00	533.52	52655
23610403	Invoice	02/12/2020	Extra Help- PW	0.00	533.52	
00528	GILTON SOLID WASTE MANAGE	02/27/2020	Regular	0.00	45,115.53	52656
INV0003334	Invoice	02/24/2020	GARBAGE SERVICE- JAN	0.00	45,115.53	
01535	Juan S. Perez	02/27/2020	Regular	0.00	500.00	52657
INV0003328	Invoice	02/22/2020	Senior Center Refund Deposit- Perez	0.00	500.00	
00806	MUFG UNION BANK, N.A.	02/27/2020	Regular	0.00	41,074.70	52658
INV0003331	Invoice	02/25/2020	Hughson Refunding Bonds 2015 TTE	0.00	41,074.70	
00824	NEUMILLER & BEARDSLEE	02/27/2020	Regular	0.00	10,908.12	52659
304740	Invoice	01/16/2020	LEGAL SERVICES	0.00	1,600.00	
305435	Invoice	02/19/2020	LEGAL SERVICES	0.00	9,308.12	
00884	PITNEY BOWES	02/27/2020	Regular	0.00	11.49	52660
INV0003332	Invoice	02/13/2020	POSTAGE	0.00	11.49	
00914	QUICK N SAVE	02/27/2020	Regular	0.00	193.19	52661
1018026	Invoice	02/24/2020	Fuel	0.00	193.19	
01408	RAYA, NEIL	02/27/2020	Regular	0.00	345.00	52662
INV0003329	Invoice	02/27/2020	Exam: Wastewater & Treatment	0.00	345.00	
00975	SAMARITAN VILLAGE	02/27/2020	Regular	0.00	1,380.80	52663
0051973-IN	Invoice	02/25/2020	State of City- Food/Beverages	0.00	1,380.80	
01434	State of California Department of Justice	02/27/2020	Regular	0.00	64.00	52664
INV0003335	Invoice	02/05/2020	Finger Prints- PW Temps	0.00	64.00	
01149	TURLOCK IRRIGATION DIST.	02/27/2020	Regular	0.00	24,052.82	52665
INV0003330	Invoice	02/18/2020	ELECTRIC	0.00	24,052.82	
01171	URBAN FUTURES INCORP	02/27/2020	Regular	0.00	337.50	52666
0119-030	Invoice	02/11/2020	Professional Services- Dec 2019	0.00	337.50	
01192	VISION SERVICE PLAN	02/27/2020	Regular	0.00	63.29	52667
808785493	Invoice	02/19/2020	MEDICAL INSURANCE WITHHELD- March	0.00	63.29	
01249	WORLD OIL ENVIRONMENTAL SERVICES	02/27/2020	Regular	0.00	65.00	52668

Check Report

Date Range: 02/20/2020 - 03/06/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1500-00522914	Invoice	02/21/2020	Used oil service	0.00	65.00	

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	42	41	0.00	158,595.93
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
	42	41	0.00	158,595.93

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	42	41	0.00	158,595.93
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
	42	41	0.00	158,595.93

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	2/2020	158,595.93
			158,595.93



Hughson

Refund Check Register

Refund Check Detail

UBPKT01041 - Refunds 01 UBPKT01031 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
11-0070-001	HUGHSON MEDICAL CENTER	3/2/2020	52669	26.19			26.19	Deposit
13-1580-001	GUGEL, GEOFFREY & SHARLIE	3/2/2020	52670	61.96			61.96	Deposit
13-2600-005	SZUGGER, GLENDA	3/2/2020	52671	80.95			80.95	Deposit
13-3320-001	MARTELLAS AUTO SERVICE	3/2/2020	52672	121.30			121.30	Deposit
15-1280-003	MOTT, MARK	3/2/2020	52673	56.86			56.86	Deposit
15-2190-001	PIATT, LAURA & ROCK	3/2/2020	52674	62.55			62.55	Deposit
17-0180-000	Winpac- Euclid Ave LP	3/2/2020	52675	80.42			80.42	Deposit
Total Refunds: 7			Total Refunded Amount:	490.23				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	490.23
Revenue Total:	490.23

General Ledger Distribution

Posting Date: 03/02/2020

	Account Number	Account Name	Posting Amount	IFT
Fund:	510 - WATER/SEWER DEPOSIT			
	510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	-490.23	Yes
	510-11040	CUSTOMER CREDITS	490.23	
	510 Total:		0.00	
Fund:	999 - POOLED CASH/CONSOLIDATED CASH			
	999-10010	CASH IN BANK-MONEY MARKET	-490.23	
	999-20000	DUE TO OTHER FUNDS (POOLED CASH)	490.23	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



CITY COUNCIL AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: March 9, 2020
Subject: Approval to Adopt Resolution No. 2020-08, Waiving Fees for the City-Wide Yard Sale Scheduled for April 4 – April 5, 2020
Presented By: Ashton Gose, Management Analyst

Approved By: _____

Staff Recommendation:

Adopt Resolution No. 2020-08, waiving fees for the City-Wide Yard Sale scheduled for April 4 – April 5, 2020.

Background and Overview:

The City-Wide Yard Sale serves as a great way for the community and neighborhoods to come together and participate in a fun event. The City appreciates that the City-Wide Yard Sale event brings more people into town, not only to visit the yard sales, but to also patronize local businesses in Hughson.

In August of 2019 the City Council approved Resolution No. 2019-31, waiving fees for a City-Wide Yard Sale event in the Fall. The adoption of the resolution allowed City staff to implement the Fall City-Wide Yard Sale as a pilot to a semiannual City-Wide Yard Sale event going forward. City staff received a total of thirty-nine (39) yard sale applications for the Fall event. An address listing and map was provided on the Cities website and social media outlets the Friday prior to the weekend event. A wide range of positive feedback was provided to the City regarding the proposed semiannual event (Spring & Fall).

The Spring event provides an opportunity for City staff to remind the residents that everything they do not sell they can dispose of at the City-Wide Clean-up Day event, scheduled this year on May 2, 2020.

City staff plans to make residents aware of the event dates through various avenues including the City's website, Facebook page, Instagram, NextDoor and the Utility Newsletter. An address listing and map will also be provided to residents, through the City's website and social media on April 3, 2020 at 5:00 P.M.

Fiscal Impact:

The City of Hughson Yard Sale Application/Permit Fee is a nominal \$5 (for no more than two consecutive days) for the first occurrence and \$30 for each subsequent occurrence within a 12-month period. To encourage participation, the City Council historically has waived this fee for residents for this weekend.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
WAIVING THE ESTABLISHED YARD SALE FEES FOR THE CITY-WIDE YARD
SALE EVENT SCHEDULED FOR APRIL 4 – APRIL 5, 2020**

WHEREAS, the Hughson City Council and the City of Hughson supports local businesses and actively pursues ways to provide that support; and

WHEREAS, City-Wide Yard Sale Events are successful in attracting people from other areas into cities and towns, as demonstrated by other cities within California; and

WHEREAS, these types of events provide opportunities for citizens to come together socially as well as visit the commercial establishments Hughson has to offer; and

WHEREAS, the waiving of the fee will serve the public purpose of creating a city-wide activity that enhances civic pride as well as provide an increase ability of the citizens of the City to sell items of value that might otherwise be discarded into landfills, and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby waive the established Yard Sale Fees for the City-Wide Yard Sale Event scheduled for Saturday April 4 and Sunday April 5, 2020.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting held on this 9th day of March 2020, by the following roll call votes

AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: March 9, 2020
Subject: Adopt Resolution No. 2020-09, Accepting the Final Map for Vesting Tentative Subdivision Map No.06-03 - Euclid South
Presented By: Lea C. Simvoulakis, Community Development Director

A handwritten signature in blue ink, appearing to be "Lea C. Simvoulakis", is written over a horizontal line.

Approved By: _____

Staff Recommendation:

Adopt Resolution No. 2020-09, a resolution of the Hughson City Council, approving the Final Map for Vesting Tentative Subdivision Map No. 06-03—Euclid South.

Background and Overview:

On March 13, 2006, the Hughson City Council adopted Resolution No. 06-36 approving with conditions of Vesting Tentative Subdivision Map No. 06-03 for 69 residential lots and one common area lot as submitted by Florsheim Homes for a proposed subdivision known as Euclid South, located on the west side of Euclid Avenue about 641 feet south of East Hatch Road. On December 11, 2017, the Hughson City Council adopted Ordinance No. 2017-10. This Ordinance amended the original Development Agreement with Florsheim Homes to extend the Development Agreement and Vesting Tentative Subdivision Map No. 06-03 approval until November 20, 2021.

Discussion:

City staff has worked with Florsheim Homes to complete all necessary conditions prior to the acceptance of the Final Map. Florsheim Homes has submitted for acceptance the Final Map consistent with the approved Tentative Map.

The Final Map has been examined and checked for compliance with the Hughson Municipal Code and the California Subdivision Map Act. The City Engineer has determined that the Final Map and the location and configuration of the lots created by this map substantially comply with the previously approved Tentative Map.

Letters of Credit (Labor & Materials and Performance) have been provided to the City as security for the subdivision improvements and the conditions of approval are satisfactorily met.

In accordance with the Subdivision Map Act, Section 66474.1, "A legislative body shall not deny approval of a final or parcel map if it has previously approved a tentative map for the proposed subdivision and it finds that the tentative map is in substantial compliance with the previously approved tentative map."

The Owner's Statement on the Final Map identifies an Owner and an Optionee. Florsheim has signed as the owner and KB Homes has signed as the Optionee. Florsheim intends to sell the finished improvements to KB Homes after the final map is recorded and the improvements are completed.

KB Homes recently submitted revised drawings for the residential elevations originally submitted by Florsheim in 2008. These elevations will be reviewed by the Planning Commission on March 17, 2020.

Fiscal Impact:

There is no direct fiscal impact associated with the acceptance of the Euclid South Final Map.

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
THE FINAL MAP FOR VESTING TENTATIVE SUBDIVISION MAP NO. 06-03-
EUCLID SOUTH**

WHEREAS, on March 13, 2006, the Hughson City Council adopted Resolution No.06-36, approving with conditions, Vesting Tentative Subdivision Map No.06-03 for 69 residential lots and one (1) common area lot as submitted by Florsheim Homes for a proposed subdivision known as Euclid South, located on the west side of Euclid Avenue, about 641 feet south of East Hatch Road; and

WHEREAS, on December 11, 2017, the Hughson City Council adopted Ordinance No. 2017-10, an Ordinance amending the Development Agreement with Florsheim Homes to extend the Development Agreement and Vesting Tentative Subdivision Map No. 06-03 approval until November 20, 2021; and

WHEREAS, Florsheim Homes has requested approval of the Final Map of the Vesting Tentative Subdivision Map for the Euclid South subdivision for purpose of constructing and selling residential units; and

WHEREAS, in accordance with the Subdivision Map Act section 66474.1: “A legislative body shall not deny approval of a final or parcel map if it has previously approved a tentative map for the proposed subdivision and it finds that the tentative map is in substantial compliance with the previously approved tentative map.”; and

WHEREAS, the final map has been reviewed by the City Engineer and found to be in compliance with the tentative map approved by the City Council on March 13, 2006; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson approves the Final Map of Vesting Tentative Subdivision Map No. 06-03.

PASSED AND ADOPTED by the City Council of the City of Hughson at a regularly scheduled meeting on this 9th day of March 2020 by the following roll call vote: ()

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AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

OWNER'S STATEMENT:

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST OF RECORD IN THE LAND SHOWN ON THIS MAP AND WE CONSENT TO THE MAKING AND FILING OF THIS MAP IN THE OFFICE OF THE COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA. WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE, ALL PUBLIC UTILITY EASEMENTS, ALL STREET RIGHTS-OF-WAY (DRIVES, WAYS, PLACES, LANES, AND COURTS) AND ALL OTHER DEDICATIONS AS SHOWN WITHIN THE EXTERIOR BOUNDARY OF THE LAND BEING DIVIDED.

DATED THIS DAY, 20.

OWNER: MODESTO MABLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: RANDEEP BLING, MANAGER DATE

OPTIONEE: KB HOME NORTH BAY, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: CRAIG MERRY, DIVISION PRESIDENT DATE

BENEFICIARY: KB HOME SACRAMENTO INC., A CALIFORNIA CORPORATION

BY: NAME AND TITLE DATE

NOTARY'S ACKNOWLEDGEMENT:

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)) S.S. COUNTY OF ON, 2020, BEFORE ME

A NOTARY PUBLIC PERSONALLY APPEARED,

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,

SIGNATURE: NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PRINTED NAME PRINCIPAL COUNTY OF BUSINESS: MY COMMISSION EXPIRES: COMMISSION NUMBER OF NOTARY:

TID CERTIFICATE OF ACCEPTANCE:

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY CONVEYED BY THIS MAP TO THE TURLOCK IRRIGATION DISTRICT, A GOVERNMENTAL AGENCY, AND TO THE NAMED IMPROVEMENT DISTRICTS OF THE DISTRICT (IF ANY) ARE HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER ON BEHALF OF THE BOARD OF DIRECTORS OF THE TURLOCK IRRIGATION DISTRICT PURSUANT TO AUTHORITY CONFERRED BY TURLOCK IRRIGATION RULE RL 0340.001 ADOPTED ON JANUARY 2, 1990 AND REVISED DECEMBER 18, 2001.

DATED THIS DAY OF, 20.

BY: PHIL GOVEA CIVIL ENGINEER DEPARTMENT MANAGER AS TO IRRIGATION TAX

MIKE KAVARIAN DEPUTY COLLECTOR, TURLOCK IRRIGATION DISTRICT DATE

EUCLID SOUTH

BEING A SUBDIVISION OF PARCEL "A" AND PARCEL "B", AS SHOWN IN BOOK 31 OF PARCEL MAPS, PAGE 67, STANISLAUS COUNTY RECORDS, AND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 10, T. 4 S., R. 10 E., M. D. M., CITY OF HUGHSON, STANISLAUS COUNTY, CALIFORNIA

MAY, 2019

MID-VALLEY ENGINEERING 1117 "L" STREET MODESTO, CALIFORNIA 95354 (209) 526-4214

NOTARY'S ACKNOWLEDGEMENT:

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)) S.S. COUNTY OF ON, 2020, BEFORE ME

A NOTARY PUBLIC PERSONALLY APPEARED,

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,

SIGNATURE: NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PRINTED NAME PRINCIPAL COUNTY OF BUSINESS: MY COMMISSION EXPIRES: COMMISSION NUMBER OF NOTARY:

CLERK OF THE BOARD OF SUPERVISOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE OWNERS OF THE PROPERTY SHOWN ON THE ACCOMPANYING MAP HAVE FILED WITH THE BOARD OF SUPERVISORS: (CHECK ONE)

- A. A BOND OR DEPOSIT APPROVED BY SAID BOARD TO SECURE THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH ARE AT THE TIME OF FILING THIS MAP, A LIEN AGAINST SAID PROPERTY OR ANY PART THEREOF.
- B. RECEIPTED TAX BILL OR BILLS OR SUCH OTHER EVIDENCE AS MAY BE REQUIRED BY SAID BOARD SHOWING FULL PAYMENT OF ALL APPLICABLE TAXES.

DATED THIS DAY OF, 20.

ELIZABETH A. KING CLERK OF THE BOARD OF SUPERVISORS STANISLAUS COUNTY, CALIFORNIA

BY: DEPUTY: PRINT NAME

NOTARY'S ACKNOWLEDGEMENT:

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)) S.S. COUNTY OF ON, 2020, BEFORE ME

A NOTARY PUBLIC PERSONALLY APPEARED,

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,

SIGNATURE: NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PRINTED NAME PRINCIPAL COUNTY OF BUSINESS: MY COMMISSION EXPIRES: COMMISSION NUMBER OF NOTARY:

CITY CLERK'S STATEMENT:

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF HUGHSON HELD ON THE DAY OF, 20, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS, ALL STREET RIGHTS-OF-WAY (DRIVES, WAYS, PLACES, LANES, AND COURTS) AND ALL OTHER DEDICATIONS AS SHOWN WITHIN THE EXTERIOR BOUNDARY OF THE LAND BEING DIVIDED.

BY: ASHTON GOSE CITY CLERK, CITY OF HUGHSON

AGRICULTURAL STATEMENT:

ALL PERSONS PURCHASING LOTS WITHIN THE BOUNDARIES OF THIS APPROVED MAP SHOULD BE PREPARED TO ACCEPT THE INCONVENIENCE ASSOCIATED WITH AGRICULTURAL OPERATIONS, SUCH AS NOISE ODORS, FLIES, DUST, OR FUMES. THE CITY OF HUGHSON HAS DETERMINED THAT SUCH INCONVENIENCES SHALL NOT BE CONSIDERED A NUISANCE IF AGRICULTURAL OPERATIONS ARE CONSISTENT WITH ACCEPTED CUSTOMS AND STANDARDS.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MODESTO MABLE, LLC IN MAY OF 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THE MONUMENTS ARE OF THE CHARACTER AND IN THE LOCATIONS SHOWN HEREON AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS DAY OF, 2020.

ROY ALLAN ROBERT OLSEN. P.L.S. 9089



CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE ACCOMPANYING FINAL MAP AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED THIS DAY OF, 20.

PETER M. REI, L.S. 5963 CITY SURVEYOR, CITY OF HUGHSON

CITY ENGINEER'S STATEMENT:

THIS IS TO STATE THAT I HAVE EXAMINED THE MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED THIS DAY OF, 20.

PETER M. REI, R.E. 49623 CITY ENGINEER, CITY OF HUGHSON

PLANNING COMMISSION STATEMENT:

I HEREBY CERTIFY ON BEHALF OF THE PLANNING COMMISSION THAT THIS FINAL MAP CONFORMS TO THE TENTATIVE MAP THAT WAS APPROVED BY THE CITY OF HUGHSON PLANNING COMMISSION AT THE REGULAR MEETING HELD ON DAY OF, 20.

DATED THIS DAY OF, 20.

BY: ASHTON GOSE SECRETARY, PLANNING COMMISSION

TAX COLLECTOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THERE ARE NO LIENS AGAINST THE PROPERTY OR ANY PART THEREOF FOR ANY UNPAID STATE, COUNTY, SCHOOL, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS, EXCEPT SPECIAL ASSESSMENTS OR TAXES NOT YET PAYABLE AGAINST THE LAND SHOWN ON THIS MAP.

LAUREN KLEIN, STANISLAUS COUNTY TAX COLLECTOR.

DATED THIS DAY OF, 20.

BY: DEPUTY.

PRINT NAME

RECORDER'S STATEMENT:

FILED THIS DAY OF, 20, AT O'CLOCK .M. IN BOOK OF MAPS, AT PAGE, STANISLAUS COUNTY RECORDS, AT THE REQUEST OF MODESTO MABLE, LLC.

INSTRUMENT NO. FEE: PAID.

LEE LUNDRIGAN COUNTY RECORDER BY: DEPUTY COUNTY RECORDER

EUCLID SOUTH

**BEING A SUBDIVISION OF PARCEL "A"
AND PARCEL "B", AS SHOWN IN BOOK
31 OF PARCEL MAPS, PAGE 67,
STANISLAUS COUNTY RECORDS, AND
LYING WITHIN THE NORTHEAST
QUARTER OF SECTION 10, T. 4 S.,
R. 10 E., M. D. M., CITY OF
HUGHSON, STANISLAUS COUNTY,
CALIFORNIA**

MAY, 2019

**MID-VALLEY ENGINEERING
1117 "L" STREET
MODESTO, CALIFORNIA 95354
(209) 526-4214**

BASIS OF BEARINGS

The Bearing of North 89°55'51" East between monuments found along the North line of the subject parcel as shown on the map of Book 31 of Parcel Maps, Page 67, Stanislaus County Records, was used as the Basis for all Bearings shown hereon.

REFERENCES

- (A) Book 22 of Surveys, Page 42, S.C.R.
(B) Book 31 of Parcel Maps, Page 67, S.C.R.
(C) Book 40 of Maps, Page 73, S.C.R.
(D) Book 31 of Parcel Maps, Page 13, S.C.R.
(E) Book 1 of Parcel Maps, Page 125, S.C.R.
(F) Book 40 of Maps, Page 21, S.C.R.
(G) Book 5 of Surveys, Page 80, S.C.R.
(H) Book 43 of Maps, Page 32, S.C.R.

GENERAL NOTES

1. All Bearings and Distances are measured unless noted otherwise.
2. The Total Area Subdivided by this Map = 19.54 Acres, containing 69 Residential Lots, 1 Lot (Lot "A") for Storm Drain Basin/Park purposes and 2 Outlots "B" and "C" Dedicated to the City of Hughson by this Map.
3. LOT CORNERS:
 - A. Falling along an Existing or Proposed Street Rights-of-Way: Lot Corners are Witnessed by a Sawcut Cross (+) in the Sidewalk along the Prolongation of Property Lines 4.00 Feet Distant from the True Lot Corners and a 3/4" x 30" Iron Pipe, Plug L.S. 9089 Set at the Intersection of the 10' Public Utility Easement with Property Lines.
See Typical Monumentation Detail, This Sheet.
 - B. All Other Lot Corners:
Set 3/4" x 30" Iron Pipe, Plug L.S. 9089 at True Lot Corner.

PARCEL #4	18-PM-2	PARCEL #1	18-PM-2
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CITY COUNCIL AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: March 9, 2020
Subject: Consideration of an Agreement with Stanislaus County for the Disposal of Geer Road Landfill Backwash Water at the Hughson Wastewater Treatment Facility
Presented By: Raul L. Mendez, City Manager
Lea Simvoulakis, Community Development Director

Approved By: _____

Staff Recommendations:

1. Adopt Resolution No. 2020-10, a resolution of the City Council of the City of Hughson, approving the City of Hughson-Stanislaus County (Geer Road Landfill) Backwash Water Disposal Agreement.
2. Authorize the City Manager to execute the agreement with Stanislaus County, inclusive of any final edits by the City Attorney.

Background and Overview:

In the fall of 2019, Stanislaus County through its environmental services consultant, Tetra Tech BAS, Inc., reached out to City staff regarding a need for disposal of backwash water from the closed Geer Road Landfill's groundwater extraction and treatment system. The system treats impacted groundwater for volatile organic compounds, metals and general backwash water that is stored in an on-site storage tank that requires periodic off-site disposal. The County's current practice is disposal of the backwash water through a service that transports it a distance away. Due to the proximity of the landfill site to the Hughson Wastewater Treatment Facility located at 6700 Leedom Road, Hughson CA, the County was interested in exploring an arrangement where the backwash water would be transported to the City facility since it could potentially be more cost effective. Tetra Tech BAS, Inc., provided City staff with test results for the make-up of the backwash water that was tested for volatile organics, metals and selected in organics. Further, the County anticipates generating batches of approximately 7,500 gallons of water at the site, approximately every 1-2 months.

Discussion:

City staff met with representatives from the Stanislaus County Department of Environmental Resources and Tetra Tech BAS, Inc., to better understand their needs and to begin exploring whether acceptance of the backwash water at the City's Wastewater Treatment Facility was feasible. The group reviewed the water test and City staff concluded that it would not disrupt the balance at the Wastewater Treatment Facility. Further, City staff shared that the facility currently has excess capacity with the September 2018 closure of the Dairy Farmers of America plant in Hughson. A discussion regarding the associated fee and staff time necessary for acceptance of the backwash water was also discussed and it appeared that it would be a more cost-effective option than the County's current practice.

To gather additional data that could be used for developing an agreement, the City Manager authorized that one load be delivered to the City's Wastewater Treatment Facility in December 2019. City staff was able to evaluate the tasks and staff time necessary to receive on load. A one-time fee was developed based on the City's industrial rate with a factor for staffing costs (\$2,000 per 8,000-gallon truckload based on the \$.22 industrial rate with \$.03 staffing factor per gallon).

The one-day delivery was successful and City staff began working with the City Attorney on an agreement that would formalize the arrangement. The City Attorney's Office coordinated development of the agreement with the Stanislaus County Office of County Counsel. The agreement is attached in full and the following is a summary of the key terms.

- County may deliver up to 8,000 gallons of treated water from the Geer Road Landfill (Landfill) site per calendar month to the Hughson Wastewater Treatment Facility (Facility).
- Treated water delivered to the Facility must not exceed the parameters set forth by the City.
- This agreement will become effective upon approval by both City and County and will continue for five (5) years. Will renew automatically for twelve (12) months unless either party gives notice to not renew.
- County, at its sole cost and expense, will deliver the treated water to the Facility via truck.
- County will pay City a fee of \$2,000 per load of treated water delivered to the Facility regardless of the volume.

Fiscal Impact:

The agreement has the potential to generate \$2,000 a month or \$24,000 annually in revenue that would be deposited into the sewer fund for operations. If approved, this revenue will be included in the City's annual budget going forward.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-10

A RESOLUTION OF THE HUGHSON CITY COUNCIL APPROVING THE CITY OF HUGHSON-STANISLAUS COUNTY (GEER ROAD LANDFILL) BACKWASH WATER DISPOSAL AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH STANISLAUS COUNTY

WHEREAS, the City of Hughson owns and operates a Wastewater Treatment Facility at 6700 Leedom Road, Hughson, CA; and

WHEREAS, the City of Hughson has adequate capacity at the facility to receive additional wastewater; and

WHEREAS, Stanislaus County has a need for disposal of backwash water from the closed Geer Road Landfill's groundwater extraction and treatment system; and

WHEREAS, the City of Hughson has evaluated the makeup of the backwash water from the closed Geer Road Landfill's groundwater extraction and treatment system based on the water tests provided by Stanislaus County and determine that receipt of it at the Wastewater Treatment Facility would not disrupt its balance.

NOW THEREFORE, BE IT RESOLVED that the Hughson City Council approves the City of Hughson-Stanislaus County (Geer Road Landfill) Backwash Water Disposal Agreement and authorizes the City Manager to execute the agreement with Stanislaus County with the terms and conditions as specified in the said agreement.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular scheduled meeting held this 9th day of March 2020 by the following roll call votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

**CITY OF HUGHSON – STANISLAUS COUNTY
(GEER ROAD LANDFILL)
BACKWASH WATER DISPOSAL AGREEMENT**

This Backwash Water Disposal Agreement (“**Agreement**”) is made by and between Stanislaus County, a California county organized under Government Code Section 2300, et seq. (“**County**”) and the City of Hughson, a California general law city organized under Government Code Section 34102 (“**City**”). County and City are sometimes collectively referred to in this Agreement as the “**Parties**,” any individually as a “**Party**”.

RECITALS

A. County and the City of Modesto own the Geer Road Landfill located at 750 Geer Road, Modesto, California (“**Landfill**”). The Landfill accepted garbage until 1991, at which time it closed. County is responsible for all post-closure activities at the Landfill, including the operation of a groundwater extraction and treatment system. The system treats impacted groundwater from the Landfill for volatile organic compounds and metals and generates backwash water that is stored in an on-site storage tank that requires periodic off-site disposal at a treatment facility (“**Treated Water**”).

B. City owns and operates the Hughson Wastewater Treatment Facility located at 6700 Leedom Road, Hughson, CA 95326 (“**Facility**”).

C. The Facility has the capacity and capability of processing the Treated Water.

D. The Parties desire to enter into this Agreement for the purpose of disposing of Treated Water according to the terms and conditions of this Agreement.

Therefore, the Parties agree as follows:

TERMS

1. County may deliver up to 8,000 U.S. gallons of Treated Water (**Max Delivery Amount**) per calendar month to the Facility, subject to the provisions of Section 4, below, and City will accept and process the delivered Treated Water at the Facility.

2. The Treated Water delivered to the Facility must not exceed the parameters set forth in Schedule “1” attached hereto. City may, in its sole and good faith discretion, unilaterally amend Schedule “1” to adjust those parameters in an effort to reasonably protect the operations and equipment of the Facility. County will abide by the new parameters set forth in any amended Schedule “1” upon the County’s receipt of written notice of the amended Schedule “1”. County will not knowingly deliver Treated

Water to the Facility that will, or will likely, detrimentally affect the operations or equipment of the Facility. Each delivery of Treated Water to the Facility must be accompanied by a true and correct manifest and chemical analysis of the Treated Water to, at a minimum, establish the number of gallons of Treated Water delivered per load, and provide an accurate description of the chemical compounds comprising the Treated Water.

3. This Agreement will become effective on February 10, 2020 and will continue in full force and effect for five (5) years, terminating at 5:00 p.m. local time on February 9, 2025. This Agreement will be automatically renewed for succeeding terms of 12 months each unless, at least 30 calendar days before expiration of any term, either Party gives notice to the other of its intention not to renew this Agreement. Notwithstanding anything in this Agreement to the contrary, either Party may terminate this Agreement, for any reason or no reason, by providing at least 60 days' prior written notice to the non-terminating Party.

4. County, at its sole cost and expense, will deliver the Treated Water to the Facility via truck. The volume of each delivered load of Treated Water may not exceed 8,000 U.S. gallons. Deliveries may occur only upon twenty-four (24) hours prior notice to City, and only from the hours of 7:30 a.m. – 3:30 p.m., Monday through Friday, excluding City-observed holidays. County will pay City a fee of \$2,000.00 per load of Treated Water delivered to the Facility regardless of the volume of Treated Water in any load; provided, however, no load may exceed the Max Delivery Amount (except as otherwise provided in this Agreement). City will provide County a monthly invoice for the Treated Water received at the Facility during the prior calendar month. County will pay each invoice within thirty (30) days of its receipt. Subject to the provisions of this Agreement, City will have no obligation to accept cumulatively more than the Max Delivery Amount delivered to the Facility by or for County during any calendar month, and City will have the right to reject and not accept any Treated Water delivered to the Facility in excess of the Max Delivery Amount within a calendar month. County will be solely responsible for the ownership and disposal of any Treated Water delivered to the Facility and rejected by City. To the extent County within a calendar month delivers Treated Water in excess of the Max Delivery Amount to the Facility, and City accepts such excess, County will pay City a fee of \$2,000.00 per load of Treated Water delivered to the Facility in a calendar month in excess of the Max Delivery Amount. The maximum amount of this Agreement for the period February 10, 2020, through February 10, 2025, shall not exceed One Hundred Eighty Thousand Dollars (\$180,000.00). During the period February 10, 2020 through February 10, 2025, should the total amount of fees paid by County to City pursuant to this Agreement exceed One Hundred Sixty Thousand Dollars (\$160,000.00), County must: (i) provide written notice to City that the amount of fees paid is approaching the maximum amount of this Agreement, (ii) seek approval from the County's board of supervisors to pay fees in excess of the maximum amount of this Agreement for Treated Water delivered to the Facility by County, and (iii) to the extent the County's board of supervisors does not approve such excess fees, the County must send written notice to the City of the board's decision, and cease all deliveries of Treated Water to the Facility until such time as board approval of the excess fees is obtained.

5. City, in its sole discretion, may agree to increase the Max Delivery Amount per calendar month it will accept and process at the Facility. If City increases the Max Delivery Amount, it will provide written notice to County, and County will not in any calendar month deliver Treated Water to the Facility in excess of the Max Delivery Amount then-established.

6. Each delivery of Treated Water over City streets to the Facility must be via a route pre-approved in writing by City. If County uses a third-party independent contractor to transport Treated Water to the Facility, County represents and warrants to City that such third-party independent contractor(s) will adhere to all City laws, ordinances, rules, and regulations, including, without limitation, City business license requirements, and the terms of this Agreement. While on or about the Facility, all County employees, contractors, and representatives must abide by all safety and other rules governing activities on or about the Facilities, which rules may be revised from time to time.

7. County will defend, indemnify, protect, and save harmless, City, its officers, employees and agents, and each and every one of them from and against all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including interest, penalties, attorney fees, accounting fees, and expert witness fees) incurred by City, arising from or related to or in connection with: (i) any negligent act or omission of County, its employees, contractors, agents, or other representatives, while on or about the Facility, or in connection with any acts performed or required to be performed pursuant to this Agreement; (ii) transport of Treated Water to the Facility; (iii) any personal injury (including wrongful death) or property damage (real or personal) arising from or related to the Treated Water prior to its delivery to the Facility; (iv) any breach of any covenant contained in this Agreement, including, without limitation; County's obligation hereunder to deliver Treated Water only within the Parameters; or (v) any combination of items (i) through (iv), inclusive.

8. City will indemnify, defend and hold harmless the County, its officers, board, members, employees and agents, from any claim, expense or cost, damage or liability imposed for injury occurring by reason of the negligent acts or omissions or willful misconduct of the City arising out of and/or relating to City's performance under this Agreement.

9. County will promptly repair or replace the Facility and any of its components damaged as a result of any act or omission of County, its employees, contractors, agents, or other representatives, on or about the Facility.

10. County will furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards, in a minimum amount not less than a combined single limit of Two Million

Dollars (\$2,000,000.00) for one or more persons injured and property damaged in each occurrence.

11. The public liability and property damage insurance furnished by County will also name City as an additional insured and will directly protect, as well as provide the defense for City, its employees, contractors, agents and other representatives, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from County's operations in the activities and purposes in and around the Facility, and all insurance policies will so state. County's insurance will specify that it acts as primary insurance, and also specifically cover the contractual liability of County.

12. County and any contractor retained by County will be permissibly self-insured or will carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the activities and/or purposes contemplated by this Agreement, in accordance with the Workers' Compensation Insurance Act contained in the Labor Code of the State of California.

13. As part of the execution of this Agreement, County agrees to furnish to City a certified copy of the insurance policies it has taken out for public liability, property damage and workers' compensation insurance set forth above. Such insurance will be placed with an insurance carrier acceptable to City under terms satisfactory to City. The certified policies of insurance will be furnished to City prior to commencing the activities contemplated by this Permit. Each certified policy will bear an endorsement precluding the cancellation or reduction in coverage of any policy before the expiration of thirty (30) days after City has received written notification of such cancellation or reduction.

14. This Agreement constitutes the entire agreement between the Parties, all oral agreements being merged herein, and supersedes all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

15. The provision of this Agreement may be modified at any time by agreement of the Parties. Any such agreement hereinafter made will be ineffective to modify this Agreement in any respect unless in writing and signed by the Party against whom enforcement of the modification or discharge is sought.

16. Any of the terms or conditions of this Agreement may be waived at any time by the Party entitled to the benefit thereof, but no such waiver will effect or impair the right of the waiving Party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition.

17. This Agreement may be executed in any number of counterparts with the same effect as if the Parties had all signed the same document. All counterparts will be construed together and will constitute one agreement.

18. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given effect without the invalid provision will continue in full force and effect and will in no way be impaired or invalidated.

19. Venue for any disputes with respect to this Agreement will be in the Superior Court for County of Stanislaus.

20. In the event any arbitration or litigation regarding enforcement of the terms of this Agreement, including, but not limited to, enforcement of the Agreement by way of an affirmative defense in response to an action, the Parties hereby do agree that the prevailing party in such litigation will be entitled to reasonable attorney's fees and costs, including expert costs.

(Dated)

STANISLAUS COUNTY

By: _____
Name: Keith D. Boggs
Title: Assistant Executive Officer
GSA Director, Purchasing Agent

(Dated)

CITY OF HUGHSON

By: _____
Name: Raul L. Mendez
Title: City Manager

SCHEDULE 1

PARAMETERS OF TREATED WATER

pH:	≥ 9.5 pH Units
Electrical Conductivity @ 25 C:	$\geq 1,300$ umhos/cm
Biochemical Oxygen Demand – Seeded:	$\geq 3,500$ mg/L
Selenium:	≥ 3.0 ug/L
CL2 Max Residual:	≥ 2.5 mg/L



CITY COUNCIL AGENDA ITEM NO. 3.6

SECTION 3: CONSENT CALENDAR

Meeting Date: March 9, 2020
Subject: Approval of Settlement Agreement and Release with Stanislaus County for the Documentary Transfer Tax Overpayment
Presented By: Raul L. Mendez, City Manager
Merry Mayhew, Finance and Admin Services Director

A handwritten signature in blue ink, likely belonging to Raul L. Mendez, the City Manager.

Approved By: _____

Staff Recommendations:

1. Approve the Settlement Agreement and Release with Stanislaus County for the Documentary Transfer Tax Overpayment.
2. Authorize the Mayor to sign the Settlement Agreement and Release inclusive of any final edits by the City Attorney.

Background and Overview:

On June 9, 2019, the City of Hughson received a letter from the Stanislaus County Office of the Clerk Recorder indicating an overpayment to the City in the amount of \$12,877.87 of Documentary Transfer Tax revenue collected. The overpayment was discovered during an internal audit conducted by Stanislaus County that revealed an error in the transfer tax paid to the City of Hughson during Fiscal Years 2010-2011 to 2017-2018. Specifically, during the period of April 2015 to March 2017, a clerical error resulted in overpayment of the Documentary Transfer Tax to the City.

Pursuant to California Revenue and Taxation Code 11911, a Documentary Transfer Tax may be imposed on real estate transfers. Cities and the county in which they reside may collection 50% of that revenue pursuant to an adopted ordinance. Stanislaus County adopted Code 4.12.100 allows the retention of one half of the all transfer tax payments in a city.

Discussion:

Shortly after the overpayment was discovered, the Stanislaus County Chief Executive Officer began working with the City Managers in the nine incorporated cities to address the issue. In a June 8, 2020 letter from the Chief Executive Officer, Stanislaus County ascertained that it has a fiduciary responsibility to appropriately record these funds. Yet, understanding that the repayment of the funds, which varied by city, may cause an unexpected financial burden. As such, Stanislaus County developed several options for repayment which included payment in full or payment over time, maintaining an existing base revenue from Fiscal Year 2018-2019. These were outlined in a subsequent letter from the Chief Executive Officer on March 4, 2020. Further, in his letter the Chief Executive Officer stated that when such discrepancies occur, that past practice has been to adjust the mistake by offsetting future payments or providing payment outright.

City staff was able to verify the error working with Stanislaus County representatives to ensure that it was accurate. Further, the Stanislaus County Auditor-Controller shared new measures and controls instituted to ensure that this error does not occur in the future.

Stanislaus County's request for repayment of the amount due of \$12, 877.87 by the City of Hughson was brought to the Hughson City Council for consideration on February 10, 2020. City staff was directed to take steps to pay the amount in full provided that a Settlement Agreement and Release was executed by both parties. City staff worked with the Stanislaus County Office of County Counsel to develop the Settlement Agreement and Release that is attached for formal consideration. Following City Council approval and execution of the document by both parties, the City will remit payment in full within 30 days.

Fiscal Impact:

This item was discussed during the preparation of the City's Adopted Budget for Fiscal Year 2019-2020. Because this additional general fund revenue received in prior fiscal years fell into fund balance, City staff recommended the repayment to Stanislaus County come from this source. Once approved, City staff will make the necessary budget adjustment to account for this one-time expense.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is entered into by and between the County of Stanislaus ("County") and the City of Hughson ("City") and is effective as to the date of full execution by the parties as indicated below ("Effective Date"). County and the City are also collectively referred to herein as "the Parties".

WHEREAS, under Revenue and Taxation Code §11931, the County collects all documentary transfer taxes ("DTT") related to real property transfers within the County;

WHEREAS, the County allocates one-half of the DTT proceeds to each city and one-half of the DTT proceeds to the County when the collected taxes relate to transfers of real property located in each city. Rev. and Tax Code §11931;

WHEREAS, a clerical error resulted in the overpayment of the DTT proceeds to the City between April 2015 and March 2017;

WHEREAS, the County filed government claims against the City on or about January 24, 2020, seeking a refund of the amount of DTT proceeds overpaid to the City in the 2014 through 2017 Fiscal Years;

WHEREAS, these circumstances and facts described herein are collectively referred to as the "Dispute";

WHEREAS, the Parties desire to resolve the Dispute without litigation;

NOW, THEREFORE, in consideration of the following covenants and agreements, the Parties agree as follows:

Agreement

1. **Compromise and Settlement.** The parties to this Agreement, in consideration of the promises and concessions made by each party in this Agreement, agree that the foregoing recitals are true and correct, and agree to mutually compromise and settle the Dispute upon all of the terms, conditions and provisions of this Agreement.

2. **Settlement Amount.** The County shall receive the sum of Twelve Thousand Eight Hundred and Seventy Seven Dollars and 87/100 (\$12,877.87) ("the Settlement Amount") from the City representing the overpayment amount owed by the City as identified on page one of Exhibit A, attached and incorporated by reference to this Agreement.

3. **Payment of Settlement Amount.** City shall pay the County the full Settlement Amount within thirty (30) days of the execution of this Agreement.

5. **Dismissal of claims.** On the Effective Date of this Agreement, the County's

government claims filed with the City on or about January 24, 2020 shall be deemed settled and released in accordance with this Agreement.

6. Mutual Releases. Upon fulfillment of the terms and conditions set forth in this Agreement, and with the exception of any and all covenants, representations and/or warranties and the rights created or expressly reserved under this Agreement, each party hereto hereby agrees to and does mutually release, remise and forever discharge each other and their respective heirs, executors, principals, officers, agents, employees, representatives and successors from any and all claims, demands, actions or causes of action, fees, costs, interest, known or unknown, suspected or unsuspected, arising out of or related in any way to the Dispute.

7. Waiver of Unknown Claims. This Agreement is a full and final release applying to all unknown and unanticipated losses or damages arising out of the matters arising out of or related in any way to the Dispute, as well as to those now known or disclosed, and the parties hereto waive all rights or benefits which the parties hereto now have or in the future may have under the terms of Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The parties acknowledge that they may hereafter discover facts different from, or in addition to, those which they now know or believe to be true with respect to any of the claims released herein and agree that each release, waiver and warranty made in this Agreement is now and will remain effective, notwithstanding the existence of any such different or additional facts or the discovery thereof.

8. No Admission of Liability. The Parties understand and acknowledge that this Agreement is a compromise of disputed claims and does not constitute an admission of liability by either party.

9. Documents. The Parties agree to act in good faith and to promptly execute any and all agreements or other documents which are necessary, or may become necessary, to complete or effectuate the purposes of this Agreement.

10. No Assignment. The Parties warrant and represent that they have the right and authority to execute this agreement and that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any of the claims released in this Agreement and shall indemnify and hold harmless the other party against any claim or cause of action based, arising out of, or in connection with any such transfer or assignment or purported transfer or assignment.

11. Attorney's Fees. Each party to this Agreement shall bear all of its own costs and attorney's fees arising from or out of the Dispute, this Agreement and all related matters.

12. Heirs and Assigns. This Agreement shall be binding upon and inure to the

benefit of each party and each party's respective heirs, legal representatives, successors and assigns.

13. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all the agreements between the Parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. The Parties cannot amend, alter, modify, or otherwise change this Agreement, except in writing, executed by all Parties hereto, and expressly stating that it is an amendment to this Agreement.

14. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice. This Agreement is a compromise by and between the parties, and any ambiguity herein shall not be construed against the drafter, but rather the terms hereof shall be given a reasonable interpretation as if each party had in fact drafted the Agreement.

15. Captions. All captions to the provisions of this release are solely for the convenience of the parties, are not a part of the Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

16. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall nevertheless remain in full force and effect in all other circumstances, so long as the essential purpose of the Agreement can still be achieved by both sides to the settlement embodied in this Agreement.

17. Mistake. The Parties fully understand and declare that if the facts under which this Agreement is executed are found hereafter to be different from the facts now believed by them to be true, they assume the risk of such possible differences in facts and hereby agree that this Agreement shall be, and will remain, effective, notwithstanding such differences in facts.

18. Incorporation of Recitals. The Recitals to this Agreement, stated above, are hereby incorporated herein and made a part hereof.

19. Governing Law. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of California.

20. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and said counterparts shall constitute one in the same instrument which may be sufficiently evidenced by one counterpart.

In Witness Whereof, the parties hereto have executed this Agreement in duplicate on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By _____
Kristin Olsen
Chairwoman of the Board of Supervisors
of the County of Stanislaus
“County”

Attest:
Elizabeth King
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

By _____
Pam Villareal, Assistant Clerk of
the Board of Supervisors of the
County of Stanislaus, State of California

Approved as to Form:

By _____
Thomas E. Boze
County Counsel

CITY OF HUGHSON

By _____
Jeramy Young
Mayor of the City of Hughson

Attest:

By _____
Ashton Gose
Deputy City Clerk

Approved as to Form:

By _____
Daniel J. Schroeder
City Attorney



CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: March 9, 2020
Subject: Approval of Resolution No. 2020-11, Adopting the Residential Water Discontinuation Policy
Presented By: Merry Mayhew, Director of Finance and Admin Services

Approved By: _____

Staff Recommendation:

Approve Resolution 2020-11, adopting the Residential Water Discontinuation Policy.

Background and Overview:

Adopted in 2018, SB 998 Water Shutoff Protection Act (attached) is codified in the CA Health and Safety Code to provide additional procedural protections and expand upon the existing safeguards related to utility service disconnections in the Public Utilities Code and Government Code. Under SB 998, public water systems with more than 200 connections are required to adopt a written policy on residential water service shut off for nonpayment, applicable to all residential water customers. As a public water system with more than 200 connections, the City must comply with SB 998. As a point of clarification, SB 998 refers to residential water service only.

Through the adoption of SB 998, the California Legislature intends to protect Californians from losing access to water service due to inability to pay and without proper notice and sufficient time to pay. Specifically, the bill requires an adopted policy by the City, which must fulfill the following key requirements:

- Prohibit discontinuation of residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days; while the delinquent payment is under investigation by the City or under review for appeal; and while the customer is enrolled in an alternative payment arrangement.
- Provide written or telephone notice at least seven days before discontinuation. The notice must contain information on the delinquent amount, a deadline to contact the City to arrange for alternative payment

arrangements, procedures to avoid discontinuation, and a description of the bill review and appeals process.

- Provide the customer with information on how to restore service and include the City's contact information to discuss options for avoiding service discontinuation.

- For residential customers who demonstrate a household income below 200% of the federal poverty line, waive interest charges on delinquent bills and limit the reconnection service fee to \$50 during business hours and \$150 after hours.

- Prohibit discontinuation under certain medical and financial circumstances if the customer agrees to an alternative payment arrangement and provides the required certification.

- Require the City to make good faith effort to inform by written notice both the customer of record and residential tenants that water service will be discontinued if payment or payment arrangements are not arranged.

In an effort to ensure transparency and accessibility, SB 998 requires translations of the adopted policy in the following languages: English, Spanish, Chinese, Vietnamese, Tagalog, Korean, and any other language spoken by 10% of the service area. The policy in the languages above must be posted on the agency's website and made available upon request.

Discussion:

The City's current billing procedure is as follows:

1. The City of Hughson's utility billing occurs on the first working day of each month and are due on the last working day of the month.
2. A past due notice, including a 15% penalty, is mailed to customers immediately following the due date.
3. Shut off notices (door hangers) are placed at the residence approximately 15-16 days following the delinquent date.
4. Disconnection of water service occurs the day following shut off notices placed at the residence.
5. Customers who request an alternative payment arrangement with the Finance and Administrative Services Department, by the due date marked on the past due notice, are accommodated and allowed to pay their balance by the last working day of the month. Currently, no specific reason is required when requesting an alternative payment arrangement.
6. When a customer defaults on their alternative payment arrangement, the water service is terminated immediately.
7. Fees to resume service are \$35 until 3:00pm and \$65 after hours.

In order to comply with the provisions under SB 998, the following changes are proposed in the attached written policy:

- Incorporate written notification prior to service discontinuation, as required, based on the applicable customer circumstances described in the policy. The City will make a good faith effort to contact the customer in person or by telephone ten days before discontinuation.
- For residencies where the landlord is the customer of service, notify the occupants or tenants of their right to become customers of the City.
- Implement forms for extended payment and amortization schedules. When a customer does not enter into an alternative payment arrangement or has entered into an alternative payment arrangement but is in default for 60 days, the City will proceed with shut-off.
- Absent special circumstances, such as appeals and alternative payment arrangements, water discontinuation will occur when an account is 60 days delinquent.
- Fees to resume service will remain the same at \$35 until 3:00pm and \$65 after hours.
- All written notices to the customer will be made available in the required six languages.

SB 998 specifically requires the agency to allow a residential customer to contest or appeal their bill. In order to appeal, the customer must submit a written request to the City within ten days. Finance and Utility staff will work with the customer to resolve a disputed bill. If the customer is unhappy with the decision, they have a second opportunity to appeal in writing to the City Manager. Appeals must be submitted within ten days of being notified on the first appeal decision. The City Manager's decision is final.

SB 998 requires the City to report the number of annual discontinuations of residential service for nonpayment on its agency website and to the State.

Given the City of Hughson's local demographics, translation of the new policy and written notices, into Spanish, Chinese, Vietnamese, Tagalog, and Korean will meet the 10% service area requirement identified in SB 998.

City staff will be bringing Section 13.08.520 Disconnection of Service, Chapter 13.08 of Title 13, of the Hughson Municipal Code back to Council for an amendment.

Fiscal Impact:

The fiscal impact of SB 998 is currently unknown. Costs associated with printing notices, postage and translation will be absorbed in the Water Operating Budget. Additional staff time will be required to implement the policy.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADOPTING A
RESIDENTIAL WATER DISCONTINUATION POLICY**

WHEREAS, the Governor of the State of California did approve Senate Bill No. 998 on September 28, 2018, whereby new rules were enacted for the discontinuation of residential water service, effective in early 2020; and

WHEREAS, among the requirements of SB 998, a public water system that supplies water to more than 200 service connections must establish a written policy on discontinuation of residential water service for nonpayment, which policy must be available in English, the languages listed in California Civil Code Section 1632, and which must be available on the supplier's Internet Web site; and

WHEREAS, the City of Hughson supplies water to more than 200 service connections and is subject to the provisions of SB 998; and

WHEREAS, the City of Hughson City Council desires to comply fully with the requirements of SB 998;

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Hughson adopts the Residential Water Discontinuation Policy ("***Policy***") attached hereto as Attachment 1 and directs the City Manager to implement the Policy immediately and cause the Policy to be placed on the City's Internet Web site in English and the languages listed in California Civil Code Section 1632.

PASSED AND ADOPTED, by the City Council of the City of Hughson at its regular meeting held on this 9th day of March, 2020 by the following roll call votes:

»

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»

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AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

Attachment 1

RESIDENTIAL WATER DISCONTINUATION POLICY

1. SCOPE AND PURPOSE OF POLICY: This Policy is applicable only to discontinuation of residential water service for non-payment. It does not apply to the discontinuation of residential water service due to an unauthorized action of a customer. It is intended to provide rules, in accordance with California law, to govern the discontinuation of residential water service for non-payment.

2. APPLICABLE LAW: Senate Bill 998, approved by the Governor September 28, 2018, and codified as Section 116900 et seq. of the California Health and Safety Code.

3. MANDATE: The City, as to the discontinuation of residential water service for non-payment, will abide by the mandates set forth in California Health and Safety Code Sections 116900-116926, as amended, and such other laws of the State of California as may be enacted.

4. PROCEDURES:

4.1 Billing - Delinquency.

4.1.1 Due Date. Water bills for service are due on or before the last business day of the month during which the bill is sent. "Business day" means any day other than a Saturday, Sunday, or legal holiday.

4.1.2 Determining Delinquency. A water bill that is not paid on or before the date it is due is considered delinquent. The water service may be shut off for any account delinquent for sixty (60) or more days in accordance with Section 4.2 below. Delinquency is measured from the date the bill is due.

4.2 Enforcement of Payment.

4.2.1 Notice of Impending Disconnection. If a customer's account remains unpaid 60 days after the date it was due, then:

(1) A written "*Notice of Delinquency and Impending Termination*" must be mailed to the customer, the service address and the owner of record. If the customer's address is not the address of the property to which service is provided, the written "*Notice of Delinquency and Impending Termination*" sent to the service address will be addressed to "*Occupant*". The written "*Notice of Delinquency and Impending Termination*" will specify the date of pending service termination, which must be no less than ten (10) days after the date on which the written "*Notice of Delinquency and Impending Termination*" is mailed. The "*Notice of Delinquency and Impending Termination*" must include the following:

- The customer's name and address.
- The amount of the delinquency.
- The date by which payment or arrangement for payment is required in order to avoid discontinuation of service.

- A description of the process to apply for an extension of time to pay the delinquent charges.
- A description of the procedure to petition for bill review and appeal.
- A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule.

(2) If the written notice is returned as undeliverable, then notice must be personally delivered to the service residence and left there in a conspicuous place if not delivered to the occupant.

(3) Water service will not be discontinued for customers for nonpayment if all the following conditions are met:

- The customer, or a tenant of the customer, submits a certification from his/her primary care provider that discontinuation of service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where service is provided.
- The customer demonstrates that he or she is financially unable to pay for service within the normal billing cycle. The customer will be deemed financially unable to pay for service within the normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level (the "**Financial Burden Threshold**").
- The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, according to Section 4.2.3 below.

4.2.2 Contesting, Appealing a Bill:

(1) A customer may contest any alleged error within a bill for service by contacting the City in writing at the following address: City of Hughson, PO Box 9, Hughson, CA 95326 within ten (10) days of the date the bill was issued. The customer must, in the writing contesting the bill, clearly highlight the alleged error and explain why the amount due is erroneous. Failure by a customer to contest a bill within ten (10) days of its issuance will be deemed acceptance of the bill by the customer, and waiver of the customer's rights to contest or appeal the bill. To avoid discontinuance of service, full payment of the undisputed portion of the bill must be submitted by its due date.

(2) If the customer contests a bill within ten (10) days of the bill's issuance, and is not satisfied with the City's response, the customer may appeal the City's decision to the City Manager within ten (10) days' of the date of the City's response. The appeal must be in writing and sent to the City at the following address: City of Hughson, PO Box 9, Hughson, CA 95326, Attn: City Manager. The written appeal must explain why the City's response to the customer's contest was inadequate and the remedy sought by the

customer. The City Manager will determine whether the customer's appeal has merit and render a decision. The City Manager's decision will be final.

(3) Water service for customers will not be discontinued while any appeal is pending.

4.2.3 Alternative Payment Plans:

(1) Plans: A customer whose account is delinquent may be offered one of the following alternative payment plans by the City; the City in its sole discretion may choose which of the plans is/are offered, which plan(s) the customer may undertake, and the terms of the plan(s) offered:

- Amortization Agreement: An agreement whereby the customer agrees to pay the unpaid account balance (as of the date of the agreement) in full-through equal monthly payments made over a period of time not to exceed twelve (12) months.
- Alternative Payment Schedule: A schedule whereby the customer agrees to pay the unpaid account balance (as of the date the schedule is created) in-full through payments made according to the schedule.
- Deferred or Reduced Payment Plan: A plan whereby: (i) a percentage of the unpaid account balance (as of the date of the plan) will be forgiven by the City upon receipt of the final payment under the plan, provided the customer pays a percentage of the unpaid account balance through equal monthly payments made over a period of time specified in the plan; or (ii) all or a portion of the late fees, interest, or penalties, or some combination thereof, accrued on the account are waived or reduced; or (iii) other deferred or reduced terms are offered.
- Temporary Deferral of Payment: A plan whereby payment in-full of the then-unpaid account balance is deferred, and the customer agrees to pay the unpaid account balance (as of the date the plan is created) in-full on or before a date specified in the plan.

(2) Telephone Number. Customers can inquire about alternative payment plans by calling the City at (209) 883-4054.

4.2.4 Discontinuation of Service During Alternative Payment Plan. If a customer does enter into one of the alternative payment plans with the City listed in Section 4.2.3 above, and that customer fails to comply with that agreed-upon plan, or if the customer (while undertaking an alternative payment plan) fails to pay his or her current residential service charges for sixty (60) days or more, a final written "*Notice of Intent to Disconnect Service*" will be posted in a prominent and conspicuous location at the property no less than five (5) days prior to disconnection, and thereafter service will be disconnected if the account is not brought current by payment in-full of all past, current and future amounts due under the agreed-upon plan, along with all fees, charges, and penalties on the account not covered by the terms of the agreed-upon plan.

4.2.5 Landlord-Tenant Relationships. Tenants occupying a residence whose

water service is subject to discontinuation due to the failure of the dwelling owner to keep the account current will be notified by written notice of any impending disconnection at least ten (10) days prior to service termination, and will have the option to become directly billed for City water services, without being required to pay any amount which may be due on the delinquent account.

4.2.6 Service Discontinuance – Service Charges. When water service is discontinued for non-payment, the residence's water meter will be placed in the locked-off position. Thereafter, service charges listed in the City's then-current Master Fee Schedule shall apply. After a sixty (60) day delinquent period, if the delinquent bill is not paid, the property to which service is disconnected may be subject to a property lien which will be filed with the County Recorder's Office and the meter may be removed. The customer or property owner continues to be responsible for the minimum monthly service charges and without limitation any surcharges, penalties and interest accruing to the service connection up to and after the time when the meter is turned off. When the meter is removed, the customer or property owner also continues to be responsible for the minimum monthly service charges and all surcharges, penalties and interest accruing to the service connection up to and after the time the meter is removed.

4.2.7 Interest and Penalties. A delinquent account shall continue to accrue interest from the delinquent date at the rate of 1.5% per month, or the maximum rate then-allowed by law (whichever is less), until the past due amount, plus interest and penalties, is paid in full.

4.2.8 Reinstatement of Services. In situations where water service has been terminated or the meter has been removed, either or both for non-payment, the City will provide the customer with information on how to restore residential service. In such situations, water service will not be resumed and the water meter will not be re-installed until all applicable charges have been paid including (without limitation) all outstanding water bills, meter installation fees, customer activation fee, and any costs of or damage to the City; however, notwithstanding the foregoing to the contrary, for customers who meet the Financial Burden Threshold: (i) the fee for reconnection of service during normal operating hours will not exceed \$50, and \$150 for reconnection of service nonoperational hours, both subject to adjustment as provided by California law; and (ii) interest charges on delinquent bills will be waived once every twelve (12) month period.

4.3 Reporting. The City will report the number of annual discontinuations of residential water service for inability to pay on its Internet Web site, and as otherwise required by law (including, without limitation, any report required to be submitted to the California State Water Resources Control Board).

4.4 Notices. All written notices submitted to a customer must be in English and the languages listed in Section 1632 of the California Civil Code.

Senate Bill No. 998

CHAPTER 891

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

[Approved by Governor September 28, 2018. Filed with
Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 998, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed \$1,000 for each day in which the violation occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account. The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system's policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community

water system that discontinues residential service to provide the customer with information on how to restore service. The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household income below 200% of the federal poverty line. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission, to comply with the bill's provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill's provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares as follows:

- (a) All Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the Water Code.
- (b) It is the intent of the Legislature to minimize the number of Californians who lose access to water service due to inability to pay.
- (c) Water service discontinuations threaten human health and well-being, and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.
- (d) When there is a delinquent bill, all Californians, regardless of whether they pay a water bill directly, should be treated fairly, and fair treatment includes the ability to contest a bill, seek alternative payment schedules, and demonstrate medical need and severe economic hardship.
- (e) The loss of water service causes tremendous hardship and undue stress, including increased health risks to vulnerable populations.
- (f) It is the intent of the Legislature that this act provide additional procedural protections and expand upon the procedural safeguards contained

in the Public Utilities Code and Government Code as of January 1, 2018, relating to utility service disconnections.

SEC. 2. Chapter 6 (commencing with Section 116900) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

CHAPTER 6. DISCONTINUATION OF RESIDENTIAL WATER SERVICE

116900. This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

116902. For the purposes of this chapter, the following definitions apply:

(a) "Board" means the State Water Resources Control Board.

(b) "Public water system" has the same meaning as defined in Section 116275.

(c) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.

(d) "Urban and community water system" means a public water system that supplies water to more than 200 service connections.

(e) "Urban water supplier" has the same meaning as defined in Section 10617 of the Water Code.

116904. (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.

(b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.

(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

116906. (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area. The policy shall include all of the following:

(1) A plan for deferred or reduced payments.

(2) Alternative payment schedules.

(3) A formal mechanism for a customer to contest or appeal a bill.

(4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.

(b) The policy shall be available on the urban and community water system's Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.

(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585

and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

116908. (a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system's policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

- (i) The customer's name and address.
- (ii) The amount of the delinquency.
- (iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
- (iv) A description of the process to apply for an extension of time to pay the delinquent charges.
- (v) A description of the procedure to petition for bill review and appeal.
- (vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

116910. (a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

(3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

(A) Amortization of the unpaid balance.

(B) Participation in an alternative payment schedule.

(C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.

(D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

116912. An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

116914. (a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

116916. (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become

customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system's rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

(2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

116918. An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system's Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.

116920. (a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice declared in this chapter to be unlawful.

(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

116922. All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system's service area.

116924. Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

116926. This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.