



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

**AGENDA
MONDAY, AUGUST 22, 2022 – 6:00 P.M.**

How to participate in, or observe the Meeting:

- In person in the City Council Chambers and submit public comment when invited during the meeting.
- Interactively, via WebEx Videoconference, by accessing this link:
<https://cityofhughson.my.webex.com/cityofhughson.my/j.php?MTID=m33831736a25031b29a933b3437ef0034>

Meeting Number: 2556 716 0295

Password: JGdWFt47MP2
(54393847 from phones and video systems)

- Observe only via YouTube live, by accessing this link:
https://www.youtube.com/channel/UC-PwkdlrKoMmOJDzBSodu6A?view_as=subscriber

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

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

CALL TO ORDER: Mayor George Carr

ROLL CALL: Mayor George Carr
Mayor Pro Tem Harold Hill
Councilmember Ramon Bawanan
Councilmember Samuel Rush
Councilmember Michael Buck

FLAG SALUTE: Mayor George Carr

INVOCATION: Hughson Ministerial Association

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

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

2. PRESENTATIONS: NONE.

3. CONSENT CALENDAR:

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

3.1: Approve the Minutes of the Regular Meeting of August 8, 2022.

3.2: Approve the Warrants Register.

3.3: Review and Approve the Treasurer's Report for June 2022.

3.4: Approve the Purchase and Install Three Air Conditioning Units by Holl Heating and Air Conditioning, for a Total Cost of \$51,834.

- 3.5:** Approve the Installation of Concrete at the Senior Community Center and at Hughson Police Services by V. Rivera Concrete, for a Total Cost of \$22,444.71.
- 3.6:** Adopt Resolution No. 2022-40, Approving the Professional Services Agreement with Condor Earth Technologies, Inc. for MS4 Permit Support.
- 3.7:** Approve a Response Letter to the Stanislaus County Civil Grand Jury Report on Homelessness, Case # 22-05GJ.

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS:

- 6.1:** Adopt Resolution No. 2022-41, Approving the Installation of a Turlock Irrigation District Electric Vehicle Station at 7018 Pine Street, Hughson, and Authorizing the City Manager to Execute the Agreement and Site Verification Form.

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager:

Deputy City Clerk:

Community Development Director:

Director of Finance and Administrative Services:

Police Services:

City Attorney:

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

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

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

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

WAIVER WARNING

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

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

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

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

UPCOMING EVENTS:

September 5	▪ Labor Day - City Hall Closed
September 12	▪ City Council Meeting, City Council Chambers/WebEx Videoconference/YouTube Live Stream, 6:00 PM
September 13	▪ Parks, Recreation and Entertainment Commission Meeting, City Council Chambers, 6:00 PM
September 20	▪ Planning Commission Meeting, City Council Chambers, 6:00 PM

September 26	<ul style="list-style-type: none">▪ Economic Development Committee Meeting, City Hall, 4:30 PM
September 26	<ul style="list-style-type: none">▪ City Council Meeting, City Council Chambers/WebEx Videoconference/YouTube Live Stream, 6:00 PM

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

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

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

AFFIDAVIT OF POSTING

DATE: August 19, 2022 **TIME:** 1:00 PM
NAME: Ashton Gose **TITLE:** Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.1

SECTION 3: CONSENT CALENDAR

Meeting Date: August 22, 2022
Subject: Approval of the City Council Minutes
Presented By: Ashton Gose, Deputy City Clerk
Approved By: Merry Mayken
City Manager

Staff Recommendation:

Approve the Minutes of the Regular Meeting of August 8, 2022.

Background and Overview:

The draft minutes of the meeting on August 8, 2022 are prepared for the Council's review.



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

**MINUTES
MONDAY, AUGUST 8, 2022 – 6:00 P.M.**

CALL TO ORDER: Mayor George Carr

ROLL CALL:

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

Staff Present: Merry Mayhew, City Manager
Daniel Schroeder City Attorney
Anna Nicholas, Director of Finance and Admin Services
Carla Jauregui, Community Development Director
Sarah Chavarin, Accounting Manager
Fidel Landeros, Chief of Police
Jose Vasquez, Public Works Superintendent
Jaime Velazquez, Utilities Superintendent

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

NONE.

2. PRESENTATIONS: NONE.

3. CONSENT CALENDAR:

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

- 3.1:** Approve the Minutes of the Regular Meeting of July 25, 2022.
- 3.2:** Approve the Warrants Register.
- 3.3:** Approve the Amended Employment Contract with Merry Mayhew for the Position of City Manager, Effective June 1, 2022.
- 3.4:** Approval of the Treasurer's Report for April 2022.
- 3.5:** Approval of the Treasurer's Report for May 2022.
- 3.6:** Approval to Purchase and Install Three Carports for a Total Cost of \$31,883.

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

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

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

- 6.1:** Approve the Hughson Economic Development Committee Recommendation to Create Shadow Art on Sidewalks in the Hughson Downtown Project area.

Director Jauregui 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.

BAWANAN/HILL 5-0-0-0 motion passes to approve the Hughson Economic Development Committee Recommendation to Create Shadow Art on Sidewalks in the Hughson Downtown Project area, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

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

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

City Manager Mayhew provided an update regarding the purchase of a new Downtown Hughson Christmas tree.

Community Development Director:

Director Jauregui provided an update regarding the Well 7 Replacement Project.

Director of Finance and Administrative Services:

Director Nicholas provided a reminder to slow down for pedestrians in school zones.

Police Services:

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

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

Councilmember Bawanan thanked City staff and Hughson Police Services for their continued hard work.

Councilmember Hill attended a City/Fire 2+2 meeting, and a Stanislaus County Disaster Control Committee meeting.

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

Mayor Carr thanked City staff, and Hughson Police Services for the National Night Out event. He attended a City/Fire 2+2 meeting.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:**9.1: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One (1) case

No closed session.

ADJOURNMENT:

HILL/BUCK 5-0-0-0 motion passes to adjourn the regular meeting of August 8, 2022, at 6:23PM with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: August 22, 2022
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Anna Nicholas, 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 August 4, 2022, through August 17, 2022.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

Check Report

By Check Number

Date Range: 08/03/2022 - 08/17/2022

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
Bank Code: MM Bank-Money Market Bank Account							
00645	INTERNAL REVENUE SERVICE		08/16/2022	Bank Draft	0.00	1,580.58	DFT0001805
INV0007558	Invoice	08/16/2022	Medicare		0.00	1,580.58	
00645	INTERNAL REVENUE SERVICE		08/16/2022	Bank Draft	0.00	458.60	DFT0001806
INV0007559	Invoice	08/16/2022	SS-Social Security		0.00	458.60	
00645	INTERNAL REVENUE SERVICE		08/16/2022	Bank Draft	0.00	4,383.99	DFT0001809
INV0007562	Invoice	08/16/2022	Federal Income Tax		0.00	4,383.99	

Bank Code MM Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	6,423.17
EFT's	0	0	0.00	0.00
	3	3	0.00	6,423.17

Check Report

Date Range: 08/03/2022 - 08/17/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Payable Bank-Payable Bank						
	Void	08/17/2022	Regular	0.00	0.00	55575
	Void	08/04/2022	Regular	0.00	0.00	55576
01144	TROPHY WORKS	08/04/2022	Regular	0.00	27.51	55577
911309	Invoice	08/04/2022	2022 Tent or Trunk & Treat Trophies	0.00	27.51	
01761	Central Valley Salinity Coalition, Inc	08/05/2022	Regular	0.00	6,207.50	55578
22-2134.1	Invoice	08/04/2022	CV-SALTS IN 2134	0.00	6,207.50	
01603	Amazon Capital Services, Inc.	08/09/2022	Regular	0.00	156.71	55579
179P-KXKM-9QPP	Invoice	07/19/2022	2022 National Night Out Info Bags	0.00	23.71	
19RF-TFKQ-FNX3	Invoice	07/14/2022	Office Supplies	0.00	50.42	
1T3Q-DDWK-7KXL	Invoice	08/04/2022	Coffee	0.00	82.58	
00310	CLARK'S PEST CONTROL	08/09/2022	Regular	0.00	190.00	55580
31320701	Invoice	07/21/2022	PEST CONTROL	0.00	119.00	
31523976	Invoice	07/21/2022	PEST CONTROL	0.00	71.00	
00323	COCO'S TAQUERIA	08/09/2022	Regular	0.00	51.78	55581
115918	Invoice	07/25/2022	EDC Food for Meeting	0.00	51.78	
01766	Dolores Perez	08/09/2022	Regular	0.00	395.00	55582
INV0007511	Invoice	07/16/2022	Senior Center Rental Deposit Perez	0.00	395.00	
00463	EXPRESS PERSONNEL SERVICE	08/09/2022	Regular	0.00	6,025.66	55583
27488622	Invoice	07/13/2022	Extra Help- PW	0.00	2,227.18	
27529086	Invoice	07/20/2022	Extra Help- PW	0.00	3,798.48	
00528	GILTON SOLID WASTE MANAGE	08/09/2022	Regular	0.00	1,895.07	55584
HUGHSS-072	Invoice	08/04/2022	STREET SWEEPING - July 2022	0.00	1,895.07	
00682	KAISER FOUNDATION HEALTH	08/09/2022	Regular	0.00	13,387.46	55585
INV0007508	Invoice	05/01/2022	MEDICAL SERVICES- May & June 2022	0.00	13,387.46	
00718	LEAGUE OF CALIF. CITIES	08/09/2022	Regular	0.00	74.98	55586
8125	Invoice	07/01/2022	Membership Dues for Central Valley Division	0.00	74.98	
00755	MCR ENGINEERING, INC	08/09/2022	Regular	0.00	14,791.00	55587
17335	Invoice	06/30/2022	Well 7 Site Improvements	0.00	14,791.00	
01459	Merry Mayhew	08/09/2022	Regular	0.00	95.61	55588
INV0007516	Invoice	08/02/2022	National Night Out Water and Snacks	0.00	95.61	
00611	Mid Valley Publications	08/09/2022	Regular	0.00	110.08	55589
339317	Invoice	07/12/2022	Notice of Election - Legal # 10433	0.00	110.08	
01765	Patrick Cervantes	08/09/2022	Regular	0.00	159.00	55590
INV0007510	Invoice	08/04/2022	Code Enforcement Officer	0.00	159.00	
00884	PITNEY BOWES	08/09/2022	Regular	0.00	1,052.66	55591
INV0007520	Invoice	07/01/2022	POSTAGE	0.00	1,052.66	
00906	PROVOST & PRITCHARD CONSU	08/09/2022	Regular	0.00	21,804.15	55592
93607	Invoice	06/01/2022	TCP Treatment Design	0.00	21,804.15	
01408	RAYA, NEIL	08/09/2022	Regular	0.00	164.00	55593
INV0007514	Invoice	07/28/2022	Training Raya	0.00	65.00	
INV0007515	Invoice	07/28/2022	Training Raya	0.00	99.00	
01040	STANISLAUS COUNTY SHERIFF	08/09/2022	Regular	0.00	235,823.25	55594
2122-HPS11	Invoice	06/20/2022	LAW ENFORCEMENT SERVICES- May 2022	0.00	128,223.66	
2122-HPS12	Invoice	06/30/2022	LAW ENFORCEMENT SERVICES- June 2022	0.00	107,599.59	
01767	Veronica Gomez	08/09/2022	Regular	0.00	80.00	55595
INV0007513	Invoice	08/04/2022	Utility Deposit Refund Gomez	0.00	80.00	

Check Report

Date Range: 08/03/2022 - 08/17/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01192	VISION SERVICE PLAN	08/09/2022	Regular	0.00	514.46	55596
815659754	Invoice	07/19/2022	MEDICAL INSURANCE WITHHELD- August 20...	0.00	514.46	
01206	WARDEN'S OFFICE	08/09/2022	Regular	0.00	181.11	55597
2081817-0	Invoice	07/25/2022	MISC OFFICE SUPPLIES	0.00	181.11	
00016	ABS PRESORT	08/12/2022	Regular	0.00	1,219.51	55598
95205	Invoice	06/30/2022	BILL PRINTING- June	0.00	1,219.51	
01532	Adrian Luna	08/12/2022	Regular	0.00	130.00	55599
INV0007524	Invoice	08/04/2022	State Water Resources Control Board - Luna	0.00	130.00	
00049	ALLIED ADMINISTRATORS	08/12/2022	Regular	0.00	2,165.36	55600
INV0007530	Invoice	08/01/2022	DELTA DENTAL - September 2022	0.00	2,165.36	
01603	Amazon Capital Services, Inc.	08/12/2022	Regular	0.00	93.93	55601
1KVQ-3T1X-WG6W	Invoice	08/07/2022	Office Supplies	0.00	17.79	
1W3J-H1JQ-G4FN	Invoice	06/08/2022	OFFICE SUPPLIES	0.00	76.14	
01597	Anna Nicholas	08/12/2022	Regular	0.00	50.00	55602
INV0007525	Invoice	08/05/2022	Training - Nicholas	0.00	50.00	
00284	CHARTER COMMUNICATION	08/12/2022	Regular	0.00	250.91	55603
0013555080122	Invoice	08/01/2022	IP ADDRESS- PINE ST	0.00	250.91	
01774	Christina Barragan	08/12/2022	Regular	0.00	100.00	55604
INV0007532	Invoice	08/06/2022	Starn Park Rental Deposit Barragan	0.00	100.00	
00324	CODE PUBLISHING COMPANY	08/12/2022	Regular	0.00	400.00	55605
GC00117646	Invoice	07/31/2022	Annual Web Fees	0.00	400.00	
00464	EZ NETWORK SOLUTIONS	08/12/2022	Regular	0.00	5,411.05	55606
41521	Invoice	06/30/2022	IT SERVICES for June	0.00	864.00	
TS41593	Invoice	08/01/2022	IT SERVICES - August 2022	0.00	4,547.05	
01539	Gateway Pacific Contractors, Inc.	08/12/2022	Regular	0.00	252,937.50	55607
INV0007536	Invoice	06/30/2022	Well #7 Payment 13	0.00	252,937.50	
01539	Gateway Pacific Contractors, Inc.	08/12/2022	Regular	0.00	13,312.50	55608
INV0007535	Invoice	06/30/2022	Well #7 Payment 13	0.00	13,312.50	
01612	GreatAmerica Financial Svcs.	08/12/2022	Regular	0.00	358.92	55609
32145623	Invoice	08/01/2022	LEASE	0.00	358.92	
00627	HUGHSON NAPA AUTO & TRUCK	08/12/2022	Regular	0.00	94.27	55610
341386	Invoice	08/11/2022	Blanket PO Napa Fleet	0.00	48.90	
341824	Invoice	07/13/2022	Blanket PO Napa #1026	0.00	45.37	
01775	Infinity Energy Inc	08/12/2022	Regular	0.00	116.52	55611
INV0007533	Invoice	07/29/2022	Overpayment of Building Permit #ELER22-09...	0.00	116.52	
01770	Institute for Local Government	08/12/2022	Regular	0.00	625.00	55612
2430	Invoice	07/13/2022	TIERS Workshop - Gose	0.00	625.00	
01524	Jill Denise Silva	08/12/2022	Regular	0.00	200.00	55613
INV0007531	Invoice	08/05/2022	Starn Park Rental Deposit Silva	0.00	200.00	
00682	KAISER FOUNDATION HEALTH	08/12/2022	Regular	0.00	20,081.19	55614
691534690034	Invoice	08/01/2022	MEDICAL SERVICES- July, August & Septemb...	0.00	20,081.19	
00726	LIEBERT CASSIDY WHITMORE	08/12/2022	Regular	0.00	2,690.00	55615
220993	Invoice	07/01/2022	San Joaquin Valley Employment Relations C...	0.00	2,690.00	
01710	Lupe Yniguez	08/12/2022	Regular	0.00	100.00	55616
INV0007522	Invoice	07/22/2022	Starn Park Rental Deposit Yniguez	0.00	100.00	
	Void	08/15/2022	Regular	0.00	0.00	55617

Check Report

Date Range: 08/03/2022 - 08/17/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01435	North Valley Labor Compliance Services	08/12/2022	Regular	0.00	562.50	55618
004981	Invoice	07/31/2022	Phase II Tank Construction	0.00	562.50	
00855	OPERATING ENGINEERS LOCAL	08/12/2022	Regular	0.00	324.00	55619
8/2022-1	Invoice	08/02/2022	LOCAL UNION DUES #3	0.00	324.00	
00879	PG & E	08/12/2022	Regular	0.00	137.82	55620
INV0007538	Invoice	07/26/2022	UTILITIES	0.00	137.82	
01000	SEEGER'S	08/12/2022	Regular	0.00	268.61	55621
0139400-IN	Invoice	07/26/2022	OFFICE SUPPLIES	0.00	268.61	
01695	Smart Source LLC	08/12/2022	Regular	0.00	979.46	55622
0012739	Invoice	08/04/2022	Blue Notice Paper	0.00	979.46	
01599	SMILE BUSINESS PRODUCTS, INC	08/12/2022	Regular	0.00	174.50	55623
1054775	Invoice	07/25/2022	COPIES - July	0.00	174.50	
01055	STAPLES	08/12/2022	Regular	0.00	125.12	55624
9841961406	Invoice	07/26/2022	Shut Off Door Hangers	0.00	125.12	
01434	State of California Department of Justice	08/12/2022	Regular	0.00	64.00	55625
144854	Invoice	08/01/2022	Background Check	0.00	64.00	
01206	WARDEN'S OFFICE	08/12/2022	Regular	0.00	191.44	55626
2082574-0	Invoice	08/05/2022	MISC OFFICE SUPPLIES	0.00	107.45	
2082584-0	Invoice	08/05/2022	MISC OFFICE SUPPLIES	0.00	83.99	
00611	Mid Valley Publications	08/15/2022	Regular	0.00	142.45	55627
339333	Invoice	07/13/2022	Public Hearing FY 2022-2023	0.00	142.45	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	08/16/2022	Regular	0.00	224.12	55633
INV0007550	Invoice	08/16/2022	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	224.12	
00069	ANDREWS ELECTRIC	08/17/2022	Regular	0.00	1,918.71	55634
83399	Invoice	08/11/2022	WASTE PUMP	0.00	1,918.71	
00862	P.E.R.S.	08/16/2022	Bank Draft	0.00	16.00	DFT0001795
INV0007544	Invoice	08/16/2022	CalPERS Survivor	0.00	16.00	
00862	P.E.R.S.	08/16/2022	Bank Draft	0.00	1,174.08	DFT0001796
INV0007545	Invoice	08/16/2022	Classic CalPERS	0.00	1,174.08	
00862	P.E.R.S.	08/16/2022	Bank Draft	0.00	2,059.05	DFT0001797
INV0007546	Invoice	08/16/2022	CalPER ER	0.00	2,059.05	
00226	CalPERS SUPPLEMENTAL INCO	08/16/2022	Bank Draft	0.00	50.00	DFT0001798
INV0007547	Invoice	08/16/2022	ROTH CONTRIBUTION	0.00	50.00	
00226	CalPERS SUPPLEMENTAL INCO	08/16/2022	Bank Draft	0.00	3,502.73	DFT0001799
INV0007549	Invoice	08/16/2022	CalPer Def Comp	0.00	3,502.73	
00862	P.E.R.S.	08/16/2022	Bank Draft	0.00	2,389.45	DFT0001801
INV0007553	Invoice	08/16/2022	PERRA EE	0.00	2,389.45	
00862	P.E.R.S.	08/16/2022	Bank Draft	0.00	2,645.01	DFT0001802
INV0007554	Invoice	08/16/2022	PEPRA-ER	0.00	2,645.01	
00862	P.E.R.S.	08/16/2022	Bank Draft	0.00	319.76	DFT0001803
INV0007555	Invoice	08/16/2022	PERS Service Credit Purchase	0.00	319.76	
01067	STATE OF CALIFORNIA	08/16/2022	Bank Draft	0.00	1,642.60	DFT0001804
INV0007557	Invoice	08/16/2022	State Income Tax	0.00	1,642.60	
01067	STATE OF CALIFORNIA	08/16/2022	Bank Draft	0.00	2.88	DFT0001807
INV0007560	Invoice	08/16/2022	ETT	0.00	2.88	

Check Report

Date Range: 08/03/2022 - 08/17/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01067	STATE OF CALIFORNIA	08/16/2022	Bank Draft	0.00	69.12	DFT0001808
INV0007561	Invoice	08/16/2022	SUI	0.00	69.12	
01067	STATE OF CALIFORNIA	08/16/2022	Bank Draft	0.00	561.70	DFT0001810
INV0007563	Invoice	08/16/2022	Payroll SDI	0.00	561.70	
00225	CalPERS	08/16/2022	Bank Draft	0.00	1,050.00	DFT0001812
100000016886488	Invoice	08/03/2022	GASB- 68 FEE	0.00	1,050.00	

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	62	52	0.00	608,636.38
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	13	13	0.00	15,482.38
EFT's	0	0	0.00	0.00
	75	68	0.00	624,118.76

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	62	52	0.00	608,636.38
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	16	16	0.00	21,905.55
EFT's	0	0	0.00	0.00
	78	71	0.00	630,541.93

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	8/2022	630,541.93
			630,541.93



Hughson

Refund Check Register

Refund Check Detail

UBPKT02627 - Refunds 01 UBPKT02625 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
11-1600-003	Halsey, Charise	8/15/2022	55628	86.38			86.38	Generated From Billing
11-2140-002	CASTRO, DAISY	8/15/2022	55629	224.35			224.35	Generated From Billing
12-1490-001	BAVARO, PORTIA	8/15/2022	55630	40.32			40.32	Deposit
13-2620-002	GARCIA, ASTRIT	8/15/2022	55631	39.83			39.83	Generated From Billing
16-1170-001	THORNSBERRY, KENNETH	8/15/2022	55632	86.16			86.16	Generated From Billing
Total Refunds: 5				Total Refunded Amount:	477.04			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	477.04
Revenue Total:	477.04

General Ledger Distribution

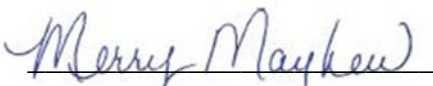
Posting Date: 08/03/2022

	Account Number	Account Name	Posting Amount	IFT
Fund:	510 - WATER/SEWER DEPOSIT			
	510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	-477.04	Yes
	510-11040	CUSTOMER CREDITS	477.04	
	510 Total:		0.00	
Fund:	999 - POOLED CASH/CONSOLIDATED CASH			
	999-10010	CASH IN BANK-MONEY MARKET	-477.04	
	999-20000	DUE TO OTHER FUNDS (POOLED CASH)	477.04	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



CITY COUNCIL AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: August 22, 2022
Subject: Approval of the Treasurer's Report for June 2022
Enclosure: Treasurer Report, June 2022
Presented By: Ashton Gose, Management Analyst
Approved By: 
City Manager

Staff Recommendation:

Review and approve the City of Hughson Treasurer's Report for June 2022.

Background and Discussion:

The City Treasurer reviews the City's cash and investment practices and approves the monthly Treasury Reports and a quarterly Investment Portfolio Report. As of June 2022, the City of Hughson has a cash and investment balance total of \$30,427,868 with \$2,675,749 invested. All investment actions executed since the last report have been made in full compliance with the City of Hughson's Investment Policy. The City of Hughson will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b) (2) and (3) respectively.

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

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

Transportation Capital and CDBG Street Project Fund:

The Transportation Capital Project Fund currently reflects a negative balance of (\$240,938), which is a negative difference of \$5,258 from the previous year. The CDBG Street Project Fund currently reflects a negative balance of (\$55,330) reflecting a negative difference of \$644 from the previous year. As the City continues to produce transportation projects, the transportation fund will likely continue to show a negative balance. City staff will continue to monitor and report the status of these reimbursements as the funds become available.

Fiscal Impact:

As of June 2022, the City's cash, and investments total \$30,427,868. This compares to a June 2021 balance of \$26,109,522 and represents an increase of \$4,318,346.

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

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	\$ 26,849,786.02	\$ 1,241,062.14	\$ -	\$ 28,090,848.16
Adjustment	\$ 253.53	\$ 1,188.96		
Outstanding Deposits +	\$ 154,587.50	\$ -	\$ -	\$ 154,587.50
Outstanding Checks/transfers -	\$ (1,033.47)	\$ (492,282.86)	\$ -	\$ (493,316.33)
ADJUSTED TOTAL	\$ 27,003,593.58	\$ 749,968.24	\$ -	\$ 27,752,119.33
Investments: Various				\$ 1,071,637.72
Multi-Bank WWTP				\$ 1,518,945.25
Investments: L.A.I.F.		\$ 42,650.91	\$ 42,515.26	\$ 85,166.17

General Ledger Adjustments

Wages Payable 0.00

TOTAL CASH & INVESTMENTS **\$ 30,427,868.47**

<u>Books - All Funds</u>	<u>June 2021</u>	<u>June 2022</u>	<u>Difference</u>	<u>% of Variance</u>
100 GENERAL FUND	3862823.17	4336350.2	473,527.03	12.26%
105 GENERAL FUND CONTINGENCY RESERVE	977605.87	1068582.14	90,976.27	9.31%
110 FIXED ASSETS	0	0	0.00	n/a
210 SEWER	3247727.2	3762801.32	515,074.12	15.86%
215 SEWER FIXED ASSET REPLACEMENT	4977229.25	5110803.11	133,573.86	2.68%
220 SEWER DEV IMPACT FEE	-591978.86	62831.25	654,810.11	110.61%
225 WWTP Expansion 2008	-40790.36	-299210.88	-258,420.52	-633.53%
240 WATER	541257.17	1015925.74	474,668.57	87.70%
245 Water TCP123	2802003.36	3663813.27	861,809.91	30.76%
250 WATER DEV IMPACT FEE	209015.73	394997.45	185,981.72	88.98%
255 Water Fixed Asset Replacement	2678619.7	1187748.49	-1,490,871.21	-55.66%
270 COMMUNITY/SENIOR CENTER	12215.25	20799.44	8,584.19	70.27%
280 U.S.F. Resource Com. Center	-1213.6	-2318.3	-1,104.70	-91.03%
310 Garbage/Refuse	103189.67	138481.41	35,291.74	34.20%
320 GAS TAX 2103	175272.25	191213.86	15,941.61	9.10%
321 GAS TAX 2105	72926.62	93254.06	20,327.44	27.87%
322 GAS TAX 2106	-1061.63	-22238.21	-21,176.58	-1994.72%
323 GAS TAX 2107	47418.19	49847.73	2,429.54	5.12%
324 GAS TAX 2107.5	2672.14	3922.14	1,250.00	46.78%
325 Measure L SALES TAX-ROADS	740707.26	1224814.57	484,107.31	65.36%
326 SB-1 ROADS MAINTENANCE REHABILITATION	306376.99	444311.68	137,934.69	45.02%
340 LANDSCAPE LIGHTING DISTRICT	0	-1145.75	-1,145.75	#DIV/0!
350 BENEFIT ASSESMENT DISTRICT	0	-126.84	-126.84	#DIV/0!
360 COMMUNITY FACILITIES DISTRICT	7255.15	7255.15	0.00	0.00%
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	205009.34	246889.59	41,880.25	20.43%
371 TRENCH CUT FUND	3093.6	222093.6	219,000.00	7079.13%
372 IT RESERVE	106475.3	114292.25	7,816.95	7.34%
373 SELF-INSURANCE	73303.49	73303.49	0.00	0.00%
374 DIABILITY ACCESS AND EDUCATION	2743.76	4025.98	1,282.22	46.73%
380 CLAIM ON CASH-CLFRF/ARPA	0	843450.14	843,450.14	#DIV/0!
381 AB109 PUBLIC SAFETY	35722.29	35722.29	0.00	0.00%
382 ASSET FORFEITURE	1660.43	1660.43	0.00	0.00%
383 VEHICLE ABATEMENT	41034.36	45217.6	4,183.24	10.19%
384 SUPPLEMENTAL LAW ENFORCEMENT SERVICE I	382411.02	456859.56	74,448.54	19.47%
385 FEDERAL FUNDED OFFICER FUND	6620	6620	0.00	0.00%
390 98-EDBG-605 BUSINESS ASSISTANCE	93595.6	93595.6	0.00	0.00%
391 96-EDBG-438 Grant	403.43	403.43	0.00	0.00%
392 94-STBG-799 HOUSING REHAB	228315.66	229880.99	1,565.33	0.69%
393 HOME Program Grant (FTHB)	35043.29	35043.29	0.00	0.00%
394 96-STBG-1013 Grant	211285.26	210767.93	-517.33	-0.24%
395 CALHOME REHAB	40000	40000	0.00	0.00%
410 LOCAL TRANSPORTATION	51671.34	51671.34	0.00	0.00%
415 LOCAL TRANSPORTATION NON MOTORIZED	13219	13219	0.00	0.00%
420 TRANSPORTATION STREET PROJECTS	-235680.14	-240938.15	-5,258.01	-2.23%
425 PUBLIC WORKS STREET PROJECTS-CDBG	-54686.39	-55330.1	-643.71	-1.18%
450 STORM DRAIN DEV IMPACT FEE	656284.07	784798.97	128,514.90	19.58%
451 PUBLIC FACILITY DEV IMPACT FEE	1557134.99	1684678.66	127,543.67	8.19%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	286152.39	478319.05	192,166.66	67.16%
453 PARK DEV IMPACT FEE	678706.56	789550.21	110,843.65	16.33%
454 PARKLAND IN LIEU	527128.13	617491.39	90,363.26	17.14%

510 WATER/SEWER DEPOSIT	87103.71	102027.5	14,923.79	17.13%
520 RDA SUCCESSOR AGENCY	422868.62	521018.06	98,149.44	23.21%
521 RDA FIXED ASSETS	0	0	0.00	n/a
530 LANDSCAPE LIGHTING DISTRICT	9113.68	7050.99	-2,062.69	n/a
531 LANDSCAPE LIGHTING DISTRICT	57489.94	59402	1,912.06	n/a
532 LANDSCAPE LIGHTING DISTRICT	32975.62	33896.01	920.39	n/a
533 LANDSCAPE LIGHTING DISTRICT	45738.92	47453.37	1,714.45	n/a
534 LANDSCAPE LIGHTING DISTRICT	-29193.74	-27247.56	1,946.18	n/a
535 LANDSCAPE LIGHTING DISTRICT	11187.92	8736	-2,451.92	n/a
536 LANDSCAPE LIGHTING DISTRICT	27049.67	33325.91	6,276.24	n/a
537 LANDSCAPE LIGHTING DISTRICT	-52852.71	-65310.49	-12,457.78	n/a
538 LANDSCAPE LIGHTING DISTRICT	-29564.93	-40670.1	-11,105.17	n/a
539 LANDSCAPE LIGHTING DISTRICT	29448.36	27550.14	-1,898.22	n/a
540 LANDSCAPE LIGHTING DISTRICT	54439.38	57589.05	3,149.67	n/a
541 LANDSCAPE LIGHTING DISTRICT	32685.36	29696.26	-2,989.10	n/a
542 LANDSCAPE LIGHTING DISTRICT	5022.91	1103.41	-3,919.50	n/a
543 LANDSCAPE LIGHTING DISTRICT	16879.3	29470.95	12,591.65	n/a
550 BENEFIT ASSESMENT DISTRICT	71981.69	75629.57	3,647.88	n/a
551 BENEFIT ASSESMENT DISTRICT	15279.31	16675.95	1,396.64	n/a
552 BENEFIT ASSESMENT DISTRICT	132076.66	148312.89	16,236.23	n/a
553 BENEFIT ASSESMENT DISTRICT	2453.38	-646.16	-3,099.54	n/a
554 BENEFIT ASSESMENT DISTRICT	54675.06	63819.13	9,144.07	n/a
555 BENEFIT ASSESMENT DISTRICT	14142.44	32090.16	17,947.72	n/a
560 COMMUNITY FACILITIES DISTRICT	22604.63	30895.86	8,291.23	n/a
Developer Impact Fees ***	3,000,324.22	4,442,065.18	1,441,740.96	
TOTAL ALL FUNDS:	26,109,522.48	30,427,868.47	4,318,345.99	
Break Down of Impact Fees ***				
220 SEWER DEV IMPACT FEE	-591,978.86	\$62,831.25	654,810.11	110.61%
250 WATER DEV IMPACT FEE	209,015.73	\$394,997.45	185,981.72	88.98%
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	205,009.34	\$246,889.59	41,880.25	20.43%
450 STORM DRAIN DEV IMPACT FEE	656,284.07	\$784,798.97	128,514.90	19.58%
451 PUBLIC FACILITY DEV IMPACT FEE	1,557,134.99	\$1,684,678.66	127,543.67	8.19%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	286,152.39	\$478,319.05	192,166.66	67.16%
453 PARK DEV IMPACT FEE	678,706.56	\$789,550.21	110,843.65	16.33%
Break Down of Impact Fees ***	3,000,324.22	4,442,065.18	1,441,740.96	48.05%

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

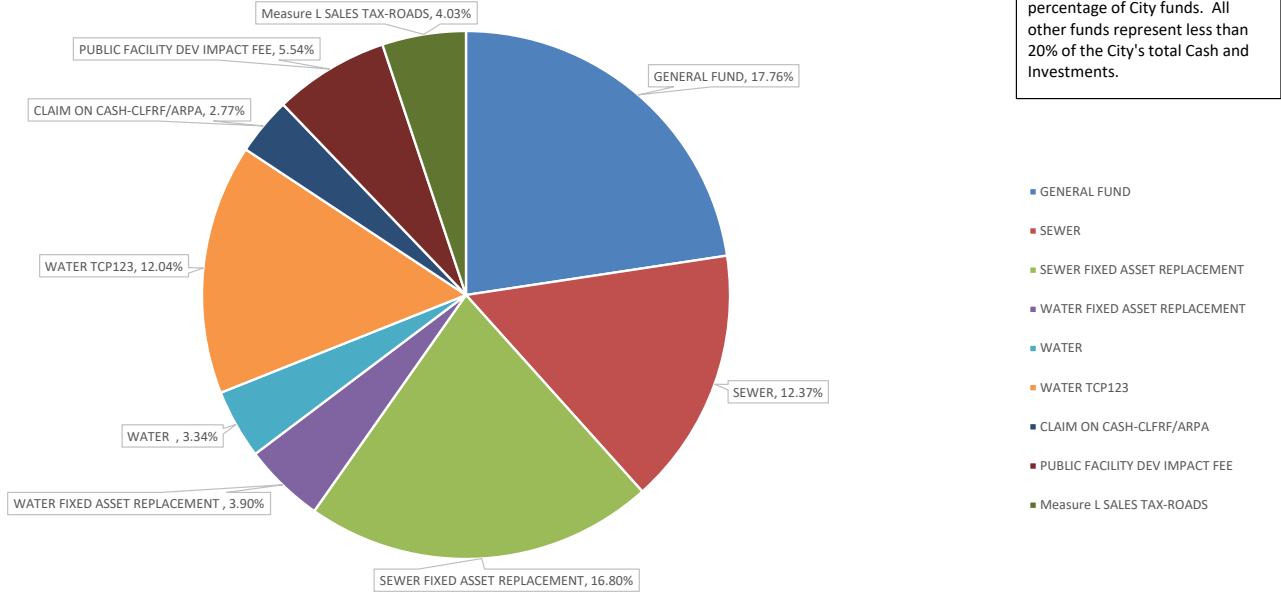
Reviewed By: Anna Nicholas

8/19/2022

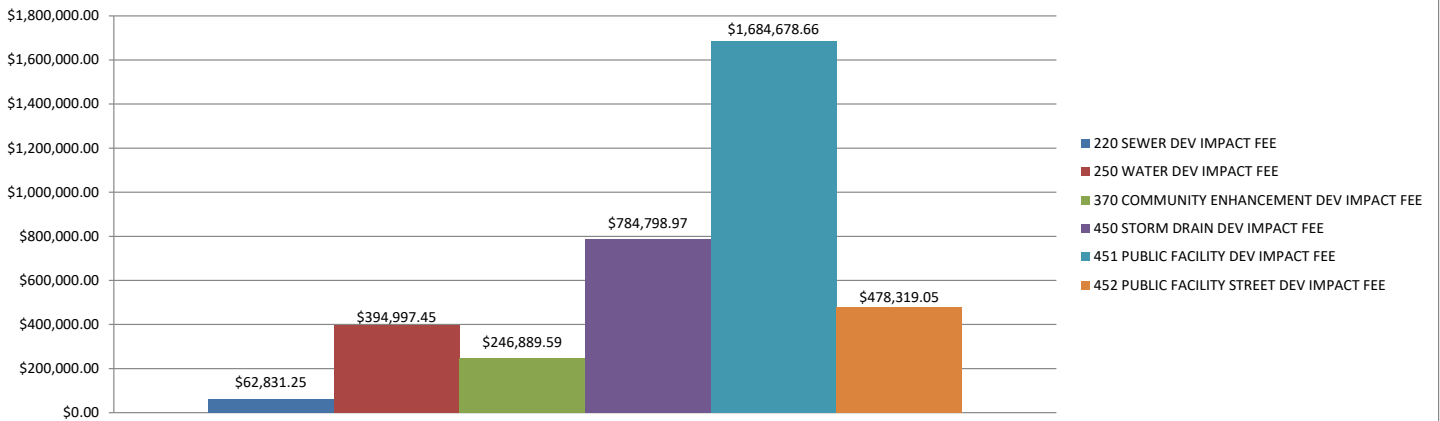
Date

Treasurer's Report - Charts and Graphs June 2022

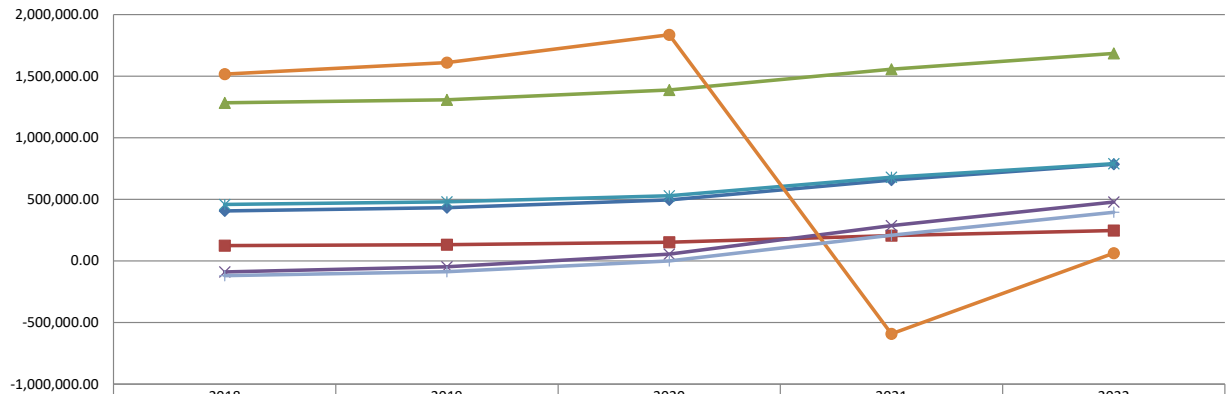
Percentage of Fund - June 2022



June 2022 Breakdown of Developer Impact Fees



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



	2018	2019	2020	2021	2022
Storm Drain	405,957.00	432,762.25	495,986.31	656,284.07	784,798.97
Community Enhancement	124,526.04	131,903.58	152,277.60	205,009.34	246,889.59
Public Facilities Development	1,283,973.30	1,308,749.16	1,387,253.14	1,557,134.99	1,684,678.66
Public Facilities Development-Streets	-89,440.36	-47,074.36	55,550.76	286,152.39	478,319.05
Parks Development Impact Fees	458,615.84	480,580.28	529,864.20	678,706.56	789,550.21
Sewer Developer Impact Fees	1,517,501.57	1,611,052.23	1,836,248.02	(591,978.86)	62,831.25
Water Developer Impact Fees	-119,412.37	-87,482.46	683.03	209,015.73	394,997.45



CITY COUNCIL AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: August 22, 2022
Subject: Approval to Purchase and Install Three Air Conditioning Units by Holl Heating and Air Conditioning, for a Total Cost of \$51,834
Enclosure: Air Conditioning Quote
Presented By: Jose Vasquez, Public Works Superintendent

Approved By: 
City Manager

Staff Recommendation:

Approve the purchase and installation of three air conditioning units by Holl Heating and Air Conditioning, for a total cost of \$51,834.

Background and Discussion:

On June 27, 2022, the Hughson City Council approved the project list for the American Rescue Plan Act (ARPA) funds that were received by the City of Hughson.

The project list included the purchase and installation of three air conditioning units. One replacement unit at the Senior Community Center, a unit for the room to be used for staff offices in the Sr. Center, and a unit for the Corporation Yard work area.

The ARPA project coordinator noticed the air conditioning project in the Hughson Chronicle and sent the request for bids to three companies. Two bids were received:

Holl Heating & Air Conditioning-\$51,834
Pacific Breeze Air Systems-\$54,175

Technically, Pacific Breeze's bid was 14 minutes after the date and time set for the bids to be returned, which disqualifies it; however, it is included in this report to show that the pricing for the air conditioners is similar. Holl Heating and Air Conditioning is the lowest bid at \$51,834 and is quoted at the prevailing wage.

According to Hughson Municipal Code section 3.28.030, this public works improvement project can be purchased through a purchase order and a payment

bond is required. A building permit application packet will be submitted for approval to the Community Development Department prior to construction.

Fiscal Impact:

This purchase was referenced on Resolution No. 2022-31, "Exhibit A, ARPA Projects Listing", which was approved by the City Council on June 27, 2022.

If this item is approved, Finance will increase budget appropriations for the Fiscal Year 2022-23 by \$51,834.



Bob Holl Sheet Metal Inc.
3811 N State Highway 59, Merced,
CA 95348 United States
(209) 722-7463

Estimate 26157667
Estimate Date 8/10/2022

Billing Address
 Hughson City Hall
 7018 Pine Street
 Hughson, CA 95326 USA

Job Address
 Hughson City Hall
 7018 Pine Street
 Hughson, CA 95326 USA

Task #	Description	Quantity	Your Price	Total
Holl-113	Install a complete 18 seer ductless mini split system (Maintenance yard) includes one 18k btu, and two 9k btu wall mount indoor air handler heads out side heat pump condensing unit to be located on portable unit pad New electrical circuit to be ran from breaker panel inside shop building near front door to new outdoor unit copper lineset, control line and condensate drain to be ran exposed down exterior wall, cover with Sheetmetal cover provide condensate pump for 18k head in break room, pvc drain line ran through attic down exposed outside wall, cover with sheetmetal Permit by others	1.00	\$18,823.00	\$18,823.00
Holl-113	Install a complete 18 seer ductless mini split system includes one 12k btu and one 9k btu wall mount indoor air handler head out side heat pump condensing unit to be located on existing conc. slab New electrical circuit to be ran from breaker panel through attic in plastic flexible conduit to new outdoor unit copper lineset, control line and condensate drain to be ran exposed down exterior wall, cover with Sheetmetal cover. Permit by others	1.00	\$15,775.00	\$15,775.00
Holl-112	Bryant 5 ton 16 SEER Package System Replace existing roof mount package system Utilize existing angle iron stand Adapt to existing duct system and seal for air tight application Hook up existing electrical, provide new service disconnect Title 24 economizer included Hookup existing gas line with new shut off valve and flex line connection Hook up existing PVC condensate line down roof into rain gutters Provide new Honeywell T-Series digital thermostat Dispose of existing equipment, Freon recovery included Crane service included Permit by others One year parts and labor warranty	1.00	\$17,236.00	\$17,236.00

Potential Savings \$5,186.67 - \$5,186.67		Sub-Total	\$51,834.00
		Tax	\$0.00
		Total Due	\$51,834.00
		Deposit/Downpayment	\$0.00

Thank you for choosing Bob Holl Sheet Metal Inc.

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary [above] is furnished by Bob Holl Sheet Metal Inc. as a good faith estimate of work to be performed at Hughson City Hall[the location described above] and is

based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree to the estimate and authorize [the contractor] to perform the work as summarized and on these estimated terms, and I agree to pay the full amount for all work performed.



CITY COUNCIL AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: August 22, 2022
Subject: Approval to Install Concrete at the Senior Community Center and at Police Services by V. Rivera Concrete, for a Total Cost of \$22,444.71
Enclosure: Quotes
Presented By: Jose Vasquez, Public Works Superintendent

Approved By: 
City Manager

Staff Recommendation:

Approve the installation of concrete at the Senior Community Center and at Police Services by V. Rivera Concrete, for a total cost of \$22,444.71.

Background and Discussion:

On June 27, 2022, the Hughson City Council approved the project list for the American Rescue Plan Act (ARPA) funds that were received by the City of Hughson.

The project list included the removal of turf at the Senior Community Center and replacement with a drought-resistant option. This action is necessary due to the State recently restricting watering turf that is not used specifically for recreation (such as a park or a sports complex). After reviewing different options, City staff determined that the best use for this area is to install lightly patterned stamped concrete. Large groups frequently use the Senior Community Center and allowing for more standing room outside will allow for additional use.

While looking at the entrance of the Senior Community Center, the ARPA project coordinator noticed that the entrance to Police Services does not currently meet ADA standards as the incline is too steep in places. These are two separate sites; however, the bids were sent out at the same time to three contractors.

Two bids were received for the Senior Community Center:

V. Rivera Concrete, Inc. - \$17,759.25
Thompson Woolly Builders - \$24,675

Two bids were also received for the Police Services walkway:

V. Rivera Concrete, Inc. - \$4,685.46
Thompson Woolly Builders - \$4,860

V. Rivera Concrete, Inc. is the lowest bid for a total cost of \$22,444.71.

The walkways at the Senior Community Center and at Police Services will be replaced with walkways that are ADA compliant, and the turf in front of the Community Center will be removed and disposed of and replaced with stamped colored concrete.

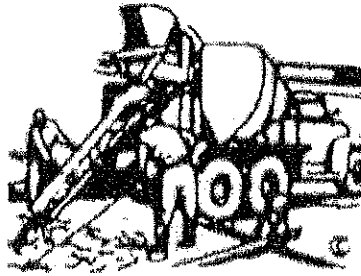
According to the Hughson Municipal Code 3.28.030, this public works of improvement project can be contracted for through a purchase order. An Encroachment permit application, at no charge, will be submitted for approval to the Community Development Department prior to construction.

Fiscal Impact:

This purchase was referenced on Resolution No. 2022-31, "Exhibit A, ARPA Projects Listing", which was approved by the City Council on June 27, 2022.

If this item is approved, Finance will increase budget appropriations for the Fiscal Year 2022-23 by \$22,444.71.

V. Rivera Concrete, Inc.
P.O. BOX 1362
Hughson, CA 95326 US
(209)883-2636
v.riveraconcrete@att.net
www.vriveraconcrete.com



Estimate

ADDRESS

Supervisor Jose Vasquez
City of Hughson
7018 Pine Street
Hughson, CA 95326

ESTIMATE # 1563

DATE 08/10/2022

ACTIVITY	QTY	RATE	AMOUNT
----------	-----	------	--------

I hereby submit estimate and specification for the following address

City Hall Senior Center
2307 4th Street
Hughson CA 95326

Labor and Material

1

17,759.25

17,759.25

Removal of sod as well as concrete and replaced with a lightly patterned stamped colored concrete per code. (colored is not to exceed one pound)

374 sq ft

503 sq ft

replace concrete with lightly pattern colored stamped concrete (color not to exceed one pound)

graded to a minimum of 4" with 5.5 sack concrete

re-enforced with #3 rebar, 14" o/c, 2" dobbses to keep rebar 2" above ground.

Grade, compact, form, pour and finish, ADA Compliance.

Disposed of sod and concrete that is removed from the project

Concrete is to be poured as long as its approved by the supervisor Jose Vasquez

All labor on site is based on prevailing wages

All labor, material and equipment Included

Thank you for your Business

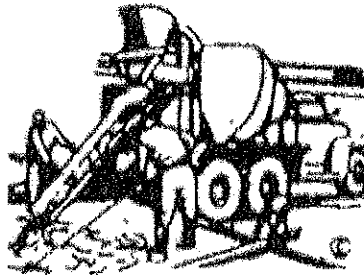
TOTAL

\$17,759.25

Accepted By

Accepted Date

V. Rivera Concrete, Inc.
P.O. BOX 1362
Hughson, CA 95326 US
(209)883-2636
v.riveraconcrete@att.net
www.vriveraconcrete.com



Estimate

ADDRESS

Supervisor Jose Vasquez
City of Hughson
7018 Pine Street
Hughson, CA 95326

ESTIMATE # 1568

DATE 08/10/2022

ACTIVITY	QTY	RATE	AMOUNT
----------	-----	------	--------

I hereby submit estimate and specification for the following address

City of Hughson
Sheriff's Office
7018 Pine St
Hughson CA 95326

Labor and Material

1	4,685.46	4,685.46
---	----------	----------

Ramp at the Sheriff's Office brought up to ADA Compliance

Removal of existing ramp as well as walkway concrete between sidewalk and level area at the door.
Grade at a minimum of 4" of concrete, regular concrete broom finish no color.

Concrete to be 5.5 sack

Grade, compact, form, pour and finish. All ADA Compliance, per plan details.

Rebar #3, 14"o/c

Based on the email from Mr. Newlin, the square foot on this project is

170 Sq ft

6" to 8" wall to contain the grass on the sides

All labor, material and equipment Included

All labor on site is based on prevailing wages*

Thank you for your Business

TOTAL

\$4,685.46

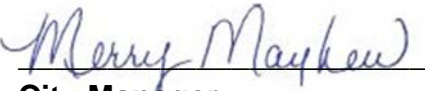
Accepted By

Accepted Date



CITY COUNCIL AGENDA ITEM NO. 3.6

SECTION 3: CONSENT CALENDAR

Meeting Date: August 22, 2022
Subject: Adopt Resolution No. 2022-40, Approving the Professional Services Agreement with Condor Earth Technologies, Inc. for MS4 Permit Support
Presented By: Carla Jauregui, Community Development Director
Approved By: 
City Manager

Staff Recommendations:

1. Adopt Resolution No. 2022-40, approving the Professional Services Agreement with Condor Earth Technologies, Inc., for MS4 Permit Support.
2. Authorize the City Manager to execute the Professional Services Agreement with Condor Earth Technologies, Inc. inclusive of any final edits by the City Attorney.

Background and Overview:

Condor Earth Technologies, Inc. (Condor) has been working with the City of Hughson since 2005. Condor started working for the City under a professional services agreement as the groundwater consultant to ensure that the City was meeting its reporting requirements to receive funding from the state for the Waste Water Treatment Plant Expansion Project. At that time the City had to implement a work plan and submit it to the Regional Water Board to ensure that the City was complying with the mandated waste discharge permit to be eligible for funding for the plant. Condor still assists the City with semiannual groundwater monitoring and reporting at the Treatment Plant. This monitoring includes sampling of the City's wells and surface water sites and reporting those results in the Annual Groundwater Monitoring Report to the state.

The City's relationship with Condor has evolved over time as requirements for reporting wastewater and stormwater have continued to change over the last decade and a half. In 2013 the State Water Board initiated Phase II of the stormwater permit requirement for the regulation of stormwater discharges from municipal separate sewer systems (MS4s). Phase II impacted small cities like Hughson by requiring annual reporting for the first time for cities with less than 100,000 people. As such,

the City asked Condor to expand their services with the City and provide support for ongoing compliance with the City's MS4 permit (WDID No. 5S50M2000117). Condor has been providing the necessary assistance related to the City's MS4 permit since April 2013. Condor has been operating under a Professional Service Agreement that is due to expire in September 2022.

Discussion:

Condor will provide consulting services and regulatory guidance to support the City's efforts to maintain compliance with the City's Phase II MS4 Permit requirements. This work includes program management; public education and outreach; illicit discharge detection and elimination; construction site stormwater control; pollution prevention/good housekeeping for municipal operations; post-construction stormwater management; water quality monitoring; program effectiveness assessment and improvement; stormwater program training; Total Maximum Daily Loads (TMDL) compliance requirements; statewide trash implementation program; and new pyrethroid control program requirements.

Condor will also prepare for the City's review and submittal of technical and monitoring reports in compliance with Central Valley Regional Water Quality Control Board's (Regional Water Board) letter Phase II MS4 directives and will prepare the City's FY 2021/2022, 2022/2023, and 2023/2024 Annual Reports through the SMARTS system for the City's certification.

The cost of all time and materials shall not exceed \$75,000 for each fiscal year of this contract. Staff is requesting a two-year contract and is requesting a change in the term to set the term July 1, 2022 – June 30, 2024.

Fiscal Impact:

The funding of this Agreement in the amount of \$75,000 is a General Fund expense. Should the City Council approve this Agreement, Finance will make a budget adjustment for the needed appropriations.

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2022-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
THE PROFESSIONAL SERVICES AGREEMENT WITH CONDOR EARTH
TECHNOLOGIES, INC. FOR SUPPORTIVE SERVICES FOR THE CITY'S MS4
PERMIT**

WHEREAS, the City requires support and assistance complying with the State Water Board's Phase II Small Municipal Separate Storm Sewer System (MS4 Permit); and

WHEREAS, the City has used the services of Condor Earth Technologies, Inc. (Condor) for the last fifteen years and has had a previous Professional Services Agreement with them that will lapse in September 2022; and

WHEREAS, Condor has an extensive history with the City and its stormwater management practices and the City wishes to continue using Condor's services; and

WHEREAS, the scope of services will include the preparation and submittal of all necessary reporting requirements to be in compliance with the MS4 permit and other regulatory requirements and all services rendered not to exceed \$75,000 annually; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby approve the amended and Restated Master Professional Services Agreement, attached hereto as Attachment "A", with Condor Earth Technologies, Inc. for stormwater management support and to aid in compliance requirements for the MS4 Permit and authorize the City Manager to sign the agreement.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 22nd day of August 2022 by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

»
»
»

ATTEST:

ASHTON GOSE, Deputy City Clerk

**AMENDED AND RESTATED MASTER
PROFESSIONAL SERVICES AGREEMENT**
(City of Hughson/Condor Earth Technologies, Inc.)

THIS AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Hughson, a California municipal corporation (“City”) and Condor Earth technologies, Inc. (“Consultant”).

RECITALS

WHEREAS, the City has determined that it requires the professional services of a consultant to provide Phase II Small Municipal Separate Storm Sewer System (MS4) Permit (WDID No. 5S50M2000117) services and to act as an extension of the City of Hughson staff, to assist with the delivery of municipal services for residents, businesses, governmental agencies and other uses within and around the City of Hughson.

WHEREAS, the City and the Consultant entered into the “Master Professional Service Agreement,” which commenced on September 15, 2020, for the Consultant to provide the above-described MS4 services.

WHEREAS, the term of the “Master Professional Service Agreement” is set to expire soon and the not-to-exceed amount in that agreement has been met.

WHEREAS, the City and the Consultant now desire to amend and fully restate the Master Professional Service Agreement to extend the term of the contract, adjust Consultant’s fees, and adjust the not-to-exceed amounts specified for Consultant’s services.

WHEREAS, the 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.

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

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

1. DEFINITIONS

1.1. “Scope of Services” means the professional services as are generally set forth in Consultant’s August 15, 2022, Work order Agreement attached hereto as Exhibit A and incorporated herein by this reference. Assignment specific task orders will be issued.

1.2. “Approved Fee Schedule” means the compensation rates as are set forth in Consultant’s “Condor Earth Schedule of Fees 2022” document attached hereto as Exhibit B.

1.3. “Commencement Date” means July 1, 2022.

1.4. "Expiration Date" means the date the contract is expired.

2. TERM

2.1 The term of this Agreement shall commence at 12:00 a.m. on July 1, 2022, and shall expire at 11:59 p.m. on June 30, 2024, unless extended by written agreement of the parties or terminated earlier in accordance with Section 14 ("Termination") below.

3. CONSULTANT'S SERVICES

3.1. Consultant shall perform the services identified in the Scope of Services submitted on August 11, 2020. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sums specified by each Task Order unless specifically approved in advance and in writing by City.

3.2. Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).

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

4. COMPENSATION

4.1. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule, attached as Exhibit B. This Agreement also establishes a not-to-exceed billing amount of \$75,000 per year. City also agrees to reimburse consultant for any City approved extraordinary costs incurred by Condor, including Ms. Micheline Doyle Kipf, PG, QISP/ToR, QSD/QSP, in the performance of their duties as Consultant.

4.2 Consultant shall submit to City an invoice for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in

writing of any disputed amounts included on the invoice. Within thirty days (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

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

5. OWNERSHIP OF WRITTEN PRODUCTS

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

6. RELATIONSHIP OF PARTIES

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

7. CONFIDENTIALITY

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

8. INDEMNIFICATION

8.1. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged acts 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, agents, or subcontractors in the performance of this Agreement, except those matters arising from City's sole negligence or willful misconduct. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice. To the extent applicable, Consultant's duty to defend professional liability claims is subject to the provisions of California Civil Code Section 2782.2.

8.2. City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 8.

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

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

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

9. INSURANCE

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

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

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

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

9.1.4. Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

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

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

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

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

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

9.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

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

10. MUTUAL COOPERATION

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

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

11. RECORDS AND INSPECTIONS

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

12. NOTICES

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

If to City:

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

With courtesy copy to:

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

Consultant:

Micheline Doyle Kipf

Condor Earth Technologies, Inc.
2941 Sunrise Boulevard, Suite 150
Rancho Cordova, CA 95742
Telephone: (916)783-2060

13. SURVIVING COVENANTS

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

14. TERMINATION

14.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

15. GENERAL PROVISIONS

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

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

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

the California Fair Political Practices Act and the City of Hughson Conflict of Interest Code, as that term is applied to consultants.

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

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

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

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

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

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

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

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

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

15.13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for purposes of validity, enforceability, and admissibility.

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

“City”

City of Hughson

By: _____

Merry Mayhew, City Manager

Date: _____

“Consultant”

Condor Earth Technologies, Inc.

By: _____

Micheline Doyle Kipf, Env. Services Manager

Date: _____

Attest:

By _____

Ashton Gose, Deputy City Clerk

Date: _____

Approved as to form:

By: _____

Daniel J. Schroeder, City Attorney

Date: _____



CONDOR EARTH
2941 Sunrise Blvd., Suite 150
Rancho Cordova, CA 95742
916.783.2060
www.condorearth.com

WORK ORDER AGREEMENT FOR MASTER SERVICES

We are pleased to acknowledge the following work assignment. CONDOR EARTH TECHNOLOGIES, INC., hereinafter referred to as CONDOR, agrees to perform, and CLIENT agrees to pay for services performed in accordance with the scope of work set forth in this WORK ORDER AGREEMENT (AGREEMENT) * This AGREEMENT supersedes any and all negotiations, correspondence, or agreements either written or oral.

Order Received by:	Micheline Doyle Kipf	Date: August 15, 2022
Authorized by:	Ms. Merry Mayhew	Project No: 6589E
Invoice to:	City of Hughson	
	7018 Pine Street / PO Box 9	
	Hughson, California 95326	
Name of Job:	Order NO. 2013-0001-DWQ (Permit) Ongoing Compliance Support 2022/2024	
Location of Job:	City of Hughson	

Thank you for the opportunity to submit this Work Order to provide on-call compliance assistance for the City of Hughson's (City's) Phase II Small Municipal Separate Storm Sewer System (MS4) Permit (WDID No. 5S50M2000117) for Field Years (FYs) 2022/2023 and 2023/2024. MS4 Permit terms are from July 1 through June 30.

Scope of Work: Condor will provide consulting services and regulatory guidance in support of the City's efforts to maintain compliance with their Phase II MS4 Permit requirements. Permit elements include, but are not limited to: program management; public education and outreach; illicit discharge detection and elimination (IDDE); construction site storm water control; pollution prevention/good housekeeping for municipal operations; post-construction storm water management; water quality monitoring; program effectiveness assessment and improvement; storm water program training; Total Maximum Daily Loads (TMDLs) compliance requirements; statewide trash implementation program; and new pyrethroid control program requirements.

As requested by the City, Condor will prepare for the City's review and submittal technical and monitoring reports in compliance with Central Valley Regional Water Quality Control Board's (Regional Water Board) Letter Phase II MS4 directives (pursuant to California Water Code Sections 13267 and 13383).

Condor will prepare the City's FY 2021/2022, 2022/2023, and 2023/2024 Annual Reports. Condor will provide draft annual reports for the City's review and, upon approval, will submit the Annual Reports to SMARTS for the City's certification. Annual Reports have a regulatory compliance deadline of October 15.

Condor anticipates that the City's participation in this scope of work will include, but not limited to, the following activities:

- Provide timely responses for information and assistance requests.
- Participate in onsite or remote meetings with Condor, storm water BMP providers, and State and Regional Water Boards, as required.



EXHIBIT A

CONDOR EARTH
2941 Sunrise Blvd., Suite 150
Rancho Cordova, CA 95742
916.783.2060
www.condorearth.com

- Provide Condor immediate notification upon changes to the City's directed health and safety protocols.

This scope does not include engineering/structural design, procurement or installation/maintenance of storm water BMPs.

This scope does not include payment of fines/violations that may be incurred as the result of non-compliance with Regional Water Board directives.

Fees to be Charged**: Services to be provided on a Time and Materials basis as requested by the City according to Condor's current Schedule of Fees for Professional Consulting; budget not to exceed \$75,000 annually without prior approval by the City. Subsequent year Schedule of Fees anticipate an annual 3% inflation rate increase from Condor's Fiscal Year 2021-2022 rates (attached).

* The "Terms for Environmental Consulting Services" are part of this AGREEMENT.

Client agrees to provide access to the job location identified above in accordance with paragraph 5 of the "MASTER SERVICES AGREEMENT FOR CONSULTING SERVICES".

* Fee schedule, if attached, is considered part of this AGREEMENT.

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT effective on the date signed below by CLIENT.

CITY OF HUGHSON

CONDOR EARTH TECHNOLOGIES, INC.

By

By 

Printed Name: Merry Mayhew

Printed Name: Micheline Doyle Kipf

Position: City Manager

Position: Environmental Services Manager

Date:

Date: August 15, 2022

License No.: PG# 8385, QISP/ToR #00152,
QSD/QSP

X:\Project\6000_prj\6589 Hughson Small MS4 Support\6589E Hughson FY 22-24 Support\Contracts_Proposals_CE\WO 20220804 Small MS4 Permit Support.docx

**CONDOR EARTH
SCHEDULE OF FEES
2022**

STAFF MEMBER **RATE PER HOUR (\$)**

PRINCIPALS/PROJECT MANAGEMENT

Senior Principal	250.00
Principal Tunneling Consultant.....	240.00
Principal Engineer/Geologist.....	223.00
Project Director	213.00
Construction Manager	208.00
Project/Senior Manager	188.00

TECHNICAL

Senior Geotechnical Engineer	213.00
Registered Geotechnical Engineer	203.00
Certified Hydrogeologist/Engineering Geologist.....	203.00
Senior Geologist/Engineer/Environmental Specialist	193.00
Senior Process Safety Management Specialist	183.00
Unmanned Aerial System (UAS) Specialist.....	156.00
GIS Programmer/Analyst.....	156.00
Process Safety Management Specialist	156.00
Resident Construction Inspector.....	156.00
Associate Geologist/Engineer/Environmental Specialist	156.00
Aboveground Storage Tank (AST) Certified Inspector.....	146.00
Staff Geologist/Engineer/Environmental Specialist	141.00
GIS Technician.....	131.00
Engineering Assistant.....	114.00
Senior Technician.....	109.00
Draftsperson	104.00
Technician	89.00

MATERIALS TESTING *

MTSI Project/Laboratory Manager	131.00
Certified Welding Inspector	124.00
Special Inspector	104.00
Senior Materials Technician.....	99.00
Materials Technician	84.00

SUPPORT STAFF

Senior Project Administrator	136.00
Administrative Specialist.....	109.00
Project Coordinator	109.00
Technical Editor	81.00
Administrative Assistant	74.00

MISCELLANEOUS

Overtime (all Saturday work is overtime).....	(1.3 times rate)
Double-time (all Sundays and Holidays).....	(1.7 times rate)
Litigation Support.....	300.00 – 400.00

NON-LABOR CHARGES

Vehicle charge \$55 per day plus 55 cents per mile
 Unit Charges per Condor Unit Fee Schedule
 Billable Field Equipment per Condor Billable Field Equipment Schedule
 Laboratory Charges per Condor Laboratory Fee Schedule

*A 2-hour minimum charge will be applied to all field services, and a 4-hour minimum will be applied for the cancellation of work within 24 hours of scheduled field work.

OUT-OF-POCKET EXPENSES

Billed at cost plus 15% and includes such items as travel expenses, equipment rental, laboratory fees, subcontractors, postage and freight, subcontracted printing or reproduction fees, supplies, etc.

PREVAILING WAGE

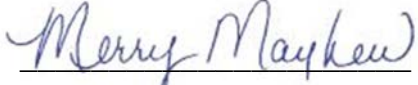
Refer to Condor Prevailing Wage Schedule of Fees





CITY COUNCIL AGENDA ITEM NO. 3.7

SECTION 3: CONSENT CALENDAR

Meeting Date: August 22, 2022
Subject: Approval of a Response Letter to the Stanislaus County Civil Grand Jury Report on Homelessness, Case # 22-05GJ
Enclosures: Draft Response Letter
Civil Grand Jury Report
Presented By: Merry Mayhew
Approved By: 
City Manager

Staff Recommendation:

Approve a response letter to the Stanislaus County Civil Grand Jury Report on Homelessness, Case # 22-05GJ.

Background and Discussion:

The 2021-2022 Stanislaus County Civil Grand Jury (SCCGJ) investigated and reported on, "Homelessness: The Elusive Definition of Success" (Case #22-05GJ). The report identified multiple contributing causes to homelessness, including unemployment, lack of affordable housing, poverty, mental health, substance abuse, domestic abuse, and family conflict.

The SCCGJ's report identified dozens of public agencies, private organizations, and non-profits who have worked on issues of homelessness over the past 30 years, as well as numerous plans that have been adopted over the years to address homelessness. Their findings concluded that accountability is lacking in coordination between all these agencies.

In addition, the SCCGJ's findings concluded there are at least 17 federal and state sources that can be used to fund homeless efforts and they were able to identify a minimum of \$30 million in state and federal funding allocated to these efforts in Stanislaus County over a recent three-year period. With the significant dollars spent to address homelessness, the lack of accountability was problematic and can undermine the public's confidence.

The SCCGJ stated that their report was intended to raise awareness of the scope and magnitude of the issue and how the community is addressing it.

The City of Hughson did not receive a written request from the Civil Grand Jury to respond to this report until it was hand-delivered on August 17th. This was due to the Post Office having returned the mail to the sender due to an insufficient address. However, the report was discussed in a City Manager meeting and staff followed up to review the report on the SCCGJ's website. The report states that the City of Hughson, as well as multiple other agencies within the County, are required, in accordance with Penal Code 933 and 933.05(f), to provide a written response within 90 days.

Fiscal Impact:

A response to the Grand Jury Report has no impact on City funds.



August 22, 2022

DRAFT RESPONSE

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

RE: Response to the Stanislaus County Civil Grand Jury Report Case # 22-05GJ

Honorable Robert B. Westbrook:

The City of Hughson is sending this letter in response to the Civil Grand Jury report named, *Homelessness: The Elusive Definition of "Success"* received by the City on August 17, 2022.

City staff has reviewed the sections of the Civil Grand Jury report and presented its findings and recommendations to the Hughson City Council at a regular meeting on August 22, 2022. The following is the Hughson City Council's response based on this analysis and submitted as required to the Civil Grand Jury's Findings (F1 through F6) and Recommendations (R1 through R5).

F1 – The number of homeless in Stanislaus County fluctuates from year to year but is increasing over time. This trend was exacerbated by the COVID-19 pandemic.

Partially Agree - The City of Hughson assists in the Point in Time counts and while the City has not seen an increase within the City, it is acknowledged that most resources are closer to emergency shelters and transitional housing.

F2 – The most significant causes of homelessness are lack of affordable housing, substance abuse, and mental health.

Partially Agree - The City of Hughson has limited knowledge on the most significant causes of homelessness, but can agree that lack of affordable housing, substance abuse, and mental health are likely contributing factors.

F3 – Efforts to better coordinate the system of care are underway. These include the Stanislaus Homeless Alliance at the policy level and the Homeless Management Information System at the operational level.

Partially Agree - The Homeless Management Information System is a tool used by the Continuum of Care which is an entity contracted through the County Community Services Agency. CSOC is the legal entity that provides oversight of state and federal funds (funds that come with strict parameters for the use of funds) in the County.

F4 – Since over half of the homeless each year are in the care system for the first time, efforts to prevent homelessness have not been successful enough. Without greater prevention success, homelessness cannot be reduced.

Partially agree – The City of Hughson does not have data to verify the above statement.

F5 – Despite enormous funding for homeless programs, and despite the fact that there are many individual successes, overall, the system to date has not reduced homelessness.

Partially Agree – Much work has been taken to place individuals and families experiencing homelessness in housing such as low barrier shelters and transitional shelters.

F6 – There is insufficient accountability for the effective use of homeless funds. While many agencies are accountable to their funding sources, primary responsibility for measuring accountability and effectiveness rests with the Community Services Agency, the Community System of Care (CSOC), and the Stanislaus Homeless Alliance.

Partially agree – While the City of Hughson does not receive State funding for homelessness and therefore has no knowledge of the reporting requirements, it is the City's experience that with State and Federal funding comes much accountability and data collection.

R1 – More accountability needs to be introduced into the system. The Community System of Care, the Stanislaus Homeless Alliance, and the Community Services Agency should take the lead, demand verifiable performance, and focus funding and other resources on those agencies and organizations with demonstrable success. This should be done by jointly adopting a performance evaluation system prior to the allocation of the next round of federal homeless funding. Progress on achieving the eight goals set forth in the Stanislaus 2021 Regional Strategic Plan to Address Homelessness should be included in performance evaluations.

Partially Agree - Overseeing Federal and State funding requires a great deal of accountability. The City of Hughson participates annually on a reviewing and ranking panel to move Federal and State funds into the hands of competent nonprofits in the County.

R2 – More focus should be given to preventing homelessness. To the extent there are funds not earmarked for other purposes, in the budgeting process of each jurisdiction, priority should be given to allocating funds for affordable housing, substance abuse treatment and mental health services.

Partially Agree – In the past, cities had a funding source called Redevelopment Agency Housing that was set aside specifically for affordable housing. These funds were taken away in 2012 by the State of California Legislature. Currently, the largest source of funds for affordable housing is HUD funds. The City of Hughson currently participates in a consortium with Stanislaus County and other cities to ensure all affordable housing funds available are used within the region. These include Community Development Block Grants; HOME Grants-funds for rehabilitation of low-income homes, and Emergency Shelter/Solutions Grants.

Prevention programs within the City of Hughson include a strong city-school (Hughson Unified School District) partnership that helps to identify communal issues as they arise in addition to preventing issues from arising. The Hughson Unified School District supports many programs for youth. Examples include Future Farmers of America (FFA), 4-H, band, mentoring, art, drama, choir, and school sports programs, just to name a few. In addition, the Family Resource Center, located in Hughson administers prevention programs by providing support to families by linking them to resources in the community, providing parent education programs, health education and outreach, family literacy and school readiness, healthy birth outcomes classes, mental health services, family time events, a Promotoras program, and by providing assistance to families who tested positive for COVID-19 with financial assistance, food, cleaning supplies and hygiene supplies.

Additionally, the City of Hughson has placed a high priority on developing parks for recreation and supporting the school and sports programs. Baseball and football are a large part of the Hughson community with associations that provide fundraisers and use the funds to purchase equipment for the teams and assist children to participate who may not otherwise be able to participate due to funding. These programs through the school district and various associations in the Hughson community promote positive youth development that engages youth in intentional, productive, and constructive behaviors that work to prevent a variety of risky behaviors among young people.

R3 – All cities in the county should continually be encouraging the construction of significantly more affordable housing. They should evaluate their plans, procedures, and requirements with the goal of balancing community goals, standards, and aspirations with the need for affordable housing.

Agree - The City of Hughson is in the process of updating the 2005 General Plan. Through this process, the State of California specifically requires cities to provide land for different levels of housing density. In addition, infill development is an example of developments that by their very nature, small one-bedroom units, are more affordable. In Hughson, the Walker Place Apartments (20 units) are one example of an infill project that will rent at a lower cost than residential homes that are larger and have a greater square footage of property.

The City of Hughson is in the process of reviewing Ordinances and processes to ensure the City does not have unreasonable standards that would restrict low-income housing should a developer wish to pursue this option, as well as allowing for accessory dwelling units (ADUs) as permitted by the State.

R4 – All cities should report annually to the Community System of Care and Stanislaus Homeless Alliance on the steps they have taken to help produce more affordable housing.

Partially Agree – Adding additional reporting requirements on cities is not going to help produce results in preventing homelessness. Cities report to the State and the Stanislaus County Consortium (HUD funding) on the use of funding for low-income housing and if this information would be of assistance to agencies, such as the CSOC and SHA, the reports could be copied to them.

Respectfully submitted,

Merry Mayhew
City Manager



STANISLAUS COUNTY CIVIL GRAND JURY

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

Date: June 16, 2022

Case #: 22-05GJ

CONFIDENTIAL – DELIVERY BY Certified Mail- Return Receipt Requested

Name of Party Being Served Report
George Carr, Mayor City of Hughson 7018 Pine Street P.O. Box 9 Hughson, CA 95326

Dear Mayor Carr ,

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

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

Sincerely,

Michael C. Herrero

Michael Herrero, Foreperson
2022-2023 Civil Grand Jury

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

Homelessness: The Elusive Definition of “Success”

2021-2022 Stanislaus County Civil Grand Jury

Case #22-05GJ

SUMMARY

Homelessness is a growing problem around the country. Stanislaus County is no exception. Homeless is defined as an individual or family lacking a fixed, regular, and adequate nighttime residence.

Unemployment, lack of affordable housing, poverty, mental health, substance abuse, domestic abuse and family conflict are among the contributing causes. The public and private efforts to address homelessness are as diverse as its causes.

The Stanislaus County Civil Grand Jury (SCCGJ) identified dozens of public agencies, private organizations, and non-profits working in this arena. It is hard to evaluate coordination, effectiveness, and accountability when efforts are so fragmented.

The SCCGJ found that while efforts to coordinate all these agencies and their activities are being pursued, accountability is lacking. Given the significant dollars spent to address homelessness, this lack of accountability is problematic and can undermine the public's confidence in our public agencies.

This report aims not to get into all the specific details as to where the money is coming from and where it is going. Rather, the SCCGJ intends to raise awareness of the scope and magnitude of this issue and how we as a community address it. Failings concerning how our community deals with homelessness is not unique to Stanislaus County, but nevertheless Stanislaus County needs to be more successful.

METHODOLOGY

The SCCGJ reviewed numerous reports, publications and plans developed over the last few decades by local, state and federal agencies. It researched local private and non-profit organizations fighting homelessness. It requested and received information and materials from both the public and private entities. It interviewed representatives of both the public agencies and private organizations.

BACKGROUND

Organization For decades there have been organized efforts to combat homelessness.

- The efforts began with a federally required organization called the “Continuum of Care” to track homeless individuals and families over thirty years ago.
- In 2001 Stanislaus County and the City of Modesto recognized the Continuum as the planning and coordinating body for homeless programs and services.
- In 2015 the Homeless Action Council was formed to reduce and prevent homelessness.
- In 2017 the Continuum and Homeless Action Council merged to create the Stanislaus County Community System of Care (CSOC).
- In 2019 the Stanislaus Homeless Alliance was created to provide one vision, one program strategy, one funding strategy, and one annual report card to communicate performance outcomes.
- In 2019 Stanislaus County created a Homeless and Housing Services Division in the Community Services Agency. Several cities have also designated staff to work on homelessness.

Plans Numerous plans have been adopted over the years to address homelessness. The most recent is the Stanislaus 2021 Regional Strategic Plan to Address Homelessness.

Many agencies, organizations and non-profits have programs to address homelessness. These programs include emergency shelters, transitional shelters which provide a bridge between emergency and permanent housing, permanent housing, and rental assistance.

For example, at the County level, the Community Services Agency, the Behavioral Health and Recovery Services Agency, the Health Services Agency, the Planning and Community Development Department, and Chief Executive Office are all involved in addressing homelessness.

Appendix A contains a non-exhaustive list of key homeless and housing programs and services in the County as documented in the Stanislaus 2021 Regional Strategic Plan to Address Homelessness.

Funding There are at least seventeen federal and state sources that must or can be used to fund homeless programs (see Appendix B). Funding for homeless efforts increased dramatically during the pandemic. The SCCGJ was able to identify a minimum of \$30 million in state and federal funding allocated to these efforts in Stanislaus County over a recent three year period, and the amount is likely to be higher. Significant private funding has also occurred.

Coordination Since 1988 there have been several efforts to coordinate services. The latest attempt was the creation of the Stanislaus Homeless Alliance. The Alliance’s Board is comprised of elected officials from throughout the County. A key mission of the Alliance is “...to coordinate development of a shared performance measurement system to assess effectiveness, quality, efficiency, access, and availability of homeless services throughout Stanislaus County.”

The County’s Community Services Agency operates the Homeless Management Information System, a searchable database of information on homeless individuals. Data is entered into the

system by service providers, creating a single source of information on homeless individuals. This system can provide analysis of how families and households move through the homeless care system over time, as well as reports on overall system performance.

The question could be asked, “Do we judge programs based on their good intent, or on the actual outcomes?” The SCCGJ acknowledges that the programs and funds currently used to address homelessness help many individuals and families. The concern of the SCCGJ is whether the funds come attached with a way to assess if there has been progress toward reducing or ending homelessness.

DISCUSSION

Efforts to address homelessness fall into two categories. The first category is getting people off the streets and into shelter. Many of the programs in Stanislaus County fall into this category. The SCCGJ refers to these as the service programs.

The second category is combating the underlying causes of homelessness. The SCCGJ refers to these as the prevention programs.

Point-in-Time Counts Agencies receiving federal funds for homelessness are required to annually conduct a count of the homeless during a single twenty-four-hour period. This is done the same night throughout the United States. While the methods for these counts have changed over time, and recently were complicated by the COVID-19 pandemic, they provide a ballpark estimate of the number of homeless. The following table shows the Point-in-Time counts for Stanislaus County since 2005, showing the total numbers, total in emergency shelters, total in transitional shelters, total unsheltered, and percentage unsheltered.

Stanislaus County Point-In-Time Counts

Year	Total	In Emergency Shelters	In Transitional Housing	Unsheltered	% Unsheltered
2005	1,613	484	194	935	58%
2010	1,800	496	305	999	56%
2015	1,408	558	167	693	49%
2016	1,434	566	138	730	51%
2017	1,661	683	157	821	49%
2018	1,356	578	172	606	45%
2019	1,923	662	173	1,088	57%
2020	2,107	803	217	1,087	52%
2021	2,900*				

*2021 number is initial estimate

There are homeless individuals throughout the County, with over 80% living in the greater Modesto-Riverbank-Empire area.

Homeless by Community 2020

Modesto	1,592
Turlock	232
Patterson	78
Empire	77
Oakdale	36
Ceres	29
Riverbank	26
Newman	21
Denair	7
Waterford	6
Salida	2
Hughson	1

Among the homeless identified in the 2020 Point-in-Time count:

- 18% had mental health issues
- 19% suffered from substance abuse
- 7% were victims of domestic violence
- Over 5% were unaccompanied youth
- Over 60% had been in jail, prison, or juvenile detention
- 25% spent time in a treatment center
- 12% had been in foster care

In 2020 over half of those receiving homeless services were doing so for the first time. There is not a large influx of homeless from other regions into the county. The vast majority of those receiving homeless services in Stanislaus County are from our County.

Several service providers interviewed noted that on any given night there is a surplus of emergency shelter beds. The challenge is getting them filled.

The most recent homeless plan, the Stanislaus 2021 Regional Strategic Plan to Address Homelessness, recommended the following eight goals:

- Increase availability of permanent housing for people experiencing homelessness
- Increase access to and availability of mental health, substance abuse treatment, and other supportive services to increase housing stability and well-being
- Achieve equity in governance, outreach, provision of services, program participation, and outcomes while improving outreach, care and culturally attuned services to vulnerable and historically underserved populations

- Increase coordination of services, access, and information to build capacity across the homeless system of care
- Increase pathways to essential community services that support self-sufficiency
- Increase participation of people with lived experience of homelessness in decision-making and feedback processes across the homeless system of care
- Strategically support homelessness prevention, diversions, and rapid resolution
- Improve coordination of homeless programs to further public health and safety in support of community standards and increased access to services for people experiencing homelessness

COMMENDATION

The SCCGJ salutes all the public agencies and private organizations working to alleviate homelessness. The recommendations which follow are meant to help these agencies and organizations as they address this complicated and challenging task.

FINDINGS

- F1.** The number of homeless in Stanislaus County fluctuates from year to year but is increasing over time. This trend was exacerbated by the COVID-19 pandemic.
- F2.** The most significant causes of homelessness are lack of affordable housing, substance abuse, and mental health.
- F3.** Efforts to better coordinate the system of care are underway. These include the Stanislaus Homeless Alliance at the policy level, and the Homeless Management Information System at the operational level.
- F4.** Since over half of the homeless each year are in the care system for the first time, efforts to prevent homelessness have not been successful enough. Without greater prevention success, homelessness cannot be reduced.
- F5.** Despite enormous funding for homeless programs, and despite the fact that there are many individual successes, overall the system to date has not reduced homelessness.
- F6.** There is insufficient accountability for the effective use of homeless funds. While many agencies are accountable to their funding sources, primary responsibility for measuring accountability and effectiveness rests with the Community Services Agency, the Community System of Care, and the Stanislaus Homeless Alliance.

RECOMMENDATIONS

- R1.** More accountability needs to be introduced into the system. The Community System of Care, the Stanislaus Homeless Alliance, and the Community Services Agency should take the lead, demand verifiable performance, and focus funding and other resources on those agencies and organizations with demonstrable success. This should be done by jointly adopting a performance evaluation system prior to allocation of the next round of federal homeless funding. Progress on achieving the eight goals set forth in the Stanislaus 2021 Regional Strategic Plan to Address Homelessness should be included in performance evaluations.
- R2.** More focus should be given to preventing homelessness. To the extent there are funds not earmarked for other purposes, in the budgeting process of each jurisdiction, priority should be given to allocating these funds for affordable housing, substance abuse treatment, and mental health services.
- R3.** All cities in the County should continually be encouraging the construction of significantly more affordable housing. They should evaluate their plans, procedures, and requirements with the goal of balancing community goals, standards, and aspirations with the need for affordable housing.
- R4.** All cities should report annually to the Community System of Care and Stanislaus Homeless Alliance on the steps they have taken to help produce more affordable housing.
- R5.** Subsequent civil grand juries are encouraged to monitor progress on these recommendations and consider a more in-depth investigation into efforts to produce affordable housing.

REQUIRED RESPONSES

The following responses are required within sixty days after receipt of this report per Penal Code §933 and §933.05.

- Director of the Stanislaus County Community Services Agency: **F1, F2, F3, F4, F5, F6, R1, R2, R3, R4,**
- Chairperson, Community System of Care: **F1, F2, F3, F4, F5, F5, R-1, R2, R3, R4**
- Chair, Stanislaus Homeless Alliance: **F1, F2, F3, F4, F5, F6, R1, R2, R3, R4**

The following responses are required within ninety days after receipt of this report per Penal Code §933 and §933.05.

- Modesto City Council: **F1, F2, F3, F4, F5, F6, R1, R2, R3, R4**

- Turlock City Council: F1, F2, F3, F4, F5, F6, R1, R2, R3, R4
- Ceres City Council: F1, F2, F3, F4, F5, F6, R1, R32, R3, R4
- Riverbank City Council: F1, F2, F3, F4, F5, F6, R1, R2, R3, R4
- Oakdale City Council: F1, F2, F3, F4, F5, F6, R1, R2, R3, R4
- Patterson City Council: F1, F2, F3, F4, F5, F6, R1, R2, R3, R4
- Newman City Council: F1, F2, F3, F4, F5, F6, R1, R2, R3, R4
- Hughson City Council: F1, F2, F3, F4, F5, F6, R1, R2, R3, R4
- Waterford City Council: F1, F2, F3, F4, F5, F6, R1, R2, R3, R4

These responses shall be submitted to:

Honorable Robert B. Westbrook

Presiding Judge, Superior Court of California, County of Stanislaus

P.O. Box 3488

Modesto, CA 95353

DISCLAIMER

This case, #22-05GJ, is issued by the 2021-2022 Stanislaus Couty Civil Grand Jury with the following exception: a member of the jury voluntarily recused due to a potential conflict of interest. This juror was excluded from all phases of the investigation, including interviews, deliberations, voting, writing, and approval of this report. None of the information included in this report was obtained from the recused juror to prevent any potential bias in the report.

<p>Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code §929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.</p>
--

Appendix A: Homeless Agencies, Non-Profits, Programs, and Services

Sources: Stanislaus 2021 Regional Strategic Plan to Address Homelessness and Civil Grand Jury Research

Emergency Shelter:

- Community Housing and Shelter Services
- Family Promise of Greater Modesto
- Modesto Gospel Mission
- Salvation Army
- Turlock Gospel Mission
- Haven's Women's Center
- We Care (Turlock)
- Turning Point
- Helping Others Sleep Tonight
- Children's Crisis Center
- Stanislaus County Affordable Housing Corporation
- Oakdale Rescue Mission
- HOST House (Patterson)
- Naomi's Place (Patterson)

Seasonal Shelter:

- Stanislaus County Housing Authority
- Stanislaus County Affordable Housing Corporation

Transitional Housing:

- Center for Human Services
- Cambridge Academy through HOST House and Naomi's Place
- Community Impact Central Valley

Rapid Re-Housing

- Center for Human Services
- Family Promise
- We Care
- WestCare
- Catholic Charities of the Dioceses of Stockton
- Community Shelter and Housing Services

Permanent Supportive Housing

- Community Housing and Shelter Services
- Stanislaus County Affordable Housing Corporation
- We Care
- Community Impact Central Valley
- Stanislaus County Housing Authority
- Turning Point

Day Center

- Modesto Gospel Mission
- Turlock Gospel Mission
- Turning Point

Shower and Laundry Services

- What Would Jesus Do Ministry

Public Agencies with programs or roles in addressing homelessness:

- Stanislaus County Community Services Agency
- Stanislaus County Health Services Agency
- Stanislaus County Behavioral Health and Recovery Services
- Stanislaus County Planning and Community Development Department
- Stanislaus County Chief Executive Office
- City of Modesto
- City of Patterson
- City of Riverbank
- City of Turlock

Appendix B: Funding Sources for Homeless Programs and Services

Sources: Stanislaus 2021 Regional Strategic Plan to Address Homelessness and Civil Grand Jury Research

Following are some of the large number of funding sources that are either targeted at or can be used for homeless services.

Federal:

- Community Development Block Grants (CDBG)
- Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH)
- Emergency Solutions Grants (ESG)
- CARES, multiple rounds of pandemic relief funds
- Department of Veterans Affairs Supportive Housing Program
- Administration for Children and Families

State of California

- CalWORKs Housing Support Program (HSP)
- California Emergency Solutions and Housing Funds (CESH)
- Homeless Coordinating and Financing Council (HCFC)
- Homeless Emergency Aid Program (HEAP)
- Homeless Housing, Assistance and Prevention Program (HHAP)
- Homeless Youth Emergency Services and Housing Program
- Human Trafficking Victim Assistance Program
- Housing and Disability Advocacy Program (HDAP)
- HomeKey Program
- Housing Opportunities for Persons with AIDS
- No Place Like Home (NPLH)

HOW TO RESPOND TO FINDINGS & RECOMMENDATIONS

Responses

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

Deadline for Responses

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

- Not later than 90 days after the Civil Grand Jury submits a final report on the operations of a public agency, the governing body of that agency shall respond to the findings and recommendations pertaining to the operations of their agency.
- Not later than 60 days after the Civil Grand Jury submits a final report on the operation of a County agency, the elected head governing that agency shall respond to the findings and recommendations pertaining to the operations of their agency.
- Information copies of responses pertaining to matters under the control of a county officer or agency are to be sent to the Board of Supervisors.
- A copy of all responses to the Civil Grand Jury reports shall be placed on file with the clerk of the public agency and the Office of the County Clerk, or the city clerk when applicable.
- One copy shall be placed on file with the applicable Civil Grand Jury by, and in the control of, the currently impaneled Grand Jury, where it shall be maintained for a minimum of five years.

Content of Responses

For each Civil Grand Jury findings and recommendations, the responding person or entity shall report one of the following actions:

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

Respond to:

Responses to the Civil Grand Jury's findings and recommendations are sent in the form of an original hard copy (Microsoft Word or PDF) to:

**The Honorable Robert B. Westbrook, Presiding Judge
Superior Court of California, County of Stanislaus
PO Box 3488
MODESTO, CA 95353**



CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: August 22, 2022
Subject: Adopt Resolution No. 2022-41, Approving the Installation of a Turlock Irrigation District Electric Vehicle Station at 7018 Pine Street, and Authorizing the City Manager to Execute the Agreement and Site Verification Form
Enclosures: Exhibit A-TID-Hughson EV Station License Agreement
Exhibit B-Inland Counties Site-Verification Form
Exhibit C-Site Map
Exhibit D - ChargePoint Specifications Sheet
Presented By: Jose Vasquez, Public Works Superintendent
Approved By: 
City Manager

Staff Recommendations:

1. Adopt Resolution No. 2022-41, Approving the installation of a Turlock Irrigation District Electric Vehicle Station at 7018 Pine Street.
2. Authorize the City Manager to execute the Agreement and Inland Site-Verification Form, inclusive of edits by the City Attorney.

Background and Discussion:

In 2021, Turlock Irrigation District (TID) approached the City of Hughson regarding the possibility of installing a TID-owned and operated Level II electric vehicle (EV) charger located at Hughson City Hall. At the time, TID was working to procure chargers, secure vendor contracts, and align plans for installation. In late April 2022, TID again contacted the City to discuss plans to move forward with contracts, location, permitting, and installation of an EV Charger.

TID's objective in installing public charging is to promote electrification, accelerate EV growth within TID's district, and study the installation processes and infrastructure upgrades. TID is also planning to use acquired meter data for future analysis to potentially help shape future programs and projects. Customers using the charger would be charged \$0.15 cents p/kWh.

The Level II charger that TID recommends installing is a ChargePoint CT4000 Level 2 Commercial Charger, SAE J1772. This charger is universal for almost all EVs,

both hybrid and all-electric. It has a charging capacity of 7.2kW. ChargePoint indicates that most vehicles would charge within 2-3 hours depending on the charge the vehicle started with. The ChargePoint specifications sheet is attached. The ChargePoint Charger would be dual port, meaning two vehicles could be charged at once.

Through several meetings with TID staff and City staff, it was determined that the parking lot on the west side of City Hall would be a preferred location as there is room to create a van-accessible ADA parking spot that would have accessibility to the charger. Other sites were reviewed; however, ADA parking was a concern and for this project, TID was looking for a City-owned location where a charger could be placed quickly and efficiently.

TID Engineering inspected the site in early August 2022 and recommended the placement as shown in Exhibit C. A building permit application, including electrical engineering plans and specs, and a site plan will be submitted for approval to the Community Development Department prior to construction.

The attached License Agreement contains the following conditions:

- a term of five years from the date the Charger is operational;
- contains an automatic renewal for successive five-year periods;
- may be terminated with 30 days notice prior to the five-year renewal period and for various other reasons such as breach of contract and failure to perform;
- City will maintain premises in a clean, safe and orderly condition;
- City has no responsibility to maintain TID's charging station or related TID equipment, hardware, software, or signage;
- TID retains ownership of the Charging Station;
- TID is responsible for all installation activities required to support the operation of the Charging Station and services;
- TID will submit plans to the City for approval; and
- should the Charging Station be removed, TID will return the Premises and Property to its original condition.

The City recommends the placement of this EV Charger as it will provide additional service to any regular customers to the City as well as individuals using the handicap facilities at City Hall.

Fiscal Impact:

Approval of the recommendations will not result in a fiscal impact to the City of Hughson.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2022-41**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON, CALIFORNIA,
APPROVING THE INSTALLATION OF A TURLOCK IRRIGATION DISTRICT ELECTRIC
VEHICLE CHARGING STATION AT 7018 PINE STREET AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE AGREEMENTS**

WHEREAS, Turlock Irrigation District (TID) requested to install an Electric Vehicle (EV) Level II Charging Station on City property in order to promote electrification, accelerate EV growth within TID's district, and study the installation processes and infrastructure upgrades; and

WHEREAS, TID plans to use acquired meter data for future analysis to potentially help shape future programs and projects; and

WHEREAS, TID plans to install a ChargePoint CT4000 Level 2 Commercial Charger, SAE J1772, that is universal for almost all EVs, both hybrid and electric; and

WHEREAS, through several meetings between TID and City staff, a mutually agreeable site was located.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Hughson does hereby approve the Agreement with Turlock Irrigation District and the Site Plan and authorizes the City Manager to sign the Agreement and Site Verification Form.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Hughson at its special meeting held on this 22nd day of August 2022 by the following roll call votes:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

ELECTRIC VEHICLE CHARGING STATION LICENSE AGREEMENT

This Electric Vehicle Charging Station License Agreement ("Agreement") is entered into as of the ___ day of _____, 2022 ("Agreement Date") by and between the City of Hughson, a political subdivision of the State of California ("CITY") and the Turlock Irrigation District, a California irrigation district ("TID").

RECITALS

- A. CITY is the fee simple owner of certain real property located at [property address] ("Property");
- B. TID is the electrical service provider within TID's electrical service area and has undertaken to install, operate and maintain various electrical vehicle charging stations.
- C. The parties recognize the mutual benefit of having TID install, maintain and operate electric vehicle recharging stations on the Property and desire to enter into this Agreement for that purpose.

NOW THEREFORE for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, CITY and TID hereby agree as follows:

A G R E E M E N T

1. INCORPORATION OF RECITALS. The Recitals set forth above, and any exhibits referenced herein, are each incorporated into the body of this Agreement as if set forth in full.

2. Grant of License. CITY grants to TID for the Term of this Agreement: (a) an exclusive and irrevocable license to use and occupy a portion of the Property as more particularly described on Exhibit A hereto (the "Premises") for the Purpose, as defined below; and (b) any necessary easements for access and utilities for the Purpose.

3. Purpose. The Premises may be used by TID for any lawful activity in connection with the design, development, construction, installation, maintenance, repair, replacement, removal, security, and operation of electric vehicle chargers and ancillary items, including, without limitation, electrical equipment, hardware, software, signage and all supporting equipment and structures (collectively, the "Charging Station"), together with any other uses permitted herein ("Purpose"), on the terms and conditions set forth in this Agreement.

4. Term & Termination. The term of this Agreement (as extended or renewed from time to time, the "Term") shall commence on the Agreement Date and terminate five (5) years from the date that the Charging Station is first operational ("Commencement Date"). After the Agreement Date, TID will diligently work to complete construction and installation of the

Charging Station to make it operational. TID shall send CITY notice of the Commencement Date within thirty (30) days of the Commencement Date.

5. Renewal. Provided TID is not in breach of this Agreement, or the Agreement has not been terminated as set forth herein, this Agreement shall automatically renew for successive five (5) year periods under the same terms and conditions. CITY or TID may terminate this Agreement upon the conclusion of each five (5) year period described in the preceding sentence by delivering notice to the other party at least thirty (30) days prior to each such five (5) year period's conclusion.

6. Consideration for License. CITY acknowledges that TID's obligation to install, maintain and operate the Charging Station will provide CITY a benefit to the public which uses and accesses the Property. As such, TID shall not be required to pay CITY any additional consideration for the grant of license contained in this Agreement.

7. Early Termination. This Agreement may be terminated upon thirty (30) days' written notice to either party without penalty or fee: (a) in the case of TID, at any time prior to the submission of the installation plans for construction of the Charging Station at the Property or in the event that TID determines that the construction or continued operation of the Charging Station is impracticable or uneconomical; and

(b) in the case of CITY, in the event the Commencement Date has not occurred within fifteen (15) months following the Agreement Date; provided that the foregoing right shall terminate upon the Commencement Date.

8. Termination for Cause. This Agreement may be immediately terminated for cause by either party under either of the following circumstances: (a) the other party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for fifteen (15) business days after receipt of written notice; or

(b) the other party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy insolvency laws.

9. Maintenance of Premises. CITY shall cause the Premises to be maintained in a clean, safe, and orderly condition, to at least the same standard as other areas at the Property. CITY shall have no responsibility to maintain TID's Charging Station or related TID equipment, hardware, software, or signage. CITY shall not retain any ownership rights in the Charging Station and related TID equipment.

10. Installation Activities. (a) TID shall, at its sole cost and expense, be responsible for all installation activities (the "Installation Activities") required to support the operation of the Charging Station and services therewith, including furnishing and installing all materials, equipment, and labor required for the installation of the Charging Station. TID may, at any time during the Term and in its discretion modify, including, without limitation, upgrade, replace, and/or remove all or a portion of the Charging Station (collectively, "Modifications"), whether or not said items are considered fixtures and attachments to the Premises. In the event of a

substantial and significant Modification to the Charging Station, TID shall provide at least sixty (60) days prior notice to CITY.

(b) Before beginning any Installation Activities, TID shall provide a copy of the, Charging Station specifications, and installation plans to CITY for its approval, which approval shall not be unreasonably delayed or withheld. No work will begin until plans have been approved by CITY. With respect to its Installation Activities, TID shall ensure that it or its designated contractor(s) and/or service providers perform Installation Activities only during times and days acceptable to CITY and in a manner so as not to unreasonably interfere with CITY's business operations.

(c) Upon completion of any Installation Activities under this Agreement, CITY shall not retain any ownership rights of the Charging Station and related equipment, hardware, software, signage, and supporting equipment and structures at the Property.

11. TID Electrical Charges. Unless otherwise agreed by the parties, TID shall be responsible for all electrical charges of the Charging Station. CITY shall reasonably cooperate with TID's efforts regarding the provision of electrical service to the Charging Station. Neither CITY nor TID has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the Charging Station, unless the cause of the interruption is covered by the party's indemnity.

12. Charging Services, Operation and Maintenance. TID's network on the Charging Station shall be accessible to TID's subscribers, customers, agents, employees, contractors, vendors, guests, and invitees, who shall be charged in amounts reasonably determined by TID, which may change from time to time in TID's sole discretion.

TID shall provide maintenance services to ensure all equipment is properly checked, tested, and activated for safe and proper operation. TID shall not be responsible for enforcement of laws relating to parking or similar codes for the operation of motor vehicles.

13. Access. The Property is a public parking lot, which shall allow the public complimentary access to the Premises at all times during the Term of this Agreement, except during times at which the CITY must close the parking lot for general operating hours, maintenance, safety, special events, and other unforeseen reasons in the discretion of the CITY. The CITY shall use best efforts to notify TID at least forty-eight (48) hours in advance of such a closure. Subject to all other provisions and obligations of this Agreement, TID and its employees, contractors, and vendors may access the Premises and Property to maintain, inspect, repair, upgrade, or replace any portion of the Charging Station.

14. Signage and Striping. Subject to CITY's prior approval, TID may paint, place, erect, or project signage, marks, or advertising devices in, on, about, or around the Premises at TID's sole cost and subject to applicable laws and regulations. At no time may CITY place any signage on TID's property. TID shall install electric vehicle parking stall pavement striping and markings per the plans approved by the CITY. All signage and pavement markings must be consistent with industry standards for electric vehicle parking, CITY requirements, and State and Federal

guidelines. TID shall furnish and install all materials, equipment, and labor for the Charging Station signage and pavement markings.

15. Promotional Activities. During the Term of the Agreement, the parties may promote the availability of the Charging Station through traditional and/or electronic media, including providing the address to the Property and a description thereof. No party shall use the other party's trade or service marks, logos, or other proprietary materials without the prior written consent of the other party.

16. Restoration of Premises. Upon the expiration of the Term, or other termination of this Agreement, TID shall remove the Charging Station and all TID's other property from the Premises and Property within one hundred twenty (120) days. TID shall return the Premises, and the Property to the extent TID's work has damaged or altered the Property, to its original condition prior to the execution of this Agreement, reasonable wear and tear excepted. These obligations shall survive the termination of this Agreement and shall not be excused for any reason, including but not limited to termination due to TID's insolvency.

17. Indemnity; Liens. This Agreement is made upon the express condition that TID shall indemnify, defend, keep, and save harmless CITY, and its directors, officers, agents, and employees against any and all suits, claims, or actions arising out of any injury or injuries to, or death or deaths of, persons or damage to third party property that may occur, or that may be alleged to have occurred, to the extent caused by TID's use of the Property and/or Premises or the negligent acts or omissions of TID, its agents, employees or contractors, except where caused by the negligence or willful misconduct of CITY, its employees, contractors, or agents. TID will keep the Property free of all liens related to the Purpose.

18. Insurance. a. Minimum Coverage. TID shall acquire and maintain Workers' Compensation, commercial general liability, and owned and non-owned and hired automobile liability insurance coverage relating to TID's use of the Premises. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

Insurance Category	Minimum Limits
Workers' Compensation	statutory minimum
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to TID's vehicle usage in performing services herein)

b. **Certificates of Insurance and Required Endorsements.** Concurrently with the execution of this Agreement, TID shall furnish CITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, the following original endorsements:

(i) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;

(ii) Naming the CITY, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and

(iii) Providing that TID's insurance coverage shall be primary insurance with respect to CITY, and any insurance or self-insurance maintained by CITY for itself shall be in excess of TID's insurance and not contributory with it.

c. **Umbrella Coverage and Self-Insured Retentions.** The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured. All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing a SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named TID/Named Insured or CITY.

19. **Representations, Warranties, and Covenants.** TID and the CITY each hereby represents and warrants to the other that, as of the Agreement Date: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of the Agreement have been duly authorized by all necessary actors and none of the Agreement's provisions violate any term or condition of its governing documents, contracts to which it is a party, or any law, regulation, order, or other applicable legal determination; (c) there is no pending or known threatened litigation or proceeding that may adversely affect its ability to perform the Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization; (e) the Agreement constitutes a legal, valid, and binding obligation, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights and general principle of equity; and (f) at all times during the Term, it will comply with all applicable Federal, State, and local laws, rules, and regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under the Agreement.

20. **Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered or certified mail or overnight carrier shall be deemed delivered

and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as set forth below. Each party may change its address for notice by giving notice thereof to the other party.

If to CITY: [insert CITY address and contact information]

If to TID: Turlock Irrigation District
Attn: Josh Weimer
P.O. Box 949
Turlock, CA 95381

21. Property Rights; Assignment. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. In the event the Premises is transferred, or CITY ceases to have the requisite level of control over the Premises necessary to fulfill its obligations under this Agreement (each, a "Transfer Event"), CITY shall assign its rights and obligations under this Agreement to the person or entity which would be able to comply with CITY's obligations following such Transfer Event. Further, CITY agrees that any such Transfer Event shall not affect, terminate, or disturb TID's right to use of the Premises under the terms of this Agreement or any of TID's other rights under this Agreement, so long as TID is not then in default under any of the terms, covenants, or conditions of this Agreement.

22. Casualty and Condemnation. If any portion of the Property is damaged by fire or other casualty in a manner that adversely affects TID's use of the Premises, then either party may, within thirty (30) days of the date of such fire or other casualty, elect to terminate the Agreement by written notice to the other party. If any portion of the Property is condemned or taken in any manner for a public or quasi-public use that could adversely affect TID's use of the Premises, then TID may elect to terminate the Agreement effective as of the date title to the condemned portion of the Property is transferred to the condemning authority.

23. No Agency Relationship. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in this Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.

24. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement. The Agreement shall be construed and deemed reformed to the extent necessary to render valid such term and the rights and obligations of the parties shall be enforced accordingly.

25. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without giving effect to conflict of law rules. Venue shall be in Stanislaus County, State of California.

26. No Waiver. No waiver by CITY or TID of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by CITY or TID of the same or any other provision. CITY's consent to, or approval of any act shall not be deemed to render unnecessary the obtaining of CITY's consent to or approval of any subsequent act by TID.

27. Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have under any applicable law, in equity or otherwise.

28. Force Majeure. Neither party is responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the party's control.

29. No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

30. Integration; Amendments. This Agreement contains all agreements, promises, and understandings between the parties, and there are no verbal or oral agreements, promises, or understandings between the parties. Any amendment, modification, or other change to this Agreement shall be ineffective unless made in a writing signed by the parties hereto.

31. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document.

32. Construction. All documents or items attached to, or referred in, this Agreement are incorporated into this Agreement as fully as if stated within the body of this Agreement. Each party has cooperated in the drafting, negotiation, and preparation of this Agreement and nothing herein shall be construed against either party on the basis of that party being the drafter of such language.

33. Recording of Agreement. TID may record this Agreement with the Stanislaus County Recorder.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the date first set forth above.

**CITY OF HUGHSON, a political subdivision
Of the State of California:**

By: _____

**TURLOCK IRRIGATION DISTRICT, a
California irrigation district:**

By: _____

A handwritten signature in blue ink, appearing to be "John M. White", written over a horizontal line.

Summary report: Litera® Change-Pro for Word 10.12.0.75 Document comparison done on 5/17/2022 4:54:25 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://neumiller-mobility.imanage.work/ACTIVE/1616523/1	
Modified DMS: iw://neumiller-mobility.imanage.work/ACTIVE/1616523/2	
Changes:	
<u>Add</u>	5
Delete	1
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	6

Inland Counties Site Verification Form



Inland Counties Incentive Project Applicants must submit proof to the satisfaction of the Center for Sustainable Energy (CSE) that the installation work is authorized by the owner of the real property (Property Owner) and the Applicant. Accordingly, each Property Owner and Applicant must complete, sign and submit this form to CSE. CSE reserves the right to require the submission of additional information from either the Property Owner or Applicant as may be required.

The Inland Counties Incentive Project promotes easy access to zero-emission vehicle infrastructure by offering rebates for the purchase and installation of eligible DC fast chargers and Level 2 chargers. Rebates of up to \$80,000 per DC fast charger and up to \$6,000 per connector for Level 2 chargers are available. More information is available at: calevip.org/incentive-project/inland-counties.

All fields are required to be completed. This form must be submitted via the online portal within 5 calendar days of application date or your application will be cancelled.

INSTALLATION ADDRESS

The installation address must match the installation address entered on the online application form. Discrepancies will delay your application during processing.

Installation Street Address: _____

City: _____ State: _____ ZIP Code: _____

APPLICANT ORGANIZATION

The Applicant Organization is the entity or organization that will receive the rebate payment. Please note that the Applicant Organization must incur project costs to be eligible for the rebate.

The Applicant Organization Name below must match the Applicant Organization Name you entered on the online application form.

Applicant Organization Name: _____

Please provide the following contact information for an individual that represents the Applicant Organization and can answer follow up application questions if needed.

Contact Name (first and last): _____

Phone: _____ Email: _____

Applicant Organization hereby represents and warrants to CSE that: (1) all the information provided above is true and correct; and (2) the individual signing below is duly authorized by Applicant Organization to execute and submit this Site Verification Form to CSE on behalf of Applicant Organization. Applicant Organization acknowledges and agrees that CSE is relying on Applicant Organization's foregoing certifications in reviewing and approving the Application.

Signature of Authorized Representative of Applicant Organization: _____

Printed Name: _____

Please clearly write the first and last name of the person signing above.

Title: _____ Date: _____



PROPERTY OWNER

Please provide the name of the company, city, trust, or individual that owns the property.

Property Owner Name: _____

Please provide the following contact information for the Property Owner or a representative of the Property Owner who can answer follow up application questions if needed.

Contact Name (first and last): _____

Phone: _____ Email: _____

Please provide the full installation address in the section below, including street address, city, state and ZIP code.

Property Owner hereby represents and warrants to CSE that: (1) the Property Owner is the vested owner of the real property located at _____ ("Property"); (2) the Property Owner has consented to Applicant's installation of certain EV charging station equipment at the Property; and (3) the individual signing below is duly authorized to execute and submit this Site Verification Form to CSE on behalf of Property Owner. Property Owner acknowledges and agrees that CSE is relying on the foregoing certifications in reviewing and approving the Application.

Signature of Authorized Representative of Property Owner: _____

Printed Name: _____

Please clearly write the first and last name of the person signing above.

Title: _____ Date: _____

Notice:

EV chargers installed with CALeVIP incentives are eligible to generate Low Carbon Fuel Standard credits. Under California's Low Carbon Fuel Standard (LCFS) all operational electric vehicle chargers generate credits for dispensing fuel, and DC fast chargers can also generate infrastructure credits based on the capacity of the DC fast charger minus the quantity of dispensed fuel. These credits can be claimed and sold for economic benefit. The EV charger owner typically has rights to these LCFS credits, but they may be assigned/transacted to another party. To learn more about LCFS, see <https://calevip.org/sites/default/files/docs/calevip/Low-Carbon-Fuel-Standard-Overview.pdf>.

EXHIBIT C – EV CHARGER SITE MAP
7018 Pine Street, Hughson, CA





CT4000 Level 2 Commercial Charging Station

Specifications and Ordering Information

Ordering Information

Specify model number followed by the applicable code(s).
The order code sequence is: **Model-Options. Software, Services**
and **Misc** are ordered as separate line items.

Hardware

Description		Order Code
Model	1830 mm (6 ft) Single Port Bollard Mount	CT4011-GW1
	1830 mm (6 ft) Dual Port Bollard Mount	CT4021-GW1
	1830 mm (6 ft) Single Port Wall Mount	CT4013-GW1
	1830 mm (6 ft) Dual Port Wall Mount	CT4023-GW1
	2440 mm (8 ft) Dual Port Bollard Mount	CT4025-GW1
	2440 mm (8 ft) Dual Port Wall Mount	CT4027-GW1
Included	Integral Modem - North America	-GW1
Misc	Power Management Kit	CT4000-PMGMT
	Bollard Concrete Mounting Kit	CT4001-CCM

Note: All CT4000 stations include Integral Modem -GW1.

Software & Services

Description	Order Code
ChargePoint Commercial Service Plan	CPCLD-COMMERCIAL- <i>n</i> *
ChargePoint Enterprise Plan	CPCLD-ENTERPRISE- <i>n</i> *
ChargePoint Assure	CT4000-ASSURE <i>n</i> *
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID

Note: All CT4000 stations require a network service plan per port.

*Substitute *n* for desired years (1, 2, 3, 4, or 5 years).

Order Code Examples

If ordering this	the order code is
1830 mm (6 ft) Dual Port Bollard Networked Station with Concrete Mounting Kit	CT4021-GW1 CT4001-CCM
ChargePoint Commercial Service Plan, 3 Year Subscription	CPCLD-COMMERCIAL-5
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID
3 Years of Assure Coverage	CT4000-ASSURE5
1830 mm (6 ft) Single Port Wall Mount Networked Station	CT4013-GW1
ChargePoint Commercial Service Plan, 5 Year Subscription	CPCLD-COMMERCIAL-5
5 Years of Assure Coverage	CT4000-ASSURE5
Station Activation and Configuration	CPSUPPORT-ACTIVE

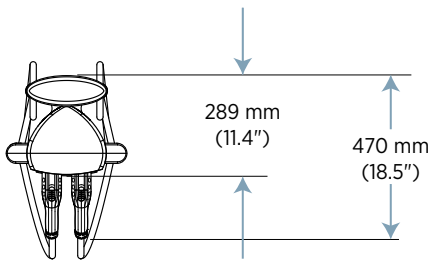


CT4021

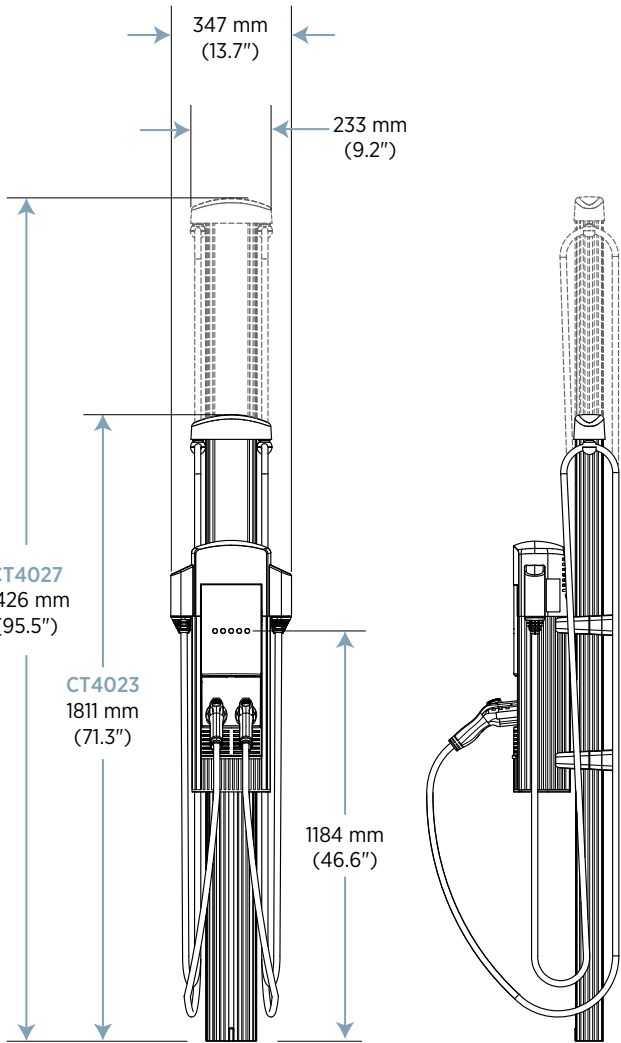
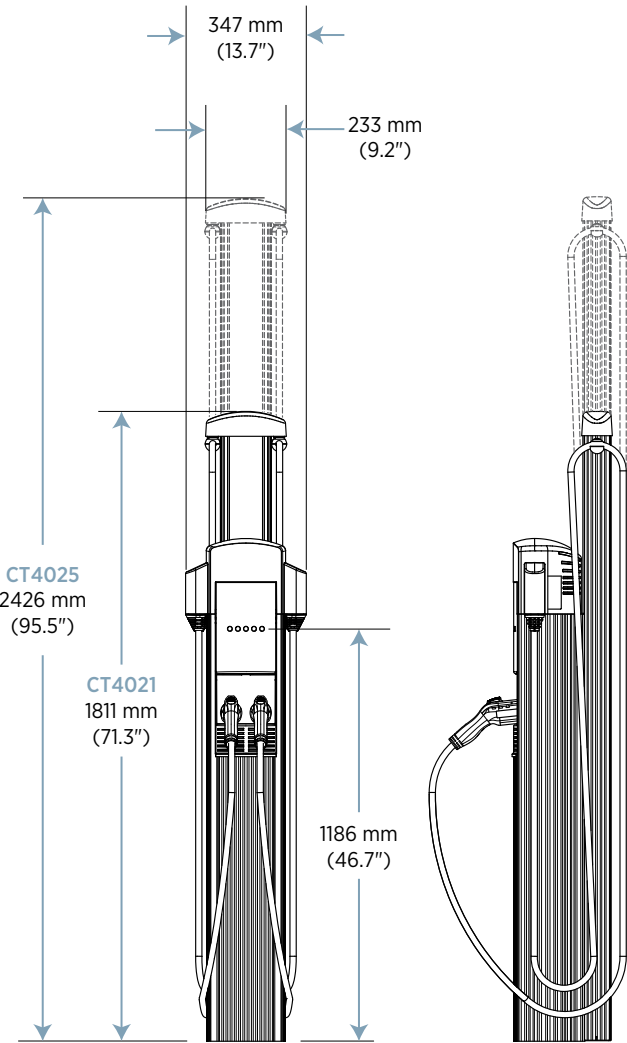
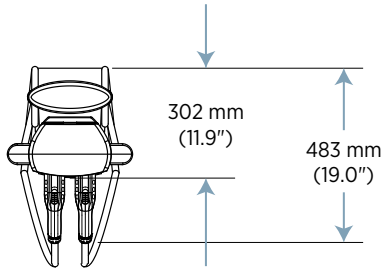


The First
ENERGY STAR®
Certified EV Charger

CT4021 1830 mm (6')
CT4025 2440 mm (8')
Bollard



CT4023 1830 mm (6')
CT4027 2440 mm (8')
Wall Mount



CT4000 Family Specifications

Electrical Input	Single Port (AC Voltage 208/240V AC)			Dual Port (AC Voltage 208/240V AC)		
	Input Current	Input Power Connection	Required Service Panel Breaker	input Current	Input Power Connection	Required Service Panel Breaker
Standard	30A	One 40A branch circuit	40A dual pole (non-GFCI type)	30A x 2	Two independent 40A branch circuits	40A dual pole (non-GFCI type) x 2
Standard Power Share	n/a	n/a	n/a	32A	One 40A branch circuit	40A dual pole (non-GFCI type)
Power Select 24A	24A	One 30A branch circuit	30A dual pole (non-GFCI type)	24A x 2	Two independent 30A branch circuits	30A dual pole (non-GFCI type) x 2
Power Select 24A Power Share	n/a	n/a	n/a	24A	One 30A branch circuit	30A dual pole (non-GFCI type)
Power Select 16A	16A	One 20A branch circuit	20A dual pole (non-GFCI type)	16A x 2	Two independent 20A branch circuits	20A dual pole (non-GFCI type) x 2
Power Select 16A Power Share	n/a	n/a	n/a	16A	One 20A branch circuit	20A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring - Standard	3-wire (L1, L2, Earth)			5-wire (L1, L1, L2, L2, Earth)		
Wiring - Power Share	n/a			3-wire (L1, L2, Earth)		
Station Power	8 W typical (standby), 15 W maximum (operation)					

Electrical Output

Standard	7.2 kW (240V AC @ 30A)	7.2 kW (240V AC @ 30A) x 2
Standard Power Share	n/a	7.2 kW (240V AC @ 30A) x 1 or 3.8 kW (240V AC @ 16A) x 2
Power Select 24A	5.8 kW (240V AC @ 24A)	5.8 kW (240V AC @ 24A) x 2
Power Select 24A Power Share	n/a	5.8 kW (240V AC @ 24A) x 1 or 2.9 kW (240V AC @ 12A) x 2
Power Select 16A	3.8 kW (240V AC @ 16A)	3.8 kW (240V AC @ 16A) x 2
Power Select 24A Power Share	n/a	3.8 kW (240V AC @ 16A) x 1 or 1.9 kW (240V AC @ 8A) x 2

Functional Interfaces

Connector(s) Type	SAE J1772™	SAE J1772™ x 2
Cable Length - 1830 mm (6 ft) Cable Management	5.5 m (18 ft)	5.5 m (18 ft) x 2
Cable Length - 2440 mm (8 ft) Cable Management	n/a	7 m (23 ft)
Overhead Cable Management System	Yes	
LCD Display	145 mm (5.7 in) full color, 640 x 480, 30 fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, ISO 14443, NFC	
Locking Holster	Yes	Yes x 2

Safety and Connectivity Features




Ground Fault Detection	20 mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (30A)
Power Report/Store Interval	15 minute, aligned to hour
Local Area Network	2.4 GHz WiFi (802.11 b/g/n)
Wide Area Network	LTE Category 4

Safety and Operational Ratings

Enclosure Rating	Type 3R per UL 50E
Safety Compliance	UL listed and cUL certified; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Surge Protection	6 kV @ 3,000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-40°C to 50°C (-40°F to 122°F)
Storage Temperature	-40°C to 60°C (-40°F to 140°F)
Non-Operating Temperature	-40°C to 60°C (-40°F to 140°F)
Operating Humidity	Up to 85% @ 50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ 50°C (122°F) non-condensing
Terminal Block Temperature Rating	105°C (221°F)
Network	All stations include integral LTE modem and will be automatically configured to operate as gateway or non-gateway as needed

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

Contact Us

-  Visit chargepoint.com
-  Call +1.408.705.1992
-  Email sales@chargepoint.com



ChargePoint, Inc.
240 East Hacienda Avenue
Campbell, CA 95008-6617 USA

+1.408.841.4500 or
+1.877.370.3802 US and Canada toll-free
chargepoint.com

Copyright © 2019 ChargePoint, Inc. All rights reserved. CHARGEPOINT is a U.S. registered trademark/service mark, and an EU registered logo mark of ChargePoint, Inc. All other products or services mentioned are the trademarks, service marks, registered trademarks or registered service marks of their respective owners. DS-CT4000-07, March 2019. PN 73-001020-03-1.