



HUGHSON CITY COUNCIL

AGENDA

**City of Hughson
REGULAR CITY COUNCIL MEETING
Hughson City Hall – 7018 Pine Street Hughson, California
MONDAY, JANUARY 22, 2024 – 6:00 P.M.**

How to participate in, or observe the Meeting:

- In person in the City Council Chambers and submit public comment when invited during the meeting.
- Observe only via YouTube live, by accessing this link:

https://www.youtube.com/channel/UC-PwkdIrKoMmOJDzBSodu6A?view_as=subscriber

If a technical issue arises with any streaming option, the City Council meeting will continue unless the meeting is being held pursuant to the provisions of Assembly Bill 2449.

- In addition, recorded City Council meetings are posted on the City's website the second business day following the meeting. Recorded videos can be accessed with the following link:

[Upcoming Meetings | Hughson CA](#)

**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.

CALL TO ORDER: Mayor George Carr

ROLL CALL: Mayor George Carr
Mayor Pro Tem Randy Crooker
Councilmember Samuel Rush
Councilmember Julie Ann Strain
Councilmember Alan McFadon

FLAG SALUTE: Mayor George Carr

INVOCATION: Hughson Ministerial Association

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

Please limit presentations to five minutes. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter. Pursuant to California Government Code Section 54954.2(a)(3), no action or discussion may be undertaken on any item not appearing on the posted agenda, except that the City Council, or its staff, may briefly respond to comments or questions from members of the public, provide a reference to staff or other resources for factual information, or direct staff to place the issue on a future agenda.

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 audience member, or 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 8, 2024.

3.2: Approve the Minutes of the Special Meeting of January 16, 2024.

3.3: Approve the Warrants Register.

3.4: Adopt Resolution No. 2024-03, Amending the City of Hughson's Legislative Program.

3.5: Government Tort Claim. Reject Claim of California Automobile Insurance Company and Send Written Rejection Notice.

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS:

- 6.1** Contract with NJA Architecture for Architectural Services Associated with Phase 1 of the Civic Center Architectural Design Project.

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

A brief report on notable attendance of a meeting, or conference, or other notable topics of City business shall be made. The Brown Act does not allow for discussion or action of items by the City Council during this time.

- 8.1:** Staff Reports and Comments:

City Manager:

City Clerk:

Director of Finance:

Community Development Director:

Police Services:

City Attorney:

- 8.2:** Council Comments:

- 8.3:** Mayor's Comments:

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

- 9.1:** PUBLIC EMPLOYMENT
Title: City Manager

- 9.2:** CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: Mayor George Carr, Thomas Terpstra, Jr., Deputy City Attorney
Unrepresented Employee: City Manager

10. ADJOURNMENT:

The next Special City Council meeting is scheduled for February 13, 2024, at 6:00 pm.

<u>AFFIDAVIT OF POSTING</u>	
Date: January 19, 2024	Time: 3:00PM
Name: Ashton Gose	Title: City Clerk

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 by 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: Please contact the City Clerk at (209) 883-4054.

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.

UPCOMING EVENTS:

January 22	▪ Economic Development Committee Meeting, City Hall, 4:30PM
January 22	▪ City Council Meeting, City Council Chambers or YouTube Live Stream, 6:00PM
February 7	▪ City/Fire 2+2 Committee Meeting, Hughson Fire District Office, 5:30PM
February 12	▪ Lincoln's Birthday – City Hall Closed
February 13	▪ Special City Council Meeting, City Council Chambers or YouTube Live Stream, 6:00PM
February 14	▪ <i>Special</i> Parks, Recreation and Entertainment Commission Meeting, City Council Chambers, 6:00PM
February 15	▪ Mayor George Carr's State of the City of Hughson Address, Samaritan Village, 6:00PM
February 20	▪ Planning Commission Meeting, City Council Chambers, 6:00PM
February 21	▪ Hughson has Heart Planning Meeting, City Council Chambers, 6:00PM



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

Meeting Date: January 22, 2024
Subject: Approval of the City Council Minutes
Presented By: Ashton Gose, Executive Assistant/City Clerk
Approved By: Merry Mayhew
City Manager

Staff Recommendation:

Approve the Minutes of the regular Meeting of January 8, 2024.

Background and Overview:

The draft minutes of the January 8, 2024 meeting are prepared for the Council's review.



HUGHSON CITY COUNCIL

MINUTES

**City of Hughson
CITY COUNCIL MEETING
Hughson City Hall – 7018 Pine Street
Hughson, California
MONDAY, JANUARY 8, 2024 – 6:00 P.M.**

CALL TO ORDER: Mayor George Carr

ROLL CALL:

Present: Mayor George Carr
Mayor Pro Tem Randy Crooker
Councilmember Julie Ann Strain
Councilmember Alan McFadon
Councilmember Samuel Rush

Staff Present: Merry Mayhew, City Manager
Ashton Gose, City Clerk
Andy Pinasco, City Attorney
Tom Terpstra, Deputy City Attorney
Carla Jauregui, Community Development Director
Jose Vasquez, Public Works Superintendent
Kim Weimer, Director of Finance and Admin Services
Sarah Chavarin, Accounting Manager
Sanjay Prasad, Sheriff's Deputy

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

A member of the public expressed concerns regarding the City of Hughson Use Permit process. A copy of the correspondence provided to the City

Council is attached to be kept on file as part of the official record of this City Council meeting.

2. PRESENTATIONS: NONE.

3. CONSENT CALENDAR:

3.1: Approve the Minutes of the Regular Meeting of December 11, 2023.

3.2: Approve the Warrants Register.

3.3 Waive the Second Reading and Adopt Ordinance No. 2023-05, Authorizing the Amendment of Authorized Services and the Levy of a Special Tax Lien.

3.4: Approve the 2024 City Council Appointments to Boards and Committees.

CARR/CROOKER 5-0-0-0 motion passes to approve the Consent Calendar, as presented, with the following roll call vote:

CROOKER	RUSH	STRAIN	McFADON	CARR
AYE	AYE	AYE	AYE	AYE

4. UNFINISHED BUSINESS:

4.1: Approval of a Contract with MHK Construction for the Installation of a Sewer Lateral at Lebright Fields, and Authorization for the City Manager to Execute the Contract.

Superintendent Vasquez presented the staff report on this item.

Mayor Carr opened public comment at 6:10 PM. There was no public comment. Mayor Carr closed public comment at 6:10 PM.

STRAIN/CROOKER 5-0-0-0 motion passes to approve a contract with MHK Construction for the installation of a sewer lateral at Lebright Fields for \$39,998 with a 10% contingency and authorize the City Manager to execute the contract inclusive of any final edits by the City Attorney, with the following roll call vote:

CROOKER	RUSH	STRAIN	McFADON	CARR
AYE	AYE	AYE	AYE	AYE

5. PUBLIC HEARING: NONE.**6. NEW BUSINESS:**

- 6.1:** Adoption of Resolution No. 2024-01, Ratifying the Execution of the Professional Services Agreement with Quality Service Inc., for Water and Wastewater Consulting Services.

Director Jauregui presented the staff report on this item.

Mayor Carr opened public comment at 6:18 PM. There was no public comment. Mayor Carr closed public comment at 6:19 PM.

CARR/CROOKER 5-0-0-0 motion passes to adopt Resolution No. 2024-01, Ratifying the Execution of the Professional Services Agreement with Quality Service Inc., for Water and Wastewater Consulting Services, with the following roll call vote:

CROOKER	RUSH	STRAIN	McFADON	CARR
AYE	AYE	AYE	AYE	AYE

- 6.2:** Adoption of Resolution No. 2024-02, Censuring Council Member Samuel Rush for violation of the Council Code of Conduct for Elected Officials and failure to adhere to internal relations as specified in the City of Hughson Municipal Code.

Mayor Carr presented this item.

Mayor Carr opened public comment at 6:26 PM. There was no public comment. Mayor Carr closed public comment at 6:26 PM.

CARR/McFADON 4-1-0-0 motion passes to adopt Resolution No. 2024-02, Censuring Council Member Samuel Rush for violation of the Council Code of Conduct for Elected Officials and failure to adhere to internal relations as specified in the City of Hughson Municipal Code, with the following roll call vote:

CROOKER	RUSH	STRAIN	McFADON	CARR
AYE	NO	AYE	AYE	AYE

7. CORRESPONDENCE: NONE.

8. COMMENTS:**8.1: Staff Reports and/or Comments:****City Manager:**

City Manager Mayhew informed the City Council that a concession and restroom building was being delivered to Lebright Fields.

City Clerk:

City Clerk Gose informed the City Council that there is a Hughson has Heart planning meeting on January 17, 2024.

Director of Finance:

Director Weimer informed the City Council that a new Request for Proposal was posted to the city website.

Chief of Police:

Deputy Prasad provided the City Council with the latest Crime Statistic Report.

8.2: Council Member Comments:

Councilmember McFadon attended a StanCOG Policy Board meeting and a League of California Cities Executive Committee meeting.

Councilmember Strain participated in several Operation Santa Routes.

Mayor Pro Tem Crooker thanked staff for their continued hard work.

8.3 Mayor's Comments:

Mayor Carr thanked staff for their continued hard work. He provided a reminder regarding the 2024 Ag Boosters Dinner, and Hughson has Heart event.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

**9.1: Public Employment
Title: City Manager**

No reportable action.

10. ADJOURNMENT:

STRAIN/CROOKER 5-0-0-0 motion passes to adjourn the January 8, 2024 regular meeting at 7:03 PM, with the following roll call vote:

CROOKER	RUSH	STRAIN	McFADON	CARR
AYE	AYE	AYE	AYE	AYE



P.O. BOX 1017 Hughson, CA 95326

Ph. NO. (209)883-4345

License NO. 905503 DBE # 49472

SB-PW# 2035821 DIR# 1000878534

January 8, 2024

City of Hughson
7018 Pine Street (office)
PO Box 9 (mailing)
Hughson, CA 95326
(209) 883-4054

Project:

Title: **United Pavement Office / Maintenance Facility.**

Owner: Rodolfo Ruvalcaba and Mabel Ruvalcaba

Jobsite: Tully Rd., Hughson, CA_

Assessor's Parcel: Bk 018, Pg 049, Parcel 080

Jurisdiction: _City of Hughson, #USE22-0106 / BLDC23-1290

ADG's Project No. 22028

Attn; Merry Mayhew, mmayhew@hughson.org

This letter is to address / clarify / confirm a request by the owner for your **assistance** with the development of the above project. Please note the following:

1. The above project was submitted on 10/31/22 for Use Permit and appropriate City fees were paid / addressed. Please note that we had been informed that this process would be a 4 month procedure, and at present it is approaching 14 months, and no schedule for any Planning Commission meeting has been conveyed. Please review and any assistance would be highly appreciated.

2. The above project was submitted on 10/09/23 for construction permit and appropriate City fees were paid / addressed. Please note that we have requested a status update of the requested construction permit several times and have not been informed until Fabian Ramos' 12/12/23 email directly below; which appears to note that no action has taken place to address the submitted application for a construction permit. It appears that the City has delayed this project over 2 months; which is unacceptable. Please address a.s.a.p. and please no more delays.

From: Fabian Ramos [mailto:framos@hughson.org]

Sent: Tuesday, December 12, 2023 1:19 PM

To: Advanced Design Group, Inc. <adgi@att.net>; rudy@asphaltpavingpros.net

Cc: Hughson Building <HughsonBuilding@hughson.org>; Carla Jauregui <CJauregui@hughson.org>; Mark Niskanen <mark@jbandersonplanning.com>; Rob Marler <rob@mceng.com>

Subject: RE: United Pavement Office / Maintenance Facility / #USE22-0106 / BLDC231290

Elwyn,

Your request for an update to this permit was received and there is no update available at this time, as the project is still in plan check. Please keep in mind in September you were informed that the application for a building permit would be a premature submittal as the entitlement process has yet to be completed. There **will not** be a permit issued prior to entitlements.

To ensure collaboration with all departments, I ask you also include Mark and Rob in all your correspondence with the City. I have copied them in this email above.

Fabian Ramos

Community Development Specialist

Tel: 209.883.4054

Fax: 209.883.2638

Thank you. Please keep us informed at all times and contact us if you have any concerns / questions.

Sincerely,

Elwyn V. Heinen, P.E., General Manager

Advanced Design Group, Inc., 1128 6th Street, Modesto, CA 95354

209 577 3108, adgi@att.net

Cc: Mr. Rodolfo Ruvalcaba, C209 380 4137, rudy@asphaltpavingpros.net

George Carr, gcarr@hughson.org

Randy Crooker, rcrooker@hughson.org

Samuel Rush, strush@hughson.org

Julie Ann Strain, jstrain@hughson.org



CITY COUNCIL AGENDA ITEM NO. 3.2 SECTION 3: CONSENT CALENDAR

Meeting Date: January 22, 2024
Subject: Approval of the City Council Minutes
Presented By: Ashton Gose, Executive Assistant/City Clerk
Approved By: Merry Mayhew
City Manager

Staff Recommendation:

Approve the Minutes of the special Meeting of January 16, 2024.

Background and Overview:

The draft minutes of the January 16, 2024 meeting are prepared for the Council's review.



HUGHSON CITY COUNCIL

MINUTES

City of Hughson
SPECIAL CITY COUNCIL MEETING
USF Community Center - 2413 3rd Street
Hughson, California
TUESDAY, JANUARY 16, 2024 – 1:17 P.M.

CALL TO ORDER: Mayor George Carr

ROLL CALL:

Present: Mayor George Carr
Mayor Pro Tem Randy Crooker
Councilmember Julie Ann Strain
Councilmember Alan McFadon
Councilmember Samuel Rush

Staff Present: Merry Mayhew, City Manager
Andy Pinasco, City Attorney

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

NONE.

2. **CLOSED SESSION:**

2.1: Public Employment
Title: City Manager

No reportable action.

3. ADJOURNMENT:

McFADON/RUSH 5-0-0-0 motion passes to adjourn the January 16, 2024 special meeting at 3:48 PM, with the following roll call vote:

CROOKER	RUSH	STRAIN	McFADON	CARR
AYE	AYE	AYE	AYE	AYE

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: January 22, 2024
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Kim Weimer, Director of Finance
Approved By: Merry Mayhew
City Manager

Staff Recommendation:

Approve the Warrants Register as presented.

Background and Overview:

The warrants register presented to the City Council is a listing of all expenditures paid from January 3, 2024, through January 16, 2024.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

Check Report

By Check Number

Date Range: 01/03/2024 - 01/16/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Payable Bank-Payable Bank						
01932	Donald A. Bigelow	01/09/2024	Regular	0.00	765.00	57565
INV0010454	Invoice	01/08/2024	CPR Training	0.00	765.00	
00744	MAIN STREET DELI & BAKERY	01/09/2024	Regular	0.00	110.00	57566
INV0010453	Invoice	01/08/2024	Food for CPR Training (Lunch)	0.00	110.00	
01257	1ST SECURITY & SOUND INC	01/11/2024	Regular	0.00	149.85	57568
0231763	Invoice	01/05/2024	MONITORING	0.00	149.85	
00016	ABS PRESORT	01/11/2024	Regular	0.00	1,755.69	57569
134152	Invoice	01/03/2024	BILL PRINTING- December	0.00	1,755.69	
01603	Amazon Capital Services, Inc.	01/11/2024	Regular	0.00	12,952.52	57570
13LJ-R9L9-J4WK	Invoice	01/08/2024	water fill stations	0.00	2,807.43	
16GX-YLGD-3QX1	Invoice	01/08/2024	recycle bins	0.00	1,685.86	
17RL-PMFF-3YJV	Invoice	01/08/2024	rain gear	0.00	460.77	
19H9-937D-LGMY	Invoice	01/08/2024	Office Supplies	0.00	43.10	
1NLM-DL93-GFMT	Invoice	01/08/2024	rain gear	0.00	137.84	
1NMC-1P74-6NLV	Invoice	01/03/2024	SafePace Evolution 11 Radar Feedback Sig...	0.00	7,011.88	
1PR9-RHF4-16G1	Invoice	01/08/2024	concrete cutter blade	0.00	631.37	
1WQ7-VR7Y-JLVM	Invoice	01/08/2024	christmas tree star	0.00	43.04	
1XW1-YPTJ-CG1Q	Invoice	01/08/2024	sams work shoes	0.00	114.42	
1YK9-CNDY-74GY	Invoice	01/08/2024	switch for emr. lights	0.00	16.81	
00104	AYERA TECHNOLOGIES INC.	01/11/2024	Regular	0.00	168.00	57571
518866	Invoice	01/08/2024	Service (Blanket)	0.00	84.00	
527458	Invoice	01/08/2024	Service (Blanket)	0.00	84.00	
00105	AZEVEDO'S AUTO SERVICE	01/11/2024	Regular	0.00	925.87	57572
24413	Invoice	01/08/2024	smog services	0.00	237.47	
24483	Invoice	01/08/2024	smog services	0.00	49.75	
24485	Invoice	01/08/2024	smog services	0.00	49.75	
24486	Invoice	01/08/2024	smog services	0.00	49.75	
24493	Invoice	01/08/2024	smog services	0.00	49.75	
24523	Invoice	01/08/2024	smog services	0.00	489.40	
01863	BATTERIES PLUS BULBS	01/11/2024	Regular	0.00	156.36	57573
P61606264	Invoice	01/08/2024	battery WWTP	0.00	156.36	
01817	Black Castle Construction	01/11/2024	Regular	0.00	5,530.00	57574
INV-0740	Invoice	01/08/2024	november church toilet rental	0.00	5,530.00	
00210	California Building Standards Commission	01/11/2024	Regular	0.00	174.15	57575
INV0010439	Invoice	01/02/2024	Green Building Fees 4th QTR 2023	0.00	174.15	
00258	CENTRAL SANITARY SUPPLY	01/11/2024	Regular	0.00	547.03	57576
8460500	Invoice	01/08/2024	cleaning supplies (WWTP)	0.00	547.03	
01538	Colonial Life	01/11/2024	Regular	0.00	484.42	57577
5405907-1201629	Invoice	12/19/2023	Colonial Life	0.00	484.42	
00332	CONDOR EARTH TECHNOLOGIES	01/11/2024	Regular	0.00	2,232.99	57578
89684	Invoice	01/03/2024	FY22-24 MS4 Storm Water Support	0.00	2,232.99	
01570	CSG Consultants	01/11/2024	Regular	0.00	7,882.81	57579
53655	Invoice	10/18/2023	Professional Services from Aug. 26- Sept. ...	0.00	3,663.00	
54330	Invoice	12/08/2023	Professional Services through Oct 28- Nov ...	0.00	1,633.50	

Check Report

Date Range: 01/03/2024 - 01/16/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
B232072	Invoice	12/01/2023	Building Plan Review Services	0.00	2,586.31	
00406	Department of Conservation	01/11/2024	Regular	0.00	599.74	57580
INV0010438	Invoice	01/02/2024	SMIP Fees Collected 4th QTR 2023	0.00	599.74	
01931	Elizabeth Alvarez	01/11/2024	Regular	0.00	500.00	57581
INV0010435	Invoice	01/03/2024	Damage Deposit - Alvarez	0.00	500.00	
00464	EZ NETWORK SYSTEMS, INC.	01/11/2024	Regular	0.00	11,318.28	57582
43301.	Invoice	11/16/2023	IT SERVICES	0.00	7,218.33	
43302.	Invoice	11/16/2023	IT SERVICES	0.00	2,922.00	
43442	Invoice	12/29/2023	IT SERVICES	0.00	1,177.95	
00522	GEOANALYTICAL LABORATORIE	01/11/2024	Regular	0.00	1,614.00	57583
J3L0508	Invoice	01/08/2024	Blanket PO geoanalytical	0.00	653.00	
J3L1209	Invoice	01/08/2024	Blanket PO geoanalytical	0.00	167.00	
J3L1308	Invoice	01/08/2024	Blanket PO geoanalytical	0.00	237.00	
J3L1909	Invoice	01/08/2024	Blanket PO geoanalytical	0.00	212.00	
J3L1910	Invoice	01/08/2024	Blanket PO geoanalytical	0.00	65.00	
J3L2616	Invoice	01/08/2024	Blanket PO geoanalytical	0.00	215.00	
J3L2617	Invoice	01/08/2024	Blanket PO geoanalytical	0.00	65.00	
00528	GILTON SOLID WASTE MANAGE	01/11/2024	Regular	0.00	1,895.07	57584
HUGHSS-089	Invoice	01/03/2024	STREET SWEEPING - DECEMBER	0.00	1,895.07	
00546	GRANITE TELECOMMUNICATION	01/11/2024	Regular	0.00	1,455.92	57585
631265739	Invoice	01/05/2024	PHONES	0.00	1,455.92	
00914	Harbans Singh ET AL	01/11/2024	Regular	0.00	289.42	57586
1016132	Invoice	01/08/2024	diesel (blanket PO)	0.00	289.42	
01933	HORNE LLP	01/11/2024	Regular	0.00	853.43	57587
5001	Invoice	01/09/2024	Inv 5001 - Returned LIWAP payment	0.00	853.43	
01398	Jose Vasquez	01/11/2024	Regular	0.00	195.00	57588
INV0010432	Invoice	01/03/2024	Pesticide Course	0.00	195.00	
00682	KAISER FOUNDATION HEALTH	01/11/2024	Regular	0.00	6,720.35	57589
691534645216	Invoice	02/01/2024	MEDICAL SERVICES- FEBRUARY	0.00	6,720.35	
01930	Leeroy Garcia	01/11/2024	Regular	0.00	225.00	57590
INV0010433	Invoice	01/03/2024	Water Distribution Course	0.00	225.00	
00755	MCR ENGINEERING, INC	01/11/2024	Regular	0.00	40,264.11	57591
19111	Invoice	12/18/2023	Well 7 Site Improvements	0.00	9,720.00	
19115	Invoice	12/18/2023	Servics Preformed Through 11/30/23	0.00	30,544.11	
00762	MHK CONSTRUCTION	01/11/2024	Regular	0.00	3,974.00	57592
4312	Invoice	01/05/2024	Hughson Ave ADA Improvements (Final PO...	0.00	3,974.00	
00824	NEUMILLER & BEARDSLEE	01/11/2024	Regular	0.00	13,579.56	57593
345649	Invoice	01/03/2024	LEGAL SERVICES	0.00	1,600.00	
345650	Invoice	01/03/2024	Personnel Matters	0.00	3,475.00	
345655	Invoice	11/29/2023	General Admin	0.00	8,504.56	
00837	NORTHSTAR CHEMICAL	01/11/2024	Regular	0.00	10,432.55	57594
268060	Invoice	01/08/2024	Chemical (Blanket)	0.00	3,209.35	
268060-2	Invoice	01/08/2024	Blanket PO chemicals for water	0.00	7,223.20	
00855	OPERATING ENGINEERS LOCAL	01/11/2024	Regular	0.00	385.00	57595
1/2024-1	Invoice	01/05/2024	LOCAL UNION DUES #3	0.00	385.00	
01884	PACIFIC STORAGE COMPANY	01/11/2024	Regular	0.00	66.48	57596
2215939	Invoice	12/31/2023	RECORDS STORAGE	0.00	66.48	
00879	PG & E	01/11/2024	Regular	0.00	1,391.06	57597

Check Report

Date Range: 01/03/2024 - 01/16/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0010434	Invoice	01/03/2024	UTILITIES	0.00	1,391.06	
00884	PITNEY BOWES	01/11/2024	Regular	0.00	557.57	57598
INV0010442	Invoice	01/08/2024	POSTAGE	0.00	557.57	
00906	PROVOST & PRITCHARD CONSU	01/11/2024	Regular	0.00	3,654.80	57599
104419	Invoice	10/17/2023	Professional Services for Sept 2023	0.00	2,757.00	
105302	Invoice	11/20/2023	Professional Services for October 2023	0.00	897.80	
00972	SAFE-T-LITE	01/11/2024	Regular	0.00	168.35	57600
395156	Invoice	01/08/2024	flares and rain boots	0.00	168.35	
00975	SAMARITAN VILLAGE	01/11/2024	Regular	0.00	1,432.29	57601
Hughson1213	Invoice	01/03/2024	2023 State of the City	0.00	1,432.29	
01000	SEEGER'S	01/11/2024	Regular	0.00	166.13	57602
0142774-IN	Invoice	01/05/2024	OFFICE SUPPLIES	0.00	166.13	
01360	SHORELINE ENVIRONMENTAL ENGINEERING	01/11/2024	Regular	0.00	2,475.00	57603
969	Invoice	01/05/2024	GAC plan and specification review	0.00	2,475.00	
01599	SMILE BUSINESS PRODUCTS, INC	01/11/2024	Regular	0.00	92.20	57604
1167550	Invoice	01/03/2024	COPIES	0.00	92.20	
01033	STANISLAUS COUNTY	01/11/2024	Regular	0.00	11,297.25	57605
R23-566032	Invoice	01/08/2024	1ST QTR PAYMENT - PID P219159	0.00	11,297.25	
01040	STANISLAUS COUNTY SHERIFF	01/11/2024	Regular	0.00	145,532.65	57606
2324-20	Invoice	01/09/2024	Law Enforcement Services - November 20...	0.00	145,532.65	
01434	State of California Department of Justice	01/11/2024	Regular	0.00	64.00	57607
700579	Invoice	01/03/2024	FINGERPRINT APPS	0.00	64.00	
01066	STATE WATER RESOURCES CONTROL BOARD	01/11/2024	Regular	0.00	2,000.27	57608
INV0010441	Invoice	01/08/2024	Project Number 5010008-011C	0.00	2,000.27	
01093	SYNAGRO WEST, LLC	01/11/2024	Regular	0.00	9,338.48	57609
43919	Invoice	01/08/2024	sludge removal 12/1/23	0.00	9,338.48	
01709	The Lincoln National Life Insurance Company	01/11/2024	Regular	0.00	844.24	57610
4628677833	Invoice	12/01/2023	Life Insurance	0.00	422.12	
4640505452	Invoice	01/01/2024	Life Insurance	0.00	422.12	
01820	Thompson Woolley Builders, Inc	01/11/2024	Regular	0.00	11,094.99	57611
CM0000160	Credit Memo	04/12/2023	roof replacement for sewer pump at hatch...	0.00	-0.01	
I-23-737	Invoice	01/05/2024	Playground cover at Euclid subdivision	0.00	11,095.00	
01149	TURLOCK IRRIGATION DIST.	01/11/2024	Regular	0.00	24,737.09	57612
INV0010479	Invoice	01/09/2024	ELECTRIC	0.00	24,737.09	
00005	United Site Services of California, Inc.	01/11/2024	Regular	0.00	80.78	57613
114-13751101	Invoice	01/03/2024	Fence Rental	0.00	80.78	
01264	VERIZON WIRELESS	01/11/2024	Regular	0.00	380.10	57614
9952591035	Invoice	01/03/2024	MIFI DEVICES/ CAMERAS	0.00	152.04	
9952591036	Invoice	01/03/2024	MIFI DEVICES/ CAMERAS	0.00	228.06	
01192	VISION SERVICE PLAN	01/11/2024	Regular	0.00	505.12	57615
819476507	Invoice	01/01/2024	MEDICAL INSURANCE WITHHELD- January	0.00	505.12	
01206	WARDEN'S OFFICE	01/11/2024	Regular	0.00	1,056.63	57616
2107577-0	Invoice	01/05/2024	MISC OFFICE SUPPLIES	0.00	586.43	
2107579-0	Invoice	12/15/2023	MISC OFFICE SUPPLIES	0.00	361.06	
2107730-0	Invoice	01/05/2024	MISC OFFICE SUPPLIES	0.00	38.36	
2108397-0	Invoice	01/04/2024	MISC OFFICE SUPPLIES	0.00	159.19	

Check Report

Date Range: 01/03/2024 - 01/16/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
C2107579	Credit Memo	01/05/2024	MISC OFFICE SUPPLIES	0.00	-88.41	
01220	WESTURF INC.	01/11/2024	Regular	0.00	309.66	57617
00010000092307	Invoice	01/08/2024	xmark spacers	0.00	102.34	
00010000092402	Invoice	01/08/2024	xmark parts	0.00	207.32	
01249	WORLD OIL ENVIRONMENTAL SERVICES	01/11/2024	Regular	0.00	100.00	57618
I500-01004478	Invoice	01/08/2024	oil recycling	0.00	100.00	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	01/11/2024	Regular	0.00	40.12	57619
INV0010419	Invoice	01/03/2024	INCOME WITHHOLDING FOR CHILD SUPP...	0.00	40.12	

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	92	54	0.00	345,521.38
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
	92	54	0.00	345,521.38

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	92	54	0.00	345,521.38
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
	92	54	0.00	345,521.38

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	1/2024	345,521.38
			345,521.38



Hughson

Refund Check Register

Refund Check Detail

UBPKT03453 - 11-1060-001

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
11-1060-001	FERNANDEZ, AUDELIA	1/10/2024	57567	1,400.00			1400.00	Deposit
Total Refunds: 1		Total Refunded Amount:		1,400.00				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	1400.00
Revenue Total:	1400.00

General Ledger Distribution

Posting Date: 01/10/2024

	Account Number	Account Name	Posting Amount	IFT
Fund: 510 - WATER/SEWER DEPOSIT				
	510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	-1,400.00	Yes
	510-11040	CUSTOMER CREDITS	1,400.00	
	510 Total:		0.00	
Fund: 999 - POOLED CASH/CONSOLIDATED CASH				
	999-10010	CASH IN BANK-MONEY MARKET	-1,400.00	
	999-20000	DUE TO OTHER FUNDS (POOLED CASH)	1,400.00	Yes
	999 Total:		0.00	
Distribution Total:			0.00	



CITY COUNCIL AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: January 22, 2024
Subject: Approval to Adopt Resolution No. 2024-03, Amending the City of Hughson's Legislative Program
Enclosure: Proposed City of Hughson Legislative Program-2024
Presented By: Merry Mayhew, City Manager
Approved By: Merry Mayhew
City Manager

Staff Recommendation:

Adopt Resolution No. 2024-03, amending the City of Hughson's Legislative Program.

Background:

On January 10, 2022, the Hughson City Council adopted the latest version of the Hughson Legislative Program. The City Council discussed the Program that contained General Principles (Home Rule, Annexation, Rights of Way and Unfunded Mandates) and focused on the following policy areas: Environmental/Utilities and Public Works/Transportation/Telecommunications.

A legislative program is a tool that the City Council and staff can utilize to support the City of Hughson's adopted Goals and Objectives. Through its development, the City can identify issues and priorities that may be addressed through legislative advocacy while doing it in a way that is cost-effective and efficiently utilizes City resources. To ensure its alignment with the Goals and Objectives and other City Council priorities, the legislative program can be re-evaluated throughout the year and adjusted, as necessary. City staff intends to bring the Legislative Program back to the City Council annually near the beginning of the calendar year specifically to coincide with the approval of the League of California Cities annual action agenda.

Adoption of a legislative program enables the City Council and staff to react to most legislative issues as they arise throughout the year promptly. The document can also be provided to State and Federal representatives so they are made aware of the issues that are important to Hughson and can advocate for those issues on the City's behalf.

Discussion:

Historically, the City of Hughson has conducted legislative advocacy through its work by designated members of the City Council with the League of California Cities (LOCC). Due to limited staffing resources, this model has served the City of Hughson well. Occasionally, the City of Hughson is asked to consider taking positions of support or opposition on Federal and State Legislation, and such requests are handled on a case-by-case basis by the Hughson City Council through its regular or special meetings; however, at times letters of support or opposition are requested urgently through LOCC. With an approved Legislative Program, the City Manager or the Mayor could handle these emergency items immediately without causing the delay of taking the position to the City Council. Matters not brought forward will be shared with the City Council in a regular meeting. This approach will ensure that staffing resources are utilized wisely to only conduct related work and analysis on those legislative matters consistent with the adopted Hughson Legislative Program.

The proposed 2024 City of Hughson's Legislative Program (attached) is consistent with that considered by the City Council in January 2022 and includes the 2024 League of California Cities positions on current legislation.

Fiscal Impact:

Implementation of the City of Hughson's Legislative Program will occur through existing staff and budgeted allocations. Fiscal impacts that may arise will be incorporated into the City's annual budget process.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2024-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
THE HUGHSON AMENDED LEGISLATIVE PROGRAM**

WHEREAS, a Legislative Program is a tool that the City Council and staff can utilize to support the goals and objectives of the City; and

WHEREAS, the development of a Legislative Program provides the opportunity to identify issues and priorities that may be addressed through legislative advocacy; and

WHEREAS, adoption of a Legislative Program enables the City Council and staff to react quickly to most legislative issues as they arise, and the document can be provided to State and Federal representatives, so they are made aware of the issues that are important to Hughson; and

WHEREAS, legislative issues received by the City of Hughson will be discussed by the Mayor and City Manager and determined whether appropriate for formal City Council consideration and action; and

WHEREAS, the City Council authorizes the Mayor, or designee, to sign letters on behalf of the City Council on proposed legislation based on the adopted Hughson Legislative Program and analysis provided by City staff; and

WHEREAS, the Mayor has the authority on behalf of the City Council to respond to legislative items consistent with the adopted Hughson Legislative Program and considered urgent which is defined as requiring a response prior to the next available City Council meeting; and

WHEREAS, the City Manager will be directed to report on such legislative activity on an as-needed basis.

NOW, THEREFORE BE IT RESOLVED that the following items are approved and adopted by the City Council of the City of Hughson:

1. The City Council approves and adopts the Hughson Legislative Program.
2. The City Council authorizes the Mayor and the City Manager to review legislative matters received by the City and to determine whether such items should be considered by the City Council.
3. The City Council authorizes the Mayor, or the City Manager, to sign letters on behalf of the City Council on proposed legislation consistent with the adopted Hughson Legislative Program.
4. The City Council authorizes the Mayor, or the City Manager, to respond to urgent legislative items on behalf of the City Council provided the legislative items are consistent with the adopted Hughson Legislative Program.

5. The City Manager is directed to report to the City Council on such legislative activity on an as-needed basis.

PASSED AND ADOPTED by the City Council of the City of Hughson at a regular meeting held on the 22nd day of January 2024 by the following roll call vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, City Clerk



City of Hughson Legislative Program 2024 DRAFT

General Principles

Home Rule

We support self-governance by locally elected officials as provided for in the State's Constitution. Specifically, we feel local governments should control their rights of way, have condemnation authority, be immune from tort liability, and be free to voluntarily cooperate with other public and private entities, as well as the State government, to ensure the best level of service for our citizens. We do not support actions at the state level that erode representative democracy or local self-determination.

Annexation

The ability of the City of Hughson to promote and plan for growth is inherent to the ultimate success of our community and Stanislaus County. We support the ability of cities to use their annexation powers as they are currently established in state statute. We oppose any change that limits the authority of cities to grow through annexation.

Rights-of-Way

We oppose any legislation that would restrict the ability of cities to control public property and rights-of-way or the ability of cities to franchise those entities that use the rights-of-way including the implementation of statewide franchises.

Unfunded Mandates

We oppose unfunded mandates. If the state or federal governments seek to promote policy objectives, an appropriate level of funding should accompany such mandates.

Environmental/Utilities

Strategy: Infrastructure

- Support federal and state funding targeted towards regional and interregional water resource planning efforts and related land use planning.
- Support measures, which increase water supply through recharging and strengthen the City's rights for use of surface water.
- Support a fiscally and environmentally responsible reauthorization of the Safe Drinking Water Act.
- Support measures that will fund water management improvements.

Strategy: Livable Community

- Support legislation that provides direct funding for conservation and demand reduction projects in city facilities; seek grant or loan funding for essential services (i.e. police/fire, water/wastewater) to purchase new or replace existing backup generators that are more energy efficient and less polluting.
- Support legislation that provides funding to increase the supply and affordability of housing and reform of state housing laws to retain local authority.
- Support legislation that provides increased funding and resources to prevent homelessness and assist individuals experiencing homelessness.
- Support legislation that will fund a state-local partnership to enhance economic development.

Strategy: Government Operations

- Support measures that improve water quality within the city/region without lowering MCLs or requiring more monitoring.
- Oppose mandatory groundwater management unless it is reasonable, and the management reflects the representative views of all agencies which will be regulated particularly local government.
- Support legislation that provides local government and agency flexibility in meeting air quality requirements for existing backup generators for sewer, water and storm-pumping facilities.
- Support legislation and increased funding for juvenile crime prevention and abatement programs.
- Support legislation that will reimburse agencies responsible for identifying, tagging and removing waste from illegal drug labs.
- Support legislation making Bureau of Narcotics Enforcement Task Force labs available to our jurisdiction for evidence process and drug lab clean-up.
- Support legislation that facilitates local law enforcement's ability to acquire the needed Federal Homeland Security funds.
- Support legislation enhancing sentencing and eliminating sentencing consolidation or reductions for those convicted of auto theft.
- Support legislation strengthening disaster preparedness, resiliency, and recovery from climate change impacts through improved collaboration and resources.
- Support legislation that protects all current and future City revenue.

Public Works/Transportation/Telecommunications

Strategy: Infrastructure

- Support the development of state programs that would provide funding for the construction of new transportation infrastructure and upgrades within communities experiencing explosive residential growth.
- Support legislation that provides additional funds for infrastructure or which provides options for financing developer requirements.
- Support legislation that enhances resources for local jurisdiction to strengthen, sustain, maintain and operate critical infrastructure, including local streets, highways, bridges, public transit, and broadband, to improve workforce and economic development.
- Support legislation to fund telecommunication planning and implementation.
- Support legislation to fund GIS to better manage regional resources, respond to emergencies and plan for growth.

Strategy: Planning for the Future

- Support State and Federal legislation to reaffirm home rule in oversight and revaluation of telecommunication entities, using public rights-of-way and affecting conditions addressed by local planning and land use policies.

Strategy: Government Operations

- Support legislation that provides increased local control over spending on streets and highways.
- Support legislation that provides additional funding to assist public transit systems in meeting air quality standards.
- Support State legislation that protects current and future City revenues:
 - SLESF (Supplemental Law Enforcement Services Fund)
 - Vehicle License Fees, Property Taxes, Sales Taxes
- Oppose the California Business Roundtable 2024 ballot measure that would put at risk billions of dollars for essential local services.



CITY COUNCIL AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: January 22, 2024
Subject: Reject Claim for Damages
Enclosure: Initial Claim Form
Presented By: Ashton Gose, Executive Assistant/City Clerk
Approved By: Merry Mayhew
City Manager

Staff Recommendation:

Reject Claim for Damages – California Automobile Insurance Company
Insured: Tyler Snodgrass (Date of Loss: 9/21/2023) in the amount of \$8,369.87 and send written rejection notice.

Discussion:

For discussion to take place on this item, a member of the City Council would need to pull the item from the consent calendar for special consideration, and discussion must take place in a closed session.

Fiscal Impact:

There are no fiscal impacts associated with the denial of this claim.

City of Hughson
7018 Pine Street • PO Box 9
Hughson, CA 95326
209.883.4054 • Fax: 209.883.2638
agose@hughson.org



CLAIM FORM Form B

CLAIM AGAINST _____

Claimant's Name: _____

SSN: _____ DOB: _____ Gender: Male ☐ Female ☐

Claimant's Address: _____

Date of Incident/Accident: _____

Date injuries, damages, or losses were discovered: _____

Location of incident/accident: _____

What did entity or employee do to cause this loss, damage, or injury: _____

for additional details use another piece of paper or the back part of this form.

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? _____

What specific injuries, damages, or losses did claimant receive? _____

for additional details use another piece of paper or the back part of this form.

What amount of money is claimant seeking or, if the amount is more than \$10,000 which is the appropriate court of jurisdiction.

Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government

Code 910(f)] _____

How was this amount calculated (please itemize)? _____

for additional details use another piece of paper or the back part of this form.

Date Signed: _____ Signature: M. X. Hill

If signed by representative:

Representative's Name: _____ Telephone No.: _____

Address: _____

Relationship to Claimant: _____



CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: January 22, 2024
Subject: Authorization to Contract with NJA Architecture for Architectural Services Associated with Phase 1 of the Civic Center Architectural Design Project and for the City Manager to Execute the Contract
Enclosures: NJA Architecture Proposal
Fee Breakdown
Professional Services Agreement
Presented By: Carla C. Jauregui, Community Development Director
Approved By: Merry Mayhew
City Manager

Staff Recommendations:

1. Authorize contracting with NJA Architecture for architectural services associated with Phase 1 of the Civic Center Architectural Design Project.
2. Authorize the City Manager to execute the contract, inclusive of the City Attorney's edits.

Background and Overview:

On August 14, 2023, the Hughson City Council adopted Resolution No. 2023-43, approving the 2023 American Rescue Plan Act Funds Spending Plan. Signed into law on March 11, 2021, the American Rescue Plan Act of 2021 ("ARPA") provides \$1.9 trillion worth of federal COVID-19 relief. The relief package includes \$350 billion in additional funding for state and local governments more commonly designated as the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF"). The local funding portion is approximately \$130 billion, allocated to cities and counties.

The spending plan included authorization for staff to seek proposals from experienced architectural firms to provide architectural services for Phase 1 of the development of a new Civic Center, located in the current space as the current City Hall and Fire Department, with the potential of using adjacent roadways (Civic Center Project). The Hughson branch of the Stanislaus County Library is also interested in being included in the Project as their current site does not have adequate space for the programming they would like to offer in Hughson.

Discussion:

The Civic Center Project aims to create a modern and efficient facility that accommodates the needs of the community while incorporating sustainable and innovative design principles. Phase I of the Civic Center Project includes square footage analysis, two design solutions, up to three quality architectural renderings of the proposed Civic Center, a detailed cost estimate for design services, and a California Environmental Quality Act (CEQA) review.

On September 14, 2023, staff released a Request for Proposal, with a deadline of October 13, 2023, at 5 PM.

Four proposals were received:

- BRW Architects
- NJA Architects
- Shepphird Associates
- Indigo

Interviews were scheduled and completed on November 23, 2023, including all four firms. Each firm had the opportunity to present their proposal to a three-member panel consisting of City staff and the City's contracted engineer, scores were based on the following criteria:

- Scope of Work 30%
- Design Approach 20%
- Project Personnel 10%
- Comparable Project Experience 20%
- Cost Proposal 20%

The following is a list of tabulated scores:

- | | |
|------------------------|--------|
| • NJA Architecture | 24.375 |
| • BRW Architects | 22.875 |
| • Shepphird Associates | 13.775 |
| • Indigo Architects | 15.650 |

Staff recommends NJA Architecture based on the tabulation of scores, including the previously listed criteria. NJA Architecture submitted a cost of \$103,600 for Phase 1 of this project.

NJA Architecture is based in Lodi, California, and has completed multiple municipal projects including for the cities of Lodi, Elk Grove, Manteca, McKinleyville, Milpitas, Stockton, Grass Valley, Manteca, and Redding, as well as the counties of Stanislaus and San Joaquin. References sources indicate that NJA is well-regarded for maintaining effective communication, professionalism, responsiveness, and being pleasant to work with.

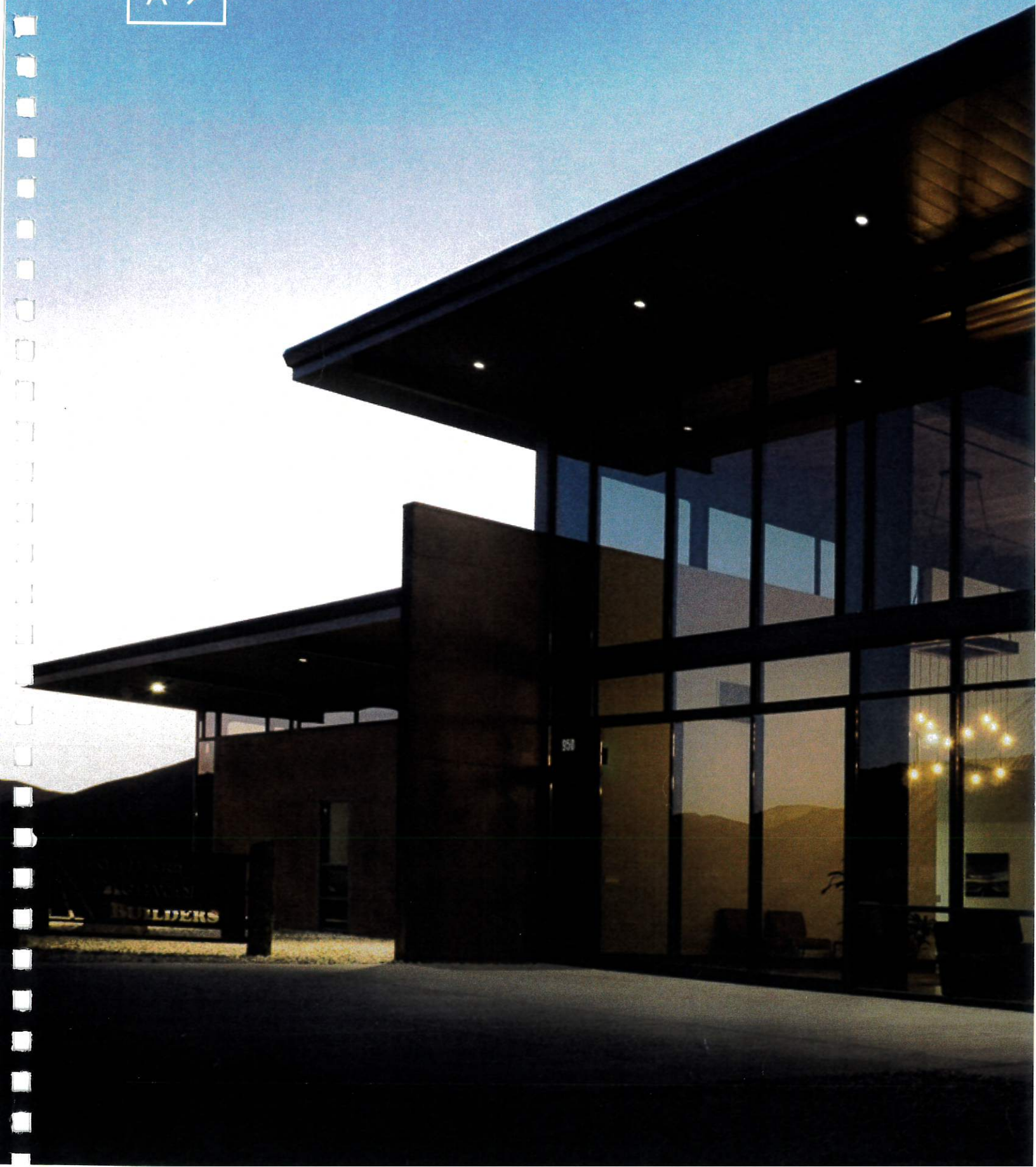
Fiscal Impact:

The Project was referenced in Resolution No. 2023-43, “2023 ARPA Projects Listing”, approved by the City Council on August 14, 2023.

If this item is approved, Finance will increase Fiscal Year 2023/24 budget appropriations in Fund 380 (ARPA Fund) for \$103,600 with a 10% contingency (\$10,360) totaling \$113,960. Any remaining funds will be budgeted in Fiscal Year 2024/25.



RESPONSE TO THE REQUEST FOR PROPOSALS FOR
PROFESSIONAL ARCHITECTURAL DESIGN SERVICES:
THE CITY OF HUGHSON NEW CIVIC CENTER





Cover Letter

October 13th, 2023

Ashton Gose
City Clerk
City of Hughson
7018 Pine St
Hughson, CA

RE: Professional Architectural Services for the City of Hughson's Civic Center, in Hughson, CA

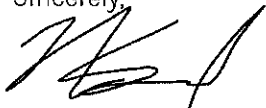
Dear Selection Committee,

On behalf of the NJA Architecture team, I am excited to submit the enclosed proposal for professional architectural design services for Phase 1 of the Hughson Civic Center Project. We see great potential to create a transformative vision reimagining public spaces through the development of a new Civic Center master plan.

The prime site location and existing facilities provide valuable insight to shape placemaking priorities and define future needs for the community. We have successfully executed similar projects, focusing on aesthetic and functional improvements, while addressing accessibility, sustainability, and cost-efficiency. Understanding the significance of this project as a key feature at the core of the community, NJA Architecture is prepared to work with the City of Hughson to develop a comprehensive vision. For this project, we have gathered an extremely passionate and skilled team with unparalleled experience in executing complex master plans. We are prepared to provide expert services to assist the City in the creation of modern and efficient facilities that accommodate the needs of the community while incorporating sustainable and innovative design principles. Through our review of the RFP and discussions with the City staff, we have a strong understanding of the project goals and are confident that we will deliver a successful project. Our team has extensive experience in master planning, and we are fully prepared to work collaboratively with the City of Hughson to bring your vision to life.

Thank you for considering NJA Architecture for this exceptional opportunity to partner with the City of Hughson to create an inspiring new Civic Center design as a centerpiece of the community. We believe our expertise aligns seamlessly with your vision and the requirements outlined in the RFP. Enclosed please find our response to the Request for Proposals, showcasing our portfolio of successful projects, outlining our team's qualifications and experience, and highlighting our commitment to the goals and vision of our clients. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,



Nick Seward
Owner, Architect
209.400.6080
nick@njaarchitecture.com
NJA Architecture
212 W. Pine St, Suite 1
Lodi, CA 95240

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Project Understanding
& Firm Qualifications





Firm Qualifications

"The only way to do great work is to push the limits of design and creativity."

- John Vierra, NJA Principal

NJA Architecture is an energetic architecture and design firm that stands at the forefront of innovation, delivering creative solutions across multiple scales and typologies. Our unwavering commitment to our architectural process and passion for design sets us apart as a firm dedicated to enhancing the experiences of individuals through well-crafted, tactile, and artful designs. Our design process is based on the following objectives:

IDENTITY AND PLACE

We firmly believe that architecture should be an authentic expression of our clients' values. Our team dives deep into understanding the unique characteristics of each project's context, including its historical and cultural significance. Recognizing and understanding the geography, surrounding buildings, and a sense of place makes for a purposeful and artful design. This is a necessary component to transform a vision into the physical existence of a building.

TRANSFORMATION AND IMPACT

Every project we take on is viewed as an opportunity for transformation and meaningful impact. Whether it's a small-scale renovation or a large-scale development, we approach each venture with the same passion and dedication. Our team constantly pushes the boundaries of innovation, seeking new ways to create a link between form and function.

COLLABORATION

NJA firmly believes that the success of any project lies on collaboration and teamwork. We value the diverse perspectives that each team member brings to the table. Our weekly design charrette is more than just a review of one

project each week. While we sketch, present, and discuss ways to better our designs, we use this time to collectively step away from our desks, gather around the table, and connect. Doing so creates an easygoing environment where creativity flourishes.

SUSTAINABILITY MISSION

At NJA, we understand the power of architecture to shape lives, communities, and the world. Our core mission is to design and build sustainable environments that not only fulfill functional requirements but also leave a lasting positive impact. We are constantly seeking ways in which we can help to decrease the consumption of non-renewable resources, reduce waste, and build healthy, productive environments. It is well within our reach to create sophisticated designs while simultaneously minimizing negative environmental impacts in the resulting build.

A BETTER TOMORROW

In a world that is constantly evolving, NJA is committed to driving positive change through innovative design and architecture. We strive to leave an everlasting mark for the industry to follow. Our firm's vision is to create spaces that are for the betterment of social, cultural, and environmental progress.

CONCLUSION

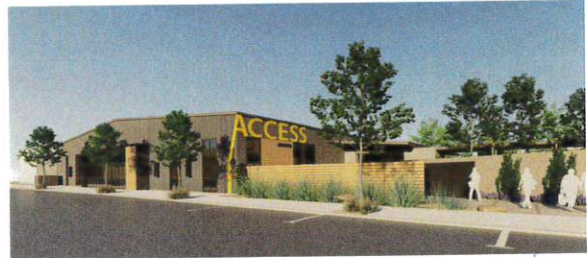
NJA is more than just an architecture and design firm; we are the sum of the values and goals that lie within our mission. Our focus on sustainability, creativity, and collaborative innovation sets us apart in the industry. By choosing NJA as your architectural partner, you choose a dedicated team committed to realizing your vision, enriching human experience, and building a better future for generations to come.

Relevant Experience

Our team has held multiple contracts to provide professional architectural services on public works projects. Below are some of the projects that we have worked on in the past or are currently working on now. Descriptions of these projects can be found in Section 4, Project Experience.



City of Redding Community Center



City of Lodi Access Center



Merced County Mosquito Abatement District
Administration & Maintenance Buildings



City of Lodi City Hall Improvements



City of Milpitas Civic Center Renovations



City of Fresno Community Centers Master Plan



Jackie L. Houston Convention Center



UNR Student Achievement Center

Project Understanding

The main objective of the City of Hughson Civic Center Project is to create a modern and efficient Civic Center that aligns with the needs of staff and the community. We understand that the City is considering a multitude of options and we will utilize our expertise in architectural design to provide creative and innovative master planning and design solutions.

The scope encompasses various essential elements for a master plan, starting with the review of the City's Civic Center project to establish the basis of understanding of project goals and expectations. Site analysis is essential because it involves the assessment of current conditions, site topography, utilities, and the potential for expansion into adjacent roadways. If the City believes that stakeholder and community engagement is essential to gather input, NJA is fully prepared to take the necessary steps in facilitating meetings and presentations.

Program requirements will be defined in greater detail during the project initiation, site analysis, and program requirements tasks that we have outlined in our management plan. Overall, this will entail collaborating closely with the City to define functional needs and spaces for the Civic Center. Design solutions emphasize efficiency, space utilization, sustainability, and alignment with the City's vision, along with planning for critical infrastructure needs and accommodating for future growth.

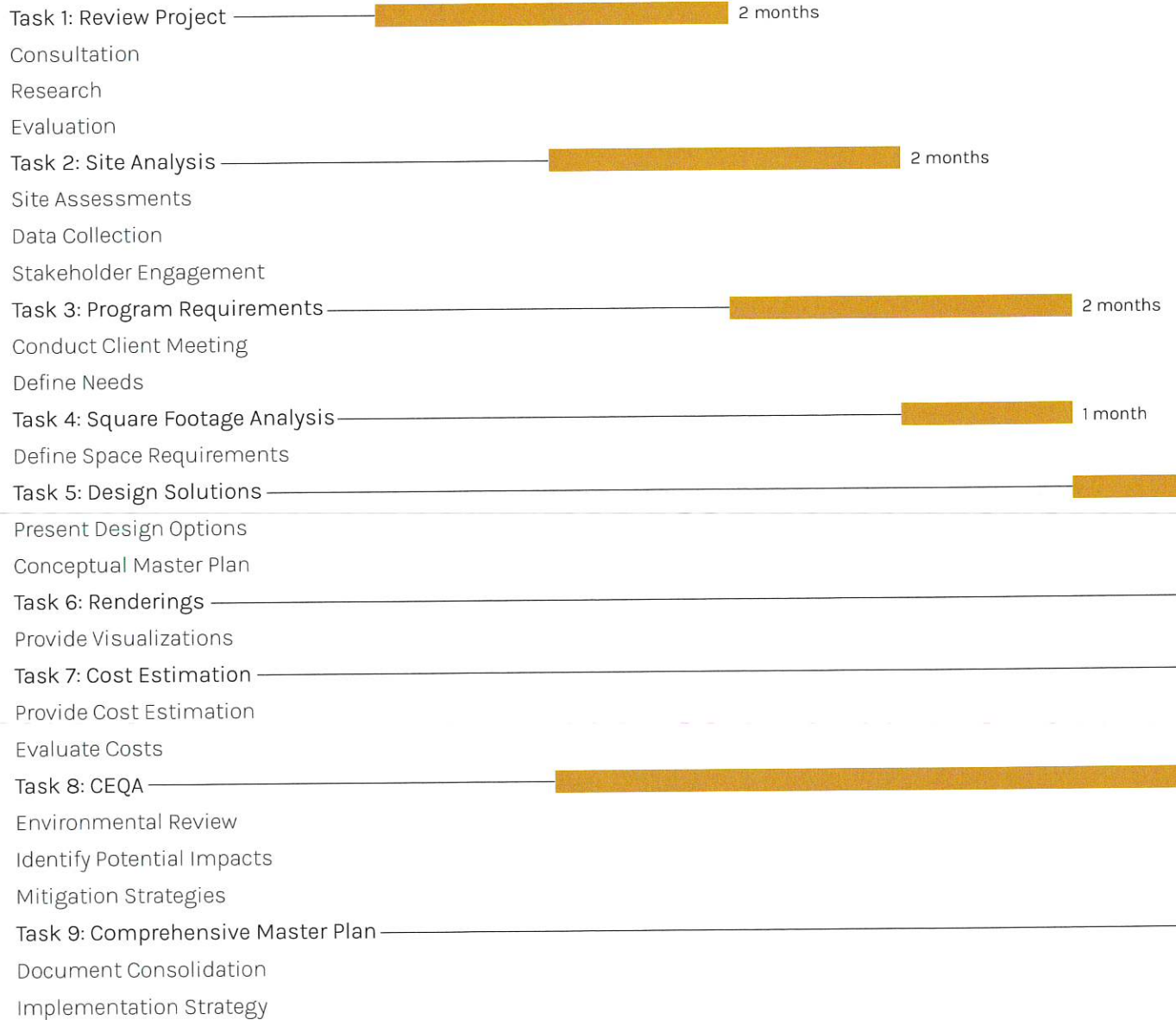
We will develop architectural renderings along with a complete program and site master plan to create a visualization of the desired design to give the City and stakeholders a clear understanding. Throughout the entirety of this project we will keep cost and budgetary requirements at the forefront of our minds.

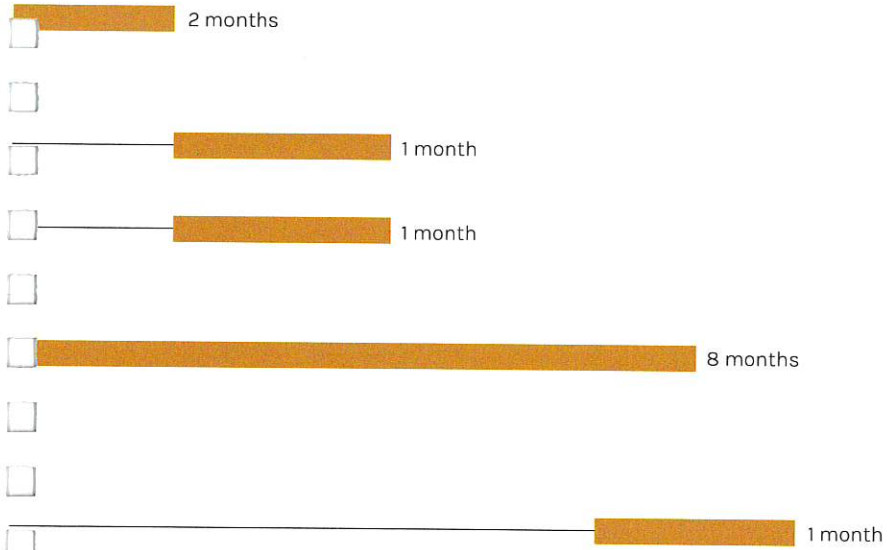
NJA recognizes the unique site conditions and we are excited to use our knowledge and passion for quality design to create solutions that fit the needs of the City. After review of the scope of work, we have put careful thought into the possible considerations for the Civic Center. Among those considerations are the potential for a street closure, combining services into one building, or distributing services between multiple buildings. We are dedicated to providing a feeling of unity and cohesion throughout the Civic Center.

The development of a comprehensive master plan involves refining the plan based on feedback, where we can then formulate the final package. This will allow an implementation strategy to be put in place that outlines priorities and timelines for future development stages. Overall, our understanding of the scope provided highlights the importance of uncovering any opportunities or challenges that can aid in creating designs for efficient and sustainable planning, allowing a delivery of a successful Civic Center project for the City of Hughson.

Preliminary Schedule

TASK DESCRIPTION

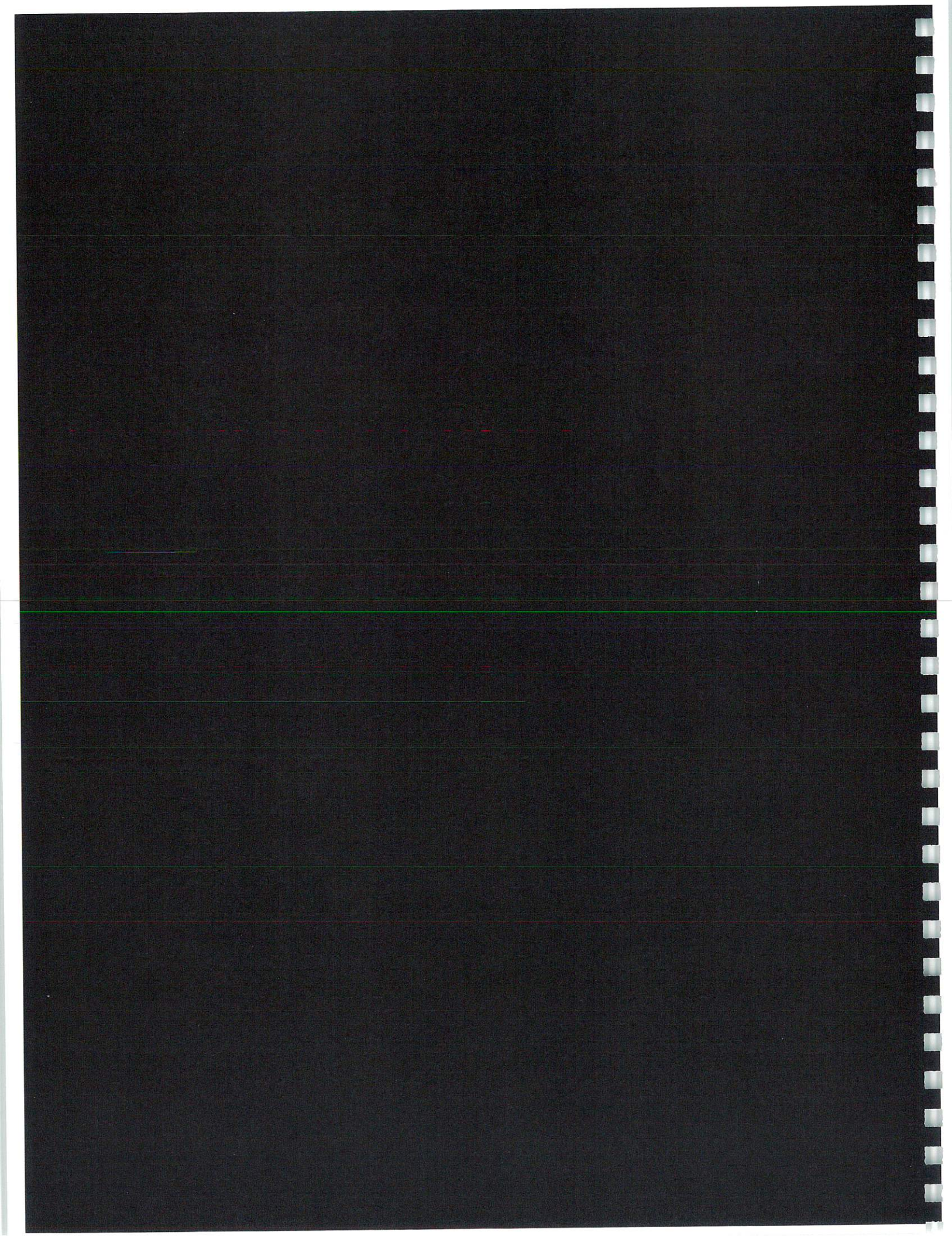




Jun 2023

End of
Sep 2024

Dec 2024



Design Approach

2

Project Approach

NJA's design integration approach includes input from our client and team members at every step of the process. This organic progression builds on the information and evolution of the project at its various stages, maximizing the three elements of Architecture: Budget, Design, and Function. This integrated process can be outlined for the City of Hughson Civic Center master plan by the following steps:

TASK 1: REVIEW THE CITY'S CIVIC CENTER PROJECT

Project Initiation: NJA will provide preliminary consultation, research, and evaluation of the City of Hughson's Civic Center Project to fully understand the scope. We will hold a kickoff meeting with the City to create a shared understanding of project goals, objectives, and expectations. This initial step is a fundamental foundation for a successful master planning process to align with the City's vision.

TASK 2: SITE ANALYSIS

Site Assessments: We will conduct a thorough site analysis to gain a comprehensive understanding of existing conditions, limitations, opportunities and potential challenges related to development. This includes assessing factors such as the boundaries, easements, topography, utilities, and access as well as an exploration of the feasibility to expand public spaces into adjacent roadways, considering the potential benefits and constraints.

Data Collection and Analysis: We will collect and analyze data related to demographics, land use, traffic patterns, and existing infrastructure. This data-driven approach ensures that our master plan is comprehensive and considers the unique characteristics of the Hughson community.

Community Engagement: NJA will source feedback from key stakeholders, community representatives, and relevant agencies to gather valuable input. This will ensure that the master plan is shaped in alignment with the specific needs of the community and their vision for the new Civic Center.

TASK 3: PROGRAM REQUIREMENTS

Program Refinement: We will collaborate with the City of Hughson to define Civic Center program requirements including future growth. This process is essential for establishing a clear understanding of the functional requirements and spaces essential to effectively meet the City's needs.

TASK 4: SQUARE FOOTAGE REQUIREMENTS

Space Requirements: NJA will conduct a square footage analysis to determine the appropriate size and layout of the Civic Center based on program requirements established by the City. Thoughtful analysis with a prioritization of long-term goals will create a deep understanding of needs, resulting in a layout that best serves City expectations for a modern and efficient facility that accommodates the needs of the community.

TASK 5: DESIGN SOLUTIONS

Conceptual Master Plan: NJA will work with the City to develop innovative design solutions incorporating sustainable principles. Design options will be crafted to optimize space and efficiency, ensuring that every square foot is used intentionally. We will carefully plan interior and exterior spaces to create a welcoming Civic Center maximizing public accessibility, safety and energy efficiency while planning for infrastructure, utilities, and parking needs.

TASK 6: RENDERINGS

Visualizations: NJA will develop high quality architectural renderings to provide a clear vision of the project's potential development. These renderings serve as a tool to effectively communicate the intricacies and aesthetics of the design to both the City of Hughson and the community. By visually presenting the design concepts, we aim to create a tangible understanding of how the Civic Center will look and function. These renderings can be used to facilitate decision-making and support for the project.

TASK 7: COST ESTIMATION

Budget Effectiveness: Provide a comprehensive design cost estimation for the proposed master plan, including all design consultant fees and outlining reimbursable expenses. We highly recommend that the City utilizes a third party construction cost estimate as well to help define the overall budget of the project. This step is critical in ensuring that the master plan remains cost-effective. By evaluating the costs associated with the plan, we can make informed decisions about the development of the Civic Center.

TASK 8: CEQA REQUIREMENTS

Addressing CEQA: NJA reinforces our dedication to sustainability and environmentally responsible design through this critical step. We achieve CEQA compliance by conducting comprehensive environmental reviews of the Civic Center project. Throughout the process, we will identify potential impacts and present effective mitigation strategies to ensure compliance.

TASK 9: COMPREHENSIVE MASTER PLAN

Final Master Plan Package: We will synthesize the feedback received from the City and make necessary adjustments to compile the final master plan package. We will consolidate all documents, reports, and analyses into one comprehensive and cohesive final package, ready to guide the Civic Center project's development.

Implementation Strategy: As part of this task we will develop a roadmap to realize the City's project goals and objectives. This strategy will include a phase approach for the master plan, outlining timelines for future development. A clear, concise, and detailed plan ensures that the Civic Center project is successfully executed.

Quality Control Plan

Critical Components and Risk Factors

Project success depends upon a clear understanding of scope, owner priorities, goals, and risks. Assessment and identification of the critical path provides benchmarks for the team to mitigate potential risks to project success.

TASK 1: REVIEW THE CITY'S CIVIC CENTER PROJECT

Critical Components: Review existing site and building documents, history, and encumbrances, hold a kickoff meeting to define project goals, objectives, and expectations, review existing building documentation, and repair history.

Key Risk Factors: Misunderstanding of project goals and expectations.

TASK 2: SITE ANALYSIS

Critical Components: Conduct site analysis, assess site boundaries, topography, access, easements, and utilities in addition to an evaluation of the feasibility of potential expansion into adjacent roadways.

Key Risk Factors: Unexpected site conditions could be costly or lead to delays in the project timeline.

TASK 3: PROGRAM REQUIREMENTS

Critical Components: Collaborate with the City to define the program requirements for the Civic Center, develop a detailed understanding of the functional needs, adjacencies, and spaces required.

Key Risk Factors: Changes in program requirements or the City's needs, could impact the design and budget.

TASK 4: SQUARE FOOTAGE REQUIREMENTS

Critical Components: Perform a square footage analysis, ensuring that design aligns with square footage needs and accommodates projections for future growth.

Key Risk Factors: Miscalculation of square footage needs resulting in an inefficient use of space.

TASK 5-6: DESIGN SOLUTIONS, RENDERINGS

Critical Components: Develop design solutions and create detailed renderings of the proposed Civic Center design.

Key Risk Factors: Failure to meet the desired aesthetic and functional expectations, miscommunications that lead to discrepancies between the visual renderings and the final design.

TASK 7: COST ESTIMATION

Critical Components: Provide a detailed cost estimate for design services, including any necessary revisions and consultations, and a schedule for completion of the design, in addition to a comprehensive construction cost estimation for the proposed master plan.

Key Risk Factors: Underestimation of construction costs or design fees.

TASK 8: CEQA REQUIREMENTS

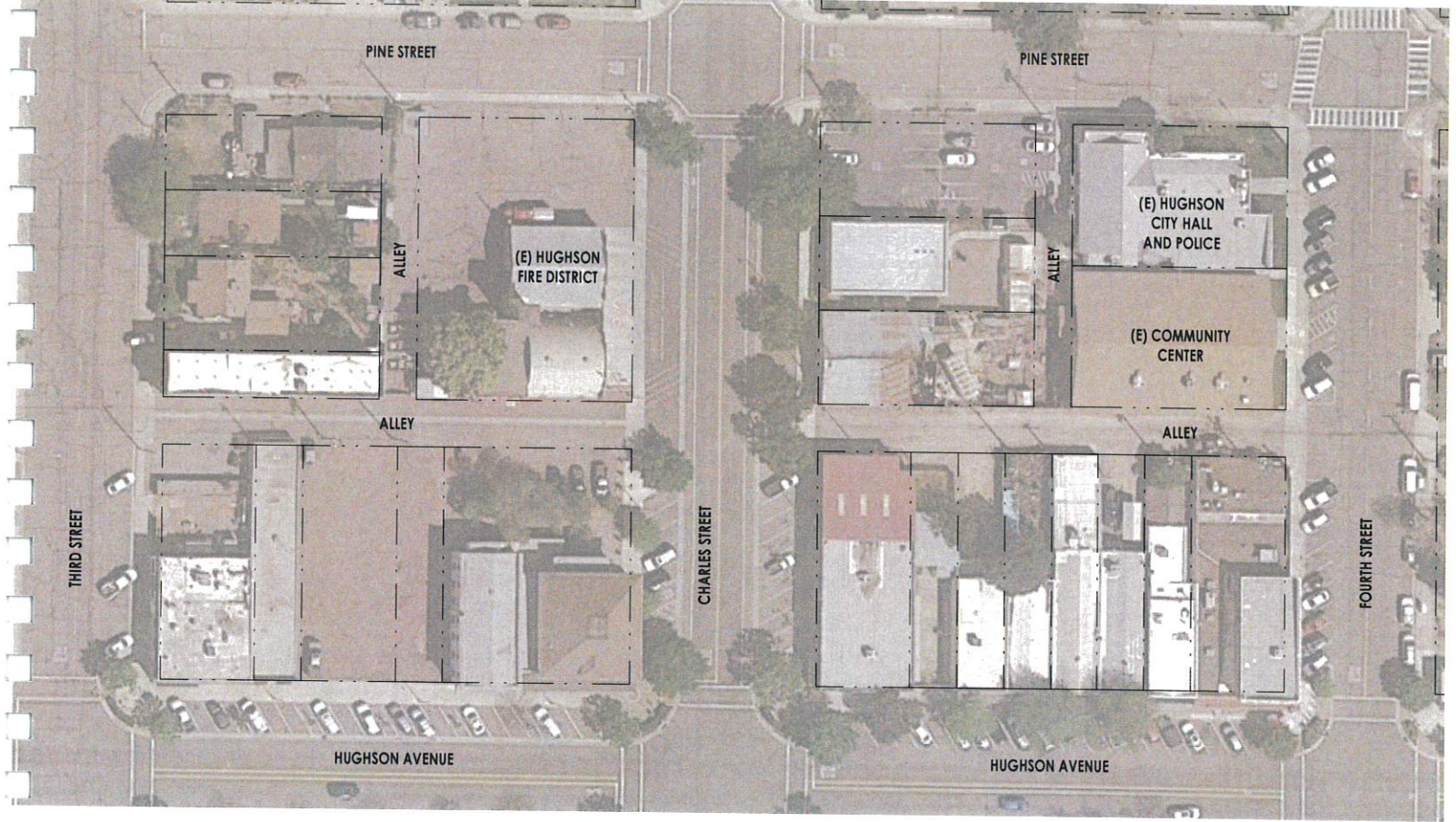
Critical Components: Ensure CEQA compliance by conducting an environmental review, identifying potential impacts and developing strategies for mitigation.

Key Risk Factors: Identification of significant environmental impacts that are challenging to solve, leading to project delays or redesign.

TASK 9: COMPREHENSIVE MASTER PLAN

Critical Components: Refine the master plan based on feedback from the City, combine documents, reports, and analysis into one final package, develop a phased implementation strategy.

Key Risk Factors: Incomplete incorporation of feedback from the City, community, or stakeholders, resulting in a master plan that does not fully align with project goals, difficulty in defining a realistic phased implementation strategy.



Project Personnel

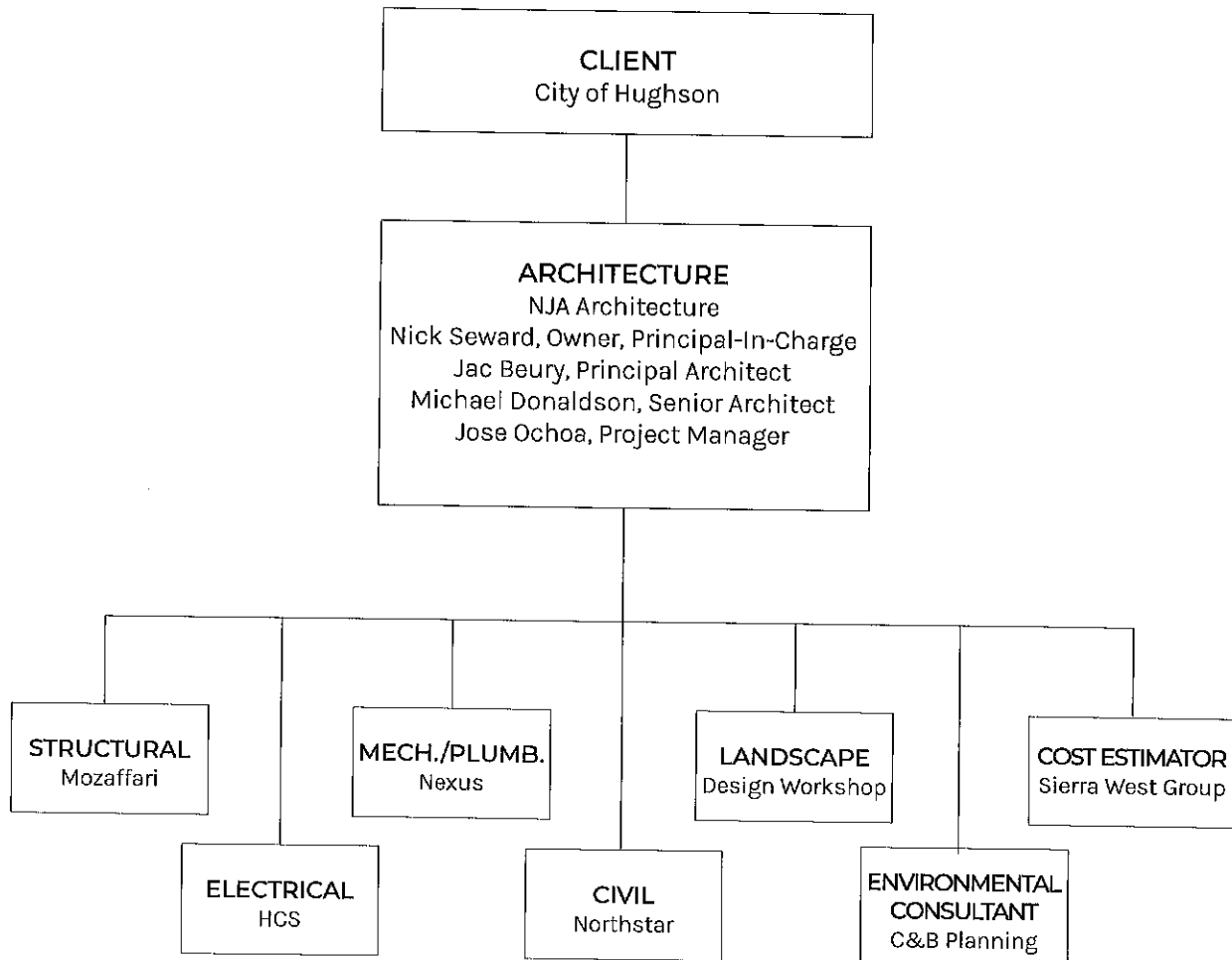
3



We have assembled an Architectural consultant team, which is uniquely qualified to serve the City of Hughson project needs. Every member of our team has relevant project experience and expertise.

If awarded the project, requests from Hughson would receive top priority at our office. We would devote the main partners at NJA, Northstar, Nexus, HCS, Mozaffari, Design Workshop, C&B Planning, and Sierra West with full oversight at each phase of the project.

Project Team Organization



RELEVANT CERTIFICATIONS

National Council of Architectural Review Boards (NCARB)

American Institute of Architects (AIA)

Licensed Architect, State of California

Licensed Landscape Architect, State of California

Licensed Civil Engineer, State of California

Licensed Structural Engineer, State of California

Licensed Mechanical Engineer, State of California

Licensed Plumbing Engineer, State of California

Licensed Electrical Engineer, State of California

Association of Professional Estimators (ASPE)

Qualifications of Team

To achieve the project goals we have gathered a team with unparalleled experience, highlighted below:

Principal-in-Charge, Nick Seward, AIA, serves as your direct contact providing daily leadership of the team. As Owner and Architect, Nick is responsible for the overall quality and performance of the team. Nick's extensive history working with public entities gives him a deep understanding of the public processes and regulations to make this project successful.

Leading Design is Jacob Beury, AIA. Jacob is thoughtful in his design and is skilled in navigating the complexities of public projects. He excels at creating functional and aesthetically pleasing designs while maintaining a tight budget. Jacob's attitude and demeanor bridges the alignment of every member of the team.

Jose Ochoa is your Project Manager who coordinates project requirements, develops creative concepts for projects, and prepares presentation and design drawings. Jose's ability to listen to the needs of the client while ensuring deliverables are met on time makes him an invaluable asset to the team.

Senior Architect is Michael Donaldson. Michael brings extensive experience in QA/QC for public projects. Design quality that maintains efficiency, sustainability, and functionality are of high importance for this project.

We have partnered with **Northstar Engineering** for civil engineering services. Northstar has a strong understanding of Federal, State, and Local regulatory requirements.

For mechanical and plumbing, we have teamed with **Nexus Engineering** on a multitude of projects and are confident in their ability to provide services on this project. Providing electrical services is **Richard Smith** at **HCS Engineering** who has extensive experience with public departments.

Mozaffari Engineering led by **Andre Mozaffari** will handle all structural needs. **Steve Noll**, Landscape Architect at **Design Workshop** will provide any necessary landscape solutions.

Assisting with CEQA regulations is **Emily** at **C&B Planning**. Emily has a clear understanding of the environmental requirements associated with this project type.

To ensure we align the City's vision with the budget, we've elected **John Moreno** with **Sierra West Group** to contribute his knowledge of the market and public work projects to provide cost estimating needs for this project.

Our team is committed to delivering a successful project for the City of Hughson. We can assure you that our team is available to serve this project in its entirety with the full support of NJA and its team members.

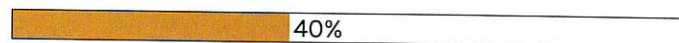


Project Team Availability

NJA Architecture has developed a highly skilled team dedicated to delivering a successful project for the City of Hughson. We allocate time based on project size, complexity, budget, and schedule to ensure the execution and delivery of this project. In addition, we utilize architecture-specific softwares that allow us to adjust to changing project needs from tracking timelines and budget in real-time to creating detailed renderings and 3D visualizations. Our collaborative work environment encourages communication and knowledge sharing, which allows staff members to solve challenges together. In conclusion, NJA Architecture certifies exceptional staff availability and resources for this project.

NJA ARCHITECTURE

Nick Seward
Principal-In-Charge



Jac Beury
Principal Architect



Michael Donaldson
Senior Architect



Jose Ochoa
Project Manager



SUBCONSULTANTS

Mozaffari Engineering
Structural Engineer



Northstar Engineering
Civil Engineer



HCS Engineering
Electrical Engineer



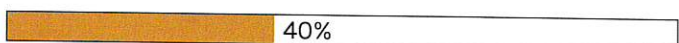
Nexus Engineering
Mechanical Engineer



Design Workshop
Landscape Architect

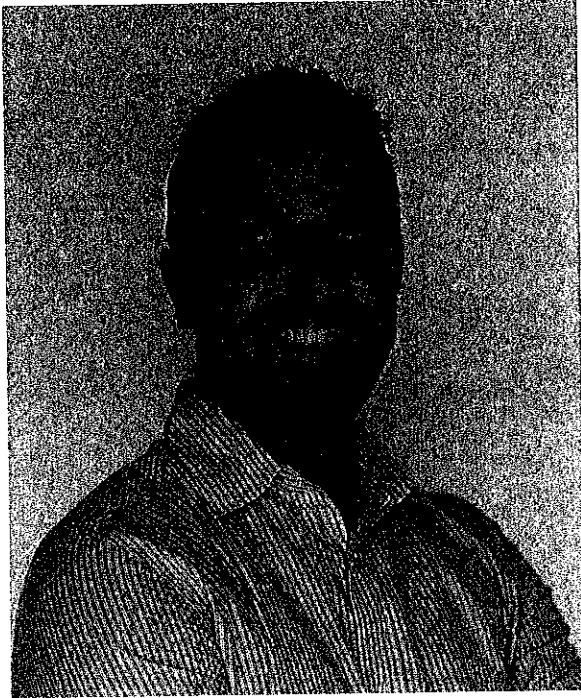


C&B Planning
Environmental Consultant



Sierra West Group
Cost Estimator





Nick Seward

Owner, Principal Architect
NJA Architecture

Nick is an Owner and Architect at NJA Architecture with a love for creating unique experiences through design. From his small town roots to his fascination for the built environment he has worked on several project types from varying market sectors including: commercial, community, public, hospitality, residential, education, medical & master planning.

Nick's passion is to experiment with innovative architecture in diverse environments and seek new design possibilities through the use of building materials, collaboration of assembly and sustainable design solutions.

EDUCATION

Bachelor of Architecture, 2010
California Polytechnic State University
San Luis Obispo, CA

Minor Construction Management, 2010
California Polytechnic State University
San Luis Obispo, CA

CERTIFICATIONS & AFFILIATIONS

Licensed Architect, California C-38947

AIA, American Institute of Architects

Member, National Council of Architectural
Review Boards (NCARB)

Member, US Green Building Council (USGBC)

RELEVANT WORK

City of Lodi City Hall Improvements Lodi, CA

City of Lodi Access Center Lodi, CA

**Merced County Mosquito Abatement District
Administration & Maintenance Buildings**
Merced, CA

City of Lodi Fire Department Memorial Lodi, CA

City of Lodi Main Street Redevelopment
Lodi, CA

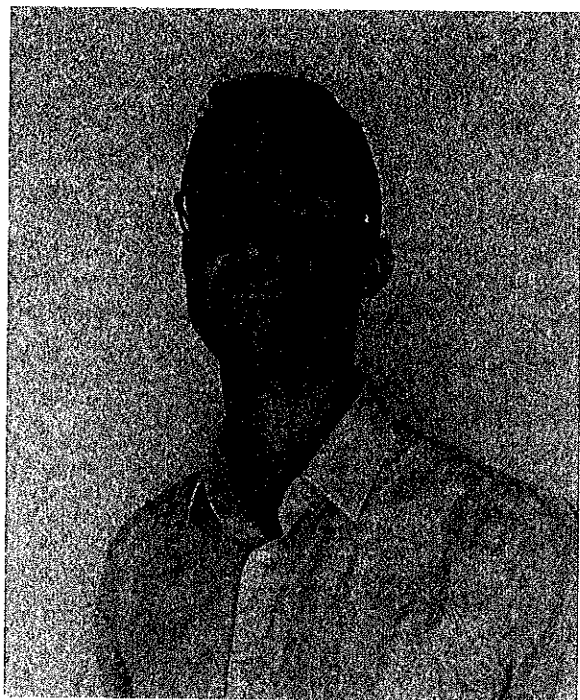
City of Milpitas Civic Center Renovations
Milpitas, CA

**City of Redding Panorama Park &
Community Center** Redding, CA

Stanislaus County Public Safety Center
Project Designer while at other firm

**Stanislaus County Transportation Public Works
Vehicle Maintenance Building**
Project Designer/Manager while at other firm

**Stanislaus County Public Works
Administration Building**
Project Designer/Manager while at other firm



Jac Beury

Principal Architect
NJA Architecture

With 19 years of diverse experience, he has steadily diversified his range of complex project types from public work, and education to healthcare and hospitality.

Before joining NJA, Jac specialized in public projects and higher education at municipalities and universities across the country from New York to South Carolina, and Rhode Island to Michigan. His local project experience in California includes healthcare, hospitality, and public works projects in the Central Valley region.

EDUCATION

Bachelor of Architecture, 2004
Pennsylvania State University
University Park, PA

Art History, 2009
Pennsylvania State University
University Park, PA

CERTIFICATIONS & AFFILIATIONS

Licensed Architect, Pennsylvania

National Council of Architectural Review
Boards (NCARB)

AIA, American Institute of Architects

RELEVANT WORK

City of Lodi City Hall Improvement Lodi, CA

City of Lodi Access Center Lodi, CA

City of Milpitas Civic Center Renovations
Milpitas, CA

City of Redding Panorama Park &
Community Center Redding, CA

Merced County Mosquito Abatement District
Administration & Maintenance Buildings
Merced, CA

Stanislaus County Public Works Modesto, CA

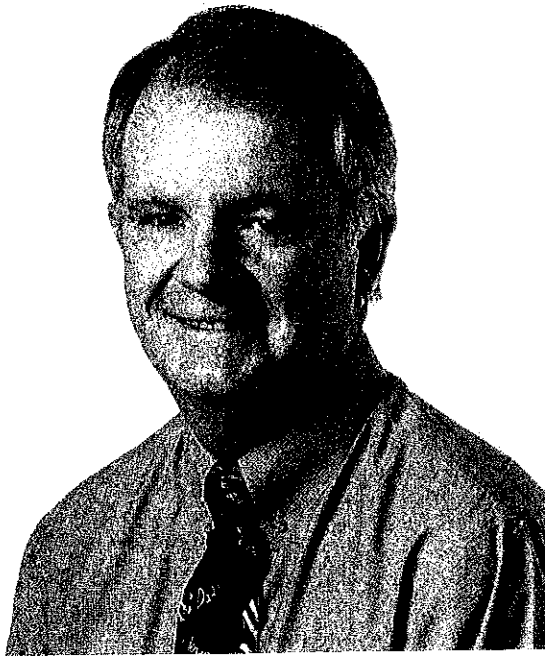
Centre County Courthouse Additions &
Renovations Bellefonte, PA

Crawford County Courthouse Additions &
Renovations Meadville, PA

Keystone Corrections Work Release Center
State College, PA

San Mateo Animal Shelter San Mateo, CA

McKinleyville Teen Center McKinleyville, CA



Michael Donaldson

Senior Architect
NJA Architecture

With more than 38 years of professional experience Michael Donaldson continues to offer clients a strong and diverse background in design, construction management, land planning, institutional design, and QA/QC consulting.

Michael has over 20 years of professional experience as a selected expert to the legal community on matters of architectural practice and construction litigation. He was also the first architect in San Joaquin County to be certified by the United States Green Building Council as a LEED Accredited Professional in 2006.

EDUCATION

Bachelor of Architecture, 1974
California Polytechnic State University
San Luis Obispo, CA

**Bachelor of Science,
Construction Engineering, 1975**
California Polytechnic State University
San Luis Obispo, CA

CERTIFICATIONS & AFFILIATIONS

Licensed Architect, California C-12735

Licensed Architect, Nevada 2589

Member, National Council of Architectural
Review Boards (NCARB)

LEED accredited professional #10016245

Member, American Institute of Architects (AIA)

Member, United States Green Building Council
(USGBC)

RELEVANT WORK

**County of San Joaquin Stockton
Metro Airport Terminal** Stockton, CA

**City of Stockton Van Burskirk
Community Center** Stockton, CA

City of Stockton Oak Park Pool Complex
Stockton, CA

**City of Stockton Arnold Rue Community
Center** Stockton, CA

**City of Stockton Stribley Community
Center** Stockton, CA

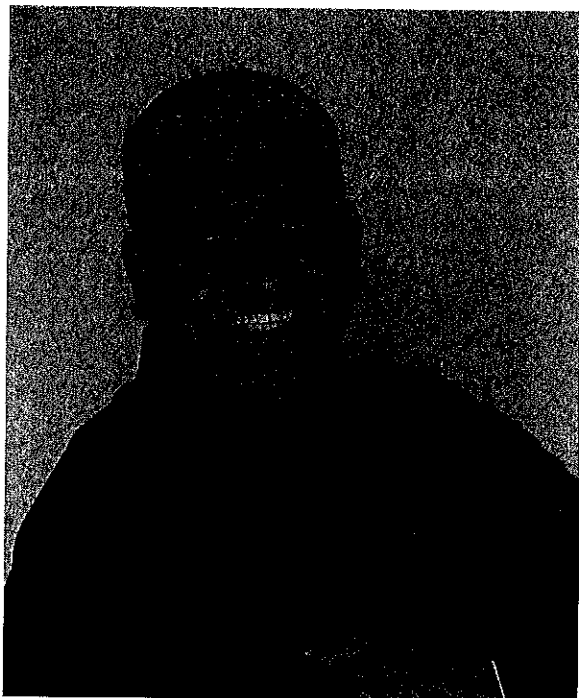
City of Stockton Fire Station #3
Stockton, CA

State of California DMV Tracy, CA

State of California DMV Stockton, CA

State of California DMV Grass Valley, CA

Fregien Residence (TRPA) South Lake Tahoe, CA



Jose Ochoa

Project Manager
NJA Architecture

Joining the firm in 2018, Jose brings more than two decades of expertise. Jose is responsible for management and design leadership on projects that include public works, retail, fitness, multifamily housing, and commercial. His design sensibility reflects great care and respect for environmental context.

EDUCATION

AA/AS Degree, 2002
San Joaquin Delta College
Stockton CA

Interior Design, 2002
San Joaquin Delta College
Stockton CA

CERTIFICATIONS & AFFILIATIONS

Associate AIA, American Institute of Architects

RELEVANT WORK

City of Redding Panorama Park &
Community Center Redding, CA

City of Lodi Main Street Redevelopment
Lodi, CA

City of Lodi Access Center Lodi, CA

City of Lodi Harmony Homes Lodi, CA

San Mateo Animal Shelter San Mateo, CA

Elk Grove Animal Shelter Elk Grove, CA

McKinleyville Teen Center McKinleyville, CA

City of Stockton Council Chambers Stockton,
CA

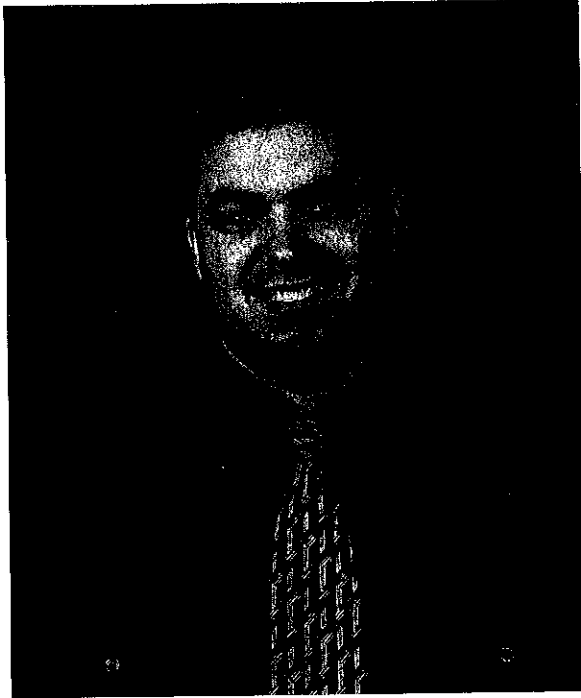
City of Stockton City Hall Remodel
Stockton, CA

DMV Field Office Grass Valley, CA

DMV Field Office Stockton, CA

Family Shelter Manteca, CA

Manteca Fire Station #4 Manteca, CA



John Ellis

Civil Engineer
Northstar Engineering

Mr. Ellis has over 20 years of experience in the Civil Engineering industry and related fields. He has worked on a variety of projects for both private and public developments; specializing in commercial, industrial, educational, multi-family, and single-family residential projects.

His primary responsibilities include, management, staff supervision, training, quality control, value engineering, and coordination to obtain approvals.

EDUCATION

Associates in Architecture
High Tech University
Arizona

SPECIALIZATIONS

Management
Commercial Projects
Industrial Projects
School Projects
Single-Family Residential Projects
Multi-Family Residential Apartment

RELEVANT WORK

Brentwood City Hall Brentwood, CA

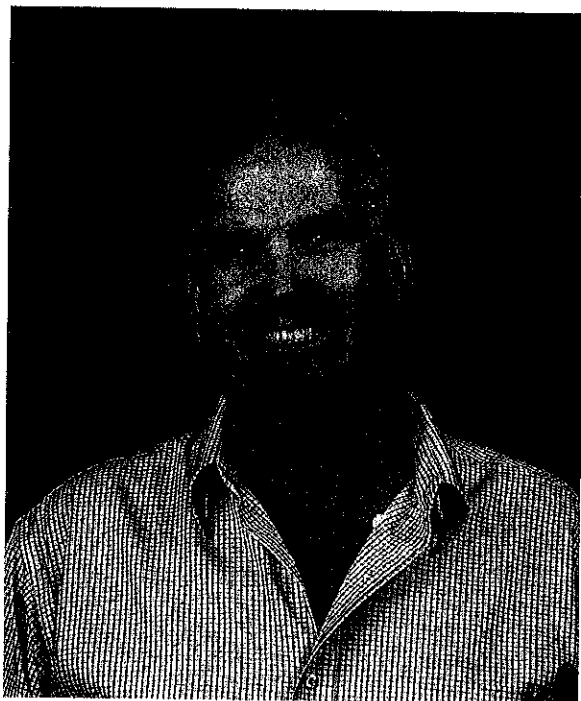
Merced County Mosquito Abatement District
Administration & Maintenance Buildings
Merced, CA

Stanislaus County Public Safety Center
Stanislaus County, CA

Stanislaus County Public Works
Administration Building
Stanislaus County, CA

Delano Safety Center Delano, CA

DPRA Headquarters and Visitor Center
Le Grange, CA



Nikki Cannella

Land Surveyor
Northstar Engineering

Mr. Hysell has over 40 years of experience in Land Surveying and his thorough understanding of a project, starting with the boundary and topographic survey, through design, and during construction is a valuable benefit to his clients. Throughout his career he has actively participated in surveying, design, project management, and construction oversight of various public and private projects.

He is proficient in all aspects of field surveys, office mapping, and survey calculations. He specializes in various public works and private development projects overseeing tasks which include office calculations, research, control surveys, GPS surveys, boundary surveys, and management of construction projects.

EDUCATION

Modesto Junior College
Modesto, CA

CERTIFICATIONS & AFFILIATIONS

Professional Land Surveyor, California #9099

RELEVANT WORK

Brentwood City Hall Brentwood, CA

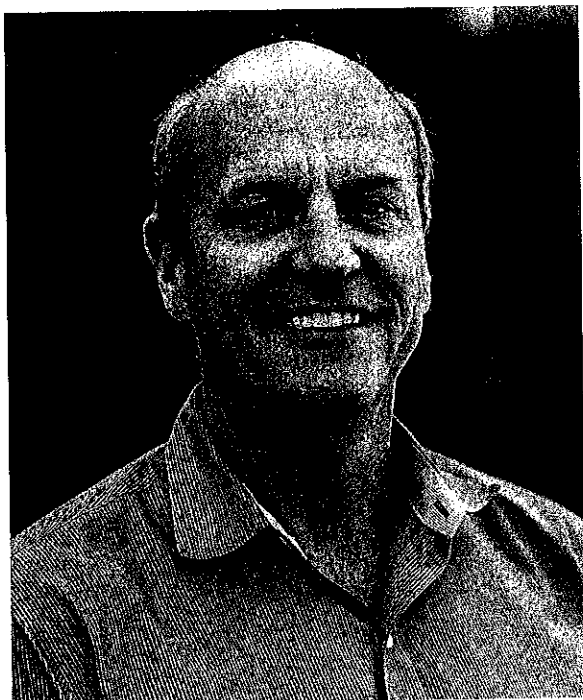
Merced County Mosquito Abatement District
Administration & Maintenance Buildings
Merced, CA

Stanislaus County Public Safety Center
Stanislaus County, CA

Stanislaus County Public Works
Administration Building
Stanislaus County, CA

Delano Safety Center Delano, CA

DPRA Headquarters and Visitor Center
Le Grange, CA



Steve Noll

Principal Landscape Architect
Design Workshop

As Principal of the Tahoe office, Steve has been fortunate to be involved with several land planning, redevelopment projects and resort master plans that have reshaped and helped define the surrounding communities. Because of the strict regulatory environment and difficult economic challenges associated with many of his projects, Steve has developed the respect and trust of clients while navigating projects through the complex permitting and implementation processes. In addition, he is involved with many community-based organizations where he provides guidance in areas of mixed-use planning, recreation and design planning, community design, and main street improvement plans.

EDUCATION

Bachelor of Landscape Architecture
California Polytechnic State University
San Luis Obispo, AC

CERTIFICATIONS & AFFILIATIONS

Registered Landscape Architect - Nevada No. 510, California No. 3300

Council of Landscape Architectural Regulatory Boards (CLARB), No. 1153

American Institute of Certified Planners

RELEVANT WORK

Placer County Government Center Auburn, CA

Mammoth Lakes Performing Art Center
Mammoth Lakes, CA

UNR Student Achievement Center Reno, NV

Jackie Lee Houston Convention Center
Palm Springs, CA

Resource Regen Campus Loyalton, CA

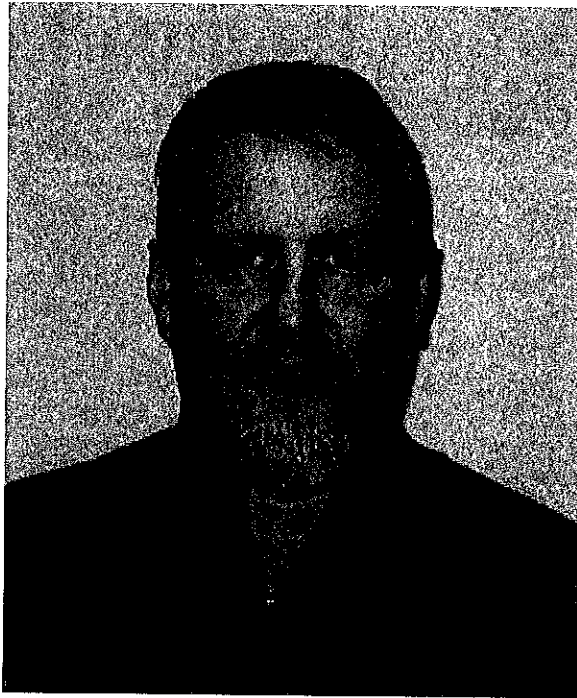
Northstar Master Plan and Village
Placer County, CA

Truckee Transit Center Relocation Study
Truckee, CA

UC Davis Erickson Education Center
Renovation Tahoe City, CA

Heritage Plaza Tahoe City, CA

Multi-generational Recreation and Aquatic
Center South Lake Tahoe, CA



Richard Smith

Principal Electrical Engineer
HCS Engineering

Richard graduated with Honors from California State University, receiving his Bachelor of Science in Electrical Engineering.

The past 30 years have allowed Mr. Smith to work in most areas of electrical engineering while he honed in on his skills in commercial, medical, office, school design, industrial electrical engineering and distribution systems, water/waste, water pump station design, power distribution and control systems design, substation design and computer network design.

EDUCATION

MS in Electrical Engineering, 2005
University of Idaho
Moscow, ID

BS in Computer Science, 1987
California State University
Chico, CA

CERTIFICATIONS & AFFILIATIONS

Registered Electrical Engineer, California, E14303

Certification by National Council of Engineer Examiners since 1995

Member, California Chapter of National Society of Professional Engineers

Past President Engineers Club of Stockton

Member, Tau Beta Pi Engineering Honor Society

RELEVANT WORK

City of Redding Panorama Park & Community Center Redding, CA

North East Stockton Library and Community Center Stockton, CA

Riverbank Community Center Riverbank, CA

East Lathrop Community Center Lathrop, CA

Loel Community Center Lodi, CA

Eureka High Gym Eureka, CA

Mountain View High School Gym
Mountain View, CA

Shilling Park Lathrop, CA

Victory Park Tennis Courts Stockton, CA

Stribley Baseball Fields Stockton, CA

Churn Creek Retail Center Redding, CA

Redding Caterpillar Dealer Solar Redding, CA

Savemart Redding, CA



Andre Mozaffari

Structural Engineer
Mozaffari Engineering

Andre is the President and owner at Mozaffari Engineering INC. In operation since 1990. He is responsible for dozens of multi-story steel framed buildings. He is an exclusive engineer for Save Mart supermarkets, and In-Shape Health clubs, specializing in commercial, industrial, residential, and multi-family structures.

EDUCATION

BS in Civil Engineering, 1985
California State University
Fresno, CA

Associate in Science in Architecture
Modesto Junior College
Modesto, CA

CERTIFICATIONS & AFFILIATIONS

Registered Civil Engineer
California, 43695

Registered Structural Engineer
California, 3959

Registered Structural Engineer
Guam, 1014

Registered Civil & Structural Engineer
Nevada, 12161

RELEVANT WORK

**City of Redding Panorama Park &
Community Center** Redding, CA

Coulterville Market Fire Restoration Coulterville, CA

**Modesto Nuts Stadium Remodel Project and
Expansion** Modesto, CA

**San Joaquin County Office of Education
Gymnasium** Stockton, CA

Escalon Community Center Escalon, CA

City of Patterson City Hall Patterson, CA

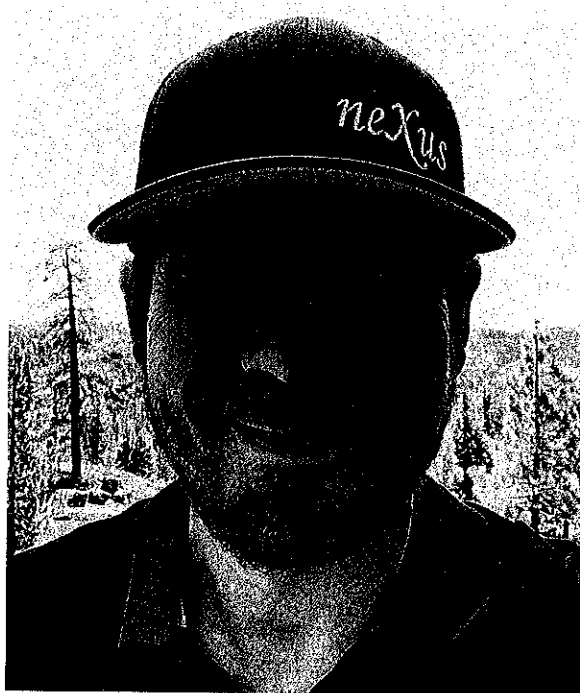
City of Palo Alto City Hall Remodel Palo Alto, CA

**Small World Park Amusement Safety
Investigations** Pittsburgh, CA

Robertson Park Arena Structural Upgrades
Livermore, CA

Mountain View Schools Gymnasium
Mountain View, CA

Maddux Youth Center Modesto, CA



Gary Leusink

Lead Mechanical Engineer
Nexus Engineering

Gary Leusink is a licensed mechanical engineer (California #M35928) that has been with the firm for 17 years and has 19 years of experience in facility mechanical and plumbing design. His responsibilities for design include healthcare, civic and schools, commercial tenant improvements and residential care.

He brings a unique perspective to mechanical design with the ability to see the small details of a project without losing the intent and focus of the project as a whole.

EDUCATION

BS in Mechanical Engineering, 2003
Dordt College
Sioux Center, IA

CERTIFICATIONS & AFFILIATIONS

Licensed as a Professional Mechanical Engineer
in California (M35928)
Member, American Society of Mechanical
Engineers (ASME)
Member, American Society of Heating,
Refrigeration, and Air Conditioning Engineers
(ASHRAE)

RELEVANT WORK

River Islands Police Station River Islands, CA

Escalon City Hall and Police Stations
Escalon, CA

Livingston City Hall Livingston, CA

Patterson City Hall Patterson, CA

Turlock City Hall Turlock, CA

Sylvan School District Corporation Yard with
Fleet Maintenance Modesto, CA

Patterson Corporation Yard Patterson, CA

Stanislaus County Superior Court Modesto, CA

Waterford Community Center Waterford, CA

Merced Administrative Building Merced, CA

On-Call Mechanical Services UC Merced,
Stanislaus County, San Joaquin County, City of
Modesto



Emily Bowen

Environmental Planner
C&B Planning

Ms. Bowen is an experienced environmental planner who assists Lead Agencies and developers in attaining environmental compliance pursuant to CEQA and NEPA. She has worked with several cities and counties throughout the California Central Valley, along with many Federal Lead Agencies, including the U.S. Bureau of Reclamation, the U.S. Department of Agriculture, the U.S. Environmental Protection Agency, and the U.S. Department of Energy. She has extensive knowledge in preparing documents for a multitude of project types, including industrial processing plants, dairies and other animal confinement facilities, solar energy generation facilities, and water transfers and related infrastructure between special districts.

EDUCATION

BS in Biology
California State University
Fresno, CA

MS in Green Building and Sustainable Design
University of California
Davis, CA

CERTIFICATIONS & AFFILIATIONS

LEED Accredited Professional, New Construction,
United States Green Building Council

Air Quality Management Certificate, San Joaquin
Valley Air Pollution Control District

Certified Green Building Professional, Build It
Green

Association of Environmental Planners (AEP)

RELEVANT WORK

Woodlake Civic Center Categorical Exemption

Tulare County Asphalt Plant EIR

Porterville Commercial Development IS/MND

Porterville Water Recharge Basin IS/MND

City of Sanger General Plan EIR

Porterville Waste Transfer Facility IS/MND

Porterville Westwood Development EIR

**Tule River Indian Housing Authority
Development** EA/FONSI

Tulare County Anderson Village EIR

Parlier WWTP Expansion IS/MND, CEQA+

**Hughson Wastewater Treatment Plant
Expansion** EIR

On-Call Environmental Planning
City of Fresno
City of Tehachapi



John Moreno

Cost Estimator
Sierra West Group

Mr. Moreno offers a diverse range of construction expertise. He brings with him over 25 years of experience in construction and estimating. Specializing in mechanical and electrical work, his participation ranges from the conceptual planning phase through design and final construction. With an extensive knowledge base, Mr. Moreno has a proven record and is known for his ability to work with clients to produce quality results.

EDUCATION

RS Means- Electrical Estimating

RS Means- Mechanical Estimating

CSUS & ARC-Estimating & Construction
Management

CERTIFICATIONS & AFFILIATIONS

Association of Professional Estimators- (ASPE)

Construction Specifications Institute- (CSI)

Association of General Contractors- (AGC)

RELEVANT WORK

City of Sacramento City Hall Sacramento, CA

City of Redding Panorama Park &
Community Center Redding, CA

Superior Court of California Calaveras - New
San Andreas Courthouse San Andreas, CA

Superior Court of California San Joaquin - New
Stockton Courthouse Stockton, CA

Superior Court of California Merced - New
Merced County Courthouse Merced, CA

Auburn Justice Center Auburn, CA

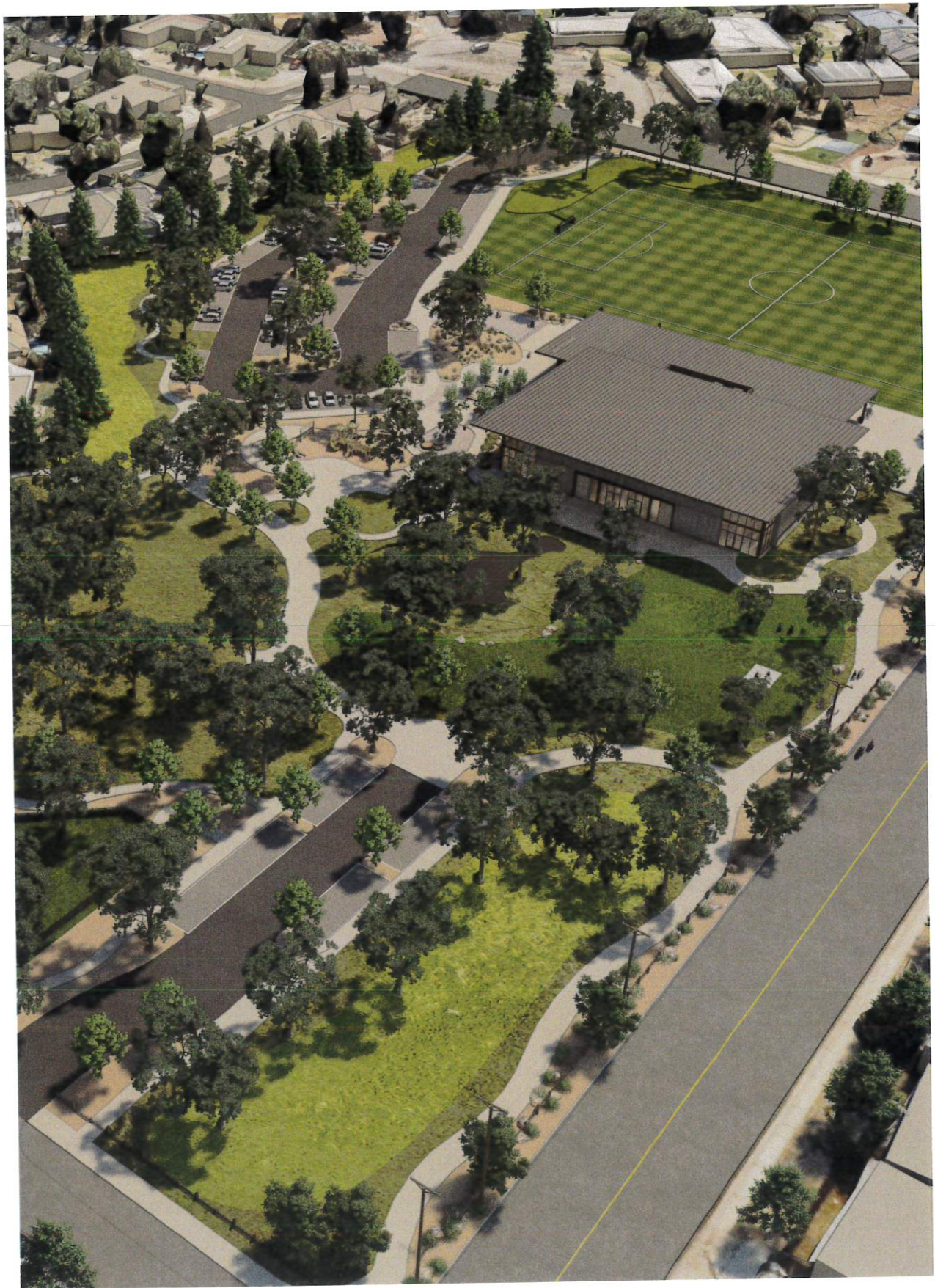
City of Lincoln New Lincoln City Hall
Lincoln, CA

Travis County Courthouse Austin, TX

Kern County Superior Courthouse
Bakersfield, CA

Sacramento County Courthouse
Sacramento, CA

Project Experience **4**





Panorama Park & Community Center

REDDING, CALIFORNIA

The City of Redding's new community center serves as the activity hub for a 10.5 acre park. The facility features flexible indoor-outdoor spaces, multiple activity rooms to serve all ages, and a 15,000 SF gymnasium to host basketball, volleyball, and pickle ball games.

Nestled within a rolling landscape of mature oaks, park trails weave between open meadows, an educational marsh, play areas, sports fields, dog parks, an outdoor public plaza, and event lawn with natural open spaces to relax, unwind, and explore.

CLIENT

City of Redding

PROJECT RELEVANCE

Parks and Recreation
Grant funding support
Interior design
Public Works engagement

\$24 million

2022-2025





Access Center

LODI, CALIFORNIA

Utilizing existing City and State resources, the Lodi Access Center Shelter centralizes a wide range of services for homeless residents. The facility will include a 15,000 SF multipurpose commissary space, administration offices, and 130 individual shelters within a safe and secure, tree-lined, garden setting in a mixed-use neighborhood.

On-site administration and support services will assist residents in their transition from homelessness to full reintegration into society. Training, transportation, job placement assistance, meals, basic sanitation, and rehabilitation services act as a bridge to healing. The shelter welcomes residents with a veterans memorial, dog park, walkways and meditation gardens. All within walking distance of public transportation, workplace opportunities and a thriving downtown.

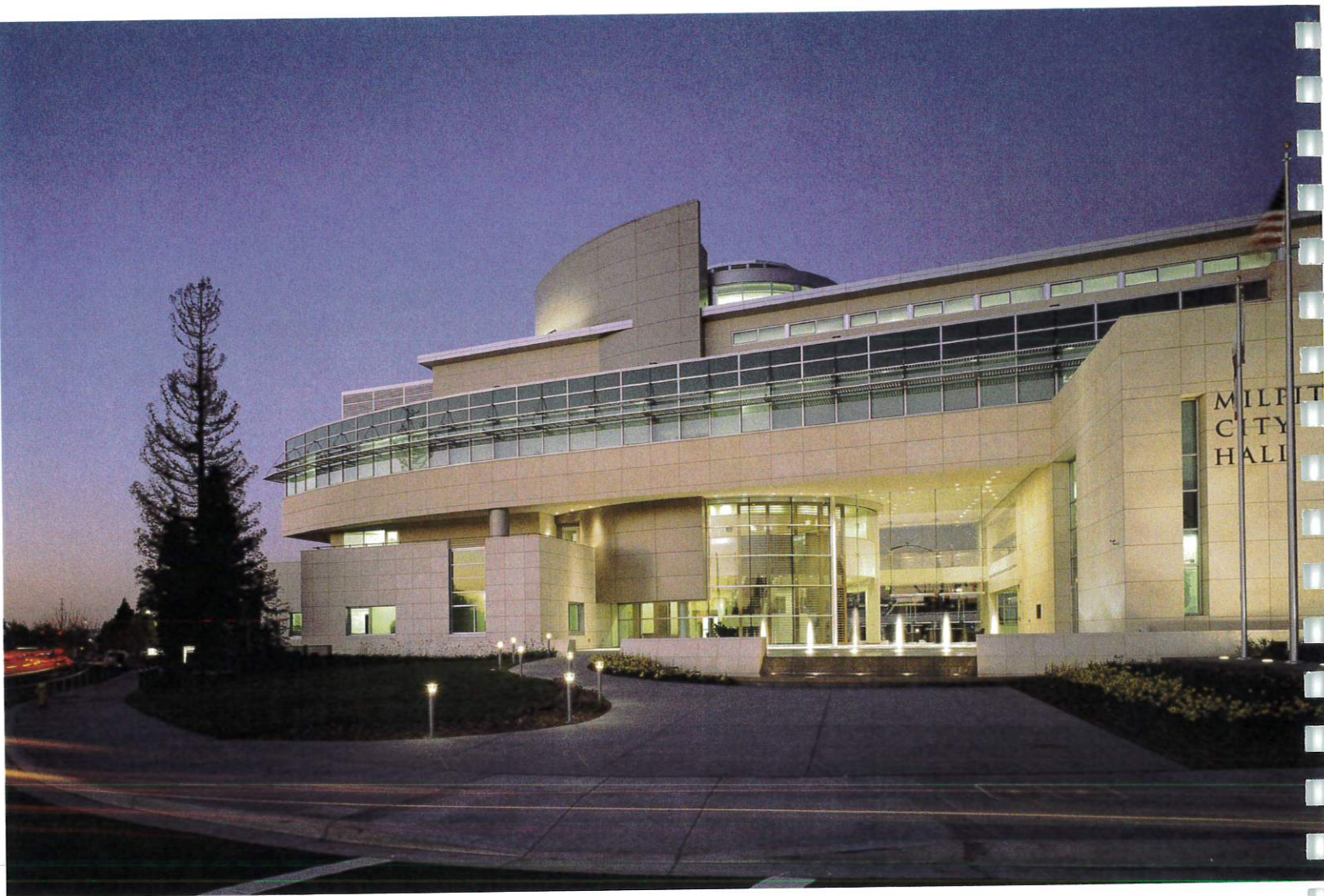
CLIENT
City of Lodi

PROJECT RELEVANCE
Public project
Programming
Feasibility study
Master planning
Targeted development Site
City Staff Coordination

33,000 sf

\$12 million

2024



Milpitas Civic Center Renovations

MILPITAS, CALIFORNIA

Renovations for the City of Milpitas Civic Center, include analysis of existing conditions deficiencies and proposed design solutions for several existing buildings, including the Community Center and Police Department.

Efficiency, safety, public access, and scheduling within limited activity calendars are crucial factors to the success of improvements.

CLIENT

City of Milpitas

PROJECT RELEVANCE

Public Project
Renovation
Programming
Safety
Cost-effectiveness
Limited timeline

\$500,000

Completed in 2023



City of Lodi City Hall Improvements

LODI, CALIFORNIA

Working closely with the Public Works and Community Development Departments, NJA was tasked with providing updated safety and security measures for City Hall public access areas across two stories. Design was considered at a detailed level, mindful to maintain and preserve the historic character of the building.

Budget was an important aspect of the project, and NJA worked with the City to re-purpose existing materials and casework elements wherever possible to keep new building materials to a minimum. The goal throughout was to integrate existing elements, creating a seamless transition from old to new, while providing City staff and the public with a higher degree of safety and security.

CLIENT

City of Lodi

PROJECT RELEVANCE

Public project
Tenant improvement
Interior design
City Department coordination

\$180,000

2021





Merced County Mosquito Abatement District Administration & Maintenance Buildings

MERCED, CALIFORNIA

NJA and F+H Construction worked with the District to deliver a Design-Build project envisioning a comprehensive site master plan, facility expansion, and replacement of existing buildings. A sense of safety and security for the public, District staff, and physical assets was a guiding factor for master plan development for the District. A publicly accessible outdoor plaza, lobby, and board room ensure that citizens have ready access to resources and information in the Administration Building. Nine private offices, open work areas, storage spaces, a locker room, and an indoor-outdoor break space comprise the office building that serves as the base of operations for field technicians.

District staff serve a vital public safety function, ensuring health and vector control for residents across the entire County. High visibility to ensure a sense of safety and security were top priorities for site and building access and circulation. The campus includes two additional structures, an enclosed, secured parking building serving a fleet of 20 trucks with a separate wash bay, as well as a four-bay maintenance shop.

CLIENT

County of Merced
Mosquito Abatement District

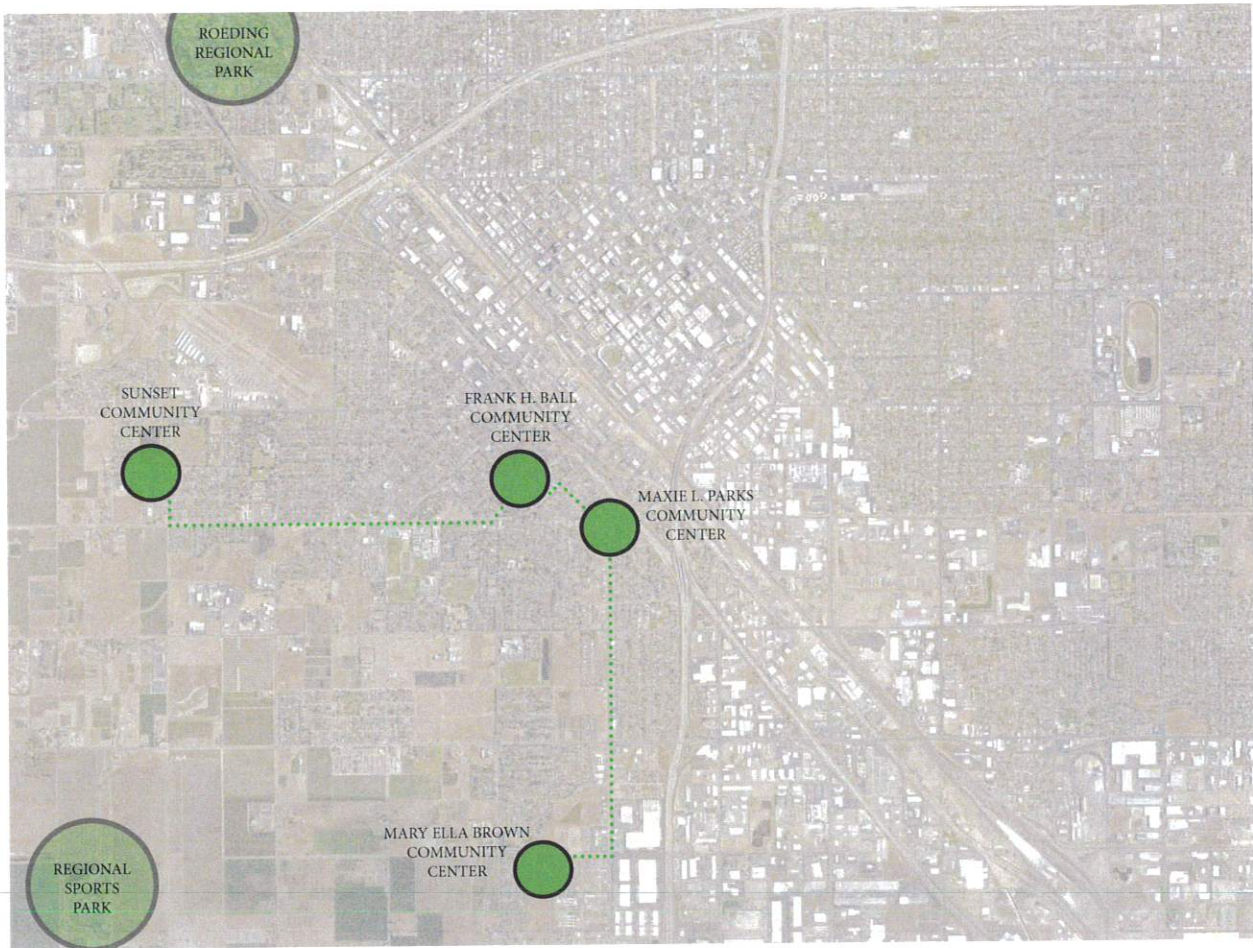
PROJECT RELEVANCE

Public Project
Design-Build Delivery
County Agency Coordination
Security & Safety Improvements

15,000 sf

\$9.5 million

2023-2024



Community Centers Master Plan

FRESNO, CALIFORNIA

NJA Architecture will undertake a master planning effort to identify opportunities for site improvements at four West Fresno Community Centers – Sunset, Mary Ella Brown, Maxie L. Parks, and Frank H. Ball. The goal of the project is to develop the basis of design and rehabilitation options that will provide improved accessibility, features and amenities, aesthetics, safety, and comfort at the community centers for the residents of southwest Fresno.

The master planning report will present site evaluations and analysis, findings from an extensive community outreach campaign, and rehabilitation options for each site.

CLIENT

City of Fresno

PROJECT RELEVANCE

Public Project
Renovation
Programming
Safety
Cost-Effectiveness
Limited Timeline

\$20-\$30 million

2023-2026



Performing Arts Center

MAMMOTH LAKES, CALIFORNIA

Design Workshop was retained to develop a master plan for the Educational and Cultural District that includes a performing arts theatre. Located at the edge of town and adjacent to the community college, the district also provides an opportunity for a secondary gateway to the Town Center. Design Workshop created a synthesized master plan for ongoing and future development for the cultural district.

The team developed core principles to guide the vision of the district to establish connections to amenities around the site, unifying the district and campus with a sense of place, and creating an amenity that is an educational and cultural hub. Program elements include a performing arts theatre and outdoor amphitheater, providing an anchor and identity to the campus, National Wounded Warrior Center, and a trails and circulation plan that connects the campus with the community.

CLIENT

Mammoth Lakes Foundation

PROJECT RELEVANCE

Public project
Master plan
Land planning

Project By Design Workshop





Jackie L. Houston Convention Center

PALM SPRINGS, CALIFORNIA

Creating an elegant balance between sustainable demonstration of the desert environment and a flexible programmed plaza space for outdoor events and exhibits was the overarching design concept behind this 1.75 acre plaza. Since being built, the plaza has brought meaning and focus to the space located at the front door of the newly expanded convention center.

A desert demonstration and sculpture garden is located on the back half of the site which connects the architecture of the convention center building to the views of the San Jacinto Mountains. A main event plaza unifies the spaces as well as a "red carpet" entry located on axis from the lobby and main entry.

Maintaining the aesthetic of Palm Springs Style, Design Workshop worked closely with the City including the Mayor, City Council Members and representatives from the Convention Center to create a dynamic space that has a lasting and memorable impression on visitors and residents alike.

CLIENT
City of Palm Springs

PROJECT RELEVANCE
Public project
Landscape architecture
Public Agency coordination

Project By Design Workshop



UNR Student Achievement Center

RENO, NV

Design Workshop was engaged to assist with the design the new Pennington Student Achievement Center at UNR. The building and plaza bring together vital student centers formerly scattered through six different buildings throughout the campus under one roof. Design Workshop provided all site design services, including conceptual layout and grading. Coordination with the architect ensured that accessibility features were integrated as part of the site solutions while creating seamless transitions to building entries.

The site presented many topographic and programmatic challenges and the design addresses a university shuttle route stop, building access and accessible student pathways that link to the north and south of campus. These new student-centered areas promote an active and navigable series of spaces that unite the historical quad to the south and the new facilities to the north, promoting higher achievement, connectivity and an element of campus pride.

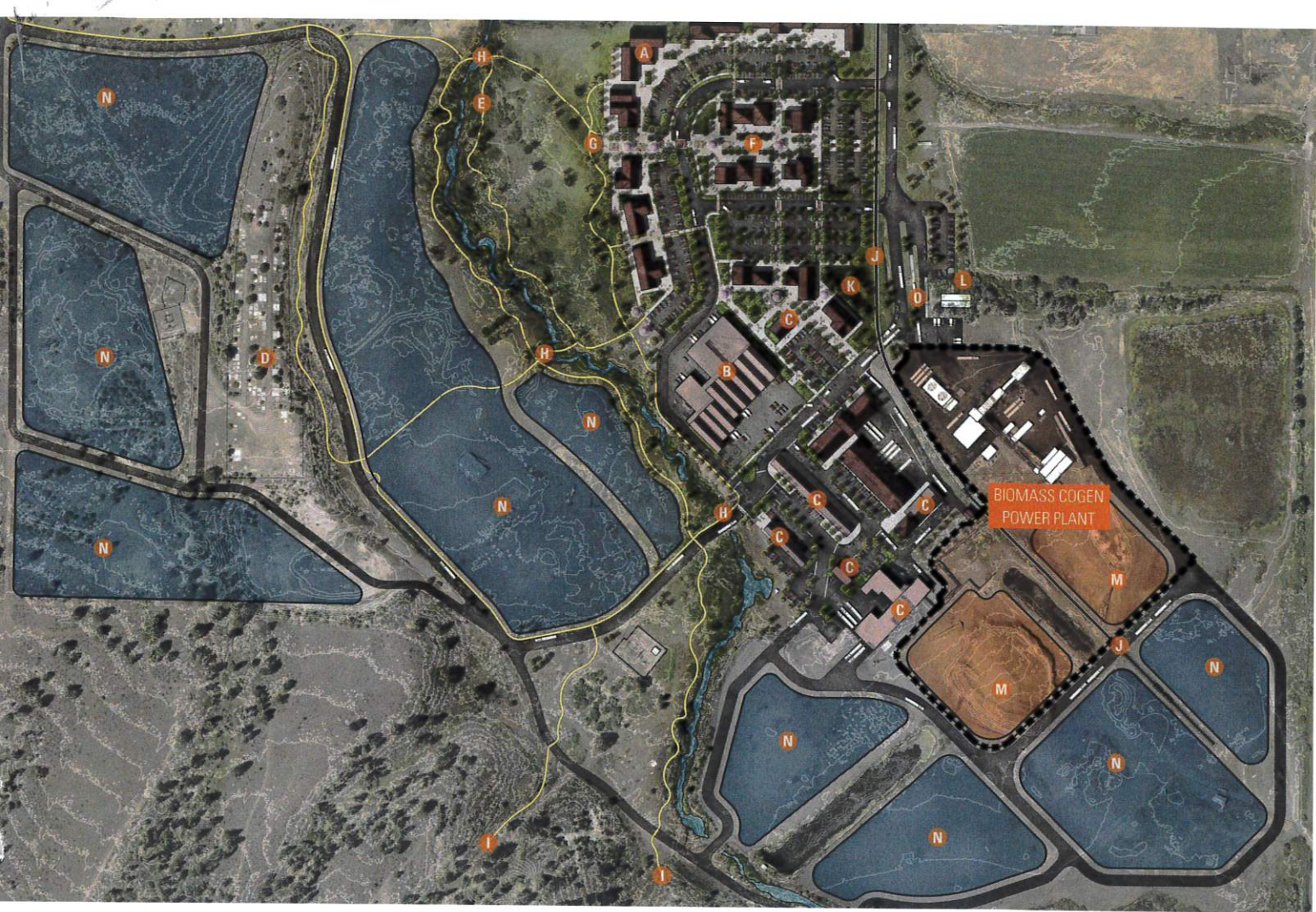
CLIENT

University of Nevada, Reno

PROJECT HIGHLIGHTS

Campus planning
Urban design
Site analysis

Project By Design Workshop



Resource Regen Campus

LOYALTON, CALIFORNIA

Design Workshop was retained to create a master plan for a mixed-use educational & industrial campus in the beautiful Sierra Valley. The concept for the 216-acre site is to expand the former sawmill site into much more than just a renewable energy power plant. The ultimate outcome is to maximize systemic impact on forest health by scaling innovative advanced wood processing technologies that will become a steady 'consumer' of forest thinnings and residuals.

The campus features a 20MW biomass cogeneration power plant together with exceptional in-place infrastructure in well-suited to the establishment of a wide variety of manufacturing, research and educational facilities. The mission of the campus is to provide infrastructure resources which will foster the commercial success of advanced wood products technologies and research-related business that realize the solutions to preserve the headwaters of the Sierra Nevada region.

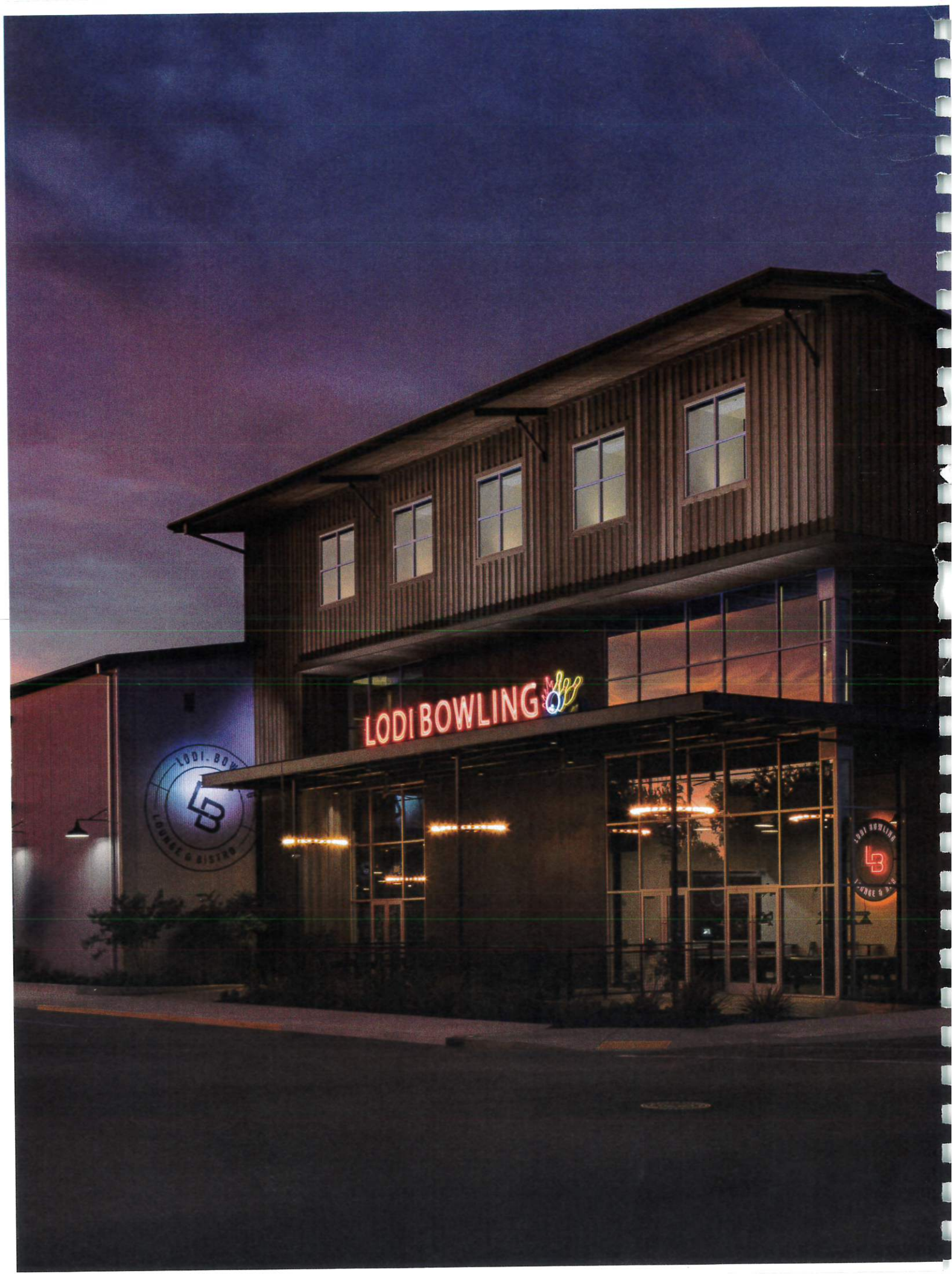
CLIENT

Sierra Business Council

PROJECT RELEVANCE

Master planning
Site design
Landscape architecture

Project By Design Workshop





Client References

JOHN DELLA MONICA

City of Lodi Community Development Director
209.331.3554
jdellamonica@lodi.gov
Reference for all City of Lodi projects

TRAVIS MENNE

City of Redding Community Development Director
530.245.7176
tmenne@cityofredding.org
Reference for Panorama Park Community Center

RHIANNON JONES

Merced County MAD, General Manager
209.722.1527
mcmadmgr@gmail.com
Reference for MCMAD

JENNIFER RHYNE

City of Lodi Neighborhood Services Manager
209.269.4519
jrhyne@lodi.gov
References for Lodi Access Center

CHARLES SWIMLEY

City of Lodi Public Works Director
209.333.6706
cswimley@lodi.gov
References for City of Lodi City Hall Improvements

STEVE SCHWABAUER

Former City of Lodi City Manager
209.329.0250
Reference for all City of Lodi projects



NJA

Fee Breakdown

Below is our fee breakdown based on the tasks described within our proposal and the scope of work outlined in the RFP.

TASK #1 REVIEW PROJECT

Landscape	\$500
Architectural	\$4,800
Subtotal	\$5,300

TASK #2 SITE ANALYSIS

Landscape	\$1,700
Architectural	\$8,000
Subtotal	\$9,700

TASK #3 PROGRAM REQUIREMENTS

Architectural	\$8,000
Subtotal	\$8,000

TASK #4 SQUARE FOOTAGE ANALYSIS

Architectural	\$3,200
Subtotal	\$3,200

TASK #5 DESIGN SOLUTIONS

Landscape	\$14,000
Architectural	\$24,000
Subtotal	\$38,000

TASK #6 RENDERINGS

Landscape	\$6,000
Architectural	\$9,600
Subtotal	\$15,600

TASK #7 COST ESTIMATION

Cost Estimation provided at no additional cost

Fee Breakdown

TASK #8 CEQA

See Recommended Additional Services Below

TASK #9 COMPREHENSIVE MASTER PLAN

Landscape	\$3,500
Architectural	\$6,400
Subtotal	\$9,900

GRAND TOTAL FOR ABOVE TASKS

\$89,700

Below are recommended additional services that we feel would benefit the project greatly and provide valuable information for progressing the project from a master planning effort to the next step of Construction Documents.

RECOMMENDED ADDITIONAL SERVICES

CEQA (if Initial Study is required)	\$13,900
Construction Cost Estimating	\$8,800

Hourly Rate Sheet

NJA ARCHITECTURE HOURLY RATES

Owner/Principal Architect	\$210/hr
Senior Project Designer/Manager	\$195/hr
Project Architect/Manager	\$175/hr
Project Designer	\$155/hr
Architectural Staff Level 2	\$110/hr
Architectural Staff Level 1	\$90/hr

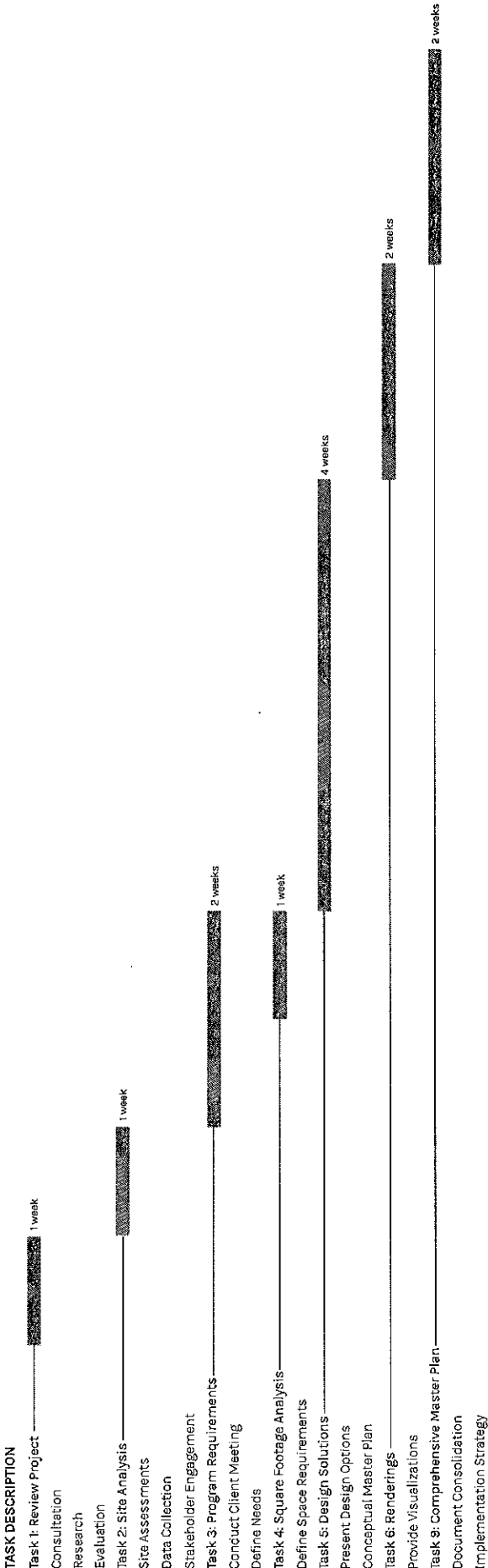
REIMBURSABLE EXPENSES

Travel Time	Based on Hourly Rates
Mileage	IRS Value + 15%
Print (30"x42") Black & White Sheet	\$6.56/sheet
Print (24"x36") Black & White Sheet	\$4.00/sheet
Print (12"x18") Black & White Sheet	\$1.00/sheet
Print (8.5"x11") Black & White Sheet	\$0.15/sheet
Print (12"x18") Color Sheet	\$1.50/sheet

SUBCONSULTANT HOURLY RATES

DESIGN WORKSHOP	
Principal II	\$250/hr
Associate Landscape Architect	\$150/hr

Preliminary Schedule



Jan 2024 Feb 2024 Mar 2024 Apr 2024

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is entered into by and between the City of Hughson, a California municipal corporation ("**City**") and NJA Architecture ("**Consultant**").

RECITALS

Whereas, City has determined that it requires the following professional services from Consultant: Professional Architectural Design Services ; and

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

Whereas, 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**": Such professional services as are set forth in Consultant's proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

1.2. "**Approved Fee Schedule**": The compensation rates set forth in Consultant's fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

1.3. "**Schedule of Services**": The schedule that identifies when certain services, work and other items are to be completed and delivered to City attached hereto as Exhibit C and incorporated herein by this reference.

2. TERM

The term of this Agreement will commence on January 23, 2024 and will expire on December 31, 2024, unless terminated sooner in accordance with Section 15 of this Agreement; provided, however, this Agreement may be renewed at the option of City by written notice to Consultant at least thirty (30) calendar days before expiration of any term, of its intention to renew this Agreement. Nothing in this Agreement requires City to renew or extend this Agreement.

3. CONSULTANT'S SERVICES

3.1 Consultant shall perform the services identified in the Scope of Services ("**Services**"). City shall have the right to request, in writing, changes in the Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by a written amendment or change order to this Agreement.

3.2 Consultant shall perform all Services to the professional standards of Consultant's profession. 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 During the term of this Agreement, the Consultant shall disclose to City any financial, business, or other relationship with City or any third-party that may have an impact upon the outcome of this Agreement or any ensuing City construction project. The Consultant shall also disclose to City Consultant's current clients who may have a financial interest in the outcome of this Agreement or any ensuing City construction project which will follow.

3.4 Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any City employee.

3.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be fully qualified and authorized to perform it under federal, state and local laws.

3.6 Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any consultant or contractor or agent of Consultant (each, a "**Subconsultant**"), and no sub-agreement shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its Subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its Subconsultants is independent from City's obligation to make payments to the Consultant.

3.7 Consultant shall perform the Services with resources available within its own organization and no portion of the Services shall be subcontracted without the prior written authorization of City, except that which is expressly identified in the Approved Fee Schedule.

3.8 All sub-agreements entered into by Consultant as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to Subconsultants unless otherwise noted.

3.9 Any substitution of Subconsultant(s) must be approved in writing by City prior to the start of work by the Subconsultant(s).

4. ADDITIONAL SERVICES.

Additional work may be required by City in connection with the Services. Such additional work shall be performed as set forth in a written amendment to this Agreement. Each amendment providing for additional work must list the scope of the additional services to be performed, state the time within

which they are to be completed, delineate any special conditions, and state the compensation in accordance with the terms provided in Section 5 of this Agreement.

5. COMPENSATION, ALLOWABLE COSTS, AND PAYMENTS

5.1. All payments by City to Consultant as required under this Agreement will be based on a fixed fee or hourly rate.

5.2. City will pay to Consultant as consideration for all Services to be performed pursuant to this Agreement an amount not-to-exceed ONE HUNDRED AND THREE THOUSAND SIX HUNDRED DOLLARS (\$103,600).

5.3 Consultant will submit monthly invoices to City, specifying Services completed. Each invoice must itemize the services rendered during the billing period and the amount due.

5.4. Monthly invoices shall include the following information:

5.4.1 City Agreement number.

5.4.2 Direct Labor charges billed by class of employee, rate per hour and number of hours.

5.4.3 Overhead charges, as applicable.

5.4.4 Indirect Costs related to travel, lodging, meals and incidental charges as described in the Approved Fee Schedule.

Any additional direct or indirect costs not specifically identified in this Agreement must be approved by City before any request for reimbursement can be made by Consultant.

5.5 City shall notify Consultant, in writing, of any disputed amounts included on the 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.

5.6 City is not obligated to pay any invoice submitted 180 days or more after a Product is shipped or Services are completed.

5.7. City shall not advance Consultant for any costs in the performance of this Agreement. City shall pay Consultant for any reimbursable costs upon 1) providing proper supporting documentation for the cost in its monthly billings and 2) completion of the activity in which the cost was incurred by the Consultant.

5.8. City will make best efforts to reimburse Consultant within thirty (30) days of receipt of an acceptable invoice approved by the City. City shall notify Consultant, in writing, of any disputed amounts included on the 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

6. PROJECT SCHEDULE

Consultant will perform and deliver the Services according to the Schedule of Services. The Schedule of Services may be extended by the written consent of Consultant and City and only in the event that such extension is necessary due to significant revisions to the Services or the Schedule of Services (or both) caused by City or other reviewing agency.

7. FAILURE TO MAKE REASONABLE PROGRESS

City reserves the right to suspend reimbursement in the event Consultant fails to make reasonable progress in the performance or the delivery, or both, of the Services.

8. 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. However, the written products are not intended or represented to be suitable for reuse by City on extensions of the Services or any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. 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.

9. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor and not an employee of City. 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 any Subconsultant is, or that any of Consultant's or Subconsultant's agents or employees are, in any manner employees of City.

10. 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. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement, provided Consultant may retain an archival copy of such data for its project files subject to confidential treatment.

11. INDEMNIFICATION

11.1. 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 that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or any of its officers, employees, servants, or Subconsultants in the performance (or non-performance) of the Services or this Agreement (or both). Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

11.2. 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 11 or related to Consultant's failure to: (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws, or (iii) both (i) and (ii).

11.3. Consultant agrees to obtain executed indemnity agreements from each and every Subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of the Services whereby each Subconsultant or other person or entity involved in the performance of the Services agrees to indemnify, defend, and hold harmless City to the same or greater extent as Consultant has agreed to indemnify, defend, and hold harmless City as set forth in 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 negligence, recklessness, or willful misconduct of Consultant's Subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of the Services or this Agreement (or both). Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

11.4. The obligations of Consultants under this Section 11 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

11.5. 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. Consultant's obligations to defend, hold harmless, and indemnify City will apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

12.1. Consultant will not commence the Work until all insurance required pursuant to this Agreement is obtained at Consultant's own expense. Consultant must furnish certification of insurance within five (5) days after this Agreement is executed and prior to issuance of the Notice to Proceed. Such insurance must have the approval of City as to limit, form and amount. During the term of this Agreement, Consultant must 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 the Work or this Agreement (or both). Such insurance shall be of the types and in the amounts as set forth below:

12.1.1 Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate as respects products/completed operations if applicable.

a. Coverage must include:

- (1) Premises and Operations;
- (2) Broad Form Property Damage;
- (3) Products and Completed Operations;
- (4) Contractual Liability;
- (5) Personal Injury & Advertising Liability;
- (6) Independent Contractor's Liability;
- (7) Cross Liability and Severability of Interest.

b. Such insurance must include the following endorsements, copies of which must be provided to City:

- (1) Inclusion of City and their directors, officers, representatives, agents and employees as additional insured as respects to Consultant's services or operations under this Agreement;
- (2) Waiver of Subrogation in favor of City and their directors, officers, representatives, agents and employees; and
- (3) Stipulation that the insurance is primary insurance and that no insurance or self-insurance of the City will be called upon to contribute to a loss.

12.1.2 Automobile Liability Insurance for bodily injury (including death) and property damage which provides limits of liability of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable for all owned, non-owned and hired vehicles.

12.1.3 Statutory Workers' Compensation and Employers' Liability Insurance for not less than One Million Dollars (\$1,000,000) per accident applicable to Employers' Liability coverage for all employees engaged in services or operations under this Agreement. The policy must include Broad Form All States/Other States coverage. Coverage must be specifically endorsed to include the insurer's waiver of subrogation in favor of City and their directors, officers, representatives, agents and employees, a copy of which will be provided to City.

12.1.4 Professional Liability Insurance for damages arising out of Consultant's acts, errors or omissions. The policy must provide a coverage limit of not less than Two Million Dollars (\$2,000,000) per claim/aggregate as respects Consultant's services under this Agreement. Such insurance must be maintained for a period of not less than two (2) years following completion of services.

~~12.1.5 Cyber Coverage for damages arising out of Consultant's use of data network that may be subject to cyber security breaches, privacy breaches, and hacking attacks. The policy must provide a coverage limit of not less than Two Million Dollars (\$2,000,000) per claim/aggregate as respective Consultant's services under this Agreement for Network Security and Privacy Liability. Such insurance must be maintained for a period of not less than two (2) years following completion of services.~~

12.1.6 Umbrella/Excess Liability insurance on an occurrence basis in excess of the underlying insurance described above which is at least as broad as each and every one of the underlying policies. The policy must provide coverage limits of not less than \$1,000,000 (each claim), \$1,000,000 (general aggregate), and \$1,000,000 (products & completed operations aggregate). Umbrella limits may be used to satisfy limit requirements as long as the total amount of insurance is not less than the limits specified in this Agreement.

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

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

12.4. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may (in addition to any other remedy provided by this Agreement, law, or equity) either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

12.5. 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 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).

12.6. 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 ten (10) days prior to the expiration of the coverages.

12.7. All policies must be endorsed to provide the City with thirty (30) calendar days prior written notice of any cancellation, reduction, or material change in coverage. Notices, including evidence of

insurance, must be forwarded to:

City of Hughson

PO Box 9
Hughson, CA 95326

Consultant will submit certifications confirming that the insurance has been renewed and continues in place.

12.8. 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.

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

12.10. Any deductibles or self-insured retentions must be declared to and approved by City

12.11. 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 the terms of this Agreement.

13. MUTUAL COOPERATION

13.1. 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. Consultant shall be entitled to reasonably rely upon the accuracy and completeness of such information and materials, provided that Consultant shall provide City prompt written notice of any known defects in such information and materials.

13.2. 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.

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

If to Consultant:

NJA Architecture

PO Box 9
Hughson, CA 95326
Attn: City Manager
(209) 883-4054

212 W. Pine St., Suite 1
Lodi, CA 95240
Attn: Nick Seward
(209) 400 6080

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 11, and Section 13.2 of this Agreement shall survive the expiration or termination of this Agreement.

16. DEFAULT AND TERMINATION

16.1 Consultant shall be liable for any and all loss and damages sustained by City as a result of delays resulting from any breach of this Agreement by Consultant.

16.2. If at any time City shall have reasonable doubt that Consultant has the ability to perform or complete the Services in the time and manner hereunder set forth because of Consultant's financial condition, or insufficient manpower, equipment, or materials, Consultant shall immediately furnish adequate assurance of its ability to perform satisfactorily to City. The failure of Consultant to furnish such assurance shall be deemed an event of default of this Agreement.

16.3 All of the following shall constitute events of default, which is not an exclusive list:

16.3.1 Consultant's failure to perform in full or in material part any or all of its obligations under this Agreement.

16.3.2 The filing against Consultant of an involuntary petition seeking to declare Consultant a debtor under the Bankruptcy Code if such involuntary petition is not dismissed within thirty (30) days after filing, or the granting of an order of relief against Consultant by the Bankruptcy Court, the commission of any act of insolvency, or making of an assignment for benefit of creditors without City's consent, or if for any cause a receiver shall be appointed for Consultant or Consultant's assets or interests under this Agreement.

16.3.3 Any act or omission by Consultant that would provide a basis for any claim by City against Consultant under applicable law, whether for damages or other legal remedy.

16.4 Should City terminate this Agreement due to the default of Consultant, Consultant shall owe as a debt to City all money damages sustained by City, including without limitation the following:

- Any increased cost required to complete Services of the terminated Consultant.
- Any delay damages, including increased bank penalties or interest and all other financial damage, caused by delay in completion of Services due to replacement of Consultant.

- All other costs and damages sustained by City due to any default of Consultant.

16.5 If City, in its subjective good faith judgment, determines that the Services has been improperly performed, has caused delay, or has caused damages to other work performed by Other Consultants, and if Consultant refuses or for any reason is unable to correct or pay for the improper Services, damage, or cost of delay, City may correct or pay for the correction of the improper Services, damages, or cost of delay and charge the costs to Consultant, which costs may be deducted from any monies owed by City to Consultant.

16.6 City may terminate this Agreement at any time for any reason by written notice to Consultant. Effective on receipt of such notice of termination from City, Consultant will cease all Services unless otherwise directed by City in writing. Upon such termination, Consultant may submit an invoice or invoices to City in amounts which represent the compensation specified herein for Services actually performed to the date of such termination and for which Consultant has not been previously compensated. Upon payment of the amount due, City will be under no further obligation to Consultant, financial or otherwise, and it is agreed that Consultant will not have any claim and will not be entitled to recover monetary damages for lost or anticipated profits for remaining work or for lost or anticipated profits based in any way on forgoing or not seeking, bidding or entering into other contracts or projects in reliance upon this Agreement.

17. GENERAL PROVISIONS

17.1. Consultant shall not delegate, transfer, 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. The captions and headings in this Agreement are intended to be descriptive only and for convenience in reference in this Agreement. Should there be any conflict between the Heading and the specific content of a section or paragraph, the specific content of the section and paragraph shall control and govern in the construction and interpretation 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).

17.3. 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.

17.4. 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.

17.5. 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.

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

17.7. 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 to this Agreement and change orders shall be effective and binding only if made in writing and executed by City and Consultant.

17.8 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, City and Consultant each shall deliver original counterparts to the other on or before FIFTEEN (15) days from the date hereof.

City

[insert name of consultant]

By: _____

By:  _____

Merry Mayhew
City Manager

Name: NICK SEWARD, OWNER
NJA ARCHITECTURE

Date:

Date: 1/19/2024

Attest:

By _____
Ashton Gose, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Andy Pinasco, City Attorney

Date:

EXHIBIT "A"
SCOPE OF SERVICES

[to be attached]

EXHIBIT "B"
APPROVED FEE SCHEDULE

[to be attached]

EXHIBIT "C"
SCHEDULE OF WORK

[to be attached]