



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

AGENDA

MONDAY, DECEMBER 13, 2021 – 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=m87bbf12196a815a1d610d14d97aae077>

Meeting Number: 2550 564 4767 Password: fQAfwvFV334 (37239838 from phones and video systems)

Interactive attendees may submit public comment via WebEx when invited during the meeting.

- Observe only via YouTube live, by accessing this link:
https://www.youtube.com/channel/UC-PwkdlrKoMmOJDzBSodu6A?view_as=subscriber
- In addition, recorded City Council meetings are posted on the City's website the first business day following the meeting. Recorded videos can be accessed with the following link:
<http://hughson.org/our-government/city-council/#council-agenda>

How to submit written Public Comment:

- Email will be available prior to 5:00 PM on December 13, 2021, to provide public comment for the Public Comment Period, or for a specific agenda item. Please email agose@hughson.org. Written comment will be distributed to the City Council and kept on file as part of official record of the Council meeting.

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 January 9, 2022, as National Law Enforcement Appreciation Day.

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 November 22, 2021.

3.2: Approve the Warrants Register.

3.3: Approve the 2022 City Council Meeting Calendar.

3.4: Approve the 2022 City Council Appointments to Boards and Committees.

- 3.5:** Appoint Kevin Cloherty, Brian Evans, and Warren Kennedy to the Planning Commission.
- 3.6:** Adopt Resolution No. 2021-41, Finding There Remains a Reasonable Relationship Between Current Needs for the City's Development Impact Fees and the Purposes for Which They Were Originally Charged (Government Code Section 66000 et. Seq.) Related to the City's Annual Report on Development Impact Fees for the Fiscal Year Ended June 30, 2021.
- 3.7:** Adopt Resolution No. 2021-42, Approving the Memorandum of Understanding with the Stanislaus County Sheriff's Department to Lease Four Automated License Plate Reader Camera Systems and Authorizing the City Manager to Execute the Memorandum of Understanding.
- 3.8:** Adopt Resolution No. 2021-43, Approving the Agreement with Turlock Irrigation District, Consenting to Common Use for Parkwood Canal Crossing and Authorizing the Mayor to Execute the Agreement.
- 3.9:** Adopt Resolution No. 2021-44, Awarding a Contract for the Annual Striping of the City of Hughson Streets, by Fineline Striping, for a Period of Three Years, in the Amount of \$104,707, and the Installation of Traffic Calming Measures on 7th Street.

ADJOURN TO THE CITY OF HUGHSON SUCCESSOR AGENCY TO THE CITY OF HUGHSON REDEVELOPMENT AGENCY MEETING

RECONVENE TO THE CITY OF HUGHSON CITY COUNCIL MEETING

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

6. NEW BUSINESS: NONE.

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager:

Deputy City Clerk:

Community Development Director:

Director of Finance and Administrative Services:

Police Services:

City Attorney:

Student Representative:

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

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

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

9.1: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: In the Matter of the Appeal of the Membership
Determination of: Linda Abid-Cummings, OAH Case No. 2020090772,
Office of Administrative Hearings.

9.2: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: In the Matter of the Appeal of the Membership
Determination of: Margaret M. Souza, OAH Case No. 2020090931,
Office of Administrative Hearings.

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

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.

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).

UPCOMING EVENTS:

December 14	<ul style="list-style-type: none"> ▪ Parks, Recreation and Entertainment Commission Meeting, City Council Chambers/YouTube Live Stream/WebEx Videoconference, 6:00 PM
December 21	<ul style="list-style-type: none"> ▪ Planning Commission Meeting, City Council Chambers/YouTube Live Stream/WebEx Videoconference, 6:00 PM
December 27	<ul style="list-style-type: none"> ▪ City Council Meeting - Cancelled
December 24 – January 2	<ul style="list-style-type: none"> ▪ Holiday Closure – City Hall Closed
January 10	<ul style="list-style-type: none"> ▪ City Council Meeting, City Council Chambers/YouTube Live Stream/WebEx Videoconference, 6:00 PM

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

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

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

AFFIDAVIT OF POSTING

DATE: December 10, 2021 **TIME:** 3:00 PM
NAME: Ashton Gose **TITLE:** Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 2.1

SECTION 2: PRESENTATIONS

Meeting Date: December 13, 2021
Subject: Proclaim January 9, 2022, as National Law Enforcement Appreciation Day
Presented By: Ashton Gose, Deputy City Clerk

Approved By: Merry Mayhew

Staff Recommendation:

Proclaim January 9, 2022, as National Law Enforcement Appreciation Day.

Background and Overview:

National Law Enforcement Appreciation Day is a day of recognition that falls on January 9th each year. National Law Enforcement Appreciation Day provides an opportunity for community members to come together and show appreciation for their local law enforcement. It is a day in which citizens can take the time to show police officers that their work is appreciated and that they understand how difficult their job can be. National Law Enforcement Appreciation Day is a day to recognize the men and women that have dedicated their law enforcement careers to promoting safety in our communities.

Fiscal Impact:

There is no fiscal impact associated with this item.



Proclamation
National Law Enforcement Appreciation Day
January 9, 2022

WHEREAS, the health and safety of all Hughson residents is important to the happiness, prosperity and well-being of our families and communities; and

WHEREAS, the members of the law enforcement agency of the Stanislaus County Sheriff's Department play an essential role in safeguarding the rights and freedoms of the citizens of the City of Hughson; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, we appreciate the extraordinary efforts and sacrifices made by officers and their family members on a daily basis in order to protect our schools, workplaces, roadways, homes, and visitors; and

WHEREAS, the City of Hughson, with the partnership of other organizations will now promote National Law Enforcement Appreciation Day each year to show law enforcement officers that citizens recognize the difficult career they have chosen in public service to us all.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council that we recognize and extend appreciation to our dedicated and skilled law enforcement officers and hereby proclaim January 9, 2022 as "National Law Enforcement Appreciation Day".

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Hughson to be affixed this 13th day of December 2021.

GEORGE CARR, Mayor



CITY COUNCIL AGENDA ITEM NO. 3.1

SECTION 3: CONSENT CALENDAR

Meeting Date: December 13, 2021
Subject: Approval of the City Council Minutes
Presented By: Ashton Gose, Deputy City Clerk

Approved By: Merry Mayken

Staff Recommendation:

Approve the Minutes of the Regular Meeting of November 22, 2021.

Background and Overview:

The draft minutes of the November 22, 2021 meeting are prepared for the Council's review.



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

**MINUTES
MONDAY, NOVEMBER 22, 2021 – 6:00 P.M.**

CALL TO ORDER: Mayor George Carr

ROLL CALL:

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

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

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 November 8, 2021.
- 3.2: Approve the Warrants Register.
- 3.3: Waive the Second Reading and Adopt Ordinance No. 2021-08, Amending Chapter 8.12 of Title 8 of the Hughson Municipal Code Titled "Refuse Collection," Including the Addition of Organic Waste Reduction and Methane Emission Requirements for the City to Comply with SB 1383 (2016).
- 3.4: Re-appoint Donya Nunes to the Parks, Recreation and Entertainment Commission.
- 3.5: Approve the Comments to be Submitted on Behalf of the City Council to the California Public Utilities Commission regarding the Pacific Gas and Electric Rate Increase.

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

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

4. UNFINISHED BUSINESS:

- 4.1: Adopt Resolution No. 2021-38, Authorizing the City Manager to Execute the Construction Installment Sale Agreement and Grant Amendment No. 3 for Well No. 7 Well Replacement and Arsenic Treatment with the California State Water Resources Control Board Under the Drinking Water State Revolving Fund Project No. 5010008-011C Agreement No. D16-02057 and to Enter into a Debt Obligation Repayment Schedule.

Director Nicholas presented the staff report on this item.

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

BAWANAN/BUCK 5-0-0-0 motion passes to adopt Resolution No. 2021-38, Authorizing the City Manager to Execute the Construction Installment

Sale Agreement and Grant Amendment No. 3 for Well No. 7 Well Replacement and Arsenic Treatment with the California State Water Resources Control Board Under the Drinking Water State Revolving Fund Project No. 5010008-011C Agreement No. D16-02057 and to Enter into a Debt Obligation Repayment Schedule, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

5.1: Conduct Proposition 218 Public Hearing on proposed Solid Waste Rate Increase and Adopt Resolution No. 2021-39, Declaring the Results of the Proposition 218 Protest Proceeding Public Hearing and Adopting Solid Waste Rates Effective January 1, 2021.

- a. Review Procedure
- b. Presentation of Rate Proposal
- c. Open Public Hearing
- d. Final Request for Written Objections
- e. Close Public Hearing
- f. Recess to Tally Objections Received
- g. Adopt Resolution No. 2021-39 Declaring the Results of the Proposition 218 Protest Proceeding Public Hearing and Adopting Solid Waste Rates Effective January 1, 2021.

City Manager Mayhew presented the staff report on this item. She also announced an amendment to Resolution No. 2021-39, changing the effective date from January 21, 2021, to January 1, 2022.

Mayor Carr opened the public hearing at 6:14 PM.

Michael Mitchell commented in opposition of the item.

Mayor Carr closed the public hearing at 6:22 PM.

RECESS CITY COUNCIL MEETING TO TALLY OBJECTIONS RECEIVED – 6:22 PM

RECONVENE CITY COUNCIL MEETING – 6:23 PM

Deputy City Clerk Gose announced that fourteen (14) total written objections were received by the close of the public hearing.

HILL/CARR 5-0-0-0 motion passes to adopt Resolution No. 2021-39, Declaring the Results of the Proposition 218 Protest Proceeding Public Hearing and Adopting Solid Waste Rates Effective January 1, 2022 (as amended), with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	AYE

6. NEW BUSINESS:

- 6.1:** Adopt Resolution No. 2021-40, Approving the Restated and Amended Franchise Agreement with Gilton Solid Waste Management, Inc. for Solid Waste Management and authorize the City Manager to Execute the Agreement, Effective Immediately.

City Manager Mayhew presented the staff report in this item.

Mayor Carr opened public comment at 6:33 PM. There was no public comment. Mayor Carr closed the public comment at 6:33 PM.

CARR/HILL 5-0-0-0 motion passes to adopt Resolution No. 2021-40, Approving the Restated and Amended Franchise Agreement with Gilton Solid Waste Management, Inc. for Solid Waste Management and authorize the City Manager to Execute the Agreement, Effective Immediately, 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 thanked Gilton Solid Waste Management for their partnership with the City. She wished the City Council, and staff a Happy Thanksgiving.

Deputy City Clerk:

Deputy City Clerk Gose reminded the Council that there are still two (2) vacancies on the Parks, Recreation and Entertainment Commission.

Community Development Director:

Director Wyse provided a brief update on new businesses within the City and on City projects.

Director of Finance and Administrative Services:

Director Nicholas wished the City Council, and staff a Happy Thanksgiving.

Police Services:

Chief Landeros provided the City Council with the latest Crime Statistic Report. He attended the Dennis Wallace Memorial on November 13, 2021. He also provided a brief update on a Community Academy being held in the City.

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

Councilmember Bawanan attended a Christmas Parade meeting. He provided information regarding the Christmas Parade on December 4, 2021. He attended a Hughson Ministerial Association breakfast on November 19, 2021. He attended the Annual United Samaritans Foundation Gala. He attended the Hughson 4-H Breakfast on November 21, 2021. He thanked staff, and Hughson Police Services for all their hard work, and wished all a happy thanksgiving.

Councilmember Rush attended the Dennis Wallace Memorial on November 13, 2021. He thanked Gilton Solid Waste Management for their partnership with the City. He also provided information on the Christmas event being held at the Hughson Arboretum on December 4, 2021.

Councilmember Buck attended the Veteran's Day Memorial on November 11, 2021. He attended the Dennis Wallace Memorial on November 13, 2021. He attended a West Turlock Subbasin GSA meeting on November 15, 2021. He attended a Hughson Economic Development Committee meeting on November 22, 2021. He thanked staff and Hughson Police Services for their hard work, and wished all a happy thanksgiving.

Mayor Pro Tem Hill attended a Hughson Economic Development Committee meeting on November 22, 2021. He wished all a happy thanksgiving.

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

Mayor Carr attended the Dennis Wallace Memorial on November 13, 2021. He attended the Hughson 4-H Breakfast on November 21, 2021. He thanked staff, and Hughson Police Services for their hard work, and wished all a happy thanksgiving.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

ADJOURNMENT:

HILL/BAWANAN 5-0-0-0 motion passes to adjourn the regular meeting of November 22, 2021, at 6:50 PM 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: December 13, 2021
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Anna Nicholas, Director of Finance

Approved By: Merry Mayhew

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 November 17, 2021, through December 8, 2021.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

Check Report

By Check Number

Date Range: 11/17/2021 - 12/08/2021

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: Payable Bank-Payable Bank							
00005	A&A PORTABLES, INC		11/22/2021	Regular	0.00	80.78	54685
114-12555137	Invoice	10/31/2021	Well 7 Fence Rental		0.00	80.78	
00049	ALLIED ADMINISTRATORS		11/22/2021	Regular	0.00	2,180.96	54686
INV0006145	Invoice	11/01/2021	DELTA DENTAL Dec		0.00	2,180.96	
01678	Alma Ramirez		11/22/2021	Regular	0.00	500.00	54687
INV0006108	Invoice	11/06/2021	Senior Center Rental Deposit Ramirez		0.00	500.00	
01603	Amazon Capital Services, Inc.		11/22/2021	Regular	0.00	29.26	54688
1NRL-PHCL-DPTM	Invoice	11/04/2021	OFFICE SUPPLIES		0.00	29.26	
01680	Cheryl Smith		11/22/2021	Regular	0.00	115.00	54689
INV0006111	Invoice	11/06/2021	Starn Park Rental Deposit Smith		0.00	115.00	
01680	Cheryl Smith		11/22/2021	Regular	0.00	-115.00	54689
00305	CITY OF HUGHSON		11/22/2021	Regular	0.00	4,603.93	54690
INV0006115	Invoice	11/01/2021	LLDS & STARN PARK - Nov		0.00	4,603.93	
00318	CNA SURETY		11/22/2021	Regular	0.00	186.00	54691
INV0006116	Invoice	11/15/2021	Bond 58231686		0.00	186.00	
01601	Colantuono, Highsmith & Whatley, PC		11/22/2021	Regular	0.00	247.00	54692
49766	Invoice	11/07/2021	Professional Services		0.00	247.00	
01570	CSG Consultants		11/22/2021	Regular	0.00	6,435.00	54693
39635	Invoice	10/08/2021	Contract Services Planning/Building		0.00	6,435.00	
00403	DEPT OF JUSTICE-STATE OF		11/22/2021	Regular	0.00	32.00	54694
544110	Invoice	11/03/2021	Professional Services		0.00	32.00	
01340	DIVISION OF THE STATE ARCHITECT		11/22/2021	Regular	0.00	7.60	54695
INV0006143	Invoice	11/08/2021	Disability Access & Education Fee 4th Qtr		0.00	7.60	
00463	EXPRESS PERSONNEL SERVICE		11/22/2021	Regular	0.00	912.00	54696
26289835	Invoice	11/03/2021	Extra Help- PW		0.00	912.00	
00474	FERGUSON ENTERPRISES, INC		11/22/2021	Regular	0.00	939.50	54697
1647181-2	Invoice	11/10/2021	Parts Inventory Blanket PO		0.00	939.50	
01539	Gateway Pacific Contractors, Inc.		11/22/2021	Regular	0.00	422,750.00	54698
INV0006114	Invoice	08/31/2021	Well 7 Replacement Phase IV Payment 7 (Bal...		0.00	422,750.00	
01539	Gateway Pacific Contractors, Inc.		11/22/2021	Regular	0.00	22,250.00	54699
INV0006113	Invoice	08/31/2021	Well 7 Replacement Phase IV Payment 7 (Re...		0.00	22,250.00	
01583	Hunt & Sons, Inc.		11/22/2021	Regular	0.00	1,618.12	54700
211034	Invoice	11/05/2021	Fuel		0.00	1,618.12	
01677	Juliana Ornelas		11/22/2021	Regular	0.00	500.00	54701
INV0006109	Invoice	11/06/2021	Starn Park Rental Refund Ornelas		0.00	500.00	
01679	Kreg Moore		11/22/2021	Regular	0.00	-100.00	54702
01679	Kreg Moore		11/22/2021	Regular	0.00	100.00	54702
INV0006110	Invoice	11/06/2021	Starn Park Rental Deposit Moore		0.00	100.00	
00755	MCR ENGINEERING, INC		11/22/2021	Regular	0.00	17,790.00	54703
16251	Invoice	08/25/2021	Well 7 Site Improvements		0.00	4,560.00	

Check Report

Date Range: 11/17/2021 - 12/08/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
16320	Invoice	10/06/2021	Well 7 Site Improvements	0.00	13,230.00	
01435	North Valley Labor Compliance Services	11/22/2021	Regular	0.00	712.50	54704
004834	Invoice	11/01/2021	Phase II Tank Construction	0.00	712.50	
00901	PREFERRED ALLIANCE, INC.	11/22/2021	Regular	0.00	165.98	54705
0170071-IN	Invoice	10/31/2021	OFF-SITE PARTICIPANT	0.00	165.98	
01000	SEEGER'S	11/22/2021	Regular	0.00	268.61	54706
0137629-IN	Invoice	11/09/2021	OFFICE SUPPLIES	0.00	268.61	
01040	STANISLAUS COUNTY SHERIFF	11/22/2021	Regular	0.00	108,011.34	54707
2122-HPS03	Invoice	10/21/2021	LAW ENFORCEMENT SERVICES- Sept	0.00	108,011.34	
01090	SUTTER HEALTH PLUS	11/22/2021	Regular	0.00	17,768.89	54708
1836186	Invoice	11/01/2021	MEDICAL INSURANCE- Dec	0.00	17,768.89	
01093	SYNAGRO WEST, LLC	11/22/2021	Regular	0.00	5,195.27	54709
25574	Invoice	11/01/2021	Sludge Disposal Blanket PO Oct	0.00	5,195.27	
01149	TURLOCK IRRIGATION DIST.	11/22/2021	Regular	0.00	31,242.02	54710
INV0006152	Invoice	10/18/2021	ELECTRIC OCT	0.00	31,242.02	
01206	WARDEN'S OFFICE	11/22/2021	Regular	0.00	446.75	54711
2066141-0	Invoice	11/09/2021	MISC OFFICE SUPPLIES	0.00	446.75	
01225	WILLDAN ENGINEERING	11/22/2021	Regular	0.00	33,742.97	54712
00335418	Invoice	10/20/2021	WHITMORE AVE SIDEWALK	0.00	435.00	
00335422	Invoice	10/20/2021	Parkwood	0.00	11,224.50	
00621932	Invoice	09/07/2021	Sewer Improvements Tully Rd 2nd St Whitm...	0.00	16,818.00	
00621937	Invoice	10/04/2021	Sewer Improvements Tully rd 2nd Whitmore...	0.00	5,265.47	
00032	AFLAC	12/06/2021	Regular	0.00	461.01	54713
022308	Invoice	12/01/2021	AFLAC	0.00	461.01	
01603	Amazon Capital Services, Inc.	12/06/2021	Regular	0.00	1,111.86	54714
13PK-XYLF-G61X	Invoice	11/24/2021	christmas tree ornaments	0.00	690.32	
19VC-PF66-1MY9	Invoice	11/24/2021	coffee	0.00	79.98	
1XDF-D7LV-XMX6	Invoice	11/15/2021	String Lights	0.00	341.56	
00094	AT&T MOBILITY	12/06/2021	Regular	0.00	473.12	54715
28730362160411...	Invoice	11/02/2021	PHONES	0.00	473.12	
00123	BAY ALARM CO	12/06/2021	Regular	0.00	199.50	54716
19043137	Invoice	11/24/2021	alarm service 11/21 - 2/22	0.00	199.50	
01682	Bertha Preciado	12/06/2021	Regular	0.00	100.00	54717
INV0006159	Invoice	11/14/2021	Starn Park Rental Deposit Preciado	0.00	100.00	
01680	Cheryl Smith	12/06/2021	Regular	0.00	115.00	54718
INV0006155	Invoice	11/06/2021	Starn Park Rental Deposit Smith	0.00	115.00	
00324	CODE PUBLISHING COMPANY	12/06/2021	Regular	0.00	491.50	54719
71512	Invoice	11/19/2021	Standard Web Hosting Annual Web Fees July...	0.00	400.00	
71548	Invoice	11/21/2021	MC- Web Update Ordinance: 2021-07	0.00	91.50	
01538	Colonial Life	12/06/2021	Regular	0.00	979.64	54720
54059071001002	Invoice	10/01/2021	Colonial Life October	0.00	489.82	
54059071101048	Invoice	11/01/2021	Colonial Life November	0.00	489.82	
01570	CSG Consultants	12/06/2021	Regular	0.00	5,667.90	54721
B211773	Invoice	11/01/2021	Contract Services Planning/Building	0.00	5,667.90	
01616	De Novo Planning Group	12/06/2021	Regular	0.00	38,432.50	54722
3201	Invoice	09/15/2021	Hughson General Plan Update	0.00	19,515.00	

Check Report

Date Range: 11/17/2021 - 12/08/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
3265	Invoice	11/10/2021	Hughson General Plan Update	0.00	18,917.50	
00463	EXPRESS PERSONNEL SERVICE	12/06/2021	Regular	0.00	912.00	54723
26322358	Invoice	11/10/2021	Extra Help- PW	0.00	912.00	
00464	EZ NETWORK SOLUTIONS	12/06/2021	Regular	0.00	4,837.74	54724
40481	Invoice	11/12/2021	IT SERVICES - September	0.00	473.89	
TS40541	Invoice	11/12/2021	IT SERVICES	0.00	4,363.85	
01683	Gary Miller	12/06/2021	Regular	0.00	200.00	54725
INV0006160	Invoice	11/13/2021	Starn Park Rental Deposit	0.00	200.00	
00528	GILTON SOLID WASTE MANAGE	12/06/2021	Regular	0.00	1,895.07	54726
HUGHSS-064	Invoice	11/30/2021	STREET SWEEPING	0.00	1,895.07	
00546	GRANITE TELECOMMUNICATION	12/06/2021	Regular	0.00	1,420.62	54727
INV0006157	Invoice	11/01/2021	PHONES	0.00	1,420.62	
01612	GreatAmerica Financial Svcs.	12/06/2021	Regular	0.00	358.92	54728
30390926	Invoice	11/01/2021	LEASE	0.00	358.92	
00682	KAISER FOUNDATION HEALTH	12/06/2021	Regular	0.00	4,704.28	54729
INV0006158	Invoice	10/25/2021	MEDICAL SERVICES- Dec 21	0.00	4,704.28	
01679	Kreg Moore	12/06/2021	Regular	0.00	100.00	54730
INV0006154	Invoice	11/06/2021	Starn Park Rental Depositi Moore	0.00	100.00	
00611	Mid Valley Publications	12/06/2021	Regular	0.00	110.08	54731
115737	Invoice	11/03/2021	11/22 Garbage Rate Public Hearing	0.00	110.08	
00824	NEUMILLER & BEARDSLEE	12/06/2021	Regular	0.00	19,803.50	54732
322376	Invoice	11/16/2021	LEGAL SERVICES	0.00	1,600.00	
322434	Invoice	11/16/2021	LEGAL SERVICES	0.00	18,203.50	
00906	PROVOST & PRITCHARD CONSU	12/06/2021	Regular	0.00	15,051.50	54733
88585	Invoice	11/12/2021	FEASIBILITY STUDY	0.00	15,051.50	
00914	QUICK N SAVE	12/06/2021	Regular	0.00	172.89	54734
1013742	Invoice	11/12/2021	Fuel	0.00	140.71	
1018168	Invoice	11/22/2021	Fuel	0.00	32.18	
00944	RESCUE ENGINEERS, INC	12/06/2021	Regular	0.00	28,271.88	54735
1395.7	Invoice	11/04/2021	Well 7 Replacement	0.00	28,271.88	
01509	Sanjay Prasad	12/06/2021	Regular	0.00	500.00	54736
INV0006194	Invoice	11/20/2021	Senior Center Rental Deposit Prasad	0.00	500.00	
01169	UNUM LIFE INSURANCE CO.	12/06/2021	Regular	0.00	642.06	54737
INV0006156	Invoice	11/09/2021	LIFE INSURANCE WITHHOLDING Dec 21	0.00	642.06	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	12/06/2021	Regular	0.00	270.12	54738
INV0006178	Invoice	12/01/2021	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	270.12	
00496	FRANCHISE TAX BOARD	12/06/2021	Regular	0.00	1,026.18	54739

Check Report

Date Range: 11/17/2021 - 12/08/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0006179	Invoice	12/01/2021	INCOME WITHHOLDING GARNISHMENT	0.00	1,026.18	

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	67	55	0.00	807,140.35
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-215.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	67	57	0.00	806,925.35

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	67	55	0.00	807,140.35
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-215.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	67	57	0.00	806,925.35

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	11/2021	678,616.48
999	POOLED CASH/CONSOLIDATED CASH	12/2021	128,308.87
			806,925.35



CITY COUNCIL AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: December 13, 2021
Subject: Approve the 2022 City Council Meeting Calendar
Presented By: Ashton Gose, Deputy City Clerk
Approved By: Merry Mayhew

Staff Recommendation:

Approve the 2022 City Council Meeting Calendar.

Background and Overview:

Per Hughson Municipal Code Section 2.04.010, the City Council shall meet regularly twice a month on the second and fourth Mondays, at the hour of 6:00 p.m. If a holiday falls on the second or fourth Monday, a regularly scheduled meeting would be moved to the following Tuesday. For the calendar year 2022, there are no holidays that fall on the second or fourth Mondays.

Fiscal Impact:

There is no fiscal impact associated with this item.



City of Hughson Meeting Calendar (2022)

January							February							March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5			1	2	3	4	5						1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28						27	28	29	30	31			24	25	26	27	28	29	30
30	31																										
May							June							July							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2		1	2	3	4	5	6
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31			
														31													
September							October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
S	M	T	W	T	F	S							1			1	2	3	4	5					1	2	3
				1	2	3	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
4	5	6	7	8	9	10	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
11	12	13	14	15	16	17	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
18	19	20	21	22	23	24	23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
25	26	27	28	29	30		30	31																			

■ City Council

Jan 17 Martin Luther King Jr. Day
Feb 11 Lincoln's Birthday (Observed)
Feb 21 Washington's Birthday

May 30 Memorial Day
Jul 4 Independence Day
Sept 5 Labor Day
Nov 11 Veteran's Day

Nov 24 Thanksgiving Day
Nov 25 Thanksgiving Friday
Dec 26 Christmas Day (Observed)



CITY COUNCIL AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: December 13, 2021
Subject: Approve the 2022 City Council Appointments to Boards and Committees
Presented By: Ashton Gose, Deputy City Clerk

Approved By: Merry Mayhew

Staff Recommendation:

Review the proposed 2022 City Council Boards and Committees Appointments Listing, make any necessary changes, and approve the appointments of selected Council Members to serve on the 2022 City Council Boards and Committees.

Background and Overview:

The City Council's participation in various Boards and Committees within the City and Stanislaus County is very beneficial to the City and the Citizens of Hughson.

Per Government Code Section 40605, the Mayor with the approval of the City Council shall make all appointments to boards, commissions, and committees. Discussion among the Council is encouraged to finalize the listing and appropriately place Councilmembers in Boards and Committees of their interest. Upon approval of the 2022 listing, the Deputy City Clerk will amend as approved and send the 2022 City Council Appointments to Boards and Committees to each of the Boards and Committees listed, so they may update their contacts.

These appointments will become effective January 1, 2022, and will remain effective until December 31, 2022, unless otherwise acted upon by the City Council.

Fiscal Impact:

There is no fiscal impact associated with this item.



City Council Boards & Committees Appointments

January 1, 2022-December 31, 2022

2+2 Committee School District: Quarterly	Ramon Bawanan Michael Buck
Hughson Sports & Fitness Complex Steering Committee – Once Monthly	Sam Rush
2+2 Fire District Committee: Every Other Month	Harold Hill George Carr
Budget & Finance Subcommittee: As needed – 3 to 4 times per year	Ramon Bawanan George Carr
Economic Development Committee: 4 th Monday of Each Month	Harold Hill Michael Buck Sam Rush (Alt)
Southeast Stanislaus Hughson Family Resource Center Advisory Board: Once Monthly	George Carr
Sierra Vista Children & Family Board: Once Monthly	VACANCY
League of California Cities Executive Committee: Quarterly – Or as Needed	George Carr Harold Hill (Alt)
San Joaquin Valley Air Pollution Control District Committee: As Needed	Sam Rush Michael Buck (Alt)
Stanislaus Council of Governments (StanCOG) Board of Directors: 3 rd Wednesday of Each Month	George Carr Harold Hill (Alt)
Stanislaus County Disaster Council: Once A Year or As Needed	Harold Hill Sam Rush (Alt)
Stanislaus County Local Task Force on Solid Waste: Quarterly	Sam Rush Michael Buck (Alt)
Stanislaus Economic Development Action Committee (EDAC): 2 Times Per Year	Harold Hill Sam Rush (Alt)
JPA – West Turlock Subbasin Groundwater Sustainability Agency - Quarterly	Michael Buck Sam Rush (Alt)
Turlock Mosquito Abatement District	Michael Ann Mitchell



CITY COUNCIL AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: December 13, 2021
Subject: Consideration to Appoint Three Candidates to the Planning Commission
Enclosures: Planning Commission Applications:
Kevin Cloherty
Brian Evans
Warren Kennedy
Presented By: Ashton Gose, Deputy City Clerk
Approval: Merry Mayhew

Staff Recommendation:

Appoint Kevin Cloherty, Brian Evans, and Warren Kennedy to the Planning Commission.

Background and Overview:

The Hughson Planning Commission consists of five members appointed by the Mayor, with a majority of the City Council, to alternating two-year terms. Currently, there are three (3) scheduled vacancies for the Planning Commission, for terms set to expire on December 31, 2021. City staff advertised these vacancies and allowed for applications with a filing deadline of October 29, 2021. Three (3) applications were received by the filing deadline.

Incumbents Kevin Cloherty, and Brian Evans, and new applicant Warren Kennedy, have expressed interest to serve on the Planning Commission by means of the application process. If each are appointed, their term will begin on January 1, 2022 and expire on December 31, 2023.

City staff conferred with Mayor George Carr after the application deadline regarding the recommendation to re-appoint the incumbents and appoint the new applicant. Mayor Carr agreed with the recommendation and asked staff to present the item to the City Council for a majority vote.

At this time, the City Council has the opportunity to discuss these applications, ask the applicants questions if necessary, and ultimately appoint the applicants with a majority vote. To do so, the item would need to be pulled from the Consent Calendar by a member of the City Council.

Fiscal Impact:

Per the Hughson Municipal Code, Hughson Planning Commissioners are compensated \$50 per meeting attended and reimbursement of necessary travel and other expenses incurred by the performance of their official duties. The City's annual budget includes funding for this commitment.

RECEIVED

OCT 11 2021

City Clerk's Office
City of Hughson



CITY OF HUGHSON
APPLICATION FOR PLANNING COMMISSION

NAME: Kevin Cloberty

HOME ADDRESS: [REDACTED] Hughson, CA 95326

DO YOU LIVE WITHIN CITY LIMITS? YES ☒ NO ☐

EMAIL: [REDACTED]

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

ARE YOU RELATED TO CURRENT CITY EMPLOYEES? YES ☐ NO ☒

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

OCCUPATION: Retired

BUSINESS ADDRESS:

EDUCATION (HIGHEST SCHOOL YEAR, DEGREES, ETC.): BA Journalism Humboldt State University, Arcata, CA

*EMPLOYMENT HIGHLIGHTS (Please submit resume) - on record with City of Hughson

PRIOR PUBLIC SERVICE (IF ANY): Planning Commissioner - City of Hughson - Since December 2017

PRESENT AND PAST COMMUNITY ACTIVITIES

(PLEASE DO NOT LIST PARTISAN POLITICAL ACTIVITIES): Neighborhood coordinator of multiple National Night Out activities, member of Hughson's Building Better Communities Committee.

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

Developing business with a variety of options for the benefit of residents and the economic health of the city. Maintaining steady, controlled growth of the city to accommodate the demand for housing in the city. Providing residents with strong leadership to maintain the high level of service we have in place.

SIGNATURE: [Signature]

DATE: 10/11/21

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

DEADLINE FOR FILING - October 29, 2021 by 5:00 PM

CANDIDATE'S STATEMENT

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

My name is Kevin Claherty

I have been fortunate to have served as a Planning Commissioner since December 2017. I would appreciate the opportunity to continue to serve the City of Hughson in another term. My prior service and experience will be beneficial as the city continues to develop and improve the growth of Hughson.

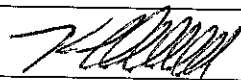
We have a wonderful community that provides excellent services and benefits to its residents. While we do not yet have a population large enough to attract a supermarket, we do have a nice array of restaurants and service-oriented businesses for residents so that we don't have to leave the city for every need. With proper planning over time we should become even more desirable as an option for more residents who might then attract a supermarket.

Hughson has a small-town atmosphere and residents strongly support our excellent schools, volunteer fire department, National Night Out, extracurricular activities and churches.

We have devoted city employees who strive to provide residents with complete and prompt, reliable services. We have dedicated leadership and conscientious elected officials who work hard to keep Hughson in compliance with laws, mandates and regulations.

My hope is to be re-appointed as Planning Commissioner so that I may play a role in making Hughson even better.

DATE 10/11/21



SIGNATURE



RECEIVED

OCT 18 2021
Chase
City Clerk's Office
City of Hughson

**CITY OF HUGHSON
APPLICATION FOR PLANNING COMMISSION**

NAME: Brian G. Evans

HOME ADDRESS: [REDACTED] y Hughson, CA 95326

DO YOU LIVE WITHIN CITY LIMITS? YES ☒ NO ☐

EMAIL: [REDACTED]

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

ARE YOU RELATED TO CURRENT CITY EMPLOYEES? YES ☐ NO ☒

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

OCCUPATION: Contract Administrator for Teichert Construction

BUSINESS ADDRESS: [REDACTED]

EDUCATION (HIGHEST SCHOOL YEAR, DEGREES, ETC.): MBA

*EMPLOYMENT HIGHLIGHTS (Please submit resume)

PRIOR PUBLIC SERVICE (IF ANY): Please see attached resume.

PRESENT AND PAST COMMUNITY ACTIVITIES

(PLEASE DO NOT LIST PARTISAN POLITICAL ACTIVITIES): Served as a Planning Commissioner for the past five years for the City of Hughson.

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

Served in various leadership roles for the Boy Scouts of America Troop 27 in the City of Hughson.

SIGNATURE: *Brian G. Evans*

DATE: 10-18-2021

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

DEADLINE FOR FILING – October 29, 2021 by 5:00 PM

CANDIDATE'S STATEMENT

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

My name is Brian Evans and it has been an honor to serve the Community of Hughson as a member of the planning commission for the past five years. I feel that my time as a Commissioner and my experience in both construction and in contracts are valuable skills that both the City of Hughson and the Planning Commission benefit from. Like the City Council each Commissioner serves at the pleasure of the community. Therefore, to continue to serve my community and the City Council, I would respectfully request that my application for Planning Commissioner be considered for reappointment to this invaluable commission. My hope is to continue to serve my community and one day become a City Council Member.

DATE 10-18-2021

Brian Evans

SIGNATURE

Brian G. Evans, BS Business Management


1500 Main Street, Hughson, CA 95326

Cell: [REDACTED]

OBJECTIVE:

I have over 20 years of business experience. This experience is a combination of both real life business education and traditional education. To further my experience and qualification I attended Humphrey School of Law for two years where my understanding regarding current business laws and/or statutes were expanded. During that time my particular focus was Contract Law. These skills have assisted me in contract negotiation and contract compliance. Currently I am completing an MBA with Western Governor University and expected to complete that program October 2017.. The combination of skills/education would allow me to perform the necessary duties and provide your organization with the professionalism it expects and deserves.

EXPERIENCES:

- **Accounting:**
 - A/P & A/R
 - G/L & P/L statements
 - Taxes
 - Sales/Use Tax
 - Social Security
 - Payroll
 - JD Edwards
 - Oracle
- **Contract:**
 - Contract Negotiations
 - Contract Administration
- **Notary:**
- **Federal / State Regulatory Reporting:**
 - Cal-OSHA & MSHA
- **Network / Software:**
 - 
 - Excel
 - Access
 - Word
 - PowerPoint
 - Outlook
- **Additional Skills:**
 - Type 45-50 WPM
 - Experienced Public Speaking

EDUCATION:

2015 – 2018 **Master of Business Administration (MBA)** Western Governor University: **Graduated 2018**
2009- 2011 **Juris Doctorate** Humphreys School of Law.
2004- 2007 **Bachelor of Science in Business Management**, University of Phoenix, **Graduated 2007**
2002- 2003 **Network Software Engineer**, Institute of Technology, **Graduated 2003**
2002- 2003 **Microsoft Certified Professional**, Institute of Technology, **Completed 2003**
1989- 1993 **Diploma**, Oakdale High School, **Graduated 1993**

WORK HISTORY:

Contract Administrator

2013 - Current

Teichert Construction

As a Contract Administrator I create, review and negotiate all construction contract. I also negotiate any and all changes requested by a Subcontractor to a Teichert standard subcontract agreement. Additionally, I prepare prequalification statements for Teichert Construction. I also handle the preparing and submitting of Federal and State mandated reports required on Public Works contracts, plus the filing of preliminary notices on project. Finally, Teichert Construction upper management requires that all contract be approved by either myself or my counterpart before signing, therefore, this position is very demanding and vital to Teichert Construction operations.

- ☒ Contract Negotiation
- ☒ Contract Compliance
- ☒ Contract Preparation
- ☒ Contract Management

- ☒ Policy and Procedure Review and Implantation
- ☒ Federal and State Reporting
- ☒ Project Bidding both Public and Private
- ☒ Dispute Resolution

Plant Administrator	2011 - 2013	Teichert Aggregates thru Appleone Staffing
----------------------------	--------------------	---

- | | |
|---|--|
| <ul style="list-style-type: none"><input checked="" type="checkbox"/> Support Plant Manager<input checked="" type="checkbox"/> Accounts Payables<input checked="" type="checkbox"/> Payroll | <ul style="list-style-type: none"><input checked="" type="checkbox"/> Safety reports both Federal and State<input checked="" type="checkbox"/> Weighmaster<input checked="" type="checkbox"/> Customer Service |
|---|--|

Business Consultant:	2009 – 2013	Brian Evans
-----------------------------	--------------------	--------------------

Experienced gain from contract negotiation to G/L reduction. Resolved a dispute between a surgical facility and a payee where surgical facility was owed over \$ 1 million dollars for unpaid procedures. Performed a billing audit where I was able to located \$2.5 Million in unbilled procedures, resulting in a 100% collection of the unbilled procedures. Performed reviews of vendor contracts used to renegotiate contract renewals. Prepared and reported all finding to company CEO's and CFO's.

- | | |
|--|--|
| <ul style="list-style-type: none"><input checked="" type="checkbox"/> Contract Negotiation<input checked="" type="checkbox"/> Contract Compliance<input checked="" type="checkbox"/> Contract Preparation<input checked="" type="checkbox"/> Dispute Resolution | <ul style="list-style-type: none"><input checked="" type="checkbox"/> Policy and Procedure Review and Implantation<input checked="" type="checkbox"/> Billing audit<input checked="" type="checkbox"/> Budget Review<input checked="" type="checkbox"/> G/L Reduction |
|--|--|

Office Manager / Admin Asst:	2006 – 2009	George Reed. Inc
-------------------------------------	--------------------	-------------------------

Assisted the Vice President and in-house Engineer at George Reed as their Administrative Assistant, as well as Office Manager of the Snelling Division, duties are listed below. This position required the ability to manage multiple offices, multiple schedules and required efficient budgeting of time to assure the success of project and timeline obligation.

- | | |
|--|--|
| <ul style="list-style-type: none"><input checked="" type="checkbox"/> Budget Review, Audits and Creation<input checked="" type="checkbox"/> Financial Reports including G/L & P/L, statements and a variety of Corporate Accounting Monthly/Quarterly/Annually<input checked="" type="checkbox"/> Managed A/R, A/P & Payroll | <ul style="list-style-type: none"><input checked="" type="checkbox"/> Processed Sales Tax, Use Tax, Social Security Tax and variety of other stated and federal report<input checked="" type="checkbox"/> Processed Cal-OSHA and MSHA mandated reports<input checked="" type="checkbox"/> Processed Union Due and Union Benefit payments |
|--|--|

Plant Administrator	2001 – 2006	A. Teichert & Sons Aggregates
----------------------------	--------------------	--

Administrative Assistant to the Plant Manager required that I handle responsibilities such as;

- | | |
|---|---|
| <ul style="list-style-type: none"><input checked="" type="checkbox"/> Weighmaster<input checked="" type="checkbox"/> Accounts Payables<input checked="" type="checkbox"/> Payroll & Union Benefits for 30 plus employees<input checked="" type="checkbox"/> Creation of Account Spreadsheets & Reports | <ul style="list-style-type: none"><input checked="" type="checkbox"/> Prepared Federal and State Mandated Cal-OSHA and MSHA.<input checked="" type="checkbox"/> Prepared and maintained three MSDA books.<input checked="" type="checkbox"/> Prepared and Maintained Safety Records for all equipment |
|---|---|

Technical Specialist	1999 – 2001	Mensco, Inc
-----------------------------	--------------------	--------------------

Technical Support Specialist assisted in

- | | |
|---|---|
| <ul style="list-style-type: none"><input checked="" type="checkbox"/> Designing Filtration Systems<input checked="" type="checkbox"/> Customer Support for key customers | <ul style="list-style-type: none"><input checked="" type="checkbox"/> Knowledge of Circuit Boards and Circuit Board |
|---|---|

Customer Service Specialist	1998 – 1999	California State Automobile Association
------------------------------------	--------------------	--

Customer Service Support Specialist assisted customers in their roadside assistance needs. Duties included;

- | | |
|---|---|
| <ul style="list-style-type: none"><input checked="" type="checkbox"/> Telephone Support<input checked="" type="checkbox"/> Knowledge of Maps | <ul style="list-style-type: none"><input checked="" type="checkbox"/> Ability to safely and effectively assist customers in dangerous and stressful situations<input checked="" type="checkbox"/> Ability to handle multiple calls at one time and in continuous bases |
|---|---|

Portfolio Manager**1997 – 1998****Diversified Collection Services**

Portfolio Manager handled the collection of defaulted student loan accounts. Duties included



Assisting defaulted borrowers with repayment options



Diligent record keeping



Proper tracking of defaulted accounts



Prepare documentation for pending litigation

Call Traffic Coordinator**1994 – 1997****G. C. Services / MCI Communication**

Call Traffic Coordinator duties included

Call traffic Coordinator duties included;



Monitors call volume



Split second decision making



Schedule 600 operators for 24 hour 7 days a week shift

References and Accomplishments Available upon Request



RECEIVED

OCT 29 2021

City Clerk's Office
City of Hughson

CITY OF HUGHSON
APPLICATION FOR PLANNING COMMISSION

NAME: WARREN KENNEDY

HOME ADDRESS: [REDACTED]

DO YOU LIVE WITHIN CITY LIMITS? YES ☒ NO ☐

EMAIL: [REDACTED]

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

ARE YOU RELATED TO CURRENT CITY EMPLOYEES? YES ☐ NO ☒

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

OCCUPATION: RETIRED

BUSINESS ADDRESS: [REDACTED]

EDUCATION (HIGHEST SCHOOL YEAR, DEGREES, ETC.): AMERICAN RIVER COLLEGE, AA

*EMPLOYMENT HIGHLIGHTS (Please submit resume)

PRIOR PUBLIC SERVICE (IF ANY): SEE STATEMENT

PRESENT AND PAST COMMUNITY ACTIVITIES
(PLEASE DO NOT LIST PARTISAN POLITICAL ACTIVITIES): SEE STATEMENT

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

WITH GROWTH POTENTIAL, TRAFFIC WILL BE A PROBLEM
AS WILL PROVIDING SERVICES TO THE COMMUNITY

SIGNATURE: Warren Kennedy

DATE: 10-29-21

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

DEADLINE FOR FILING – October 29, 2021 by 5:00 PM

CANDIDATE'S STATEMENT

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

My name is WARREN KENNEDY

I HAVE SERVED ON NUMEROUS BOARDS AND COMMISSIONS
I.E. LAND TITLE ASSOCIATIONS IN CALIFORNIA, NEVADA,
WASHINGTON AND PENNSYLVANIA. I DID VOLUNTEER WORK
FOR THE WASHINGTON STATE SUPREME COURT FOR WHICH
I RECEIVED COMMENDATIONS.

I AM CURRENTLY SERVING MY SECOND TERM AS A
MEMBER OF THE RESIDENT COUNCIL, SAMANTAN
VILLAGE.

DATE 10-29-21

WARREN KENNEDY
SIGNATURE



CITY COUNCIL AGENDA ITEM NO. 3.6

SECTION 3: CONSENT CALENDAR

Meeting Date: December 13, 2021

Subject: Approval of Annual Report of AB1600 Fees for Fiscal Year Ending June 30, 2021 and Adoption of Resolution No. 2021-41, Finding There Remains a Reasonable Relationship Between Current Needs for the City's Development Impact Fees and the Purposes for Which They Were Originally Charged.

Enclosure: Fiscal Year 2020-21 AB 1600 Report, "Attachment A"

Presented By: Anna Nicholas, Director of Finance & Administrative Services

Approved By: Merry Mayhew

Staff Recommendation:

Approve the AB1600 Annual Report for the year ending June 30, 2021 and adopt Resolution No. 2021-41, finding there remains a reasonable relationship between current needs for the City's Development Impact Fees and the purposes for which they were originally charged.

Background and Overview:

In 1978, following the passage of Proposition 13, many cities began charging fees on new development to fund public improvements and services such as streets, park facilities, sewers, water, and storm drains. These fees are commonly known as development impact fees. To ensure that these fees were spent in a timely manner and on projects for which they were being collected, the State Legislature passed a bill known as AB1600 (Mitigation Fee Act). This bill applies to developer fees which were increased or imposed on or after January 1, 1989. AB1600 enacts Sections 66000-66008 of the California Government Code, which generally contain four requirements:

1. A local jurisdiction must follow the process set forth in the bill and make certain determinations regarding the purpose and use of the fees, and establish a "nexus" or connection between a development project or class of project and the public improvement.

2. The fee revenue must be segregated from the general fund in order to avoid commingling of public improvement fees and the general fund.
3. If a local jurisdiction has had possession of a developer fee for five or more years and has not committed that money to a project or spent that money, then it must make findings describing the continuing need for that money. In addition, an annual report must be made of fees collected, interest earned, projects on which fees were expended, and any transfers for loans from the fee account. This report is to be reviewed by the local agency assessing the fees.
4. If a local jurisdiction cannot make the findings required under paragraph three, the City must refund the fees collected.

Discussion:

The City of Hughson scheduled fees covered by AB1600, and documented in the attached report, include the following:

- Storm Drain Fund
- Community Enhancement Fund
- Facility Development Fund
- Public Facility Streets Fund
- Park In-Lieu Fund
- Parks Development Fund
- Sewer Capacity Fees Fund
- Water Capacity Fees Fund

City staff examined each of the funds for the impact fees listed above to determine if any development fees remain unexpended five years or more after receipt. Based on the analysis, no refunds are due. Unexpended fund balances represent fees collected for respective Council approved projects which will be financed and implemented when financially feasible or practical.

Storm Drain Fund

The storm drain impact fee is designed to recover the costs associated with the provision and expansion of storm drainage infrastructure. The City's Draft Capital Improvement Plan (CIP) identifies upgrades to the South Fifth Street Lift Station and the Tully Road – Hatch Road Lift Station. Extended periods are necessary to achieve sufficient resources to finance the costs of storm drainage infrastructure. Accordingly, a need exists to continue the ongoing collection of this impact fee as well as the preservation of unspent balances for expected future project needs.

Community Enhancement Fund

The community enhancement impact fee is designed to fund improvements to the City's visual and aesthetic appeal. With this funding the City can provide new landscaping, signs, statues, and other visible improvements that bring older areas of the City more in line with the newly developed sections. The City's Draft CIP identifies the Hughson Avenue Improvement Project. Extended periods are necessary to achieve sufficient resources to finance the costs of community

enhancement projects. Accordingly, a need exists to continue the ongoing collection of this impact fee as well as the preservation of unspent balances for expected future project needs.

Facility Development Fund

The public facilities impact fee is designed to recover the costs of providing general civil facilities such as City Hall, Corporation Yard, and community centers. During FY 2020-21, the City expended \$19,204 of the collected revenues for cameras and a CCTV installation at City Facilities. Extended periods are necessary to achieve sufficient resources to finance the cost of facility development. Accordingly, a need exists to continue the ongoing collection of this impact fee as well as the preservation of unspent balances for expected future project needs.

Park In Lieu Fund

The Quimby Act allows the City to require that new development set aside some amount of land (between three and five acres per 1000 people) for the purposes of providing park land. In lieu impact fees provide funds for the City to procure park land. In Fiscal Year 2018-2019, Lebright Fields was purchased by the City from the local school district. The City continues to explore opportunities to expand its park acreage to meet local needs as identified in community focus group sessions. Extended periods are necessary to achieve sufficient resources to finance the costs of park land. Accordingly, a need exists to continue the ongoing collection of this impact fee as well as the preservation of unspent balances for expected future project needs.

Parks Development Fund

The park development impact fee is assessed in order to recover the costs of providing parks for future residents. In addition, the City applied for a grant to develop Lebright Field, however the grant was denied. It is anticipated that development costs can be paid for through this funding. The City is also working with the local school district on completing major components of the Hughson Sports and Fitness Complex—a joint use facility and partnership to make it more functional. Extended periods are necessary to achieve sufficient resources to finance the cost of park development. Accordingly, a need exists to continue the ongoing collection of this impact fee as well as the preservation of unspent balances for expected future project needs.

Public Facility Streets Development Impact Fee Fund

The public facility streets development impact fee is assessed in order to recover the costs of building infrastructure necessary to extend public roadways to new development. Extended periods are necessary to achieve sufficient resources to finance the costs of development projects. Accordingly, a need exists to continue to ongoing collection of this impact fee as well as the preservation of unspent balances for expected future project needs.

Sewer Capacity Fees Fund

The sewer capacity fee is assessed in order to recover the costs of building the infrastructure necessary to extend sewer service to new development. The City contracted with Carollo Engineers to conduct an evaluation of its sewer system facility. This was driven by a recent collapse of a segment of the Tully Road

industrial sewer line. This assessment will assist the City in exploring its options for improvements to meet the system's current and future needs. Extended periods are necessary to achieve sufficient resources to finance the costs of Sewer Capital Improvement projects. Accordingly, a need exists to continue to ongoing collection of this impact fee as well as the preservation of unspent balances for expected future project needs.

Water Capacity Fees Fund

The water capacity fee is assessed in order to recover the costs of building infrastructure necessary to extend water delivery service to new development. Extended periods are necessary to achieve sufficient resources to finance the costs of Water Capital Improvement projects. Accordingly, a need exists to continue to ongoing collection of this impact fee as well as the preservation of unspent balances for expected future project needs.

Summary:

To comply with AB1600, the City Council must make findings that there is a reasonable relationship between the current need for the fees and the purposes for which they were charged. It is important these findings can be and are made to ensure continuance of funding resources for these important programs.

Although AB1600 requires fees collected from developers be expended within five years, the law also allows exceptions. Exceptions are provided in recognition that some projects require an extended planning period. There can be a number of reasons for reasonable exceptions including project costs being of a magnitude necessitating a greater than five-year timeframe to accumulate sufficient funds or necessary matching funds not being available within the five-year timeframe. The City has referenced projects demonstrating there remains a nexus between current needs of unspent development impact fees and the purposes for which they were originally established.

Fiscal Impact:

The July 1, 2020 beginning balance for the City of Hughson development impact fees totaled \$4,872,178. The ending balance as of June 30, 2021 totals \$6,665,455 for an increase of \$1,793,277. The acceptance of this report, including the attached Resolution, has no direct fiscal or budgetary impact to the City of Hughson, provided the collected impact fees are retained.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2021-41**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON FINDING THERE REMAINS A REASONABLE RELATIONSHIP BETWEEN CURRENT NEEDS FOR THE CITY'S DEVELOPMENT IMPACT FEES AND THE PURPOSES FOR WHICH THEY WERE ORIGINALLY CHARGED (GOVERNMENT CODE SECTION 66000 ET. SEQ.) RELATED TO THE CITY'S ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR THE FISCAL YEAR ENDED JUNE 30, 2021

WHEREAS, the City of Hughson has been authorized by Resolution to establish and collect development impact fees; and

WHEREAS, the City has established discrete accounts and fees to finance the construction of improvements as mitigation measures for continued development within the City; and

WHEREAS, the City prioritizes improvements and allocates funds during the budget cycle to construct improvements as mitigation for continued development in the City; and

WHEREAS, improvements are scheduled to be constructed over time as sufficient funds become available; and

WHEREAS, there continues to be a distinct nexus between continued development and the necessity to mitigate development impacts; and

WHEREAS, fees collected in Storm Drain, Community Enhancement, Facility Development, Park In-Lieu, Parks Development, Sewer Capacity, Public Facility Streets, and Water Capacity fund accounts have not been expended in a timeframe exceeding five years, however are still necessary pursuant to AB1600 for the purpose in which they are collected, as project costs exceed current available resources and it will thus take longer to collect the necessary funds.

NOW, THEREFORE, BE IT RESOLVED that the Hughson City Council hereby:

Finds and accepts the above Recitals as fact, approves the City's AB1600 Report for Fiscal Year 2020-21, as reflected in Exhibit "A", and does find there remains a reasonable relationship between the current need for the impact fees and the purposes for which they were originally collected.

PASSED AND ADOPTED by the Hughson City Council at a regular meeting thereof held on December 13, 2021 by the following vote:

»
»
»

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

Exhibit 'A'

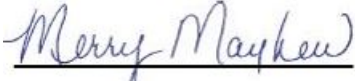
City of Hughson
For the Year Ending June 30, 2021
Report of Sources and Uses of
Development Impact Fees

		(Plus) Revenues		(Less) Equipment/		Description of Expense	
		Fees	Interest	Projects/Expenses			
Fund Name	Fund #	Beginning Balance as of 7/1/2020				Ending Balance as of 6/30/2021	
Sewer Capacity Fee Fund	220	1,836,248	770,251	1,715	33,566	Legal Fees	2,547,075
					27,574	Debt Svc-Interest Exp	
Water Capacity Fee Fund	250	683	212,958		4,845	Legal Fees	208,796
Community Enhancement Development	370	152,277	54,386	264	2,139	Legal Fees	204,789
Storm Drain Fund	450	495,986	161,955	750	2,139	Legal Fees	656,553
Facility Development Fund	451	1,387,253	189,081	1,924	21,343	Legal Fees/Cameras	1,556,915
Public Facility Streets	452	55,551	232,520		2,139	Legal Fees	285,933
Parks Development Fund	453	529,864	149,975	786	2,139	Legal Fees	678,486
Parkland In Lieu Fund	454	414,316	114,119	612	2,139	Legal Fees	526,909
TOTALS		\$ 4,872,178	\$ 1,885,247	\$ 6,051	\$ 98,021		\$ 6,665,455



CITY COUNCIL AGENDA ITEM NO. 3.7

SECTION 3: CONSENT CALENDAR

Meeting Date: December 13, 2021
Subject: Approval of Resolution No. 2021-42, Approving the Memorandum of Understanding with the Stanislaus County Sheriff's Department to Lease Four Automated License Plate Reader Camera Systems and Authorizing the City Manager to Execute the Memorandum of Understanding
Enclosure: Memorandum of Understanding
Presented By: Merry Mayhew, City Manager
Approved By: 

Staff Recommendation:

1. Adopt Resolution No. 2021-42, approving the Memorandum of Understanding with the Stanislaus County Sheriff's Department to lease four automated license plate reader camera systems.
2. Authorize the City Manager to Execute the Memorandum of Understanding inclusive of any final edits by the City Attorney.

Background:

On January 1, 2016, new California state laws relating to Automated License Plate Reader (ALPR) technology became effective. Specifically, Senate Bill 34 (Civil Code section 1798.90.5, et seq.) requires that a public agency operating an ALPR system provide for a transparent process and maintain a usage and privacy policy that includes reasonable security procedures and practices to protect ALPR information.

The City of Hughson contracts with the Stanislaus County Sheriff's Department to provide police services within the City of Hughson and the contract language expressly states that any deputies assigned to work in Hughson will follow the policies of the Sheriff's Department. For several years, a License Plate Reader (LPR) system has been used within the City. The LPR system currently in use in Hughson consists of eight cameras mounted to street poles that takes photographs of vehicles and license plates. The cameras currently used in the City of Hughson

are not automated license plate readers and on December 14, 2020, City staff brought forward an Automated License Plate Reader Policy (Policy 462) to Council for approval as the City was looking at the ability to use automated license plate reader technology.

Automated License Plate Reader (ALPR) technology translates the photographs of vehicle license plates into letters and numbers and the resulting data is compared to law enforcement databases to see if the vehicle has been reported stolen, used in a crime, or is displaying lost or stolen license plates. If the license number is found to be wanted, the system alerts the Department for further investigation. Prior to any enforcement activity being initiated, there is a requirement for law enforcement to verify the alert with dispatch or directly verify through the California Law Enforcement Telecommunications System (CLETS). The ALPR data is only accessible by law enforcement personnel for official investigative purposes and all access is logged by an authorized user.

In early 2021, the Sheriff's Department approached the City of Hughson with a proposal to contract with IntelliSite to install four ALPR camera systems in the City. Stanislaus County is contracting with IntelliSite to provide the ALPR systems, installation, and maintenance in the unincorporated area as well as in other cities where they provide police services. The live camera feed could be viewed directly from the Stanislaus County Fusion Center, for example, in the event there is an emergency occurring in the City. The ability for law enforcement to view events that are occurring allows them to provide needed resources and expertise immediately with the goal of maximizing the ability to detect, prevent, apprehend, and respond to criminal activity. These systems could assist law enforcement by monitoring vehicles that are entering and exiting the City and by notifying law enforcement of stolen vehicles, stolen license plates, and potentially identify vehicles used in the course of a crime.

On May 10, 2021, the City Council supported the use of an ALPR system and leasing two of the camera systems through the Sheriff's Department. The plan at the time was for the City to lease two systems and the developer of Euclid South and Euclid North would purchase two camera systems, as per the Development Agreements.

Discussion:

The current Memorandum of Understanding (attached) with the Stanislaus County Sheriff's Department is to lease the four ALPR systems. Leasing the four systems through the Sheriff's Department is due to the lower pricing afforded through the Sheriff Department's master agreement. The developer will pay the City for the funds to lease the two camera systems for three years and the City will lease the systems through this agreement.

The ALPR systems will be leased due to the evolution of technology. For four leased ALPR systems, there would be a minimal charge of \$5,580 to install the four systems and an annual charge of \$26,155 for the four systems. The annual maintenance charge covers the provisioning, maintenance, and remote monitoring of alarms by IntelliSite's central command station. All public records requests will be handled by the Sheriff's Department through IntelliSite at no additional cost.

City staff anticipate that the four locations where the ALPR devices would be installed are Santa Fe Ave and E Hatch Road, Santa Fe Ave & E Whitmore, E Whitmore and Euclid Ave and Fox Road and Euclid Ave.

Fiscal Impact:

The cost of this Agreement is \$18,658 for six months of Fiscal Year 2021-2022; \$26,155 for Fiscal Year 2022-2023; \$26,155 for Fiscal Year 2023-2024; and \$13,078 for six months of Fiscal Year 2024-2025. A total of \$84,046 for the three-year agreement will be paid for through Supplemental Law Enforcement Fund with 50% funded through the Euclid South and North developer.

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2021-42**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
THE MEMORANDUM OF UNDERSTANDING WITH THE STANISLAUS COUNTY
SHERIFF'S DEPARTMENT TO LEASE FOUR AUTOMATED LICENSE PLATE READER
(ALPR) CAMERA SYSTEMS AND AUTHORIZING THE CITY MANAGER TO EXECUTE
THE MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Stanislaus County Sheriff's Department is contracted to provide law enforcement services to the City of Hughson; and

WHEREAS, on May 10, 2021, the Hughson City Council supported the leasing of ALPR camera systems to improve public safety; and

WHEREAS, the Stanislaus County Sheriff's Department will manage a county wide ALPR system for the purpose of enhancing public safety and security to the people who live and work in the City; and

WHEREAS, on December 14, 2020, the City Council approved the Automated License Plate Reader Policy (Policy 462) as per the requirements of Senate Bill 34 and Civil Code Section 1798.90.55 (a); and

WHEREAS, the City of Hughson and Stanislaus County Sheriff's Department wish to memorialize their respective joint use and responsibilities of the ALPR Program.

NOW, THEREFORE, that the City Council of the City of Hughson does hereby adopt this Resolution approving the Memorandum of Understanding with the Stanislaus County Sheriff's Department inclusive of any final edits by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 13th day of December 2021 by the following roll call votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

MEMORANDUM OF UNDERSTANDING

Automated License Plate Reader System

This Memorandum of Understanding (Agreement) is made and entered into by and between the Stanislaus County Sheriff's Department (County) and the City of Hughson (City) on _____, 2021.

Introduction

- A. The City desires to have an Automated License Plate Reader (ALPR) system to improve public safety.
- B. The County desires to manage a county wide ALPR system for the purpose of enhancing public safety and security to the people who live and work in the cities in which the Sheriff's Office provides law enforcement services.
- C. The Project will provide a benefit to the County, the City, other public safety agencies within the County of Stanislaus, and the people who live and work in Stanislaus County.
- D. Pursuant to the provisions of Chapter 5 (commencing with section 6500) of Division 7 of Title 1 of the Government Code, the parties wish to memorialize their respective joint use and responsibilities of the ALPR Program.

NOW, THEREFORE, it is agreed to the following terms and conditions

- 1. Obligations of the County
 - a. The County shall provide the City the following:
 - i. Management of ALPR contract and program
 - ii. Provide ad-hoc reporting to City on a quarterly basis
 - iii. Invoice City on an annual basis
- 2. Obligations of City
 - a. The City shall provide the following:
 - i. Acquire City Council approvals required by Senate Bill 34 and Civil Code Section 1798.90.55 (a)
 - ii. Funding for ALPR program that will be invoiced by the Sheriff's Office on an annual basis
- 3. Mutual Obligations of the City and County
 - a. The term of this Agreement shall commence on the date the ALPR system is fully installed and operational and shall continue in effect for 36 months thereafter unless and until it is terminated by mutual agreement of the parties, or breach by either party of the use contemplated herein at which time the term shall automatically terminate.
 - b. Pursuant to Government Code section 6511, upon termination of this Agreement, any surplus property shall be returned, pro rata, to the Federal, State, or local agency that provided the property. The parties shall use good faith efforts and fair dealing in processing and dividing any surplus property that cannot be attributed to any single entity or jurisdiction, keeping in mind the position of the parties before they entered into this Agreement.
 - c. Pursuant to Government Code section 6512, any surplus money on hand after termination of the Agreement shall be returned to the funding source from which the funds were furnished, or to the agency making the contribution. The parties shall use good faith efforts and fair dealing in processing and dividing any surplus money that cannot be attributed to any single fund source or agency, keeping in mind the positions of the parties before they entered into this Agreement.

- d. Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party under, or in connection with, any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers, employees, and contractors from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with, any work delegated to or action taken or omitted to be taken by such party under this Agreement.
- e. This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter.
- f. This Agreement may be modified, amended, changed, added to, or subtracted from by the mutual consent of a majority of the parties to the Agreement provided the amendment of change is in written form and executed the appropriate representatives of the parties and attached to the original Agreement to maintain continuity.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the parties on the day and year first written above.

Stanislaus County Sheriff By: _____ Jeff Dirkse Sheriff-Coroner	City of Hughson By: _____ Merry Mayhew City Manager
APPROVED AS TO FORM: Thomas Boze, County Counsel By: <u>Robert J. Taro</u> Robert J. Taro Assistant County Counsel	APPROVED AS TO FORM: By: _____ Daniel Schroeder City Attorney

EXHIBIT A

A. COMPENSATION

The City shall pay for the services under this Agreement as set forth in the attached quote dated September 24, 2021, attached hereto as Attachment 1 and, by this reference, made a part hereof and billed per fiscal year as stated below.

The estimated schedule of payments are stated below but is dependant on the system being operational on January 1, 2022 as the service costs do not begin until the system is activated. The maximum billable amount per fiscal year to the City is \$26,155 throughout the term of this Agreement.

	# of Months	One-Time Costs	On Going Costs	Total Costs
Fiscal Year 21-22	6	\$ 5,580	\$ 13,078	\$ 18,658
Fiscal Year 22-23	12	\$ -	\$ 26,155	\$ 26,155
Fiscal Year 23-24	12	\$ -	\$ 26,155	\$ 26,155
Fiscal year 24-25	6	\$ -	\$ 13,078	\$ 13,078
	36	\$ 5,580	\$ 78,466	\$ 84,046

ATTACHMENT 1



IntelliSite

A SAFER & SMARTER WORLD

We have prepared a quote for you

**Stanislaus County, CA - Hughson 3YR Current
Pricing**

Quote # 000528
Version 1

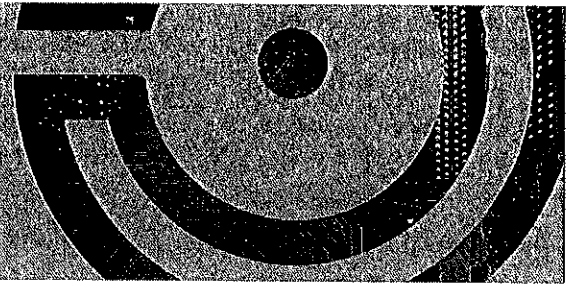
Prepared for:

Stanislaus County

Dan Wirtz
wirtzd@stancounty.com



IntelliSite



Friday, September 24, 2021

Stanislaus County
Dan Wirtz
800 11th Street
Modesto, CA 95354
wirtzd@stancounty.com

Dear Dan,

IntelliSite's Smart Community as a Service (SCaaS) brings immediate value to local communities across the country as an affordable monthly subscription. Delivered as a cloud-based or on-premises solution, IntelliSite SCaaS addresses the needs of today's communities with the latest state-of-the-art safety and security monitoring solutions.

IntelliSite's SCaaS solution helps communities efficiently and cost-effectively manage safety and security with the intent to reduce crime rates. IntelliSite offers a complete video management solution featuring AI-based edge analytics, sensors, video recording, LED lighting and loudspeakers. IntelliSite provides remote and interactive access to video footage via fiber or LTE/cellular networks.

IntelliSite is with you every step of the way. IntelliSite will help you plan, design, implement and operate your IoT, Safety and Security and Computer Vision deployments. IntelliSite offers a turnkey solution paired with best-in-class customer experience.

Please do not hesitate to reach out to me with your questions and concerns. I can be reached at jp.kenney@epicio.com. Thank you and I look forward to working with you.

JP Kenney
Chief Revenue Officer
IntelliSite, LLC



sales@intellisite.io



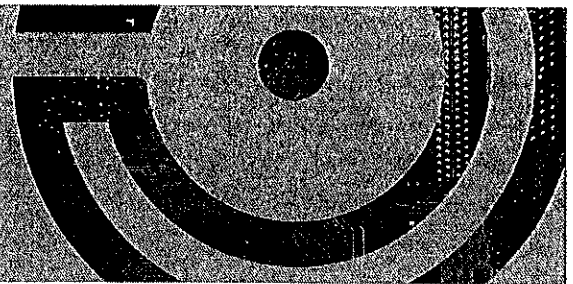
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IntelliSite



East Hatch Rd. & Santa Fe Avenue.

Product Details	Recurring Price	Qty	Recurring Total
IOT-UIGAI-2CAS-R Universal IoT Gateway with AI - 2-Camera Bundle IntelliSite UIG, 2 Cameras, Speaker, Enhanced AI, VMS, Modem , Eyes On, Remote Support.	\$387.20	1	\$387.20
IOT-LPR-1C3Y-R IOT LPR Subscription IntelliSite LPR 3 Yr Subscription 1 Camera Software Only	\$59.40	1	\$59.40

Monthly - 3 Year Subtotal: **\$446.60**

East Whitmore Avenue & Santa Fe Avenue

Product Details	Recurring Price	Qty	Recurring Total
IOT-UIGAI-2CAS-R Universal IoT Gateway with AI - 2-Camera Bundle IntelliSite UIG, 2 Cameras, Speaker, Enhanced AI, VMS, Modem , Eyes On, Remote Support.	\$387.20	1	\$387.20
IOT-LPR-1C3Y-R IOT LPR Subscription IntelliSite LPR 3 Yr Subscription 1 Camera Software Only	\$59.40	1	\$59.40

Monthly - 3 Year Subtotal: **\$446.60**

East Whitmore Avenue & Euclid Avenue

Product Details	Recurring Price	Qty	Recurring Total
IOT-UIGAI-3CAS-R Universal IoT Gateway with AI - 3-Camera Bundle IntelliSite UIG, 3 Cameras, Speaker, Enhanced AI, VMS, Modem , Eyes On, Remote Support.	\$428.40	1	\$428.40
IOT-LPR-1C3Y-R IOT LPR Subscription IntelliSite LPR 3 Yr Subscription 1 Camera Software Only	\$59.40	2	\$118.80

Monthly - 3 Year Subtotal: **\$547.20**

Fox Rd & Euclid Ave

Product Details	Recurring Price	Qty	Recurring Total
IOT-UIGAI-3CAS-R Universal IoT Gateway with AI - 3-Camera Bundle IntelliSite UIG, 3 Cameras, Speaker, Enhanced AI, VMS, Modem , Eyes On, Remote Support.	\$428.40	1	\$428.40
IOT-LPR-1C3Y-R IOT LPR Subscription IntelliSite LPR 3 Yr Subscription 1 Camera Software Only	\$59.40	2	\$118.80



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Page: 3 of 6



IntelliSite

Monthly - 3 Year Subtotal: **\$547.20**

FirstNet Connectivity

Product Details	Recurring Price	Qty	Recurring Total
FSN-UNLTD4GLTE FirstNet mobile UNL Aircards/MiFi 4G LTE -US FirstNet mobile UNL Aircards/MiFi 4G LTE	\$48.00	4	\$192.00

Monthly - 3 Year Subtotal: **\$192.00**

Professional Services

Description	Price	Qty	Ext. Price
IOT-UIG-OSFI UIG On-Site Field Install IntelliSite UIG field install, per UIG. Excludes permit and travel costs.	\$1,395.00	4	\$5,580.00

Subtotal: **\$5,580.00**



sales@intellisite.io



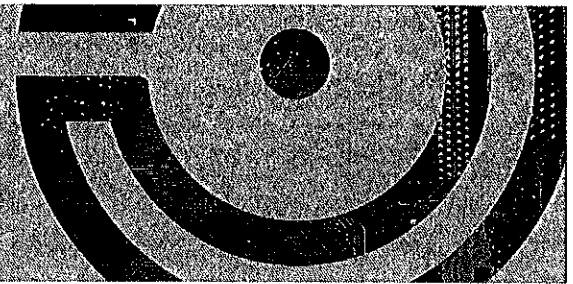
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Page: 4 of 6



IntelliSite



Stanislaus County, CA - Hughson 3YR Current Pricing

Prepared by:

IntelliSite, LLC

JP Kenney

803-904-8519

jp.kenney@intellisite.io

Prepared for:

Stanislaus County

800 11th Street

Modesto, CA 95354

Dan Wirtz

(209) 525-5191

wirtzd@stancounty.com

Quote Information:

Quote #: 000528

Version: 1

Delivery Date: 09/24/2021

Expiration Date: 11/15/2021

Quote Summary

Description	Amount
Professional Services	\$5,580.00

Total: **\$5,580.00**

Monthly - 3 Year Expenses Summary

Description	Amount
East Hatch Rd. & Santa Fe Avenue.	\$446.60
East Whitmore Avenue & Santa Fe Avenue	\$446.60
East Whitmore Avenue & Euclid Avenue	\$547.20
Fox Rd & Euclid Ave	\$547.20
FirstNet Connectivity	\$192.00

Monthly - 3 Year Total: **\$2,179.60**

Payment Options

Description	Payments	Interval	Amount
Term Options			

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



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CITY COUNCIL AGENDA ITEM NO. 3.8

SECTION 3: CONSENT CALENDAR

Meeting Date: December 13, 2021
Subject: Adopt Resolution No. 2021-43, Approving the Agreement with Turlock Irrigation District, Consenting to Common Use for Parkwood Canal Crossing and Authorizing the Mayor to Execute the Agreement
Enclosure: Agreement Consenting to Common Use
Presented By: Merry Mayhew, City Manager
Approved By: Merry Mayhew

Staff Recommendation:

1. Adopt Resolution No. 2021-43, approving the Agreement with the Turlock Irrigation District consenting to common use for the Parkwood Canal crossing.
2. Authorize the Mayor to execute the Agreement, inclusive of any final edits by the City Attorney.

Background:

On November 23, 2020, the Hughson City Council adopted Ordinance No. 2020-06 adopting the Development Agreement between the City of Hughson and Parkwood Hughson, LLC for the Parkwood Development located at the corner of Santa Fe and Hatch Road.

Included in the Development Agreement is a requirement for the developer to construct a road crossing the Turlock Irrigation District (TID) main canal to Hatch Road. The developer will receive a 50% credit against the Streets Fee in the amount of \$2,050.50 per dwelling, a total of \$613,099.50 credit for 299 dwellings. The developer must commence construction of the road crossing by the issuance of the 150th Certificate of Occupancy.

Discussion:

K-B Homes has recently purchased the Parkwood Development and with Mid-Valley Engineering is working through the requirements of the Development Agreement. K-B Homes is eager to have an agreement approved by TID that will allow for the

construction of the road crossing to ensure that issues will not arise later that could slow down the construction of dwellings.

Once the road crossing is constructed over the canal, the City will be responsible for the ongoing structural maintenance of the entire road crossing, ensuring that TID can pass the full, unrestricted flow of the canal, and the City will be responsible for the maintenance of all new and repaired/replaced structures.

The Common Use Agreement requires the construction to be carried out during the non-irrigation season, ordinarily from November 1 through March 1.

Fiscal Impact:

There will be no General Fund impact. Expenses due to the construction of the road crossing will be paid for by the developer.

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2021-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
THE AGREEMENT WITH TURLOCK IRRIGATION DISTRICT CONSENTING TO
COMMON USE FOR THE PARKWOOD CANAL CROSSING AND AUTHORIZING THE
MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, on November 23, 2020, the Hughson City Council adopted Ordinance No. 2020-06 approving the Development Agreement between the City of Hughson and Parkwood Hughson, LLC for the Parkwood Development located at the corner of Santa Fe and Hatch Road; and

WHEREAS, included in the Development Agreement is a requirement for the developer to construct a road crossing the Turlock Irrigation District main canal to Hatch Road; and

WHEREAS, once the road crossing is constructed over the canal, the City will be responsible for the ongoing structural maintenance of the road crossing; and

WHEREAS, the Turlock Irrigation District is requiring the Agreement Consenting to Common Use.

NOW, THEREFORE, that the City Council of the City of Hughson does hereby adopt this Resolution approving the Agreement with Turlock Irrigation District and authorizing the Mayor to sign the Agreement inclusive of any final edits by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 13th day of December 2021 by the following roll call votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

AGREEMENT CONSENTING TO COMMON USE

This Agreement is made on _____, 2021, by and between the Turlock Irrigation District, an irrigation district, hereinafter called "DISTRICT," and The City of Hughson, a city incorporated within the County of Stanislaus, hereinafter referred to as "CITY."

This Agreement is made with reference to the following facts:

A. DISTRICT is in possession of certain real property in Stanislaus County consisting of a strip of land, 90 feet in width, with certain canal improvements thereon, which real property is commonly known and referred to as DISTRICT's Ceres Main Canal.

B. CITY desires, at PROJECT DEVELOPER's expense, to construct a crossing facility by which Padre Lane will cross over the DISTRICT'S Ceres Main Canal, and to make such improvements to DISTRICT's Ceres Main Canal as are necessary to maintain said canal crossing in light of the construction of CITY's crossing facility.

C. The crossing facility will occupy a portion of DISTRICT's property for the Ceres Main Canal, which portion is hereinafter referred to as the "Area of Common Use," and is described on Exhibit "A" attached hereto.

NOW, THEREFORE, IT IS AGREED as follows:

1. DISTRICT, pursuant to the terms and conditions hereinafter set forth, hereby consents to the CITY's proposed construction of the crossing facility and to the common use by the DISTRICT and CITY of said crossing facility and "Area of Common Use."
2. CITY acknowledges DISTRICT's title to DISTRICT's facilities within the "Area of Common Use." Except in emergencies, DISTRICT shall give reasonable notice to CITY before performing any work on DISTRICT's facilities in the "Area of Common Use" when such work will obstruct the free flow of traffic. In all cases, DISTRICT

shall make adequate provisions for the protection of the traveling public when performing work on the DISTRICT's facilities in the "Area of Common Use."

3. Except in emergencies, CITY shall give reasonable notice to DISTRICT before performing any work on CITY's facilities in the "Area of Common Use" when such work could potentially obstruct the free flow of water through DISTRICT's canal. In all cases CITY shall make adequate provision for the protection of DISTRICT property and facilities when performing work on CITY's facilities in the "Area of Common Use."
4. The installation of the crossing facility consented to in Paragraph 1 of this Agreement shall be coordinated with the DISTRICT so that construction work will be carried out during the non-irrigation season. In that respect, the parties hereto are mindful of the fact that DISTRICT's non-irrigation season is ordinarily from November 1 through March 1, of each year, subject to the sole discretion of the DISTRICT's Board of Directors.
5. CITY shall perform all design, construction, and inspection, of the entire project, and DISTRICT shall review the final plans prior to construction of the crossing facility. DISTRICT's review of CITY's plans shall not be construed as confirming or endorsing the design nor as any warranty of safety or reliability. DISTRICT shall not, by reason of such review or failure to review, be responsible for strength, details of design, adequacy or safety of CITY's proposed details and work.
6. CITY shall maintain the entire work zone in a safe manner and shall provide adequate safety barricades and lights to protect the safety of persons using any adjacent canal bank or street or any part of DISTRICT's property. Upon completion of the work, the CITY shall leave the entire work zone in a clean, neat, and orderly condition. The CITY shall ensure that no materials or liquids, other than clean and uncontaminated water, are allowed to enter the DISTRICT's canal.

7. CITY shall provide for monument preservation as required by Section 8771 of the California Business and Professions code. DISTRICT shall provide City with a copy of the most recent Monument Preservation Form to be signed and stamped by the individual authorized to practice Land Surveying within the State of California for each maintenance or construction event contemplated by this Agreement.
8. Prior to the completion of the crossing facility by CITY, DISTRICT shall inspect the construction to satisfy itself that the work was performed in accordance with the plans and is complete.
9. Except as expressly set forth herein, this Agreement shall not in any way alter, modify, or terminate any of DISTRICT's rights in its property. Both CITY and DISTRICT shall use the "Area of Common Use" in such a manner as to not interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which DISTRICT or CITY may now have, or may hereafter acquire, resulting from the construction of additional facilities or the alteration of existing facilities by either CITY or DISTRICT in such a manner as to cause an unreasonable interference with the use of the "Area of Common Use" by the other.
10. CITY shall apply for, and DISTRICT shall process a temporary encroachment permit, to be used by CITY for the construction of facilities as established in this Agreement. This temporary encroachment permit shall terminate and cease to exist on the date CITY files for record, in the office of the County Recorder of Stanislaus County, a notice of completion for the construction project designated as "Padre Lane Connection to Hatch Road Prefabricated Clear-Span Crossing at Turlock Irrigation District Ceres Main Canal." The size and location of this temporary encroachment permit is shown on Exhibit "B" attached hereto. In the

event of a conflict between this Agreement and the temporary encroachment permit, this Agreement shall be primary.

11. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.
12. CITY shall defend, indemnify and hold DISTRICT, (including its directors, officers, agents and employees) harmless from and against any and all claims arising from any act or omission, or negligence of CITY or of CITY's council members, officers, contractors, agents, or employees, in connection with the construction, maintenance, and use consented to in Paragraph 1 of this Agreement and the use of such CITY property and facilities by the CITY or the public; except to the extent that any such loss was caused by the negligence of the DISTRICT.
13. This Agreement shall operate to give CITY the rights herein provided for only insofar as DISTRICT may do so under and by virtue of the rights that DISTRICT has in DISTRICT's property.
14. CITY will be responsible for the ongoing structural maintenance of the entire road crossing from outside face of headwall to outside face of headwall to ensure DISTRICT can pass the full, unrestricted flow of the as-constructed Ceres Main Canal. The CITY will be responsible for the maintenance of all new and repaired/replaced structures constructed by the CITY throughout the first irrigation season following construction.
15. Time is of the essence of each provision of this Agreement.
16. All exhibits referred to in this Agreement are attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

TURLOCK IRRIGATION DISTRICT

CITY OF HUGHSON

By: _____
President

By: _____
Mayor, City of Hughson

By: _____
Secretary

EXHIBIT A

LEGAL DESCRIPTION AREA OF COMMON USE BETWEEN CITY OF HUGHSON AND TID

AN AREA OF COMMON USE FOR BRIDGE PURPOSES IN A PORTION OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 9,
TOWNSHIP 4 SOUTH RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN

A 64.00 FOOT WIDE BRIDGE AND ABUTMENT EASEMENT OVER THE TURLOCK IRRIGATION DISTRICT CERES
MAIN CANAL IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 4 SOUTH RANGE 10 EAST, MOUNT DIABLO
BASE AND MERIDIAN, STANISLAUS COUNTY, STATE OF CALIFORNIA, AND FURTHER DESCRIBED AS
FOLLOWS:

BEGINNING AT THE WEST $\frac{1}{16}$ CORNER OF SECTIONS 4 AND 9, TOWNSHIP 4 SOUTH RANGE 10 EAST;
THENCE SOUTHERLY ON THE NORTH/SOUTH LINE BETWEEN THE NORTHWEST AND NORTHEAST
QUARTERS OF THE NORTHWEST QUARTER OF SAID SECTION 9, SOUTH $00^{\circ}29'30''$ EAST A DISTANCE OF
33.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID CERES MAIN CANAL; THENCE EASTERLY
ALONG SAID NORTHERLY RIGHT OF WAY LINE, NORTH $89^{\circ}44'20''$ EAST A DISTANCE OF 352.28 FEET TO THE
TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID CERES MAIN CANAL; NORTH
 $89^{\circ}44'20''$ EAST A DISTANCE OF 64.00 FEET;

THENCE SOUTH $00^{\circ}15'40''$ EAST A DISTANCE OF 90.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF
WAY LINE OF SAID CERES MAIN CANAL;

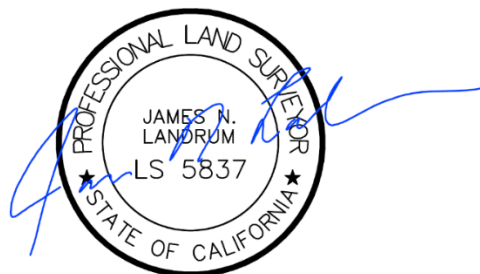
THENCE WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID CERES MAIN CANAL; SOUTH
 $89^{\circ}44'20''$ WEST A DISTANCE OF 64.00 FEET;

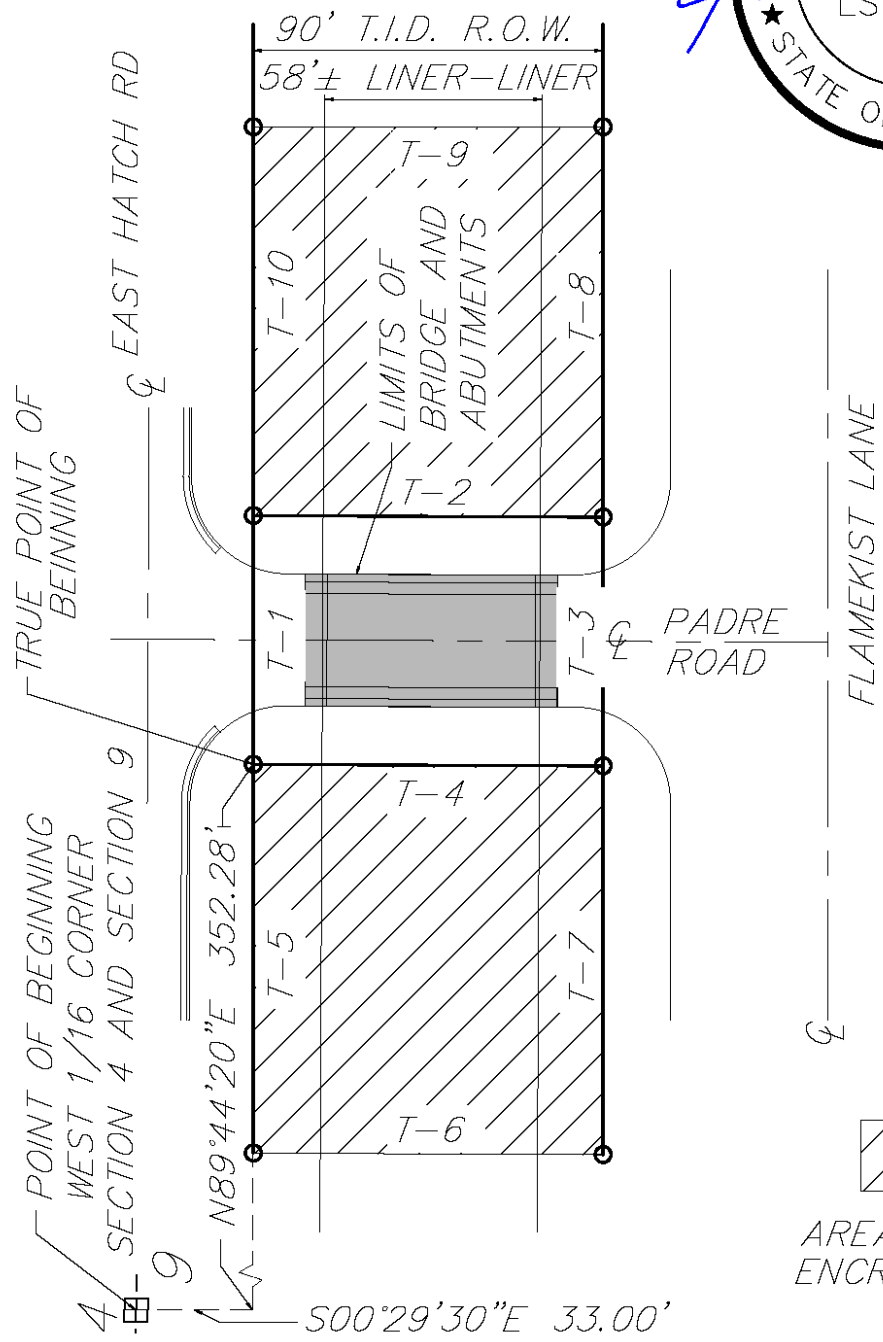
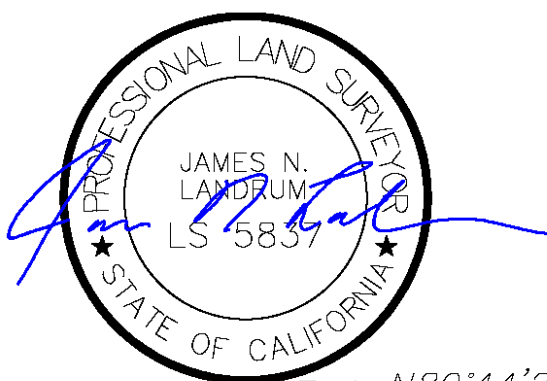
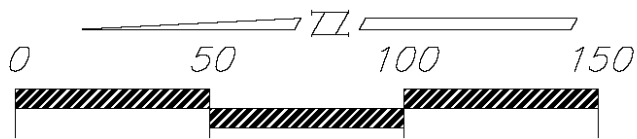
THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE; NORTH $00^{\circ}15'40''$ WEST A DISTANCE OF 90.00
FEET TO THE **TRUE POINT OF BEGINNING**.

ALSO, TWO 100.00 FOOT WIDE TEMPORARY ENCROACHMENT AREAS AS SHOWN ON ATTACHED EXHIBIT
B.

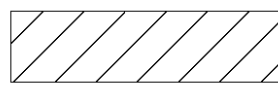
BEARINGS BASED ON BOOK 026 OF PARCEL MAPS AT PAGE 100.

SAID AREA OF COMMON USE CONTAINING 5,760 SQUARE FEET, OR 0.132 ACRES, MORE OR LESS.





- T-1 N89°44'20"E 64.00'
- T-2 S00°15'40"E 90.00'
- T-3 S89°44'20"W 64.00'
- T-4 N00°15'40"W 90.00'
- T-5 N00°15'40"E 100.00'
- T-6 S00°15'40"W 90.00'
- T-7 N89°44'20"E 100.00'
- T-8 N89°44'20"E 100.00'
- T-9 N00°15'40"W 90.00'
- T-10 S89°44'20"W 100.00'



AREA OF TEMPORARY ENCROACHMENT

Drawn By: D.W.H.
 Date: 10/29/21
 Scale: 1"=50'
 Job No.: NC18039
 Phone: 866.526.4214

EXHIBIT B
AREA OF COMMON USE
TID AND CITY OF HUGHSON
 HUGHSON CALIFORNIA

MVE
MVE Inc.
 1117 L Street, Modesto, CA 95354
 866.526.4214 | www.mve.net
 Northern California | Southern California | Nevada

SHEET
1
 OF **1**



CITY COUNCIL AGENDA ITEM NO. 3.9

SECTION 3: CONSENT CALENDAR

Meeting Date: December 13, 2021
Subject: Adopt Resolution No. 2021-44, Awarding a Contract for the Annual Striping of the City of Hughson Streets, by Finline Striping for a Period of Three Years, in the amount of \$104,707 and the Installation of Traffic Calming Measures on 7th Street and Authorize the City Manager to Execute the Contract
Presented By: Rachel Wyse, Community Development Director
Approved By: Merry Mayhew

Staff Recommendations:

1. Adopt Resolution No. 2021-44, awarding a contract for the annual striping of the City of Hughson streets, by Finline Striping for a period of three years, in the amount of \$104,707 and the installation of traffic calming measures on 7th Street.
2. Authorize the City Manager to execute the contract subject to language approved by the City attorney.

Background and Overview:

The annual striping of roads is a part of the regular maintenance plan for City of Hughson roadways. The City is broken up into three sections over a three-year period with one section being completed every year. The striping of roads ensures traffic safety by utilizing reflective paint where necessary and refreshing the yellow lines, broken and unbroken, down the middle of streets and the white lines along a street's outer edges and before stop signs. This paint is likewise used as text where applicable such as at a stop sign, pedestrian crossing, school zone, a designated speed limit miles per hour (mph), etc. Staff left messages for three contractors who advertised themselves as roadway striping companies. Two of the three companies contacted responded with the estimates listed as follows:

- | | |
|--------------------------------------|--------------|
| 1. Finline Striping | \$104,707.00 |
| 2. D.L. Cathcart Asphalt Sealcoating | \$306,296.00 |

In addition to striping, the City will be installing traffic calming measures on 7th Street. Measures such as the use of reflectors, attached to the road in a repeating pattern, are known to reduce speeds. These traffic calming measures are supported by emergency services unlike speed bumps which are not supported. Additional speed reduction measures that may be utilized include the refreshing and enlargement of speed limits painted on the street in both directions, the installation of larger speed limit signs closer to eye level, and the upgrade to lit signage, if deemed necessary. These costs fall within the parameters of the road maintenance budget and as a qualifying purchase under the Gas Tax. The traffic calming measures may be installed by either City staff or by Fineline Striping, depending on cost.

Fiscal Impact:

Funds for the annual maintenance of streets is included annually in the General Fund Streets Department budget. The additional traffic calming measures for 7th Street, south of Whitmore, are typical costs that fall within the current budget. Budget adjustments are made when maintenance costs (time and materials) exceed the budgeted amounts because damage has occurred, road safety issues have developed unexpectedly, or City staff determines an issue needs immediate attention.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2021-44**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
AWARDING A CONTRACT FOR THE ANNUAL STRIPING OF THE CITY OF
HUGHSON STREETS, BY FINELINE STRIPING FOR A PERIOD OF THREE YEARS,
IN THE AMOUNT OF \$104,707 AND THE INSTALLATION OF TRAFFIC CALMING
MEASURES ON 7TH STREET**

WHEREAS, the annual striping of the City of Hughson streets is a part of regular street maintenance, broken up into three sections over three years; and

WHEREAS, three companies were contacted and two quotes were received for the striping of City streets over a three year period; and

WHEREAS, the lowest quote received was from Fineline Striping in the amount of \$104,707; and

WHEREAS, funding is available annually through the Streets Department Budget for the striping of streets and for needed traffic calming measures.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does approve the award of a three-year contract to Fineline Striping and authorizes the City Manager to execute the contract subject to wording approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 13th day of December 2022 by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk