



**CITY OF HUGHSON**  
**CITY COUNCIL MEETING**  
**WEBEX VIDEOCONFERENCE**  
7018 PINE STREET, HUGHSON CA

**AGENDA**  
**MONDAY, DECEMBER 14, 2020 – 7:00 P.M.**

**SPECIAL NOTICE**  
**Coronavirus COVID-19**

**MEMBERS OF THE PUBLIC MAY REMOTELY OBSERVE THE MEETING VIA WEBEX VIDEOCONFERENCE. THIS MEETING WILL NOT INCLUDE IN PERSON PUBLIC ATTENDANCE.**

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

**How to observe/participate in the Meeting:**

- You can observe the meeting via WebEx Videoconference, by accessing this link:

<https://cityofhughson.my.webex.com/cityofhughson.my/j.php?MTID=m558d9e5e0a4d2a06ba33794ffcb66104>

**Meeting Number (Access Code): 126-069-3871**

**Password: gmNrhzbx323 (46674929 from phones and video systems)**

**Global Call In Number: 1-408-418-9388**

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

**How to submit Public Comment:**

- Email will be available prior to 6:45 PM on December 14, 2020, to provide public comment for the Public Comment Period, or for a specific agenda item. Please email [agose@hughson.org](mailto:agose@hughson.org). Written comment will be distributed to the City Council and kept on file as part of official record of the Council meeting.
- Verbal comment will be available via Webex Videoconference. If you would like to provide verbal comment, please send a request to [agose@hughson.org](mailto:agose@hughson.org), by 6:45 PM on December 14, 2020.

**CALL TO ORDER:** Mayor Jeramy Young

**ROLL CALL:** Mayor Jeramy Young  
Mayor Pro Tem George Carr  
Councilmember Ramon Bawanan  
Councilmember Harold Hill  
Councilmember Michael Buck

**FLAG SALUTE:** Mayor Jeramy Young

**INVOCATION:** Hughson Ministerial Association

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**RULES FOR ADDRESSING CITY COUNCIL**

Members of the audience who wish to address the City Council are requested to complete one of the forms located on the table at the entrance of the Council Chambers and submit it to the City Clerk. **Filling out the card is voluntary.**

**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. ELECTION RESULTS:**

**2.1:** Adopt Resolution No. 2020-71, Declaring the Results of the Consolidated General Municipal Election Held on Tuesday, November 3, 2020.

**2.1 a:** Recognition of Hughson City Councilmember Michael Buck.

**2.1 b:** City Clerk to administer the Oath of Office to newly re-elected Mayor Jeramy Young and newly elected Council Members Ramon Bawanan & Samuel Rush.

**2.1 c:** Roll Call of new Hughson City Council:

Mayor Jeramy Young  
Councilmember George Carr  
Councilmember Ramon Bawanan  
Councilmember Harold Hill  
Councilmember Samuel Rush

**3. PRESENTATIONS:      NONE.**

**4. 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.**

- 4.1:** Approve the Minutes of the Regular Meeting of November 23, 2020.
- 4.2:** Approve the Warrants Register.
- 4.3:** Approve the 2021 City Council Meetings Calendar.
- 4.4:** Acceptance of a Report of the City of Hughson Police Services' Automated License Plate Reader Program.
- 4.5:** Adopt Resolution No. 2020-72, 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.
- 4.6:** Approval of Additional 16 Hours of Special Leave Pay.
- 4.7:** Adopt Resolution No. 2020-73, of Concurrence with the Consolidated Annual Performance Evaluation Report (CAPER) for Fiscal Year 2019-2020.
- 4.8:** Adopt Resolution No. 2020-74, Approving the Professional Services Agreement with Halpin Sustainability Solutions for Mandatory Recycling Programming Services.
- 4.9:** Approve the 20% sewer rate discount effective date of January 2021.

**5. UNFINISHED BUSINESS:      NONE.**

**6. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.****7. NEW BUSINESS:**

**7.1:** Accept the Resignation of Mayor Jeramy Young from the Hughson City Council, Effective December 14, 2020, and Direct Staff on the Process for Filling Council Positions.

**7.1 a:** Recognition of Hughson Mayor Jeramy Young.

**7.2:** Appointment of a Mayor Pro Tem of the Hughson City Council.

**8. CORRESPONDENCE: NONE.****9. COMMENTS:**

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

**City Manager:**

**Deputy City Clerk:**

**Community Development Director:**

**Police Services:**

**City Attorney:**

**9.2:** Council Comments: (Information Only – No Action)

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

**10. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.****ADJOURNMENT:****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:**

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this Agenda will be made available at the City Clerk's counter at City Hall located at 7018 Pine Street, Hughson, CA.

<b>December 15</b>	<ul style="list-style-type: none"> <li>Planning Commission Meeting, City Hall Chambers, 6:00 P.M. <b>Cancelled</b></li> </ul>
<b>December 24 at Noon – January 1</b>	<ul style="list-style-type: none"> <li><b>Holiday Closure - City Hall Closed</b></li> </ul>
<b>January 11</b>	<ul style="list-style-type: none"> <li>City Council Meeting, WebEx Videoconference, 7:00 P.M.</li> </ul>
<b>January 12</b>	<ul style="list-style-type: none"> <li>Parks, Recreation and Entertainment Commission Meeting, WebEx Videoconference, 6:00 P.M.</li> </ul>
<b>January 18</b>	<ul style="list-style-type: none"> <li><b>Martin Luther King Jr. Day – City Hall Closed</b></li> </ul>
<b>January 19</b>	<ul style="list-style-type: none"> <li>Planning Commission Meeting, WebEx Videoconference, 6:00 P.M.</li> </ul>
<b>January 25</b>	<ul style="list-style-type: none"> <li>City Council Meeting, WebEx Videoconference, 7:00 P.M.</li> </ul>

### AFFIDAVIT OF POSTING

**DATE:** December 11, 2020      **TIME:** 10:00 AM  
**NAME:** Ashton Gose      **TITLE:** Deputy City Clerk

#### **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.

#### **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.

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**General Information:** The Hughson City Council meets in the Council Chambers on the second and fourth Mondays of each month at 7:00 p.m., unless otherwise noticed.

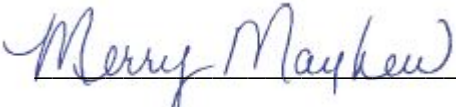
**Council Agendas:** The City Council agenda is now available for public review at the City's website at [www.hughson.org](http://www.hughson.org) and City Clerk's Office, 7018 Pine Street, Hughson, California on the Friday, prior to the scheduled meeting. Copies and/or subscriptions can be purchased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

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



## CITY COUNCIL AGENDA ITEM NO. 2.1

### SECTION 2: ELECTION RESULTS

**Meeting Date:** December 14, 2020  
**Subject:** Adopt Resolution No. 2020-71, Declaring the Results of the Consolidated General Municipal Election Held on November 3, 2020  
**Enclosure:** Statement of the Vote for Stanislaus County  
**Presented By:** Ashton Gose, Deputy City Clerk  
**Approved By:** 

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#### Staff Recommendation:

Adopt Resolution No. 2020-71, Declaring the Results of the Consolidated General Municipal Election held on November 3, 2020.

#### Discussion:

A consolidated General Municipal Election was held on Tuesday, November 3, 2020 as required by law, for the purpose of electing a Mayor and two (2) persons to the City Council and submitting to the voters a question relating to the term of office for the mayor's position. Stanislaus County Registrar of Voters has canvassed the returns of the election and has certified the results to this City Council. The results, which were received by the Deputy City Clerk on November 30, 2020, are attached as "Exhibit A", Certificate of Facts and Certified Statement of the Vote for Stanislaus County.

The results for this City Council are as follows:

#### MAYOR CANDIDATES

#### VOTES

Jeramy Young

2773

#### COUNCIL MEMBER CANDIDATES

#### VOTES

Samuel T. Rush Jr.

1601

Ramon Bawanan

1461

Michael Buck

1349

Following the declaration of the election results, the Deputy City Clerk will administer the Oaths of Office to newly re-elected Mayor Jeramy Young, and newly elected Councilmembers Ramon Bawanan and Samuel Rush.

The Deputy City Clerk will then conduct a Roll Call of the new Hughson City Council:

Mayor Jeramy Young  
Councilmember George Carr  
Councilmember Ramon Bawanan  
Councilmember Harold Hill  
Councilmember Samuel Rush

The results for Measure V are as follows:

<b><u>MEASURE V</u></b>	<b><u>YES VOTES:</u></b>	<b><u>NO VOTES:</u></b>
Shall the term of office be four years?	1777	1378

The term change for the mayor's position will be effective at the next succeeding general municipal election (2022).

**Fiscal Impact:**

Per the Hughson Municipal Code, the Hughson Mayor is compensated \$300.00 and Hughson City Council members are compensated \$250.00 per month and are reimbursed for actual and necessary expenses incurred in the performance of official duties.



**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2020-71**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON  
DECLARING THE RESULTS OF THE CONSOLIDATED GENERAL MUNICIPAL  
ELECTION HELD ON TUESDAY, NOVEMBER 3, 2020**

**WHEREAS**, the Consolidated General Municipal Election was held and conducted on November 3, 2020 as required by law, for the purpose of electing a Mayor for a two (2) year term and two (2) persons to the City Council for a four (4) year term and submitting to the voters a question relating to the term of office for the mayor's position; and

**WHEREAS**, the Notice of Election was given in time, form, and a manner as provided by law; that the voting precincts were properly established; that election officers were appointed and that in all respects, the election was held and conducted and the votes were cast, received, and canvassed, and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

**WHEREAS**, the Stanislaus County Elections Office canvassed the returns of the election and has certified the results to this City Council; the results are received, attached, and made a part hereof as "Exhibit A – Certificate of Facts and Certified Statement of the Vote for Stanislaus County."

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson does hereby declare, determine, and order as follows:

Section 1: That the names and number of votes cast in favor of persons voted for at the election for Member of the City Council are as follows:

<b><u>MAYOR CANDIDATES</u></b>	<b><u>VOTES</u></b>
Jeremy Young	2773
<b><u>COUNCIL MEMBER CANDIDATES</u></b>	<b><u>VOTES</u></b>
Samuel T. Rush Jr.	1601
Ramon Bawanan	1461
Michael Buck	1349

Section 2: That the whole number of votes cast in the City of Hughson of the 4,047 registered voters is 3,335, a percentage turnout of 81.86%; and

Section 3: That the City Council of the City of Hughson does declare and determine that: Jeremy Young was elected as Mayor for a two-year term, and that Samuel T. Rush Jr. and Ramon Bawanan were elected as Council Members for a four-year term, all commencing on December 14, 2020; and

Section 4: That the Deputy City Clerk, as the elections official, shall immediately sign and deliver to each person elected a Certificate of Election and administer to each person elected the Oath of Office prescribed in the California Constitution; and

Section 5: That “Measure V” was submitted to the known qualified electors of the City of Hughson at the Presidential General Election held on November 3, 2020; and

Section 6: That the measure and number of votes cast in favor of the measure voted for at the election for “Measure V” are as follows:

<b><u>MEASURE V</u></b>	<b><u>YES VOTES:</u></b>	<b><u>NO VOTES:</u></b>
Shall the term of office be four years?	1777	1378

Section 7: That the number of votes cast in favor of the measure meet the passage requirement of majority (50% + 1); and

Section 8: That the change to the term of office for the mayor will be effective at the next succeeding general municipal election; and

Section 5: That the Deputy City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at a regular meeting held on this 14<sup>th</sup> day of December 2020, by the following roll call vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**JERAMY YOUNG, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Ashton Gose, Deputy City Clerk**



**OFFICE OF COUNTY CLERK-RECORDER**

**DONNA LINDER**  
**County Clerk-Recorder, Registrar of Voters &**  
**Commissioner of Civil Marriage**

**REGISTRAR OF VOTERS**  
**ELECTIONS DIVISION:**  
1021 "I" Street, Suite 101, Modesto, CA 95354  
Telephone: 209.525.5200  
Facsimile: 209.525.5802

STATE OF CALIFORNIA }  
County of Stanislaus } ss.

**CERTIFICATE OF FACTS**

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "V"** was submitted to the known qualified electors of the **CITY OF HUGHSON** at the Presidential General Election held on November 3, 2020.

The results of the Official Canvass conducted by this office are as follows:

<b><u>YES VOTES</u></b>	<b><u>NO VOTES</u></b>
1,777	1,378

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23<sup>rd</sup> day of November 2020.



A handwritten signature in blue ink that reads 'Donna Linder'.

**Donna Linder**  
County Clerk-Recorder & Registrar of Voters  
County of Stanislaus  
State of California



**STATEMENT OF THE VOTE  
FOR**

**STANISLAUS COUNTY**

**STATE OF CALIFORNIA**

**-CAST AT THE-**

**PRESIDENTIAL GENERAL ELECTION**

**-HELD-**

**TUESDAY, NOVEMBER 3, 2020**

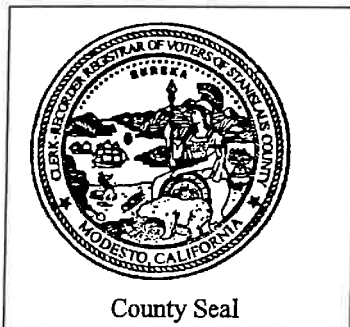
**STATE OF CALIFORNIA**

**COUNTY OF STANISLAUS**

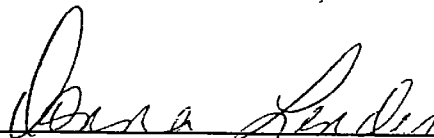
} ss.

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters for the County of Stanislaus, State of California, in accordance with the provisions of Section 15301 of the California Elections Code, do hereby certify that the within is a true and correct statement of result of the votes cast in this county at the Presidential General Election as determined by the official canvass of the returns of said election.

Witness my hand and seal, this 23<sup>rd</sup> day of November 2020.



County Seal

  
**Donna Linder**  
County Clerk-Recorder & Registrar of Voters  
County of Stanislaus  
State of California



**OFFICE OF COUNTY CLERK-RECORDER**

**DONNA LINDER**  
County Clerk-Recorder, Registrar of Voters &  
Commissioner of Civil Marriage

**REGISTRAR OF VOTERS  
ELECTIONS DIVISION:**

1021 "I" Street, Suite 101, Modesto, CA 95354  
Telephone: 209.525.5200  
Facsimile: 209.525.5802

**CERTIFICATION OF  
STANISLAUS COUNTY CLERK-RECORDER  
& REGISTRAR OF VOTERS  
OF THE RESULTS OF THE CANVASS OF THE  
NOVEMBER 3, 2020 PRESIDENTIAL GENERAL ELECTION**

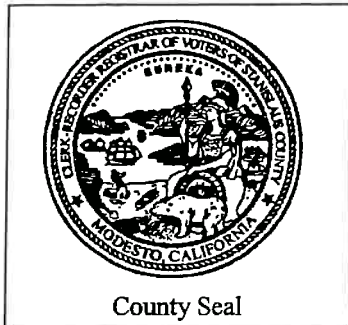
STATE OF CALIFORNIA

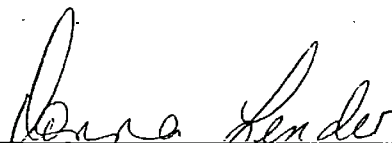
COUNTY OF STANISLAUS

} ss.

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters for the County of Stanislaus, State of California, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the Presidential General Election held in said County on November 3, 2020, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast to which this certificate is attached, is full, true and correct.

I hereby set my hand and official seal this 23<sup>rd</sup> day of November 2020 at the County of Stanislaus.



  
\_\_\_\_\_  
**Donna Linder**  
County Clerk-Recorder & Registrar of Voters  
County of Stanislaus  
State of California



**OFFICE OF COUNTY CLERK-RECORDER**

**DONNA LINDER**  
County Clerk-Recorder, Registrar of Voters &  
Commissioner of Civil Marriage

**REGISTRAR OF VOTERS**  
**ELECTIONS DIVISION:**  
1021 "I" Street, Suite 101, Modesto, CA 95354  
Telephone: 209.525.5200  
Facsimile: 209.525.5802

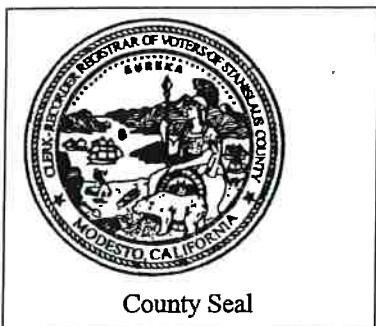
**HELP AMERICA VOTE ACT OF 2002**  
**CERTIFICATION OF ELECTIONS OFFICIAL**

STATE OF CALIFORNIA  
COUNTY OF STANISLAUS

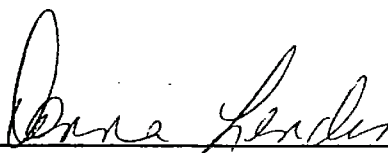
} ss.

Pursuant to the statewide voter registration list requirements set forth in the Help America Vote Act of 2002 (HAVA) 52 U.S.C. § 21083), I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters for the County of Stanislaus, State of California, hereby certify that I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the Presidential General Election held on the 3<sup>rd</sup> day of November 2020, in the County of Stanislaus, State of California, and all elections consolidated therewith.

I hereby set my hand and official seal this 23<sup>rd</sup> day of November 2020, in the County of Stanislaus.



County Seal

  
**Donna Linder**  
County Clerk-Recorder & Registrar of Voters  
County of Stanislaus  
State of California

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November 3, 2020 General

Stanislaus County

Official Results

OFFICIAL BALLOTS

General Election

Registered Voters  
217,517 of 279,730 = 77.76%

11/3/2020

Precincts Reporting  
192 of 192 = 100.00%

Run Time 3:50 PM  
Run Date 11/23/2020

Page 1

**President and Vice President - Vote for ONE Party**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
192	192	100.00%	217,517	279,730	77.76%

Choice	Party	Mail Ballots		Total	
Joseph R. Biden and Kamala D. Harris	DEM	105,841	49.24%	105,841	49.24%
Donald J. Trump and Michael R. Pence	REP	104,145	48.45%	104,145	48.45%
Jo Jorgensen and Jeremy "Spike" Cohen	LIB	2,494	1.16%	2,494	1.16%
Roque "Rocky" De La Fuente Guerra and Kanye Omari West	AI	926	0.43%	926	0.43%
Howie Hawkins and Angela Nicole Walker	GRN	742	0.35%	742	0.35%
Gloria La Riva and Sunil Freeman	PAF	728	0.34%	728	0.34%
Brian Carroll and Amar Patel (W)		62	0.03%	62	0.03%
Jesse Ventura and Cynthia McKinney (W)		9	0.00%	9	0.00%
Mark Charles and Adrian Wallace (W)		7	0.00%	7	0.00%
Brock Pierce and Karla Ballard (W)		0	0.00%	0	0.00%
Joseph Kishore and Norissa Santa Cruz (W)		0	0.00%	0	0.00%
Cast Votes:		214,954	100.00%	214,954	100.00%
Undervotes:		1,337		1,337	
Overvotes:		193		193	
Non-Qualified Write-Ins:		1,033		1,033	
Unresolved Write-Ins:		0		0	

**United States Representative District 10 - Vote for ONE**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
192	192	100.00%	217,517	279,730	77.76%

Choice	Party	Mail Ballots		Total	
Josh Harder		115,503	54.75%	115,503	54.75%
Ted Howze		95,449	45.25%	95,449	45.25%
Cast Votes:		210,952	100.00%	210,952	100.00%
Undervotes:		6,544		6,544	
Overvotes:		21		21	
Non-Qualified Write-Ins:		0		0	
Unresolved Write-Ins:		0		0	

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217,517 of 279,730 = 77.76%

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192 of 192 = 100.00%

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**Member of the State Assembly District 21 - Vote for ONE**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
82	82	100.00%	72,103	99,571	72.41%

Choice	Party	Mail Ballots		Total	
Adam Gray		40,883	59.37%	40,883	59.37%
Joel Gutierrez Campos		27,978	40.63%	27,978	40.63%
Cast Votes:		68,861	100.00%	68,861	100.00%
Undervotes:		3,239		3,239	
Overvotes:		3		3	
Non-Qualified Write-Ins:		0		0	
Unresolved Write-Ins:		0		0	

**Judge of the Superior Court Office 5 - Vote for ONE**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
192	192	100.00%	217,517	279,730	77.76%

Choice	Party	Mail Ballots		Total	
John R. Mayne		107,099	56.27%	107,099	56.27%
Kenneth Hara		83,241	43.73%	83,241	43.73%
Cast Votes:		190,340	100.00%	190,340	100.00%
Undervotes:		26,133		26,133	
Overvotes:		32		32	
Non-Qualified Write-Ins:		1,012		1,012	
Unresolved Write-Ins:		0		0	

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Yosemite Community College District Trustee Area 3 - Vote for ONE

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
33	33	100.00%	42,385	52,183	81.22%

Choice	Party	Mail Ballots		Total	
Milton Richards		15,009	41.23%	15,009	41.23%
Bryan Rogers		14,901	40.93%	14,901	40.93%
Sharokina Shams		6,495	17.84%	6,495	17.84%
Cast Votes:		36,405	100.00%	36,405	100.00%
Undervotes:		5,785		5,785	
Overvotes:		8		8	
Non-Qualified Write-Ins:		187		187	
Unresolved Write-Ins:		0		0	

Yosemite Community College District Trustee Area 5 - Vote for ONE

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
29	29	100.00%	32,103	40,471	79.32%

Choice	Party	Mail Ballots		Total	
Darin Gharat		16,493	59.99%	16,493	59.99%
Rosalio Rubio		10,999	40.01%	10,999	40.01%
Cast Votes:		27,492	100.00%	27,492	100.00%
Undervotes:		4,505		4,505	
Overvotes:		1		1	
Non-Qualified Write-Ins:		105		105	
Unresolved Write-Ins:		0		0	



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**Newman-Crows Landing Unified School District Governing Board Member - Area 1 - Vote for ONE**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	1,213	1,543	78.61%

Choice	Party	Mail Ballots		Total	
Janice P. Conforti		590	55.30%	590	55.30%
Alfredo Esquivel		477	44.70%	477	44.70%
Cast Votes:		1,067	100.00%	1,067	100.00%
Undervotes:		140		140	
Overvotes:		0		0	
Non-Qualified Write-Ins:		6		6	
Unresolved Write-Ins:		0		0	

**Turlock Unified School District Governing Board Member - Area 1 - Vote for ONE**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	5,154	6,374	80.86%

Choice	Party	Mail Ballots		Total	
Jose M. Sanchez		2,056	46.79%	2,056	46.79%
Miranda Chalabi		1,628	37.05%	1,628	37.05%
Jaimee Leigh Ellison		710	16.16%	710	16.16%
Cast Votes:		4,394	100.00%	4,394	100.00%
Undervotes:		727		727	
Overvotes:		2		2	
Non-Qualified Write-Ins:		31		31	
Unresolved Write-Ins:		0		0	

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**Keyes Union School District Governing Board Member - Area 4 - Vote for ONE**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	468	613	76.35%

Choice	Party	Mail Ballots		Total	
Mike Bernal		249	61.03%	249	61.03%
Harinder Grewal		159	38.97%	159	38.97%
Cast Votes:		408	100.00%	408	100.00%
Undervotes:		48		48	
Overvotes:		0		0	
Non-Qualified Write-Ins:		7		7	
Unresolved Write-Ins:		0		0	

**Salida Union School District Governing Board Member - Area 3 - Vote for ONE**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	1,470	1,877	78.32%

Choice	Party	Mail Ballots		Total	
Maria Elena Magana		910	67.81%	910	67.81%
Dennis Thompson		432	32.19%	432	32.19%
Cast Votes:		1,342	100.00%	1,342	100.00%
Undervotes:		114		114	
Overvotes:		0		0	
Non-Qualified Write-Ins:		2		2	
Unresolved Write-Ins:		0		0	

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**Supervisor - District 5 - Vote for ONE**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
25	25	100.00%	35,218	48,867	72.07%

Choice	Party	Mail Ballots		Total	
Channc A. Condit		18,616	60.00%	18,616	60.00%
Tom Hallinan		12,409	40.00%	12,409	40.00%
Cast Votes:		31,025	100.00%	31,025	100.00%
Undervotes:		3,978		3,978	
Overvotes:		4		4	
Non-Qualified Write-Ins:		211		211	
Unresolved Write-Ins:		0		0	

**City of Ceres Mayor - Vote for ONE**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	16,471	22,749	72.40%

Choice	Party	Mail Ballots		Total	
Javier Lopez		8,753	55.83%	8,753	55.83%
Bret Durossette		6,924	44.17%	6,924	44.17%
Cast Votes:		15,677	100.00%	15,677	100.00%
Undervotes:		684		684	
Overvotes:		4		4	
Non-Qualified Write-Ins:		43		43	
Unresolved Write-Ins:		0		0	

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### City of Ceres Treasurer - Vote for ONE

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	16,471	22,749	72.40%

Choice	Party	Mail Ballots		Total	
Kayla Martinez		8,802	59.52%	8,802	59.52%
Sopheap Dong-Carreon		5,986	40.48%	5,986	40.48%
Cast Votes:		14,788	100.00%	14,788	100.00%
Undervotes:		1,558		1,558	
Overvotes:		0		0	
Non-Qualified Write-Ins:		62		62	
Unresolved Write-Ins:		0		0	

### City of Hughson Mayor - Vote for ONE

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	3,412	4,074	83.75%

Choice	Party	Mail Ballots		Total	
Jeremy Young		2,773	100.00%	2,773	100.00%
Cast Votes:		2,773	100.00%	2,773	100.00%
Undervotes:		453		453	
Overvotes:		0		0	
Non-Qualified Write-Ins:		173		173	
Unresolved Write-Ins:		0		0	



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**City of Modesto Member, City Council - District 1 - Vote for ONE**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	15,023	19,093	78.68%

Choice	Party	Mail Ballots		Total	
Rosa Escutia-Braaton		5,481	42.39%	5,481	42.39%
Jennifer Hidalgo		4,436	34.31%	4,436	34.31%
John Lane Gunderson		1,827	14.13%	1,827	14.13%
Amin Vohra		1,186	9.17%	1,186	9.17%
Cast Votes:		12,930	100.00%	12,930	100.00%
Undervotes:		1,916		1,916	
Overvotes:		4		4	
Non-Qualified Write-Ins:		90		90	
Unresolved Write-Ins:		0		0	

**City of Modesto Member, City Council - District 3 - Vote for ONE**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
10	10	100.00%	16,103	20,571	78.28%

Choice	Party	Mail Ballots		Total	
Chris Ricci		5,179	35.04%	5,179	35.04%
Janice E. Keating		5,004	33.86%	5,004	33.86%
Jim Applegate		4,597	31.10%	4,597	31.10%
Cast Votes:		14,780	100.00%	14,780	100.00%
Undervotes:		1,198		1,198	
Overvotes:		1		1	
Non-Qualified Write-Ins:		48		48	
Unresolved Write-Ins:		0		0	

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City of Newman Member, City Council - Vote for no more than TWO

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	4,046	5,290	76.48%

Choice	Party	Mail Ballots		Total	
John Pimentel		2,237	45.51%	2,237	45.51%
Laroy McDonald		1,822	37.07%	1,822	37.07%
Walter Stead Waite III		856	17.42%	856	17.42%
Cast Votes:		4,915	100.00%	4,915	100.00%
Undervotes:		3,126		3,126	
Overvotes:		3		3	
Non-Qualified Write-Ins:		45		45	
Unresolved Write-Ins:		0		0	

City of Newman Treasurer - Vote for ONE

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	4,046	5,290	76.48%

Choice	Party	Mail Ballots		Total	
Mary M. Moore		3,451	100.00%	3,451	100.00%
Cast Votes:		3,451	100.00%	3,451	100.00%
Undervotes:		537		537	
Overvotes:		1		1	
Non-Qualified Write-Ins:		57		57	
Unresolved Write-Ins:		0		0	

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### City of Oakdale Treasurer - Vote for ONE

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	11,032	13,208	83.53%

Choice	Party	Mail Ballots		Total	
Maria L. Wilson		8,643	100.00%	8,643	100.00%
Cast Votes:		8,643	100.00%	8,643	100.00%
Undervotes:		2,176		2,176	
Overvotes:		0		0	
Non-Qualified Write-Ins:		157		157	
Unresolved Write-Ins:		0		0	

### City of Patterson Mayor - Vote for ONE

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	8,256	10,822	76.29%

Choice	Party	Mail Ballots		Total	
Dennis McCord		4,084	52.64%	4,084	52.64%
Mark W. Miles		2,060	26.55%	2,060	26.55%
David Keller		1,614	20.80%	1,614	20.80%
Cast Votes:		7,758	100.00%	7,758	100.00%
Undervotes:		459		459	
Overvotes:		5		5	
Non-Qualified Write-Ins:		34		34	
Unresolved Write-Ins:		0		0	

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City of Riverbank Member, City Council - District 2 - Vote for ONE

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	2,181	2,930	74.44%

Choice	Party	Mail Ballots		Total	
Rachel Hernandez		1,437	71.17%	1,437	71.17%
Cindy Fosi		582	28.83%	582	28.83%
Cast Votes:		2,019	100.00%	2,019	100.00%
Undervotes:		151		151	
Overvotes:		0		0	
Non-Qualified Write-Ins:		11		11	
Unresolved Write-Ins:		0		0	

City of Turlock Member, City Council - District 2 - Vote for ONE

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	4,948	7,116	69.53%

Choice	Party	Mail Ballots		Total	
Rebecka Monez		2,278	49.77%	2,278	49.77%
Gil Esquer		1,284	28.05%	1,284	28.05%
Ruben T. Wegner		1,015	22.18%	1,015	22.18%
Cast Votes:		4,577	100.00%	4,577	100.00%
Undervotes:		321		321	
Overvotes:		6		6	
Non-Qualified Write-Ins:		11		11	
Unresolved Write-Ins:		0		0	



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### City of Waterford Mayor - Vote for ONE

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	3,297	4,324	76.25%

Choice	Party	Mail Ballots		Total	
Jose M. Aldaco		2,737	100.00%	2,737	100.00%
Cast Votes:		2,737	100.00%	2,737	100.00%
Undervotes:		378		378	
Overvotes:		0		0	
Non-Qualified Write-Ins:		182		182	
Unresolved Write-Ins:		0		0	

### City of Waterford Member, City Council - Vote for no more than TWO

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	3,297	4,324	76.25%

Choice	Party	Mail Ballots		Total	
Jamie Hilton		2,263	59.62%	2,263	59.62%
Jill Kitchens		1,533	40.38%	1,533	40.38%
Cast Votes:		3,796	100.00%	3,796	100.00%
Undervotes:		2,740		2,740	
Overvotes:		0		0	
Non-Qualified Write-Ins:		58		58	
Unresolved Write-Ins:		0		0	

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**Oakdale Irrigation District Director - Division 1 - Vote for ONE**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	4,620	5,257	87.88%

Choice	Party	Mail Ballots		Total	
Ed Tobias		2,531	58.97%	2,531	58.97%
Donald "Duke" Cooper		1,761	41.03%	1,761	41.03%
Cast Votes:		4,292	100.00%	4,292	100.00%
Undervotes:		297		297	
Overvotes:		1		1	
Non-Qualified Write-Ins:		17		17	
Unresolved Write-Ins:		0		0	

**Oakdale Irrigation District Director - Division 4 - Vote for ONE**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	2,341	3,045	76.88%

Choice	Party	Mail Ballots		Total	
Linda Santos		1,155	53.67%	1,155	53.67%
Henry Dotinga		997	46.33%	997	46.33%
Cast Votes:		2,152	100.00%	2,152	100.00%
Undervotes:		167		167	
Overvotes:		0		0	
Non-Qualified Write-Ins:		11		11	
Unresolved Write-Ins:		0		0	

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### PROPOSITION 15

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
192	192	100.00%	217,517	279,730	77.76%

Choice	Party	Mail Ballots		Total	
NO		131,580	62.38%	131,580	62.38%
YES		79,343	37.62%	79,343	37.62%
Cast Votes:		210,923	100.00%	210,923	100.00%
Undervotes:		5,454		5,454	
Overvotes:		27		27	
Non-Qualified Write-Ins:		0		0	
Unresolved Write-Ins:		0		0	

### PROPOSITION 16

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
192	192	100.00%	217,517	279,730	77.76%

Choice	Party	Mail Ballots		Total	
NO		144,168	69.29%	144,168	69.29%
YES		63,899	30.71%	63,899	30.71%
Cast Votes:		208,067	100.00%	208,067	100.00%
Undervotes:		8,317		8,317	
Overvotes:		18		18	
Non-Qualified Write-Ins:		0		0	
Unresolved Write-Ins:		0		0	

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### PROPOSITION 19

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
192	192	100.00%	217,517	279,730	77.76%

Choice	Party	Mail Ballots		Total	
NO		105,200	50.55%	105,200	50.55%
YES		102,927	49.45%	102,927	49.45%
Cast Votes:		208,127	100.00%	208,127	100.00%
Undervotes:		8,133		8,133	
Overvotes:		25		25	
Non-Qualified Write-Ins:		0		0	
Unresolved Write-Ins:		0		0	

### PROPOSITION 20

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
192	192	100.00%	217,517	279,730	77.76%

Choice	Party	Mail Ballots		Total	
NO		117,405	56.31%	117,405	56.31%
YES		91,095	43.69%	91,095	43.69%
Cast Votes:		208,500	100.00%	208,500	100.00%
Undervotes:		7,733		7,733	
Overvotes:		35		35	
Non-Qualified Write-Ins:		0		0	
Unresolved Write-Ins:		0		0	



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### PROPOSITION 23

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
192	192	100.00%	217,517	279,730	77.76%

Choice	Party	Mail Ballots		Total	
NO		143,802	68.85%	143,802	68.85%
YES		65,067	31.15%	65,067	31.15%
Cast Votes:		208,869	100.00%	208,869	100.00%
Undervotes:		7,359		7,359	
Overvotes:		37		37	
Non-Qualified Write-Ins:		0		0	
Unresolved Write-Ins:		0		0	

### PROPOSITION 24

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
192	192	100.00%	217,517	279,730	77.76%

Choice	Party	Mail Ballots		Total	
YES		111,225	53.60%	111,225	53.60%
NO		96,271	46.40%	96,271	46.40%
Cast Votes:		207,496	100.00%	207,496	100.00%
Undervotes:		8,638		8,638	
Overvotes:		18		18	
Non-Qualified Write-Ins:		0		0	
Unresolved Write-Ins:		0		0	

November 3, 2020 General

Stanislaus County

OFFICIAL BALLOTS

General Election

11/3/2020

Page 33

Run Time 3:50 PM  
Run Date 11/23/2020

Official Results

Registered Voters

217517 of 279730 = 77.76%

Precincts Reporting

192 of 192 = 100.00%

**Newman-Crows Landing Unified School District Measure X**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
7	7	100.00%	5,346	6,949	76.93%

Choice	Party	Mail Ballots		Total	
BONDS-YES		3,060	59.93%	3,060	59.93%
BONDS-NO		2,046	40.07%	2,046	40.07%
Cast Votes:		5,106	100.00%	5,106	100.00%
Undervotes:		200		200	
Overvotes:		1		1	
Non-Qualified Write-Ins:		0		0	
Unresolved Write-Ins:		0		0	

**Salida Union School District Measure U**

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	8,775	10,900	80.50%

Choice	Party	Mail Ballots		Total	
BONDS-YES		4,700	56.19%	4,700	56.19%
BONDS-NO		3,664	43.81%	3,664	43.81%
Cast Votes:		8,364	100.00%	8,364	100.00%
Undervotes:		335		335	
Overvotes:		1		1	
Non-Qualified Write-Ins:		0		0	
Unresolved Write-Ins:		0		0	

November 3, 2020 General

Stanislaus County

Official Results

OFFICIAL BALLOTS

General Election

Registered Voters

217517 of 279730 = 77.76%

Run Time 3:50 PM

11/3/2020

Precincts Reporting

192 of 192 = 100.00%

Run Date 11/23/2020

Page 35

City of Hughson - Measure V

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	3,412	4,074	83.75%

Choice	Party	Mail Ballots		Total	
YES		1,777	56.32%	1,777	56.32%
NO		1,378	43.68%	1,378	43.68%
Cast Votes:		3,155	100.00%	3,155	100.00%
Undervotes:		243		243	
Overvotes:		1		1	
Non-Qualified Write-Ins:		0		0	
Unresolved Write-Ins:		0		0	

City of Turlock - Measure A

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
13	13	100.00%	30,791	38,248	80.50%

Choice	Party	Mail Ballots		Total	
YES		16,739	56.71%	16,739	56.71%
NO		12,777	43.29%	12,777	43.29%
Cast Votes:		29,516	100.00%	29,516	100.00%
Undervotes:		1,049		1,049	
Overvotes:		3		3	
Non-Qualified Write-Ins:		0		0	
Unresolved Write-Ins:		0		0	

**PRESIDENTIAL GENERAL ELECTION  
TUESDAY, NOVEMBER 3, 2020  
STANISLAUS COUNTY**

**VOTES CAST FOR A CERTIFIED WRITE-IN CANDIDATE  
ARE INCLUDED IN THE RESULTS FOR EACH OFFICE**

**A DESIGNATION OF (W) WILL APPEAR BY THE NAME  
OF EACH CERTIFIED WRITE-IN CANDIDATE**



**OFFICE OF COUNTY CLERK / RECORDER  
& REGISTRAR OF VOTERS  
ELECTIONS DIVISION**

**DONNA LINDER**  
**County Clerk / Recorder / Registrar of Voters &  
Commissioner of Civil Marriage**

*Elections: 1021 "I" Street, Suite 101, Modesto, CA 95354  
Telephone: 209.525.5200  
Facsimile: 209.525.5802*

## **1% Post Election Manual Tally Report**

**Presidential General Election – November 3, 2020**

The Stanislaus County 1% Post Election Manual Tally identified no discrepancies between the machine count and the manual tally. Elections Code 15360(e)

## Local Measure Ballot Question - November 3, 2020

### **Measure S - City of Waterford (Cannabis Business License Tax) - Passage Requirement - Majority (50%+1)**

Ballot Question: Shall the City of Waterford amend Municipal Code Title 5, entitled "Business Taxes, Licenses and Regulations," by adding Chapter 5.50, entitled "Cannabis Business Tax", allowing the City Council, by resolution, to set the business license tax rule for every person engaged in a cannabis business in an amount up to, but not to exceed, .15¢ for each \$1.00 of gross receipts?

### **Measure T - Waterford Unified School District (Bond Measure) Passage Requirement - 55%**

Ballot Question: Without increasing estimated tax rates, shall Waterford Unified School District's measure to retrofit and renovate classrooms including vocational education; enhance student safety/school security; increase access to internet/technology; and upgrade emergency preparedness at Richard M. Moon Primary, Waterford Junior, Lucille Whitehead Intermediate, and Sentinel and Waterford High be adopted, authorizing \$5,350,000 in bonds, extending but not increasing current rates by \$0.03 per \$100 of assessed valuation until repaid, raising \$370,000/ year for bond repayment with legal rates, annual audits and independent oversight?  
Bonds-Yes    Bonds-No

### **Measure U - Salida Union School District (Bond Measure) Passage Requirement - 55%**

Ballot Question: To retrofit and renovate classrooms at Dena Boer, Mildred Perkins, Salida and Sisk Elementary Schools and Salida Middle School; increase student internet and computer technology access; upgrade emergency communication/ preparedness and fire alarm systems; improve campus security /student safety; repair roofs and create local construction jobs, shall Salida Union School District's measure authorizing \$9.24 million in bonds be adopted with payments averaging less than 2¢ per \$100 assessed valuation (raising an average \$644,000/ year until repaid), legal rates, annual audits and independent oversight?  
Bonds-Yes    Bonds-No

### **Measure V - City of Hughson (Four Year Mayor Term) Passage Requirement - Majority (50%+1)**

Ballot Question: Shall the term of office of mayor be four years?

### **Measure W - Hughson Fire Protection District (Special Tax) Passage Requirement - 2/3**

Ballot Question: **HUGHSON FIRE PROTECTION DISTRICT PUBLIC SAFETY SPECIAL TAX**  
To ensure rapid fire protection and emergency medical response is continued in our community, shall the Hughson Fire Protection District levy an annual special tax for 12 years, including \$39.75/residential unit, raising approximately \$167,000/year, to acquire lifesaving equipment and emergency vehicles/apparatus, and to fund improvements to the fire station, with all money staying local to the benefit of the Hughson community, and independent annual audits to protect the taxpayer investment?

### **Measure X - Newman-Crows Landing Unified School District (Bond Measure) Passage Requirement - 55%**

Ballot Question: With no increase in estimated tax rates, shall Newman-Crows Landing Unified School District's measure to expand vocational education classrooms; increase student internet/technology access; retrofit/construct classrooms/P.E. facilities; upgrade school security/student safety/emergency preparedness; be adopted, authorizing \$25.82 million in bonds, extending but not increasing current rates (averaging less than \$48/\$100,000 assessed valuation) until repaid, raising average \$1.8 million/year, with legal interest rates, annual audits, independent oversight and qualifying for State reimbursement?  
Bonds-Yes    Bonds-No



## Local Measure Ballot Question - November 3, 2020

### **Measure Y - Stanislaus Union School District (Bond Measure) *Passage Requirement - 55%***

Ballot Question:	<p>With no increase in total approved debt, shall Stanislaus Union School District's measure to retrofit/construct classrooms; increase student internet/ technology access; improve school security/ student safety; upgrade emergency communication systems; and create local construction jobs be adopted, allowing immediate access to \$21.4 million of previously approved bonds through issuance of new bonds with annual payments less than 3¢ per \$100 of assessed valuation (generating \$1.6 million dollars/ year until repaid), legal rates, annual audits and independent oversight?</p> <p>Bonds-Yes    Bonds-No</p>
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### **Measure Z - Burbank-Paradise Fire Protection District (Special Tax) *Passage Requirement - 2/3***

Ballot Question:	<p>To fund necessary fire protection and emergency medical response, saving lives and property, shall the Burbank-Paradise Fire Protection District Ordinance No. 20-02 be adopted, authorizing the District to levy a special tax, including \$250 per residential unit, raising approximately \$615,000 annually until repealed, to fund life-saving and property preserving fire protection and emergency medical services, equipment and capital improvements, with annual audits, and all money staying local?</p>
------------------	---

### **Measure A - City of Turlock (Transactions and Use (Sales) Tax) *Passage Requirement - Majority (50%+1)***

Ballot Question:	<p><b>City of Turlock, 911 Safety/Emergency Medical Response, Community Services Measure:</b> Shall the measure to maintain fire, 9-1-1 emergency medical response, neighborhood safety, anti-gang/anti-drug programs; restore fire station staffing; address homelessness, vagrancy; keep public areas safe/clean; repair streets, potholes; retain small businesses, local jobs; and other general services by establishing a ¼¢ sales tax providing approximately \$11,000,000 annually until ended by voters, requiring public disclosure of spending, all funds used locally, be adopted?</p>
------------------	--



**OFFICE OF COUNTY CLERK-RECORDER**

**DONNA LINDER**  
County Clerk-Recorder, Registrar of Voters &  
Commissioner of Civil Marriage

**REGISTRAR OF VOTERS**  
**ELECTIONS DIVISION:**  
1021 "I" Street, Suite 101, Modesto, CA 95354  
Telephone: 209.525.5200  
Facsimile: 209.525.5802

STATE OF CALIFORNIA }  
County of Stanislaus } ss.

**CERTIFICATE OF FACTS**

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "S"** was submitted to the known qualified electors of the **CITY OF WATERFORD** at the Presidential General Election held on November 3, 2020.

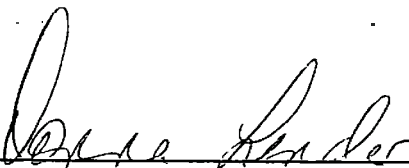
The results of the Official Canvass conducted by this office are as follows:

<b><u>YES VOTES</u></b>	<b><u>NO VOTES</u></b>
1,846	1,302

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23<sup>rd</sup> day of November 2020.



  
**Donna Linder**  
County Clerk-Recorder & Registrar of Voters  
County of Stanislaus  
State of California





**OFFICE OF COUNTY CLERK-RECORDER**

**DONNA LINDER**  
County Clerk-Recorder, Registrar of Voters &  
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**REGISTRAR OF VOTERS**  
**ELECTIONS DIVISION:**  
1021 "I" Street, Suite 101, Modesto, CA 95354  
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STATE OF CALIFORNIA }  
County of Stanislaus } ss.

**CERTIFICATE OF FACTS**

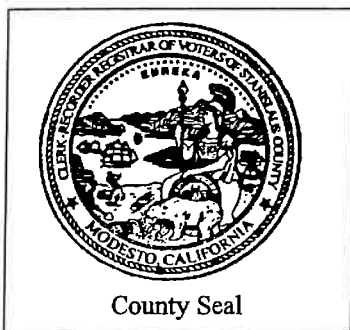
I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "T"** was submitted to the known qualified electors of the **WATERFORD UNIFIED SCHOOL DISTRICT** at the Presidential General Election held on November 3, 2020.

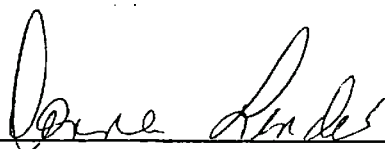
The results of the Official Canvass conducted by this office are as follows:

<b><u>YES VOTES</u></b>	<b><u>NO VOTES</u></b>
2,081	1,705

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23<sup>rd</sup> day of November 2020.



  
**Donna Linder**  
County Clerk-Recorder & Registrar of Voters  
County of Stanislaus  
State of California



**OFFICE OF COUNTY CLERK-RECORDER**

**DONNA LINDER**  
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1021 "I" Street, Suite 101, Modesto, CA 95354  
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STATE OF CALIFORNIA }  
County of Stanislaus } ss.

**CERTIFICATE OF FACTS**

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "U"** was submitted to the known qualified electors of the **SALIDA UNION SCHOOL DISTRICT** at the Presidential General Election held on November 3, 2020.

The results of the Official Canvass conducted by this office are as follows:

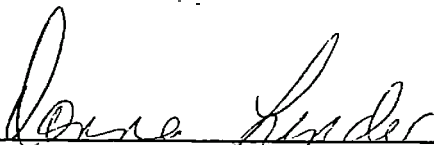
<b><u>YES VOTES</u></b>	<b><u>NO VOTES</u></b>
4,700	3,664

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23<sup>rd</sup> day of November 2020.



County Seal

  
**Donna Linder**  
County Clerk-Recorder & Registrar of Voters  
County of Stanislaus  
State of California



**OFFICE OF COUNTY CLERK-RECORDER**

**DONNA LINDER**  
County Clerk-Recorder, Registrar of Voters &  
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**REGISTRAR OF VOTERS  
ELECTIONS DIVISION:**  
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Facsimile: 209.525.5802

STATE OF CALIFORNIA }  
County of Stanislaus } ss.

**CERTIFICATE OF FACTS**

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "V"** was submitted to the known qualified electors of the **CITY OF HUGHSON** at the Presidential General Election held on November 3, 2020.

The results of the Official Canvass conducted by this office are as follows:

**YES VOTES**

1,777

**NO VOTES**


1,378

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23<sup>rd</sup> day of November 2020.



County Seal

  
**Donna Linder**  
County Clerk-Recorder & Registrar of Voters  
County of Stanislaus  
State of California



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STATE OF CALIFORNIA }  
County of Stanislaus } ss.

**CERTIFICATE OF FACTS**

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "W"** was submitted to the known qualified electors of the **HUGHSON FIRE PROTECTION DISTRICT** at the Presidential General Election held on November 3, 2020.

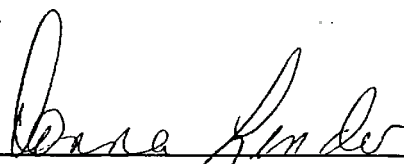
The results of the Official Canvass conducted by this office are as follows:

<b><u>YES VOTES</u></b>	<b><u>NO VOTES</u></b>
3,137	1,964

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23<sup>rd</sup> day of November 2020.



  
**Donna Linder**  
County Clerk-Recorder & Registrar of Voters  
County of Stanislaus  
State of California



**OFFICE OF COUNTY CLERK-RECORDER**

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STATE OF CALIFORNIA }  
County of Stanislaus } ss.

**CERTIFICATE OF FACTS**

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "X"** was submitted to the known qualified electors of the **NEWMAN-CROWS LANDING UNIFIED SCHOOL DISTRICT** at the Presidential General Election held on November 3, 2020.

The results of the Official Canvass conducted by this office are as follows:

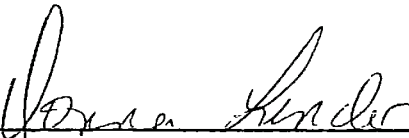
<u>YES VOTES</u>	<u>NO VOTES</u>
3,060	2,046

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23<sup>rd</sup> day of November 2020.



County Seal

  
\_\_\_\_\_  
**Donna Linder**  
County Clerk-Recorder & Registrar of Voters  
County of Stanislaus  
State of California



**OFFICE OF COUNTY CLERK-RECORDER**

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STATE OF CALIFORNIA }  
County of Stanislaus } ss.

**CERTIFICATE OF FACTS**

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "Y"** was submitted to the known qualified electors of the **STANISLAUS UNION SCHOOL DISTRICT** at the Presidential General Election held on November 3, 2020.

The results of the Official Canvass conducted by this office are as follows:

**YES VOTES**

7,753

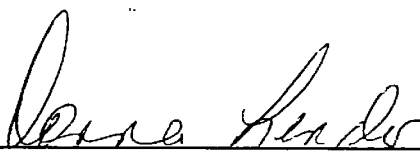
**NO VOTES**

4,897

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23<sup>rd</sup> day of November 2020.



  
**Donna Linder**  
County Clerk-Recorder & Registrar of Voters  
County of Stanislaus  
State of California



**OFFICE OF COUNTY CLERK-RECORDER**

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Facsimile: 209.525.5802

STATE OF CALIFORNIA }  
County of Stanislaus } ss.

**CERTIFICATE OF FACTS**

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "Z"** was submitted to the known qualified electors of the **BURBANK-PARADISE FIRE PROTECTION DISTRICT** at the Presidential General Election held on November 3, 2020.

The results of the Official Canvass conducted by this office are as follows:

**YES VOTES**

911

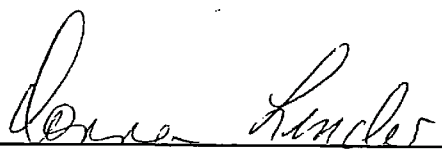
**NO VOTES**

763

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23<sup>rd</sup> day of November 2020.



  
**Donna Linder**  
County Clerk-Recorder & Registrar of Voters  
County of Stanislaus  
State of California



**OFFICE OF COUNTY CLERK-RECORDER**

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STATE OF CALIFORNIA }  
County of Stanislaus } ss.

**CERTIFICATE OF FACTS**

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "A"** was submitted to the known qualified electors of the **CITY OF TURLOCK** at the Presidential General Election held on November 3, 2020.

The results of the Official Canvass conducted by this office are as follows:

**YES VOTES**

16,739

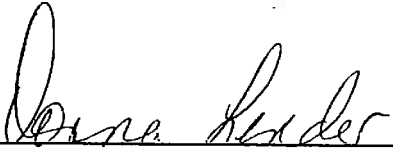
**NO VOTES**

12,777

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23<sup>rd</sup> day of November 2020.



  
**Donna Linder**  
County Clerk-Recorder & Registrar of Voters  
County of Stanislaus  
State of California



## City of Hughson Mayor

## Cumulative Totals

Precinct	Registration	Ballots Cast	Turnout (%)	Jeremy Young
114001-BT42	4,074	3,412	83.8	2,773
<b>Mail Ballots Totals</b>	4,074	3,412	83.8	2,773
<b>Grand Totals</b>	4,074	3,412	83.8	2,773

## City of Hughson Mayor

## Mail Ballots Totals

District	Registration	Ballots Cast	Turnout (%)	Jeremy Young
Stanislaus County	4,074	3,412	83.8	2,773
10TH CONGRESSIONAL DISTRICT	4,074	3,412	83.8	2,773
8TH SENATORIAL DISTRICT	4,074	3,412	83.8	2,773
STATE BOARD OF EQUALIZATION DISTRICT 1	4,074	3,412	83.8	2,773
12TH ASSEMBLY DISTRICT	4,074	3,412	83.8	2,773
2ND SUPERVISORIAL DISTRICT	4,074	3,412	83.8	2,773
Y.C.C.D. TRUSTEE AREA 3	4,074	3,412	83.8	2,773
CITY OF HUGHSON	4,074	3,412	83.8	2,773
HUGHSON FIRE PROTECTION DIST	4,074	3,412	83.8	2,773
COUNTYWIDE	4,074	3,412	83.8	2,773
STATEWIDE DISTRICT	4,074	3,412	83.8	2,773
<b>Mail Ballots Totals</b>	<b>4,074</b>	<b>3,412</b>	<b>83.8</b>	<b>2,773</b>

## City of Hughson Mayor

## Grand Totals

District	Registration	Ballots Cast	Turnout (%)	Jeremy Young
Stanislaus County	4,074	3,412	83.8	2773
10TH CONGRESSIONAL DISTRICT	4,074	3,412	83.8	2773
8TH SENATORIAL DISTRICT	4,074	3,412	83.8	2773
STATE BOARD OF EQUALIZATION DISTRICT 1	4,074	3,412	83.8	2773
12TH ASSEMBLY DISTRICT	4,074	3,412	83.8	2773
2ND SUPERVISORIAL DISTRICT	4,074	3,412	83.8	2773
Y.C.C.D. TRUSTEE AREA 3	4,074	3,412	83.8	2773
CITY OF HUGHSON	4,074	3,412	83.8	2773
HUGHSON FIRE PROTECTION DIST	4,074	3,412	83.8	2773
COUNTYWIDE	4,074	3,412	83.8	2773
STATEWIDE DISTRICT	4,074	3,412	83.8	2773
<b>Mail Ballots Totals</b>	<b>4,074</b>	<b>3,412</b>	<b>83.8</b>	<b>2,773</b>
<b>Grand Totals</b>	<b>4,074</b>	<b>3,412</b>	<b>83.8</b>	<b>2,773</b>

## City of Hughson Member, City Council

## Cumulative Totals

Precinct	Registration	Ballots Cast	Turnout (%)	Ramon Bawanian	Michael Buck	Samuel T. Rush Jr.
114001-BT42	4,074	3,412	83.8	1,461	1,349	1,601
<b>Mail Ballots Totals</b>	4,074	3,412	83.8	1,461	1,349	1,601
<b>Grand Totals</b>	4,074	3,412	83.8	1,461	1,349	1,601

## City of Hughson Member, City Council

## Mail Ballots Totals

District	Registration	Ballots Cast	Turnout (%)	Ramon Bawanian	Michael Buck	Samuel T. Rush Jr.
Stanislaus County	4,074	3,412	83.8	1,461	1,349	1,601
10TH CONGRESSIONAL DISTRICT	4,074	3,412	83.8	1,461	1,349	1,601
8TH SENATORIAL DISTRICT	4,074	3,412	83.8	1,461	1,349	1,601
STATE BOARD OF EQUALIZATION DISTRICT 1	4,074	3,412	83.8	1,461	1,349	1,601
12TH ASSEMBLY DISTRICT	4,074	3,412	83.8	1,461	1,349	1,601
2ND SUPERVISORIAL DISTRICT	4,074	3,412	83.8	1,461	1,349	1,601
Y.C.C.D. TRUSTEE AREA 3	4,074	3,412	83.8	1,461	1,349	1,601
CITY OF HUGHSON	4,074	3,412	83.8	1,461	1,349	1,601
HUGHSON FIRE PROTECTION DIST	4,074	3,412	83.8	1,461	1,349	1,601
COUNTYWIDE	4,074	3,412	83.8	1,461	1,349	1,601
STATEWIDE DISTRICT	4,074	3,412	83.8	1,461	1,349	1,601
<b>Mail Ballots Totals</b>	<b>4,074</b>	<b>3,412</b>	<b>83.8</b>	<b>1,461</b>	<b>1,349</b>	<b>1,601</b>

## City of Hughson Member, City Council

## Grand Totals

District	Registration	Ballots Cast	Turnout (%)	Ramon Bawanan	Michael Buck	Samuel T. Rush Jr.
Stanislaus County	4,074	3,412	83.8	1461	1349	1601
10TH CONGRESSIONAL DISTRICT	4,074	3,412	83.8	1461	1349	1601
8TH SENATORIAL DISTRICT	4,074	3,412	83.8	1461	1349	1601
STATE BOARD OF EQUALIZATION DISTRICT 1	4,074	3,412	83.8	1461	1349	1601
12TH ASSEMBLY DISTRICT	4,074	3,412	83.8	1461	1349	1601
2ND SUPERVISORIAL DISTRICT	4,074	3,412	83.8	1461	1349	1601
Y.C.C.D. TRUSTEE AREA 3	4,074	3,412	83.8	1461	1349	1601
CITY OF HUGHSON	4,074	3,412	83.8	1461	1349	1601
HUGHSON FIRE PROTECTION DIST	4,074	3,412	83.8	1461	1349	1601
COUNTYWIDE	4,074	3,412	83.8	1461	1349	1601
STATEWIDE DISTRICT	4,074	3,412	83.8	1461	1349	1601
<b>Mail Ballots Totals</b>	4,074	3,412	83.8	1,461	1,349	1,601
<b>Grand Totals</b>	4,074	3,412	83.8	1,461	1,349	1,601



## City of Hughson - Measure V

Cumulative Totals

Precinct	Registration	Ballots Cast	Turnout (%)	YES	NO
114001-BT42	4,074	3,412	83.8	1,777	1,378
<b>Mail Ballots Totals</b>	4,074	3,412	83.8	1,777	1,378
<b>Grand Totals</b>	4,074	3,412	83.8	1,777	1,378

## City of Hughson - Measure V

## Mail Ballots Totals

District	Registration	Ballots Cast	Turnout (%)	YES	NO
Stanislaus County	4,074	3,412	83.8	1,777	1,378
10TH CONGRESSIONAL DISTRICT	4,074	3,412	83.8	1,777	1,378
8TH SENATORIAL DISTRICT	4,074	3,412	83.8	1,777	1,378
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CITY OF HUGHSON	4,074	3,412	83.8	1,777	1,378
HUGHSON FIRE PROTECTION DIST	4,074	3,412	83.8	1,777	1,378
COUNTYWIDE	4,074	3,412	83.8	1,777	1,378
STATEWIDE DISTRICT	4,074	3,412	83.8	1,777	1,378
<b>Mail Ballots Totals</b>	<b>4,074</b>	<b>3,412</b>	<b>83.8</b>	<b>1,777</b>	<b>1,378</b>

## City of Hughson - Measure V

## Grand Totals

District	Registration	Ballots Cast	Turnout (%)	YES	NO
Stanislaus County	4,074	3,412	83.8	1,777	1,378
10TH CONGRESSIONAL DISTRICT	4,074	3,412	83.8	1,777	1,378
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<b>Mail Ballots Totals</b>	4,074	3,412	83.8	1,777	1,378
<b>Grand Totals</b>	4,074	3,412	83.8	1,777	1,378

# Certificate of Election and Oath of Office

STATE OF CALIFORNIA,

County of Stanislaus } ss.

I, Ashton Gose, Deputy City Clerk of the City of

HUGHSON

in the State of California, do hereby certify, that at the

**Presidential General Election**, held in this County, on the **3rd** day of **November, 2020**,

**JERAMY YOUNG**

was elected to the office of

**MAYOR**

as appears by the official result of the election, on file in my office.

**Witness** my hand and official seal this **14th** day of **December, 2020**.

By \_\_\_\_\_  
(ELECTION OFFICIAL /DEPUTY))

## OATH OF OFFICE

STATE OF CALIFORNIA,

County of Stanislaus } ss.

I, **JERAMY YOUNG**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

**MAYOR**

\_\_\_\_\_  
Jeramy Young

Subscribed and sworn to before me this **14th** day of **DECEMBER 2020**.

\_\_\_\_\_  
Ashton Gose, Deputy City Clerk

# Certificate of Election and Oath of Office

STATE OF CALIFORNIA,

County of Stanislaus } ss.

I, Ashton Gose, Deputy City Clerk of the City of

HUGHSON

in the State of California, do hereby certify, that at the

**Presidential General Election**, held in this County, on the **3rd** day of **November, 2020**,

**RAMON BAWANAN**

was elected to the office of

**COUNCILMEMBER**

as appears by the official result of the election, on file in my office.

**Witness** my hand and official seal this **14th** day of **December, 2020**.

By \_\_\_\_\_  
(ELECTION OFFICIAL /DEPUTY))

## OATH OF OFFICE

STATE OF CALIFORNIA,

County of Stanislaus } ss.

I, **RAMON BAWANAN**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

**COUNCILMEMBER**

\_\_\_\_\_  
**Ramon Bawanan**

Subscribed and sworn to before me this **14th** day of **DECEMBER 2020**.

\_\_\_\_\_  
**Ashton Gose, Deputy City Clerk**

# Certificate of Election and Oath of Office

STATE OF CALIFORNIA,

County of Stanislaus } ss.

I, Ashton Gose, Deputy City Clerk of the City of

HUGHSON

in the State of California, do hereby certify, that at the

Presidential General Election, held in this County, on the 3rd day of November, 2020,

**SAMUEL RUSH**

was elected to the office of

**COUNCILMEMBER**

as appears by the official result of the election, on file in my office.

~~Witness~~ my hand and official seal this 14th day of December, 2020.

By \_\_\_\_\_  
(ELECTION OFFICIAL /DEPUTY))

## OATH OF OFFICE

STATE OF CALIFORNIA,

County of Stanislaus } ss.

I, SAMUEL RUSH, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

**COUNCILMEMBER**

\_\_\_\_\_  
Samuel Rush

Subscribed and sworn to before me this 14th day of DECEMBER 2020.

\_\_\_\_\_  
Ashton Gose, Deputy City Clerk





## **CITY COUNCIL AGENDA ITEM NO. 4.1**

### **SECTION 4: CONSENT CALENDAR**

**Meeting Date:** December 14, 2020  
**Subject:** Approval of the City Council Minutes  
**Presented By:** Ashton Gose, Deputy City Clerk

**Approved By:** Merry Mayhew

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#### **Staff Recommendation:**

Approve the Minutes of the Regular Meeting of November 23, 2020.

#### **Background and Overview:**

The draft minutes of the November 23, 2020 meeting are prepared for the Council's review.



**CITY OF HUGHSON**  
**CITY COUNCIL MEETING**  
CITY HALL COUNCIL CHAMBERS  
(WEBEX VIDEOCONFERENCE)  
7018 PINE STREET, HUGHSON, CA

**MINUTES**  
**MONDAY, NOVEMBER 23, 2020 – 7:01 P.M.**

**SPECIAL NOTICE**  
**Coronavirus COVID-19**

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

**CALL TO ORDER:** Mayor Jeramy Young

**ROLL CALL:**

Present: Mayor Jeramy Young  
Mayor Pro Tem George Carr (via videoconference)  
Councilmember Harold Hill(via videoconference)  
Councilmember Ramon Bawanan(via videoconference)  
Councilmember Michael Buck (via videoconference)

Staff Present: Merry Mayhew, City Manager  
Ashton Gose, Deputy City Clerk  
Daniel Schroeder, City Attorney  
Lea Simvoulakis, Community Development Director (via videoconference)  
Lisa Whiteside, Finance Manager (via videoconference)  
Jose Vasquez, Public Works Superintendent (via videoconference)  
Jaime Velazquez, Utilities Superintendent (via videoconference)  
Fidel Landeros, Chief of Police (via videoconference)

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

Hughson resident Jean Henley provided comments regarding the Parkwood Subdivision Project.

Stanislaus County Supervisor Vito Chiesa commented on the great job Mayor Young has done as the Mayor of Hughson, as well as the Chair of the StanCOG Executive Committee.

**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 9, 2020.

**3.2:** Approve the Warrants Register.

**3.3:** Approve the Treasurer's Report for October 2020.

**3.4:** Adopt Resolution No. 2020-70, Accepting the Final Parcel Map for Vesting Tentative Parcel Map No. 18-01.

**3.5:** Waive the Second Reading and Adopt Ordinance No. 2020-06, Adopting the Development Agreement By and Between the City of Hughson and Parkwood Hughson, LLC.

**3.6:** Approve Contracting with Quality Well Drillers for the Destruction of Well 5, a Component of the Well 7 Replacement Project, in the Amount of \$17,758.

**3.7:** Approve the Purchase of Two Portable Electronic Message Boards from Safe-T-Lite at a total cost of \$34,554.52.

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

BAWANAN	HILL	BUCK	CARR	YOUNG
AYE	AYE	AYE	AYE	AYE

**4. UNFINISHED BUSINESS:**

- 4.1:** Adopt Resolution No. 2020-66, Amending the Professional Services Agreement with Carollo Engineers, Inc., to Analyze Data and Make Project Recommendations to be Used as the Basis for the Final Sewer Project Design.

**Director Simvoulakis presented the staff report on this item.**

**YOUNG/CARR 5-0-0-0 motion passes to adopt Resolution No. 2020-66, Amending the Professional Services Agreement with Carollo Engineers, Inc., to Analyze Data and Make Project Recommendations to be Used as the Basis for the Final Sewer Project Design with the following roll call vote:**

<b>BAWANAN</b>	<b>HILL</b>	<b>BUCK</b>	<b>CARR</b>	<b>YOUNG</b>
AYE	AYE	AYE	AYE	AYE

**5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:**

- 5.1** Adopt Resolution No. 2020-69, Repealing Resolution No. 06-113 and Resolution No. 07-199, and Adopting a New Development Impact Fee Nexus Study and Proposed Fees Prepared by Bartle Wells Associates.

**Mayor Young opened the public hearing at 7:15 PM.**

**Written comment was submitted for this item. This comment is attached to be kept on file as part of the official record of this City Council meeting.**

**Mayor Young closed the public hearing at 7:19 PM.**

**YOUNG/CARR 5-0-0-0 motion passes to adopt Resolution No. 2020-69, Repealing Resolution No. 06-113 and Resolution No. 07-199, and Adopting a New Development Impact Fee Nexus Study and Proposed Fees Prepared by Bartle Wells Associates with the following roll call vote:**

<b>BAWANAN</b>	<b>HILL</b>	<b>BUCK</b>	<b>CARR</b>	<b>YOUNG</b>
AYE	AYE	AYE	AYE	AYE

**6. NEW BUSINESS: NONE****7. CORRESPONDENCE: NONE.****8. COMMENTS:**

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

**City Manager:**

City Manager Mayhew informed the Council that the City/School 2+2 Committee Meeting scheduled for December 14, 2020, has been changed to a Zoom videoconference format.

**Community Development Director:**

Director Simvoulakis informed the City Council that new aerial photos of the City have been placed in City Hall.

**Police Services:**

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

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

**Councilmember Bawanan thanked Mayor Young for his years of service on the City Council. He announced that the Chamber of Commerce Annual Christmas Parade was cancelled. He thanked City staff and Police Services for everything that is done for the City.**

**Councilmember Hill commended Mayor Young on his excellent work as the Mayor of Hughson.**

**Councilmember Buck wished Mayor Young success in his future endeavors.**

**Mayor Pro Tem Carr thanked Mayor Young for his ten years of service on the Hughson City Council. He also thanked Hughson residents for the turn out of the balloon release for Deputy Dennis Wallace.**

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

**Mayor Young announced his resignation from the Hughson City Council effective December 14, 2020.**

**9. CLOSED SESSION TO DISCUSS THE FOLLOWING:****9.1: CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representatives: Merry Mayhew, City Manager  
Employee Organization: Operating Engineers Local Union 3

**No reportable action.**

**ADJOURNMENT:**

**Motion passes to adjourn the regular meeting of November 23, 2020 at 7:48 PM with the following roll call vote:**

<b>BAWANAN</b>	<b>HILL</b>	<b>BUCK</b>	<b>CARR</b>	<b>YOUNG</b>
AYE	AYE	AYE	AYE	AYE

**APPROVED:**

\_\_\_\_\_  
**JERAMY YOUNG, Mayor**

**ATTEST:**

\_\_\_\_\_  
**ASHTON GOSE, Deputy City Clerk**





# Building Industry Association of the Greater Valley

1701 W. March Lane, Ste. F  
Stockton, CA 95207  
(209) 235-7831 • (209) 235-7837 Fax

## **OFFICERS**

**James E. Jimison**  
A.G. Spanos Companies  
**Keith Jones**  
George Reed, Inc.  
**Brian Cutting**  
Woodside Homes  
**Laurin Sephos**  
Woodside Homes

## **BOARD OF DIRECTORS**

**Randy Bling**  
Florsheim Homes  
**Rey Chavez**  
Kelly-Moore Paints  
**Reggie Conley**  
The Contractors Resource  
**Garrett Drebert**  
Legacy Homes  
**Tom Doucette**  
FCB Homes  
**Dana Howell**  
Stonefield Home, Inc.  
**Brett Jolley**  
Shore, McKinley & Jolley  
**Terry Miles**  
Oldcastle Precast  
**Dudley McGee**  
Wells Fargo Advisors, LLC  
**Bob Taylor**  
DiBuduo & DeFendis Insurance  
**Jeremy White**  
The Grupe Company

## **LIFETIME DIRECTORS**

John Anderson  
Matt Arnaiz  
Rod Attebery  
Ramon Batista  
Dennis Bennett  
Bill Filios  
Dennis Fitzpatrick  
Cathy Ghan  
Mike Hakeem  
Steve Herum  
Wayne LeBaron  
John Looper  
Steve Moore  
George Petrulakis  
Toni Raymus  
Keith Schneider  
Dennis Wann

November 23, 2020

Mayor Young and Council,

Please accept this letter as notice that the BIA of the Greater Valley objects to the adoption of the Development Impact Fee Study by Bartle Wells Associates purporting to justify impact fees in compliance with the Mitigation Fee Act.

The impact fee study is deficient and fails to comply with the Government Code. Specifically the fee study does not meet the standard in Gov. Code 66001(b) *"In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed."*

Also it does not meet the standard in Gov. Code 66001(g) *"A fee shall not include the costs attributable to existing deficiencies in public facilities, but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to (1) refurbish existing facilities to maintain the existing level of service or (2) achieve an adopted level of service that is consistent with the general plan."*

Last week the BIA provided a detailed explanation of how the fee study fails to meet these standards. Today I ask you to reject the fee study and for the city to work with the BIA to resolve these deficiencies.

Should this fee study be adopted by the council, this letter will serve as notice the BIA of the Greater Valley is preserving its rights to challenge this action in court.

Respectfully,

John R. Beckman  
Chief Executive Officer



## **CITY COUNCIL AGENDA ITEM NO. 4.2**

### **SECTION 4: CONSENT CALENDAR**

**Meeting Date:** December 14, 2020  
**Subject:** Approval of Warrants Register  
**Enclosure:** Warrants Register  
**Presented By:** Lisa Whiteside, Finance Manager

**Approved By:**

A handwritten signature in blue ink, reading "Merry Mayhew", is written over a horizontal line.

---

#### **Staff Recommendation:**

Approve the Warrants Register as presented.

#### **Background and Overview:**

The warrants register presented to the City Council is a listing of all expenditures paid from November 19, 2020 through December 10, 2020.

#### **Fiscal Impact:**

There are reductions in various funds for payment of expenses.



Hughson

# Check Report

By Check Number

Date Range: 11/19/2020 - 12/10/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: Payable Bank-Payable Bank</b>						
00016	ABS PRESORT	11/23/2020	Regular	0.00	934.31	53472
<a href="#">125084</a>	Invoice	11/17/2020	BILL PRINTING- NOVEMBER	0.00	934.31	
00032	AFLAC	11/23/2020	Regular	0.00	632.38	53473
<a href="#">202443</a>	Invoice	11/16/2020	AFLAC	0.00	632.38	
00049	ALLIED ADMINISTRATORS	11/23/2020	Regular	0.00	1,850.06	53474
<a href="#">INV0004457</a>	Invoice	11/01/2020	DELTA DENTAL	0.00	1,850.06	
01578	Applegate Teeple's Drilling Co., Inc.	11/23/2020	Regular	0.00	74,675.00	53475
<a href="#">I33757</a>	Invoice	09/08/2020	Tully Sewer Inspection	0.00	74,675.00	
00284	CHARTER COMMUNICATION	11/23/2020	Regular	0.00	241.47	53476
<a href="#">0013555110120</a>	Invoice	11/01/2020	IP ADDRESS- PINE ST	0.00	241.47	
00305	CITY OF HUGHSON	11/23/2020	Regular	0.00	4,506.79	53477
<a href="#">INV0004455</a>	Invoice	11/01/2020	LLDS & STARN PARK	0.00	4,506.79	
00310	CLARK'S PEST CONTROL	11/23/2020	Regular	0.00	110.00	53478
<a href="#">27115349</a>	Invoice	11/11/2020	PEST CONTROL	0.00	110.00	
00318	CNA SURETY	11/23/2020	Regular	0.00	186.00	53479
<a href="#">INV0004456</a>	Invoice	11/01/2020	Bond Premium	0.00	186.00	
00332	CONDOR EARTH TECHNOLOGIES	11/23/2020	Regular	0.00	3,593.75	53480
<a href="#">83523</a>	Invoice	11/17/2020	Phase 2 MS4 Support	0.00	3,593.75	
00474	FERGUSON ENTERPRISES, INC	11/23/2020	Regular	0.00	1,830.61	53481
<a href="#">1581758-1</a>	Invoice	11/05/2020	Blanket PO	0.00	231.07	
<a href="#">1584723</a>	Invoice	10/28/2020	Blanket PO	0.00	482.15	
<a href="#">1588881</a>	Invoice	11/05/2020	Blanket PO	0.00	1,117.39	
00614	HUGHSON FARM SUPPLY	11/23/2020	Regular	0.00	545.28	53482
<a href="#">H353966</a>	Invoice	10/01/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	97.05	
<a href="#">H354469</a>	Invoice	10/06/2020	Blanket PO	0.00	35.34	
<a href="#">H354739</a>	Invoice	10/08/2020	Blanket PO	0.00	13.97	
<a href="#">H354764</a>	Invoice	10/08/2020	Blanket PO	0.00	26.27	
<a href="#">H354765</a>	Invoice	10/08/2020	Blanket PO	0.00	6.46	
<a href="#">H355265</a>	Invoice	10/13/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	52.13	
<a href="#">H355282</a>	Invoice	10/13/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	42.05	
<a href="#">H355406</a>	Invoice	10/14/2020	Blanket PO	0.00	70.69	
<a href="#">H356013</a>	Invoice	10/19/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	62.07	
<a href="#">H356155</a>	Invoice	10/20/2020	Blanket PO	0.00	35.57	
<a href="#">H356278</a>	Invoice	10/21/2020	Blanket PO	0.00	21.52	
<a href="#">H356302</a>	Invoice	10/21/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	22.26	
<a href="#">H356824</a>	Invoice	10/26/2020	Blanket PO	0.00	23.48	
<a href="#">H356976</a>	Invoice	10/27/2020	Blanket PO	0.00	26.51	
<a href="#">H357447</a>	Invoice	10/30/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	9.91	
00627	HUGHSON NAPA AUTO & TRUCK	11/23/2020	Regular	0.00	140.33	53483
<a href="#">295238</a>	Invoice	10/13/2020	BLANKET P.O. NAPA AUTO PARTS	0.00	31.23	
<a href="#">295881</a>	Invoice	10/21/2020	BLANKET P.O. NAPA AUTO PARTS	0.00	7.54	
<a href="#">295906</a>	Invoice	10/21/2020	BLANKET P.O. NAPA AUTO PARTS	0.00	82.80	
<a href="#">296371</a>	Invoice	10/27/2020	BLANKET P.O. NAPA AUTO PARTS	0.00	47.89	
<a href="#">296388</a>	Credit Memo	10/27/2020	BLANKET P.O. NAPA AUTO PARTS	0.00	-9.71	
<a href="#">CM0000089</a>	Credit Memo	10/20/2020	BLANKET P.O. NAPA AUTO PARTS	0.00	-19.42	

## Check Report

Date Range: 11/19/2020 - 12/10/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00623	HUGHSON TIRE	11/23/2020	Regular	0.00	25.00	53484
<a href="#">INV0004482</a>	Invoice	10/28/2020	flat tire repair	0.00	25.00	
01583	Hunts & Sons, Inc.	11/23/2020	Regular	0.00	3,972.07	53485
<a href="#">605766</a>	Invoice	09/01/2020	BLANKET P.O. W.H. BREASHERS (fuel)	0.00	1,612.02	
<a href="#">619725</a>	Invoice	10/01/2020	BLANKET P.O. W.H. BREASHERS (fuel)	0.00	717.60	
<a href="#">651426</a>	Invoice	11/03/2020	BLANKET P.O. W.H. BREASHERS (fuel)	0.00	1,642.45	
01576	ICU Technologies Inc.	11/23/2020	Regular	0.00	55,696.08	53486
<a href="#">1110</a>	Invoice	11/03/2020	Corp Yard camers	0.00	8,690.25	
<a href="#">1145</a>	Invoice	10/15/2020	Cameras	0.00	20,720.43	
<a href="#">1146</a>	Invoice	10/15/2020	WWTP Cameras	0.00	26,285.40	
01581	Love and Style Boutique	11/23/2020	Regular	0.00	5,000.00	53487
<a href="#">INV0004459</a>	Invoice	11/12/2020	Business Relief Program	0.00	5,000.00	
00755	MCR ENGINEERING, INC	11/23/2020	Regular	0.00	7,070.00	53488
<a href="#">15568</a>	Invoice	11/17/2020	Well 7 Phase IV	0.00	7,070.00	
00611	Mid Valley Publications	11/23/2020	Regular	0.00	322.64	53489
<a href="#">114661</a>	Invoice	11/09/2020	Legal #8060	0.00	322.64	
00855	OPERATING ENGINEERS LOCAL	11/23/2020	Regular	0.00	312.00	53490
<a href="#">INV0004453</a>	Invoice	11/02/2020	LOCAL UNION DUES #3	0.00	312.00	
01421	P and P Subway	11/23/2020	Regular	0.00	5,000.00	53491
<a href="#">INV0004458</a>	Invoice	11/10/2020	Business Relief Program	0.00	5,000.00	
00879	PG & E	11/23/2020	Regular	0.00	27.31	53492
<a href="#">INV0004454</a>	Invoice	11/03/2020	UTILITIES	0.00	27.31	
00972	SAFE-T-LITE	11/23/2020	Regular	0.00	1,235.35	53493
<a href="#">369991</a>	Invoice	10/30/2020	Street Signs	0.00	1,235.35	
01009	SHRED-IT USA LLC	11/23/2020	Regular	0.00	346.66	53494
<a href="#">8180819865</a>	Invoice	11/17/2020	Shredding	0.00	346.66	
01434	State of California Department of Justice	11/23/2020	Regular	0.00	32.00	53495
<a href="#">478208</a>	Invoice	11/03/2020	Finger Prints for Temp	0.00	32.00	
01069	STEELEY, JARED WATER & WA	11/23/2020	Regular	0.00	2,994.00	53496
<a href="#">8410</a>	Invoice	11/02/2020	Blanket PO	0.00	2,994.00	
01090	SUTTER HEALTH PLUS	11/23/2020	Regular	0.00	12,577.84	53497
<a href="#">1403416</a>	Invoice	11/02/2020	MEDICAL INSURANCE- December	0.00	12,577.84	
01093	SYNAGRO WEST, LLC	11/23/2020	Regular	0.00	7,422.18	53498
<a href="#">17418</a>	Invoice	09/30/2020	Blanket PO	0.00	6,256.94	
<a href="#">18074</a>	Invoice	10/31/2020	Blanket PO	0.00	1,165.24	
00787	THE MODESTO BEE	11/23/2020	Regular	0.00	326.20	53499
<a href="#">I04760556-09222...</a>	Invoice	11/02/2020	Auction Publication	0.00	326.20	
01138	TRACTOR SUPPLY CREDIT LAN	11/23/2020	Regular	0.00	303.06	53500
<a href="#">300801539</a>	Invoice	10/16/2020	boots	0.00	303.06	
01149	TURLOCK IRRIGATION DIST.	11/23/2020	Regular	0.00	3,907.48	53501
<a href="#">703522</a>	Invoice	09/08/2020	Well 7 Phase IV	0.00	3,907.48	
01161	UNITED RENTALS	11/23/2020	Regular	0.00	892.03	53502
<a href="#">186886378-001</a>	Invoice	10/23/2020	street Barricades	0.00	892.03	
01162	UNITED WAY OF STANISLAUS	11/23/2020	Regular	0.00	25.00	53503
<a href="#">INV0004447</a>	Invoice	11/16/2020	United Way Contribution-EE	0.00	25.00	
01582	Vortex Industries Inc.	11/23/2020	Regular	0.00	4,968.40	53504

## Check Report

Date Range: 11/19/2020 - 12/10/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">SQ-441681</a>	Invoice	11/02/2020	25% Deposit- Senior Center Automatic Slidin...	0.00	4,968.40	
01206	WARDEN'S OFFICE	11/23/2020	Regular	0.00	122.92	53505
<a href="#">2041514-0</a>	Invoice	11/17/2020	Filling Boxes	0.00	122.92	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	11/23/2020	Regular	0.00	40.12	53506
<a href="#">INV0004442</a>	Invoice	11/16/2020	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	40.12	
00284	CHARTER COMMUNICATION	11/24/2020	Regular	0.00	92.82	53507
<a href="#">0054047111020</a>	Invoice	11/10/2020	IP ADDRESS- 1ST	0.00	92.82	
00310	CLARK'S PEST CONTROL	11/24/2020	Regular	0.00	130.00	53508
<a href="#">26997282</a>	Invoice	10/12/2020	PEST CONTROL	0.00	65.00	
<a href="#">27126162</a>	Invoice	11/11/2020	PEST CONTROL	0.00	65.00	
01538	Colonial Life	11/24/2020	Regular	0.00	446.48	53509
<a href="#">545907-1101821</a>	Invoice	11/18/2020	Colonial Life	0.00	446.48	
01570	CSG Consultants	11/24/2020	Regular	0.00	620.96	53510
<a href="#">B201429</a>	Invoice	11/02/2020	Contract Services Planning/Building	0.00	620.96	
00427	DONLEE PUMP CO,	11/24/2020	Regular	0.00	580.98	53511
<a href="#">98132</a>	Invoice	11/06/2020	fuel tank inspection	0.00	580.98	
00462	EWING IRRIGATION PRODUCTS	11/24/2020	Regular	0.00	207.28	53512
<a href="#">13064762</a>	Invoice	11/18/2020	BLANKET P.O. EWING IRRIGATION	0.00	207.28	
00540	GovInvest INC.	11/24/2020	Regular	0.00	2,000.00	53513
<a href="#">2020-2969</a>	Invoice	11/23/2020	GASB 68	0.00	2,000.00	
00884	PITNEY BOWES	11/24/2020	Regular	0.00	500.00	53514
<a href="#">INV0004506</a>	Invoice	11/13/2020	POSTAGE	0.00	500.00	
00899	PRECISION CONCRETE CUTTIN	11/24/2020	Regular	0.00	1,988.02	53515
<a href="#">51091</a>	Invoice	11/06/2020	sidewalk repair	0.00	1,988.02	
00951	RICO PIZZA	11/24/2020	Regular	0.00	5,000.00	53516
<a href="#">INV0004496</a>	Invoice	11/23/2020	Business Relief Program	0.00	5,000.00	
01493	Salonen Electrical Inc dba Technical Electrical	11/24/2020	Regular	0.00	12,990.73	53517
<a href="#">2451</a>	Invoice	11/06/2020	electrical work for automatic doors	0.00	3,318.97	
<a href="#">2452</a>	Invoice	11/06/2020	electrical work for automatic doors	0.00	1,706.60	
<a href="#">2454</a>	Invoice	11/06/2020	electrical work for automatic doors	0.00	3,571.09	
<a href="#">2455</a>	Invoice	11/06/2020	electrical work for automatic doors	0.00	4,394.07	
00978	SAN JOAQUIN VALLEY	11/24/2020	Regular	0.00	909.00	53518
<a href="#">N141070</a>	Invoice	11/23/2020	sjvac annual permit	0.00	42.00	
<a href="#">N14261</a>	Invoice	11/23/2020	Genset permit fee	0.00	290.00	
<a href="#">N143021</a>	Invoice	11/23/2020	Genset Permit fee	0.00	577.00	
01584	Simply Hair Salon	11/24/2020	Regular	0.00	3,100.00	53519
<a href="#">INV0004497</a>	Invoice	11/23/2020	Business Reliefe Program	0.00	3,100.00	
01149	TURLOCK IRRIGATION DIST.	11/24/2020	Regular	0.00	199.42	53520
<a href="#">INV0004505</a>	Invoice	11/23/2020	Assessment 2021	0.00	199.42	
01192	VISION SERVICE PLAN	11/24/2020	Regular	0.00	460.51	53521

## Check Report

Date Range: 11/19/2020 - 12/10/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">810918967</a>	Invoice	11/19/2020	MEDICAL INSURANCE WITHHELD- December	0.00	460.51	

## Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	82	50	0.00	231,090.52
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>82</b>	<b>50</b>	<b>0.00</b>	<b>231,090.52</b>



**All Bank Codes Check Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	82	50	0.00	231,090.52
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>82</b>	<b>50</b>	<b>0.00</b>	<b>231,090.52</b>

**Fund Summary**

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	11/2020	231,090.52
			<b>231,090.52</b>



# City of Hughson Meetings Calendar (2021)

## January

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## February

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

## March

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## April

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## May

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## June

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## July

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## August

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## September

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## October

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## November

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## December

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

■ City Council

Jan 1 New Years Day  
 Jan 18 Martin Luther King Jr. Day  
 Feb 12 Lincoln's Birthday  
 Feb 15 Washington's Birthday

May 31 Memorial Day  
 Jul 4 Independence Day  
 \*(Observed July 5)  
 Sept 6 Labor Day

Nov 11 Veteran's Day  
 Nov 25 Thanksgiving Day  
 Nov 26 Thanksgiving Friday  
 Dec 24 Christmas Day (Observed)



## **CITY COUNCIL AGENDA ITEM NO. 4.4**

### **SECTION 4: CONSENT CALENDAR**

**Meeting Date:** December 14, 2020  
**Subject:** Acceptance of a Report of the City of Hughson Police Services' Automated License Plate Reader Program  
**Enclosure:** Policy 462  
**Presented By:** Merry Mayhew, City Manager  
Fidel Landeros, Police Chief  
**Approved By:** Merry Mayhew

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#### **Staff Recommendation:**

Accept a report of the City of Hughson Police Services' Automated License Plate Reader Program.

#### **Background and Overview:**

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 automatically take photographs of vehicle license plates. These are not automated license plate readers; however, in the future they may be upgraded to be automated. In addition, Stanislaus County deputies who work a shift in Hughson may have ALPR cameras mounted on their vehicles. The photographs are then translated 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.

The City of Hughson Police Services is committed to operating ALPR technology in a measured means that balances personal privacy concerns and public safety. The department follows strict protocols in the access, storage and use of the data to ensure its integrity and compliance with applicable laws. The Sheriff's ALPR Policy 462 (Attachment 1) is posted on the Sheriff's Department website at: <http://www.scsdonline.com> and is posted on the City of Hughson, Police Services website at: <http://www.cityofhughson.org>. Any public comments will be added once received.

Policy 462, related to Automated License Plate Readers, expressly states how and when any data obtained through ALPR may be accessed, retrieved, shared, used, and stored. The law also states that a public agency that operates or intends to operate an ALPR system shall provide an opportunity for public comment at a regularly scheduled public meeting of the governing body of the public agency. This requirement is met by giving the public the opportunity to provide comment in conjunction with this report. Maintaining the public's trust is paramount in all that the City does. It is the City of Hughson's intention to be transparent and fulfill any obligations required by Senate Bill 34.

The Sheriff's Department and the City of Hughson Police Services do not sell, share or transfer ALPR information except to another public agency, as specified in Civil Code section 1798.90.55 (b).

**Fiscal Impact:**

The cost of the current License Plate Recognition devices and monthly fees are covered in the Police Services Department budget. This report results in no additional fiscal impact.

## **Automated License Plate Readers (ALPRs)**

### **462.1 PURPOSE AND SCOPE**

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

### **462.2 ADMINISTRATION**

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Stanislaus County Sheriff's Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administration Division Commander. The Administration Division Commander will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

#### **462.2.1 ALPR ADMINISTRATOR**

The Administration Division Commander shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation.
- (f) Working with the Custodian of Records on the retention and destruction of ALPR data.
- (g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

### **462.3 OPERATIONS**

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.

# Stanislaus County Sheriff's Department

Stanislaus CO SD CA Policy Manual

## *Automated License Plate Readers (ALPRs)*

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- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.
- (f) If practicable, the deputy should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

### **462.4 ALPR DATA COLLECTION AND RETENTION**

All data and images gathered by an ALPR are for the official use of the Stanislaus County Sheriff's Department and because such data may contain confidential CLETS information, it is not open to public review. ALPR information gathered and retained by Vigilant Solutions may be used and shared with prosecutors or others only as permitted by law.

### **462.5 ACCOUNTABILITY AND REMOVE SAFEGUARDS**

All saved data will be closely safeguarded and protected by both procedural and technological means. The Stanislaus County Sheriff's Department will observe the following safeguards regarding access to and use of stored data with Vigilant Solutions:

- (a) Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action. Our Agency agrees to use the ALPR data as a pointer system and not as the source of probable cause for law enforcement actions.
- (b) Such ALPR data may be released to other authorized and verified law enforcement officials and agencies at any time for legitimate law enforcement purposes.
- (c) ALPR system audits should be conducted on a regular basis.

### **462.6 TRAINING**

The Training Manager should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

# Stanislaus County Sheriff's Department

## Stanislaus CO SD CA Policy Manual

### *Automated License Plate Readers (ALPRs)*

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#### **462.6 POLICY**

The policy of the Stanislaus County Sheriff's Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

#### **462.7 RELEASING ALPR DATA**

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).





## CITY COUNCIL AGENDA ITEM NO. 4.5

### SECTION 4: CONSENT CALENDAR

**Meeting Date:** December 14, 2020  
**Subject:** Approval of Annual Report of AB1600 Fees for Fiscal Year Ending June 30, 2020 and Adoption of Resolution No. 2020-72, 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.

**Presented By:** Merry Mayhew, City Manager

**Approved By:**



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#### Staff Recommendation:

Approve the AB1600 Annual Report for the year ending June 30, 2020 and adopt Resolution No. 2020-72, 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 development impact 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 Capital Improvement Fund
- Water Capital Improvement Fund

Bartle Wells recently updated the Hughson's Development Impact fee nexus study and the City Council approved the study and the fees at a regular meeting on November 23, 2020. Development impact fees are an important component of local government finance in California. They are set according to guidelines in the California Government Code 66000 et. seq., and once in place, these fees should be periodically updated when the capital improvements programs, that the fees are based on, are changed.

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, the following six impact fee accounts, subject to the AB1600 compliance requirements, contain receipts that have not been fully expended by the City for eligible purposes in a timeframe exceeding five years: Storm Drain Fund; Community Enhancement Fund; Facility Development Fund; Park In Lieu Fund; Parks Development Fund; and Sewer Capital Improvement Fund. Compliance is obtained by adopting a Resolution that makes a finding that there remains a reasonable relationship between the current need for the fees and the purpose for which they were originally proposed. Unexpended fund balances represent fees collected for respective Council approved projects which will be implemented when financially feasible or practical.

#### **Storm Drain Fund**

The storm drainage 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. Further, the recently completed downtown revitalization study identified several strategies (signage, water tower focal point, street art/furniture, entry features, etc.) that the City should explore to add to the current characteristics. The Hughson Economic Development Committee has discussed these and a plan will be reviewed. 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. Projects are currently planned in Fiscal Year 2020-2021 to provide City Hall, Corporation Yard and the Community Center with security cameras and card access. Further, the City continues to explore its long-term needs for use of these facilities for purposes of expansion (through property acquisition) or improvements. Extended periods are necessary to achieve sufficient resources to finance the costs 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.

#### *Sewer Capital Improvement Fund*

The sewer impact 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.

#### **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, 2019 beginning balance for the City of Hughson development impact fees totaled \$3,150,085. The ending balance as of June 30, 2020 totals \$3,999,822 for an increase of \$849,737. 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. 2020-71**

**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, 2020**

**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**, certain fees collected in the Storm Drain, Community Enhancement, Facility Development, Park In-Lieu, Parks Development, and Sewer Capital Improvement impact fee 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 2019-2020, as reflected in Attachment "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 14, 2020 by the following vote:

»  
»  
»

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**APPROVED:**

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**JERAMY YOUNG, Mayor**

**ATTEST:**

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**ASHTON GOSE, Deputy City Clerk**

**City of Hughson**  
**For the Year Ending June 30, 2020**  
**Report of Sources and Uses of**  
**Development Impact Fees**

Fund Name	Fund #	Begin. Balance 7/1/2019	ARRA Grant	Revenues		Transfer In	Equipment/ Projects	Transfer Out	Ending Balance
				Fees	Interest				
<b>Storm Drain Fund</b>	450	415,745		78,532	1,709				495,986
<b>Community Enhancement Development</b>	370	125,816		26,208	523		268	(Nexus Study)	152,279
<b>Facility Development Fund</b>	451	1,290,045		94,331	4,965		2,087		1,387,253
						(Resource Mgmt Software credit of 882.51 and electrical work 2,969.49)			
<b>Public Facility Streets (1)</b>	452	(71,680)		128,098			867	(Nexus Study)	55,551
<b>Parkland In Lieu Fund</b>	454	361,967		51,766	1,449		867		414,316
<b>Parks Development Fund</b>	453	464,430		69,342	1,860		5,767		529,864
<b>Sewer Capital Improvement</b>	220	1,546,420		284,356	6,339		867		1,836,248
<b>Water Capital Improvment (2)</b>	250	(982,657)		111,852			869	(Nexus Study)	(871,674)
<b>TOTALS</b>		<b>3,150,085</b>		<b>844,485</b>	<b>16,844</b>		<b>11,592</b>		<b>3,999,822</b>

(1) The Public Facilities - Street Development Fund (452) has a negative balance of \$70,502.23 due to the Euclid Bridge, built in 2006 and 2007 for more than \$1.3 million. This bridge was built with future developer impact fees and shortly after, new home building plummeted. As a result of recent home construction, impact fees have covered the deficit.

(2) Water Developer Impact Fee (250) - Included in the negative fund balance is the debt service in the amount of \$872,357 for the Water Tank Project Loan.





## **CITY COUNCIL AGENDA ITEM NO. 4.6**

### **SECTION 4: CONSENT CALENDAR**

**Meeting Date:** December 14, 2020  
**Subject:** Approval of Additional 16 Hours of Special Leave Pay  
**Presented By:** Merry Mayhew, City Manager  
**Approved By:** *Merry Mayhew*

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#### **Staff Recommendation:**

Approve an additional 16 hours of Special Leave Pay for City of Hughson Full-Time Employees.

#### **Background and Overview:**

On June 22, 2020, the City Council approved the Agreement extending and amending the Memorandum of Understanding between the City of Hughson and the Operating Engineers Local Union No. 3 on behalf of the City of Hughson Employees Association for the period of July 1, 2020 to June 30, 2021 (Agreement). The Agreement, stated in part that, "The City Council has discretion to provide additional hours of Special Leave Pay if the City's fiscal situation improves and conditions so warrant."

In June 2020, the economic forecast was unknown due to the pandemic. Concerns regarding the City's fiscal situation, resulting from the pandemic and subsequent public health restrictions, led to a fiscally conservative approach through negotiations. While it is appropriate to continue to remain fiscally conservative, current circumstances warrant the consideration of an additional 16 hours of Special Leave Pay for full-time employees.

Fiscally, there remains a reduction in revenue due to lower local sales tax; however, other components, such as online sales, continue to grow and remain strong. The development anticipated in the City over the next five years will continue to be a source of increased revenue for the City through property tax, sales tax, and development impact fees.

Other considerations include the difficult circumstances employees have weathered, without complaint, since the public health restrictions went into effect. Daycares and schools were closed, some of the City employees were telecommuting from home

in order to comply with the State of California's public health "Stay at Home Orders" and generally, all employees were dealing with change and stress of the unknown. Although the City of Hughson has 16 full time positions, only 14 are filled at this time due to both the difficulty of recruitments during this time and to allow for some vacancy savings due to the unknown economic impacts of the pandemic. Employees continue to take on additional duties due to the positions that remain vacant. The City team, while small, remain highly effective as essential workers and should be commended for persevering under these difficult circumstances.

Should the City Council approve an additional 16 hours of Special Leave Pay for a total of 40 hours, as allowed for in the Agreement, all terms of the Agreement remain the same.

**Fiscal Impact:**

The Special Leave Pay hours are not eligible to be cashed out and must be used by June 30, 2021; therefore, the Special Leave Pay will not accrue as a liability for the City.



## CITY COUNCIL AGENDA ITEM NO. 4.7

### SECTION 4: CONSENT CALENDAR

**Meeting Date:** December 14, 2020  
**Subject:** Approval to Adopt Resolution No. 2020-73, of  
Concurrence with the Consolidated Annual Performance  
Evaluation Report (CAPER) for Fiscal Year 2019-2020  
**Enclosures:** DRAFT Fiscal Year 2019-2020 Consolidated Annual  
Performance Evaluation Report (CAPER)  
**Presented By:** Lea C. Simvoulakis, Community Development Director  
**Approved By:** Merry Mayhew

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#### **Staff Recommendation:**

Adopt Resolution No. 2020-73, concurring with the Consolidated Annual Performance Evaluation Report (CAPER) for Fiscal Year 2019-2020 and supporting Stanislaus County submitting the CAPER to the Federal Department of Housing and Urban Development.

#### **Background and Overview:**

Stanislaus County is recognized as an eligible Urban County by the Federal Department of Housing and Urban Development (HUD) and thus receives Community Development Block Grant (CDBG) funds. In 2002, Stanislaus County formed the Stanislaus County CDBG Consortium, which includes the unincorporated communities of the County and the cities of Ceres, Hughson, Newman, Oakdale, Patterson and Waterford.

A requirement of the CDBG program is for the administering jurisdiction, Stanislaus County, to prepare a Consolidated Annual Performance Evaluation Report (CAPER) for submittal to the Department of Housing and Urban Development (HUD) for review.

The Fiscal Year 2019-2020 CAPER outlines the projects that were undertaken by the Consortium members, as well as various public service agencies that were funded to assist additional persons and households. A 15-day public review period of the 2019-2020 CAPER opened on November 14, 2020 and will close on December 1, 2020. A Public Hearing has been set for December 1, 2020 before the Stanislaus County Board of Supervisors. Comments received during the 15-day

public review and comment period will be incorporated into the final documents prior to submittal to HUD. The City of Hughson hosted its own Community Meeting today at 5:30 p.m. prior to the start of the Council meeting.

As a consortium member, the City of Hughson received a proportional share of the total funds available to the County. For Fiscal Year 2019-2020 the total amount of funding available was \$2,306,059 and the City of Hughson's share was \$140,533.

For the fiscal year 2019-2020 CDBG project, the City of Hughson began the planning and design of the Tully Road-Walker Lane Infrastructure Improvement Project. The project is part of a multi-year effort to complete sidewalk infill projects to improve connectivity, mobility, and access for non-motorized users of the City of Hughson. The overall project includes sidewalk infill, curb, gutter, ADA ramps, storm drainage improvements, and street paving if necessary. The initial project cost estimate is nearly \$300,000, therefore more than one year of CDBG allocations are required to complete this work. The funds received in the 2020-2021 Fiscal Year will go toward the construction of the project.

Starting in Fiscal Year 2015-2016, the Consortium members have been required to report to their City Councils the CDBG accomplishments from the prior fiscal year (which is included in the CAPER), and to adopt a Resolution of Concurrence with the CAPER and support the submittal to HUD. The Resolution of Concurrence is attached for Council approval.

**Fiscal Impact:**

There is no fiscal impact to adopting this Resolution of Concurrence with the CAPER for Fiscal Year 2019-2020.

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2020-73**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON OF  
CONCURRENCE WITH THE 2019-2020 CONSOLIDATED ANNUAL PERFORMANCE  
REPORT (CAPER)**

**WHEREAS**, Stanislaus County, recognized as an eligible Urban County by the federal Department of Housing and Urban Development (HUD), annually receives Community Development Block Grant (CDBG) funds; and

**WHEREAS**, in 2002, Stanislaus County formed the Stanislaus County CDBG Consortium, which includes Stanislaus County unincorporated communities and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, and Waterford; and

**WHEREAS**, as an application for these funds, HUD requires Stanislaus County, the administering jurisdiction, to prepare and submit a Consolidated Plan and Annual Action Plan, as well as a Consolidated Annual Performance and Evaluation Report (CAPER) to report the progress made in accomplishing the goals set forth in the Consolidated Plan and Annual Action Plan; and

**WHEREAS**, Stanislaus County has prepared the CAPER for Fiscal Year 2019-2020 and a 15-day public review period opened on November 14, 2020. Comments received during the 15-day public review and comment period will be incorporated into the final documents prior to submittal to HUD. A public hearing was held before the County Board of Supervisors on December 1, 2020; and

**WHEREAS**, as a consortium member, the City of Hughson received a proportional share of the Fiscal Year 2019-2020 funds totaling \$140,533.

**NOW, THEREFORE, BE IT RESOLVED** that the Hughson City Council does hereby concur with the CAPER for Fiscal Year 2019-2020 and supports submittal to HUD.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 14<sup>th</sup> day of December 2020 by the following roll call vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

»  
»  
»

**APPROVE:**

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**JERAMY YOUNG, Mayor**

**ATTEST:**


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**Ashton Gose, Deputy City Clerk**



## CITY COUNCIL AGENDA ITEM NO. 4.8

### SECTION 4: CONSENT CALENDAR

**Meeting Date:** December 14, 2020  
**Subject:** Adopt Resolution No. 2020-74, Approving the Professional Services Agreement with Halpin Sustainability Solutions and Authorizing the City Manager to Execute the Agreement  
**Presented By:** Lea C. Simvoulakis, Community Development Director  
**Approved By:** 

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#### Staff Recommendations:

1. Adopt Resolution No. 2020-74, approving the Professional Services Agreement with Halpin Sustainability Solutions.
2. Authorize the City Manager to execute the Professional Services Agreement with Halpin Sustainability Solutions inclusive of any final edits by the City Attorney.

#### Background and Overview:

##### Assembly Bill 1826

In October 2014 Governor Brown signed Assembly Bill 1826 into law, requiring businesses to recycle their organic waste depending on the amount of waste they generate per week. By January 1, 2016 municipalities in the state were required to implement an organic waste recycling program to divert organic waste generated by businesses and multifamily residential buildings with five or more units. These businesses had until April 1, 2016 to begin their recycling program. The law defines organic waste as food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

The purpose of this State law is to remove up to 26 million tons of organic material from landfills annually by 2025. When food and other organic material decompose, it gives off methane which is a greenhouse gas that is 70 times more potent than carbon dioxide. Landfills currently produce 21% of the state's methane emissions. Eliminating the way this waste is disposed of will drastically reduce the production of methane and other greenhouse gas emissions. It is anticipated that the reduction



in methane gas will have a dramatic impact on the state's ability to do its part to comply with carious climate change mandates.

AB 1826 identified various waste reduction mandates for commercial businesses for the years 2016 through 2020 which have gotten stricter with each passing year. By April 1, 2016, businesses that generated eight cubic yards of organic waste per week were required to arrange for organic waste recycling services. By January 1, 2019, businesses that generated four cubic yards or more of commercial solid waste were required to arrange for organic waste recycling services. By September 2020, businesses and those multifamily units with five or more units were required to reduce their waste to two cubic yards of solid waste and arrange for organic waste recycling. While the City has not implemented a formal organic waste recycling program to divert organic waste, City staff have educated business owners regarding the recycling requirements. Not all businesses in the City of Hughson fall under these regulations and some businesses have complied by reducing their waste. At this point, all of the businesses who fall under these regulations must comply with the organics recycling mandates in AB 1826.

To date, State enforcement of AB 1826 has been flexible and as long as staff showed a "good faith effort" to educate business owners about the requirements of AB 1826. Representatives at CalRecycle have periodically met with the City and have indicated that more needs to be done to bring business into compliance with this law.

### Senate Bill 1383

To help aid in the greenhouse gas emissions reductions in California, Governor Brown also passed SB 1383, establishing targets to achieve a 50% reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020, and a 75% reduction by 2025. The overall purpose of this law is to work in conjunction with AB 1826 to reduce greenhouse gas emissions, improve human health, and improve overall global warming impacts. To achieve these targets, residents, in conjunction with businesses, must actively participate in organic waste separation and food recovery programs.

The regulations for SB 1383 become effective January 1, 2022. The City must begin preparing for SB 1383 in order to be compliant by the deadline. Unlike AB 1826, which allows for a "good faith effort" related to enforcement, SB 1383 removes this flexibility, and violation of this law will be met with strict consequences. Compliance with SB 1383 requires that the City adopts an organics recycling ordinance, educates the public about their new recycling responsibilities, and amends the agreement with the collection service provider (Gilton). Penalties for noncompliance can be assessed by CalRecycle beginning in 2022. Local municipalities can assess penalties by 2024.

### **Discussion:**

In order to become compliant with AB 1826 and 1383, staff has requested the help of consultant Jennifer Halpin with Halpin Sustainability Solutions to develop the

City's commercial mandatory recycling and organics recycling programs, and to assist staff in transitioning residents to the rules and regulations of SB 1383.

The City does not have adequate staff to effectively perform public outreach or develop a program for implementation of these mandates. As such the City is behind in their efforts to comply with AB 1826. Ms. Halpin's expertise is necessary to get back on track and ensure compliance with this law. Halpin Sustainability Solutions will also consult on the SB1383 mandates. Compliance for SB 1383 is key as there are stricter consequences for not complying by January 2022.

On November 23, 2020, staff met with Ms. Halpin to identify what needs to be completed for Hughson to implement the requirements of these two laws. Implementation will require, but is not limited to: identification of waste generators, education and outreach (print media, site visits, direct contact, website assistance), coordination with the waste hauler and CalRecycle, program setup, monitoring/follow-up, and preparing numbers for reporting. The attached scope of work provides a summary of the overall programs the general tasks associated with each program and the estimated cost.

**Fiscal Impact:**

The cost associated with the services to be provided by Halpin Sustainable Solutions are identified in the attached Scope of Work.

**CITY COUNCIL  
CITY OF HUGHSON  
RESOLUTION NO. 2020-74**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING  
THE PROFESSIONAL SERVICES AGREEMENT WITH HALPIN SUSTAINABILITY  
SOLUTIONS FOR MANDATORY RECYCLING PROGRAMMING SERVICES**

**WHEREAS**, in October 2014 Governor Brown signed AB 1826 into law requiring businesses to recycle their organic waste on and after April 1, 2016, depending on the amount of waste they generate per week; and

**WHEREAS**, on or after January 1, 2016, local municipalities are required to implement an organic waste recycling program to divert organic waste generated by businesses, including multifamily residential dwellings that consist of five or more units; and

**WHEREAS**, the law phased in the requirements for businesses over time, and the law contains a 2020 trigger that further increased the scope of affected businesses by requiring a maximum threshold of two cubic yards of solid waste generated by covered businesses; and

**WHEREAS**, in September 2016, Governor Brown also signed into law SB 1383 establishing targets to achieve a 50% reduction in the level of statewide disposal of organic waste from the 2014 level by 2020 and a 75% reduction by 2025; and

**WHEREAS**, this mandate has impacts on the way residential users are able to dispose of their trash, and how the city's contract hauler will manage the disposal of this trash in order to comply with these reduction goals; and

**WHEREAS**, the City is working toward compliance with these two state laws but requires additional assistance educating commercial businesses and residential users about the mandatory commercial recycling and organics recycling requirements they will have to comply with so that the City of Hughson is in compliance with these state laws; and

**WHEREAS**, the City will enter into a Professional Services Agreement with Halpin Sustainability Solutions to provide consulting services to the City of Hughson to assist with the transition into AB 1826 and SB1383 compliance; and

**WHEREAS**, these services include but are not limited to the identification of generators, education and outreach, coordination with the hauler and CalRecycle, program setup, monitoring/follow-up, and preparing numbers for mandatory state reporting.

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

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 14<sup>th</sup> day of December 2020 by the following roll call vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**APPROVE:**

\_\_\_\_\_  
**JERAMY YOUNG, Mayor**

**ATTEST:**

\_\_\_\_\_  
**ASHTON GOSE, Deputy City Clerk**

**PROFESSIONAL SERVICE AGREEMENT**  
(City of Hughson/Halpin Sustainability Solutions)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Hughson, a California municipal corporation (“City”) and Halpin Sustainability Solutions (“Consultant”).

**RECITALS**

WHEREAS, the City has determined that it requires assistance related to mandatory commercial recycling and mandatory organics recycling program implementation (“Professional Services”) for its commercial and residential refuse contributors.

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

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

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

1. **DEFINITIONS**

1.1. “Scope of Services” means the professional services as are generally set forth in Consultant’s November 23, 2020 proposal to City attached hereto as Exhibit A.

1.2. “Approved Fee Schedule” means the fee set forth in Consultant’s November 23, 2020 proposal to the City and in Consultant’s rates sheet attached hereto as Exhibit B.

1.3. “Commencement Date” means December 15, 2020.

1.4. “Expiration Date” means the date the Scope of Services is completed.

2. **TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section **15** (“Termination”) below.

3. **CONSULTANT’S SERVICES**

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

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

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

#### 4. COMPENSATION

4.1. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and the not-to-exceed amount of each project.

4.2. Consultant shall submit to City an invoice for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within forty-five (45) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

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

## 5. OWNERSHIP OF WRITTEN PRODUCTS

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

## 6. RELATIONSHIP OF PARTIES

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

## 7. CONFIDENTIALITY

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

## 8. INDEMNIFICATION

8.1. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

8.2. City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 8 and related to Consultant’s failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

8.3. The obligations of Consultant under this Section 8 will not be limited by the provisions of any workers’ compensation act or similar act. Consultant



expressly waives any statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

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

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

## 9. INSURANCE

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

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

9.1.2. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One

Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

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

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

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

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

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

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

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

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

9.8. The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its

officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

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

9.10. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

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

#### 10. MUTUAL COOPERATION

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

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

#### 11. RECORDS AND INSPECTIONS

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

#### 12. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

#### 13. NOTICES

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

If to City:

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

With courtesy copy to:

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

If to Consultant:

Ms. Jennifer Halpin  
Halpin Sustainability Solutions  
P.O. Box 1066  
Merced, CA 95341  
Telephone: (209) 761-1004

#### 14. SURVIVING COVENANTS

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

#### 15. TERMINATION

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

15.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to

receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

16. GENERAL PROVISIONS

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

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

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

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

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

16.6. The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this

Agreement shall be deemed to have been waived by City or Consultant unless in writing.

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

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

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

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

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

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

deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

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

“City”  
City of Hughson

By \_\_\_\_\_  
Merry Mayhew, City Manager

Date: \_\_\_\_\_

“Consultant”  
Halpin Sustainability Solutions

By: \_\_\_\_\_  
Jennifer Halpin  
Principal Consultants

Date: \_\_\_\_\_

Attest:

By \_\_\_\_\_  
Ashton Gose, Deputy City Clerk

Date: \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_  
Daniel J. Schroeder, City Attorney

Date: \_\_\_\_\_

EXHIBIT A  
SCOPE OF WORK



EXHIBIT B  
APPROVED FEE SCHEDULE

# City of Hughson

## Consulting Services - Scope of Work

Assist the City of Hughson with Mandatory Commercial Recycling and Mandatory Organics Recycling, while also assisting with the transition into SB1383 Compliance (optional); including, but not limited to, identification of generators, education and outreach (print media, site visits, direct contact, website assistance), coordination with the hauler and CalRecycle, program setup, monitoring/follow-up, and preparing numbers for reporting.

### Program setup details include (but not limited to):

- Review current operations/programs,

- Identify generators,

- Identify outlets/end-facilities,

- Identify any gaps in the current program and recommend solutions,

- List out necessary steps for compliance (plan of action)

- Recommend relevant/useful vendors that have products and/or specific information to help the program operate smoothly,

- Administer the education, outreach and monitoring program on behalf of the City of Hughson,

- Attend City Council meetings, when necessary,

- Establish an open communication relationship with CalRecycle -- have them “sign off” on activities regarding identification, education and monitoring, regarding compliance with the mandates.

## Pricing

*[Applicable to any hours performed between November 2020 – June 30, 2021; hourly rate to increase by 5% on July 1, 2021.]*

Principal Consultant - Jennifer Halpin: \$120 per hour

Junior Consultant – Leah Robson: \$65 per hour

Mileage reimbursement of \$0.58 per mile traveled pertaining to work duties.

(\$0.58 or the rate on the IRS Standard Mileage Rate Table, whichever is greater)

**Please refer to the Budget Table for the overall work programs, tasks, and budgeting amounts.**

### Proposed by:

Jennifer Halpin, Principal Consultant

Halpin Sustainability Solutions

P.O. Box 1066

Merced, CA 95341-1066

Phone: (209) 761-1004

E-mail: [halpinrecycling@gmail.com](mailto:halpinrecycling@gmail.com)

Website: [www.halpinrecycling.com](http://www.halpinrecycling.com)

**Date:** November 23, 2020

## Budget Table

Below is a summary of overall programs related to Mandatory Commercial Recycling and Mandatory Organics Recycling, general tasks associated to each program, and the estimated budget amounts needed for each program.

*This is an estimated amount of work to be performed per program; funding may need to be moved from one overall program to the other, after assessing and completing tasks under each overall program. Number of hours will vary, depending on which team member performs the work duties.*

IDENTIFICATION	General Tasks	\$800
	Identify covered generators based on service lists from the hauler and number of units at multi-family dwelling locations.	
	Acquire number of units at each multi-family dwelling location.	
EDUCATION AND OUTREACH	General Tasks	\$2,000
Print Media	Create and distribute Print Media, such as: flyers, letters, brochures, etc.	
Electronic Education	Update electronic education on the website (if necessary).	
Outreach/Direct Contact	Make direct contact with covered generators and multi-family dwelling locations through phone calls, e-mails and site visits.  Present information to relevant business groups and perform training (if necessary).	
MONITORING		\$1,200
	Maintain database of covered generators and update information, as needed. Follow-up as with businesses and multi-family dwelling locations that have not implemented programs.	
REPORTING		\$1,000
	Pull numbers from the database of covered generators and multi-family dwelling locations; total and forward numbers to the necessary parties (to be entered into CalRecycle's Electronic Annual Report).  Attend CalRecycle Site Visits/Conference Calls, as needed.	
OTHER	Tasks outside of the scope of work, such as the setup of collection events, submittal of grant applications, etc. <i>(optional)</i>	\$500



## **CITY COUNCIL AGENDA ITEM NO. 4.9**

### **SECTION 4: CONSENT CALENDAR**

**Meeting Date:** December 14, 2020  
**Subject:** Approval of the 20% Sewer Rate Discount Effective Date of January 2021  
**Presented By:** Merry Mayhew, City Manager  
**Approved By:** Merry Mayhew

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#### **Staff Recommendation:**

Approve the 20% sewer rate discount effective date of January 2021.

#### **Background and Discussion:**

At the November 23, 2020 City Council meeting, Bartle Wells consultants presented six options outlined in the 2020 Sewer Rate Study. Of the six options, Council voted to approve Option 7F. Option 7F assumes a 1% asset value capital spending, a 2% growth rate, and a 20% rate discount for Hughson residents.

The effective date of the rate discount was not included as part of the recommendation or the Council's motion for approval; therefore, this item is to set the effective date of the sewer rate discount for the first billing in January 2021.

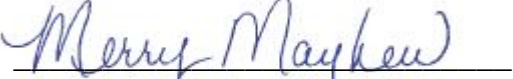
#### **Fiscal Impact:**

The 20% sewer rate discount has previously been approved by Council. This action, of setting the effective date to the first billing in January 2021, will reduce the residential monthly fee from \$94.93 to \$75.94 and amounts to a reduction of approximately \$46,955 in sewer revenue monthly beginning in January 2021.



## **CITY COUNCIL AGENDA ITEM NO. 7.1**

### **SECTION 7: NEW BUSINESS**

**Meeting Date:** December 14, 2020  
**Subject:** Accept the Resignation of Mayor Jeramy Young from the Hughson City Council, Effective December 14, 2020, and Direct Staff on the Process for Filling Council Positions  
**Presented By:** Merry Mayhew, City Manager  
Daniel J. Schroeder, City Attorney  
**Approved By:** 

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#### **Staff Recommendations:**

1. Accept the resignation of Mayor Jeramy Young from the Hughson City Council, effective December 14, 2020 at 11:59 p.m.
2. Direct staff on the process for filling the office of mayor vacancy.
3. Should the Council decide to appoint a sitting councilmember to the office of mayor, direct staff to place on the January 14, 2021 agenda the process of filling the new vacancy on the City Council to avoid delay.

#### **Background and Overview:**

During the November 23, 2020 regular meeting, Mayor Jeramy Young shared with the Council, staff and public that he was resigning from the Hughson City Council effective December 14, 2020.

Government Code 36512(b) sets forth the procedures for filling a vacancy on the City Council. Within 60 days of the resignation, the Council must either appointment someone to fill the vacancy or call for a special election to fill the vacancy. If the Council decides to call a special election, the election must be held at the next regularly scheduled election.

If the City Council would like to fill the vacancy by appointment, there are two options. The first option is that City Council, with a 15-day notice to the public, may appoint a current councilmember to fill the office of mayor. The goal would be to appoint on January 11, 2020.

The second option would be to follow the process used for the filling of vacancies on the Planning Commission and Parks, Recreation and Entertainment

Commission. City staff normally advertises the vacancy for 30 days by way of the City's website, Facebook and Nextdoor page, and the Hughson Chronicle. The Notice of Vacancy is also posted as required.

Applications received by the deadline are collected, eligibility is verified with the Stanislaus County Registrar of Voters, and candidates are invited to a regular meeting. Historically, interviews are conducted at the meeting and a decision is made with the majority of the City Council. To be eligible to serve on the Hughson City Council, an individual is required to be a registered voter, residing within the city limits of Hughson.

The City Council may determine how to evaluate the applications received if it would like to depart from past practice. The goal would be to bring the appointment using the application process option for consideration during the second meeting in January (25<sup>th</sup>) in order for the Hughson City Council to make a decision in advance of the required 60-day deadline.

Should the City Council select to fill the office of mayor by appointment of a current councilmember, that would create a new vacancy on the City Council. As a result, the Council would only have four members until that vacancy is filled. The City Council would again have the two options available to fill the vacant councilmember seat, either by calling for a special election or by appointing. However, the Council would have to first direct staff on which process they would like to use to fill the vacancy. To avoid delay in filling a possible additional vacancy on the Council, staff would like to place an item on the January 14, 2021 agenda for the Council to direct staff on the process for filling the vacancy should the Council choose to appoint a current councilmember to fill the office of mayor vacancy. This will avoid an additional delay of a few weeks in filling that vacancy. In the event, on January 14, 2021, the Council appoints someone to the office of mayor who is not on the Council, the agenda item would simply be dropped.


#### **Fiscal Impact:**

There are no fiscal impacts associated with the acceptance of the letter of resignation. Costs associated with filling the vacancy depend on whether it is through an appointment or special election. The latter would require coordination with the Stanislaus County Registrar of Voters and include expenses significantly more than an appointment process due to the associated election costs.



## **CITY COUNCIL AGENDA ITEM NO. 7.2**

### **SECTION 7: NEW BUSINESS**

**Meeting Date:** December 14, 2020  
**Subject:** Appointment of a Mayor Pro Tem of the Hughson City Council  
**Presented By:** Ashton Gose, Deputy City Clerk  
**Approved:** 

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#### **Staff Recommendation:**

Appointment of a mayor pro tem of the Hughson City Council.

#### **Background and Overview:**

Government Code Section 36801 states that the mayor pro tempore is elected by the Council "at the meeting where the election results of a general municipal election are made." A mayor pro tem shall be elected by the City Council to serve in the mayor's absence.

There are several options for the City Council to consider in the unique situation that is occurring with Mayor Young's resignation and subsequent vacancy.

One option would be to nominate and appoint a mayor pro tem by using either the nomination process that has been utilized in the past or by choosing to hold nominations a different way.

The past process is as follows:

The mayor shall open nominations by nominating one member. The councilmembers shall then each be offered the opportunity to make one nomination each in the following order:

In even numbered years, the councilmember on the mayor's immediate right is given the opportunity to make a nomination (Rush); then to the mayor's far left (Bawanan); then to that member's right (Hill); then the member on the mayor's immediate left (Carr). Members may pass if they do not wish to provide a nomination.

When the nominations return to the mayor, the process shall be repeated until there are no further nominations.

The City Clerk will then hold a roll call vote on each of the nominated members. The member with the highest number of votes in support of becoming mayor pro tem will be announced as mayor pro tem. That member will then be seated to the left of Mayor Young.

A second option the Council may consider, is in the event the City Council has voted to appoint a current councilmember to fill the office of mayor, the Council may choose to delay the appointment of the mayor pro tem until the January meeting, at which time nominations may occur and the mayor pro tem would be appointed. Councilmember Carr's 2020 term as mayor pro tem would be extended until the Council makes an appointment in January.

**Fiscal Impact:**

There is no fiscal impact associated with this item.