



CITY OF HUGHSON
CITY COUNCIL MEETING
HUGHSON SENIOR COMMUNITY CENTER
(YOUTUBE LIVE)
2307 4TH Street, Hughson, CA

AGENDA
MONDAY, APRIL 26, 2021 – 7:00 P.M.

SPECIAL NOTICE
Coronavirus COVID-19

MEMBERS OF THE PUBLIC MAY REMOTELY OBSERVE THE MEETING VIA YOUTUBE LIVE. THIS MEETING WILL NOT INCLUDE IN PERSON PUBLIC ATTENDANCE.

This meeting will be held in accordance with the Governor's Stay at Home Executive Order N-33-20 and will not include in person public attendance. Members of the public may observe the meeting and provide comments to the Council as described below.

How to observe/participate in the Meeting:

- You can observe the meeting via YouTube live, by accessing this link:

https://www.youtube.com/channel/UC-PwkdlrKoMmOJDzBSodu6A?view_as=subscriber

- 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>

How to submit Public Comment:

- Email will be available prior to 6:00 PM on April 26, 2021, to provide public comment for the Public Comment Period, or for a specific agenda item. Please email agose@hughson.org. Written comment will be distributed to the City Council and kept on file as part of official record of the Council meeting.
- Verbal comment will be available via telephone. If you would like to provide verbal comment, please send a request to agose@hughson.org, by 6:00 PM on April 26, 2021. Please be advised that you will need to provide a call back number, which will be used to contact you during the Council meeting.

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:

2.1: City of Hughson SB 1383 Implementation Strategy – Gilton Solid Waste.

2.2: Recognition of Hughson Accounting Manager Lisa Whiteside.

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 April 12, 2021.

3.2: Approve the Warrants Register.

3.3: Waive the Second Reading and Adopt Ordinance No. 2021-01, Amending the Development Agreement By and Between the City of

Hughson and Fitzpatrick Homes-Hughson, LLC Relating to the Development Known as Euclid North.

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS: NONE.

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager:

Deputy City Clerk:

Community Development Director:

Director of Finance and Administrative Services:

Police Services:

City Attorney:

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

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

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

9.1: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of Case: Building Industry Association of the Greater Valley vs. City of Hughson et. al, Case No. CV-21-000815, Superior Court of California, County of Stanislaus.

9.2: CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Merry Mayhew, City Manager
Employee Organization: Operating Engineers Local Union 3.

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:

April 28	<ul style="list-style-type: none"> ▪ Stanislaus County Disaster Council Meeting, Harvest Hall – 3800 Cornucopia Way, 3:00 PM
May 10	<ul style="list-style-type: none"> ▪ Joint City/School/Fire 2+2 Committee Meeting, Hughson Unified School District, 5:30 PM
May 10	<ul style="list-style-type: none"> ▪ City Council Meeting, YouTube Live Stream, 7:00 PM
May 11	<ul style="list-style-type: none"> ▪ Parks, Recreation and Entertainment Commission Meeting, YouTube Live Stream, 6:00 PM
May 18	<ul style="list-style-type: none"> ▪ Planning Commission Meeting, YouTube Live Stream, 7:00 PM Tentative

May 24	<ul style="list-style-type: none"> ▪ City Council Meeting, YouTube Live Stream, 7:00 PM
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General Information: The Hughson City Council meets in the Council Chambers on the second and fourth Mondays of each month at 7:00 p.m., unless otherwise noticed.

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

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

AFFIDAVIT OF POSTING

DATE: April 22, 2021 **TIME:** 10:00 AM
NAME: Ashton Gose **TITLE:** Deputy City Clerk

April 2, 2021

Merry Mayhew
City Manager
P.O. Box 9
Hughson, CA 95326

Dear Merry,

I would like to inform you that I will be retiring effective April 30, 2021.

It is with a heavy heart that I submit my retirement letter. I have truly enjoyed working for the City of Hughson, and I sincerely appreciate the support provided to me during my 37 years as part of the City. I am proud to have spent the greater portion of my adult life working for the City, which has allowed me to interact with all facets of the operations, outreach to the community, and interaction at community events. I have had so many wonderful memories, but it is time for me to explore my next chapter.

I am excited about my retirement but wanted to take this opportunity to thank my current and past coworkers, the citizens, the greater Hughson community, and the City Council for all the opportunities I have been afforded. As you know, my employment at the City of Hughson has been a large part of my family and work life and I will miss all of you in the future. I have been proud to be a small part of making Hughson a great place to live over the last 37 years!

While I look forward to enjoying my retirement, I also look forward to continuing to support Hughson in other ways. I trust that the friendships I have developed, will continue to last into the future.

Sincerely,



Lisa Whiteside
Finance Manager



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

Meeting Date: April 26, 2021
Subject: Approval of the City Council Minutes
Presented By: Ashton Gose, Deputy City Clerk

Approved By: Merry Mayhew

Staff Recommendation:

Approve the Minutes of the Regular Meeting of April 12, 2021.

Background and Overview:

The draft minutes of the April 12, 2021 meeting are prepared for the Council's review.



CITY OF HUGHSON
CITY COUNCIL MEETING
SENIOR COMMUNITY CENTER
(YOUTUBE LIVE STREAM)
2307 4TH STREET, HUGHSON, CA

MINUTES
MONDAY, APRIL 12, 2021 – 7:00 P.M.

SPECIAL NOTICE
Coronavirus COVID-19

THIS MEETING WAS HELD REMOTELY WITHOUT IN PERSON PUBLIC ATTENDANCE IN ACCORDANCE WITH THE GOVERNOR’S STAY AT HOME EXECUTIVE ORDER N-33-20.

CALL TO ORDER: Mayor Carr

ROLL CALL:

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

Staff Present: Merry Mayhew, City Manager
Ashton Gose, Deputy City Clerk
Daniel Schroeder, City Attorney
Anna Nicholas, Director of Finance and Admin Services
Rachel Wyse, Community Development Director
Jose Vasquez, Public Works Superintendent
Jaime Velazquez, Utilities Superintendent
Fidel Landeros, Chief of Police
Alexis Rice-Peltier, Customer Service Clerk

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

NONE.

2. PRESENTATIONS:

2.1: Proclaim April 18-24, 2021 as Administrative Professionals Week.

Mayor Carr proclaimed April 18-24 as Administrative Professionals Week and presented Customer Service Clerk Rice-Peltier with a proclamation.

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 March 22, 2021.

Councilmember Bawanani requested that agenda item 3.2 be pulled from the Consent Calendar for special consideration.

HILL/BUCK 5-0-0-0 motion passes to approve the Consent Calendar excluding agenda item 3.2, with the following roll call vote:

BAWANANI	HILL	RUSH	CARR	BUCK
AYE	AYE	AYE	AYE	AYE

3.2: Approve the Warrants Register.

BAWANANI/BUCK 5-0-0-0 motion passes to approve agenda item 3.2, with the following roll call vote:

BAWANANI	HILL	RUSH	CARR	BUCK
AYE	AYE	AYE	AYE	AYE

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

5.1: Adopt Uncodified Ordinance No. 2021-01, Amending the Development Agreement by and between the City of Hughson and Fitzpatrick Homes-Hughson, LLC relating to the Development known as Euclid North.

Director Wyse presented the staff report on this item.

Mayor Carr opened the Public Hearing at 7:20 PM.

Denis Fitzpatrick of Fitzpatrick Homes provided comments on the item.

Mayor Carr closed the Public Hearing at 7:26 PM.

CARR/HILL 5-0-0-0 motion passes to adopt uncodified Ordinance No. 2021-01, Amending the Development Agreement by and between the City of Hughson and Fitzpatrick Homes-Hughson, LLC relating to the Development known as Euclid North, and waive the second reading of the ordinance, with the following roll call vote:

BAWANAN	HILL	RUSH	CARR	BUCK
AYE	AYE	AYE	AYE	AYE

6. NEW BUSINESS:

- 6.1:** Conduct Interviews of Applicants, Hold Nominations and Appoint One Applicant to the Parks, Recreation and Entertainment Commission.

CARR/BUCK 5-0-0-0 motion passes to appoint Alina Combs to the Parks, Recreation and Entertainment Commission for a term expiring December 2022, with the following roll call vote:

BAWANAN	HILL	RUSH	CARR	BUCK
AYE	AYE	AYE	AYE	AYE

7. CORRESPONDENCE:

- 7.1:** San Joaquin Valley Air Pollution Control District Annual Air Toxics Report for 2020.

No action.

8. COMMENTS:

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

City Manager:

City Manager Mayhew expressed appreciation of the City's administrative professional staff. She informed the City Council of a COVID-19 vaccine clinic that was held on April 12, 2021 at the Hughson Community Senior Center. She also informed the Council of a Community Blood Drive being held at the Hughson Community Senior Center on April 22, 2021.

Deputy City Clerk:

Deputy City Clerk Gose provided a reminder to Councilmember Rush and Councilmember Buck regarding a Stanislaus County Local Task Force on Solid Waste Management meeting being held on April 14, 2021.

Community Development Director:

Director Wyse provided an update regarding the CDBG project known as Walker Avenue. She also expressed appreciation for the City's administrative professional staff.

Director of Finance and Admin Services:

Director Nicholas expressed appreciation for the City's administrative professional staff.

Police Services:

Chief Landeros expressed appreciation for Hughson Police Services, the City's administrative professional staff. He also provided the City Council with the latest Crime Statistic Report.

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

Councilmember Bawan expressed appreciation for the City's administrative professional staff, as well as the Public Works and Utilities staff. He also expressed appreciation for Hughson Police Services.

Councilmember Rush expressed his desire to hold meetings that include in person public attendance.

Councilmember Buck attended a West Turlock Subbasin GSA meeting on April 8, 2021. He expressed appreciation for the City's Public Works and Utilities staff. He also expressed appreciation for Hughson Police Services.

Mayor Pro Tem Hill expressed appreciation for the City's administrative professional staff, as well as the Public Works and Utilities staff. He also expressed appreciation for Hughson Police Services.

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

Mayor Carr expressed appreciation for the City's administrative professional staff, as well as the Public Works and Utilities staff. He also expressed appreciation for Hughson Police Services. He also urged the Hughson community as well as the City Council to remain diligent and continue to wear masks throughout the next couple months.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:**9.1: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)**

Name of Case: Building Industry Association of the Greater Valley vs. City of Hughson et. al, Case No. CV-21-000815, Superior Court of California, County of Stanislaus.

9.2: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Name of case: In the Matter of the Appeal of the Membership

Determination of: Linda Abid-Cummings, OAH Case No 2020090772, Office of Administrative Hearings.

9.3: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Name of case: In the Matter of the Appeal of the Membership

Determination of: Margaret M. Souza, OAH Case No 2020090931, Office of Administrative Hearings.

9.4: CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Merry Mayhew, City Manager

Employee Organization: Operating Engineers Local Union 3.

All of the Councilmembers were present.

No reportable action on agenda item number 9.1 and 9.4.

By unanimous vote of the Councilmembers present, the Council has approved retaining the Law Office of Scott Kivel to represent it in both matters (agenda item number 9.2 and 9.3) and authorized the City Manager to execute the engagement letters and waivers.

ADJOURNMENT:

HILL/BAWANAN 5-0-0-0 motion passes to adjourn the regular meeting of April 12, 2021 at 8:53 PM with the following roll call vote:

BAWANAN	HILL	RUSH	CARR	BUCK
AYE	AYE	AYE	AYE	AYE

APPROVED:

GEORGE CARR, Mayor

ATTEST:

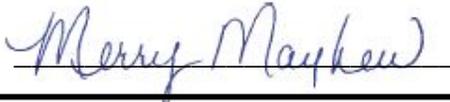
ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: April 26, 2021
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Anna Nicholas, Director of Finance

Approved By: 

Staff Recommendation:

Approve the Warrants Register as presented.

Background and Overview:

The warrants register presented to the City Council is a listing of all expenditures paid from April 9, 2021 through April 21, 2021.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

Check Report

By Check Number

Date Range: 04/06/2021 - 04/21/2021

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						
01144	TROPHY WORKS	04/09/2021	Regular	0.00	156.42	53884
907984	Invoice	04/06/2021	Employee Recognition Item	0.00	156.42	
00104	AYERA TECHNOLOGIES INC.	04/13/2021	Regular	0.00	84.00	53885
270930	Invoice	04/01/2021	Blanket PO	0.00	84.00	
00284	CHARTER COMMUNICATION	04/13/2021	Regular	0.00	224.07	53886
0013555040121	Invoice	04/01/2021	IP ADDRESS- PINE ST	0.00	224.07	
00305	CITY OF HUGHSON	04/13/2021	Regular	0.00	2,548.63	53887
INV0004984	Invoice	04/01/2021	LLDS & STARN PARK	0.00	2,548.63	
01601	Colantuono, Highsmith & Whatley, PC	04/13/2021	Regular	0.00	6,352.50	53888
47033	Invoice	04/06/2021	Professional Services	0.00	6,352.50	
00463	EXPRESS PERSONNEL SERVICE	04/13/2021	Regular	0.00	1,702.40	53889
25229536	Invoice	03/31/2021	Extra Help- PW	0.00	1,702.40	
01602	Foster Bros. Security System Inc	04/13/2021	Regular	0.00	43,802.07	53890
326247	Invoice	03/30/2021	Metal Doors & Low Energy Operators- City B...	0.00	43,802.07	
01539	Gateway Pacific Contractors, Inc.	04/13/2021	Regular	0.00	29,162.50	53891
INV0004983	Invoice	02/15/2021	Well 7 Replacement Phase IV (Retention 1)	0.00	29,162.50	
01539	Gateway Pacific Contractors, Inc.	04/13/2021	Regular	0.00	554,087.50	53892
INV0004982	Invoice	02/15/2021	Well 7 Replacement Phase IV Payment 1	0.00	554,087.50	
00528	GILTON SOLID WASTE MANAGE	04/13/2021	Regular	0.00	45,463.05	53893
INV0004967	Invoice	03/31/2021	GARBAGE SERVICE- MARCH	0.00	45,463.05	
00594	HINDERLITER, dELLAMAS &	04/13/2021	Regular	0.00	829.16	53894
SIN007355	Invoice	03/22/2021	Contract Services- Sales Tax 3rd Qtr	0.00	829.16	
00627	HUGHSON NAPA AUTO & TRUCK	04/13/2021	Regular	0.00	222.53	53895
306528	Invoice	03/15/2021	BLANKET P.O. NAPA AUTO PARTS	0.00	9.70	
306529	Invoice	03/15/2021	BLANKET P.O. NAPA AUTO PARTS	0.00	2.63	
307117	Invoice	03/22/2021	Blanket PO Fleet maintenance	0.00	142.45	
307204	Invoice	03/23/2021	BLANKET P.O. NAPA AUTO PARTS	0.00	30.58	
307284	Invoice	03/24/2021	BLANKET P.O. NAPA AUTO PARTS	0.00	9.68	
307473	Invoice	03/26/2021	BLANKET P.O. NAPA AUTO PARTS	0.00	7.00	
307528	Invoice	03/26/2021	BLANKET P.O. NAPA AUTO PARTS	0.00	20.49	
00623	HUGHSON TIRE	04/13/2021	Regular	0.00	2,250.00	53896
INV0004974	Invoice	04/07/2021	tires for Trailer and kubota Tractor	0.00	2,250.00	
00611	Mid Valley Publications	04/13/2021	Regular	0.00	185.22	53897
115055	Invoice	04/01/2021	Legal #8509 Public Hearing Notice for DA Ext...	0.00	185.22	
00837	NORTHSTAR CHEMICAL	04/13/2021	Regular	0.00	517.80	53898
190132	Invoice	03/31/2021	Blanket PO	0.00	517.80	
00855	OPERATING ENGINEERS LOCAL	04/13/2021	Regular	0.00	312.00	53899
INV0004968	Invoice	04/01/2021	LOCAL UNION DUES #3	0.00	312.00	
00901	PREFERRED ALLIANCE, INC.	04/13/2021	Regular	0.00	78.54	53900
0165659-IN	Invoice	03/31/2021	OFF-SITE PARTICIPANT	0.00	78.54	
01493	Salonen Electrical Inc dba Technical Electrical	04/13/2021	Regular	0.00	7,244.27	53901

Check Report

Date Range: 04/06/2021 - 04/21/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2688	Invoice	03/31/2021	Replacement part for Well	0.00	7,244.27	
01040	STANISLAUS COUNTY SHERIFF	04/13/2021	Regular	0.00	120,270.80	53902
2021-HPS08	Invoice	03/26/2021	LAW ENFORCEMENT SERVICES- FEB	0.00	120,270.80	
01434	State of California Department of Justice	04/13/2021	Regular	0.00	32.00	53903
503355	Invoice	04/05/2021	Fingerprints- Temp Gonzalez	0.00	32.00	
01069	STEELEY, JARED WATER & WA	04/13/2021	Regular	0.00	2,973.50	53904
8960	Invoice	04/07/2021	service	0.00	2,973.50	
01090	SUTTER HEALTH PLUS	04/13/2021	Regular	0.00	16,905.91	53905
1569679	Invoice	04/01/2021	MEDICAL INSURANCE- MAY	0.00	16,905.91	
01176	USA BLUE BOOK	04/13/2021	Regular	0.00	34.01	53906
532007	Invoice	04/07/2021	tubing	0.00	34.01	
01582	Vortex Industries Inc.	04/13/2021	Regular	0.00	14,905.20	53907
41-1472573	Invoice	02/15/2021	Sliding doors at Senior Center (remaining bal)	0.00	14,905.20	
01206	WARDEN'S OFFICE	04/13/2021	Regular	0.00	504.26	53908
2052527-0	Invoice	04/05/2021	MISC OFFICE SUPPLIES	0.00	40.15	
2052670-0	Invoice	04/07/2021	MISC OFFICE SUPPLIES	0.00	456.82	
2052687-0	Invoice	04/07/2021	Filing Supplies	0.00	20.76	
2052805-0	Invoice	04/08/2021	MISC OFFICE SUPPLIES	0.00	15.48	
C2051750-0	Credit Memo	03/30/2021	MISC OFFICE SUPPLIES	0.00	-28.95	
00886	PIZZA FACTORY	04/19/2021	Regular	0.00	155.00	53909
INV0005005	Invoice	04/19/2021	Admin Professional Luncheon	0.00	155.00	
01144	TROPHY WORKS	04/19/2021	Regular	0.00	16.18	53910
908028	Invoice	04/13/2021	Name Plate- Mayor Pro Tem	0.00	16.18	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	04/20/2021	Regular	0.00	40.12	53911
INV0004994	Invoice	04/16/2021	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	40.12	
00016	ABS PRESORT	04/21/2021	Regular	0.00	1,131.92	53912
126696	Invoice	04/09/2021	BILL PRINTING- APRIL	0.00	1,131.92	
01603	Amazon Capital Services, Inc.	04/21/2021	Regular	0.00	24.34	53913
1XFM-WCMJ-3FMK	Invoice	04/13/2021	Office Supplies	0.00	24.34	
00094	AT&T MOBILITY	04/21/2021	Regular	0.00	375.46	53914
287303621604X0...	Invoice	04/02/2021	PHONES	0.00	375.46	
00109	BADGER METER, INC	04/21/2021	Regular	0.00	124.86	53915
80070078	Invoice	04/16/2021	badger	0.00	124.86	
00183	C.H. WILLIAMS & SONS INC.	04/21/2021	Regular	0.00	120.00	53916
160490	Invoice	04/16/2021	oxygen and acetylene tank rental	0.00	120.00	
00258	CENTRAL SANITARY SUPPLY	04/21/2021	Regular	0.00	2,696.93	53917
1151585	Invoice	04/16/2021	cleaning supplies	0.00	2,696.93	
00284	CHARTER COMMUNICATION	04/21/2021	Regular	0.00	92.75	53918
0054047041021	Invoice	04/20/2021	IP ADDRESS- 1ST	0.00	92.75	
00310	CLARK'S PEST CONTROL	04/21/2021	Regular	0.00	175.00	53919
27983933	Invoice	04/14/2021	PEST CONTROL	0.00	110.00	
27997803	Invoice	04/14/2021	PEST CONTROL	0.00	65.00	
00332	CONDOR EARTH TECHNOLOGIES	04/21/2021	Regular	0.00	2,775.00	53920
84474	Invoice	03/31/2021	Blanket PO	0.00	2,775.00	
01570	CSG Consultants	04/21/2021	Regular	0.00	4,705.00	53921
35660	Invoice	03/12/2021	Contract Services Planning/Building	0.00	4,705.00	

Check Report

Date Range: 04/06/2021 - 04/21/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00368	CSU STANISLAUS	04/21/2021	Regular	0.00	25.00	53922
18-0331	Invoice	04/05/2021	Live Finger Scan- Temp Gonzalez	0.00	25.00	
00462	EWING IRRIGATION PRODUCTS	04/21/2021	Regular	0.00	761.38	53923
13911607	Invoice	04/16/2021	ground cover and herbicide for Ild's	0.00	761.38	
00463	EXPRESS PERSONNEL SERVICE	04/21/2021	Regular	0.00	3,064.32	53924
24258584	Invoice	04/07/2021	Extra Help- PW	0.00	1,532.16	
25293919	Invoice	04/14/2021	Extra Help- PW	0.00	1,532.16	
00474	FERGUSON ENTERPRISES,INC	04/21/2021	Regular	0.00	52.97	53925
9122424 , 9119775	Invoice	04/16/2021	pvc fittings for starn park pump	0.00	52.97	
01254	HUGHSON AUTOMOTIVE	04/21/2021	Regular	0.00	517.19	53926
3832	Invoice	04/16/2021	rotors and brakes on ut1	0.00	517.19	
01583	Hunts & Sons, Inc.	04/21/2021	Regular	0.00	1,263.29	53927
768765	Invoice	02/25/2021	BLANKET P.O. W.H. BREASHERS (fuel)	0.00	1,263.29	
01596	JHC LLC	04/21/2021	Regular	0.00	680.00	53928
2021-0300	Invoice	04/16/2021	Assistance with Recycling Program	0.00	680.00	
01459	Merry Mayhew	04/21/2021	Regular	0.00	162.00	53929
INV0005006	Invoice	04/14/2021	Webex Video Conference Subscription	0.00	162.00	
01435	North Valley Labor Compliance Services	04/21/2021	Regular	0.00	637.50	53930
4700	Invoice	04/01/2021	Well 7 Phase II	0.00	637.50	
00837	NORTHSTAR CHEMICAL	04/21/2021	Regular	0.00	1,598.47	53931
189017	Invoice	04/16/2021	cl2	0.00	1,452.50	
189017cont	Invoice	02/17/2021	Blanket PO	0.00	145.97	
00972	SAFE-T-LITE	04/21/2021	Regular	0.00	174.76	53932
373706	Invoice	04/16/2021	street signs (hughson ave and third st)	0.00	174.76	
00978	SAN JOAQUIN VALLEY	04/21/2021	Regular	0.00	3,006.00	53933
INV0005020	Invoice	04/16/2021	fees	0.00	501.00	
N145081	Invoice	04/16/2021	fees	0.00	501.00	
n145127	Invoice	04/16/2021	fees	0.00	501.00	
n145128	Invoice	04/16/2021	fees	0.00	501.00	
N145159	Invoice	04/16/2021	fees	0.00	501.00	
N145181	Invoice	04/16/2021	fees	0.00	501.00	
01009	SHRED-IT USA LLC	04/21/2021	Regular	0.00	173.33	53934
8181791370	Invoice	04/07/2021	Shredding	0.00	173.33	
01034	STANISLAUS COUNTY DEPT	04/21/2021	Regular	0.00	401.00	53935
in0017439	Invoice	04/16/2021	stanislaus county Dept. of enviromental res...	0.00	401.00	
01093	SYNAGRO WEST, LLC	04/21/2021	Regular	0.00	4,103.97	53936
21050	Invoice	03/31/2021	Blanket PO	0.00	4,103.97	
01152	TYLER TECHNOLOGIES	04/21/2021	Regular	0.00	100.00	53937
025-331100	Invoice	04/16/2021	Birds Eye View of Financials Training	0.00	100.00	
01169	UNUM LIFE INSURANCE CO.	04/21/2021	Regular	0.00	326.25	53938
INV0005007	Invoice	05/01/2021	LIFE INSURANCE WITHHOLDING	0.00	326.25	
01176	USA BLUE BOOK	04/21/2021	Regular	0.00	251.07	53939
547960	Invoice	04/16/2021	cooler	0.00	64.21	
548131	Invoice	04/16/2021	lab cooler	0.00	78.33	
554799	Invoice	04/16/2021	lock	0.00	108.53	
01206	WARDEN'S OFFICE	04/21/2021	Regular	0.00	18.49	53940
2052994-0	Invoice	04/12/2021	Journal Entry Binders	0.00	18.49	

Check Report

Date Range: 04/06/2021 - 04/21/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01225	WILLDAN ENGINEERING	04/21/2021	Regular	0.00	9,333.05	53941
334236	Invoice	03/19/2021	ENGINEERING SERVICES	0.00	851.56	
334239	Invoice	03/19/2021	Walker Appartment	0.00	960.00	
334250	Invoice	03/19/2021	Euclid North Subdivision	0.00	3,546.50	
334251	Invoice	03/19/2021	Walker Ln CDBG Sidewalk Project	0.00	3,974.99	
01249	WORLD OIL ENVIRONMENTAL SERVICES	04/21/2021	Regular	0.00	160.00	53942
1500-00693072	Invoice	04/16/2021	oil recycling	0.00	160.00	

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	82	59	0.00	890,090.94
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	82	59	0.00	890,090.94

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	82	59	0.00	890,090.94
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	82	59	0.00	890,090.94

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	4/2021	890,090.94
			890,090.94



CITY COUNCIL AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: April 26, 2021
Subject: Waive the Second Reading and Adopt Ordinance No. 2021-01, Amending the Development Agreement By and Between the City of Hughson and Fitzpatrick Homes-Hughson, LLC Relating to the Development Known as Euclid North
Enclosure: - Amendment No. 2-2021
Presented By: Ashton Gose, Deputy City Clerk
Approved By: Merry Mayhew

Staff Recommendation:

Waive the second reading and adopt Ordinance No. 2021-01, Amending the Development Agreement By and Between the City of Hughson and Fitzpatrick Homes-Hughson, LLC Relating to the Development Known as Euclid North.

Background and Overview:

On January 8, 2007, the Hughson City Council adopted Ordinance No. 2006-14 approving a Development Agreement between the City and Fitzpatrick Homes-Hughson, LLC. relating to development known as Euclid North. On November 13, 2017, for the purpose of extending the map set to expire in January 2018, the Hughson City Council adopted Ordinance No. 17-08 approving Amendment #1 to the Development Agreement which extended the map by 48 months to January 16, 2022, raised Development Impact Fees to the rate in effect at the time of development, and added three conditions requiring formation of a Community Facilities District, as well as, provisions for installation of a water meter radio tower and Police Observation Device security camera.

Discussion:

In February 2021, Fitzpatrick Homes contacted City staff to request a second extension to the adopted Development Agreement, to account for changes in the development timeline of Euclid North. Specifically, the infrastructure for Euclid North was dependent on the development of Euclid South which bridged the distance between City water and sewer service and Euclid North. Homes within Euclid South are under construction as is the infrastructure for Euclid North.

As part of the amendment, Fitzpatrick Homes has agreed to update the City's street fee from \$1,505 to \$4,101. The fee (\$1,505) in Amendment No. 1 was not accurate and this extension presents the opportunity to correct the error. The purpose of the Development Agreement extension is to preserve the life of the approved map and associated entitlements of the project.

Following a presentation to the Planning Commission on March 23, 2021, the Commission voted unanimously to recommend that the City Council adopt Ordinance No. 2021-01.

This item is to seek City Council approval to waive the second reading, and adopt Ordinance No. 2021-01, which amends the Euclid North Development Agreement as follows:

1. Extends Development Agreement term for 24-months to January 16, 2024.
2. Changes the Street Fee from \$1,505 to \$4,101.

On April 12, 2021, a public hearing for this item was opened, and the City Council unanimously voted to waive the reading and approve an amendment to the Development Agreement by and between the City of Hughson and Fitzpatrick Homes-Hughson, LLC relating to the development known as Euclid North.

This ordinance shall become effective thirty (30) days after its final passage.

Fiscal Impact:

The development extension and street fee increase will result in an additional \$2,596 per residence, a total of \$129,800 for the 50 residences anticipated. In addition, the Agreement allows the City the ability to adjust fees by 3% a year.

**CITY OF HUGHSON
CITY COUNCIL
ORDINANCE NO. 2021-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUGHSON
AMENDING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF HUGHSON AND FITZPATRICK HOMES-HUGHSON, LLC RELATING
TO THE DEVELOPMENT KNOWN AS EUCLID NORTH**

WHEREAS, pursuant to Hughson Ordinance No. 90-59, the City of Hughson (“City”) may enter into, or amend a Development Agreement with the owner and/or developer of real property within the City; and

WHEREAS, on January 8, 2007 the Hughson City Council adopted Ordinance No. 06-14 approving a Development Agreement between the City and Fitzpatrick Homes-Hughson, LLC. for the development of certain real property within the City (hereinafter called “Development Agreement”); and

WHEREAS, on November 13, 2017, the Hughson City Council adopted Ordinance No. 2017-08, approving Amendment #1 to the Development Agreement; and

WHEREAS, Fitzpatrick Homes has requested an additional extension to the term of the Development Agreement; and

WHEREAS, the City and Developer are entering into this Amendment #2 to the Development Agreement to memorialize the terms affecting the remainder of the Project.

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

Section 1. Part II, Section 1.D. is hereby amended to read as follows:

“D. Term. The term of this Agreement shall commence upon the Effective Date and shall extend until January 16, 2024~~2~~ or until one (1) year after “Project Buildout” as hereinafter defined, whichever is earlier, unless said term is otherwise modified by circumstances set forth in this Agreement or by the mutual consent of the parties hereto. For purposes of this Agreement, “Project Buildout” shall mean the date on which a Certificate of Occupancy (or comparable instrument) is issued for the last project improvement or residential home or other structure to be constructed in the Project. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect, except as may be specified otherwise herein.”

Section 2. Part II, Section 3.E. is hereby amended to read in full as follows:

“E. Fees. Fees to be paid by Developer shall be as specified in this section. Developer shall also pay fees expressly specified in this Agreement or the Project Approval, such as, but not limited to, those specified in Section 5.C.ii, or 3.F., of this Agreement. No reimbursements or credits other than those specified herein, if any, are or shall be due to Developer. Notwithstanding the preceding sentence, any fee credit resulting from additional sewer fees to fund the waste water treatment plant expansion established by the City after adoption of that certain “Advance Funding Agreement for the Hughson Waste Water Treatment Plant Agreement”, entered into by and between Developer and the City, shall be applied to the Sewer Fee for the benefit of Developer if such a credit is applicable. All fees specified below shall be collected at the time of building permit issuance.

Fee Schedule	Per Unit
Public Facility Fee	\$3,050
Storm Drain Fee	\$2,814
Sewer Fee	\$13,755
Water Fee	\$3,808
Construction Water Fee	\$155
Street Fee	\$1,505 4,101
Park Development Fee	\$2,667
Park In-Lieu Fee	\$1,991
Community Enhancement Fee	\$1,008
Miscellaneous Fee	\$42

Notwithstanding the preceding portion of this Section II.3.E., the parties agree as follows:

- (i) The fees shown in the table above may be increased at three (3%) percent per year, or by the percentage increase in the Engineering News Record Construction Cost Index, at the discretion of the City Manager of City, for the period of time from recordation of this Amendment, to the time of payment of such fees; and
- (ii) Community Enhancement Fee. Developer shall pay, at the time of issuance of building permits per lot for each lot for which a building permit is issued, a community enhancement fee as identified in the table above. Such funds shall be used by City for any project which will, in City’s sole discretion, enhance the quality of life for residents of the City, and/or ameliorate the negative effect on older areas of the City caused by the economic pressure generated by new

development, including but not limited to, public art, maintenance, repair or upgrading of public facilities, recreation, parks, or historical preservation. City and Developer, its successors and assigns, agree that notwithstanding any other provision of law, the imposition and accounting for these funds shall not be subject to the requirements of the Mitigation Fee Act (Government Code Sections 66000-66025).”

Section 3. All other terms and conditions of the Development Agreement, as amended, are unmodified and remain in full force and effect.

Section 4. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 5. If any provision of this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The city council hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portion thereof.

Section 6. This ordinance shall become effective thirty (30) days after its final passage.

Section 7. Within fifteen (15) days after its final passage, the City Clerk shall cause this ordinance to be posted in full accordance with Section 36933 of the Government Code.

The foregoing ordinance was introduced, and the title thereof read at the regular meeting of the City Council of the City of Hughson held on April 12, 2021, and by a unanimous vote of the council members present, further reading was waived.

On motion of councilperson _____, seconded by councilperson _____, the second reading of the foregoing ordinance was waived, and this ordinance was duly passed by the City Council of the Hughson City Council at a regular meeting thereof held on April 26, 2021, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

RECORDING REQUESTED BY:

CITY MANAGER
CITY OF HUGHSON

AND WHEN RECORDED MAIL TO:

CITY MANAGER
CITY OF HUGHSON
P. O. BOX 9
HUGHSON, CA 95326

**AMENDMENT #2 TO THE
DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF HUGHSON AND FITZPATRICK HOMES-HUGHSON, LLC
RELATING TO THE DEVELOPMENT KNOWN AS
EUCLID NORTH**

**AMENDMENT #2 TO THE
DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF HUGHSON AND FITZPATRICK HOMES-HUGHSON, LLC RELATING TO
THE DEVELOPMENT KNOWN AS EUCLID NORTH**

THIS AMENDMENT #2 TO THE DEVELOPMENT AGREEMENT (hereinafter this "Amendment #2") is entered into this 26 day of April, 2021, by and between the CITY OF HUGHSON, a municipal corporation organized and existing under the laws of the State of California (hereinafter the "City") and FITZPATRICK HOMES-HUGHSON, LLC, landowners of the Project Site, and hereinafter Called the "Developer". This Amendment #2 is made pursuant to the authority of Section 65864 et seq. of the Government Code of the State of California and amends the terms of the Development Agreement entered into on January 8, 2007 (the "Development Agreement"), and amended October 23, 2017 (the "Amendment #1"). Developer and City are, from time to time, hereinafter referred to individually as a "party" and collectively as the "parties."

**I.
RECITALS**

A. The City and signatories to the above named Development Agreement and Amendment #1 desire to extend the term of the Development Agreement and amend the *Street* fees found in Part II, Section 3.E.

B. The City and Developer are entering into this Amendment #2 to memorialize the terms affecting the remainder of the Project.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties hereto agree as follows:

**II.
AGREEMENT**

1. Part II, Section 1.D., is hereby amended to read as follows:

"D. Term. The term of this Agreement shall commence upon the Effective Date and shall extend until January 16, 2024~~2~~ or until one (1) year after "Project Buildout" as hereinafter defined, whichever is earlier, unless said term is otherwise modified by circumstances set forth in this Agreement or by the mutual consent of the parties hereto. For purposes of this Agreement, "Project Buildout" shall mean the date on which a Certificate of Occupancy (or comparable instrument) is issued for the last project improvement or residential home or other structure to be constructed in the Project. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect, except as may be specified otherwise herein."

2. Part II, Section 3.E, is hereby amended to read in full as follows:

“E. Fees. Fees to be paid by Developer shall be as specified in this section. Developer shall also pay fees expressly specified in this Agreement or the Project Approval, such as, but not limited to, those specified in Section 5.C.ii, or 3.F., of this Agreement. No reimbursements or credits other than those specified herein, if any, are or shall be due to Developer. Notwithstanding the preceding sentence, any fee credit resulting from additional sewer fees to fund the waste water treatment plant expansion established by the City after adoption of that certain “Advance Funding Agreement for the Hughson Waste Water Treatment Plant Agreement”, entered into by and between Developer and the City, shall be applied to the Sewer Fee for the benefit of Developer if such a credit is applicable. All fees specified below shall be collected at the time of building permit issuance.

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Street Fee	\$1,505 4,101
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Community Enhancement Fee	\$1,008
Miscellaneous Fee	\$42

Notwithstanding the preceding portion of this Section II.3.E., the parties agree as follows:

- (i) The fees shown in the table above may be increased at three (3%) percent per year, or by the percentage increase in the Engineering News Record Construction Cost Index, at the discretion of the City Manager of City, for the period of time from recordation of this Amendment, to the time of payment of such fees; and
- (ii) Community Enhancement Fee. Developer shall pay, at the time of issuance of building permits per lot for each lot for which a building permit is issued, a community enhancement fee as identified in the table above. Such funds shall be used by City for any project which will, in City’s sole discretion, enhance the quality of life for residents of the City, and/or ameliorate the negative effect on older areas of the City caused by the economic pressure generated by new development, including but not limited to, public art, maintenance, repair or upgrading of public facilities, recreation, parks, or historical preservation. City and Developer, its successors and assigns, agree that notwithstanding any other provision of law, the imposition and accounting for these funds shall not be subject to the requirements of the Mitigation Fee Act (Government Code Sections 66000-66025).”

3. Except as modified by Amendment #1 and this Amendment #2, the Development Agreement shall remain unchanged and is in full force and effect.

4. This Amendment may be executed in any number of counterparts with the same effect as if the parties had all signed the same document, and which together shall constitute one and the same instrument.

5. Facsimile, electronically scanned, and photocopied signatures shall be as valid as original signatures only for purposes of demonstrating execution of the Amendment until such time as originally executed documents can be circulated. Said originally executed documents shall be binding and shall constitute evidence of the execution of this Amendment for all purposes.

IN WITNESS WHEREOF, the parties have hereunder set their hand the day and year first written above.

**CITY OF HUGHSON, a California
municipal corporation**

**FITZPATRICK HOMES-HUGHSON,
LLC, a California limited liability
company**

By: _____
GEORGE CARR
Mayor of City of Hughson

By: 
DENNIS FITZPATRICK
Managing Member

Dated: _____

Dated: 4-19-21

ATTEST:

Ashton Gose
Deputy City Clerk, City of Hughson

APPROVED AS TO FORM:

Daniel J. Schroeder
City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

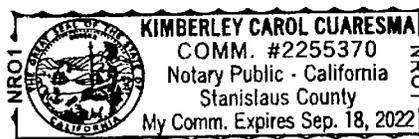
STATE OF CALIFORNIA)
)
COUNTY OF Stanislaus)

On April 14, 2021, before me, Kimberley Carol Cuaresma ^{Notary Public} personally appeared Dennis Fitzpatrick, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kimberley Carol Cuaresma



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.