



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

**AGENDA
MONDAY, JULY 11, 2022 – 6:00 P.M.**

How to participate in, or observe the Meeting:

- In person in the City Council Chambers and submit public comment when invited during the meeting.
- Interactively, via WebEx Videoconference, by accessing this link:

<https://cityofhughson.my.webex.com/cityofhughson.my/j.php?MTID=m1e79750a8849464310fbda92bdb6452b>

Meeting Number: 2552 913 6772

Password: KYhiAVJN732

(59442856 from phones and video systems)

- Observe only via YouTube live, by accessing this link:

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

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

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

<http://hughson.org/our-government/city-council/#council-agenda>

CALL TO ORDER: Mayor George Carr

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

FLAG SALUTE: Mayor George Carr

INVOCATION: Hughson Ministerial Association

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

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

2. PRESENTATIONS:

2.1: Proclaim August 2, 2022 as National Night Out.

2.2: Recognition of Ashton Gose for 5 Years of Service.

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 June 27, 2022.

3.2: Approve the Warrants Register.

3.3: Adopt Resolution No. 2022-32, Making the Required AB 361 Findings for the use of Teleconference Meetings for the Period July 14, 2022 – August 13, 2022.

- 3.4:** Adopt Resolution No. 2022-33, Approving the Professional Services Agreement with Condor Earth Technologies, Inc., for MS4 Trash Provision Requirement Support.

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS:

- 6.1:** Presentation and Discussion of Golf Carts and Low-Speed Electric Vehicles.
- 6.2:** Adopt Resolution No. 2022-34, Approving the Master Property Tax Revenue Agreement between Stanislaus County and the City of Hughson.

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager:

Deputy City Clerk:

Acting 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 LABOR NEGOTIATORS
Agency designated representative: Mayor George Carr
Unrepresented employee: City Manager

- 9.2: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One (1) case

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:

July 12	<ul style="list-style-type: none"> ▪ Parks, Recreation and Entertainment Commission Meeting, City Council Chambers, 6:00 PM <i>Cancelled</i>
July 18	<ul style="list-style-type: none"> ▪ Open of Candidate Nomination Period – Gubernatorial General Election – Tuesday, November 8, 2022, 8:00 AM
July 19	<ul style="list-style-type: none"> ▪ Planning Commission Meeting, City Council Chambers, 6:00 PM
July 25	<ul style="list-style-type: none"> ▪ Economic and Development Committee Meeting, Hughson City Hall, 4:30 PM
July 25	<ul style="list-style-type: none"> ▪ City Council Meeting, City Council Chambers/WebEx Videoconference/YouTube Live Stream, 6:00 PM
August 2	<ul style="list-style-type: none"> ▪ National Night Out, City Wide Event
August 3	<ul style="list-style-type: none"> ▪ City/Fire 2+2 Committee Meeting, Hughson Fire Station, 5:30 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: July 8, 2022 **TIME:** 3:00 PM
NAME: Ashton Gose **TITLE:** Deputy City Clerk



*Proclamation
National Night Out
August 2, 2022*

WHEREAS, the National Association of Town Watch (NATW) sponsors a national community-building campaign on Tuesday, August 2, 2022 entitled “National Night Out”; and

WHEREAS, the National Night Out campaign provides an opportunity for neighbors in your city to join over 38 million neighbors across 16 thousand communities from all 50 states, U.S. territories and military bases worldwide; and

WHEREAS, National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work; and

WHEREAS, neighbors in your city assist the local law enforcement agency through joint community-building efforts and support National Night Out 2022; and

WHEREAS, it is essential that all neighbors of your city come together with police and work together to build a safer, more caring community; and

NOW, THEREFORE BE IT PROCLAIMED that the Hughson City Council, do hereby call upon all neighbors of Hughson to join the City of Hughson, Hughson Police Services and National Association of Town Watch in support for National Night Out on Tuesday, August 2, 2022.

AND, BE IT FURTHER PROCLAIMED that the Hughson City Council, do hereby proclaim Tuesday, August 2, 2022 as “National Night Out” in the City of Hughson.

*IN WITNESS WHEREOF, I have hereunto set my hand
and caused the Seal of the City of Hughson to be affixed this
11th day of July 2022.*

GEORGE CARR, Mayor



CITY OF HUGHSON SERVICE AWARD

AWARDED TO

Ashton Gose

For Your Outstanding Years of

5 Years

Awarded this 11th day of July 2022

George Carr, Mayor



CITY COUNCIL AGENDA ITEM NO. 3.1

SECTION 3: CONSENT CALENDAR

Meeting Date: July 11, 2022
Subject: Approval of the City Council Minutes
Presented By: Ashton Gose, Deputy City Clerk
Approved By: Merry Mayken
City Manager

Staff Recommendation:

Approve the Minutes of the Regular Meeting of June 27, 2022.

Background and Overview:

The draft minutes of the meeting on June 27, 2022 are prepared for the Council's review.



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

**MINUTES
MONDAY, JUNE 27, 2022 – 6:00 P.M.**

CALL TO ORDER: Mayor George Carr

ROLL CALL:

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

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

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

NONE.

2. PRESENTATIONS: NONE.

3. CONSENT CALENDAR:

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

- 3.1:** Approve the Minutes of the Regular Meeting of June 13, 2022.
- 3.2:** Approve the Warrants Register.
- 3.4:** Adopt Resolution No. 2022-22, Setting the Appropriations Limit for Fiscal Year 2022-23.
- 3.6:** Adopt Resolution No. 2022-25, Approving the Cooperation Agreement between the County of Stanislaus and the City of Hughson for Joint Participation in the Community Development Block Grant (CDBG) Program.
- 3.7:** **A.** Adopt Resolution No. 2022-26, Approving the One-Year Home Investment Partnership Consortium Agreement.
- B.** Adopt Resolution No. 2022-27, Approving the Three-Year Home Investment Partnership Consortium Agreement between the County of Stanislaus and the City of Hughson for Participation in the HOME Investment Partnership Program.
- 3.8:** Approve the City of Hughson Treasurer's Report for April 2022.

Councilmember Rush pulled Consent Calendar Items 3.3, 3.5, and 3.9 for special consideration.

CARR/HILL 5-0-0-0 motion passes to approve the consent calendar excluding items 3.3, 3.5, and 3.9, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

- 3.3:** Adopt Resolution No. 2022-21, Approving the City of Hughson 2022 Senate Bill 1, Road Repair and Accountability Act, Local Streets and Roads Annual Reporting Program Project List.

HILL/BUCK 5-0-0-0 motion passes to adopt Resolution No. 2022-21, Approving the City of Hughson 2022 Senate Bill 1, Road Repair and Accountability Act, Local Streets and Roads Annual Reporting Program Project List, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

- 3.5:** **A.** Adopt Resolution No. 2022-23, Directing the Filing of the Annual Reports for Fiscal Year 2022-23 for the Special Assessment Districts (Landscaping and Lighting Districts, Benefit Assessment Districts, and Community Facilities District) in the City of Hughson.

HILL/BUCK 5-0-0-0 motion passes to adopt Resolution No. 2022-23, Directing the Filing of the Annual Reports for Fiscal Year 2022-23 for the Special Assessment Districts (Landscaping and Lighting Districts, Benefit Assessment Districts, and Community Facilities District) in the City of Hughson, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

B. Adopt Resolution No. 2022-24, Declaring the City Council's Intent to Levy and Collect Assessments for Fiscal Year 2022-23 for the City of Hughson Landscaping and Lighting Districts, Benefit Assessment Districts, and Community Facilities District and to Set the Public Hearing for the July 25, 2022 City Council Meeting.

HILL/BUCK 5-0-0-0 motion passes to adopt Resolution No. 2022-24, Declaring the City Council's Intent to Levy and Collect Assessments for Fiscal Year 2022-23 for the City of Hughson Landscaping and Lighting Districts, Benefit Assessment Districts, and Community Facilities District and to Set the Public Hearing for the July 25, 2022 City Council Meeting, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

3.9: Adopt Resolution No. 2022-28, Approving an Amendment to the Professional Services Agreement with Willdan Engineering for Contracted City Engineering Services and Authorization for the City Manager to Execute the Amendment.

HILL/BUCK 5-0-0-0 motion passes to adopt Resolution No. 2022-28, Approving an Amendment to the Professional Services Agreement with Willdan Engineering for Contracted City Engineering Services and Authorization for the City Manager to Execute the Amendment, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

5.1: Adopt Resolution No. 2022-29, a Resolution of the City of Hughson Declaring a Water Shortage Emergency.

City Attorney Schroeder presented the staff report on this item.

Mayor Carr opened the public hearing at 6:08 PM. There was no public comment. Mayor Carr closed the public hearing at 6:09 PM.

CARR/BAWANAN 5-0-0-0 motion passes to adopt Resolution No. 2022-29, a Resolution of the City of Hughson Declaring a Water Shortage Emergency, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

6. NEW BUSINESS:

- 6.1:** Adopt Resolution No. 2022-30, Approving the City of Hughson's Fiscal Year 2022-23 Preliminary Budget.

Director Nicholas presented the staff report on this item.

Mayor Carr opened public comment at 6:34PM. There was no public comment. Mayor Carr closed public comment at 6:34PM.

CARR/BUCK 5-0-0-0 motion passes to adopt Resolution No. 2022-30, Approving the City of Hughson's Fiscal Year 2022-23 Preliminary Budget, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

- 6.2:** Adopt Resolution No. 2022-31, Approving American Rescue Plan Act Funds Spending Plan and Authorize the City Manager to Execute a Contract for a Project Coordinator.

Director Nicholas presented the staff report on this item.

Mayor Carr opened public comment at 6:46PM.

Evan Coutrakis with the Hughson Lions Club expressed the Club's interest in finding donation opportunities.

Mayor Carr closed public comment at 6:58PM.

BUCK/BAWANAN 5-0-0-0 motion passes to adopt Resolution No. 2022-31, Approving American Rescue Plan Act Funds Spending Plan and

Authorize the City Manager to Execute a Contract for a Project Coordinator, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager:

City Manager Mayhew provided an update regarding the Tully Road Sewer Project.

Police Services:

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

City Attorney:

City Attorney Schroeder announced his absence at the regular July 11, 2022 City Council meeting.

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

Councilmember Bawanan announced that he will be out of town from June 28, 2022 through July 9, 2022. He thanked City staff and Hughson Police Services for their hard work.

Councilmember Buck attended a League of California Cities Central Valley Quarterly Meeting on June 16, 2022. He attended a Hughson Economic Development Committee meeting on June 27, 2022. He thanked City staff and Hughson Police Services for their hard work. He also announced that he would not be running for re-election in 2022.

Mayor Pro Tem Hill attended a Hughson Economic Development Committee meeting on June 27, 2022.

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

Mayor Carr attended a Stanislaus Council of Governments meeting in June. He urged residents to avoid accidents by not using illegal fireworks.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

ADJOURNMENT:

HILL/BUCK 5-0-0-0 motion passes to adjourn the regular meeting of June 27, 2022, at 7:00PM with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: July 11, 2022
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Anna Nicholas, Director of Finance
Approved By: Merry Mayken
City Manager

Staff Recommendation:

Approve the Warrants Register as presented.

Background and Overview:

The warrants register presented to the City Council is a listing of all expenditures paid from June 22, 2022, through July 8, 2022.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

Check Report

By Check Number

Date Range: 06/22/2022 - 07/08/2022

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							
01080	SUBWAY		06/23/2022	Regular	0.00	232.97	55421
INV0007336	Invoice	06/23/2022	Quarterly Staff Meeting		0.00	232.97	
	Void		06/28/2022	Regular	0.00	0.00	55422
	Void		06/28/2022	Regular	0.00	0.00	55423
	Void		06/28/2022	Regular	0.00	0.00	55424
	Void		06/28/2022	Regular	0.00	0.00	55425
	Void		06/28/2022	Regular	0.00	0.00	55426
	Void		06/28/2022	Regular	0.00	0.00	55427
	Void		06/28/2022	Regular	0.00	0.00	55428
	Void		06/28/2022	Regular	0.00	0.00	55429
	Void		06/28/2022	Regular	0.00	0.00	55430
	Void		06/28/2022	Regular	0.00	0.00	55431
	Void		06/28/2022	Regular	0.00	0.00	55432
	Void		06/28/2022	Regular	0.00	0.00	55433
	Void		06/28/2022	Regular	0.00	0.00	55434
	Void		06/28/2022	Regular	0.00	0.00	55435
	Void		06/28/2022	Regular	0.00	0.00	55436
	Void		06/28/2022	Regular	0.00	0.00	55437
	Void		06/28/2022	Regular	0.00	0.00	55438
	Void		06/28/2022	Regular	0.00	0.00	55439
	Void		06/28/2022	Regular	0.00	0.00	55440
	Void		06/28/2022	Regular	0.00	0.00	55441
	Void		06/28/2022	Regular	0.00	0.00	55442
	Void		06/28/2022	Regular	0.00	0.00	55443
	Void		06/28/2022	Regular	0.00	0.00	55444
	Void		06/28/2022	Regular	0.00	0.00	55445
	Void		06/28/2022	Regular	0.00	0.00	55446
	Void		06/28/2022	Regular	0.00	0.00	55447
	Void		06/28/2022	Regular	0.00	0.00	55448
	Void		06/28/2022	Regular	0.00	0.00	55449
00016	ABS PRESORT		06/29/2022	Regular	0.00	2,291.87	55450
95044	Invoice	06/14/2022	BILL PRINTING- June		0.00	2,291.87	
01597	Anna Nicholas		06/29/2022	Regular	0.00	42.01	55451
000599	Invoice	06/07/2022	Reimbursement for City-Logo on shirts		0.00	42.01	
00094	AT&T MOBILITY		06/29/2022	Regular	0.00	507.96	55452
287303621604X0...	Invoice	06/02/2022	PHONES		0.00	507.96	
00237	CARR, GEORGE		06/29/2022	Regular	0.00	2,860.21	55453
INV0007340	Invoice	06/23/2022	Mayor's Conference - Carr		0.00	2,860.21	
00284	CHARTER COMMUNICATION		06/29/2022	Regular	0.00	92.89	55454
0054047061022	Invoice	06/10/2022	IP ADDRESS- 1ST		0.00	92.89	
00325	Cogdill & Associates, Inc		06/29/2022	Regular	0.00	2,500.00	55455
6944-JAC	Invoice	06/22/2022	Appraisal Services Rendered		0.00	2,500.00	
01570	CSG Consultants		06/29/2022	Regular	0.00	6,343.30	55456
44424	Invoice	06/10/2022	Contract Services Planning/Building		0.00	4,905.00	
B220737	Invoice	05/02/2022	Contract Services Planning/Building		0.00	1,265.80	
F220291	Invoice	05/02/2022	Contract Services Planning/Building		0.00	172.50	
01448	David Martinez		06/29/2022	Regular	0.00	100.00	55457

Check Report

Date Range: 06/22/2022 - 07/08/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0007354	Invoice	06/18/2022	Starn Park Rental Refund Martinez	0.00	100.00	
01753	David Penny	06/29/2022	Regular	0.00	1,374.03	55458
INV0007362	Invoice	06/14/2022	Hydrant Water Meter Deposit Penny	0.00	1,374.03	
01539	Gateway Pacific Contractors, Inc.	06/29/2022	Regular	0.00	379,430.00	55459
INV0007358	Invoice	05/31/2022	Well #7 Replacement Phase IV Payment 12	0.00	379,430.00	
01539	Gateway Pacific Contractors, Inc.	06/29/2022	Regular	0.00	6,975.00	55460
INV0007359	Invoice	05/31/2022	Well #7 Replacement Phase IV Payment 12	0.00	6,975.00	
00528	GILTON SOLID WASTE MANAGE	06/29/2022	Regular	0.00	67,340.40	55461
INV0007363	Invoice	05/01/2022	GARBAGE SERVICE- May	0.00	67,340.40	
01246	HUGHSON OILERS	06/29/2022	Regular	0.00	100.00	55462
INV0007335	Invoice	06/15/2022	Starn Park Rental Deposit Hughson Oilers	0.00	100.00	
01583	Hunt & Sons, Inc.	06/29/2022	Regular	0.00	7,102.94	55463
358312	Invoice	04/06/2022	Fuel - April 6 2022	0.00	2,826.98	
406321	Invoice	06/02/2022	Fuel - WTP 06-02-22	0.00	1,177.87	
406333	Invoice	06/02/2022	Fuel - CorpYard 06-02-22	0.00	1,248.37	
436510	Invoice	06/16/2022	Fuel - Corp Yard 06-16-22	0.00	1,721.62	
INV0007348	Invoice	01/31/2022	Fuel - Jan Fianance Charges	0.00	20.79	
INV0007349	Invoice	02/01/2022	Fuel - Feb Finance Charges	0.00	56.42	
INV0007350	Invoice	05/01/2022	Fuel - May Finance Charge	0.00	50.89	
01749	Lorraine Martinez	06/29/2022	Regular	0.00	500.00	55464
INV0007333	Invoice	06/11/2022	Senior Center Rental Deposit Martinez	0.00	500.00	
01748	Martin Marietta Materials, Inc	06/29/2022	Regular	0.00	301.58	55465
35687573	Invoice	06/03/2022	Cold Mix Asphalt	0.00	301.58	
00611	Mid Valley Publications	06/29/2022	Regular	0.00	349.65	55466
338984	Invoice	06/22/2022	Trichloropropane Tier 2 MCL Notice	0.00	349.65	
01750	Monica Lopez	06/29/2022	Regular	0.00	100.00	55467
INV0007334	Invoice	06/12/2022	Starn Park Rental Deposit Lopez	0.00	100.00	
00822	NESTLE WATERS	06/29/2022	Regular	0.00	140.90	55468
02F6703905050	Invoice	05/19/2022	Waters Blanket PO	0.00	140.90	
00824	NEUMILLER & BEARDSLEE	06/29/2022	Regular	0.00	4,750.92	55469
328365	Invoice	06/17/2022	LEGAL SERVICES	0.00	1,600.00	
328861	Invoice	06/17/2022	LEGAL SERVICES	0.00	3,150.92	
01643	Patricia Ortiz	06/29/2022	Regular	0.00	100.00	55470
INV0007355	Invoice	06/18/2022	Starn Park Rental Deposit Ortiz	0.00	100.00	
00901	PREFERRED ALLIANCE, INC.	06/29/2022	Regular	0.00	104.49	55471
0174920-IN	Invoice	05/31/2022	OFF-SITE PARTICIPANT	0.00	104.49	
00906	PROVOST & PRITCHARD CONSU	06/29/2022	Regular	0.00	23,514.90	55472
92769	Invoice	05/01/2022	FEASIBILITY STUDY	0.00	23,514.90	
01272	SARAH CHAVARIN	06/29/2022	Regular	0.00	58.81	55473
INV0007357	Invoice	06/22/2022	Quartlery Meeting - Finance	0.00	58.81	
01455	State Controller Departmental Accounting Office	06/29/2022	Regular	0.00	26.97	55474
FTB-00004825	Invoice	06/10/2022	State Controller's 2021 Offsets Program	0.00	8.99	
FTB-00004836	Invoice	06/10/2022	State Controller's 2021 Offsets Program	0.00	17.98	
01149	TURLOCK IRRIGATION DIST.	06/29/2022	Regular	0.00	33,379.90	55475
INV0007347	Invoice	06/01/2022	ELECTRIC	0.00	33,379.90	
01751	Vanessa Barajas	06/29/2022	Regular	0.00	500.00	55476

Check Report

Date Range: 06/22/2022 - 07/08/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0007356	Invoice	06/18/2022	Senior Center Rental Deposit Barajas	0.00	500.00	
01206	WARDEN'S OFFICE	06/29/2022	Regular	0.00	30.43	55477
2079642-0	Invoice	06/15/2022	Office Supplies	0.00	8.26	
2079642-1	Invoice	06/20/2022	MISC OFFICE SUPPLIES	0.00	10.95	
2079920-0	Invoice	06/21/2022	MISC OFFICE SUPPLIES	0.00	11.22	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	06/30/2022	Regular	0.00	224.12	55478
INV0007374	Invoice	06/30/2022	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	224.12	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	07/07/2022	Regular	0.00	2,436.25	55486
INV0007438	Invoice	07/08/2022	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	2,436.25	
00884	PITNEY BOWES	07/07/2022	Regular	0.00	500.00	55487
INV0007361	Invoice	06/01/2022	POSTAGE	0.00	500.00	

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	44	32	0.00	544,312.50
Manual Checks	0	0	0.00	0.00
Voided Checks	0	28	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	44	60	0.00	544,312.50

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	44	32	0.00	544,312.50
Manual Checks	0	0	0.00	0.00
Voided Checks	0	28	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	44	60	0.00	544,312.50

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	6/2022	541,376.25
999	POOLED CASH/CONSOLIDATED CASH	7/2022	2,936.25
			544,312.50



Hughson

Refund Check Register

Refund Check Detail

UBPKT02508 - Refunds 01 UBPKT02505 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
10-0210-003	FARIA, JAMIE	7/6/2022	55479	64.80			64.80	Deposit
11-2100-001	COX, GREG & CHRIS	7/6/2022	55480	31.47			31.47	Deposit
12-1160-004	Taylor Babbitt	7/6/2022	55481	162.90			162.90	Deposit
13-2610-002	Mulgrew, Andrew	7/6/2022	55482	144.08			144.08	Generated From Billing
15-2270-005	Peterson, Judy Slocum	7/6/2022	55483	17.58			17.58	Deposit
15-3950-003	PARKER, ANTHONY J	7/6/2022	55484	59.55			59.55	Generated From Billing
17-0280-000	Parker, Trisa	7/6/2022	55485	149.16			149.16	Deposit
Total Refunds: 7			Total Refunded Amount:	629.54				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	629.54
Revenue Total:	629.54

General Ledger Distribution

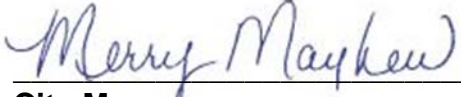
Posting Date: 07/01/2022

	Account Number	Account Name	Posting Amount	IFT
Fund:	510 - WATER/SEWER DEPOSIT			
	510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	-629.54	Yes
	510-11040	CUSTOMER CREDITS	629.54	
	510 Total:		0.00	
Fund:	999 - POOLED CASH/CONSOLIDATED CASH			
	999-10010	CASH IN BANK-MONEY MARKET	-629.54	
	999-20000	DUE TO OTHER FUNDS (POOLED CASH)	629.54	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



CITY COUNCIL AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: July 11, 2022
Subject: Approval to Adopt Resolution No. 2022-32, Making the Required AB 361 Findings for the use of Teleconference Meetings for the Period July 14, 2022 – August 13, 2022
Presented By: Daniel J. Schroeder, City Attorney
Approved By: 
City Manager

Staff Recommendation:

Adopt Resolution No. 2022-32, making the required AB 361 findings for the use of teleconference meetings for the period July 14, 2022 – August 13, 2022.

Background:

On March 4, 2020, Governor Gavin Newsom issued a Proclamation of a State of Emergency in response to the outbreak of COVID-19, which remains in effect. Throughout the State of Emergency, the Governor issued a series of Executive Orders to reduce the spread of COVID-19.

On March 12, 2020, the Governor issued Executive Order N-25-20 waiving certain requirements of the Ralph M. Brown Act (Brown Act) making it easier for local agencies to hold public meetings via teleconference. On March 17, 2020, the Governor issued Executive Order N-29-20 which superseded a portion of Executive Order N-25-20 and identified the ability of local agencies to continue with teleconferenced meetings provided certain requirements for public participation were met. On June 11, 2021, the Governor issued Executive Order N-08-21 which continued the waiver of the teleconference provisions in the Brown Act through September 30, 2021.

With the expiration of the Executive Orders, the Legislature introduced Assembly Bill 361 (AB 361), which allows the continued use of teleconferencing if specific requirements are met. On September 16, 2021, the Governor signed AB 361 into law. AB 361 amends section 54953 of the Brown Act and allows a local agency to use teleconferencing without complying with certain provisions of the Brown Act under certain circumstances and if certain findings are made.

Discussion:

AB 361 amends Section 54953 of the Government Code to allow a legislative body of a local agency to meet remotely without complying with the teleconference requirements imposed by the Brown Act such as agenda posting at teleconference locations, physical location access by the public, or establishing a quorum within the boundaries of the agency. The agency may do so if one of three scenarios exists, all of which requires the Governor has proclaimed a State of Emergency pursuant to Government Code section 8625:

- (A) State or local officials have imposed or recommended measures to promote social distancing;
- (B) The legislative body is holding a meeting for the purpose of determining, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees;
- (C) The legislative body is holding a meeting and has determined, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Any boards and committees that are required to comply with the Brown Act that holds a meeting under any of the scenarios identified above must continue to post an agenda within the time periods required by the Brown Act and ensure the public is able to address the board or committee directly through teleconference means. If a technological disruption prevents the board or committee from broadcasting the meeting or receiving public comments in real time, the board or committee cannot take further action until the technological function is restored.

If the proclaimed State of Emergency remains in effect, and if Hughson City Council wishes to continue meeting under the modified rules, then the Council must adopt a resolution containing the following findings: (1) the State of Emergency continues to directly impact the ability of the members to meet safely in person; or (2) state or local officials continue to impose or recommend measures to promote social distancing. The Council must reconsider and reconfirm the findings no later than every thirty (30) days.

If consecutive regular meetings fall outside the 30-day window, the Council should hold a special meeting to re-authorize the AB 361 findings. If the Council does not adopt a resolution making the findings required under AB 361, or if the authorization lapses, it will be required to comply with the traditional teleconference rules contained in the Brown Act for future meetings or until the Council utilizes AB 361 at a future date. In that scenario, the Council will be required to post an agenda at each teleconference location, teleconference locations will need to be identified on the agenda and accessible to the public, and a quorum of the Council will need to be established within the boundaries of the agency.

AB 361 allows the Council to hold its first meeting using AB 361 without previously adopting the AB 361 teleconference procedures as long as the Council makes the finding required by AB 361 within 30 days of that meeting. Adopting Resolution No. 2022-18 will make those findings now and allow the Council to continue to hold its meetings remotely effective immediately through August 13, 2022.

Fiscal Impact:

There is no direct fiscal impact in making the required AB 361 findings.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2022-32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON DETERMINING
TO CONDUCT MEETINGS USING TELECONFERENCING PURSUANT TO
GOVERNMENT CODE 54953 AS AMENDED BY AB 361 FOR THE PERIOD JULY 14,
2022 TO AUGUST 13, 2022.**

WHEREAS, the City of Hughson ("City") is committed to preserving and nurturing public access and participation in its meetings; and

WHEREAS, all meetings of the City legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), as amended by AB 361 (2021), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, on March 4, 2020, the Governor proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, Cal-OSHA adopted emergency regulations (Section 3205) imposing requirements on California employers, including measures to promote social distancing; and

WHEREAS, the California Department of Public Health and the Centers for Disease Control and Prevention (CDC), recommend that all individuals, regardless of vaccination status, wear face coverings in indoor public settings when in close contact with other individuals; and

WHEREAS, currently the dominant strain of COVID-19 in the country is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations, therefore, meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, the City Council desires to allow its members, staff and the public the ability to attend and participate in Council Meetings via remote means; and

WHEREAS, on January 24, 2022, the City held its regular meeting remotely by teleconference/video conference for the first time in accordance with Government Code Section 54953(e) and hereby desires to adopt this resolution in order to continue to use remote teleconference/videoconference for the 30 days thereafter.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson resolves as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Finding of Imminent Risk to Health or Safety of Attendees. The City Council does hereby find that the current dominant strain of COVID-19 in the country is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations has caused, and will continue to cause, conditions of peril to the safety of persons, thereby presenting an imminent risk to health and/or safety to City employees and other representatives, and attendees of City public meetings; and

Section 3. Teleconference Meetings. The City Council do hereby determine as a result of the State of Emergency proclaimed by the Governor, and the recommended measures to promote social distancing made by State and local officials that the City may conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e)(1)(A) and (B) of section 54953, and shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

Section 4. Direction to Staff. The City Manager and City staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately and cover the period through August 13, 2022.

PASSED AND ADOPTED by the Hughson City Council at a regular meeting thereof, held on July 11, 2022, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

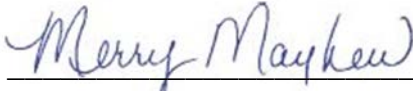
ATTEST:

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: July 11, 2022
Subject: Adopt Resolution No. 2022-33, Approving the Professional Services Agreement with Condor Earth Technologies, Inc., for MS4 Trash Provision Requirement Support
Enclosure: Professional Services Agreement
Presented By: Jose Vasquez, Public Works Superintendent
Approved By: 
City Manager

Staff Recommendations:

1. Adopt Resolution No. 2022-33, approving the Professional Services Agreement with Condor Earth Technologies, Inc., for MS4 Trash Provision Requirement Support.
2. Authorize the City Manager to execute the Professional Services Agreement with Condor Earth Technologies, Inc. inclusive of any final edits by the City Attorney.

Background and Overview:

Condor Earth Technologies, Inc. (Condor) has been working with the City of Hughson since 2005. Condor started working for the City under a professional services agreement as the groundwater consultant to ensure that the City was meeting its reporting requirements to receive funding from the state for the Waste Water Treatment Plant Expansion Project.

The City's relationship with Condor has evolved over time as requirements for reporting wastewater and stormwater have continued to change over the last decade and a half. In 2013 the State Water Board initiated Phase II of the stormwater permit requirement for the regulation of stormwater discharges from municipal separate sewer systems (MS4s). Phase II impacted small cities like Hughson by requiring annual reporting for the first time for cities with less than 100,000 people. As such, the City asked Condor to expand their services with the City and provide support for ongoing compliance with the City's MS4 permit (WDID No. 5S50M2000117). Condor

has been providing the necessary assistance related to the City's MS4 permit since April 2013.

Discussion:

This Agreement is a one-time cost for the fiscal periods 2022-2024. Condor will provide consulting services and regulatory guidance to support the City's efforts to maintain compliance with the City's Phase II MS4 Permit requirements. Specifically, the work detailed in this agreement is to provide trash provisions implementation support to the City.

On April 7, 2015, the State Water Resources Control Board (State Water Board) adopted statewide Trash Provisions¹ (Trash Amendments). The Trash Amendments do the following: (1) establish a narrative water quality objective for trash, (2) corresponding applicability, (3) establish a prohibition on the discharge of trash, (4) provide implementation requirements for permitted stormwater and other discharges, (5) set a time schedule for compliance, and (6) provide a framework for monitoring and reporting requirements.

The Trash Amendments apply to all Phase I and II permittees under the National Pollution Discharge Elimination System (NPDES) municipal separate stormwater systems (MS4) permits; the City is a Phase II Traditional MS4 permittee under the State Water Board Small MS4 General Permit (Order NO. 2013-0001-DWQ).

On June 1, 2017, the State Water Board issued a Water Code Section 13383 Order² (Order) requiring Phase II Traditional MS4 permittees to determine and report their selection of either Track 1 (Full Capture System [FCS] Installation) or Track 2 (FCS Equivalency). In compliance with the Order, the City reported its selection of the Track 13 compliance method and submitted the required preliminary and updated jurisdictional maps.

There are two specific tasks associated with this agreement:

Task 1 includes Condor conducting on-land visual trash assessments (OVTA). Condor will conduct a survey and evaluate the options for the proposed Full Capture System (FCS) installations.

Task 2 includes the evaluation of a previously elected Track 1 FCS implementation option and Track 2 an equivalent to FCS implementation that may be more appropriate for a city the size of Hughson.

Fiscal Impact:

The total cost of the two tasks is estimated to be \$58,675. This is a one-time cost for the period of fiscal years 2022-24. This Agreement will be funded through the Stormwater Impact Fund (450). An adjustment will be made in the Fiscal Year 2022-23 Budget to Fund 450 for this expense. Any unused appropriations will be budgeted in Fiscal Year 2023-24 for the completion of this project.

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2022-33**

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

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

WHEREAS, the City has used the services of Condor Earth Technologies, Inc. (Condor) for the last fifteen years; and

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

WHEREAS, the scope of services will include the preparation and submittal of all necessary reporting requirements to be in compliance with the State Water Resources Control Board Trash Provisions, not to exceed \$58,675 during Fiscal Years 2022-24.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby approve the Professional Services Agreement with Condor Earth Technologies, Inc. for stormwater trash provisions support and authorize the City Manager or his/her designee to sign the agreement.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 11th day of July 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/Condor Earth Technologies, Inc.)

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

RECITALS

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

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

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

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

1. DEFINITIONS

1.1. "Scope of Services" means the professional services as are generally set forth in Consultant's July 1, 2022 Work Order Agreement attached hereto as Exhibit A and incorporated herein by this reference ("Work Order Agreement"). Assignment specific task orders will be issued consistent with the Work Order Agreement.

1.2. "Approved Fee Schedule" means the compensation rates as are set forth in Consultant's Schedule of Fees attached hereto as Exhibit B and incorporated herein by this reference.

1.3. "Commencement Date" means July 1, 2022.

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

2. TERM

2.1 The term of this Agreement shall commence at 12:00 a.m. on July 1, 2022 and shall expire at 11:59 p.m. on November 30, 2023 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 Work Order Agreement (“Services”). City shall have the right to request, in writing, changes in the Services by issuing a mutually agreed upon “Task Order.” Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sums specified by each Task Order unless specifically approved in advance and in writing by City.

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

3.3 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the Services. All 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 City 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. Consultant’s project administrator shall be Ms. Micheline Doyle Kipf. 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 and Consultant agrees to accept in full satisfaction for the Services, payment in accordance with the Approved Fee Schedule, attached as Exhibit B. This Agreement also establishes a not-to-exceed billing amount of \$58,675.00. City also agrees to reimburse consultant for any City approved extraordinary costs incurred by Ms. Micheline Doyle Kipf, PG, QISP/ToR, QSD/QSP in the performance of her duties as Consultant.

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

4.3 Payments for any work requested by City and not included in the 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.

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

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

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

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

9. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. MUTUAL COOPERATION

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

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

11. RECORDS AND INSPECTIONS

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

12. NOTICES

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

If to City:

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

With courtesy copy to:

Daniel J. Schroeder,
City Attorney
Neumiller & Beardslee
P.O. Box 20

3121 W. March Lane, Suite 100
Stockton, CA 95219
Telephone: (209) 948-8200
Facsimile: (209) 948-4910

If to Consultant:

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

13. SURVIVING COVENANTS

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

14. TERMINATION

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

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

15. GENERAL PROVISIONS

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

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

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

15.4 In accomplishing the Services, 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

“Consultant”
Condor Earth Technologies, Inc.

By: _____
Merry Mayhew, City Manager

By: *Micheline Doyle Kipf*, P.G. 8385
Micheline Doyle Kipf, Env. Services Manager

Date: _____

Date: 07/06/2022

Attest:

By: _____
Ashton Gose, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Daniel J. Schroeder, City Attorney

Date: _____

EXHIBIT A



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

**WORK ORDER AGREEMENT
FOR MASTER SERVICES**

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

Order Received by:	Micheline Doyle Kipf	Date: July 1, 2022
Authorized by:	Ms. Merry Mayhew	Project No: 6589D
Invoice to:	City of Hughson	
	7018 Pine Street/PO Box 9	
	Hughson, California 95326	
Name of Job:	City of Hughson OVTA Mapping Support 2022/2023	
Location of Job:	City of Hughson	

Thank you for the opportunity to provide this Proposal to provide Trash Provisions Implementation support for the City of Hughson (City). The Statewide Trash Provisions (Trash Amendments) apply to all Phase I and II permittees under the NPDES municipal separate storm sewer systems (MS4) permits; the City is a Phase II Traditional MS4 permittee under the State Water Resources Control Board Small MS4 General Permit (Order NO. 2013-0001-DWQ). On June 1, 2017, the State Water Board issued a Water Code Section 13383 Order (Order) requiring Phase II Traditional MS4 permittees to determine and report their selection of either Track 1 (Full Capture System [FCS] Installation) or Track 2 (FCS Equivalency). Although the City has elected the Track 1 (Full Capture Systems [FCS] implementation) option for Trash Amendment compliance, the City requested this proposal to explore the feasibility of the Track 2 option.

Scope of Work: Condor will conduct OVTAs for the PLUs as identified in the City's December 2018 Jurisdictional and PLU Area Map to develop baseline trash generation map(s), and evaluate options for the proposed FCS locations shown on the City's existing jurisdictional map as described in the Proposal dated July 1, 2022.

Fees to be Charged**: \$58,675 (Time and Materials)



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

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

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

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

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

CITY OF HUGHSON

CONDOR EARTH TECHNOLOGIES, INC.

By

By

Printed Name: Merry Mayhew

Printed Name: Micheline Doyle Kipf

Position: City Manager

Position: Environmental Services Manager

Date:

Date: July 1, 2022

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

X:\Project\6000_pg\6589 Hughson Small MS4 Support\6589D Hughson OVTA Support\Contracts_Proposals_CE\WO 20220701 Hughson OVTA Support ENV Terms 2022.docx

EXHIBIT B
CONDOR EARTH
SCHEDULE OF FEES
2022

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

PRINCIPALS/PROJECT MANAGEMENT

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

TECHNICAL

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

MATERIALS TESTING *

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

SUPPORT STAFF

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

MISCELLANEOUS

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

NON-LABOR CHARGES

Vehicle charge, \$55 per day plus 55 cents per mile

Unit Charges per Condor Unit Fee Schedule

Billable Field Equipment per Condor Billable Field Equipment Schedule

Laboratory Charges per Condor Laboratory Fee Schedule

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

OUT-OF-POCKET EXPENSES

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

PREVAILING WAGE

Refer to Condor Prevailing Wage Schedule of Fees





CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: July 11, 2022
Subject: Presentation and Discussion of Golf Carts and Low-Speed Electric Vehicles
Enclosure: Map of Hughson with Speed Limits Above 25 mph
Presented By: Fidel Landeros, Chief of Police

Approved By:


City Manager

Background:

On June 13th at a regularly scheduled City Council meeting, a Hughson resident spoke during the public comment period regarding golf cart use in the Hughson community and his concern that the City is considering banning golf carts. The resident requested that the City Council consider making the City of Hughson a golf cart community and allow golf carts on the streets in Hughson.

After significant research and review of the California Vehicle Codes that govern golf carts and low-speed vehicles (LSV), the following is presented to the Council for discussion.

Discussion:

The California Vehicle Code (CVC) defines golf carts, and low-speed vehicles (LSV) and regulates the use of these vehicles on public streets. In addition, there are a variety of other vehicles that are defined and regulated in the CVC, such as all-terrain vehicles (ATV) and utility terrain (or task) vehicles (UTV).

For purposes of this discussion, golf carts and LSVs will be discussed; however, ATVs and UTVs also have specific definitions and must meet any requirements in the CVC to be street legal on public roads.

Golf Carts

The CVC §345 defines a golf cart as:

- a motor vehicle having not less than three wheels in contact with the ground; and
- having an unladen weight less than 1,300 pounds; and
- designed to be and is operated at not more than 15 miles per hour; and

- designed to carry golf equipment and not more than two persons, including the driver.

Golf carts may be operated on streets with speed limits of 25 miles per hour (mph) or less, by a licensed driver, if they are

- (a) registered with the California Department of Motor Vehicles (DMV), and
- (b) properly equipped under the same equipment requirements as motorcycles, and
- (c) have an appropriate license plate displayed.

If a golf cart has been modified to go faster than 15 mph or to seat more than two persons, the vehicle is considered a regular motor vehicle and must comply with federal safety standards for passenger vehicles. Federal safety standards include a comprehensive set of regulations on vehicle design, construction, and performance, and include additional vehicle equipment such as airbags, appropriate labels, and a 17-digit Vehicle Identification Number (VIN).

Low-Speed Vehicle

The CVC §385.5 defines an LSV, also known as a Neighborhood Electric Vehicle (NEV) as:

- has four wheels; and
- can attain a speed, in one mile of more than 20 mph and not more than 25 mph, on a paved level surface; and
- has a gross vehicle weight rating of less than 3,000 pounds.

LSVs may be operated on streets with speed limits of 35 mph or less, by a licensed driver, if they

- (a) are registered with the California Department of Motor Vehicles (DMV), and
- (b) are properly equipped with headlamps, front and rear turn signal lamps, taillamps, stop lamps, reflex reflectors, side mirrors, a parking brake, a windshield with approved glazing materials, a VIN, and Type 1 or Type 2 seat belt assemblies installed at each designated seating position, and
- (c) have an appropriate license plate displayed.

If an LSV has been modified to go faster than 25 mph it no longer qualifies for relaxed Federal Motor Vehicle Safety Standards applicable to LSVs. Such modified vehicles must meet the same Federal safety standards for passenger vehicles, defined above under modified golf carts.

Other Considerations

Residents in Hughson enjoy the use of golf carts and LSVs around neighborhoods to visit with neighbors, as well as driving to sports fields in Hughson. Using these vehicles saves money on fuel and is environmentally friendly by not producing emissions, provides for lower speeds on residential streets, and these electric vehicles are lighter in weight than standard vehicles, decreasing wear on streets.

While there are many positive reasons to use golf carts and LSVs, Hughson Police Services has received calls from residents concerned for residents' and children's safety due to the use of golf carts, LSVs, and other vehicles that are normally considered to be off-highway vehicles, being driven on public streets and sidewalks in Hughson. Concerns range from unlicensed and underage drivers, vehicles being driven on the sidewalks, and drivers with no regard for the rules of the road, for example, driving on the wrong side of the road, not having or using proper safety equipment.

These concerns brought about a discussion regarding the use of these vehicles and the education that is needed for legal use on the public streets in Hughson.

In summary, golf carts and LSVs that are registered through DMV for the purpose of driving on a public street are legal on streets with speed limits of 25 mph and 35 mph respectively. Cities can ban golf carts and LSVs in certain areas due to traffic, safety, or other issue or concern that warrants the ban in those areas. At this time there does not appear to be any areas in the City that are of particular concern.

Golf Cart Communities

Cities that are commonly considered "golf cart communities" are those that have either adopted a Golf Cart Transportation Plan, pursuant to California Streets and Highways Code Section 1950, et seq or are golf cart friendly, meaning allows street legal vehicles.

The California Streets and Highways Code authorizes cities to establish a Golf Cart Transportation Plan (GCTP) for a plan area in the city. However, in a GCTP the definition of a golf cart remains the same as previously stated:

- a motor vehicle having not less than three wheels in contact with the ground; and
- having an unladen weight less than 1,300 pounds; and
- designed to be and is operated at not more than 15 miles per hour; and
- designed to carry golf equipment and not more than two persons, including the driver.

The requirements of a GCTP are intensive including, but not limited to,

- route selection that includes a finding that the route will accommodate golf carts without an adverse impact upon traffic safety;
- modal integration assesses the opportunities for coordination with other modes of transportation in reaching a destination in the plan area;
- provisions for golf cart parking facilities including commercial centers, public areas, parks and other destination locations;
- minimum general design criteria for golf cart operations, such as relevant design considerations and requirements for golf cart lanes, routes, signs, crossings, markers, and parking, as well as pedestrian and bicycle safety issues; and
- minimum design and safety criteria for golf carts, such as reviewing safety, permitting, and equipment requirements applicable to golf carts on public streets. and

- entail extensive permitting.

A golf cart transportation plan would allow the City to acquire, by dedication, purchase, or condemnation, real property, including easements or rights-of-way, to establish the required golf cart lanes.

Several GCTPs were reviewed in preparation for this meeting. Fehr & Peers Transportation Consultants put together The Twelve Bridges Golf Cart Plan for the City of Lincoln. Included in the GCTP was information regarding cities they had researched that were active communities that allowed golf carts on their 25 mph roads. For purposes of this report, examples include only California cities. Cities outside of California were excluded due to differing state laws; however, reviewing those cities showed that golf carts were allowed within a golf community or specifically within retirement communities.

The City of Avalon (Catalina Island) allows golf carts, that comply with the CVC and the Streets and Highway Code, on all streets within the downtown area of Avalon posted with a 25 mph limit. There are no special designated lanes for golf carts, and they share the road with bicycles, pedestrians and vehicles. Accidents and safety were reported to not be a problem.

The City of Palm Desert established a GCTP and within the city, golf carts are allowed to share the road with bicycles, pedestrians, and vehicles on streets with 25 mph speed limits, use a designated striped golf cart lane on streets posted 35 miles per hour or greater, and in some cases share sidewalks that are wide enough to accommodate bicycles and pedestrians. Accidents and safety were reported to not be a problem.

Summary

Currently in the City of Hughson, golf carts driven by a licensed driver, that are street legal, registered through CA DMV and display a license plate are currently allowed on public streets with a speed limit of 25 mph.

LSVs driven by a licensed driver, registered through CA DMV and that display a license plate are currently allowed on public streets with a speed limit of 35 mph.

All rules of the road that pertain to automobiles also pertain to golf carts and LSVs including the prohibition of alcohol beverages and younger children must use appropriate car seats. Proof of registration and insurance must be carried at all times.

Attached is a map of Hughson. Streets in green have 30 or 35 mph speed limits, streets in blue have a speed limit of 25 mph and all of the remaining residential streets bordered by Hatch Road, Santa Fe, Whitmore, Euclid and 7th Street are 25 mph. Streets in red color have speed limits set above 35 mph, these include: Hatch Road and Santa Fe.

Should the Council determine that a GCTP is necessary, in order to construct special golf cart lanes, staff will review the requirements and contact consultants to

determine the estimated cost. This information would be brought back to Council at a later date.

Police Services will continue to be responsive to the Hughson community in their delivery of quality services and through a community partnership that promotes safe, secure neighborhoods by educating residents on the requirements set forth in the California Vehicle Code regulations should they desire to drive golf carts and LSVs on public streets.

Fiscal Impact:

There is no fiscal impact for the City Council to consider the information in this staff report.

Should the City Council wish to move forward with a Golf Cart Transportation Plan, staff would work with consultants to come up with an estimated cost and provide this information to Council at a future meeting date.

City Council

City of Hughson



est. November 28, 1972

Golf Carts

CVC §345

A motor vehicle, not less than 3 wheels, with unladen weight less than 1,300 pounds, and

Designed to be operated at not more than 15 mph on a 25 mph street and

Designed to carry golf equipment and no more than 2 persons, including the driver.



Golf Carts may be operated on streets with speed limits of 25 mph or less, if they are:

- registered with California Dept of Motor Vehicles;
- properly equipped under the same equipment requirements as motorcycles(\$24001.5). Examples of such equipment include:
 - at least one headlight, tail lamp, and stop lamp
 - a rearview mirror, front and side reflectors, and fenders
 - a horn, safety-glazed windshield and windshield wipers
- have an appropriate license plate displayed;
- Driver must be a licensed driver.



Modified Golf Carts

- modified to go faster than 15 mph or
- to seat more than 2 persons including the driver
- it must meet the same Federal safety standards as a regular passenger vehicle.

This includes a comprehensive set of regulations:

- vehicle design,
- construction and performance, and
- includes additional vehicle equipment, such as airbags, appropriate labels, and a 17-digit Vehicle Identification Number (VIN).



Low-Speed Vehicle (LSV)

CVC §385.5

A motor vehicle with 4 wheels, and

Can attain a speed, between 20 mph and 25 mph on a road with a speed limit of not more than 35 mph, and

Has a gross vehicle weight rating of less than 3,000 pounds.



Low-Speed Vehicles (also called Neighborhood Electric Vehicles) may be operated on streets with speed limits of 35 mph or less, if they are:

- Registered with California Dept of Motor Vehicles.
- Properly equipped with:
 - headlamps, stop lamps, and reflectors
 - side mirrors and a windshield with approved glazing materials
 - Type 1 or Type 2 seat belts for each seat
 - have a VIN and a license plate displayed
- Driver must be a licensed driver.



Modified Low-speed Vehicles

If an LSV has been modified to go faster than 25 mph, it must meet the same Federal safety standards as regular passenger vehicles and modified golf carts.



Pros of Golf Carts and LEVs

- Hughson residents enjoy the use of golf carts and LEVs around neighborhoods and driving to sports fields.
- Using golf carts and LEVs saves money on fuels.
- Golf carts and LEVs are environmentally friendly by not producing emissions.
- Golf carts and LEVs provide for lower speeds on residential streets.
- Golf carts and LEVs are lighter in weight than standard vehicles, decreasing wear on streets.

Concerns with the use of Golf Carts

- Unlicensed and underage drivers are driving vehicles on the street.
- Golf carts are being driven on the sidewalks.
- Some drivers have no regard for the rules of the road, for example:
 - Driving on the wrong side of the road.
 - Not having or using proper safety equipment.

Golf Cart Communities

Communities that have adopted a Golf Cart Transportation Plan
- pursuant to California Streets and Highways Code.

Communities that consider themselves golf cart friendly to
street-legal vehicles.

Communities with golf courses that have outlined safe routes on
public streets surrounding golf courses.

Golf Cart Transportation Plan

- Intensive requirements
- Traffic studies
- Route selections
- Coordination with other modes of transportation
- Provisions for parking in commercial, parks, etc
- Design criteria for golf cart operations
 - Golf cart lanes, routes, signs, crossings, markers
 - Safety permitting and equipment requirements applicable to golf carts on public streets
- Permitting

Golf Cart Communities

City of Avalon, Catalina Island

- allows golf carts that comply with CVC and Streets and Highway Code
- all streets in the downtown area of Avalon posted with 25 mph
- no special designated lanes for golf carts
- share the road with bicycles, pedestrians and vehicles
- accidents and safety reported to not be a problem.

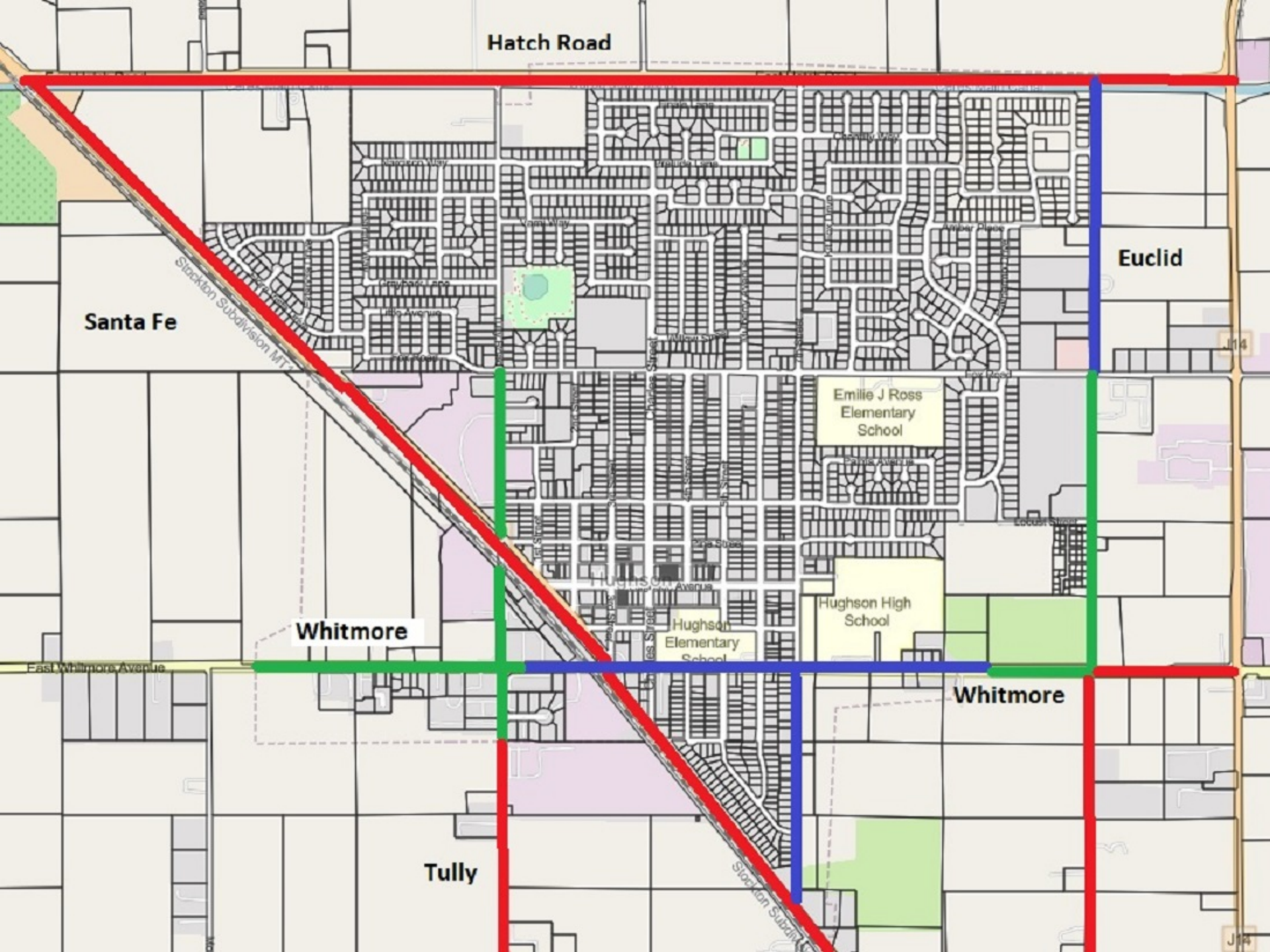
Golf Cart Communities

Communities planned specifically for golf carts
Palm desert

- Golf Cart Transportation Plan
- some areas of the City were planned with golf cart lanes and paths specifically
- all CVC requirements
- all rules of the road that pertain to automobiles pertain to golf carts
- only two persons including the driver, children must be restrained in appropriate car seats
- city inspection and city permit required

Summary

- Golf Carts – Street legal
 - Allowed on 25 mph public roads
 - Licensed driver
 - Registered through DMV
 - Display a license plate
 - Rules of the road apply
- Low speed vehicles
 - Sold street legal in CA
 - Allowed on 35 mph public roads
 - Licensed driver
 - Registered and License plate
 - Rules of the road apply



Red = speed limit 40+

Green = speed limit 30-35
(legal LSVs)

Blue + residential
streets = 25mph
(legal golf carts)

Police Services

Police Services will continue to be responsive to the Hughson community in their delivery of quality services and through a community partnership that promotes safe, secure neighborhoods by educating residents on the requirements set forth in the California Vehicle Code

Questions?

Action Required?

No action is necessary on this item unless the Council wants to direct staff to address the preparation of a Golf Cart Transportation Plan for the City of Hughson.



CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date: July 11, 2022
Subject: Adopt Resolution No. 2022-34, Approving the Master Property Tax Revenue Agreement between Stanislaus County and the City of Hughson and Authorizing the City Manager to Execute the Agreement
Enclosure: Property Tax Revenue Agreement
Presented By: Merry Mayhew
Approved By: Merry Mayhew
City Manager

Staff Recommendation:

1. Adopt Resolution No. 2022-34, approving the Master Property Tax Revenue Agreement between Stanislaus County and the City of Hughson.
2. Authorize the City Manager to execute the Agreement inclusive of edits by the City Attorney.

Background and Overview:

The current distribution process for property tax dollars in the State of California is the result of tax reform (Proposition 13 in 1978) and legislation (AB 8 in 1979) required to rebalance revenue streams between the State and local governments. Proposition 13 and AB 8 established significant changes in how property tax rates are set and distributed to cities, counties, special districts, schools, and community colleges. The County Auditor-Controller is responsible for allocating property tax revenue to these entities according to state law.

Stanislaus County (County) receives approximately 12% of total property tax allocations and on the average, each of the nine cities receives 5.7% of total property tax allocations. This is net of a revenue shift sent to the Educational Revenue Augmentation Fund (ERAF). ERAF is redirected property tax revenue from cities, counties and special districts to schools and colleges to offset funding these entities would have otherwise received from the State General Fund.

The Cortese-Knox-Hertzberg Act requires a fiscal impact analysis and a property tax sharing agreement allocating property taxes upon annexation into a city in order

to ensure the continuity of existing levels of service. Master tax sharing agreements are beneficial in that they provide consistency and efficiency in the annexation process.

In 1996, the City of Hughson and Stanislaus County entered into a Master Property Tax Agreement (1996 Agreement) with a subsequent amendment occurring in 2006. In this 1996 Agreement, the County retained all base funding, and tax increment was split 70% to the County and 30% to the City. The 70-30 split between the County and the City reflects a pre-ERAF distribution. While the County is required to deposit 55% of property tax into ERAF, the City is required to deposit an average of 26%. Under the 1996 Agreement, for every \$1,000,000 in assessed value growth, cities net an average of \$946 in revenue while the County nets \$891. When combining net growth for the cities and County under the current agreement, cities receive an average of 51.5% of the total and the County receives 48.5%.

Since the execution of the 1996 Agreement, and complicating tax sharing, approximately 100 Tax Rate Areas (TRA) have been developed after annexations by the nine cities. The combined base value of all properties (County and nine cities) calculated at the time of annexation under the 1996 agreement is \$266.6 million. The combined value of those properties as of Fiscal Year 2021-2022 has grown to \$6.2 billion.

Proposed Agreement

A sub-committee of City Managers, representing all nine cities, worked with the Chief Executive Officer to evaluate various concepts for an updated property tax sharing agreement. Through this work, the proposed Master Property Tax Revenue Agreement (Proposed Agreement) was developed. The essential components of the agreement are as follows:

- The agreement is effective with the 2022 Assessment Roll (property values as of January 1, 2022, delivered by the Assessor to the Auditor-Controller by July 1, 2022).
- Once the agreement commences, it will continue until one of the parties terminates the agreement. Any party may terminate the agreement by formal action upon no less than 60 days' notice and termination will be effective on the first day of July following service of the notice of termination.
- The agreement generally applies to properties annexed following the effective date of the 1996 Agreement and future annexations. Among the nine cities there are several exceptions noted on Exhibit B; however, the City of Hughson has no areas excepted from this Agreement.
- Consistent with the current agreement, the County will retain all base property tax revenue.
- Revenue growth for properties annexed in the future will be shared evenly between the City and the County: 50% to City and 50% to County, unless otherwise negotiated by the parties. Exhibit A to the Proposed Agreement is a map of areas that were annexed subsequent to the 1996 Agreement and that are included in the Proposed Agreement.

- Consistent with the current agreement, the County's Increment Property Tax Revenue sharing is calculated prior to any property tax shift for ERAF. Net of ERAF, the division of total increment is anticipated to be approximately 68% City and 32% County, on average.
- The County and cities will continue to discuss alternative models of property tax distribution to lessen the impact of ERAF.

Stanislaus County Board of Supervisors took action to approve the Proposed Agreement on June 14, 2022 and gave the Chief Executive Officer the authority to make minor edits to the Agreement deemed necessary by legal counsel representing the County and/or cities. This authority recognizes that minor potential edits may still be made upon the advice of legal counsel for the County and cities.

The Hughson City Council is asked to consider and approve the Proposed Agreement, which will cancel the 1996 Agreement. Should the Council not take action to approve the Proposed Agreement no later than July 20, 2022, the 1996 Agreement will continue to be effective and the next opportunity to consider the Proposed Agreement will be June 2023 for the Fiscal Year 2023-2024.

Fiscal Impact:

To estimate the fiscal impact of the Proposed Agreement, the County Auditor-Controller staff created a financial model to evaluate the 50-50 revenue sharing in comparison to the existing 70-30 model. On average over the last five years, shifting from the current sharing formula to a 50-50 model would have increased revenue to the nine cities by \$2.1 million per year and would have reduced the County's growth revenue \$1.3 million per year. The difference of approximately \$800,000 is the result of cities having a lower ERAF shift of 26% versus the County's 55% ERAF shift. As a result, the Proposed Agreement will result in additional funds for the region.

The County's financial model shows that if the 50-50 model had been put in place five years ago, the City of Hughson would have received an average of \$57,274 increase in revenue annually over the last five years, totaling an additional \$286,370.

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2022-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
THE MASTER PROPERTY TAX REVENUE AGREEMENT BETWEEN THE CITY OF
HUGHSON AND COUNTY OF STANISLAUS**

WHEREAS, Section 99 of the California Revenue and Taxation Code authorizes local agencies, such as the City of Hughson ("City") and County of Stanislaus ("County"), to enter into master property tax sharing agreements to provide adjustments to the allocation of property taxes upon annexation; and

WHEREAS, it is the purpose of this Agreement to adjust the allocation of property tax revenue between City and County and address the requirements under Revenue and Taxation Code Section 99, and adjustment of the appropriation limits of the affected governmental agencies pursuant to Section 3(b) of Article XIII B of the Constitution of the State of California; and

WHEREAS, City and County recognize the importance of maintaining consistent property tax sharing arrangements across similarly situated jurisdictions and the importance of a standing master property tax revenue sharing agreement to facilitate sound planning for development and the continued provision of services as a result of development, and it is the intent and purpose of the Parties to accomplish this goal to the greatest extent possible; and

WHEREAS, City and County previously entered into an agreement, known as the Master Property Tax Sharing Agreement, effective May 13, 1996, for the purpose of adjusting the allocation of property tax revenue pursuant to Section 99 of the Revenue and Taxation Code upon a change of organization ("1996 Agreement"); and

WHEREAS, under the 1996 Agreement, the County agreed to share future increases in real property tax revenue above the base amount with 70% of the tax growth going to the County and 30% to the City; and

WHEREAS, in 2006 the parties entered into Amendment No. 1 of the 1996 Agreement to clarify technical issues and the intent of that agreement; and

WHEREAS, City and County have worked together to develop a revised approach to property tax sharing, improving locally available revenues; and

WHEREAS, City and County seek to align the interests of their respective jurisdictions in a way that promotes and financially encourages future economic development and the provision of housing; and

WHEREAS, as provided for in this Agreement, City and County intend to ensure the timeliest, most efficient, and most cost-effective delivery of services provided to the public; and

WHEREAS, it is the intent of City and County to identify and include all annexations which were subject to the 1996 agreement; to identify any annexations after 1996 that were separately negotiated and include those in this Agreement where applicable; and to identify unincorporated areas which will be specifically excluded from this Agreement; and

WHEREAS, the annexation areas identified in Exhibit A comprise only those tax rate areas for which the parties intend to modify the sharing of future annual property tax increment; and

WHEREAS, the annexations and unincorporated areas identified in Exhibit B, comprise those areas which are specifically excluded from this Agreement; and

WHEREAS, the parties intend by this Agreement, that beginning with the 2022 Assessment Roll, for all tax rate areas identified in Exhibit A, the parties will share equally the County's future annual tax increment, as that term is defined in Section 98 of the Revenue and Taxation Code; and

WHEREAS, the parties intend to share equally the annual tax increment, for all future annexations which are not specifically excluded by this Agreement, that occur after the effective date of this Agreement; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby approve the Property Tax Revenue Sharing Agreement with the County of Stanislaus and authorize the City Manager to sign the agreement.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 11th day of July 2022 by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

MASTER PROPERTY TAX REVENUE AGREEMENT

BETWEEN THE COUNTY OF STANISLAUS AND THE CITY OF HUGHSON

This **MASTER PROPERTY TAX REVENUE AGREEMENT** ("Agreement") is made and executed on this ____ day of _____, 2022 ("Effective Date"), by and between the County of Stanislaus, a political subdivision of the State of California ("County"), and the City of Hughson, a municipal corporation of the State of California (the "City"). County and City may each be referred to as a "Party" or collectively as the "Parties".

RECITALS

- A. Section 99 of the California Revenue and Taxation Code authorizes local agencies, such as City and County, to enter into master property tax sharing agreements to provide adjustments to the allocation of property taxes upon annexation.
- B. It is the purpose of this Agreement to adjust the allocation of property tax revenue between City and County and address the requirements under Revenue and Taxation Code Section 99 and adjustment of the appropriation limits of the affected governmental agencies pursuant to Section 3(b) of Article XIII B of the Constitution of the State of California.
- C. City and County recognize the importance of maintaining consistent property tax sharing arrangements across similarly situated jurisdictions and the importance of a standing master property tax revenue sharing agreement to facilitate sound planning for development and the continued provision of services as a result of development, and it is the intent and purpose of the Parties to accomplish this goal to the greatest extent possible.
- D. City and County previously entered into an agreement, known as the Master Property Tax Sharing Agreement, effective May 13, 1996, for the purpose of adjusting the allocation of property tax revenue pursuant to Section 99 of the Revenue and Taxation Code upon a change of organization ("1996 Agreement").
- E. Under the 1996 Agreement, which was entered into by the County and all nine cities, the County agreed to share future increases in real property tax revenue above the base amount with 70% of the tax growth going to the County and 30% to the Cities.
- F. In 2006 the parties entered into Amendment No. 1 of the 1996 Agreement to clarify technical issues and the intent of that agreement.
- G. City and County have worked together to develop a revised approach to property tax sharing, improving locally available revenues.

- H. City and County seek to align the interests of their respective jurisdictions in a way that promotes and financially encourages future economic development and the provision of housing.
- I. As provided for in this Agreement, City and County intend to ensure the timeliest, most efficient, and most cost-effective delivery of services provided to the public.
- J. It is the intent of City and County to identify and include all annexations which were subject to the 1996 agreement; to identify any annexations after 1996 that were separately negotiated and include those in this Agreement where applicable; and to identify unincorporated areas which will be specifically excluded from this Agreement.
- K. The annexation areas identified in Exhibit A comprise only those tax rate areas for which the parties intend to modify the sharing of future annual property tax increment.
- L. The annexations and unincorporated areas identified in Exhibit B, comprise those areas which are specifically excluded from this Agreement.
- M. The parties intend by this Agreement, that beginning with the 2022 Assessment Roll, for all tax rate areas identified in Exhibit A, the parties will share equally the County's future annual tax increment, as that term is defined in Section 98 of the Revenue and Taxation Code.
- N. The parties intend to share equally the annual tax increment, for all future annexations which are not specifically excluded by this Agreement, that occur after the effective date of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the City and County hereby agree as follows:

AGREEMENT

Section 1. Recitals. The recitals above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement. In the event of any inconsistency between the Recitals and Sections 1 through 12 of this Agreement, Sections 1 through 12 shall prevail.

Section 2. Definitions.

(a) "1996 Agreement" shall mean the Master Property Tax Sharing Agreement entered into between the City and the County effective May 13, 1996, for the purpose of adjusting the allocation of property tax revenue pursuant to Section 99 of the Revenue and Taxation Code upon a change of organization and its Amendment No. 1 of 2006.

(b) “Annexation” shall mean the inclusion, attachment, or addition of territory to the City pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

(c) “Ad Valorem Property Tax” shall mean the tax imposed on real and tangible personal property based upon the value of the property.

(d) “Base Property Tax Year” shall mean the tax year immediately preceding the year in which the State Board of Equalization recognized and notifies the County Auditor-Controller of the Annexation.

(e) “Educational Revenue Augmentation Fund” or “ERAF” shall mean a requirement of the County Auditor-Controller to shift a certain percentage of annual allocations of local property tax revenues from counties, cities, and special districts to a specified fund which is utilized by the State of California to reduce its financial obligation to public schools and help meet its minimum state funding requirements pursuant to Proposition 98.

(f) “Incremental Property Tax Revenue” shall mean the total amount of property tax revenue increase or decrease computed from the assessed valuation over the Base Property Tax Year. [reference Revenue and Taxation Code Section 96.5]

(g) “Tax Rate Area” shall have the same meaning as defined in Revenue and Taxation Code section 95(g)(1).

Section 3. Reporting. From and after the first fiscal year following the effective date of each Annexation, County Auditor-Controller will report, as part of the regular AB 8 report process, to the City Manager and to the County Executive Office the calculation and the actual amount of the Ad Valorem Property Tax revenue available for allocation and distribution pursuant to this Agreement. After provision of this report, either party may request to meet and confer with the other party to review the annual report.

Section 4. Allocation of Ad Valorem Property Tax Revenue for New Annexations. When a jurisdictional change occurs, the Ad Valorem Property Tax revenue attributable to the territory Annexed to the City, for all land use types, shall be adjusted in the following manner:

(a) For Annexations other than County unincorporated islands or properties identified in Exhibit B, County shall retain its one hundred percent (100%) share of the Ad Valorem Property Tax revenue attributable to the Base Property Tax Year amount. After Annexation, the annexing City shall receive a fifty percent (50%) share of the County’s Incremental Property Tax Revenue. County shall retain the remaining fifty percent (50%) share of the County’s Incremental Property Tax Revenue.

(b) Where an Annexation includes land served by a special district, City shall receive the entire amount of the Ad Valorem Property Tax allocated to the special district upon the detachment of the annexed territory from the special district or the dissolution of the special district.

(c) Except as set forth in subsection (d) below, for any Annexation effecting an unincorporated County island or listed in Exhibit B, the annexing City shall meet and confer with County to determine the allocation of the Ad Valorem Property Tax revenue of the unincorporated County island when each such island is considered for Annexation.

(d) For an Annexation requested or initiated by County or required by state or federal law pertaining to, in whole or part, any unincorporated County island or disadvantaged community, the annexing City shall meet and confer with County to determine the allocation of the Ad Valorem Property Tax revenue of the unincorporated County area considered for Annexation.

The provisions of this Section 4 shall survive and remain in effect following any termination of this Agreement, i.e., there will be no reversion back to the 1996 Agreement tax sharing rates.

Section 5. Allocation of Incremental Property Tax Revenue. Beginning with the property assessments included in the 2022 Assessment Roll based on property values established as of January 1, 2022, and delivered by the County Assessor to the County Auditor-Controller by July 1, 2022, the County's Incremental Property Tax Revenue for all Tax Rate Areas identified in Exhibit A, shall be shared evenly between City and County: fifty percent (50%) to City and fifty percent (50%) to County. The County's Incremental Property Tax Revenue sharing established under this Section 5 is calculated prior to any property tax revenue shift for ERAF. This Section 5 is prospective only and shall begin being applied by the County Auditor-Controller when property tax revenues are distributed during Fiscal Year 2022/2023. An example of the calculation performed by the Auditor-Controller to implement this agreement is attached as Exhibit C.

The provisions of this Section 5 shall survive and remain in effect following any termination of this Agreement, i.e., there will be no reversion back to the 1996 Agreement tax sharing rates.

Section 6. Adjustment of Appropriation Limit. Pursuant to Section 3(b) of Article XIII of the Constitution of the State of California, City shall increase its appropriation limit by the amount of Ad Valorem Property Tax revenue received after the adjustment provided for in Section 4 is completed. County shall decrease its appropriation limit by the amount of Ad Valorem Property Tax revenue that is transferred to City. It is also expected that any special district will decrease its appropriation limit by the amount of Ad Valorem Property Tax revenue it has had transferred to City upon detachment or dissolution.

Section 7. Additional Property Tax Agreement Discussions. County agrees to continue to meet and confer with City to address alternatives models of Ad Valorem Property Tax distribution to lessen the impact of ERAF.

Section 8. Term of This Agreement. The term of this Agreement shall commence as of the Effective Date and continue thereafter until one of the parties terminates this Agreement. Any party may terminate this Agreement by formal action upon no less than 60 days' notice and termination shall be effective on the first day of July following service of the notice of termination.

Section 9. Modification This Agreement constitutes the entire agreement between the Parties hereto. To be effective, any amendment, modification, or revision of this Agreement must be a writing duly authorized and signed by both Parties.

Section 10. Entire Agreement With respect to the subject matter hereof only, this Agreement replaces and supersedes the 1996 Agreement, as well as any and all previous negotiations, proposals, commitments, writings, and understanding of any nature whatsoever between County and City.

Section 11. Notices Any notice or communication required hereunder between the parties must be in writing, and may be given either personally, by electronic mail ("email") (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by email transmission, a notice or communication shall be deemed to have been given and received upon actual receipt of the entire document by the receiving party's email server. Notices transmitted by email after 5:00 p.m. on a normal business day, or on a Saturday, Sunday or holiday, shall be deemed to have been given and received on the next normal business day; if given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

County of Stanislaus
Chief Executive Officer
County Counsel
County of Stanislaus
1010 Tenth Street, Suite 6800
Modesto, CA 95354

City of Hughson
City Manager
City Attorney
City of Hughson
P.O. Box 9
Hughson, CA 95326

Section 12. General Provisions

(a) *Governing Law.* The validity, interpretation and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California.

(b) *Venue.* Venue for all legal proceedings shall be in the Superior Court for the County of Stanislaus.

(c) *Severability.* This Agreement shall automatically terminate if this Agreement, in its entirety, is determined by a court of competent jurisdiction to be invalid or unenforceable. If any discrete provision of this Agreement shall be determined by such court to be invalid and unenforceable, or if any discrete provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(d) *Waiver.* A waiver by any Party of any breach of any term, covenant, or condition herein contained or a waiver of any right or remedy of such Party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(e) *Captions.* The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

(f) *Mandatory and Permissive.* “Shall” and “will” and “agrees” are mandatory. “May” or “can” are permissive.

(g) *Successors and Assigns.* All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the Parties hereto, shall be binding upon an inure to the benefit of such Party, its successors, and assigns. The Parties warrant and represent that they have the right and authority to execute this Agreement and that they have not assigned or transferred, or purported to assign or transfer, to any person or entity this Agreement or any portion thereof. The Parties shall not assign or transfer this Agreement without the written consent of the other Party.

(h) *Counterparts.* This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(i) *Other Documents.* The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and, to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to the fulfill the purposes and intentions of this Agreement.

(j) *Authority.* The signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement on behalf of their respective Party, and all formal requirements necessary or required to enter into this Agreement have been fulfilled.

(k) *Document Preparation.* This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

(l) *Advice of Legal Counsel.* Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement.

(m) *No Joint Venture.* Neither this Agreement, nor payment, shall constitute or create any form of association, joint venture, partnership, or cooperative activity, of any nature whatever, for any purpose between the City and the County.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

COUNTY OF STANISLAUS

CITY OF HUGHSON

By: _____
Jody L. Hayes
Chief Executive Officer

"County"

By: _____
Merry Mayhew
City Manager

"City"

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

APPROVED AS TO FORM:

By: _____
Thomas E. Boze
County Counsel

By: _____
Dan Schroeder
Hughson City Attorney

Authorized by Resolution No.2022-0298
Adopted June 14, 2022, by the
Stanislaus County Board of Supervisors

Authorized by Resolution No.
Adopted _____,2022, by the
Hughson City Council

EXHIBIT A

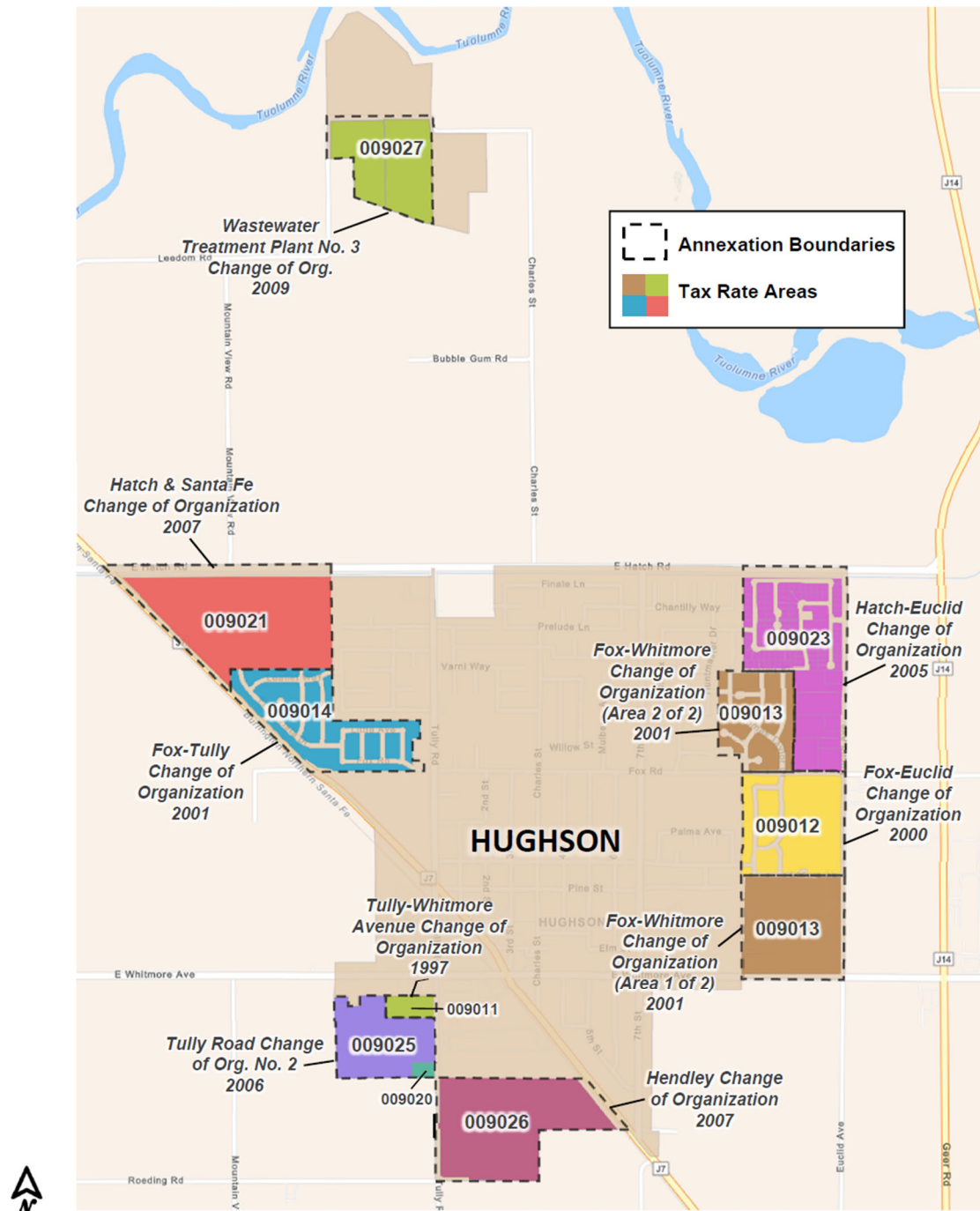
<u>Annexation</u>	<u>Annexation Date</u>	<u>Tax Rate Area</u>	<u>Board of Equalization Roll Year</u>
1. Tully-Whitmore Avenue Change of Organization	01/02/1997	009-011**	1998/1999
2. Fox-Euclid Change of Organization	04/03/2000	009-012	2001/2002
3. Fox-Whitmore Change of Organization (Area 1 of 2)	05/30/2001	009-013	2002/2003
4. Fox-Whitmore Change of Organization (Area 2 of 2)	05/30/2001	009-013	2002/2003
5. Fox-Tully Change of Organization	05/30/2001	009-014	2002/2003
6. Hatch-Euclid Change of Organization	06/10/2005	009-023**	2008/2009
7. Tully Road Change of Org. No. 2*	01/30/2006	009-020 009-025**	2007/2008
8. Hatch & Santa Fe Change of Organization	05/10/2007	009-021	2008/2009
9. Hendley Change of Organization 1	2/19/2007	009-026	2009/2010
10. Wastewater Treatment Plant No. 3 Change of Org.	11/18/2009	009-027	2010/2011

* Separate Tax-Sharing Agreement Used for Annexation Area

** Redevelopment Areas as Identified by State Board of Equalization

HUGHSON

Areas Annexed Subsequent to the 1996 Master Property Tax Share Agreement



Source: Stanislaus County ITC-GIS, Stanislaus County Auditor, Stanislaus LAFCO, June 2022

EXHIBIT B

THERE ARE NO AREAS EXCEPTED FROM THIS AGREEMENT

Annexation Property Tax Sharing Allocation Example:

Following is an example of a Tax Rate Area with a **\$10 million base valuation** and **10% cumulative valuation increase**.

Component	STEP 1		STEP 2		STEP 3		STEP 4		
	AB 8 % ¹	Property Valuation Base Year Year 1 Fwd Cumulative Increase	Pre ERAF 50/50 Split	Adj Growth Distribution	Post Eraf ERAF % ²	ERAF Shift	Final Growth Distribution	% of Final Distribution	
Assessed Valuation General Tax Rate Tax Increase County Share ¹ City Share ¹ School & Special Districts Share ERAF Share ²									
		10%							
		\$ 10,000,000	\$ 1,000,000						
		1%							
		\$ 10,000							
		Distribution							
	28.3%	\$ 2,830	-50%	\$ (1,415)	\$ 1,415	-55.0%	\$ (778)	\$ 637	6.4%
	4.3%	\$ 430	50%	\$ 1,415	\$ 1,845	-26.0%	\$ (480)	\$ 1,365	13.7%
	67.4%	\$ 6,740		\$ 6,740			\$ 6,740	67.4%	
	100.0%	\$ 10,000		\$ 10,000		\$ 1,258	\$ 1,258	12.6%	
						\$ -	\$ 10,000		

Final Average Net Impact per \$1,000,000 in Valuation Growth		
	50/50 \$	%
County	\$ 637	31.8%
City	\$ 1,365	68.2%
City/County Total	\$ 2,002	100.0%

¹ AB 8%'s is the amount of property tax each entity receives. City and County AB 8%'s are an average of the AB 8 %'s assigned to the annexed Tax Rate Areas (TRA)property tax sharing detailed analysis.

² ERAF (Educational Revenue Augmentation Fund) City shift @ 26.0% and County @ 55.0% (County Fund 8999 distribution includes property tax revenue in lieu of Vehicle License Fee revenue for Cities & County).



Est. November 28, 1972

Property Tax Sharing Agreement

July 11, 2022

Property Tax Allocation in Stanislaus County

City Share	5.7%
County Share	12.0%
Schools/Colleges Share	72.6%
Other Districts Share	9.7%

Educational Revenue Augmentation Fund (ERAF)

1990s – The State Legislature redirected significant portions of property tax to an ERAF Fund.

County – 55% of Property Tax is allocated to ERAF Fund

City – 26% of Property Tax is allocated to ERAF Fund

1996 Master Property Tax Agreement City of Hughson and Stanislaus County

- County retains base funding
- Tax increment (increase in value) split:
 - 70% County
 - 30% City

ERAF Impact

Under the 1996 Property Tax Sharing Agreement
For every \$1 Million in growth:

- Cities net on average \$946 (51.5% to Cities)
- Counties net \$891 (48.5% to County)

Growth Since 1996 Agreement

- Base Value in 1996 - \$266.6 million
- Combined value as of FY 21-22 - \$6.2 billion

Proposed Agreement

- Effective with the 2022 Assessment Roll
(property values as of January 1, 2022)
- Continues until one of the party terminates
- General applies to properties annexed following the effective date of the 1996 Agreement
- County continues to retain all base property tax revenue
- Revenue growth for identified properties will be shared evenly 50% / 50% (pre-ERAF)
- Net of ERAF, the division of property tax is approximately 68% City and 32% County

70/30 Agreement vs. 50/50 Proposal

Final Average Net Impact per \$1,000,000 in Valuation
Growth

	70/30		50/50	
	\$	%	\$	%
City	\$ 946	51%	\$ 1,365	68%
County	\$ 891	49%	\$ 637	32%
	<u>\$1,837</u>		<u>\$ 2,002</u>	

Fiscal Impact

- Increases City share of growth from 30% to 50%
- On average, over the last five years, the Proposed Agreement would have increased the City of Hughson's Property Tax revenue by an average of \$57,274 per year (\$286,368 over the five-year period)

Fiscal Impact Modeling

Replacing 70/30 Property Tax Growth Sharing Agreement
with 50/50 Sharing Model

Includes Annexed Properties in the existing 1996 Agreement
5-year Analysis (FY17/18 through FY 21/22)

All \$ are Post-ERAF

	5		4		3		2		1		POST ERAF PRIOR 5-YEARS	
ANNEXATIONS PERTINENT TO:	17/18 COUNTY	17/18 CITY	18/19 COUNTY	18/19 CITY	19/20 COUNTY	19/20 CITY	20/21 COUNTY	20/21 CITY	21/22 COUNTY	21/22 CITY	COUNTY	CITY
CERES	\$ (122,541)	\$ 196,896	\$ (127,181)	\$ 204,350	\$ (134,906)	\$ 216,763	\$ (139,221)	\$ 223,697	\$ (148,257)	\$ 238,215	\$ (672,106)	\$ 1,079,921
HUGHSON	(29,267)	50,853	(30,854)	53,611	(32,734)	56,878	(34,470)	59,894	(37,484)	65,132	(164,809)	286,368
MODESTO	(112,218)	190,678	(123,299)	209,506	(135,449)	230,150	(145,839)	247,804	(160,451)	272,634	(677,256)	1,150,772
NEWMAN	(61,750)	100,654	(69,747)	113,690	(75,741)	123,461	(82,901)	135,131	(86,602)	141,164	(376,741)	614,100
OAKDALE	(140,402)	214,902	(154,629)	236,679	(166,138)	254,295	(171,842)	263,025	(182,340)	279,094	(815,351)	1,247,995
PATTERSON	(178,348)	279,843	(191,998)	301,260	(213,935)	335,681	(225,235)	353,411	(237,077)	371,993	(1,046,593)	1,642,188
RIVERBANK	(183,901)	295,420	(191,950)	308,350	(199,987)	321,260	(207,639)	333,553	(221,467)	355,767	(1,004,944)	1,614,350
TURLOCK	(273,679)	457,175	(304,583)	508,800	(316,635)	528,933	(343,134)	573,199	(359,703)	600,877	(1,597,734)	2,668,984
WATERFORD	(556)	962	(717)	1,241	(784)	1,356	(838)	1,451	(918)	1,589	(3,813)	6,599
TOTALS	\$ (1,102,662)	\$ 1,787,383	\$ (1,194,958)	\$ 1,937,487	\$ (1,276,309)	\$ 2,068,777	\$ (1,351,119)	\$ 2,191,165	\$ (1,434,299)	\$ 2,326,465	\$ (6,359,347)	\$ 10,311,277

Fiscal Impact - Regionally

On average over the last five years, shifting the current sharing formula from 70/30 to 50/50 would have provided an additional \$790,386 in funding available to the Stanislaus region.

Growth Since 1996 Agreement

- Base Value in 1996 - \$266.6 million
- Combined value as of FY 21-22 - \$6.2 billion

City of Hughson

Areas Annexed Subsequent to 1996 Agreement



Timeline

- Cities who wish to sign the Agreement must do so by July 20, 2022, to be effective for FY 2022-2023.
- Should a City not sign by July 20, 2022, the next chance to take advantage of the Proposed Agreement would be FY 2023-2024.

Recommendations

- Adopt Resolution No. 2022-34, approving the Master Property Tax Revenue Agreement between Stanislaus County and the City of Hughson.
- Authorize the City Manager to execute the Agreement, inclusive of edits by the City Attorney.

Questions?