



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

AGENDA
MONDAY, OCTOBER 24, 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.
- Remotely via WebEx by using the link below:

Meeting Link:

<https://cityofhughson.my.webex.com/cityofhughson.my/j.php?MTID=m70b578265459ae46d05f5ad05903c71a>

Meeting Number: 2554 712 9297

Meeting Password: CxmpZTVS765

- 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 Bawan
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 September 26, 2022.

3.2: Approve the Warrants Register.

3.3: Authorize the closure of City Hall from December 27, 2022 through December 30, 2022.

3.4: Appoint Jeff Montgomery to the Parks, Recreation and Entertainment Commission.

3.5: Adopt the Revised Travel Policy for City of Hughson Officials and Employees.

3.6: Adopt Resolution No. 2022-49, Approving the Professional Services Agreement with MCR Engineering for Contract City Engineer Services and Authorize the City Manager to Execute the Professional Services Agreement with MCR Engineering Inclusive of Any Final Edits by the City Attorney.

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS:

6.1: Adopt Resolution No. 2022-50, Awarding the Replacement of Existing Backstops, Dugouts, Benches, and Concrete at Lebright Fields at the Northeast Corner and at the Southeast Field to All Commercial Fence, Inc., in the Not to Exceed Amount of \$268,000.00 with a 10% Contingency and Authorize the City Manager to Execute the Construction Contract Inclusive of any Final Edits by the City Attorney.

7. CORRESPONDENCE:

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:

Student Representative:

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

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

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

ADJOURNMENT:

Notice Regarding Non-English Speakers:

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

WAIVER WARNING

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

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

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

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

UPCOMING EVENTS:

October 24	▪ Economic Development Committee Meeting, City Hall, 4:30 PM
October 29	▪ Trunk, or Tent and Treat, Downtown Hughson, 5:00 PM
November 8	▪ Gubernatorial General Election
November 8	▪ Parks, Recreation and Entertainment Commission Meeting, City Council Chambers, 6:00 PM
November 11	▪ Veteran's Day – City Hall Closed

November 13	▪ Dennis Wallace Memorial Reception and Bust Unveiling, City Hall, 4:30 PM
November 14	▪ City Council Meeting, City Council Chambers/WebEx Videoconference/YouTube Live Stream, 6:00 PM
November 15	▪ Planning Commission Meeting, City Council Chambers, 6:00 PM
November 24-25	▪ Thanksgiving Day & Thanksgiving Friday – City Hall Closed
November 28	▪ Economic Development Committee Meeting, City Hall, 4:30 PM
November 28	▪ 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: October 21, 2022 **TIME:** 10:00 AM

NAME: Ashton Gose **TITLE:** Deputy City Clerk



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

Meeting Date: October 24, 2022
Subject: Approval of the City Council Minutes
Presented By: Ashton Gose, Deputy City Clerk

Approved By:


City Manager

Staff Recommendation:

Approve the Minutes of the Regular Meeting of September 26, 2022.

Background and Overview:

The draft minutes of the meeting on September 26, 2022 are prepared for the Council's review.



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

MINUTES

MONDAY, SEPTEMBER 26, 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

Absent: Councilmember Mike Buck

Staff Present: Merry Mayhew, City Manager
Daniel Schroeder, City Attorney
Ashton Gose, Deputy City Clerk
Anna Nicholas, Director of Finance and Admin Services
Carla Jauregui, Community Development Director
Fabian Ramos, Acting Accounting Manager
Fidel Landeros, Chief of Police
Jose Vasquez, Public Works Superintendent
Jaime Velazquez, Utilities Superintendent
Patrick Cervantes, Code Enforcement Officer

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

NONE.

2. PRESENTATIONS:

2.1: Proclaim October 9-15, 2022 as Code Enforcement Appreciation Week.

Mayor Carr Proclaimed October 9-15, 2022 as Code Enforcement Appreciation Week, and recognized Part-Time Code Enforcement Officer Patrick Cervantes.

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 September 12, 2022.
- 3.2:** Approve the Warrants Register.
- 3.3:** Adopt Resolution No. 2022-44, Declaring City property to be Surplus, and Authorizing the Disposal of City Surplus Property.
- 3.5:** Adopt Resolution No. 2022-45, Concurring with the Consolidated Annual Performance Evaluation Report (CAPER) for Fiscal Year 2021-2022 and Supporting Stanislaus County Submitting the CAPER to the Federal Department of Housing and Urban Development.

Councilmember Rush requested that Consent Calendar item 3.4 be pulled for special consideration.

HILL/BAWANAN 4-0-0-1 motion passes to approve the Consent Calendar excluding item 3.5, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	ABSENT	AYE	AYE

- 3.4:** Approve the Award and Installation of Flooring in the Community Senior Center to San Joaquin Painting, for a Total Cost of \$44,787, and Approve the Award of Painting the Interior of the Community Senior Center to Lancaster Painting, for a Total Cost of \$28,825, and Approve the Award of the Replacement of the Lighting in the Community Senior Center to Butterfield Electric Inc., for a Total Cost of \$33,883.13.

CARR/HILL 4-0-0-1 motion passes to approve Consent Calendar item 3.4, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	ABSENT	AYE	AYE

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS:

6.1: Adopt Resolution No. 2022-46, Appointing Sopheap Dong-Carreon as City Treasurer for the City of Hughson, Effective October 1, 2022.

Director Nicholas presented the staff report on this item.

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

HILL/BAWANAN 4-0-0-1 motion passes to adopt Resolution No. 2022-46, Appointing Sopheap Dong-Carreon as City Treasurer for the City of Hughson, Effective October 1, 2022, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	ABSENT	AYE	AYE

6.2: Accept the 2021/2022 Pavement Management Program Update – Final Report and Adopt Resolution No. 2022-47, Approving the Annual Project List for Measure L Funds for 2022, 2023, and 2024, and Authorize City Staff to Prepare and Post a Request for Bid for the Street Work Listed in the Measure L Annual Project List for the Years 2022, 2023, and 2024.

Director Jauregui presented the staff report on this item.

Mayor Carr opened public comment at 6:26PM.

Michael Day provided comment on the item.

Mayor Carr closed public comment at 6:27PM.

CARR/HILL 4-0-0-1 motion passes to accept the 2021/2022 Pavement Management Program Update – Final Report and Adopt Resolution No. 2022-47, Approving the Annual Project List for Measure L Funds for 2022, 2023, and 2024, and Authorize City Staff to Prepare and Post a Request for Bid for the Street Work Listed in the Measure L Annual Project List for the Years 2022, 2023, and 2024, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	ABSENT	AYE	AYE

6.3: Review and Approve Resolution No. 2022-48, Adopting the City of Hughson Fiscal Year 2022-23 Final Budget.

Director Nicholas presented the staff report on this item.

Mayor Carr opened public comment at 6:36PM. There was no public comment. Mayor Carr closed public comment at 6:36PM.

HILL/BAWANAN 4-0-0-1 motion passes to Approve Resolution No. 2022-48, Adopting the City of Hughson Fiscal Year 2022-23 Final Budget, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	ABSENT	AYE	AYE

7. CORRESPONDENCE:

7.1: 2022 Local Agency Biennial Notice.

No Action Taken.

8. COMMENTS:

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

City Manager:

City Manager Mayhew provided an update regarding the City ARPA Projects.

Community Development Director:

Director Jauregui provided an update regarding the Tully Road Sewer Project.

Director of Finance and Admin Services:

Director Nicholas informed the City Council that Hughson hosted a training through the Central San Joaquin Valley Risk Management Authority.

Police Services:

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

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

Councilmember Bawanana attended a Budget and Finance Subcommittee meeting on September 13, 2022. He thanked staff and Hughson Police Services for their continued hard work.

Mayor Pro Tem Hill attended and participated in the Hughson High School Homecoming Parade on September 23, 2022.

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

Mayor Carr attended a Highway 132 Ribbon Cutting. He provided a reminder regarding Trunk, or Tent and Treat on October 29, 2022.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

ADJOURNMENT:

RUSH/HILL 4-0-0-1 motion passes to adjourn the regular meeting of September 26, 2022, at 6:50PM with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	ABSENT	AYE	AYE

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

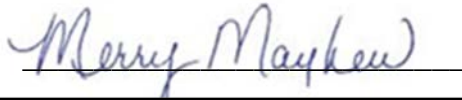


CITY COUNCIL AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: October 24, 2022
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Anna Nicholas, Director of Finance

Approved By:

A handwritten signature in blue ink that reads "Merry Mayhew". The signature is written over a horizontal line.

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 September 20, 2022, through October 19, 2022.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

Check Report

By Check Number

Date Range: 09/20/2022 - 10/19/2022

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						
00744	MAIN STREET DELI & BAKERY	09/26/2022	Regular	0.00	129.50	55773
INV0007809	Invoice	09/26/2022	Lunch for RMA Training (Hughson)	0.00	129.50	
00016	ABS PRESORT	09/26/2022	Regular	0.00	2,056.79	55774
129242	Invoice	09/21/2022	BILL PRINTING- September 2022	0.00	2,056.79	
01603	Amazon Capital Services, Inc.	09/26/2022	Regular	0.00	1,938.57	55775
13QX-QT1T-C6RG...	Invoice	09/02/2022	lift truck tools (replace stolen)	0.00	1,367.43	
16TK-9MQK-99MY	Invoice	09/21/2022	fire alarm keys (senior center)	0.00	53.48	
1J3G-MDXN-94VWV	Invoice	08/29/2022	Office Supplies - Covid 19 Rapid Test	0.00	116.40	
1Q76-QN7N-GXQP	Invoice	08/28/2022	Office Supplies - Coffee	0.00	82.58	
1YDY-GDJ7-DPRM	Invoice	09/21/2022	nitrile gloves / latches for back hoe	0.00	318.68	
00069	ANDREWS ELECTRIC	09/26/2022	Regular	0.00	893.20	55776
83665	Invoice	09/22/2022	storage tank motor	0.00	663.20	
83763	Invoice	09/22/2022	lift station pump	0.00	230.00	
00094	AT&T MOBILITY	09/26/2022	Regular	0.00	494.44	55777
287303621604X0...	Invoice	09/02/2022	PHONES	0.00	494.44	
01260	CARLA JAUREGUI	09/26/2022	Regular	0.00	69.63	55778
INV0007791	Invoice	09/14/2022	Quarterly Staff Meeting	0.00	69.63	
00237	CARR, GEORGE	09/26/2022	Regular	0.00	1,182.59	55779
INV0007798	Invoice	09/20/2022	Reimbursement for 2022 League of CA Conf...	0.00	1,182.59	
00284	CHARTER COMMUNICATION	09/26/2022	Regular	0.00	92.89	55780
0054047091022	Invoice	09/22/2022	IP ADDRESS- 1ST	0.00	92.89	
00288	CHOICE LIGHTING SUPPLY	09/26/2022	Regular	0.00	298.48	55781
339700	Invoice	09/21/2022	timer for senior center AC	0.00	79.72	
340048	Invoice	09/21/2022	electrical parts for conex container	0.00	218.76	
00323	COCO'S TAQUERIA	09/26/2022	Regular	0.00	310.96	55782
119969	Invoice	09/12/2022	2+2 City / School Committee Meeting	0.00	91.10	
120135	Invoice	09/14/2022	Quarterly Staff Meeting	0.00	219.86	
00364	CSJVRMA	09/26/2022	Regular	0.00	37,326.00	55783
RMA 2023-00102	Invoice	09/19/2022	Qtr Deposits	0.00	37,326.00	
00462	EWING IRRIGATION PRODUCTS	09/26/2022	Regular	0.00	2,683.33	55784
17722978	Invoice	09/02/2022	blanket PO	0.00	2,296.05	
INV0007808	Invoice	09/23/2022	irrigation supplies	0.00	387.28	
00463	EXPRESS PERSONNEL SERVICE	09/26/2022	Regular	0.00	4,259.52	55785
27811357	Invoice	09/23/2022	Extra Help- PW & Utl	0.00	2,131.04	
27850257	Invoice	09/14/2022	Extra Help- PW, Utl & Finance	0.00	2,128.48	
00513	GARTON TRACTOR	09/26/2022	Regular	0.00	143.88	55786
P0111501	Invoice	09/21/2022	filters for Kubota tractor	0.00	134.52	
PO069901	Invoice	09/21/2022	bolt for AC on kubota	0.00	9.36	
00538	GOVERNMENT FINANCE	09/26/2022	Regular	0.00	85.00	55787
3069072	Invoice	09/22/2022	Class Registration - Nicholas	0.00	85.00	
01797	Guillermina Garcia	09/26/2022	Regular	0.00	500.00	55788
INV0007795	Invoice	09/27/2022	Senior Center Deposit Garcia	0.00	500.00	

Check Report

Date Range: 09/20/2022 - 10/19/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00570 54225	HARRIS & ASSOCIATES Invoice	09/08/2022	09/26/2022 Regular Annual Admin LLMD 22/23	0.00	4,625.70	55789
01583 673554	Hunt & Sons, Inc. Invoice	09/08/2022	09/26/2022 Regular Blanket PO Diesel (off road)	0.00	1,520.71	55790
01398 INV0007793	**Void** Jose Vasquez Invoice	09/19/2022	09/26/2022 Regular 09/26/2022 Regular Paint for JD Backhoe	0.00	0.00 89.54	55791 55792
00718 INV0007804	LEAGUE OF CALIF. CITIES Invoice	09/20/2022	09/26/2022 Regular City Clerk Seminar - Gose	0.00	500.00	55793
00799 12946	MOSS, LEVY & HARTZHEIM, LLP Invoice	08/31/2022	09/26/2022 Regular Audit Fieldwork	0.00	2,000.00	55794
00824 330848 331389	NEUMILLER & BEARDSLEE Invoice Invoice	08/17/2022 08/17/2022	09/26/2022 Regular LEGAL SERVICES LEGAL SERVICES	0.00	1,600.00 10,445.26	55795
00872 13862517	PAPE MACHINERY Invoice	09/21/2022	09/26/2022 Regular hood panel for Backhoe	0.00	2,410.73	55796
00901 0177427-IN	**Void** PREFERRED ALLIANCE, INC. Invoice	08/31/2022	09/26/2022 Regular 09/26/2022 Regular OFF-SITE PARTICIPANT	0.00	0.00 104.49	55797 55798
00914 1015404	QUICK N SAVE Invoice	09/20/2022	09/26/2022 Regular Blanket PO Diesel (highway)	0.00	203.00	55799
00972 384925 384928	SAFE-T-LITE Invoice Invoice	08/16/2022 09/21/2022	09/26/2022 Regular Street Signs stop signs	0.00	3,497.13 2,678.32 818.81	55800
01033 R22-565997 R22-565998	STANISLAUS COUNTY Invoice Invoice	09/19/2022 09/16/2022	09/26/2022 Regular Fiscal Year 2022-2023 1st Quarter Payment Fiscal Year 2022-2023 1st Quarter Payment	0.00	12,006.00 10,816.00 1,190.00	55801
01090 2251268	SUTTER HEALTH PLUS Invoice	09/01/2022	09/26/2022 Regular MEDICAL INSURANCE- October 2022	0.00	17,045.94	55802
01796 INV0007806	Terah Brasher Invoice	09/01/2022	09/26/2022 Regular USF Rental Deposit Brasher	0.00	465.00	55803
01796 01110 0077613-IN	Terah Brasher TESCO CONTROLS, INC Invoice	09/22/2022	09/26/2022 Regular 09/26/2022 Regular Annual service calibrations	0.00	-465.00 2,250.00	55803 55804
01180 1348	V. RIVERA CONCRETE Invoice	09/15/2022	09/26/2022 Regular Senior Center Concrete installation	0.00	4,685.46	55805
01216 2022-GSP	WEST TURLOCK SUBBASIN GRO Invoice	09/21/2022	09/26/2022 Regular West Turlock GSA Dues	0.00	13,978.55	55806
01420 INV0007832	CALIFORNIA STATE DISBURSEMENT UNIT Invoice	09/30/2022	09/29/2022 Regular INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	224.12	55807
01603 1LQP-4M7X-DQTH 1MXD-TNMQ-KC...	Amazon Capital Services, Inc. Invoice Invoice	09/21/2022 09/22/2022	10/04/2022 Regular Epson Document Scanner Basics USB Cable	0.00	438.47 431.49 6.98	55808
00258 1275625	CENTRAL SANITARY SUPPLY Invoice	09/28/2022	10/04/2022 Regular sanitary supplies	0.00	1,450.94	55809
01538	Colonial Life		10/04/2022 Regular	0.00	626.54	55810

Check Report

Date Range: 09/20/2022 - 10/19/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
5405907-0901899	Invoice	09/19/2022	Colonial Life	0.00	626.54	
00332	CONDOR EARTH TECHNOLOGIES	10/04/2022	Regular	0.00	12,851.30	55811
87850	Invoice	08/31/2022	Blanket PO	0.00	2,405.00	
87852	Invoice	08/31/2022	OVTA Mapping 2021/2023	0.00	10,446.30	
01570	CSG Consultants	10/04/2022	Regular	0.00	6,767.50	55812
45996	Invoice	09/09/2022	Contract Services Planning/Building	0.00	6,507.50	
B221580	Invoice	09/01/2022	Contract Services Planning/Building	0.00	260.00	
00368	CSU STANISLAUS	10/04/2022	Regular	0.00	150.00	55813
CMP-010315	Invoice	09/29/2022	Walker Lane Records Search	0.00	150.00	
00464	EZ NETWORK SOLUTIONS	10/04/2022	Regular	0.00	15,390.57	55814
41717	Invoice	09/22/2022	IT SERVICES New Server for Tyler	0.00	10,843.52	
TS41486	Invoice	07/07/2022	IT SERVICES - Monthly Billing for July	0.00	4,547.05	
00546	GRANITE TELECOMMUNICATION	10/04/2022	Regular	0.00	1,436.44	55815
573896783	Invoice	09/01/2022	PHONES	0.00	1,436.44	
00623	HUGHSON TIRE	10/04/2022	Regular	0.00	40.00	55816
980305	Invoice	09/28/2022	tractor tire repair	0.00	40.00	
00645	INTERNAL REVENUE SERVICE	10/04/2022	Regular	0.00	6,009.83	55817
INV0007848	Invoice	09/19/2022	Overdue Taxes from June 30, 2020	0.00	6,009.83	
01459	Merry Mayhew	10/04/2022	Regular	0.00	139.64	55818
78876884	Invoice	09/22/2022	Grate & Strainer for Sr Community Center Ki...	0.00	68.29	
INV0007820	Invoice	09/26/2022	EDC Meeting	0.00	71.35	
00611	Mid Valley Publications	10/04/2022	Regular	0.00	291.38	55819
339758	Invoice	09/21/2022	Baseball Backstop Bidders Notice	0.00	291.38	
01618	Miguel Garcia	10/04/2022	Regular	0.00	100.00	55820
INV0007819	Invoice	09/24/2022	Starn Park Rental Deposit Garcia	0.00	100.00	
00878	PETTY CASH	10/04/2022	Regular	0.00	15.43	55821
INV0007849	Invoice	07/05/2022	Petty Cash for the City of Hughson	0.00	15.43	
00914	QUICK N SAVE	10/04/2022	Regular	0.00	190.00	55822
1016413	Invoice	09/22/2022	Blanket PO Diesel (highway)	0.00	190.00	
00972	SAFE-T-LITE	10/04/2022	Regular	0.00	580.63	55823
384924	Invoice	09/28/2022	flares, marking paint and supplies	0.00	526.15	
385689	Invoice	09/28/2022	santa fe street sign	0.00	54.48	
01000	SEEGER'S	10/04/2022	Regular	0.00	744.34	55824
0139799-IN, 0139...	Invoice	09/28/2022	letterhead	0.00	744.34	
01009	SHRED-IT USA LLC	10/04/2022	Regular	0.00	182.00	55825
8002315023	Invoice	09/03/2022	Shredding	0.00	182.00	
01780	The Grey Wire LLC	10/04/2022	Regular	0.00	1,174.48	55826
8547	Invoice	09/21/2022	Hughson Ave Banners	0.00	1,174.48	
01144	TROPHY WORKS	10/04/2022	Regular	0.00	138.62	55827
911768	Invoice	09/15/2022	Council Member Service Awards	0.00	138.62	
01149	TURLOCK IRRIGATION DIST.	10/04/2022	Regular	0.00	33,636.02	55828
INV0007846	Invoice	09/16/2022	ELECTRIC	0.00	33,636.02	
01176	USA BLUE BOOK	10/04/2022	Regular	0.00	451.90	55829
107160	Invoice	09/12/2022	Blanket PO	0.00	58.21	
107355	Invoice	09/12/2022	Blanket PO	0.00	393.69	
01192	VISION SERVICE PLAN	10/04/2022	Regular	0.00	514.46	55830

Check Report

Date Range: 09/20/2022 - 10/19/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
816114169	Invoice	09/19/2022	MEDICAL INSURANCE WITHHELD- October 2...	0.00	514.46	
01796	Terah Brasher	10/04/2022	Regular	0.00	500.00	55831
INV0007850	Invoice	09/01/2022	USF Rental Deposit Brasher	0.00	500.00	
01257	1ST SECURITY & SOUND INC	10/11/2022	Regular	0.00	149.85	55832
0207836	Invoice	10/01/2022	MONITORING - Nov 22 thru Jan 23	0.00	149.85	
01603	Amazon Capital Services, Inc.	10/11/2022	Regular	0.00	49.89	55833
1C6W-TLC7-C6VJ	Invoice	07/25/2022	2022 National Night Out	0.00	49.89	
00104	AYERA TECHNOLOGIES INC.	10/11/2022	Regular	0.00	84.00	55834
402672	Invoice	10/01/2022	Ayera Tech Blanket P.O.	0.00	84.00	
00109	BADGER METER, INC	10/11/2022	Regular	0.00	2,271.39	55835
80105304	Invoice	10/05/2022	service	0.00	2,271.39	
00288	CHOICE LIGHTING SUPPLY	10/11/2022	Regular	0.00	1,226.54	55836
340383	Invoice	09/26/2022	MOG Base Lamp & LED PC Controls	0.00	1,226.54	
00310	CLARK'S PEST CONTROL	10/11/2022	Regular	0.00	190.00	55837
32219325	Invoice	10/04/2022	PEST CONTROL	0.00	119.00	
32220886	Invoice	10/04/2022	PEST CONTROL	0.00	71.00	
01627	Culture AMP Inc.	10/11/2022	Regular	0.00	2,700.00	55838
26631	Invoice	10/04/2022	Performance - Self Starter	0.00	2,700.00	
00463	EXPRESS PERSONNEL SERVICE	10/11/2022	Regular	0.00	1,939.52	55839
27899024	Invoice	09/21/2022	Extra Help- PW & Util	0.00	1,939.52	
00464	EZ NETWORK SOLUTIONS	10/11/2022	Regular	0.00	5,685.30	55840
41744	Invoice	09/30/2022	IT SERVICES - Monthly Billing for August	0.00	883.25	
TS41801	Invoice	10/01/2022	IT SERVICES - Monthly Billing for October	0.00	4,802.05	
00527	GIBBS MAINTENANCE CO	10/11/2022	Regular	0.00	940.00	55841
11708	Invoice	09/30/2022	JANITOR SERVICES for September 2022	0.00	940.00	
00528	GILTON SOLID WASTE MANAGE	10/11/2022	Regular	0.00	141,317.73	55842
August2022	Invoice	08/31/2022	GARBAGE SERVICE- August 2022	0.00	70,066.09	
HUGHSS-074	Invoice	09/30/2022	STREET SWEEPING - September 2022	0.00	1,895.07	
September2022	Invoice	09/30/2022	GARBAGE SERVICE- September 2022	0.00	69,356.57	
00546	GRANITE TELECOMMUNICATION	10/11/2022	Regular	0.00	1,432.77	55843
575865767	Invoice	10/01/2022	PHONES	0.00	1,432.77	
00614	HUGHSON FARM SUPPLY	10/11/2022	Regular	0.00	979.97	55844
H431081	Invoice	09/02/2022	Blanket PO	0.00	56.05	
H431569	Invoice	09/08/2022	Blanket PO	0.00	21.55	
H431675	Invoice	09/09/2022	Blanket PO	0.00	7.74	
H431676	Invoice	09/09/2022	Blanket PO	0.00	40.89	
H431700	Invoice	09/09/2022	Blanket PO	0.00	14.62	
H431951	Invoice	09/12/2022	Blanket PO	0.00	38.34	
H432011	Invoice	09/12/2022	Blanket PO	0.00	7.73	
H432080	Invoice	09/13/2022	Blanket PO	0.00	12.93	
H432129	Invoice	09/13/2022	Blanket PO	0.00	86.21	
H432244	Invoice	09/14/2022	Blanket PO	0.00	43.13	
H432505	Invoice	09/16/2022	Blanket PO	0.00	14.00	
H433070	Invoice	09/22/2022	Blanket PO	0.00	58.44	
H433729	Invoice	09/29/2022	Blanket PO	0.00	12.93	
H433751	Invoice	09/29/2022	Blanket PO	0.00	510.86	
H433794	Invoice	09/29/2022	Blanket PO	0.00	54.55	
00627	HUGHSON NAPA AUTO & TRUCK	10/11/2022	Regular	0.00	959.68	55845
345623	Invoice	09/02/2022	Balnket PO	0.00	0.43	
346071	Invoice	09/09/2022	Blanket PO Napa	0.00	18.90	

Check Report

Date Range: 09/20/2022 - 10/19/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
346246	Invoice	09/12/2022	Blanket PO Napa	0.00	60.39	
346483	Invoice	09/14/2022	Blanket PO	0.00	24.68	
346489	Invoice	09/14/2022	Blanket PO	0.00	146.69	
346494	Invoice	09/14/2022	Blanket PO Napa	0.00	43.33	
346534	Invoice	09/15/2022	Blanket PO	0.00	2.15	
346665	Invoice	09/16/2022	Blanket PO Napa	0.00	7.75	
346679	Invoice	09/16/2022	Blanket PO Napa	0.00	5.38	
346913	Invoice	09/20/2022	Blanket PO Napa	0.00	20.47	
346934	Invoice	09/20/2022	Blanket PO Napa	0.00	21.86	
347009	Invoice	09/21/2022	Blanket PO	0.00	96.54	
347010	Invoice	09/21/2022	Blanket PO	0.00	50.72	
347108	Invoice	09/22/2022	Blanket PO Napa	0.00	7.12	
347408	Invoice	09/27/2022	Blanket PO Napa	0.00	81.47	
347447	Invoice	09/27/2022	Blanket PO Napa	0.00	2.58	
347451	Invoice	09/27/2022	Blanket PO Napa	0.00	32.28	
347500	Invoice	09/28/2022	Blanket PO Napa	0.00	7.96	
347531	Invoice	09/28/2022	Blanket PO Napa	0.00	5.61	
347661	Invoice	09/30/2022	Blanket PO	0.00	14.56	
347670	Invoice	09/30/2022	Blanket PO	0.00	347.65	
347674	Credit Memo	09/30/2022	Credit for return of invoice# 347670	0.00	-38.84	
01583	Hunt & Sons, Inc.	10/11/2022	Regular	0.00	1,496.13	55846
522807	Invoice	08/31/2022	Blanket PO fuel	0.00	1,445.24	
June Fin	Invoice	10/05/2022	Blanket PO fuel	0.00	50.89	
00682	KAISER FOUNDATION HEALTH	10/11/2022	Regular	0.00	7,664.32	55847
691534619635	Invoice	09/25/2022	MEDICAL SERVICES- November 2022	0.00	7,664.32	
01459	Merry Mayhew	10/11/2022	Regular	0.00	202.17	55848
INV0007865	Invoice	10/03/2022	Trunk or Treat Candy; Plates, Forks & Napkins	0.00	202.17	
00611	Mid Valley Publications	10/11/2022	Regular	0.00	246.05	55849
339759	Invoice	09/21/2022	Senior Center Flooring - Notice to Bidders	0.00	246.05	
00824	NEUMILLER & BEARDSLEE	10/11/2022	Regular	0.00	1,600.00	55850
332065	Invoice	10/06/2022	LEGAL SERVICES	0.00	1,600.00	
00837	NORTHSTAR CHEMICAL	10/11/2022	Regular	0.00	2,096.79	55851
234835	Invoice	09/26/2022	Blanket PO	0.00	381.60	
234836	Invoice	09/26/2022	Blanket PO	0.00	1,715.19	
00855	OPERATING ENGINEERS LOCAL	10/11/2022	Regular	0.00	324.00	55852
10/2022-1	Invoice	10/01/2022	LOCAL UNION DUES #3	0.00	324.00	
00879	PG & E	10/11/2022	Regular	0.00	134.48	55853
INV0007861	Invoice	09/26/2022	UTILITIES	0.00	134.48	
00906	PROVOST & PRITCHARD CONSU	10/11/2022	Regular	0.00	2,406.33	55854
95031	Invoice	09/16/2022	TCP Treatment Design	0.00	2,406.33	
01801	Richey Roofing	10/11/2022	Regular	0.00	358.49	55855
INV0007862	Invoice	09/29/2022	Duplicate Permit Refund	0.00	358.49	
00966	RUIZ, EDUARDO	10/11/2022	Regular	0.00	244.40	55856
INV0007863	Invoice	09/29/2022	Work Boots	0.00	244.40	
00999	SEE CLICK FIX	10/11/2022	Regular	0.00	4,158.00	55857
242013	Invoice	10/07/2022	Annual License Fee	0.00	4,158.00	
01009	SHRED-IT USA LLC	10/11/2022	Regular	0.00	182.00	55858
8002315023.	Invoice	09/03/2022	Shredding	0.00	182.00	
01264	VERIZON WIRELESS	10/11/2022	Regular	0.00	152.04	55859
9916635084	Invoice	09/25/2022	MIFI DEVICES/ CAMERAS	0.00	152.04	

Check Report

Date Range: 09/20/2022 - 10/19/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01206	WARDEN'S OFFICE	10/11/2022	Regular	0.00	137.27	55860
2085463-0	Invoice	09/29/2022	MISC OFFICE SUPPLIES	0.00	93.36	
2085463-1	Invoice	09/30/2022	MISC OFFICE SUPPLIES	0.00	12.64	
2085463-2	Invoice	10/04/2022	MISC OFFICE SUPPLIES	0.00	31.27	
01226	WILLE ELECTRIC	10/11/2022	Regular	0.00	80.23	55861
S2108048.001	Invoice	10/05/2022	parts	0.00	80.23	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	10/14/2022	Regular	0.00	224.12	55862
INV0007921	Invoice	10/14/2022	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	224.12	
01673	Alexander Swanton	10/17/2022	Regular	0.00	296.64	55863
INV0007903	Invoice	10/11/2022	Work Boots Swanton	0.00	296.64	
00049	ALLIED ADMINISTRATORS	10/17/2022	Regular	0.00	2,165.36	55864
INV0007905	Invoice	10/01/2022	DELTA DENTAL - November 2022	0.00	2,165.36	
01603	Amazon Capital Services, Inc.	10/17/2022	Regular	0.00	1,244.83	55865
1LCH-1MGF-3HHL	Invoice	10/13/2022	PLC parts	0.00	1,244.83	
00284	CHARTER COMMUNICATION	10/17/2022	Regular	0.00	250.91	55866
0013555100122	Invoice	10/01/2022	IP ADDRESS- PINE ST	0.00	250.91	
00332	CONDOR EARTH TECHNOLOGIES	10/17/2022	Regular	0.00	1,293.75	55867
87994	Invoice	09/30/2022	Blanket PO	0.00	1,293.75	
00381	DARKHORSE OUTHOUSE SERVICE	10/17/2022	Regular	0.00	1,850.00	55868
INV-0045	Invoice	10/13/2022	lebreight porta potys	0.00	1,850.00	
01656	Derek Sawyer Smart Energy Heating & Air, Inc	10/17/2022	Regular	0.00	983.45	55869
INV0007907	Invoice	10/05/2022	Cancelled Contract - Refund Permit MECR22...	0.00	278.49	
INV0007908	Invoice	10/06/2022	Permit Issued in Error - Out of City Limits	0.00	360.36	
INV0007909	Invoice	10/05/2022	Permit Issued in Error - Out of City Limits	0.00	344.60	
00498	FRANTZ WHOLESALE NURSERY	10/17/2022	Regular	0.00	145.63	55870
611816	Invoice	10/13/2022	gravel for corp yard lot	0.00	145.63	
01612	GreatAmerica Financial Svcs.	10/17/2022	Regular	0.00	358.92	55871
32535634	Invoice	09/29/2022	LEASE	0.00	358.92	
01583	Hunt & Sons, Inc.	10/17/2022	Regular	0.00	2,873.16	55872
746805	Invoice	09/30/2022	Blanket PO fuel	0.00	2,873.16	
01282	JAIME VELAZQUEZ	10/17/2022	Regular	0.00	87.06	55873
INV0007904	Invoice	10/10/2022	Materials for Repair	0.00	87.06	
01777	Jonathan Sterling	10/17/2022	Regular	0.00	135.00	55874
221409	Invoice	10/13/2022	Training	0.00	135.00	
00884	PITNEY BOWES	10/17/2022	Regular	0.00	385.08	55875
1021667790	Invoice	10/03/2022	POSTAGE - Ink Cartridges	0.00	385.08	
00914	QUICK N SAVE	10/17/2022	Regular	0.00	369.02	55876
1015202	Invoice	10/11/2022	Blanket PO Diesel (highway)	0.00	369.02	
01090	SUTTER HEALTH PLUS	10/17/2022	Regular	0.00	17,903.68	55877
2290568	Invoice	10/03/2022	MEDICAL INSURANCE- November 2022	0.00	17,903.68	
01115	THE HOME DEPOT CRC	10/17/2022	Regular	0.00	173.25	55878
29500	Invoice	09/27/2022	Blanket PO home depot	0.00	133.62	
66991	Invoice	09/08/2022	Blanket PO home depot	0.00	39.63	
01155	UNDERGROUND SERVICE ALERT OF NORTHERN C	10/17/2022	Regular	0.00	347.19	55879
2022117988	Invoice	10/13/2022	underground service alert	0.00	347.19	
01176	USA BLUE BOOK	10/17/2022	Regular	0.00	35.64	55880

Check Report

Date Range: 09/20/2022 - 10/19/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
128251	Invoice	09/30/2022	Blanket PO	0.00	35.64	
01180	V. RIVERA CONCRETE	10/19/2022	Regular	0.00	25,665.25	55881
1347	Invoice	09/15/2022	Sheriff's Office Concrete	0.00	6,930.00	
1351	Invoice	09/29/2022	Break and Remove Retaining Walls	0.00	976.00	
1563	Invoice	08/10/2022	Removal of Sod and Concrete, Adding New ...	0.00	17,759.25	

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	175	107	0.00	452,134.18
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-465.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	175	110	0.00	451,669.18

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	175	107	0.00	452,134.18
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-465.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	175	110	0.00	451,669.18

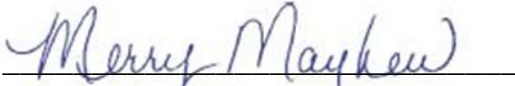
Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	9/2022	129,651.41
999	POOLED CASH/CONSOLIDATED CASH	10/2022	322,017.77
			451,669.18



CITY COUNCIL AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: October 24, 2022
Subject: Approval of City Hall Closure during the Holiday Period of December 27, 2022 through December 30, 2022
Presented By: Ashton Gose, Management Analyst
Approved By: 
City Manager

Staff Recommendation:

Authorize the closure of City Hall from December 27, 2022 through December 30, 2022.

Background:

The City annually observes December 25 and January 1 as regular holidays. This year, both holidays fall on a Sunday and will be observed each Monday following the actual holiday. During the month of December, the City (and local government offices in general) have historically experienced a slowdown in business activity, including office operations and building permit activities. Additionally, the extended holiday closure provides City employees an opportunity to spend time with their families with minimal impact on City-services and operations.

Discussion:

City Hall is scheduled to be closed on Monday, December 26th for the observance of Christmas Day and on Monday, January 2nd for the observance of New Year's Day. With this proposal, City Hall will be closed for four additional days: Tuesday, December 27, 2022, through Friday, December 30, 2022. City Hall will reopen for business on Tuesday, January 3, 2023.

Employees, as practiced with past closures during the holiday season, may use their accrued leave time for the additional four days between Christmas and New Year's Day. Vacation time used by employees during this period helps to lower future vacation accrual liability.

Select Public Works, Utilities, and office staff will be working and performing critical tasks. Additionally, normal on-call procedures will be followed to handle any

emergencies that may occur during this time. There will be management available as needed to address any issues that warrant an immediate response.

Following approval of the closure for the upcoming holiday season, the City will provide advance notification to inform the community that City Hall will be closed during this time. City staff will post an announcement of the closure in the November and December newsletter that is mailed to every utility customer, as well as post signs at City Hall and provide notifications on the City website and social media. With adequate notice and outreach, community members will be made aware that the City will be closed and can plan to take care of City business either before or after the closure.

City utility bills are due on the last business day of the month. With the office closure, the deadline for utility bills will be extended to Tuesday, January 3, 2023.

Fiscal Impact:

The recommended holiday closure is expected to result in a decrease in employee accrued vacation balances, which will result in a decrease in the City's overall accrued liability. In addition, there will be nominal savings in fuel costs, utilities, and other supplies used during the normal course of business due to reduced City operations.



CITY COUNCIL AGENDA ITEM NO. 3.4 SECTION 3: CONSENT CALENDAR

Meeting Date: October 24, 2022
Subject: Consideration to Appoint One Candidate to the Parks, Recreation and Entertainment Commission.
Enclosure: Commission Application:
Jeff Montgomery
Presented By: Ashton Gose, Deputy City Clerk
Approval: 
City Manager

Staff Recommendation:

Appoint Jeff Montgomery to the Parks, Recreation and Entertainment Commission.

Background and Overview:

The Hughson Parks, Recreation and Entertainment Commission provides recommendations to the City Council regarding policies for the acquisition, development, maintenance, and improvement of park facilities. The Commission is also responsible for formulating and recommending appropriate fee schedules, policies, rules and regulations for park sites and other recreation facilities.

On December 31, 2021, The Hughson Parks, Recreation and Entertainment Commission experienced expiring terms for two (2) commissioners. Since those expirations, the vacancies have been advertised as “until filled” in the local paper, social media, and the City website/newsletter. Staff received one (1) application on October 6, 2022 and conferred with Mayor George Carr regarding the recommendation to appoint an applicant to the Commission. Mayor Carr agreed with the recommendation and asked staff to present the item to the City Council.

At this time, the City Council has the opportunity to interview the applicant (to do so, the item would need to be pulled from the Consent Calendar by a member of the City Council), discuss the application, and ultimately appoint the applicant with a majority vote.

If appointed, the commissioner will serve on the Parks, Recreation and Entertainment Commission for a term set to expire on December 31, 2023.

Fiscal Impact:

Per the Hughson Municipal Code, Parks, Recreation and Entertainment Commissioners are not compensated.



CITY OF HUGHSON
APPLICATION FOR PARKS, RECREATION AND ENTERTAINMENT COMMISSION

NAME: Jeff Montenegro

HOME ADDRESS: [REDACTED] Hughson, CA 95326

DO YOU LIVE WITHIN CITY LIMITS? YES NO

EMAIL: [REDACTED]

HOME PHONE: [REDACTED] CELL PHONE: [REDACTED]

ARE YOU RELATED TO CURRENT CITY EMPLOYEES? YES NO

IF YES, PLEASE LIST EMPLOYEE'S NAME AND RELATIONSHIP:

OCCUPATION: City of ~~Hughson~~ Modesto Human Resources

BUSINESS ADDRESS: 1010 14th Street Modesto

EDUCATION (HIGHEST SCHOOL YEAR, DEGREES, ETC.): Master's Degree

***EMPLOYMENT HIGHLIGHTS (Please submit resume)**

PRIOR PUBLIC SERVICE (IF ANY): Numerous boards City of Waterford
Employment - City of Hughson, City of Parkdale, City of Modesto

PRESENT AND PAST COMMUNITY ACTIVITIES (PLEASE DO NOT LIST PARTISAN POLITICAL ACTIVITIES): Lylock Masonic Lodge, Toastmasters

WHAT DO YOU BELIEVE ARE THE MOST IMPORTANT ISSUES FACING HUGHSON TODAY (Relative to the position being sought)?

More opportunities, events, Safer streets and bike paths

SIGNATURE: Jeff Montenegro

DATE: 10/6/2021

Deliver or mail to: City Clerk, City Hall
agose@hughson.org
7018 Pine Street/ P.O. Box 9
Hughson, CA. 95326

DEADLINE FOR FILING - Until Filled

CANDIDATE'S STATEMENT

As a candidate for the PARKS, RECREATION AND ENTERTAINMENT COMMISSION of the City of Hughson, I submit the following statement on why I am interested in serving as a City Commissioner:

My name is I would like to provide insight on increasing grade
and pedestrian opportunities.

DATE 10/6/2022

Jeff M...
SIGNATURE

JEFF MONTGOMERY

HUMAN RESOURCES ANALYST

209-324-7703

HUGHSON, CA



PROFILE

SHRM certified HR professional with 5+ years of well-rounded experience in administering full cycle recruiting, benefits, payroll, and HR analytics. With attention to policies and laws, active research and enhancing department processes, ready to ensure recruits and retains qualified and exceptional employees for years to come.

EDUCATION

MASTER OF PUBLIC ADMINISTRATION

California State University, Stanislaus
May 2017 – With Distinction

BACHELOR OF SCIENCE POLITICAL SCIENCE

California State University, Stanislaus
May 2014 - Magna Cum Laude

CERTIFICATIONS

SOCIETY FOR HUMAN RESOURCE MANAGEMENT CERTIFIED PROFESSIONAL

SHRM, 2014

WORK EXPERIENCE

HUMAN RESOURCES Analyst I | Modesto, CA

City of Modesto [08/2022-present]

- Conduct all job recruitments for Modesto Police Department
- Analyze various data sets ranging from payroll, employee engagement, and retention
- Participating in labor negotiations by costing proposals, writing MOU language, and advising on past practice

HUMAN RESOURCES TECHNICIAN II | Modesto, CA

City of Modesto [03/2018 – 08/2022]

- HR liaison and administrator for 8 departments, servicing 400+ City staff.
- Ensure compliance and interpretation of 6 MOUs and the City's Personnel Policies and Procedures.
- Process and ensure payroll and accuracy for employee step increases, promotions, incentive pays, Acting Pay, Out of Class, transfers, cost center changes, and new hires.
- Regularly navigate Oracle payroll system to upload cost of living adjustments, new allocations, and new cost centers.
- Spearheaded implementation of NeoGov Onboard and Perform to stream HR processes.
- Prepare, negotiate, and place employment offers that ensured pay equity and competitive compensation and benefit packages.
- Facilitate pre-employment background checks, employee onboarding, new hire orientation, and separation meetings.

JEFF MONTGOMERY

AWARDS & COMMUNITY INVOLVEMENT:

- Recipient of the 2016 Robert M. O'Dell Foundational Scholarship
- Most Outstanding Student in Political Science at CSU Stanislaus for Academic Year Fall 2013 - Spring 2014
- Master Mason at Turlock Masonic Lodge #236 of Free and Accepted Masons - November 2013 - present
- Member of Toastmasters 2022 - Present
- City of Turlock Police Department's Fall 2017 Citizens Academy

BOARDS & COMMITTEES

- Commissioner on the City of Waterford Planning Commission [2012- 2014]
- City of Waterford representative on Stanislaus County Council of Governments Bicycle and Pedestrian Committee [2012 - 2014]
- Community Member on Waterford Oversight Board to the Successor Agency [2012 - 2014]
- Commuter student representative on CSU Stanislaus Student Recreation Oversight Committee [2011 - 2013]

WORK EXPERIENCE CONTINUED

PART TIME LECTURER DEPARTMENT OF POLITICAL SCIENCE, PUBLIC ADMINISTRATION, AND LEADERSHIP | Turlock, CA California State University, Stanislaus [10/2021 - Present]

- Taught the Introduction to Public Affairs Course for Fall Semester 2021. Will be offered other sections as department need arises

OFFICE ASSISTANT, HR | TURLOCK, CA City of Turlock [12/2016 - 03/2018]

- Managed all aspects of the City's Municipal Volunteer Program.
- Planned, budgeted, and organized the City's Leadership Academy.
- Composed staff reports and resolutions for work wellness, cyber insurance, workers compensation, software maintenance contracts, and military leave policy.
- Conducted salary and benefit surveys.
- Supported HR Analyst during the City's health benefits faire.
- Developed Request for Qualification for the City Manager Recruitment and assisted with tracking the costs and services offered by each firm that submitted a proposal.
-

GRADUATE & STUDENT ASSISTANT | TURLOCK, CA CSU Stanislaus

- Graduate Assistant [05/2016 - 12/2016]
 - CSU Stanislaus Office of Research and Sponsored Programs/Center for Excellence in Graduate Education
- Student Assistant [08/2015 - 05/2016]
 - Writing Proficiency Screening Test Office

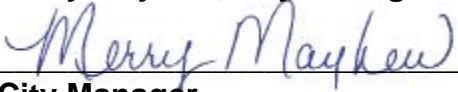
ADMINISTRATIVE ASSISTANT | Marina, CA Panetta Institute for Public Policy [09/2014 - 11/2014]

SUPPLEMENTAL INSTRUCTOR | Turlock, CA CSU Stanislaus [01/2014 - 05/2014]

Completed Colleges Internships in Washington, DC for Congressman Jeff Denham, City of Waterford, City of Hughson, and Turlock Downtown Property Owners association



CITY COUNCIL AGENDA ITEM NO. 3.5 SECTION 3: CONSENT CALENDAR

Meeting Date: October 24, 2022
Subject: Adoption of the Travel Policy for City of Hughson Officials and Employees
Enclosure: City of Hughson Draft Travel Policy
Presented By: Merry Mayhew, City Manager
Approved By: 
City Manager

Staff Recommendation:

Adopt the Travel Policy for City of Hughson Officials and Employees.

Background and Summary:

Conducting business for the City of Hughson may necessitate periodic travel by City officials and employees beyond city/county limits. A travel policy is intended to formalize guidelines for incurring expenses for travel associated with City business and establishes the basic foundation of rules and requirements that employees and officials must follow relating to documentation and approval.

The attached City of Hughson Travel Policy has been used as guidance for City of Hughson officials and employees since it was adopted by the City Council on January 24, 2022. Since that time, staff recognized that clarifications are needed for the policy to operate as intended.

As City staff and officials are accountable to the City Council and to the public whom we serve, it is important that business is conducted in such a manner that provides transparency.

Discussion:

This item is to bring forward the City's current Travel Policy that has been reviewed and recommended edits have been made through track changes (attached). Edits were made for the sake of clarification, and to clarify the process for approval of travel, and reimbursement of expenses.

Significant changes are listed below:

Section 2.4.3 – Edits were made throughout to keep the language regarding officials consistent throughout the policy.

Section 3.2.1 – Exceptions to the policy for appointed and elected officials must be approved by the City Council.

Section 5.13 – Language was added to clarify that receipts are not required for non-local per diem travel and that should an employee or official elect to return unused per diem they may.

Section 8.1 – Language was added to clarify that travel advances are not required in order to claim per-diem for non-local travel. In addition, language was added to clarify that if meals are provided with a conference or course registration, the allotment for the meal is deducted from the per-diem paid.

Staff are bringing these changes forward for approval to provide for streamlined operations while maintaining fiscal prudence and transparency.

Fiscal Impact:

There is no fiscal impact with the adoption of the updated Travel Policy.

CITY OF HUGHSON

POLICY FOR REIMBURSEMENT OF TRAVEL AND BUSINESS EXPENSES

1. PURPOSE.

- 1.1. The purpose of this Policy for Reimbursement of Travel and Business Expenses (“Policy”) is to define and clarify authorized reimbursable travel and business expenses incurred by City employees and city officials in connection with their official City responsibilities, both within and outside of the City of Hughson, and within and outside of the County of Stanislaus, and to establish procedures for the authorization and reimbursement of such expenses.
- 1.2. In order to protect public resources and foster public trust in the use of those resources, as well as comply with state law requirements regarding reimbursement of expenses, the City hereby sets forth this Policy. This Policy complies with the requirements of the California Government Code, including sections 53232, and following, enacted in 2005 by AB 1234.
- 1.3. In addition, this Policy complies with the applicable income and tax regulations. Travel and business expense reimbursements or advances paid under an accountable plan are tax-free. By contrast, a reimbursement or advance paid under a non-accountable plan is considered taxable wages; therefore taxes must be withheld and paid, and these payments reported as income on an employee’s W-2. This Policy meets the requirements of an accountable plan (business connection, substantiation, and return of unsubstantiated amounts). All travel and expenses reimbursed must have documentation supporting the place and business purpose consistent with the requirements of this Policy.

2. GENERAL RULES

- 2.1. Applicability. Unless otherwise specified, this Policy is applicable to all City employees and all City officials. City officials include elected officials and appointed members of boards and commissions of the City.
- 2.2. Definition of Travel. For the purpose of this Policy, the word "travel" is used to denote activities of individuals required in connection with authorized attendance at conferences and meetings, either formal or informal, including necessary transportation. Travel is further designated as local or non-local as defined below.
 - 2.2.1. Local Travel. Official travel performed within a distance of 100 miles from the City of Hughson and accomplished within one day.
 - 2.2.2. Non-Local Travel. Official travel involving at least one over-night absence from the City of Hughson or to a location more than 100 miles distance from the City of Hughson.

2.3. Related to City Business. City officials and employees shall be expected to exercise good judgment and show proper regard for economy when incurring expenses in connection with the conduct of official City business. Any expense for which an employee or official requests reimbursement should directly and clearly relate to the conduct of City business, and in the event of an audit subsequent to the reimbursement, should leave no question that such expenditure in fact did relate and was necessary to the conduct of City business.

2.4. Expenses Eligible for Reimbursement.

2.4.1. City funds, equipment, supplies (including letterhead), titles, and employee time must only be used for official, authorized City business.

2.4.2. For City officials and employees, expenses incurred in connection with the following types of activities generally constitute authorized expenses which are eligible for reimbursement provided that they are otherwise consistent with this Policy:

2.4.2.1 Communicating with representatives of local, regional, state and national government on City adopted policy positions;

2.4.2.2 Attending educational seminars designed to improve officials' and employees' skill and information levels;

2.4.2.3 Participating in local, regional, state and national organizations whose activities affect the City's interests;

2.4.2.4 Recognizing service to the City (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost);

2.4.2.5 Attending City events; and

2.4.2.6 Attending meetings regarding City-related business, including meeting with City staff.

2.4.3. For City officials both elected and appointed all other expenditures not specified in section 2.4.2 above, require prior approval by the ~~legislative body for which the official is a member~~ Hughson City Council during a public meeting and must be otherwise consistent with State law.

2.5. Expenses Not Eligible for Reimbursement.

2.5.1. For both City employees and officials, expenses incurred which are not associated with official city business are not eligible for reimbursement. This includes, but is not limited to, the following types of expenses:

2.5.1.1 The personal portion of any trip;

2.5.1.2 Political or charitable contributions or events;

2.5.1.3 Family expenses, including partner's expenses, when accompanying an employee or official on City-related business, as well as children or pet-related expenses;

2.5.1.4 Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;

2.5.1.5 Alcohol/personal bar expenses;

2.5.1.6 Non-mileage personal automobile expenses, including repairs, traffic/parking citations, insurance or gasoline; and

2.5.1.7 Personal losses incurred while on City business.

2.5.2. Any questions regarding the propriety of a particular type of expense should be resolved before the expense is incurred, by the City Manager regarding employees, or if known in advance by the City Council regarding officials.

2.6 Expenditures Not Specified by Policy. This Policy provides information and guidance in determining expenses which are appropriate to the conduct of City business. However, for City employees, the City Manager may, at their discretion, approve or disapprove any of the types of travel and business expenses identified in this Policy, or any other expenses not listed, as the City Manager deems appropriate to specific circumstances. For City officials, both elected and appointed, any expenditure for reimbursement for expenses occurred which fall outside of this Policy must receive the prior approval, if known in advance, or approval after the fact, if the expense is not known in advance. The approval must be given by the Hughson City Council during a public meeting ~~of the legislative body for which the official is a member.~~

3. TRANSPORTATION EXPENSES.

3.1. General Rules for Transportation Expenses.

3.1.1. The transportation modes specified in this Policy may be employed for the purpose of traveling on City business.

3.1.2. Travel time shall not exceed one (1) day in each direction while in route to and from business, conferences or meetings, unless justified and approved by a Department Head or City Manager.

3.1.3. All travel will be by the mode least costly to the City. In arriving at the lowest cost mode, factors such as time, distance traveled and cost of transportation must be considered.

3.1.4. When two (2) or more persons are traveling by automobile, whether personal or City vehicle, every reasonable effort is to be made to ride together.

3.2. Air and Rail.

3.2.1. Allowance for air and rail travel will be actual round-trip fare and will be made by coach or tourist class or by the method least costly to the City. Exceptions will be reviewed on a case-by-case basis and approved by the City Manager, i.e. special accommodations. For City officials both elected and appointed see section 2.5.2.

3.2.2. Special efforts shall be made to take advantage of discounts and special fares when such fares and discounts produce "real savings" to the City.

3.2.3. If other travel arrangements are made, or are made in conjunction with approved personal leave, reimbursement shall be computed at the coach rate, using the shortest and most direct route to and from the location of the City business.

3.3. Private Automobile.

3.3.1. With prior written approval from the Department Head, a personal vehicle may be used for transportation in lieu of air travel or a City vehicle.

3.3.2. If a personal automobile is used, the reimbursement of mileage will not exceed the cost of coach air travel from a local airport to the destination and transportation to and from the airport.

3.3.3. The mileage allowance for use of a personal automobile will be based on the mileage allowance rate published and approved by the Internal Revenue Services. Current rates can be found on their website at www.irs.gov. Allowable mileage is from work site to destination. If leaving from a different site that results in less miles driven, reimbursement will be for the fewest miles driven. A google or map quest print out should support the mileage reimbursement.

3.4. City Vehicle.

3.4.1. Use of departmentally assigned or pool City vehicles may be authorized for travel to and from designated places on City business outside the local area when this method of transportation can be demonstrated as the most economical means available.

3.4.2. There shall be no allowance or reimbursement for transportation when a City owned vehicle is used.

3.4.3. In the event fuel needs to be purchased for official City business, the fuel costs will be reimbursed. The City maintains the practice of fueling city vehicles at the Corporation Yard, but recognizes that fueling needs may arise that require reimbursement. Should the City enter into a Fuel Procurement Card Program ("Gas Card"), information will be provided and associated cards will be available for City officials and employee use, for city related travel.

3.4.4. Any out-of-pocket expenses incurred to operate a City vehicle shall be reimbursed only if receipts are provided.

3.5. Garage and Parking Expenses.

3.5.1. Charges for parking and storage for private or City vehicles may be reimbursed.

3.5.2. Receipts for such expenses should be retained and submitted with requests for reimbursement.

3.6. Vehicle Rentals, Public Transportation and Tolls.

3.6.1. Expenses for transportation of rental vehicles, taxis, buses, shuttles, Uber, Lyft, and other forms of public transportation may be reimbursed where such conveyances are reasonable and necessary in the conduct of City business.

3.6.2. Receipts for such expenses, including tolls, should be retained and submitted with requests for reimbursements.

3.6.3. Corporate rates should be requested for vehicle rentals.

3.7. Use of Privately Owned/Chartered Aircraft.

3.7.1. Use of privately owned aircraft directly or indirectly related to official City business is strictly prohibited. Reimbursement for private aircraft use will not be provided.

3.7.2. At the City Manager's discretion, a waiver of the private plane restriction may be made if circumstances exist that clearly preclude the use of other carriers. Such a waiver requires written authorization from the City Manager after compliance with City insurance and pilot qualification standards. More specifically, the guidelines outlined below will apply to the City Manager's consideration of an employee's request to use a privately owned aircraft.

3.7.2.1 Any request must be submitted at least two weeks prior to the flight occurrence to include destination, names of employees and any other occupants, type of aircraft, landing points, and any other information that may be deemed as necessary.

3.7.2.2 The aircraft must either be owned by the employee or rented from a commercial aircraft firm.

3.7.2.3 The City must be named as co-insured on an insurance policy that has a minimum of \$1 million coverage with no more than \$1,000 deductible. Proof of insurance with the City named as co-insured must be submitted and approved.

3.7.2.4 The pilot must be rated for Instrument Flight Rules and show proof of such qualification. Instrument Flight Rules will also be the method of flight rather than

Visual Flight Rules and all details of how such Instrument Flight Rules procedures will be accomplished must be submitted prior to the flight.

3.7.3. Notwithstanding the requirements listed above, the City Manager, at their sole discretion, can deny any request for the use of a privately owned or chartered aircraft.

4. ACCOMMODATIONS.

- 4.1. Whenever possible, single rooms at corporate/government/group rates are to be secured. These rates must be specifically requested.
- 4.2. If the employee wishes to reserve a double room or some other accommodation, then single room, corporate/government/group rates, if available, are to be charged to the City.
- 4.3. Special efforts shall be made to obtain accommodations at or near the facility where official City business is to take place.
- 4.4. The principle of least cost shall be followed provided the accommodations are adequate. Travel time and transportation costs shall be considered in accommodation arrangements.
- 4.5. For officials and employees, if lodging is in connection with a conference or organized educational activity, lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the official at the time of booking. If the group rate is not available, the official or employee shall use comparable lodging and may be reimbursed for the actual lodging costs.

5. MEALS

5.1. Non-Local Travel.

5.1.1. Any official or employee who is authorized to travel in the discharge of official duties may receive, in addition to transportation and hotel accommodation expenses, a meal allowance for each day or part thereof. The maximum allowance shall not exceed the per-diem amount specifically established by this Policy as set forth in section 5.4 of this Policy entitled "Meal Allowance Policy."

5.1.2. Meal allowance shall be allowed or reimbursed for days actually spent on City business, for programmed days of a conference or meeting, and for time spent in travel, per the established per diem meal allowances defined in 5.4 of this Policy. When meals are included in the cost of conference/seminar registration, reimbursement cannot be claimed separately from registration costs. An exception may be where a "continental breakfast" is included with registration. In the case of a continental breakfast, a separate breakfast meal may be ~~purchased and~~ reimbursed.

5.1.3. Receipts are not required for non-local per diem travel. Employees and City Officials may elect to return the amount of the per-diem if the total amount was not expended.

5.2. Local Travel.

5.2.1. Occasionally, City employees are required to attend local meetings on City business during which a meal is served or necessary. Allowable expenses for such meetings include the cost of the meal and tip.

5.2.2. Employees who, during the normal course of performing their duties, must provide for meals for representatives of governmental agencies or other persons doing business with or for the City in order to most effectively execute their responsibilities, may be authorized reimbursement for expenses associated with such meals. Business meals cannot be claimed when attending a conference, seminar or when an employee has paid "registration fees" in which case, per diem will be claimed, if applicable. When requesting such reimbursement, documentation shall be submitted in accordance with City procedures which will include: copy of receipt, description or purpose of meal, listing of all persons, organizations and title.

5.2.3 Allowable expenses for local travel and one-day trainings will typically not be advanced. Original receipts and supporting documentation will be presented for reimbursement through the Accounts Payable process within the Finance Department.

5.3. Other Meals. Expenses for other meals not defined in this provision, such as City awards luncheons and dinners, retirement luncheons and dinners and meals associated with service club meetings shall not be authorized for reimbursement unless specifically approved by the City Manager for City employees and by the City Council for City officials.

5.4. Meal Allowance Policy.

5.4.1. For all non-local travel, City officials and employees may request a meal allowance of \$45.00 per day **or** reimbursement of actual meal expenses incurred.

5.4.2. Reimbursement for actual expenses in excess of the established per diem shall be made only if receipts are provided and the amount to be reimbursed is due to an extenuating and documented situation. Such reimbursement requires City Manager approval.

5.4.3. Per diem or reimbursement for meals will not be allowed when a meal is provided within the registration fee. One exception is when a "continental breakfast" is provided.

5.4.4. In the event that the individual is not on City business for the entire day, the meal allowance will be prorated according to the following formula:

5.4.4.1 Breakfast: \$10.00 - to be paid if travel begins prior to 7:00 a.m. or returns after 9:00 a.m.

5.4.4.2 Lunch: \$15.00 - to be paid if travel begins prior to 11:00 a.m. or returns after 1:00 p.m.

5.4.4.3 Dinner. \$20.00 - to be paid if travel begins prior to 5:00 p.m. or returns after 7:00 p.m.

5.4.5. It will be the Department Head's responsibility to monitor the time of departure and arrival to ensure proper payment of meal allowance.

5.4.6. City officials and employees must provide original receipts for all meals that are subject to reimbursement, such as one-day trainings and local travels. The reimbursement amount is up to the amounts referenced in the Meal Allowance Policy, section 5.4.4. The receipt shall accompany a demand request, with necessary approvals, and be presented to Accounts Payable-Finance Department.

5.5. Tips and Gratuities. Reasonable expenses for tips (no more than 18%) and gratuities, in addition to the meal allowances, are allowable for meals, hotel and transportation purposes.

6. **REGISTRATION FEES.**

6.1. Fees charged for registration at any convention or meeting may be reimbursed. A receipt or some other proof of the fee amount, such as a copy of the conference program setting forth the fee rate, shall be provided with any such reimbursement request.

7. **TELEPHONE AND INTERNET.**

7.1. Telephone and internet expenses may be incurred only for the conduct of City business by employees traveling in conjunction with their official capacities.

8. **ADVANCE FUNDS.**

8.1. City employees and City officials shall be eligible for a travel advance –for non-local travel, based on the per diem amounts and calculated based on the travel request and estimated expense report, after its approval by the Finance Director. A copy of the complete travel request must be submitted to the Finance Director at the time the travel advance is requested. A travel advance check to the employee will be made in accordance with the Accounts Payable schedule in an amount equal to 100% of the trip costs borne by the employee. Additionally, if possible, the City shall pay in advance registration, transportation costs, and lodging, including one (1) night for travel time. Travel advances will only be given for non-local travel. Travel advances are not required in order to claim per-diem for non-local travel; however, conference agendas must designate which meals are provided so that the allotment for the meal can be deducted from the per-diem. Exceptions to this requirement require the approval of the City Manager. For City officials both elected and appointed see section 2.5.2.

8.2. No later than thirty (30) days after returning to the job, the employee will complete the Travel Expense Report form to show actual or authorized expenses (with receipts) and submit it to the Finance Department for auditing, reconciliation and settlement. All advances including travel, registration, lodging, meal allowance, and transportation, will be deducted from the total expense. If the advance exceeds the actual expenses, a remittance must accompany the completed claim for payment. If the trip is canceled, all advances must be returned immediately. If the claim for payment is not submitted within

the required thirty days, the trip authorization may be closed out and the employee may not be reimbursed for out-of-pocket expenses incurred.

- 8.3. The Finance Department shall audit the items submitted for arithmetic accuracy and the allowability of the expenditures, and when appropriate, prepare a check for payment to the employee.
- 8.4. In those cases where two or more employees travel together in another employee's private vehicle, mileage reimbursement, where appropriate, shall be paid to one employee only. It is the employee's responsibility to submit all receipts.
- 8.5. Costs which are reimbursed to the employee, without proper documentation (receipt) must be considered taxable income and must be reported on year-end W-2s pursuant to IRS regulations of an "accountable plan" and expenses incurred over the authorized "per diem" amounts shall be the responsibility of the employee.

9. **ATTENDANCE APPROVAL REQUIRED.**

- 9.1. Employees. For employees, all out-of-state travel and Department Head attendance at conferences or overnight travel, must be approved by the City Manager. Other travel is subject to Department Head approval. At no time shall a department be left without a qualified person on duty, including weekends and holidays, without City Manager approval. Expenses incurred by employees prior to or without proper authorization may be the responsibility of that employee.
- 9.2. City Manager. City Manager travel authorization is specified in the City Council approved Contract.
- 9.3. Officials. For officials, all anticipated conferences, conventions, and professional meetings shall be budgeted for in the budget, or specifically approved by the City Council. As the trip is paid for with public funds, it shall be the responsibility of the official undertaking the trip to make every effort to attend the entire conference and as many sessions as possible.

10. **SPOUSES.**

- 10.1. Although fiscal and legal requirements do not allow the use of City funds for spouses to accompany City officials and employees, the attendance of spouses serves and promotes desirable City purposes and goals. It is the policy of the City to encourage their participation at the City official's or employee's own expense. Spouses are often expressly invited to attend conferences, and business meetings. Their presence at gatherings of mixed social and business purposes serves not only the beneficial purpose of presenting the best picture of City "families" to others, but spouses contribute valuable information, viewpoints and opinions in discussions about City and governmental business. The spouse's contribution is both substantive and ceremonial.

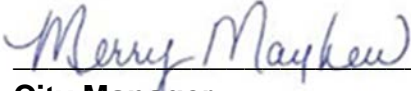
11. **RECEIPT REQUIREMENT FOR OFFICIALS AND EMPLOYEES.**

- 11.1. All cash advance expenditures, credit card expenses and expense reimbursement requests made by an official must be submitted on an expense form provided by the City.
- 11.2. Expense reports must document that the expense in question met the requirements of this Policy.
- 11.3. Officials and employees must submit their expense reports within thirty (30) calendar days of an expense being incurred, unless otherwise unreasonable and such expense reports must be accompanied by receipts documenting each expense. Inability to provide such documentation in a timely fashion may result in the expense being borne by the official or employee and ineligible for reimbursement from the City.



CITY COUNCIL AGENDA ITEM NO. 3.6

SECTION 3: CONSENT CALENDAR

Meeting Date: October 24, 2022
Subject: Adopt Resolution No. 2022-49, Approving the Professional Services Agreement with MCR Engineering for Contracted City Engineering Services
Enclosure: Professional Service Agreement
Presented By: Carla C. Jauregui, Community Development Director
Approved By: 
City Manager

Staff Recommendations:

1. Adopt Resolution No. 2022-49, approving the Professional Services Agreement with MCR Engineering for contract City Engineer Services.
2. Authorize the City Manager to execute the Professional Services Agreement with MCR Engineering inclusive of any final edits by the City Attorney.

Background and Overview:

On August 8, 2022, City staff released a Request for Proposals for Contracted City Engineering Services. The previous contract was set to expire in June of 2022, prior to the final expiration date of this contract, the City entered into a month-to-month contract with Willdan so that staff would have contracted engineering services while a new Request for Proposal for City Engineering Services was conducted by the City. Willdan has been serving the City on a month-to-month basis since Council approval of this contract on June 27, 2022. The response period for the Request for Proposals closed on September 8, 2022. The City received two qualified proposals, and City Staff interviewed both firms. After the interviews, MCR Engineering was selected as the consultant that best meets the City's current contracted engineering needs. The specific agreement with detailed terms is attached for reference and has already been reviewed to form by the City Attorney.

Discussion:

MCR Engineering was one of two firms to respond to the City's request for a proposal. After reviewing both proposals and interviewing both firms, MCR

presented as the best candidate to provide contract City Engineering Services. The City has relied on MCR professionals successfully in the past as the Contracted City Engineer where the firm has served as the lead on a variety of successful projects, including the Tully Road & Santa Fe Project, Pine Street Project, the Hatch Road Overlay Project, and the Hughson Avenue Pedestrian Project. Currently, MCR is overseeing the construction of Hughson's Well 7 Replacement Project.

MCR offers an experienced contract City Engineer and staff who are familiar with Hughson and the intricacies of local government, particularly in small cities. Rob Marler will serve as Hughson's City Engineer, and with over 20 years of experience, Rob will provide the leadership necessary to manage the rest of the resources available to the City which include staff and sub-consultants as part of MCR's contract.

For the past 20 years, MCR has designed projects that were funded by CMAQ, STBGP, CDBG, ATP and USDA grants amongst other funding sources. They've worked closely with Caltrans Local Assistance, and Local Councils of Government to secure and obligate federal and state funds for many projects for small cities as well. More importantly, on behalf of the City, they are able to process all of the paperwork required to obtain and process these funds, including invoices and Final Report of Expenditures which is essential for a small city with limited staff.

Due to the complexities of federal funded projects, the City will continue to have a separate contract with Willdan so that they can continue to perform project design work on current federally funded projects, specifically the Whitmore Pedestrian Improvement Project, allowing Willdan to continue in a manner that is contractually acceptable to CalTrans. Once the project design is completed, MCR would take over and oversee the construction phase of the project.

Fiscal Impact:

It is estimated that this agreement will have a similar fiscal impact to the recently expired contract. Mr. Marler's time is billed out at an hourly rate of \$225 per hour. The City spent \$8,400 in the 2021-2022 fiscal year on general engineering services. These funds come from the General Fund. When MCR spends time on a private project, Mr. Marler's time and the time of any other MCR professional, will be billed directly to the project applicant.

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2022-49**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
THE PROFESSIONAL SERVICES AGREEMENT WITH MCR ENGINEERING FOR
CONTRACT CITY ENGINEERING SERVICES**

WHEREAS, on August 8, 2022, the City of Hughson released a Request for Statement of Qualifications for contract City Engineering Services; and

WHEREAS, the response period closed on September 8, 2022, and the City received two proposals from various firms throughout the State; and

WHEREAS, City staff interviewed two firms that met the City's minimum requested qualifications; and

WHEREAS, MCR Engineering was the most qualified candidate, and chosen by staff to provide contract City Engineering Services for five years with the option to terminate by either party; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby approve the Professional Services Agreement with MCR Engineering attached hereto as Exhibit "A" and authorize the City Manager or his/her designee to sign the agreement subject to the City Attorney's approval of the agreement as to form.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 24th day of October 2022 by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

**MASTER
PROFESSIONAL SERVICES AGREEMENT**
(City of Hughson/MCR Engineering)

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

RECITALS

WHEREAS, the City has determined that it requires the professional services of a consultant to provide City Engineering 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, on September 8, 2022, the City requested Statement of Qualifications from numerous engineering firms.

WHEREAS, the City and the Consultant desire to enter into the “Master Professional Service Agreement,” which commences on October 25, 2022, for the Consultant to provide the above-described engineering 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 the Statement of Qualifications, Project Description, dated September 8, 2022, 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 “MCR Rate Schedule”, dated September 15, 2022, document attached hereto as Exhibit B.

1.3. “Commencement Date” means October 25, 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 October 25, 2022 and shall expire at 11:59 p.m. on September 30, 2027 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 attached as Exhibit A. 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 \$125,000 per year. City also agrees to reimburse consultant for any City approved extraordinary costs incurred by MCR Engineering 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 include a detailed itemization of 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
Community Development Director
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:

MCR Engineering
1242 DuPont Court
Manteca, CA 95336
Telephone: (209)239-6229

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 indirect, 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 here from 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

“Consultant”
MCR Engineering
By:  _____
MCR Engineering

Date:

Date: 9/29/2022

Attest:

By _____
Ashton Gose, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Daniel J. Schroeder, City Attorney

Date:

Exhibit A

Project Description

PROJECT OBJECTIVE

To provide contract engineering 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.

PROJECT SCOPE

The selected firm shall fulfill the duties of City Engineer on behalf of, and in coordination with, the City of Hughson on an as-needed basis. The firm shall have the resources and understanding of infrastructure systems to provide a full range of municipal engineering services. In addition, it is anticipated that the City may utilize the selected firm to provide other municipal engineering services on a project-by-project basis under separate Task Orders. It is desired that the selected firm or team utilize a single individual who will serve as the City Engineer and sole point of contact regarding any and all engineering and/or contractual matters.

The vendor will provide contract City Engineering services to the City of Hughson ("City") to include, but not limited to, the following:

- Formulate a Pre-Development meeting process and format.
- Participate in Pre-Development meetings.
- Review correspondences from state and federal permitting agencies that require responses or action from the City Engineer or public works staff.
- Review planning and environmental documents, development applications and subdivision plans.
- Review development plans for on-site and off-site improvements; review grading plans, hydrology and hydraulic studies, and drainage plans.
- Direct the installation of public improvements in subdivisions and other developments and provides supervision of subdivision and development reviews to ensure compliance with the Subdivision Map Act, the Professional Engineers Act, and the professional Land Surveyors' Act.
- Confer and consult with administrative staff on problems related to the design and construction of public works systems and the interpretation and enforcement of construction specifications.
- Serve as the Traffic Engineer responsible for the development, implementation, and operation of the City's transportation network, to include traffic signal systems and traffic control plans and traffic studies.
- Review and evaluate for propriety engineering plans, specifications, engineering reports, cost estimates, contract documents, and proposed ordinances submitted by City staff and consulting engineers; Approve, with signature and PE seal, plans, specifications, studies, and reports, as required by state law and City's Municipal Code.
- Review, as QSD/QSP, Erosion & Sediment Control Plans (ESCPs) and Storm Water Pollution prevention Plan (SWPPPs), ensure City's compliance with Phase II MS4 NPDES General Permit as issued by the State Water Board, and provide supervision over City's construction inspector in their activities to enforce MS4 requirements.
- Serve as technical advisor to the City Manager, City Council, and Department Heads on public works engineering matters; conduct special studies and assignments; develop comprehensive recommendations for management consideration.
- Make presentations before various groups, including City Council, Commissions, and professional and public meetings, as needed.

- Assist City staff in processing paperwork with the Stanislaus Council of Governments (StanCOG) and Caltrans Local Assistance/District 10 regarding state and federal funding programs such as CMAQ, RSTP, ATP and others. StanCOG is the Metropolitan Planning Organization (MPO) for the Stanislaus region as designated by the federal government, the Regional Transportation Planning Agency (RTPA) as designated by the State of California, and the Local Transportation Authority (LTA)
- Assist City staff in updates or preparation of the City's master plans, the capital improvement program and other planning and engineering documents; as well as provide expert advice to staff and the City Council regarding construction projects, maintenance needs and other related matters.
- Prepare plans, specifications and estimates for the City's capital improvement program.
- Provide bid administration (including bid advertisement support), construction management and inspection services to the City as needed.
- Provide project planning, feasibility, and alternatives analysis, environmental and design.
- Provide plan review and approval of all proposed development projects within the City. This shall include reviewing conditions of approval for entitlements (tentative maps, site plan, etc.) and reviewing and approving all encroachment permits, parcel maps, final maps, improvement plans, etc.
- Provide as needed, financial analysis, formation of assessment districts, special zones of benefit, impact fees and other similar financial analysis.
- Attend City Council meetings, Planning Commission meetings, technical meetings and special workshops as needed or directed.
- Answer questions; provides information to the public; recommend corrective actions; investigate, report, document and resolve complaints.
- Build and maintain respectful, positive working relationships with staff, supervisors, outside agencies and the public using principles of good customer service; provide effective conflict resolution, as needed.
- Model appropriate professional management conduct; maintain appropriate confidentiality of sensitive information; comply with and supports City policies and procedures, labor laws, and MOU provisions.
- Attend assigned meetings and training, interact with outside agencies and commissions; provides leadership for teams, or committees, as needed.
- Provide other City engineering functions as mutually agreed upon in writing.

The services described above will be provided as may be requested by the City and on an as needed basis as directed by the Community Development Director and approved by the City Manager. Services will be defined, scheduled, and authorized using Task Orders and will be billed monthly on a time and materials basis (per negotiated rate schedule). There will be no monthly retainer fee for services. The firm may periodically contract for the services of sub-consultants and/or specialty services upon written consent of the City or as required to meet state and federal funding requirements.

RATE SCHEDULE

JOB DESCRIPTION **HOURLY RATE**

Engineering:

PRINCIPAL	\$ 225.00
CIVIL ENGINEER.....	\$ 180.00
PROJECT MANAGER	\$ 165.00
DESIGNER	\$ 140.00
CADD TECHNICIAN	\$ 115.00
EXPERT WITNESS.....	\$ 300.00

Administration:

CLERICAL	\$ 65.00
ADMINISTRATIVE ASSISTANT.....	\$ 75.00

Construction Management:

CONSTRUCTION MANAGER	\$ 165.00
CONSTRUCTION INSPECTOR	\$ 130.00
QUALIFIED SWPPP DEVELOPER (QSD)	\$150.00
QUALIFIED SWPPP PRACTITIONER (QSP)	\$110.00

Surveying:

OFFICE SURVEYOR.....	\$ 180.00
ASSISTANT OFFICE SURVEYOR	\$ 140.00
ONE-MAN SURVEY CREW	\$ 200.00
TWO-MAN SURVEY CREW	\$ 300.00

Materials:

The following services are billed at our cost plus 10%

- Sub-consultant fees
- Commercial delivery services (Fed Ex, California Overnight, messenger services etc)
- Copies and blue prints of plans beyond those required by city or county for plan review. We encourage client to arrange for blue-printing and copying with an outside blueprinting company, but if our services are used, the client will be charged \$2.00 per sheet.



CITY COUNCIL AGENDA ITEM 6.1

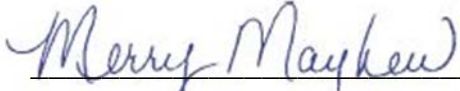
SECTION 6: NEW BUSINESS

Meeting Date: October 24, 2022

Subject: Adopt Resolution No. 2022-50, Awarding the Replacement of Backstops, Dugouts, Benches and Concrete at Lebright Fields to All Commercial Fence, Inc., the Lowest Responsible Bidder in the Not to Exceed Amount of \$268,000 with a 10% Contingency and Authorize the City Manager to Execute the Construction Contract.

Enclosures: A. Bid package
B. Bids

Presented By: Carla C. Jauregui, Community Development Director

Approved By: 
City Manager

Staff Recommendations:

1. Adopt Resolution No. 2022-50, awarding the replacement of existing backstops, dugouts, benches, and concrete at Lebright Fields at the northeast corner and at the southeast field to All Commercial Fence, Inc., in the not to exceed amount of \$268,000.00 with a 10% contingency.
2. Authorize the City Manager to execute the construction contract inclusive of any final edits by the City Attorney.

Background and Discussion:

Lebright Fields receives a high volume of use throughout the year and is an excellent recreational asset to the community, which primarily supports local recreation programs. Lebright Fields completed escrow in October 2019, becoming a deed-restricted City asset whose sole use is to provide recreation opportunities to the community. Currently, Lebright Fields is improved with six baseball diamonds and an aging concession stand and has an unimproved parking lot.

Beginning in 2021, after the start of baseball practice, staff received complaints of foul balls landing in the backyard of a residence on Fodermaier Drive, north of the

park. The resident's backyard abuts the baseball field that the Pony League used. Since that time, staff worked with Tanner Consulting to identify several options to mitigate the issue with various improvements and costs proposed. To ensure the recommended improvements would address the foul ball issue, a trajectory study was completed on Lebright Fields, specifically the northeast baseball diamond, as this is the location where the foul balls come from, according to the resident.

At the May 23, 2022 City Council meeting, staff discussed the proposed options to mitigate the number of foul balls entering into the residential neighborhood. There were six options presented. Staff recommended, and Council directed staff to proceed with a solution that encompassed two of the six options which included a taller backstop, extension panels, and setting the age group that can play at that field at 10 and below which will ensure that the number of foul balls intruding onto neighboring properties is reduced to a rare event if ever. This combination of solutions will also free up Starn Park to be used by the Major League (ages 11-12) and the Pony League (ages 13-14). Starn Park already prevents intrusion of foul balls and home run balls as the playing field is set below grade.

Staff conducted a bid request for the installation of a taller backstop, dugouts, and an additional 20 linear feet of extension panels. The dugouts, although they did not factor into the foul ball problem, are in need of replacement and it makes fiscal sense to improve them when replacing the backstop, so they have been included in the scope of the project. In addition, the southeast field backstop and dugouts are also in need of replacement and were included in the scope.

Staff received two bids:

1. All Commercial Fence, Inc. presented a bid in the amount of \$268,000.
2. Golden Bay Fence plus Ironworks, Inc. presented a bid in the amount of \$270,515.

After reviewing the bids received, it was determined that All Commercial Fence, Inc. presented the lowest responsible bid and included the specifications requested.

Fiscal Impact:

Funds for this project are available through the Parks Facility Impact Fee (Fund 453) which has a balance of approximately \$830,000. If approved, Finance staff will make a budget adjustment for Fiscal Year 2022-2023 for \$294,800 in the Parks Facility Impact Fee Fund No. 453.

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2022-50**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AWARDING THE REPLACEMENT OF EXISTING BACKSTOPS, DUGOUTS, BENCHES AND CONCRETE AT LEBRIGHT FIELDS TO ALL COMMERCIAL FENCE, INC., THE LOWEST RESPONSIBLE BIDDER, IN THE NOT TO EXCEED AMOUNT OF \$268,000 WITH A 10% CONTINGENCY AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONSTRUCTION CONTRACT

WHEREAS, at the May 23, 2022 City Council meeting Council directed staff to proceed with a solution to mitigate foul balls entering into the neighborhood north of Lebright Fields; and

WHEREAS, staff conducted a bid request for the installation of two taller backstops, additional 20 linear feet of extension panels for each, dugouts, benches and concrete; and

WHEREAS, the City received two proposals and the lowest bidder was All Commercial Fence, Inc with a bid in the amount of \$268,000; and

WHEREAS, the bid was reviewed and was determined to be the lowest responsible bid that meets the City of Hughson's request; and

WHEREAS, funding for this project is available through the Park Facility Impact Fee (Fund 453); and

WHEREAS, a 10% construction contingency is needed for the project budget;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby approve the replacement of the existing backstop, extension panels, dugouts, benches and concrete at the northeast corner of Lebright Field and at the southeast field and authorizes the awarding of the contract to All Commercial Fence, Inc., in the not to exceed amount of \$268,000 with a 10% contingency and authorizes the City Manager to execute the final construction contract.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 24th day of October 2022 by the following roll call vote:

»
»
»
»

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk