



**CITY OF HUGHSON**  
**SPECIAL CITY COUNCIL MEETING**  
**Hughson High School Reeder Hall**  
**7419 E Whitmore Ave, Hughson, CA**

**AGENDA**  
**TUESDAY, FEBRUARY 14, 2023 – 6:00 P.M.**

**How to participate in, or observe the Meeting:**

- In person in Reeder Hall and submit public comment when invited during the meeting.
- Remotely via WebEx by using the link below:

Meeting Link:

<https://cityofhughson.my.webex.com/cityofhughson.my/j.php?MTID=mf6bb96ee5bcca223042151fc8cc5b3e9>

Meeting Number: 2554 242 4013

Meeting Password: XeVz4mk4sK3  
(93894654 from phones and video systems)

- Observe only via YouTube live, by accessing this link:  
[https://www.youtube.com/channel/UC-PwkdlrKoMmOJDzBSodu6A?view\\_as=subscriber](https://www.youtube.com/channel/UC-PwkdlrKoMmOJDzBSodu6A?view_as=subscriber)

**Should technology problems cause issues providing access to the meeting via WebEx and/or YouTube, the in-person meeting will proceed as scheduled.**

- In addition, recorded City Council meetings are posted on the City's website the first business day following the meeting. Recorded videos can be accessed with the following link:  
<http://hughson.org/our-government/city-council/#council-agenda>

**CALL TO ORDER:** Mayor George Carr

**ROLL CALL:** Mayor George Carr  
Mayor Pro Tem Ramon Bawanan  
Councilmember Samuel Rush  
Councilmember Randy Crooker  
Councilmember Julie Ann Strain

**FLAG SALUTE:** Mayor George Carr

**INVOCATION:** Hughson Ministerial Association

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**1. PRESENTATIONS:**

**2.1:** Proclamation - Commending the Hughson High School Football Team.

**2.2:** Certificate of Appreciation - Tammy Lee.

**2.3:** Stanislaus Animal Services Agency Annual Report – Vaughn Maurice.

**2. 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.

**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:** Approval of City Council Minutes.

**3.2:** Approval of Warrants Register.

- 3.3:** Waive the Second Reading and Adopt Ordinance No. 2023-01, Amending the Hughson Municipal Code Pertaining to Title 15 Building Code Regulations.
- 3.4:** Approval of the Treasurer's Investment Portfolio Report for September 2022.
- 3.5:** Approval of the Treasurer's Report for October 2022.
- 3.6:** Approval of the Treasurer's Report for November 2022.
- 3.7:** Ratification of a Letter of Support for the United Samaritans Foundation's "Community Facilities" Grant Application.
- 3.8:** Adopt Resolution No. 2023-10, Approving the First Amendment to the Professional Services Agreement with JSWWC Water and Wastewater Management.

**4. UNFINISHED BUSINESS: NONE.**

**5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.**

**6. NEW BUSINESS: NONE.**

**7. CORRESPONDENCE: NONE.**

**8. COMMENTS:**

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

**City Manager:**

**City Clerk:**

**Community Development Director:**

**Police Services:**

**City Attorney:**

**Student Representative:**

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

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

**9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.****ADJOURNMENT:****Notice Regarding Non-English Speakers:**

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Hughson City Council shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

**WAIVER WARNING**

If you challenge a decision/direction of the City Council in court, you may be limited to raising only those issues you or someone else raised at a public hearing(s) described in this Agenda, or in written correspondence delivered to the City of Hughson at or prior to, the public hearing(s).

**AMERICANS WITH DISABILITIES ACT/CALIFORNIA BROWN ACT  
NOTIFICATION FOR THE CITY OF HUGHSON**

This Agenda shall be made available upon request in alternative formats to persons with a disability; as required by the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132) and the Ralph M. Brown Act (California Government Code Section 54954.2).

**Disabled or Special needs Accommodation:** In compliance with the Americans with Disabilities Act, persons requesting a disability related modification or accommodation in order to participate in the meeting and/or if you need assistance to attend or participate in a City Council meeting, please contact the City Clerk's office at (209) 883-4054. Notification at least 48-hours prior to the meeting will assist the City Clerk in assuring that reasonable accommodations are made to provide accessibility to the meeting.

**UPCOMING EVENTS:**

<b>February 15</b>	▪ Parks, Recreation and Entertainment Commission Meeting, City Council Chambers, 6:00 PM - <b>Cancelled</b>
<b>February 16</b>	▪ Hughson has Heart Community Meeting, City Council Chambers, 6:00 PM
<b>February 20</b>	▪ <b>President Washington's Birthday Observed – City Hall Closed</b>
<b>February 21</b>	▪ Planning Commission Meeting, City Council Chambers, 6:00 PM

<b>February 27</b>	<ul style="list-style-type: none"> <li>Hughson Economic Development Committee Meeting - <b>Cancelled</b></li> </ul>
<b>February 27</b>	<ul style="list-style-type: none"> <li>State of the City of Hughson Address, Hughson High School Theatre, 6:00 PM</li> </ul>

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

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

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

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### AFFIDAVIT OF POSTING

**DATE:** February 10, 2023      **TIME:** 3:15 PM  
**NAME:** Ashton Gose      **TITLE:** City Clerk

**CITY OF HUGHSON**

# *Proclamation*

## **Commending Hughson High School Varsity Football Team**

WHEREAS, the 2022-2023 Hughson High School Varsity Football Team was victorious over Muir High School by a score of 9-6 to attain the school's first California Division 5-AA title on December 10, 2022 in Hughson, Ca; and

WHEREAS, the team finished their regular season with a distinguished record of 12 wins, 2 losses; and

WHEREAS, Ben Lighthall, Gavin Stone, Larkin Meyer, Jose Zapien, Malakai Sumter, Robert McDaniel, Max Prouty, Max Mankins, Danien Astorga, Damien Alonso-Ruiz, Abraham Montes, Cesar Ramos, Bryce McDaniel, Mason Sousa, Christopher Sanchez, Nathan Saldivar, David Delgado, Jackson Ramirez, Jacob Yarbough, Daniel Sotelo, Nathan Smalling, Kevin Jones, Sebastian Ocegueda, Jesus Artea, Ernie Mendoza, Sergio Romero, Jacob Ramos, David Burns, Liam Bridgeford, Noah Osborne, Luke Bridwell, Justin Ourique, Carlos Guizar, Diego Arreola, David Burciago, Colt Foss, Ace Polecek, William Walton, Nathan Vernon, Samuel Caulkins, Roy Lee Prunty, Fernando Hernandez, Edwin Olivo, Greg Ecker, Garret Ecker, Ryan Borrelli, Colton Taylor, Dominic Aguiar, Aidan Alberto, Aiden Ellak, Anthony Villarreal, Navi Arretche, Blaine Smith, Henry Bravo, Tristan Burroughs, Brady Grimes, Valente Soria, Ivan Flores, and Carter Berger deserve the commendations bestowed upon them from the City of Hughson; and

WHEREAS, Liam Bridgeford was named the Modesto Bee Player of the Year, and Coach Shaun King was named TVL Coach of the Year, Max Preps Coach of the Year, and Modesto Bee Coach of the Year, and each team member and coach is recognized for contributing their best and credited for executing this accomplishment; and

WHEREAS, the State Championship is the culmination of their collective commitment and team spirit portraying what it takes to accomplish such a feat; and

WHEREAS, the City of Hughson Mayor and City Council wish to express their pride and admiration for the Hughson High School Varsity Football Team for their exemplary achievement of winning the 2022 California Division 5-AA Title Championship.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council that we do hereby record our recognition of the accomplishment of the Hughson High School Varsity Football Team.

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**GEORGE CARR**  
**MAYOR OF THE CITY OF HUGHSON**  
February 14, 2023



# CITY OF HUGHSON

HEREBY AWARDS A CERTIFICATE OF APPRECIATION TO:

*Tammy Lee*

**FOR YEARS OF VOLUNTEER SERVICE, AND OUTSTANDING  
COMMITMENT TO THE HUGHSON COMMUNITY.**

A HEARTFELT THANK YOU FROM THE MAYOR,  
CITY COUNCIL, AND THE CITIZENS OF HUGHSON.



George Carr, Mayor of the City of Hughson

February 14, 2023



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# STANISLAUS ANIMAL SERVICES AGENCY

## ANNUAL REPORT

VAUGHN MAURICE  
EXECUTIVE DIRECTOR  
FEBRUARY 2023





**ADOPTIONS ARE UP  
YEAR OVER YEAR  
15%**

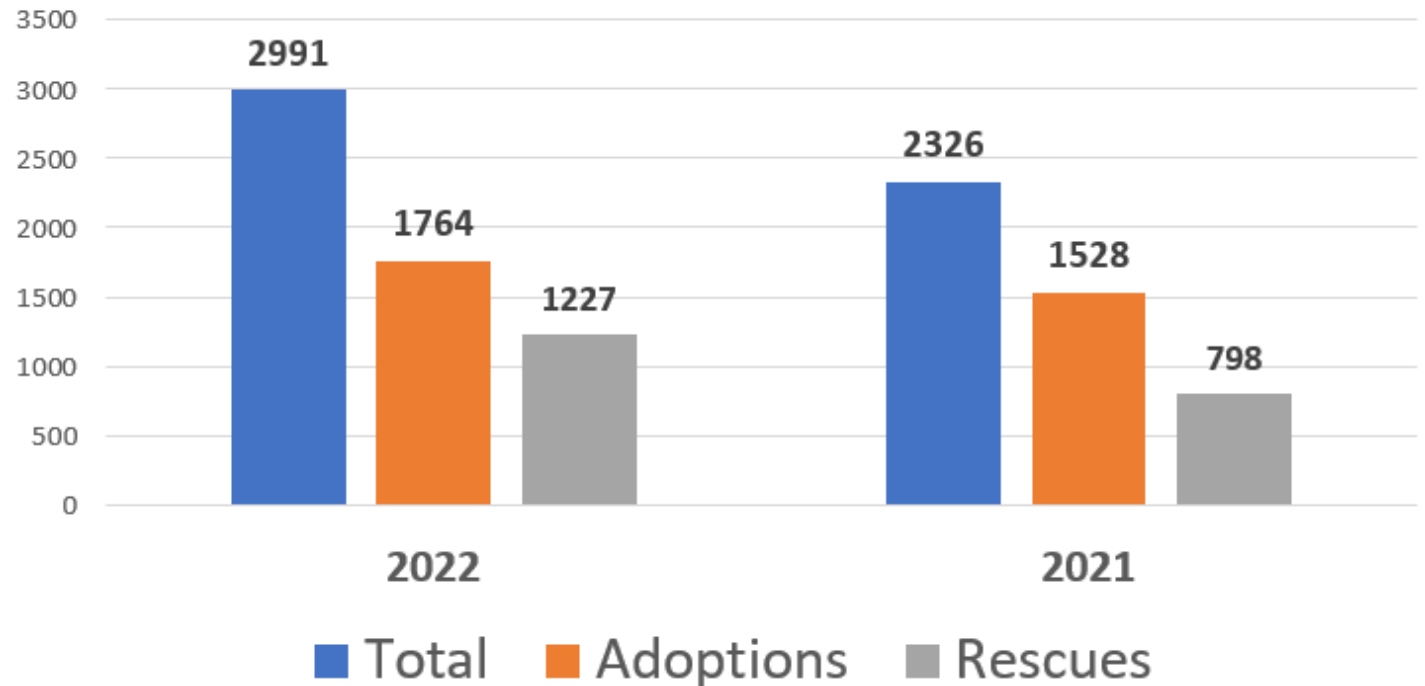
**RESCUES ARE UP  
YEAR OVER YEAR  
54%**

**LIVE RELEASE RATE:**

**2022 = 95.1%**

**2021 = 96.7%**

**Dog Adoptions & Rescues 2022 vs. 2021**



RESCUES ARE UP YEAR OVER YEAR 54% IN 2022

# The Modesto Bee

Part of the McClatchy Media Network

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CRIME

Here's what happened to 149 dogs seized from  
alleged puppy mill in Modesto



SASA has it expanded the transport program beyond Northern California. We've now been sending dogs to receiving shelters in Southern California, Oregon, Washington, Nevada, and Idaho with even bigger plans to save dogs by transfer.

794,919

People reached

27,884

Engagements

↑ +88.6x higher  
Distribution score

Boost post



# Promotions – TV, Radio, Newspaper, Social Media and now Every Door Direct Mail



*Major donor sponsored  
free adoption weekends  
4 times @ \$5,000 each*

Took advantage of three  
Best Friends adoption  
special weekends

## The Modesto Bee

Part of the McClatchy Media Network

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LOCAL

### Free pet adoptions: Stanislaus Animal Services hopes to 'clear the shelter' Saturday

BY KEN CARLSON

UPDATED AUGUST 22, 2022 11:37 AM



Facebook  
Organic Reach  
Sept. 108,416  
Dec. 223,475  
Jan. 973,547





# The Modesto Bee

Part of the McClatchy Media Network

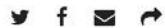
News Local Sports Opinion California • Biz Beat Obituaries Jobs/Recruiting Personal Finance

CRIME

## Horse breeder is charged with multiple counts of animal cruelty in Stanislaus County

BY KEN CARLSON

UPDATED APRIL 27, 2022 11:51 AM





**Licensing  
and  
Education  
Teams  
(Canvassing)**

**CALFORALL  
ANIMALS**

**Spay/neuter grant award  
\$238,000 – low-cost program**

## VOLUNTEER OPPORTUNITIES

### **Dog Care Specialist:**

Groomer, Playgroup, Adoption Assistance, Marketing, Dog Walking, Cleaning and Maintenance

### **Cat Care Specialist:**

TNR Assistance, Enrichment, Adoption Assistance, Marketing, Cleaning and Maintenance

### **Door Greeter:**

Welcome visitors, provide accurate information and assistance

### **Transporter:**

Transport shelter pets to rescues or outside shelters

### **Event Staff Volunteer:**

Engage and educate the community, monitor pets available at events, set up and take down, adoption assistance

### **Foster Volunteer:**

Provide care and temporary housing for pre wean, sick, or long stay animals, marketing, adoption assistance

**INQUIRE AT**  
**ANIMALVOLUNTEERS@STANCOUNTY.COM**



# ***Foster Today!***

## ***Can I Crash At Your Place?***

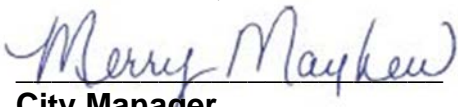


**INQUIRE HOW TO BE MY  
FOSTER FAMILY IN  
THE VOLUNTEER CENTER  
TODAY  
(209) 342-1749**





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

**Meeting Date:** February 14, 2023  
**Subject:** Approval of the City Council Minutes  
**Presented By:** Ashton Gose, Executive Assistant/City Clerk  
**Approved By:**   
City Manager

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### **Staff Recommendation:**

Approve the Minutes of the Regular Meeting of January 23, 2023.

### **Background and Overview:**

The draft minutes of the January 23, 2023 meeting are prepared for the Council's review.



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

**MINUTES**  
**MONDAY, JANUARY 23, 2023 – 6:00 P.M.**

**CALL TO ORDER:** Mayor Pro Tem Bawanan

**ROLL CALL:**

Present: Mayor Pro Tem Ramon Bawanan  
Councilmember Samuel Rush  
Councilmember Randy Crooker  
Councilmember Julie Ann Strain

Absent: Mayor George Carr

Staff Present: Merry Mayhew, City Manager  
Ashton Gose, City Clerk  
Eric Nims, City Attorney  
Carla Jauregui, Community Development Director  
Sarah Chavarin, Accounting Manager  
Jose Vasquez, Public Works Superintendent  
Jaime Velazquez, Utilities Superintendent  
Fidel Landeros, Chief of Police

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

**NONE.**

**2. PRESENTATIONS: NONE.**

**3. CONSENT CALENDAR:**

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

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

- 3.1:** Approve the Minutes of the Regular Meeting of January 9, 2023.
- 3.2:** Approve the Minutes of the Special Meeting of January 13, 2023.
- 3.3:** Approval of Warrants Register.
- 3.4:** Approval of the Treasurer's Report for September 2022.
- 3.5:** Appoint a Hughson Representative to the Stanislaus Animal Services Agency Advisory Committee.
- 3.6:** Consideration to Re-appoint Alan McFadon to the Planning Commission.
- 3.7:** Adopt Resolution No. 2023-04, Approving a Professional Services Agreement for Strategic Planning Services and Authorizing the City Manager to Execute the Agreement.
- 3.8:** Adopt Resolution No. 2023-05, Accepting Senior Nutrition Infrastructure Grant Funds from the County of Stanislaus in the Amount not to Exceed \$114,450, and Authorizing the City Manager to Execute a Subrecipient Agreement.
- 3.9:** Adopt Resolution No. 2023-06, Approving a Donation to Project Resolve.

**STRAIN/CROOKER 4-0-0-1 motion passes to approve the Consent Calendar as presented, with the following roll call vote:**

<b>BAWANAN</b>	<b>RUSH</b>	<b>STRAIN</b>	<b>CROOKER</b>	<b>CARR</b>
AYE	AYE	AYE	AYE	ABSENT

#### **4. UNFINISHED BUSINESS:**

- 4.1:** Update Regarding the Well 7 Replacement Project Status.

**Cort Abney, Contract City Water Engineer, presented the report on this item.**

**No Action was Taken.**

- 4.2:** Approval of a Revised and Restated Non-Potable Water Agreement, with the Hughson Unified School District and Authorization for the City Manager to Execute the Agreement.

**City Manager Mayhew presented the report on this item.**

**Mayor Pro Tem Bawanan opened public comment at 6:27PM. There was no public comment. Mayor Pro Tem Bawanan closed public comment at 6:27PM.**

**STRAIN/CROOKER 4-0-0-1 motion passes to approve a Revised and Restated Non-Potable Water Agreement, with the Hughson Unified School District and Authorization for the City Manager to Execute the Agreement, with the following roll call vote:**

<b>BAWANAN</b>	<b>RUSH</b>	<b>STRAIN</b>	<b>CROOKER</b>	<b>CARR</b>
AYE	AYE	AYE	AYE	ABSENT

**5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:**

- 5.1: A.** Adopt Resolution No. 2023-07, Declaring Results of a Special Election for the City of Hughson Public Safety and Maintenance Services Community Facilities District.

**Mayor Pro Tem Bawanan opened the public hearing at 6:28PM.**

**City Clerk Gose presented the results of the Special Election, which is attached to be kept on file as part of the official record of this City Council meeting.**

**There was no public comment.**

**Mayor Pro Tem Bawanan closed the public hearing at 6:31PM.**

**BAWANAN/CROOKER 4-0-0-1 motion passes to adopt Resolution No. 2023-07, Declaring Results of a Special Election for the City of Hughson Public Safety and Maintenance Services Community Facilities District, with the following roll call vote:**

<b>BAWANAN</b>	<b>RUSH</b>	<b>STRAIN</b>	<b>CROOKER</b>	<b>CARR</b>
AYE	AYE	AYE	AYE	ABSENT

- B.** Adopt Resolution No. 2023-08, A Resolution of Formation of the City of Hughson Communities Facilities District and to Levy a Special Tax Therein for the City of Hughson Public Safety and Maintenance Services Community Facilities District.

**Director Jauregui presented the report on this item.**

**Mayor Pro Tem Bawanan opened the public hearing at 6:33PM. There was no public comment. Mayor Pro Tem Bawanan closed the public hearing at 6:33PM.**

**STRAIN/CROOKER 4-0-0-1 motion passes to adopt Resolution No. 2023-08, A Resolution of Formation of the City of Hughson Communities Facilities District and to Levy a Special Tax Therein for the City of Hughson Public Safety and Maintenance Services Community Facilities District, with the following roll call vote:**

BAWANAN	RUSH	STRAIN	CROOKER	CARR
AYE	AYE	AYE	AYE	ABSENT

**5.2:** Introduce and Waive the First Reading of Ordinance No. 2023-01, Amending the Hughson Municipal Code Pertaining to Title 15 Building Code Regulations.

**Director Jauregui presented the report on this item.**

**Mayor Pro Tem Bawanan opened the public hearing at 6:34PM. There was no public comment. Mayor Pro Tem Bawanan closed the public hearing at 6:36PM.**

**BAWANAN/STRAIN 4-0-0-1 motion passes to introduce and waive the first reading of Ordinance No. 2023-01, Amending the Hughson Municipal Code Pertaining to Title 15 Building Code Regulations, with the following roll call vote:**

BAWANAN	RUSH	STRAIN	CROOKER	CARR
AYE	AYE	AYE	AYE	ABSENT

## **6. NEW BUSINESS:**

**6.1:** Adopt Resolution No. 2023-09, Affirming the City of Hughson's Commitment to Supporting the Riverview Mobile Home Estates Water Consolidation Project and Authorize the City Manager to execute the Letter of Support.

**Thania Bejarano, Self-Help Enterprises, presented the report on this item.**

**Mayor Pro Tem Bawanan opened public comment at 6:43PM. There was no public comment. Mayor Pro Tem Bawanan closed public comment at 6:44PM.**

**STRAIN/CROOKER 4-0-0-1 motion passes to adopt Resolution No. 2023-09, Affirming the City of Hughson's Commitment to Supporting the Riverview Mobile Home Estates Water Consolidation Project and Authorize the City Manager to execute the Letter of Support, with the following roll call vote:**

BAWANAN	RUSH	STRAIN	CROOKER	CARR
AYE	AYE	AYE	AYE	ABSENT

**7. CORRESPONDENCE: NONE.****8. COMMENTS:****8.1: Staff Reports and Comments: (Information Only – No Action)****City Manager:**

City Manager Mayhew informed the City Council that the next City Council meeting will be held at Hughson High School Reeder Hall and that the State of the City Address will be held at the Hughson High School Theatre.

**Community Development Director:**

Director Jauregui provided a Walker Lane Project update.

**Police Services:**

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

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

**Councilmember Crooker attended the League of California Cities New Mayor and Councilmembers Conference in Sacramento on January 18-20, 2023, he also attended an Economic Development Committee meeting on January 23, 2023. He thanked staff for all their hard work.**

**Councilmember Rush attended a Knights of Columbus Crab Feed. He thanked public works staff for their hard work during the recent storms. He also thanked Hughson Police Services for their hard work.**

**Councilmember Strain attended the League of California Cities New Mayor and Councilmembers Conference in Sacramento on January 18-20, 2023.**

**Mayor Pro Tem Bawanan volunteered at a Knights of Columbus Crab Feed. He attended AB1234 Ethics Training on January 19, 2023. He thanked City staff and Hughson Police Services for their continued hard work.**

**8.3: Mayor's Comments: (Information Only – No Action) NONE.****9. CLOSED SESSION TO DISCUSS THE FOLLOWING:****9.1: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**  
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One (1) case.

**No reportable action.**

**ADJOURNMENT:**

**BAWANAN/STRAIN 4-0-0-1 motion passes to adjourn the regular meeting of January 23, 2023, at 7:23PM with the following roll call vote:**

<b>BAWANAN</b>	<b>RUSH</b>	<b>STRAIN</b>	<b>CROOKER</b>	<b>CARR</b>
AYE	AYE	AYE	AYE	ABSENT

**APPROVED:**

\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

\_\_\_\_\_  
**ASHTON GOSE, Executive Assistant/City Clerk**



**OFFICIAL BALLOT  
SPECIAL LANDOWNER ELECTION**

**NUMBER OF VOTES ENTITLED TO BE CAST: 57**

**CITY OF HUGHSON  
CITYWIDE PUBLIC SAFETY AND MAINTENANCE SERVICES COMMUNITY FACILITIES DISTRICT**

This official ballot is for a special landowner election. You must return this ballot prior to the close of the Public Hearing on **Monday, January 23, 2023**. You have two options for returning the ballot: First, you may mail it back in the enclosed, postage paid envelope, to the office of the City Clerk of the City of Hughson, located at 7018 Pine Street. If you choose this option, please be aware that the ballot must be received by Monday, January 23, 2023. Post marked envelopes received after that date cannot be accepted. Second, you may hand deliver the ballot (please use the enclosed envelope and be sure it is sealed), either to the office of the City Clerk, prior to 5:00 p.m. on Monday, January 23, 2023, or you may hand it in at the Public Hearing.

To cast your ballot properly, please mark "X" on the line after the word "Yes" or after the word "No". Please make only one choice. All marks otherwise made are forbidden and shall render the ballot void. If you wrongly mark, tear or deface the ballot, return it to the City Clerk's office and obtain a replacement.

Land Owner: KB Home North Bay  
Attn: Julie Nebozuk  
Address: 4830 Business Center Drive, Suite 150  
Fairfield, CA 94534

(APN's: 018-017-002; 018-017-010 & 018-017-014)

***Declaration of Authorization***

*The undersigned certifies under penalty of perjury that he/she is entitled to complete and submit this waiver.*

  
\_\_\_\_\_  
Signature of Land Owner (or authorized representative)

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Date

**BALLOT MEASURE:** Shall the City of Hughson be authorized to annually levy a special tax on taxable parcels within the City of Hughson Citywide Public Safety and Maintenance Services Community Facilities District, (the "District") in accordance with the Rate and Method of Apportionment of Special Tax, as detailed in the "Resolution of Intention to Form" the District, and to Authorize the Levy of Special Taxes Therein", to be adopted by the City Council on **January 23, 2023**, commencing in Fiscal Year 2023/2024.

YES:  \_\_\_\_\_

NO: \_\_\_\_\_



## **CITY COUNCIL AGENDA ITEM NO. 3.2**

### **SECTION 3: CONSENT CALENDAR**

**Meeting Date:** February 14, 2023  
**Subject:** Approval of Warrants Register  
**Enclosure:** Warrants Register  
**Presented By:** Sarah Chavarin, Accounting Manager  
**Approved By:** Merry Mayken  
City Manager

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#### **Staff Recommendation:**

Approve the Warrants Register as presented.

#### **Background and Overview:**

The warrants register presented to the City Council is a listing of all expenditures paid from January 17, 2023, through February 7, 2023.

#### **Fiscal Impact:**

There are reductions in various funds for payment of expenses.



Hughson

# Check Report

By Check Number

Date Range: 01/17/2023 - 02/07/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: Payable Bank-Payable Bank</b>						
01420	CALIFORNIA STATE DISBURSEMENT UNIT	01/17/2023	Regular	0.00	224.12	56175
<a href="#">INV0008415</a>	Invoice	01/13/2023	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	224.12	
00237	CARR, GEORGE	01/18/2023	Regular	0.00	3,743.20	56176
<a href="#">INV0008403</a>	Invoice	01/09/2023	The Mayor's Conference - Carr	0.00	3,743.20	
01835	Julie Ann Strain	01/18/2023	Regular	0.00	760.00	56177
<a href="#">INV0008402</a>	Invoice	01/09/2023	LOCC Member Orientation - Strain	0.00	760.00	
01837	Randy Crooker	01/18/2023	Regular	0.00	760.00	56178
<a href="#">INV0008404</a>	Invoice	01/09/2023	LOCC Member Orientation - Crooker	0.00	760.00	
00032	AFLAC	01/20/2023	Regular	0.00	461.01	56182
<a href="#">936579</a>	Invoice	01/01/2023	AFLAC	0.00	461.01	
01603	Amazon Capital Services, Inc.	01/20/2023	Regular	0.00	185.12	56183
<a href="#">1119-KMGD-DRHV</a>	Invoice	01/17/2023	Calenders for 2023	0.00	124.72	
<a href="#">1937-3RR1-6JYK</a>	Invoice	01/18/2023	Battery for PLC	0.00	60.40	
00094	AT&T MOBILITY	01/20/2023	Regular	0.00	494.95	56184
<a href="#">287303621604X0..</a>	Invoice	01/02/2023	PHONES	0.00	494.95	
00109	BADGER METER, INC	01/20/2023	Regular	0.00	4,516.88	56185
<a href="#">80112196</a>	Invoice	01/18/2023	Badger service	0.00	2,254.92	
<a href="#">80114509</a>	Invoice	01/18/2023	Service Badger	0.00	2,261.96	
00284	CHARTER COMMUNICATION	01/20/2023	Regular	0.00	250.91	56186
<a href="#">0013555010123</a>	Invoice	01/01/2023	IP ADDRESS- PINE ST	0.00	250.91	
00305	CITY OF HUGHSON	01/20/2023	Regular	0.00	2,127.76	56187
<a href="#">INV0008451</a>	Invoice	01/18/2023	LLDS & STARN PARK	0.00	2,127.76	
01538	Colonial Life	01/20/2023	Regular	0.00	604.87	56188
<a href="#">54059071201825</a>	Invoice	12/01/2022	Colonial Life	0.00	604.87	
00463	EXPRESS PERSONNEL SERVICE	01/20/2023	Regular	0.00	6,743.58	56189
<a href="#">28222222</a>	Invoice	11/16/2022	22/23 Extra Help	0.00	1,240.32	
<a href="#">28240415</a>	Invoice	11/21/2022	Extra Help- PW	0.00	1,033.60	
<a href="#">28335742</a>	Invoice	12/07/2022	22/23 Extra Help	0.00	904.40	
<a href="#">28373373</a>	Invoice	12/14/2022	Extra Help- PW & UTL	0.00	2,292.45	
<a href="#">28392871</a>	Invoice	12/20/2022	Extra Help- PW	0.00	1,272.81	
00474	FERGUSON ENTERPRISES, INC	01/20/2023	Regular	0.00	542.08	56190
<a href="#">1748613</a>	Invoice	10/10/2022	Blanket PO	0.00	364.78	
<a href="#">1748700</a>	Invoice	10/10/2022	Blanket PO	0.00	177.30	
01539	Gateway Pacific Contractors, Inc.	01/20/2023	Regular	0.00	20,122.50	56191
<a href="#">INV0008452</a>	Invoice	11/04/2022	Reissue of Payment 17	0.00	20,122.50	
00527	GIBBS MAINTENANCE CO	01/20/2023	Regular	0.00	1,085.00	56192
<a href="#">12204</a>	Invoice	12/30/2022	JANITOR SERVICES	0.00	1,085.00	
01612	GreatAmerica Financial Svcs.	01/20/2023	Regular	0.00	358.92	56193
<a href="#">33139931</a>	Invoice	12/30/2022	LEASE	0.00	358.92	
01583	Hunt & Sons, Inc.	01/20/2023	Regular	0.00	1,819.11	56194
<a href="#">921450</a>	Invoice	01/05/2023	Blanket PO fuel	0.00	1,819.11	

## Check Report

Date Range: 01/17/2023 - 02/07/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00698	KUBWATER RESOURCES, INC	01/20/2023	Regular	0.00	5,480.40	56195
<a href="#">11476</a>	Invoice	12/19/2022	Blanket PO Polymer	0.00	5,480.40	
01435	North Valley Labor Compliance Services	01/20/2023	Regular	0.00	375.00	56196
<a href="#">005060</a>	Invoice	12/30/2022	Phase II Tank Construction	0.00	375.00	
00855	OPERATING ENGINEERS LOCAL	01/20/2023	Regular	0.00	330.00	56197
<a href="#">1/2023-1</a>	Invoice	01/01/2023	LOCAL UNION DUES #3	0.00	330.00	
00878	PETTY CASH	01/20/2023	Regular	0.00	195.80	56198
<a href="#">INV0008443</a>	Invoice	11/02/2022	Brunch Items for Safety Committee	0.00	24.96	
<a href="#">INV0008444</a>	Invoice	11/10/2022	Food- Benefit Enrollment Lunch	0.00	25.08	
<a href="#">INV0008445</a>	Invoice	12/12/2022	Council Meeting Refreshments	0.00	31.98	
<a href="#">INV0008446</a>	Invoice	01/03/2023	Expo Markers-Conference room board/CSC i...	0.00	35.54	
<a href="#">INV0008447</a>	Invoice	01/09/2023	council meeting name plates	0.00	33.44	
<a href="#">INV0008448</a>	Invoice	01/17/2023	christmas tree plaque	0.00	20.00	
<a href="#">INV0008449</a>	Invoice	11/15/2022	open enrollment lunch drinks	0.00	24.80	
00901	PREFERRED ALLIANCE, INC.	01/20/2023	Regular	0.00	104.49	56199
<a href="#">0179322-IN</a>	Invoice	12/31/2022	OFF-SITE PARTICIPANT - PW	0.00	104.49	
00906	PROVOST & PRITCHARD CONSU	01/20/2023	Regular	0.00	5,785.00	56200
<a href="#">97273</a>	Invoice	12/27/2022	TCP Treatment Design	0.00	5,785.00	
01066	STATE WATER RESOURCES CONTROL BOARD	01/20/2023	Regular	0.00	6,514.05	56201
<a href="#">LW-1041222</a>	Invoice	01/18/2023	Annual fee	0.00	6,514.05	
01069	Jared Steele Water & Wastewater Management	01/20/2023	Regular	0.00	3,024.50	56202
<a href="#">9661</a>	Invoice	12/06/2022	Balnknet PO Lab /service	0.00	3,024.50	
01089	SUTTER GOULD MEDICAL FOUN	01/20/2023	Regular	0.00	78.00	56203
<a href="#">996198490-39</a>	Invoice	12/27/2022	Pre-Employment Physical	0.00	78.00	
01093	SYNAGRO WEST, LLC	01/20/2023	Regular	0.00	5,644.03	56204
<a href="#">35319</a>	Invoice	01/01/2023	Blanket PO Sludge waste	0.00	5,644.03	
01206	WARDEN'S OFFICE	01/20/2023	Regular	0.00	97.12	56205
<a href="#">2091130-0</a>	Invoice	01/11/2023	MISC OFFICE SUPPLIES	0.00	97.12	
01224	WILBUR-ELLIS COMPANY	01/20/2023	Regular	0.00	11.87	56206
<a href="#">14803284.1</a>	Invoice	01/18/2023	Reissue of check dated 3/28/22	0.00	11.87	
01257	1ST SECURITY & SOUND INC	01/31/2023	Regular	0.00	149.85	56207
<a href="#">0212389</a>	Invoice	01/20/2023	MONITORING	0.00	149.85	
00016	ABS PRESORT	01/31/2023	Regular	0.00	1,087.07	56208
<a href="#">130647</a>	Invoice	01/11/2023	BILL PRINTING- JAN	0.00	1,087.07	
01846	Alma Garcia	01/31/2023	Regular	0.00	600.00	56209
<a href="#">INV0008468</a>	Invoice	01/25/2023	Senior Center Rental Deposit Garcia	0.00	600.00	
00237	CARR, GEORGE	01/31/2023	Regular	0.00	1,624.81	56210
<a href="#">INV0008470</a>	Invoice	01/16/2023	The Mayor's Conference	0.00	1,624.81	
00284	CHARTER COMMUNICATION	01/31/2023	Regular	0.00	97.70	56211
<a href="#">0054047011023</a>	Invoice	01/10/2023	IP ADDRESS- 1ST	0.00	97.70	
00332	CONDOR EARTH TECHNOLOGIES	01/31/2023	Regular	0.00	12,115.70	56212
<a href="#">88174</a>	Invoice	10/31/2022	PROFESSIONAL SERVICES FOR MS4	0.00	8,149.00	
<a href="#">88346</a>	Invoice	11/30/2022	PROFESSIONAL SERVICES FOR WWTP	0.00	2,713.45	
<a href="#">88548</a>	Invoice	12/31/2022	Professional Services for MS4	0.00	1,253.25	
01570	CSG Consultants	01/31/2023	Regular	0.00	7,619.70	56213
<a href="#">48534</a>	Invoice	01/13/2023	Hughsonn In House Building Services & Fire P..	0.00	3,420.00	
<a href="#">B222274</a>	Invoice	01/03/2023	Contract Services Planning/Building	0.00	4,199.70	

## Check Report

Date Range: 01/17/2023 - 02/07/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00365	CSMFO	01/31/2023	Regular	0.00	225.00	56214
<a href="#">200016171</a>	Invoice	01/19/2023	Intro To Gov Accounting Del Re	0.00	100.00	
<a href="#">300011254</a>	Invoice	01/19/2023	Management	0.00	125.00	
00387	DEHART PLUMBING HEATING	01/31/2023	Regular	0.00	416.52	56215
<a href="#">INV0008459</a>	Invoice	01/24/2023	Contractor Paid Twice for MECR23-1112	0.00	416.52	
00464	EZ NETWORK SOLUTIONS	01/31/2023	Regular	0.00	5,636.10	56216
<a href="#">42162</a>	Invoice	12/30/2022	IT SERVICES	0.00	4,726.10	
<a href="#">42167</a>	Invoice	12/30/2022	IT SERVICES	0.00	910.00	
01841	Fabian Ramos	01/31/2023	Regular	0.00	26.16	56217
<a href="#">INV0008460</a>	Invoice	01/25/2023	Plan Adjustment	0.00	26.16	
00474	FERGUSON ENTERPRISES, INC	01/31/2023	Regular	0.00	515.78	56218
<a href="#">1766389</a>	Invoice	01/13/2023	Blanket PO	0.00	515.78	
01539	Gateway Pacific Contractors, Inc.	01/31/2023	Regular	0.00	71,734.50	56219
<a href="#">INV0008455</a>	Invoice	11/30/2022	Well #7 Replacement Phase IV	0.00	71,734.50	
01539	Gateway Pacific Contractors, Inc.	01/31/2023	Regular	0.00	3,775.50	56220
<a href="#">INV0008456</a>	Invoice	11/30/2022	Well #7 Replacement Phase IV	0.00	3,775.50	
00528	GILTON SOLID WASTE MANAGE	01/31/2023	Regular	0.00	63,697.37	56221
<a href="#">December 2022</a>	Invoice	12/01/2022	GARBAGE SERVICE- DEC	0.00	63,697.37	
01794	HdL Coren & Cone	01/31/2023	Regular	0.00	1,412.50	56222
<a href="#">SIN024858</a>	Invoice	01/24/2023	Contract Services Property Tax: Jan - March ...	0.00	1,412.50	
01827	Hughson High School	01/31/2023	Regular	0.00	500.00	56223
<a href="#">INV0008462</a>	Invoice	01/25/2023	Senior Center Rental Deposit HHS	0.00	500.00	
00617	HUGHSON UNIFIED SCHOOL	01/31/2023	Regular	0.00	160.00	56224
<a href="#">230018</a>	Invoice	01/19/2023	Reeder Hall and Theater Rental	0.00	160.00	
01847	Jamie Raduechel	01/31/2023	Regular	0.00	100.00	56225
<a href="#">INV0008469</a>	Invoice	01/25/2023	Starn Park Rental Refund of Deposit Raduec...	0.00	100.00	
01840	Javier Padilla	01/31/2023	Regular	0.00	500.00	56226
<a href="#">INV0008458</a>	Invoice	01/25/2023	Senior Center Rental Deposit Padilla	0.00	500.00	
01835	Julie Ann Strain	01/31/2023	Regular	0.00	1,193.84	56227
<a href="#">INV0008457</a>	Invoice	01/24/2023	LOCC Member Orientation Travel & Expense	0.00	1,193.84	
01829	K & M Welding	01/31/2023	Regular	0.00	1,500.00	56228
<a href="#">1763</a>	Invoice	01/05/2023	AC Security Enclosure	0.00	1,500.00	
01694	Martha Duran	01/31/2023	Regular	0.00	600.00	56229
<a href="#">INV0008467</a>	Invoice	01/25/2023	Senior Center Rental Deposit Duran	0.00	600.00	
00755	MCR ENGINEERING, INC	01/31/2023	Regular	0.00	3,842.50	56230
<a href="#">17914</a>	Invoice	01/10/2023	Well 7 Site Improvements	0.00	3,842.50	
00611	Mid Valley Publications	01/31/2023	Regular	0.00	259.00	56231
<a href="#">340427</a>	Invoice	01/25/2023	Public Hearing Amending Title 15	0.00	259.00	
00824	NEUMILLER & BEARDSLEE	01/31/2023	Regular	0.00	1,600.00	56232
<a href="#">336900</a>	Invoice	01/19/2023	LEGAL SERVICES	0.00	1,600.00	
00910	PURCHASE POWER	01/31/2023	Regular	0.00	13.49	56233
<a href="#">INV0008466</a>	Invoice	01/13/2023	POSTAGE-Finance charge	0.00	13.49	
01000	SEEGER'S	01/31/2023	Regular	0.00	323.63	56234
<a href="#">0140491-IN</a>	Invoice	01/06/2023	Business Cards, Gose, Strain, Crooker	0.00	323.63	
01009	SHRED-IT USA LLC	01/31/2023	Regular	0.00	191.10	56235

## Check Report

Date Range: 01/17/2023 - 02/07/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">8003104685</a>	Invoice	01/03/2023	Shredding	0.00	191.10	
01844	Silvia Toledo	01/31/2023	Regular	0.00	500.00	56236
<a href="#">INV0008464</a>	Invoice	01/25/2023	Senior Center Rental Deposit Toledo	0.00	500.00	
01842	Stefani Sanchez	01/31/2023	Regular	0.00	13.00	56237
<a href="#">INV0008461</a>	Invoice	01/25/2023	Overpayment of Business License	0.00	13.00	
01090	SUTTER HEALTH PLUS	01/31/2023	Regular	0.00	13,875.36	56238
<a href="#">2413835</a>	Invoice	01/04/2023	MEDICAL INSURANCE- FEB	0.00	13,875.36	
01149	TURLOCK IRRIGATION DIST.	01/31/2023	Regular	0.00	25,394.82	56239
<a href="#">INV0008453</a>	Invoice	01/20/2023	ELECTRIC	0.00	25,394.82	
01845	Veronica Prado	01/31/2023	Regular	0.00	500.00	56240
<a href="#">INV0008465</a>	Invoice	01/25/2023	Senior Center Rental Deposit Prado	0.00	500.00	
01192	VISION SERVICE PLAN	01/31/2023	Regular	0.00	523.80	56241
<a href="#">817020706</a>	Invoice	01/19/2023	MEDICAL INSURANCE WITHHELD- Feb	0.00	523.80	
01206	WARDEN'S OFFICE	01/31/2023	Regular	0.00	96.93	56242
<a href="#">2091516-0</a>	Invoice	01/17/2023	MISC OFFICE SUPPLIES	0.00	29.13	
<a href="#">2091516-1</a>	Invoice	01/18/2023	MISC OFFICE SUPPLIES	0.00	9.71	
<a href="#">2091548-0</a>	Invoice	01/17/2023	MISC OFFICE SUPPLIES	0.00	58.09	
01843	Waterford Lions Club	01/31/2023	Regular	0.00	160.00	56243
<a href="#">INV0008463</a>	Invoice	01/25/2023	Senior Center Rental Deposit Lions Club	0.00	160.00	
01225	WILLDAN ENGINEERING	01/31/2023	Regular	0.00	7,850.75	56244
<a href="#">00624415</a>	Invoice	11/12/2022	WHITMORE AVE SIDEWALK	0.00	7,850.75	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	02/01/2023	Regular	0.00	224.12	56245
<a href="#">INV0008482</a>	Invoice	02/01/2023	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	224.12	

## Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	88	68	0.00	303,096.87
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
	<b>88</b>	<b>68</b>	<b>0.00</b>	<b>303,096.87</b>

**All Bank Codes Check Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	88	68	0.00	303,096.87
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
	<b>88</b>	<b>68</b>	<b>0.00</b>	<b>303,096.87</b>

**Fund Summary**

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	1/2023	302,872.75
999	POOLED CASH/CONSOLIDATED CASH	2/2023	224.12
			<b>303,096.87</b>





Hughson

# Refund Check Register

## Refund Check Detail

UBPKT02961 - Refunds 01 UBPKT02959 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
13-2360-001	MACEDO, KAREN	1/19/2023	56179	36.18			36.18	Generated From Billing
	***VOID CHECK***		56180	0.00				
15-0570-003	Lindenberg, Zachary	1/19/2023	56181	56.72			56.72	Generated From Billing
Total Refunds: 3			Total Refunded Amount:	92.90				

### Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	92.90
Revenue Total:	92.90

### General Ledger Distribution

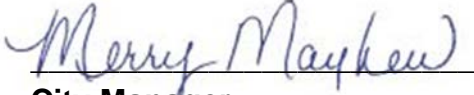
Posting Date: 01/05/2023

	Account Number	Account Name	Posting Amount	IFT
Fund:	510 - WATER/SEWER DEPOSIT			
	510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	-92.90	Yes
	510-11040	CUSTOMER CREDITS	92.90	
	510 Total:		0.00	
Fund:	999 - POOLED CASH/CONSOLIDATED CASH			
	999-10010	CASH IN BANK-MONEY MARKET	-92.90	
	999-20000	DUE TO OTHER FUNDS (POOLED CASH)	92.90	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



## **CITY COUNCIL AGENDA ITEM NO. 3.3**

### **SECTION 3: CONSENT CALENDAR**

**Meeting Date:** February 14, 2023  
**Subject:** Waive the Second Reading and Adopt Ordinance No. 2023-01, Amending the Hughson Municipal Code Pertaining to Title 15 Building Code Regulations  
**Presented By:** Carla Jauregui, Community Development Director  
**Approved By:**   
City Manager

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#### **Staff Recommendation:**

Waive the second reading and adopt Ordinance No. 2023-01, amending Title 15 Building and Construction of the Hughson Municipal Code, and adopting by reference, the California Building Standards, 2022 Edition, Title 24 of the California Code of Regulations, with amendments and other uniform codes.

#### **Background & Overview:**

At the January 23, 2023 meeting, the City Council held a Public Hearing and introduced by title only and waived the first reading of Ordinance No. 2023-01, amending the Hughson Municipal Code pertaining to Title 15 Building Code Regulations and adopting by reference, the California Building Standards, 2022 Edition, Title 24 of the California Code of Regulations, with amendments and other uniform codes. No comments were provided by the public at the hearing. To officially adopt the Ordinance, a 2<sup>nd</sup> reading (or waiver of the 2<sup>nd</sup> reading) must be acted upon by the City Council.

The model codes update every three years to improve and adjust to the newest materials, methods of construction, and technological advances in the industry. The California Building Standards Commission's adoption of the 2022 California Building Code (CBC) comes after a comprehensive multi-state agency and stakeholder update of the 2019 California Building Code.

The objective is to produce a practical building code that ensures public safety first and foremost while implementing the most efficient technology available to conserve the State's natural resources and energy use. California's Building Code applies to every commercial and residential structure in the State.

The new 2022 CBC contains twelve parts that incorporate public health, life safety, and general welfare standards used in the design and construction of buildings in California. These parts incorporate the latest national standards in the International Building, Residential and Fire Codes, California Green Building Code, California Energy Code, National Electrical Code and the Uniform Mechanical and Plumbing Codes.

If approved, this ordinance will take effect thirty (30) days after adoption.

**Fiscal Impact:**

There are no fiscal impacts with the adoption of this ordinance and code amendment.

**CITY OF HUGHSON  
CITY COUNCIL  
ORDINANCE NO 2023-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUGHSON  
AMENDING THE HUGHSON MUNICIPAL CODE PERTAINING TO TITLE 15  
BUILDING CODE REGULATIONS**

**WHEREAS**, the City Council of the City of Hughson wishes to provide the highest level of building safety measures possible to its citizens; and

**WHEREAS**, Section 17922 of the California Health & Safety Code establishes Title 24 of the California Code of Regulations, also referred to as the California Building Code (“CBC”), as the Statewide Uniform Building Code; and

**WHEREAS**, the City Council of the City of Hughson desires to update Title 15 of the Hughson Municipal Code in order conform to the State of California’s newly updated 2022 CBC as required by law.

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

**Section 1:** That Title 15, Building and Construction of the City of Hughson Municipal Code be amended as stated in Attachment “A”, attached hereto, and made a part hereof by this reference.

**Section 2: Purpose and Authority:** The purpose of this Ordinance is to adopt by reference the 2022 edition of the California Building Standards Code, Title 24, Parts 1, 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11, & 12 of the California Code of Regulations, subject to the definitions, clarifications, and the amendments set forth in this Ordinance. The purpose of this Ordinance is also to provide minimum requirements and standards for the protection of the public safety, health, property and welfare of the City of Hughson. This Ordinance is adopted under the authority of Government Code Subsection 50022.2 and Health and Safety Code Section 18941.5.

**Section 3: Intent:** This ordinance is not intended to impose, and shall not be construed or given effect in a manner that imposes, upon the city or any officer or employee thereof, a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

**Section 4: Affect:** If any provision of this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The city council hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portion thereof.

**Section 5: Effective Date and Publication:** This Ordinance shall become effective 30 days after its final passage and adoption, provided it is published in a newspaper of general circulation at least fifteen (15) days prior to its effective date.

The foregoing Ordinance was introduced, and the title thereof read the regular meeting of the City Council of the City of Hughson held on January 23, 2023, and by a vote of the Council members present, further reading was waived.

On motion of councilperson\_\_\_\_\_, seconded by councilperson \_\_\_\_\_, the second reading of the foregoing ordinance was waived, and this ordinance was duly passed by the City Council of the Hughson City Council at a regular meeting thereof held on **February 14, 2023**, by the following vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

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**GEORGE CARR, Mayor**

**ATTEST:**

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**Ashton Gose, City Clerk**

## Attachment “A”

### Article I. General

#### **15.04.010 Purpose.**

The purpose of this title is to provide for the administration and enforcement of the California Code of Regulations Title 24 codes, the technical codes, and other approved codes adopted by the city of Hughson as part of this title. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **15.04.011 Scope.**

The provisions of this title shall serve as the administrative, organizational and enforcement rules and regulations for the California Code of Regulations Title 24 which regulate site preparation and construction, alteration, moving, demolition, repair, use and occupancy of buildings, structures and building service equipment within the city. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **15.04.012 Compliance with title provisions required.**

It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure in the city, or cause or permit or suffer the same to be done, in violation of this title or in violation of any of the provisions of the codes adopted hereunder. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **15.04.013 Cross-references to technical code.**

The provisions of this chapter and the Title 24 codes contain cross-references to the provisions of the international codes, the uniform codes or other approved codes promulgated by industry authorities in order to facilitate reference and comparison to those provisions. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **15.04.014 Application to the city.**

The name “city of Hughson” is inserted in any and all blank spaces provided in the California Building Code for the name of the city adopting such code, and wherever the word “city” as “jurisdiction” appears in the code or is otherwise used, it shall mean and refer to the city of Hughson. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **15.04.015 Unsafe buildings, structures and equipment.**

Buildings, structures and equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed unsafe. A vacant structure that is not secured against entry shall be deemed unsafe.

All such unsafe buildings, structures or equipment are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the authorities and procedures set forth in Chapter [1.17](#) HMC. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **Article II. Organization and Enforcement**

#### **15.04.020 Powers and duties of building official.**

A. The building official is hereby authorized and directed to enforce all the provisions of this code. For such purposes, the building official shall have the powers of a law enforcement officer.

B. The building official shall have the power to render interpretations of this code and to adopt and enforce rules and supplemental administrative regulations to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformance with the intent and purpose of this code.

C. The city hereby delegates the enforcement of building standards relating to fire and panic safety and other regulations of the State Fire Marshal as they relate to Group R, Division 3 dwellings, as described in Section 310.1 of Part 2 of the California Building Standards Code, to the chief building official of the city, or his or her authorized representative.

D. In accordance with prescribed procedures and with the approval of the appointing authority, the building official may appoint such number of technical officers and inspectors and other employees as shall be authorized from time to time. The building official may deputize such inspectors or employees as may be necessary to carry out the functions of the code enforcement agency.

E. Whenever any work is being done contrary to the provisions of this code, or other pertinent laws or ordinances implemented through the enforcement of this code, the building official may order the work stopped by notice in writing served on any persons engaged in the doing or causing of such work to be done, and any such persons shall forthwith stop such work until authorized by the building official to proceed with the work.

F. The building official has the authority and powers necessary to determine whether a violation of the code exists and the authority to take appropriate action to gain compliance with the provisions of this code and applicable state codes. These powers include the power to issue administrative citations, notice and orders, correction notices, stop work orders and civil



penalties and administrative fines authorized under Chapter [1.17](#) HMC. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **15.04.021 Right of entry.**

When it is necessary to make an inspection to enforce the provisions of this code, or when the building official has reasonable cause to believe that there exists in a building or upon a premises a condition that is contrary to or in violation of this code that makes the building or premises unsafe, dangerous or hazardous, the building official may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this code; provided, that if such building or premises be occupied that credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **15.04.022 Occupancy violations.**

Whenever any building or structure or equipment therein regulated by this code is being used contrary to the provisions of this code, the building official may order such use discontinued and the structure, or portion thereof, vacated by notice served on any person causing such use to be continued. Such person shall discontinue the use within the time prescribed by the building official after receipt of such notice to make the structure, or portion thereof, comply with the requirements of this code. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **15.04.023 Liability.**

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or its parent jurisdiction be held as assuming any such liability by reason of the inspections authorized by this code or any permits or certificates issued under this code. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **15.04.024 Modifications.**

When there are practical difficulties involved in carrying out the provisions of this code, the building official may grant modifications for individual cases. The building official shall first find that a special individual reason makes the strict letter of this code impractical, and that the modification is in conformance with the intent and purpose of this code and that such modification does not lessen any fire-protection requirements or any degree of structural integrity. The details of any action granting modifications shall be recorded and entered in the files of the code enforcement agency. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **15.04.025 Alternate materials, alternate design, and methods of construction.**

The provisions of this code are not intended to prevent the use of any material, alternate design or method of construction not specifically prescribed by this code, provided any alternate has been approved and its use authorized by the building official.

The building official may approve any such alternate, provided the building official finds that the proposed design is satisfactory and complies with the provisions of this code and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in suitability, strength, effectiveness, fire resistance, durability, safety and sanitation.

The building official shall require that sufficient evidence or proof be submitted to substantiate any claims that may be made regarding its use. The details of any action granting approval of an alternate shall be recorded and entered in the files of the code enforcement agency. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **15.04.026 Tests.**

Whenever there is insufficient evidence of compliance with any of the provisions of this code or evidence that any material or construction does not conform to the requirements of this code, the building official may require tests as proof of compliance to be made at no expense to this jurisdiction.

Test methods shall be as specified by this code or by other recognized test standards. If there are no recognized and accepted test methods for the proposed alternate, the building official shall determine test procedures.

All tests shall be made by an approved agency. Reports of such tests shall be retained by the building official for the period required for the retention of public records. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **15.04.027 Cooperation of other officials and officers.**

The building official may request, and shall receive, the assistance and cooperation of other officials of this jurisdiction so far as is required in the discharge of the duties required by this code or other pertinent law or ordinance. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **15.04.028 Violation – Penalties.**

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, enlarges, alters, repairs, moves, improves, removes, converts, demolishes, equips, uses, occupies or maintains any building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties prescribed under Chapter

[1.17](#) HMC which are in addition to all other legal remedies, civil or criminal, which may be pursued by the city. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

### Article III. Codes Adopted

#### **15.04.030 Title 24 codes adopted.**

A. Adoption of Part 1 – ~~2013~~ **2022** California Building Standards Administrative Code. In book form, as published by the International Code Council as adopted and amended by the California Building Standards Commission, is hereby adopted as the city of Hughson building standards administrative code. A copy of said code is on file in the office of the building official of the city.

B. Adoption of Part 2 – ~~2013~~ **2022** California Building Code. In book form, in two volumes as published by the International Code Council, *together with Appendices Chapter G – Flood-Resistant Construction, Chapter H – Signs, Chapter I – Patio Covers, Chapter J – Grading, Chapter K – Central Valley Flood Protection Plan, and Chapter P – Emergency Housing, and subsequent additions and editions thereto* as adopted and amended by the California Building Standards Commission, is hereby adopted as the city of Hughson building code. A copy of said code is on file in the office of the building official of the city.

C. Adoption of Part 2.5 – ~~2013~~ **2022** California Residential Code. In book form, as amended in this title and including *all* the following appendices *with the exception of Appendix AL-Permit Fees, and subsequent additions and editions thereto* thereto: Appendix H – Patio Covers; Appendix J – Existing Building, as published by the International Code Council as adopted and amended by the California Building Standards Commission is hereby adopted as the city of Hughson residential code. A copy of said code is on file in the office of the building official of the city.

D. Adoption of Part 3 – ~~2013~~ **2022** California Electrical Code *including appendices*. In book form, as published by the National Fire Protection Association as adopted and amended by the California Building Standards Commission, is hereby adopted as the city of Hughson electric code. A copy of said code is on file in the office of the building official of the city.

E. Adoption of Part 4 – ~~2013~~ **2022** California Mechanical Code. In book form as amended in this title and including *all* following appendices thereto: ~~Appendix Chapter 1 – Administration with amendments; Appendix A – UMC Standard – Nos. 2 2, 6 2, and 6 5; Appendix B,~~ as published by the International Association of Plumbing and Mechanical Officials as adopted and amended by the California Building Standards Commission, is hereby adopted as the city of Hughson mechanical code. A copy of said code is on file in the office of the building official of the city.

F. Adoption of Part 5 – ~~2013~~ **2022** California Plumbing Code. In book form as amended in this title and including *all* the following appendices thereto: ~~Appendix Chapter 1 – Administration with amendments; Appendix A; Appendix B; Appendix D; Appendix G; Appendix I; Appendix K,~~ as published by the International Association of Plumbing and Mechanical Officials as adopted and amended by the California Building Standards Commission, is hereby adopted as

the city of Hughson plumbing code. A copy of said code is on file in the office of the building official of the city.

G. Adoption of Part 6 – ~~2013~~ **2022** California Energy Code. In book form, as published by the International Code Council as adopted and amended by the California Building Standards Commission, is hereby adopted as the city of Hughson energy code. A copy of said code is on file in the office of the building official of the city.

H. Adoption of Part 8 – ~~2013~~ **2022** California Historical Code. In book form, as amended by the Hughson Fire Protection District, and as published by the International Code Council as adopted and amended by the California Building Standards Commission, is hereby adopted as the city of Hughson historical code. A copy of said code is on file in the office of the building official of the city.

I. Adoption of Part 9 – ~~2013~~ **2022** California Fire Code. In book form, as amended by the Hughson Fire Protection District and as published by the International Code Council as adopted and amended by the California Building Standards Commission, is hereby adopted as the city of Hughson fire code. A copy of said code is on file in the office of the building official of the city.

J. Adoption of Part 10 – ~~2013~~ **2022** California Existing Building Code. In book form, as published by the International Code Council as adopted and amended by the California Building Standards Commission, is hereby adopted as the city of Hughson's existing building code. A copy of said code is on file in the office of the building official of the city.

K. Adoption of Part 11 – ~~2013~~ **2022** California Green Standards Code and the Tier 1 Provisions of Appendix A4. In book form, as published by the International Code Council as adopted and amended by the California Building Standards Commission, is hereby adopted as the city of Hughson green standards code. A copy of said code is on file in the office of the building official of the city.

L. Adoption of Part 12 – ~~2013~~ **2022** California Referenced Standards Code. In book form, as published by the International Code Council as adopted and amended by the California Building Standards Commission, is hereby adopted as the city of Hughson referenced standards code. A copy of said code is on file in the office of the chief building official of the city. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

**M. Adoption of Uniform Housing Code 1997 Edition.**

**For the purpose of prescribing regulations governing the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings and structures within the City, the Uniform Housing Code, 1997 Edition Conference of Building Officials (Title 25 of the California Code of Regulations pursuant to Sections 17958, 17958.5, 17958.7, 17958.9 and 17959 of the California Health and Safety Code), published by the International, and subsequent additions and editions thereto, one copy of which is on file in the office of the City Clerk for public record and inspection, is hereby adopted by reference and made part of this chapter as though**

set forth in this chapter in full, subject, however, to the amendments, additions and deletions set forth in this chapter, and said Code shall be known as the Housing Code of the City of Hughson.

**N. Adoption of the Uniform Code for the Abatement of Dangerous Buildings 1997 Edition.**  
For the purpose of prescribing regulations governing the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings and structures within the City, the Uniform Code for Abatement of Dangerous Buildings, 1997 Edition, published by the International Conference of Building Officials, and subsequent additions and editions thereto, one copy of which is on file in the office of the City Clerk for public record and inspection, is hereby adopted by reference and made a part of this chapter as though set forth in this chapter in full, subject, however, to the amendments, additions and deletions set forth in this chapter, and said Code shall be known as the Dangerous Buildings Code for the City of Hughson.

#### **Article IV. Permits**

##### **15.04.035 Permits required.**

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

##### **15.04.036 Annual permit.**

In lieu of an individual permit for each alternation to an already approved electrical, gas, mechanical or plumbing installation, the building official is authorized to issue an annual permit upon application therefor to any person, firm or corporation regularly employing one or more qualified tradespersons in the building, structure or on the premises owned or operated by the applicant for the permit.

The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The building official shall have access to such records at all times or such records shall be filed with the building official as designated. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

##### **15.04.037 Work exempt from permit.**

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

###### **A. Building.**

1. One-story detached accessory buildings used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 120 square feet (11.15 m<sup>2</sup>).
2. Fences not over ~~six~~ seven feet (1,829 mm) high.

3. Oil derricks.

4. Retaining walls that are not over four feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.

5. Water tanks are supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2:1.

6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade and not over any basement or story below and are not part of an accessible route.

7. Painting, papering, tiling, carpeting, cabinets, countertops and similar finish work.

8. Temporary motion picture, television and theater stage sets and scenery.

9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches deep, do not exceed 5,000 gallons (18,927 L) and are installed entirely above ground.

10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

11. Swings or other playground equipment accessory to detached one- and two-family dwellings.

12. Window awnings supported by an exterior wall that do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support of Group R-3 and U occupancies.

13. Non-fixed and moveable fixtures, cases, racks, counters and partitions not over five feet nine inches (1,753 mm) in height.

## B. Electrical.

1. Repairs and Maintenance. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

2. Radio and Television Transmitting Stations. The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installation of towers and antennas.

3. Temporary Testing Systems. A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

## C. Gas.

1. Portable heating appliance.

2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

#### D. Mechanical.

1. Portable heating appliance.

2. Portable ventilation equipment.

3. Portable cooling equipment.

4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

5. Replacement of any part that does not alter its approval or make it unsafe.

6. Portable evaporative cooler.

7. Self-contained refrigeration system containing 10 pounds (five kg) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.

#### E. Plumbing.

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with the new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007. Formerly 15.04.036)

#### **15.04.038 Emergency repairs.**

Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working day to the building official. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007. Formerly 15.04.037)

#### **15.04.039 Repairs.**

Application or notice to the building official is not required for ordinary repairs to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a

structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007. Formerly 15.04.038)

#### **15.04.040 Public service agencies.**

A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007. Formerly 15.04.039)

#### **15.04.041 Application for permit.**

To obtain a permit, the applicant shall first file an application in writing on a form furnished by the department of building safety for that purpose. Every such application shall:

- A. Identify and describe the work to be covered by the permit for which application is made.
- B. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
- C. Indicate the use or occupancy for which the proposed work is intended.
- D. Be accompanied by plans, diagrams, computations and specifications and other data as required in this chapter.
- E. State the valuation of the proposed work.
- F. Be signed by the applicant, or the applicant's authorized agent.
- G. Give such other data and information as may be required by the building official. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007. Formerly 15.04.040)

#### **15.04.042 Action on application.**

The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the required pertinent laws, the building official shall reject such application in writing, stating the reason(s) for rejection. If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the building official shall issue a permit as soon as practicable. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007. Formerly 15.04.041)

#### **15.04.043 Time limitation and expiration.**

A. Permit Application. An application for which no permit is issued within ~~180 days~~ **12 months** following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official is authorized to extend the time for action by the applicant for a period not to exceed 180 days upon request by the applicant. A second extension not exceeding 180 days may be granted by the building official under the following conditions:

1. The applicant submits a written request for such extension showing justifiable cause;



2. There have been no changes to any of the governing codes under which the plans were originally submitted since the original date of application;
3. An administrative fee as established must be paid at the time the second extension is granted.

No further application extensions will be granted after a second extension.

B. Permit. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site for such permit is suspended or abandoned for a period of 180 days after the time the work is commenced.

The building official may re-activate a permit which has become invalid (either expired or inactive), upon written request by the permit holder, under the following conditions:

1. The suspension or abandonment of work has not exceeded one year;
2. There have been no changes to any of the governing codes under which the permit was originally issued during the time since the permit became invalid;
3. An administrative fee as established must be paid at the time an extension is granted.

The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each.

Any permit holder with an unexpired permit may submit a written request for an extension of the time within which work may commence under that permit. The building official may extend the time for action by for a period not exceeding 180 days if the request demonstrates circumstances are beyond the control of the permit holder. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007. Formerly 15.04.042)

#### **15.04.044 Validity.**

The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give the authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinance of this jurisdiction. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007. Formerly 15.04.043)

#### **15.04.045 Suspension or revocation.**

The building official is authorized to suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of

this code. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007. Formerly 15.04.044)

#### **15.04.046 Placement of permit.**

The building permit or copy shall be kept on the site of the work until the completion of the project. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007. Formerly 15.04.045)

### **Article V. Construction Documents**

#### **15.04.050 Submittal documents.**

Construction documents, statement of special inspections and other data shall be submitted in one or more sets with each permit application. The construction documents shall be prepared by a registered design professional. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official may waive the submission of plans, calculations, construction inspection requirements and other data if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **15.04.051 Information on construction documents.**

Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official.

The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of this code. In other than occupancies in Group R-2, R-3, and 1-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the wall envelope as required, including flashing, intersections with dissimilar materials, corners, end detail, control joints, intersections at roofs, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The construction documents shall include manufacturer's installation instructions and provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

**15.04.052 Site plan.**

The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirements for a site plan when the application for a permit is for alteration or repair or when otherwise unwarranted. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

**15.04.053 Phased approval.**

The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted; provided, that adequate information and detailed statements have been filed complying with pertinent requirements of this code; and provided, that all fees as specified in the resolution adopted pursuant to HMC 15.04.065 are paid in full. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

**15.04.054 Design professional in responsible charge.**

When it is required that documents be prepared by a registered design professional, the building official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner may designate a registered design professional in responsible charge who shall perform all of the duties required of the registered design professional in responsible charge. The building official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties.

The registered design professional in responsible charge shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.

When structural observation is required by CBC Chapter 17, the statement of special inspections shall name the individuals or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

**15.04.055 Deferred submittals.**

For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the building official within a specified period.

Deferral of any submittal items shall have prior approval of the building official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the building official.

Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and that they have been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until their design and submittal documents have been approved by the building official. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **15.04.056 Amended construction documents.**

Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **15.04.057 Retention of construction documents.**

One set of approved construction documents shall be retained by the building official for a period of not less than 180 days from the date of completion of the permitted work, or as required by state or local laws. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

### **Article VI. Temporary Structures and Uses**

#### **15.04.060 General.**

The building official is authorized to issue a permit for temporary structures and temporary uses. Such permit shall be limited as to time of service but shall not be permitted for more than 180 days. The building official is authorized to grant extensions for demonstrated causes.

Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.

The building official is authorized to give permission to temporarily supply and use power in part of an electrical installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in the California Electrical Code.

The building official is authorized to terminate such permit for temporary structure or use and to order the temporary structure or use to be discontinued. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

## **Article VII. Fees**

### **15.04.065 Fees established by city council resolution.**

All fees required pursuant to Title 24 shall be paid in the amount established set forth in the schedule of fees established by resolution of the city council. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

## **Article VIII. Inspections**

### **15.04.070 General.**

Construction or work for which a permit is required shall be subject to inspection by the building official and all such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

### **15.04.071 Preliminary inspection.**

Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed. A survey of the lot may be required by the building official to verify that the structure is located in accordance with the approved plans. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

### **15.04.072 Required inspections.**

The building official, upon notification, shall make the inspections set forth in the following subsections:

A. Foundation and Footing Inspection. Footings and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

B. Concrete Slab and Under-Floor Inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

C. Lowest Floor Elevation. In floor hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in CBC Section 1612.5 shall be submitted to the building official.

D. Frame Inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

E. Lath or Gypsum Board Inspection. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, are in place, but before any plastering is applied or before gypsum board joints and fasteners are taped and finished.

Exception: Gypsum board that is not part of a fire-resistance-rated assembly or shear assembly.

F. Fire-Resistant Penetrations. Protection of joints and penetrations in fire-resistance-rated assemblies shall not be concealed from view until inspected and approved.

G. Energy Efficiency Inspections. Inspections shall be made to determine compliance with the California Energy Code and shall include, but not be limited to, inspections for: envelope insulation R and U values, fenestration U value, duct system R value, and HVAC and water-heating equipment efficiency.

H. CalGreen Tier 1 Inspections. Inspections shall be made to determine compliance with the California Green Building Standards Code and shall include both mandatory measures, as well as the Tier 1 measures of Appendix A4.

I. Other Inspections. In addition to the inspections specified above, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

J. Special Inspections. For special inspections, see CBC Chapter 17.

K. Final Inspection. The final inspection shall be made after all work required by the building permit is completed and all other specific requirements of the project are approved. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **15.04.073 Inspection agencies.**

The building official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

#### **15.04.074 Inspection requests.**

It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. The building official may require that every request for inspection be filed at least one working day before such inspection is desired. Such request may be in writing or by telephone at the option of the building official. It shall be the duty of the permit holder to provide access to and means for inspection of such work that are required by this code. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

**15.04.075 Approval required.**

Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate that portion of the construction is satisfactory as completed, or shall notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

**Article IX. Certificate of Occupancy****15.04.080 General.**

A. Use and Occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until the building official has issued a certificate of occupancy therefor as provided herein. U occupancies shall be exempt from the requirements of this section.

B. Certificate Issued. After the building official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the building official shall issue a certificate of occupancy that shall contain the following:

1. The building permit number.
2. The address of the building.
3. The name and address of the owner.
4. A description of that portion of the building for which the certificate is issued.
5. A statement that the described portion of the building has been inspected for compliance with the requirements of this code for the group and division of occupancy and the use for which the proposed occupancy is classified.
6. The name of the building official.
7. The edition of the code under which the permit was issued.
8. Any special stipulations and conditions of the building permit.

C. Temporary Certificate. The building official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit; provided, that such portion or portions shall be occupied safely. The building official shall set a time period during which the temporary certificate of occupancy is valid.

D. Revocation. The building official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code whenever the certificate is issued in error, or on the basis of incorrect information supplied, or when it is determined that the

building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code. (Ord. 13-04(B) § 1, 2014; Ord. 11-03 § 1, 2011; Ord. 07-08 § 1, 2007)

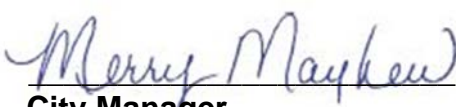




## **CITY COUNCIL AGENDA ITEM NO. 3.4**

### **SECTION 3: CONSENT CALENDAR**

**Meeting Date:** February 14, 2023  
**Subject:** Approval of the Treasurer's Investment Portfolio Report for September 2022  
**Enclosure:** Portfolio of Investments, September 2022  
**Presented By:** Ashton Gose, Executive Assistant, City Clerk

**Approved By:**   
City Manager

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#### **Staff Recommendation:**

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

#### **Summary:**

The City Treasurer reviews the City's investment practices and approves the quarterly Portfolio of Investments Report. As of September 2022, the City of Hughson's investment total is \$2,620,624 and has a total cash and investment balance of \$30,881,625. All investment actions executed since the last report have been made in full compliance of the City of Hughson's Investment Policy. The City of Hughson will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b) (2) and (3) respectively.

#### **Discussion:**

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

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

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

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

#### Certificates of Deposits

The reported investments in CDs reflect the City's most current balance statement as of September 2022. The two accounts share a combined balance of \$2,535,298, comprising 96.70% of the City's total portfolio of investments. This compares with the balance in June 2022, three months prior, of \$2,590,583.

#### L.A.I.F. Investments

The reported Local Agency Investment Fund (L.A.I.F.) investments reflect the City's most current balance statement as of September 2022. The two L.A.I.F. accounts share a combined balance of \$85,326, comprising 3.30% of the City's total portfolio of investments. This compares with the L.A.I.F. accounts balance in March 2022, three months prior, of \$85,166.

#### **Fiscal Impact:**

As of September 2022, the total investment balance for the City of Hughson is \$2,620,624 accounting for 8.49% of the City's total cash and investments. Of the amounts invested, 3.30% is invested in L.A.I.F. investments, and 96.70% is invested in Certificates of Deposit. City staff will continue to monitor and report on the City of Hughson's investment practices.

**City of Hughson  
Portfolio of Investments  
September 2022**

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
<b>Bank Statement Totals</b>	\$ 27,477,116.12	\$ 844,777.41	\$ -	\$ 28,321,893.53
Adjustment-Direct Deposit Payroll	\$ 1,057.98	\$ 231.54	\$ -	\$ -
Outstanding Deposits +	\$ 97,574.90	\$ 465.00	\$ -	\$ 98,039.90
Outstanding Checks/transfers -	\$ (26,774.42)	\$ (132,157.32)	\$ -	\$ (158,931.74)
<b>ADJUSTED TOTAL</b>	\$ 27,548,974.58	\$ 713,316.63	\$ -	\$ 28,261,001.69
Investments: Various				\$ 1,048,980.05
Multi-Bank WWTP				\$ 1,486,318.02
Investments: L.A.I.F.		\$ 42,730.76	\$ 42,594.86	\$ 85,325.62
<b>General Ledger Adjustments</b>				
Wages Payable				0.00
<b>Total Investments</b>				\$ 2,620,623.69
<b>Total Cash &amp; Investments</b>				\$ 30,881,625.38

All investment actions executed since the last report have been made in full compliance with the Investment Policy. The City of Hughson will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b)(2) and (3) respectively.

**Breakdown of Investments**

<b>Investments: Various - ***850</b>								
Description	Maturity Dates	Quantity	Opening Balance	Closing Balance	Interest Accrued	% of Portfolio		
<b>Cash, Money Funds And Bank Deposits:</b>			\$ 4,042.03	\$ 4,437.80	\$ -	0.42%		
<b>Total:</b>			\$ 1,077,749.50	\$ 1,071,637.72	\$ -			
Fixed Income (Certificate of Deposits)	Maturity Dates	Quantity	Market Price	Market Value	Interest Accrued	Rate of Return	% of Portfolio	
SALLIE MAE BK SALT LAKE CITY UT	07/14/21-07/14/26	150,000.00	\$88.3970	\$ 132,595.50	\$ 320.55	1.130%	12.64%	
American Express Centurion	04/13/22-04/14/25	142,000.00	\$95.8890	\$ 136,162.38	\$ 1,719.56	2.710%	12.98%	
BMO HARRIS Chicago	9/28/20-3/28/25	175,000.00	\$90.9940	\$ 159,239.50	\$ 4.79	0.540%	15.18%	
MEDALLION BK SALT LAKE	11/18/20-11/18/25	70,000.00	\$88.8890	\$ 62,222.30	\$ 12.66	0.610%	5.93%	
TEXAS EXCHANGE BK CROWLEY	11/25/20-11/25/25	55,000.00	\$88.5290	\$ 48,690.95	\$ 4.52	0.670%	4.64%	
Corporate Bond	10/30/20-10/30/25	130,000.00	\$87.5240	\$ 113,781.20	\$ 541.67	1.140%	10.85%	
UBS BK USA SALT LAKE CITY	09/22/21-09/22/26	136,000.00	\$87.6020	\$ 119,138.72	\$ 28.32	1.080%	11.36%	
JP Morgan Chase BK NA Columbus Ohio	11/10/20-11/10/25	250,000.00	\$88.9010	\$ 222,252.50	\$ 489.73	0.560%	21.19%	
SALLIE MAE BK SALT LAKE CITY	6/3/2020-6/3/2025	55,000.00	\$91.7440	\$ 50,459.20	\$ 152.42	0.920%	4.81%	
<b>Total CDs</b>				\$ 1,044,542.25	\$ 3,274.22		99.58%	
<b>Total Investments: Various Holdings</b>				\$ 1,048,980.05	\$ 3,274.22		100.00%	
<b>Total Portfolio Investment</b>							<b>40.00%</b>	

<b>Multi-Bank WWTP - ***934</b>								
Description	Maturity Dates	Quantity	Opening Balance	Closing Balance	Interest Accrued	% of Portfolio		
<b>Cash, Money Funds, and Bank Deposits:</b>			\$7,167.58	\$ 8,272.89	\$ -	0.56%		
<b>Total:</b>			\$1,523,883.50	\$ 1,518,945.25	\$ -			
Fixed Income (Certificate of Deposits)	Maturity Dates	Quantity	Market Price	Market Value	Interest Accrued	Rate of Return	% of Portfolio	
GOLDMAN SACHS	11/26/21-11/26/24	100,000.00	\$91.6350	\$ 91,635.00	\$ 447.78	1.410%	6.17%	
STATE BK INDIA Chicago	7/10/20-7/10/25	98,000.00	\$91.3330	\$ 89,506.34	\$ 220.16	1.090%	6.02%	
STATE BK INDIA New York	06/10/20-06/10/2025	125,000.00	\$91.7220	\$ 114,652.50	\$ 402.74	1.140%	7.71%	
BMW BK NORTH AMER	8/14/20-08/14/23	55,000.00	\$96.7950	\$ 53,237.25	\$ 21.25	0.300%	3.58%	
MEDALLION BK SALT LAKE	11/18/20-11/18/25	125,000.00	\$88.8890	\$ 111,111.25	\$ 22.60	0.610%	7.48%	
GOLDMAN SACHS	05/19/21-05/19/26	90,000.00	\$88.4200	\$ 79,578.00	\$ 24.41	1.010%	5.35%	
GOLDMAN SACHS	09/09/21-09/08/26	163,000.00	\$88.1640	\$ 143,707.32	\$ 248.52	1.190%	9.67%	
AMERANT BK	02/14/22-02/16/27	250,000.00	\$89.0020	\$ 222,505.00	\$ 515.07	1.790%	14.97%	
American Express	04/13/22-04/14/25	83,000.00	\$95.8890	\$ 79,587.87	\$ 1,005.10	2.710%	5.35%	
TEXAS EXCHANGE	9/11/20-12/11/24	250,000.00	\$92.0270	\$ 230,067.50	\$ 65.07	0.540%	15.48%	
SALLIE MAE	7/1/20-7/1/25	98,000.00	\$90.8950	\$ 89,077.10	\$ 195.46	0.880%	5.99%	
Corporate Bond	11/18/20-11/18/25	200,000.00	\$86.6900	\$ 173,380.00	\$ 733.33	1.150%	11.67%	
<b>Total CDs</b>				\$ 1,478,045.13	\$ 3,901.49		99.44%	
<b>Total Multi-Bank WWTP Holdings</b>				\$ 1,486,318.02	\$ 3,901.49		100.00%	
<b>Total Portfolio Investment</b>							<b>56.70%</b>	

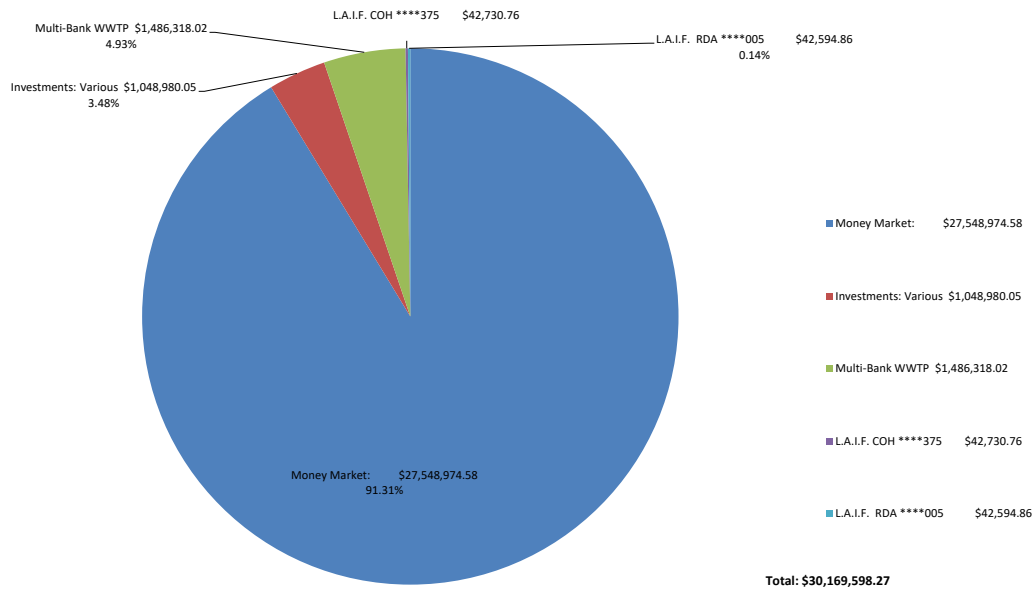
<b>L.A.I.F. Investments</b>						
Account #	Quarter Begin Principal as of June 2022	Quarterly Interest Earned as of September 2022	Interest Rate	Total	% of Investment	
****375 COH	\$ 42,650.91	\$ 79.85	0.062%	\$ 42,730.76	50.08%	
****005 RDA	\$ 42,515.26	\$ 79.60	0.062%	\$ 42,594.86	49.92%	
<b>Total L.A.I.F. Investments Holdings</b>				\$ 85,325.62	100.00%	
<b>Total Portfolio Investment</b>					<b>3.30%</b>	

Prepared By: Sopheap Dong-Carreon

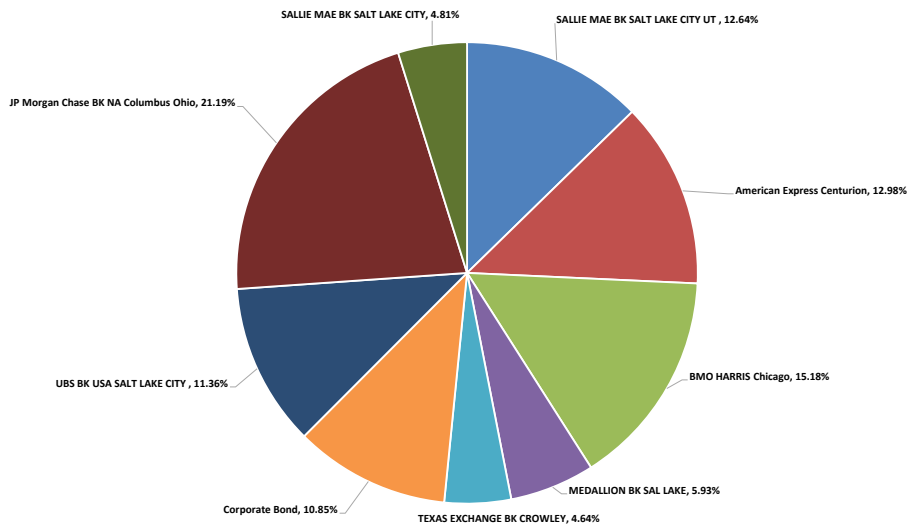
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Date

**Charts and Graphs**

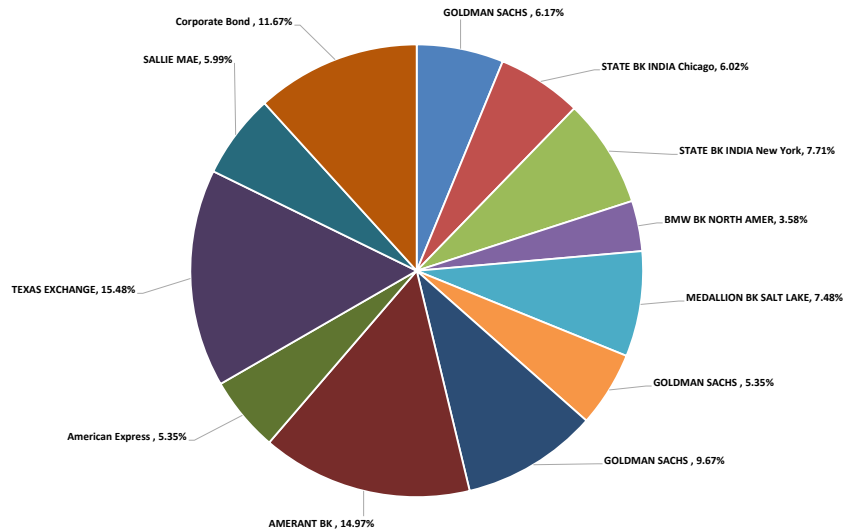
### Total Portfolio of Investment (Including Money Market Cash) Sept 2022



### Breakdown of Investments: Various - \*\*\* 850 Sept 2022



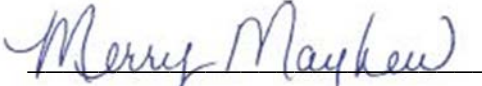
### Breakdown of Multi-Bank WWTP - \*\*\* 934 Sept 2022





## **CITY COUNCIL AGENDA ITEM NO. 3.5**

### **SECTION 3: CONSENT CALENDAR**

**Meeting Date:** February 14, 2023  
**Subject:** Approval of the Treasurer's Report for October 2022  
**Enclosure:** Treasurer Report - October 2022  
**Presented By:** Ashton Gose, Executive Assistant/City Clerk  
**Approved By:**   
City Manager

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#### **Staff Recommendation:**

Approve the City of Hughson Treasurer's Report for October 2022.

#### **Background and Discussion:**

The City Treasurer reviews the City's cash and investment practices and approves the monthly Treasury Reports and a quarterly Investment Portfolio Report. As of October 2022, the City of Hughson has a cash and investment balance total of \$30,958,044 with \$2,599,500 invested. All investment actions executed since the last report have been made in full compliance with the City of Hughson's Investment Policy. The City of Hughson will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b) (2) and (3) respectively.

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

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

### Transportation Capital and CDBG Street Project Fund:

The Transportation Capital Project Fund currently reflects a negative balance of (\$240,046), which is a positive difference of \$944 from the previous year. The CDBG Street Project Fund currently reflects a negative balance of (\$18,779) reflecting a positive difference of \$36,551 from the previous year. As the City continues to produce transportation projects, the transportation fund will likely continue to show a negative balance. City staff will continue to monitor and report the status of these reimbursements as the funds become available.

### **Fiscal Impact:**

As of October 2022, the City's cash and investments total \$30,958,044. This compares to an October 2021 balance of \$27,227,903 and represents an increase of \$3,730,141.

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

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	\$ 28,105,240.82	\$ 415,861.80	\$ -	\$ 28,521,102.62
Adjustment	\$ 1,186.79	\$ 248.93		
Outstanding Deposits +	\$ 75,026.08	\$ -	\$ -	\$ 75,026.08
Outstanding Checks/transfers -	\$ (794.36)	\$ (197,635.77)	\$ -	\$ (198,430.13)
<b>ADJUSTED TOTAL</b>	<b>\$ 28,180,659.33</b>	<b>\$ 218,474.96</b>	<b>\$ -</b>	<b>\$ 28,397,698.57</b>
Investments: Various				\$ 1,040,092.14
Multi-Bank WWTP				\$ 1,473,791.72
Investments: L.A.I.F.		\$ 42,876.16	\$ 42,739.79	\$ 85,615.95

**General Ledger Adjustments**

Wages Payable -39,154.60

**TOTAL CASH & INVESTMENTS \$ 30,958,043.78**

Books - All Funds	October 2021	October 2022	Difference	% of Variance
GENERAL FUND	3643922.52	3591969.61	-51,952.91	-1.43%
GENERAL FUND CONTINGENCY RESERVE	1008906.52	1129970.31	121,063.79	12.00%
FIXED ASSETS	0	0	0.00	n/a
SEWER	3382128.1	3500351.59	118,223.49	3.50%
SEWER FIXED ASSET REPLACEMENT	5028479.98	5248685.8	220,205.82	4.38%
SEWER DEV IMPACT FEE	-306483.2	296369.54	602,852.74	196.70%
WWTP Expansion 2008	103269.26	-48796.33	-152,065.59	-147.25%
WATER	908610.85	1212471.91	303,861.06	33.44%
Water TCP123	2777974.45	3637485.33	859,510.88	30.94%
WATER DEV IMPACT FEE	293279.2	463451.45	170,172.25	58.02%
Water Fixed Asset Replacement	1740993.3	769365.66	-971,627.64	-55.81%
COMMUNITY/SENIOR CENTER	18694.08	17715.63	-978.45	-5.23%
U.S.F. Resource Com. Center	1636.3	-1763.87	-3,400.17	-207.80%
Garbage/Refuse	103473.3	143831.68	40,358.38	39.00%
GAS TAX 2103	195042.42	212036.43	16,994.01	8.71%
GAS TAX 2105	79695.25	97393.93	17,698.68	22.21%
GAS TAX 2106	-7470.9	-26623.03	-19,152.13	-256.36%
GAS TAX 2107	44439.03	49216.14	4,777.11	10.75%
GAS TAX 2107.5	4422.14	5422.14	1,000.00	22.61%
Measure L SALES TAX-ROADS	865411.07	1388768.98	523,357.91	60.48%
SB-1 ROADS MAINTENANCE REHABILITATION	356709.43	494462.98	137,753.55	38.62%
LANDSCAPE LIGHTING DISTRICT	0	-1145.75	-1,145.75	#DIV/0!
BENEFIT ASSESSMENT DISTRICT	0	-126.84	-126.84	#DIV/0!
COMMUNITY FACILITIES DISTRICT	7255.15	7255.15	0.00	0.00%
COMMUNITY ENHANCEMENT DEV IMPACT FEE	221236.21	263791.96	42,555.75	19.24%
TRENCH CUT FUND	3093.6	222093.6	219,000.00	7079.13%
IT RESERVE	110238.83	110847.71	608.88	0.55%
SELF-INSURANCE	73303.49	73303.49	0.00	0.00%
DIABILITY ACCESS AND EDUCATION	2810.78	4068.58	1,257.80	44.75%
CLAIM ON CASH-CLFRF/ARPA	848450.14	1671350.08	822,899.94	96.99%
AB109 PUBLIC SAFETY	35722.29	35722.29	0.00	0.00%
ASSET FORFEITURE	1660.43	1660.43	0.00	0.00%
VEHICLE ABATEMENT	39239.14	47481.02	8,241.88	21.00%
SUPPLEMENTAL LAW ENFORCEMENT SERVICE F	467345.39	448083.67	-19,261.72	-4.12%
FEDERAL FUNDED OFFICER FUND	6620	6620	0.00	0.00%
98-EDBG-605 BUSINESS ASSISTANCE	93595.6	93595.6	0.00	0.00%
96-EDBG-438 Grant	403.43	403.43	0.00	0.00%
94-STBG-799 HOUSING REHAB	228593.57	230095.52	1,501.95	0.66%
HOME Program Grant (FTHB)	35043.29	35043.29	0.00	0.00%
96-STBG-1013 Grant	211311.93	210583.59	-728.34	-0.34%
CALHOME REHAB	40000	40000	0.00	0.00%
LOCAL TRANSPORTATION	51671.34	51671.34	0.00	0.00%
LOCAL TRANSPORTATION NON MOTORIZED	13219	13219	0.00	0.00%
TRANSPORTATION STREET PROJECTS	-240990.15	-240046.05	944.10	0.39%
PUBLIC WORKS STREET PROJECTS-CDBG	-55330.1	-18778.78	36,551.32	66.06%
STORM DRAIN DEV IMPACT FEE	711749.56	831901.15	120,151.59	16.88%
PUBLIC FACILITY DEV IMPACT FEE	1617670.87	1725784.84	108,113.97	6.68%
PUBLIC FACILITY STREET DEV IMPACT FEE	368554.82	548036.05	179,481.23	48.70%
PARK DEV IMPACT FEE	731087.47	831754.84	100,667.37	13.77%
PARKLAND IN LIEU	566199.11	650763.37	84,564.26	14.94%
WATER/SEWER DEPOSIT	88803.95	96584.03	7,780.08	8.76%
RDA SUCCESSOR AGENCY	250856.49	323834.95	72,978.46	29.09%
RDA FIXED ASSETS	0	0	0.00	n/a
LANDSCAPE LIGHTING DISTRICT	6020.27	2398.66	-3,621.61	n/a
LANDSCAPE LIGHTING DISTRICT	53851.96	55580.55	1,728.59	n/a
LANDSCAPE LIGHTING DISTRICT	27843.98	24493.89	-3,350.09	n/a
LANDSCAPE LIGHTING DISTRICT	39676.99	40527.3	850.31	n/a
LANDSCAPE LIGHTING DISTRICT	-32981.09	-31687.54	1,293.55	n/a
LANDSCAPE LIGHTING DISTRICT	9090.45	5623.54	-3,466.91	n/a
LANDSCAPE LIGHTING DISTRICT	24896.64	30593.25	5,696.61	n/a
LANDSCAPE LIGHTING DISTRICT	-58922.73	-75595.63	-16,672.90	n/a
LANDSCAPE LIGHTING DISTRICT	-33893.26	-48990.9	-15,097.64	n/a
LANDSCAPE LIGHTING DISTRICT	27447.84	24623.82	-2,824.02	n/a
LANDSCAPE LIGHTING DISTRICT	49357.37	50392.74	1,035.37	n/a
LANDSCAPE LIGHTING DISTRICT	29830.59	25043.52	-4,787.07	n/a
LANDSCAPE LIGHTING DISTRICT	2740.66	-2539.42	-5,280.08	n/a
LANDSCAPE LIGHTING DISTRICT	15774.6	27883.08	12,108.48	n/a
BENEFIT ASSESSMENT DISTRICT	69246.31	69123.49	-122.82	n/a
BENEFIT ASSESSMENT DISTRICT	12135.39	10879.14	-1,256.25	n/a
BENEFIT ASSESSMENT DISTRICT	130101.13	145214.02	15,112.89	n/a
BENEFIT ASSESSMENT DISTRICT	-2256.93	-9336.76	-7,079.83	n/a
BENEFIT ASSESSMENT DISTRICT	52398.55	59938.95	7,540.40	n/a
BENEFIT ASSESSMENT DISTRICT	13393.7	31143.2	17,749.50	n/a
COMMUNITY FACILITIES DISTRICT	19601.62	25497.44	5,895.82	n/a

Developer Impact Fees \*\*\* 3,637,094.93 4,961,089.83 1,323,994.90  
**TOTAL ALL FUNDS: 27,227,902.77 30,958,043.78 3,730,141.01**

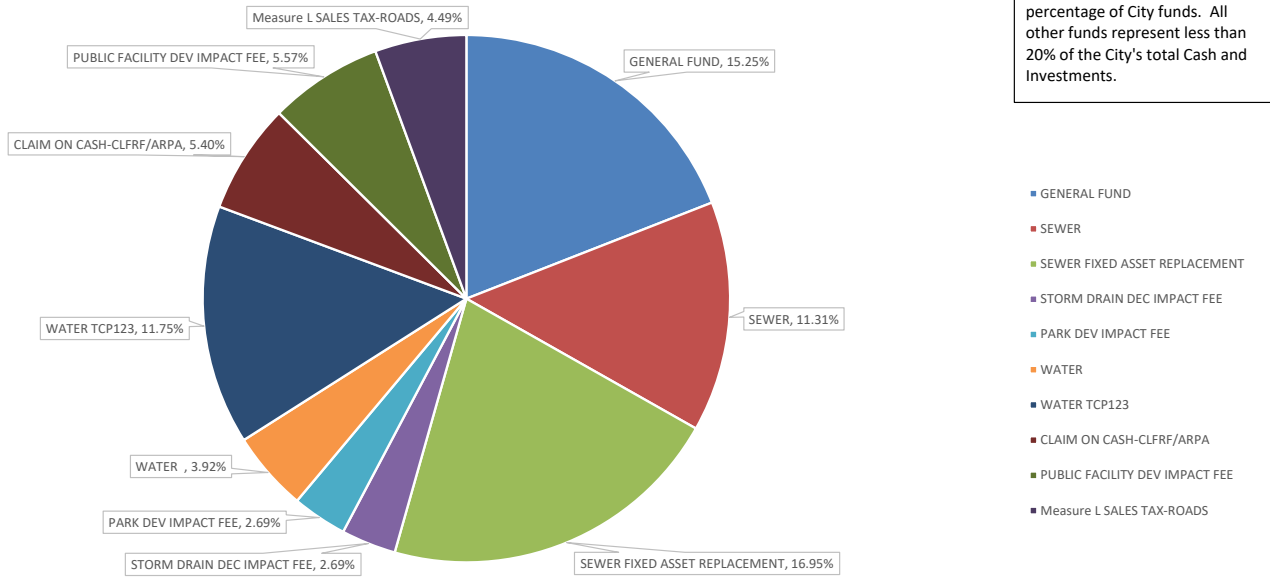
**Break Down of Impact Fees \*\*\***

SEWER DEV IMPACT FEE	-306,483.20	\$296,369.54	602,852.74	196.70%
WATER DEV IMPACT FEE	293,279.20	\$463,451.45	170,172.25	58.02%
COMMUNITY ENHANCEMENT DEV IMPACT FEE	221,236.21	\$263,791.96	42,555.75	19.24%
STORM DRAIN DEV IMPACT FEE	711,749.56	\$831,901.15	120,151.59	16.88%
PUBLIC FACILITY DEV IMPACT FEE	1,617,670.87	\$1,725,784.84	108,113.97	6.68%
PUBLIC FACILITY STREET DEV IMPACT FEE	368,554.82	\$548,036.05	179,481.23	48.70%
PARK DEV IMPACT FEE	731,087.47	\$831,754.84	100,667.37	13.77%
<b>Break Down of Impact Fees ***</b>	<b>3,637,094.93</b>	<b>4,961,089.83</b>	<b>1,323,994.90</b>	<b>36.40%</b>

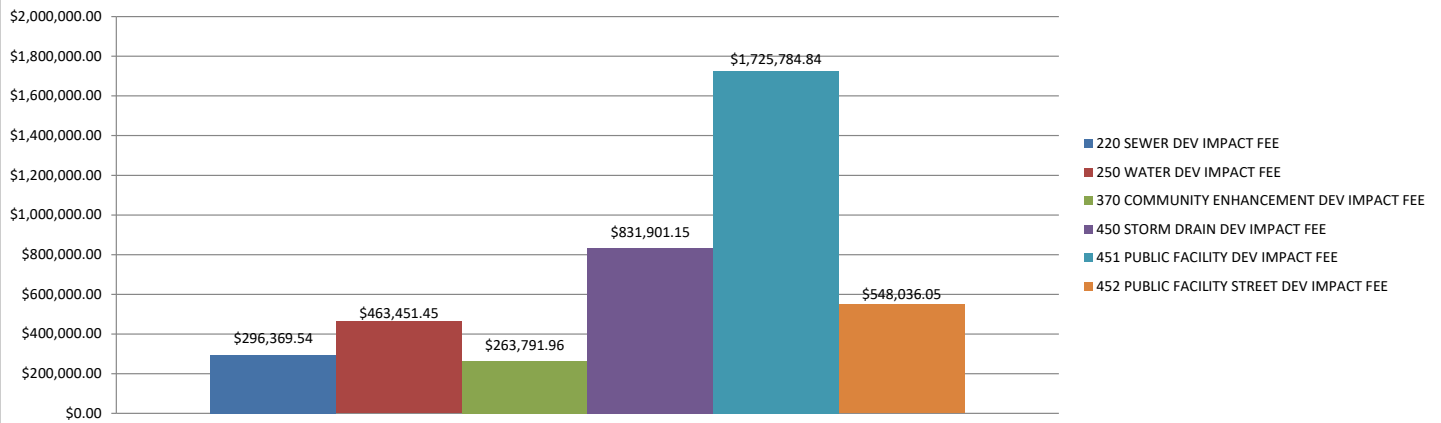
I hereby certify that the investment activity for this reporting period conforms with the Investment Policy adopted by the Hughson City Council, and the California Government Code Section 53601. I also certify that there are adequate funds available to meet the City of Hughson's budgeted and actual expenditures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

## Treasurer's Report - Charts and Graphs October 2022

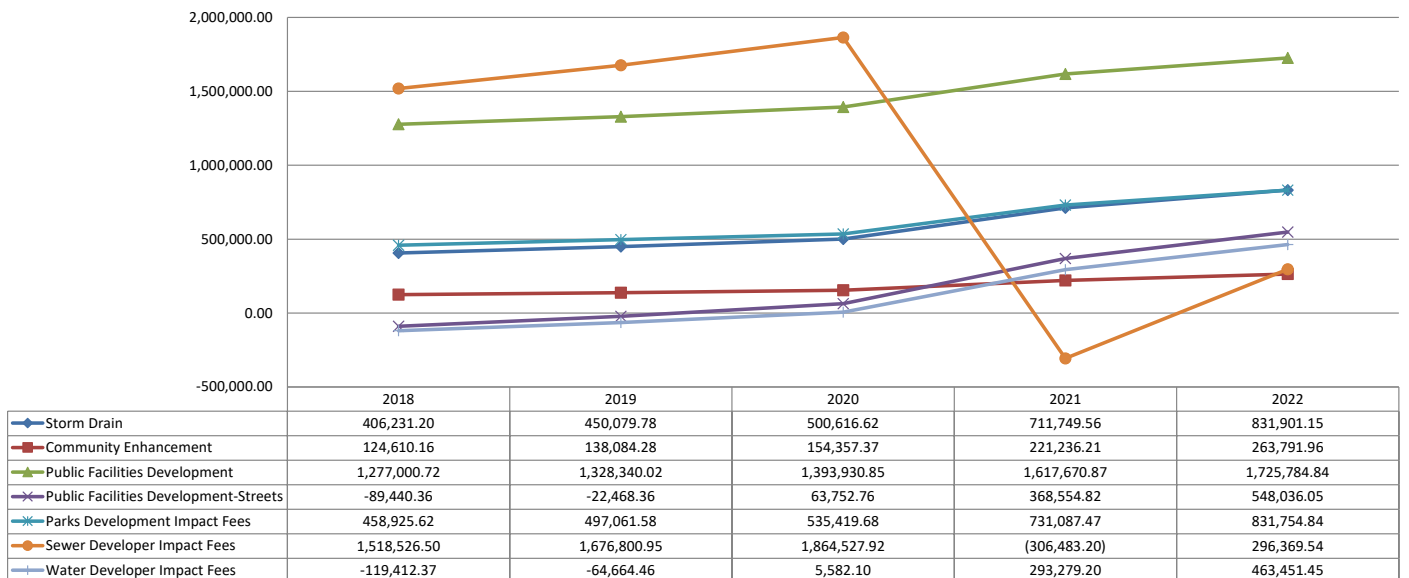
Percentage of Fund - October 2022



October 2022 Breakdown of Developer Impact Fees



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

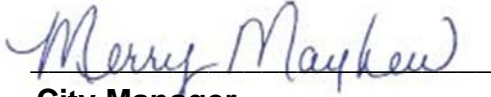






## CITY COUNCIL AGENDA ITEM NO. 3.6

### SECTION 3: CONSENT CALENDAR

**Meeting Date:** February 14, 2023  
**Subject:** Approval of the Treasurer's Report for November 2022  
**Enclosure:** Treasurer Report - November 2022  
**Presented By:** Ashton Gose, Executive Assistant/City Clerk  
**Approved By:**   
City Manager

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#### **Staff Recommendation:**

Approve the City of Hughson Treasurer's Report for November 2022.

#### **Background and Discussion:**

The City Treasurer reviews the City's cash and investment practices and approves the monthly Treasury Reports and a quarterly Investment Portfolio Report. As of November 2022, the City of Hughson has a cash and investment balance total of \$30,276,401 with \$2,605,805 invested. All investment actions executed since the last report have been made in full compliance with the City of Hughson's Investment Policy. The City of Hughson will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b) (2) and (3) respectively.

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

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

### Transportation Capital and CDBG Street Project Fund:

The Transportation Capital Project Fund currently reflects a negative balance of (\$619,609), which is a negative difference of \$378,184 from the previous year. A project was paid from this account incorrectly, and a correction will show in the January 2023 Treasurer's Report. The CDBG Street Project Fund currently reflects a negative balance of (\$18,779) reflecting a positive difference of \$36,551 from the previous year. As the City continues to produce transportation projects, these funds will likely continue to show a negative balance. City staff will continue to monitor and report the status of these reimbursements as the funds become available.

### **Fiscal Impact:**

As of November 2022, the City's cash and investments total \$30,276,401. This compares to a November 2021 balance of \$26,918,560 and represents an increase of \$3,357,842.

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

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	\$ 27,981,964.05	\$ 323,351.05	\$ -	\$ 28,305,315.10
Adjustment	\$ (5,942.07)	\$ 225.89		
Outstanding Deposits +	\$ 164,641.09	\$ -	\$ -	\$ 164,641.09
Outstanding Checks/transfers -	\$ (763.09)	\$ (755,233.10)	\$ -	\$ (755,996.19)
<b>ADJUSTED TOTAL</b>	<b>\$ 28,139,899.98</b>	<b>\$ (431,656.16)</b>	<b>\$ -</b>	<b>\$ 27,713,960.00</b>

Investments: Various				\$ 1,042,871.71
Multi-Bank WWTP				\$ 1,477,317.72
Investments: L.A.I.F.		\$ 42,876.16	\$ 42,739.79	\$ 85,615.95

**General Ledger Adjustments**

Wages Payable				-43,363.99
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**TOTAL CASH & INVESTMENTS \$ 30,276,401.39**

Books - All Funds	November 2021	November 2022	Difference	% of Variance
GENERAL FUND	3642742.05	3503485.21	-139,256.84	-3.82%
GENERAL FUND CONTINGENCY RESERVE	1008843.83	1130233.69	121,389.86	12.03%
FIXED ASSETS	0	0	0.00	n/a
SEWER	3499400.08	3630487.37	131,087.29	3.75%
SEWER FIXED ASSET REPLACEMENT	5006080.04	5249926.86	243,846.82	4.87%
SEWER DEV IMPACT FEE	-224171.01	296440.58	520,611.59	232.24%
WWTP Expansion 2008	95987.49	-45270.33	-141,257.82	-147.16%
WATER	694168.29	1333080.26	638,911.97	92.04%
Water TCP123	2761719.98	3637485.33	875,765.35	31.71%
WATER DEV IMPACT FEE	316066.32	463451.45	147,385.13	46.63%
Water Fixed Asset Replacement	1277331.08	322133.46	-955,197.62	-74.78%
COMMUNITY/SENIOR CENTER	16743.72	18520.01	1,776.29	10.61%
U.S.F. Resource Com. Center	2986.37	-3749.71	-6,736.08	-225.56%
Garbage/Refuse	151122.99	150025.72	-1,097.27	-0.73%
GAS TAX 2103	203652.09	216631.9	12,979.81	6.37%
GAS TAX 2105	84594.83	101279.94	16,685.11	19.72%
GAS TAX 2106	-6138.39	-28497.95	-22,359.56	-364.26%
GAS TAX 2107	50202.17	52617.01	2,414.84	4.81%
GAS TAX 2107.5	4422.14	5422.14	1,000.00	22.61%
Measure L SALES TAX-ROADS	904608.23	1389101.87	484,493.64	53.56%
SB-1 ROADS MAINTENANCE REHABILITATION	368816.83	508878.11	140,061.28	37.98%
LANDSCAPE LIGHTING DISTRICT	0	-1145.75	-1,145.75	#DIV/0!
BENEFIT ASSESSMENT DISTRICT	0	-126.84	-126.84	#DIV/0!
COMMUNITY FACILITIES DISTRICT	7255.15	7255.15	0.00	0.00%
COMMUNITY ENHANCEMENT DEV IMPACT FEE	227238.76	263855.19	36,616.43	16.11%
TRENCH CUT FUND	3093.6	222093.6	219,000.00	7079.13%
IT RESERVE	110232	110873.4	641.40	0.58%
SELF-INSURANCE	73303.49	73303.49	0.00	0.00%
DIABILITY ACCESS AND EDUCATION	2845.2	4106.78	1,261.58	44.34%
CLAIM ON CASH-CLFRF/ARPA	848450.14	1642218.17	793,768.03	93.56%
AB109 PUBLIC SAFETY	35722.29	35722.29	0.00	0.00%
ASSET FORFEITURE	1660.43	1660.43	0.00	0.00%
VEHICLE ABATEMENT	39239.14	47481.02	8,241.88	21.00%
SUPPLEMENTAL LAW ENFORCEMENT SERVICE F	467153.01	441805.94	-25,347.07	-5.43%
FEDERAL FUNDED OFFICER FUND	6620	6620	0.00	0.00%
98-EDBG-605 BUSINESS ASSISTANCE	93595.6	93595.6	0.00	0.00%
96-EDBG-438 Grant	403.43	403.43	0.00	0.00%
94-STBG-799 HOUSING REHAB	228827.97	230150.68	1,322.71	0.58%
HOME Program Grant (FTHB)	35043.29	35043.29	0.00	0.00%
96-STBG-1013 Grant	211298.38	210634.06	-664.32	-0.31%
CALHOME REHAB	40000	40000	0.00	0.00%
LOCAL TRANSPORTATION	51671.34	51671.34	0.00	0.00%
LOCAL TRANSPORTATION NON MOTORIZED	13219	13219	0.00	0.00%
TRANSPORTATION STREET PROJECTS	-241425.15	-619609.05	-378,183.90	-156.65%
PUBLIC WORKS STREET PROJECTS-CDBG	-55330.1	-18778.78	36,551.32	66.06%
STORM DRAIN DEV IMPACT FEE	728555.96	832100.56	103,544.60	14.21%
PUBLIC FACILITY DEV IMPACT FEE	1635835.09	1723197.79	87,362.70	5.34%
PUBLIC FACILITY STREET DEV IMPACT FEE	393129.94	548036.05	154,906.11	39.40%
PARK DEV IMPACT FEE	740609.1	831954.21	91,345.11	12.33%
PARKLAND IN LIEU	578077.2	650919.36	72,842.16	12.60%
WATER/SEWER DEPOSIT	93990.75	95404.47	1,413.72	1.50%
RDA SUCCESSOR AGENCY	250838.87	323668.27	72,829.40	29.03%
RDA FIXED ASSETS	0	0	0.00	n/a
LANDSCAPE LIGHTING DISTRICT	5158.23	1713.55	-3,444.68	n/a
LANDSCAPE LIGHTING DISTRICT	53302.57	55228.32	1,925.75	n/a
LANDSCAPE LIGHTING DISTRICT	25997.09	23257.02	-2,740.07	n/a
LANDSCAPE LIGHTING DISTRICT	38544.91	39391.41	846.50	n/a
LANDSCAPE LIGHTING DISTRICT	-33696.29	-32347.26	1,349.03	n/a
LANDSCAPE LIGHTING DISTRICT	8619.87	5257.83	-3,362.04	n/a
LANDSCAPE LIGHTING DISTRICT	24415.84	30204.78	5,788.94	n/a
LANDSCAPE LIGHTING DISTRICT	-61003.78	-77667.19	-16,663.41	n/a
LANDSCAPE LIGHTING DISTRICT	-35604.34	-50188.84	-14,584.50	n/a
LANDSCAPE LIGHTING DISTRICT	26992.9	24253.3	-2,739.60	n/a
LANDSCAPE LIGHTING DISTRICT	48064.8	49360.56	1,295.76	n/a
LANDSCAPE LIGHTING DISTRICT	29010.16	24438.56	-4,571.60	n/a
LANDSCAPE LIGHTING DISTRICT	2060.14	-3048.61	-5,108.75	n/a
LANDSCAPE LIGHTING DISTRICT	15726.92	27841.98	12,115.06	n/a
BENEFIT ASSESSMENT DISTRICT	69246.31	69122.64	-123.67	n/a
BENEFIT ASSESSMENT DISTRICT	11005.4	10096.14	-909.26	n/a
BENEFIT ASSESSMENT DISTRICT	129676.5	144919.44	15,242.94	n/a
BENEFIT ASSESSMENT DISTRICT	-4090.37	-10606.44	-6,516.07	n/a
BENEFIT ASSESSMENT DISTRICT	51835.3	59548.31	7,713.01	n/a
BENEFIT ASSESSMENT DISTRICT	13393.7	31143.2	17,749.50	n/a
COMMUNITY FACILITIES DISTRICT	19570.8	25466.62	5,895.82	n/a

Developer Impact Fees ***	3,817,264.16	4,959,035.83	1,141,771.67
<b>TOTAL ALL FUNDS:</b>	<b>26,918,559.67</b>	<b>30,276,401.39</b>	3,357,841.72

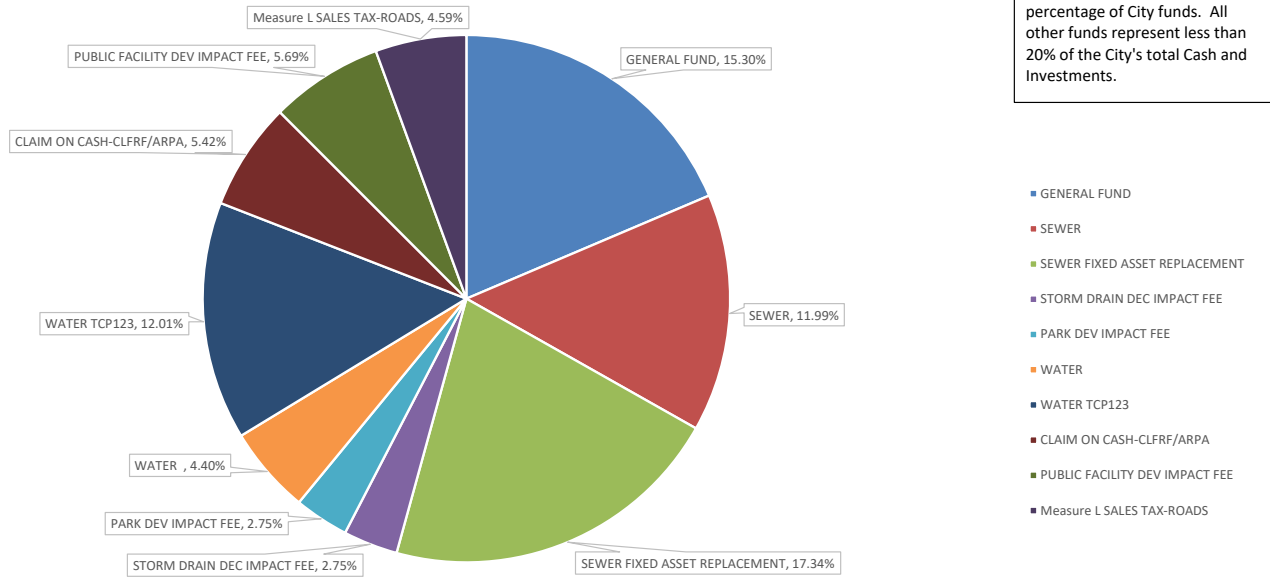
**Break Down of Impact Fees \*\*\***

SEWER DEV IMPACT FEE	-224,171.01	\$296,440.58	520,611.59	232.24%
WATER DEV IMPACT FEE	316,066.32	\$463,451.45	147,385.13	46.63%
COMMUNITY ENHANCEMENT DEV IMPACT FEE	227,238.76	\$263,855.19	36,616.43	16.11%
STORM DRAIN DEV IMPACT FEE	728,555.96	\$832,100.56	103,544.60	14.21%
PUBLIC FACILITY DEV IMPACT FEE	1,635,835.09	\$1,723,197.79	87,362.70	5.34%
PUBLIC FACILITY STREET DEV IMPACT FEE	393,129.94	\$548,036.05	154,906.11	39.40%
PARK DEV IMPACT FEE	740,609.10	\$831,954.21	91,345.11	12.33%
<b>Break Down of Impact Fees ***</b>	<b>3,817,264.16</b>	<b>4,959,035.83</b>	1,141,771.67	29.91%

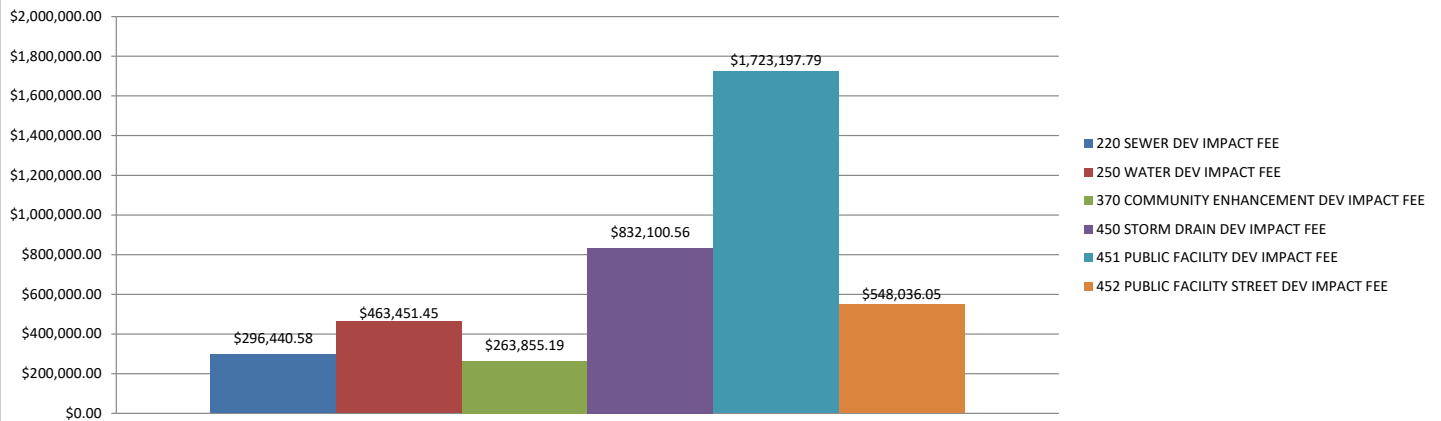
I hereby certify that the investment activity for this reporting period conforms with the Investment Policy adopted by the Hughson City Council, and the California Government Code Section 53601. I also certify that there are adequate funds available to meet the City of Hughson's budgeted and actual expenditures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

## Treasurer's Report - Charts and Graphs November 2022

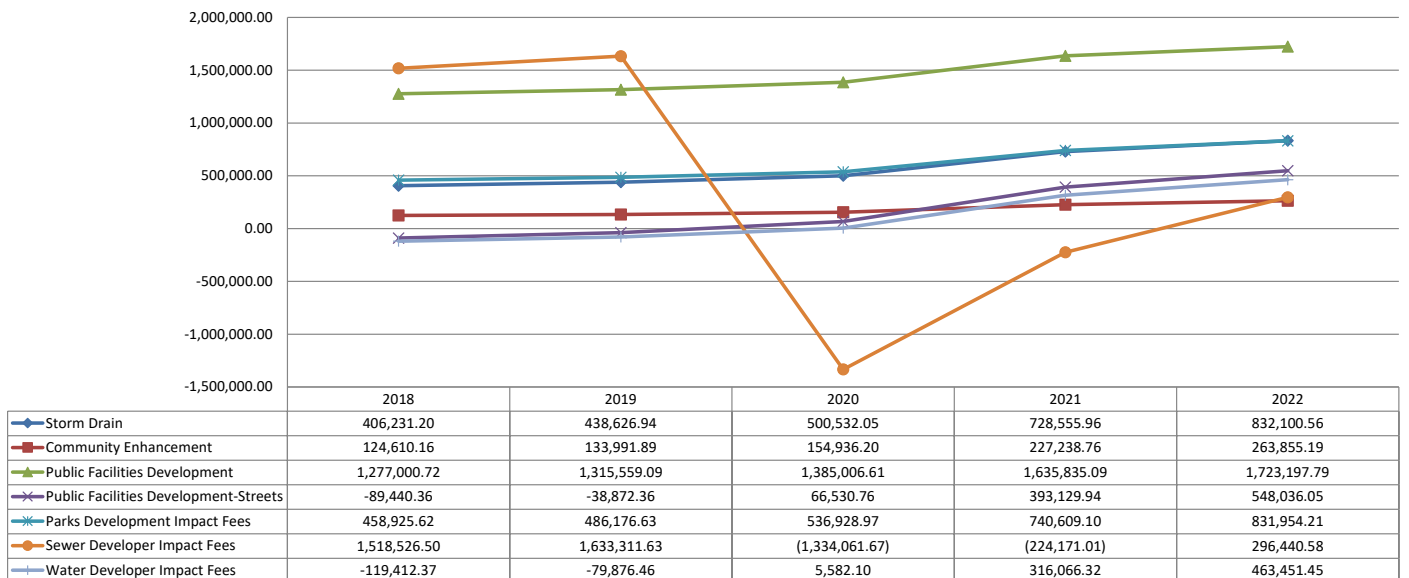
Percentage of Fund - November 2022



November 2022 Breakdown of Developer Impact Fees



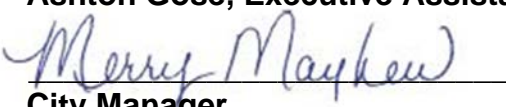
5 Year Trend for Developer Impact Fees for the Month of November





## CITY COUNCIL AGENDA ITEM NO. 3.7

### SECTION 3: CONSENT

**Meeting Date:** February 14, 2023  
**Subject:** Ratification of a Letter of Support for the United Samaritans Foundation's "Community Facilities" Grant Application  
**Enclosure:** Letter of Support  
**Presented By:** Ashton Gose, Executive Assistant/City Clerk  
**Approved By:**   
City Manager

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#### Staff Recommendation:

Ratify the Letter of Support for the United Samaritans Foundation's "Community Facilities" Grant Application.

#### Background and Overview:

The United Samaritans Foundation (USF), a longtime City partner, operates its flagship program "Daily Bread Lunch Truck Program", which is a unique program in Stanislaus County. In Hughson, the Truck serves about 78 seniors over the age of 62. During its 28 years of operation, the Truck has served between 1,500 to 1,800 meals per day in Stanislaus County.

A "Community Facilities" Grant will allow USF to continue to serve high-need areas, including the City of Hughson, by replacing a mobile food service vehicle that has been in service for over 25 years and has broken down several times throughout the past year.

At the request of USF, City Manager Mayhew signed a letter of support on January 27, 2023, in order to meet the Grant application deadline, a date which landed prior to the next regularly scheduled City Council meeting.

At this time, staff is recommending ratification of the letter of support attached as Exhibit A.

#### Fiscal Impact:

There is no fiscal impact to the City of Hughson associated with this item.



Office of the City Manager  
7018 Pine Street, P.O. Box 9  
Hughson, CA 95326  
(209) 883-4054  
[www.hughson.org](http://www.hughson.org)



Merry Mayhew  
City Manager  
[mmayhew@hughson.org](mailto:mmayhew@hughson.org)

January 27, 2023

Sara Brookes  
Community Programs Specialist  
Fresno, Rural Development  
U.S. Department of Agriculture

RE: Support for the United Samaritans Foundation's "Community Facilities" Grant Application

Dear Ms. Brookes,

I am happy to express my support for the United Samaritans Foundation's (USF) application to the U.S. Department of Agriculture Rural Development "Community Facilities" grant program. This funding will allow USF to purchase a mobile food service vehicle to expand the reach of their integral food delivery programs to very low income, low income, and homeless individuals and families in the Central Valley. They are solely dedicated to eradicating daily hunger and basic human suffering in our community. We are proud to support and work with USF on a daily basis.

In Hughson, the United Samaritans Foundation operates its flagship program, "Daily Bread Lunch Truck Program", which is a unique program in Stanislaus County that uses 5 mobile food service vehicles to serve nutritious lunches at 57 designated stops, 5 days a week, 52 weeks a year in twelve communities. In Hughson, USF serves about 78 seniors over the age of 62. The "Daily Bread Lunch Truck Program" delivers the meals directly into the neighborhoods where the people in need reside. This program relies heavily upon volunteers to prepare and serve these meals every day. On Fridays, the trucks are loaded with as many extras (milk, juice, bread, eggs, yogurt, fresh produce, etc.) as available to ensure that individuals and families have nutritious foods to supplement their meals throughout the weekend.

During its 28 years of operations, the "Daily Bread Lunch Truck Program" has served between 1,500 to 1,800 meals per day, delivering approximately 33,000 meals per month to both housed (80 percent) and homeless (20 percent) individuals and families. The need exists and persists in isolated, rural, and lower income neighborhoods that have residents that cannot come into the bigger cities for help due to transportation, health or access deprived reasons. With the requested grant funds, USF will be able to continue to serve high-need areas by replacing a mobile food service vehicle that has been in service for over 25 years and has broken down several times throughout the past year. Unfortunately, when the vehicle breaks down it creates a situation in which the 15.4 percent of Hughson's population living in poverty (over 1,000 individuals) may not receive a hot meal daily until the vehicle is repaired and back in service. This is an untenable situation as this may be the only nutritious and hot meal some of our most vulnerable residents receive daily.

The City of Hughson is proud to support the United Samaritans Foundation's grant application which will allow them to make an even greater impact on our community on a daily basis.

Please reach out if you have any questions.

Sincerely,

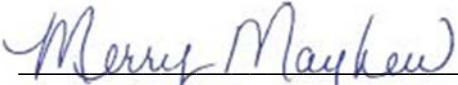
A handwritten signature in blue ink that reads "Merry Mayhew". The script is fluid and cursive, with the first name "Merry" and last name "Mayhew" clearly distinguishable.

Merry Mayhew  
City Manager  
City of Hughson



## **CITY COUNCIL AGENDA ITEM NO. 3.8**

### **SECTION 3: CONSENT CALENDAR**

**Meeting Date:** February 14, 2023  
**Subject:** Adopt Resolution No. 2023-10, Approving the First Amendment to the Professional Services Agreement with JSWWC Water & Wastewater Management for Consulting Services  
**Enclosures:** First Amendment to the 2021 Professional Services Agreement  
2021 Professional Services Agreement  
**Presented By:** Carla C. Jauregui, Community Development Director  
**Approved By:**   
City Manager

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#### **Staff Recommendations:**

1. Adopt Resolution No. 2023-10, approving the First Amendment to the Professional Services Agreement with JSWWC Water and Wastewater Management for consulting services at the Wastewater Treatment Plant and the public water system.
2. Authorize the City Manager to execute the First Amendment to the Professional Services Agreements with JSWWC Water and Wastewater Management, inclusive of any final edits by the City Attorney.

#### **Background and Discussion:**

The City of Hughson has used JSWWC Water and Wastewater Management (JSWWC) since 2014, as the Acting Grade 3 Wastewater Treatment Plant Chief Operator and as a Water Distribution Operator II and Water Treatment Operator II consultant on the City's Waste Water Treatment Plant (WWTP) and public water system. In addition, JSWWC provides emergency coverage in association with the City of Hughson water and wastewater certified personnel.

JSWCC will continue to provide consulting services and regulatory guidance to support the City's efforts to maintain compliance with the State of California's requirements. JSWCC's tasks for each fiscal year include one day a week onsite, well site checks and wastewater rounds in coordination with the City's Utility



Superintendent for troubleshooting purposes, review of the computer SCADA system, making changes in systems to ensure optimal operation, monthly, quarterly and annual report preparation and submittals including the EAR and Drought Report, sampling of water, training of City staff as needed, general oversight of the water and wastewater systems as the acting Chief Operator, and assistance with system issues, improvements, and or changes that benefit the water system operation.

**Fiscal Impact:**

The fiscal impact of consulting services for the water system and the WWTP is approximately \$80,000 annually. The Agreement will continue to be funded from the Water and WWTP funds and is included in the Fiscal Year 2022-2023 Budget. Funds will be budgeted annually for the consulting work at the Wastewater Treatment Plant and the public water system.

**FIRST AMENDMENT TO THE  
PROFESSIONAL SERVICE AGREEMENT  
(City of Hughson/JSWWC Water & Wastewater Management)**

**THIS FIRST AMENDMENT** to the PROFESSIONAL SERVICE AGREEMENT (“**Amendment**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the City of Hughson, a general law city organized under the laws of the state of California, (“**City**”) and JSWWC Water & Wastewater Management (“**Consultant**”, and with City, the “**Parties**”).

**WHEREAS**, the Parties previously entered into the Professional Services Agreement (“**Agreement**”) commencing July 1, 2021, whereby Consultant was to provide professional services to the City as a consultant relative to the City’s water distribution/treatment and the wastewater treatment plant; and

**WHEREAS**, Consultant has advised City its rates have increased; and

**WHEREAS**, the Parties desire to amend the Agreement to provide for Consultant’s new rates, and to otherwise modify the Agreement as provided in this Amendment.

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

1. The Approved Fee Schedule within Exhibit “A” is replaced with the following:

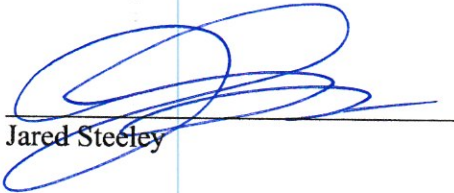
“The cost for operations is as follows:  
Scheduled hourly - \$95.00  
Overtime - \$140.00 (any time spent after 8 hours)  
Emergency - \$175.00 (Unscheduled Call-outs 2 hour minimum)”
2. All other terms and conditions of the Agreement shall remain in full force and effect.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, at Hughson, County of Stanislaus, California.

**\*\*\*AMENDMENT CONTINUES AND  
SIGNATURES APPEAR ON FOLLOWING PAGE\*\*\***

Stanislaus, California.

**"CONSULTANT":**

  
Jared Steeley

**"CITY":**

**CITY OF HUGHSON**

\_\_\_\_\_  
Merry Mayhew, City Manager

**APPROVED AS TO FORM**

\_\_\_\_\_  
Eric J. Nims, City Attorney

**ATTEST BY:**

\_\_\_\_\_  
Ashton Gose, City Clerk

**PROFESSIONAL SERVICE AGREEMENT**  
(City of Hughson/JSWWC Water & Wastewater Management)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Hughson, a California municipal corporation ("City") and JSWWC Water & Wastewater Management ("Consultant").

**RECITALS**

WHEREAS, the City has determined that it requires the professional services of a consultant for City of Hughson water and wastewater operations ("Project").

WHEREAS, the Consultant represents that it is fully qualified to perform such professional services for the Project by virtue of its experience and the training, education and expertise of its principals and employees.

WHEREAS, the Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**1. DEFINITIONS**

1.1. "Scope of Services" means the professional services as are generally set forth in Exhibit A.

1.2. "Approved Fee Schedule" means the compensation rates as are set forth in Exhibit A.

1.3. "Commencement Date" means July 1, 2021.

1.4. "Task Order" means written direction by the City to Consultant to perform a specific scope of work of the Project.

1.5. "Project" means the interim operation of the wastewater treatment facility and water distribution system.

1.6. "Expiration Date" means the date the Project evaluation is completed.

**2. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 15 ("Termination") below.

3. CONSULTANT'S SERVICES

3.1. Consultant shall perform the services identified in the Scope of Services and in any and all individual Task Orders specifying the fees and the services for each Task Order under this Agreement. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sums specified by each Task Order unless specifically approved in advance and in writing by City.

3.2. Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).

3.3. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Community Services Director, or his/her designee shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

4. COMPENSATION

4.1. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

4.2. Consultant shall submit to City an invoice for the services performed pursuant to this Agreement on a monthly basis. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

4.3. Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule.

5. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents, or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

6. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

7. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

8. INDEMNIFICATION

8.1. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

8.2. City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 8 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

8.3. The obligations of Consultant under this Section 8 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives any statutory immunity under such statutes or laws as to City, its officers, agents, employees, and volunteers.

8.4. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

8.5. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

## 9. INSURANCE

9.1. During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

9.1.1. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000), per occurrence and in the aggregate, including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

9.1.2. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

9.1.3. Worker's Compensation insurance as required by the laws of the State of California.

9.2. Consultant shall require each of its subcontractors to maintain insurance coverage that meets all the requirements of this Agreement.

9.3. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

9.4. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

9.5. At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City such certificate(s).

9.6. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

9.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents, and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of



cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

9.8. The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents, or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

9.9. All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents, or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

9.10. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

9.11. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 8 of this Agreement.

#### 10. MUTUAL COOPERATION

10.1. City shall provide Consultant with all pertinent data, documents, and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

10.2. In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

#### 11. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

#### 12. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

#### 13. OTHER BUSINESS ACTIVITIES

Consultant may continue to be engaged or employed in any other business, trade, profession, or other activity while providing services to the City.

#### 14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Hughson  
P.O. Box 9  
Hughson, CA 95326  
Telephone: (209) 883-4054  
Facsimile: (209) 883-2638

With courtesy copy to:

Daniel J. Schroeder, City Attorney  
Neumiller & Beardslee  
P.O. Box 20  
3121 W. March Lane, Suite 100  
Stockton, CA 95219  
Telephone: (209) 948-8200  
Facsimile: (209-) 948-4910

If to Consultant:

Jared Steele  
JSWWC Water & Wastewater Management  
PO Box 1063  
Denair, CA 95316

#### 15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 7, Section 8, Paragraph 10.2, and Section 11 of this Agreement shall survive the expiration or termination of this Agreement.

#### 16. TERMINATION

16.1. City shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice

to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials, or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

16.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

17. GENERAL PROVISIONS

17.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

17.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

17.3. Consultant agrees to comply with the regulations of City's "Conflict of Interest Code." Said Code is in accordance with the requirements of the Political Reform Act of 1974. Consultant covenants that it presently has no interest, and shall not have any interest, direct or interest, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Hughson Conflict of Interest Code, as that term is applied to consultants.

17.4. In accomplishing the scope of services of this Agreement, Consultant(s) may be performing a specialized or general service for the City, and there is a substantial likelihood that the consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, employees of the Consultant or the Consultant itself may be subject to a Category "1" disclosure of the City's Conflict of Interest Code. If in fact this applies to the Consultant a form 700 must be filed.

17.5. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be

substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

17.6. The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

17.7. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

17.8. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Stanislaus County, California.

17.9. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.10. This Agreement shall be governed and construed in accordance with the laws of the State of California.

17.11. If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Stanislaus, State of California. Consultant hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

17.12. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"

City of Hughson

By: Merry Mayhew  
Merry Mayhew, City Manager

Date: 7/13/21

"Consultant"

By: Jared Steele  
Jared Steele, JSWWC

Date: 07/09/2021

Attest:

By: Ashton Gose  
Ashton Gose, Deputy City Clerk

Date: 7/26/21

Approved as to form:

By: Daniel J. Schroeder  
Daniel J. Schroeder, City Attorney

Date: 7-26-21

EXHIBIT A  
SCOPE OF WORK  
AND  
APPROVED FEE SCHEDULE

JSWWC will perform the following:

- One day per week onsite (8 hours) includes all lab data review, operations and review, sample planning with operators, file review, data entry, onsite trouble shooting with ops staff, general water system management
- Quarterly Arsenic, Chlorine usage and 123-TCP sampling coordination and reporting to DDW
- Annual duties include the electronic Annual Report to the Drinking Water Program (22 pages), CCR assistance, Drought Report
- Well site checks/Wastewater rounds (as needed)
- Computer SCADA system review
- Water & Wastewater System changes as necessary for optimal operation
- Any safety and operational duties that are normally incurred in day to day system operations
- Monthly, quarterly, and annual report preparation and submittals including the EAR and Drought Report
- Sampling to be provided by JSWWC & City Operators with analyses by Cranmer CEI Lab
- Training of city personnel as needed
- General oversight of the water & wastewater system (with Jaime) as the acting Chief Operator
- Assistance with system issues, improvements and or changes that benefit the water system operation
- JSWWC will make changes necessary to the water/wastewater system when and if needed.
- ALL changes and water system adjustments will be discussed/adjusted by California State Certified Operators only.
- Assist with any and all adjustments as needed with the City of Hughson operators. Our goal is to not modify the current plan of operations unless there is a need to do so.
- Will operate the distribution system and wastewater facility to our best ability and if changes are necessary, the City of Hughson designated personnel will be made aware of the current state BEFORE a change is made unless it is in an emergency.
- All information will be given to the assigned system regulators as required under Title 22 for system operational changes. We will inform the County, State and Office of Emergency Services of the contact names and numbers. All required insurance liability coverages and workman's comp certificates can be provided upon request.

The cost for operations is as follows:

Scheduled hourly - \$65.00

Overtime - \$95.00 (any time spent after 8 hours)

Emergency - \$150.00 (Unscheduled Call-outs 2 hour minimum)

Laboratory samples to be invoiced separate of the monthly cost for operations oversight. Costs for lab samples are subject to change as changes in pricing may occur. Normal monthly samples for water and wastewater are as follows:

**Water**

Weekly bacteria samples - 2 per week \$23.00

Weekly Arsenic samples Well 8 - 2 per week \$18.00

Quarterly Arsenic Wells 3 & 4

Quarterly Nitrate - all wells \$18.00

Quarterly 123-TCP all wells \$185.00 per sample site

There are annual and triennial sampling that is required for this water system. New well #9 is not included as we do not know what is required yet.

Annual Samples – TTHM/HAA5 samples are due every June or July

Triennial - July 2021 is the triennial (3 year) sampling event that results in several samples having to be collected from all of the operating online wells.

**Wastewater**

Influent - Monthly BOD \$22.50 each (normally one per month)

Effluent - Weekly BOD \$22.50 each x 4 per month, TSS \$18.50 x 4 per month

Effluent- Ammonia as N \$33.00 x 1 per month, TDS \$18.50 x 1 per month, NasNo3 \$18.00 x 1 per month

Wastewater Chief Operator Licensing is charged at \$600 per month. This covers the State required licensing for the City of Hughson. This also includes monthly, quarterly and annual report prep with Jaime V. as well as signing each report prior to submission.



**CITY COUNCIL  
CITY OF HUGHSON  
RESOLUTION NO. 2023-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON  
APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES  
AGREEMENT WITH JSWWC WATER & WASTEWATER MANAGEMENT FOR  
CONSULTING SERVICES AT THE WASTEWATER TREATMENT PLANT AND THE  
PUBLIC WATER SYSTEM**

**WHEREAS**, the State of California requires a Grade 3 Wastewater Treatment Plant Chief Operator for the City's Wastewater Treatment Plant, and a certified Water Distribution Operator II and Water Treatment Operator II for the public water system; and

**WHEREAS**, the City of Hughson has determined that it requires the professional services of a consultant for operations at the Wastewater Treatment Plant and the public water system; and

**WHEREAS**, The City has used JSWWC Water and Wastewater Management (JSWWC) since 2014, as the Acting Grade 3 Wastewater Treatment Plant Chief Operator and as a Water Distribution Operator II and Water Treatment Operator II consultant on the City's Waste Water Treatment Plant and the public water system; and

**WHEREAS**, JSWCC will continue to provide consulting services and regulatory guidance to support the City's efforts to maintain compliance with the State of California's requirements as shown in the Scope of Work and Approved Fee Schedule attached as "Exhibit A'.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson does hereby approve the Professional Services Agreement with JSWWC Water & Wastewater Management for consulting services at the Wastewater Treatment Plant and the public water system and authorizes the City Manager to sign the agreement.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 14<sup>th</sup> day of February 2023 by the following roll call vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

»

»

**APPROVED:**

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**GEORGE CARR, Mayor**

**ATTEST:**

---

**ASHTON GOSE, City Clerk**