



**CITY OF HUGHSON
CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS
(VIA VIDEOCONFERENCE)
7018 Pine Street, Hughson, CA**

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

**SPECIAL NOTICE
Coronavirus COVID-19**

MEMBERS OF THE PUBLIC MAY REMOTELY OBSERVE THE MEETING AND/OR ADDRESS THE CITY COUNCIL 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 the Meeting:

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

<https://cityofhughson.my.webex.com/cityofhughson/my/j.php?MTID=m1cc04aab47d2608b609e7f689ea2ba92>

- Join by phone by calling: 1-408-418-9388
Meeting #/Access Code: 126-085-5342
Password: xyJAJ2yEc63 (995-252-93 phone and video systems)
- 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:

- Call Deputy City Clerk Ashton Gose at 209-883-4054 by 4:30 PM on September 14, 2020
- Email will be available prior to 7:00 PM on September 14, 2020, to provide public comment for the Public Comment Period, or for a specific agenda item. Please email agose@hughson.org
- The WebEx Chat Feature will be available during the meeting to provide public comment for the Public Comment Period, or for a specific agenda item.

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

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

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

2. PRESENTATIONS: NONE.

3. CONSENT CALENDAR:

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

3.1: Approve the Minutes of the Regular Meeting of August 10, 2020.

3.2: Approve the Warrants Register.

3.3: Approve the Treasurer's Report for July 2020.

3.4: Consider and Support the League of California Cities 2020 Annual Conference Resolution Packet.

- 3.5:** Adopt Resolution No. 2020-50, Authorizing the Disposition of City Surplus Property.
- 3.6** Adopt Resolution No. 2020-51, Approving the Federal/State Project Management Services Agreement with Willdan Engineering and Authorizing the City Manager to Execute the Agreement.
- 3.7:** Adopt Resolution No. 2020-52, Authorizing the City Manager to Apply for, and if Awarded, Accept the Federal WaterSMART Grant for the City's Water Meter Replacement Project.
- 3.8:** Approve the Updated Purchase Agreement with Rescue Engineers, Inc., for the Purchase of the Proprietary Filtration System for the Well No. 7 Replacement Project Phase III.
- 3.9:** Approval of the Fiscal Year 2020-2021 Memorandum of Understanding with Opportunity Stanislaus.
- 3.10:** Approval of the One-Year Extension to the Lease Agreement with Tenant, Stanislaus County, for Property Located at 2413 3rd Street in Hughson - APN 018-042-025.
- 3.11:** Approval of the Fiscal Year 2019-2020 Year End Budget Adjustments.
- 3.12:** Adopt Resolution No. 2020-53, Approving the Professional Services Agreement with Condor Earth Technologies, Inc. for MS4 Permit Support.
- 3.13:** Adopt Resolution No. 2020-54, Approving an Agreement with Stanislaus County to Perform Law Enforcement Services for the City of Hughson and Related Actions.
- 3.14:** Approval to Use the Stanislaus County Workforce Development On The Job Training Program to Hire an Extra-Help Maintenance Worker I.

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

- 5.1 A.** Adopt Resolution No. 2020-55, Adopting a Mitigated Negative Declaration for the Parkwood Hughson Development Project, APNS 018-017-002, -010, - 014.

B. Adopt Resolution No. 2020-56, Adopting General Plan Amendment 20-01 to change the Land Use diagram from Low Density Residential, Medium Density Residential, and Service Commercial to Medium Density Residential for the Parkwood Subdivision Project (a 56.04-acre site).

C. Adopt Resolution No. 2020-57, Approving a Change in the Zoning District Designation from R-1 single Family Residential, R-2 Medium Density Residential, and C-2 General Commercial to R-2 Medium Density Residential for the Parkwood Subdivision Project (a 56.04-acre site).

D. Adopt Resolution No. 2020-58, Adopting a Vesting Tentative Map for the Parkwood Subdivision Project, a 56.04-acre Property, Subdividing the Site into 299 Residential Lots and 3 Parks.

E. Adopt Resolution No. 2020-59, Approving a Conditional Use Permit to Allow a Planned Development Overlay for the Proposed Parkwood Hughson Residential Subdivision, APNS 018-017-002, -010, -014.

F. Introduce and Waive the First Reading of Uncodified Ordinance No. 2020-06, Adopting the Development Agreement By and Between the City of Hughson and Parkwood Hughson, LLC.

6. NEW BUSINESS:

6.1: Review and Award the Business Relief Grants and Authorize the City Manager to Sign the Business Relief Program Grant Agreement with each Local Business that is Awarded Funds.

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager:

Deputy City Clerk:

Community Development Director:

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.

Police Services:**City Attorney:**

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

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

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: 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:

September 15	▪ Planning Commission Meeting, City Hall Chambers, 6:00 PM Cancelled
September 28	▪ City Council Meeting, City Hall Chambers, 7:00 PM
October 12	▪ City Council Meeting, City Hall Chambers, 7:00 PM
October 13	▪ Parks, Recreation and Entertainment Commission Meeting, City Hall Chambers, 6:00 PM Tentative
October 20	▪ Planning Commission Meeting, City Hall Chambers, 6:00 PM Tentative
October 26	▪ City Council Meeting, City Hall Chambers, 7:00 PM

AFFIDAVIT OF POSTING

DATE: September 11, 2020 **TIME:** 4:00 PM

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

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.

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Notice Regarding Non-English Speakers:

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

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

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

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

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

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

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



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

Meeting Date: September 14, 2020
Subject: Approval of the City Council Minutes
Presented By: Ashton Gose, Deputy City Clerk
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

Approve the Minutes of the Regular Meeting of August 10, 2020.

Background and Overview:

The draft minutes of the August 10, 2020 meeting are prepared for the Council's review.



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

**MINUTES
MONDAY, AUGUST 10, 2020 – 7:00 P.M.**

**SPECIAL NOTICE
Coronavirus COVID-19**

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

CALL TO ORDER: Mayor 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
Daniel Schroeder, City Attorney
Larry Seymour, Chief of Police
Ashton Gose, Deputy City Clerk
Lea Simvoulakis, Community Development Director (via videoconference)
Lisa Whiteside, Finance Manager (via videoconference)
Jose Vasquez, Public Works Superintendent
Jaime Velazquez, Utilities Superintendent

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

NONE.

2. PRESENTATIONS:

- 2.1:** Recognition of Larry Seymour, Hughson Police Services Chief of Police.

Mayor Young presented a certificate of recognition, and an award of recognition to Hughson Police Services Chief of Police Larry Seymour.

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 July 27, 2020.
- 3.3:** Approve the Conversion of One of the Horseshoe Pits at Fontana Ranch Park into a Bocce Ball Court and Approve the Cost of \$383 in Labor and Materials to Complete the Work.
- 3.4:** Approve the Purchase of a Complete Mobile Council Chamber Audio/Visual System from EKC Enterprises, Inc. for a Total of \$45,420.44.
- 3.5:** Appoint Amy Hamill to the Parks, Recreation and Entertainment Commission.
- 3.6:** Review and Approve the City of Hughson Treasurer's Quarterly Investment Portfolio Report for June 2020.

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

YOUNG/BAWANAN 5-0-0-0 motion passes to approve the Consent Calendar excluding agenda item number 3.2.

- 3.2:** Approve the Warrants Register.

HILL/BUCK 5-0-0-0 motion passes to approve agenda item number 3.2.

4. UNFINISHED BUSINESS:

- 4.1:** Adopt Resolution No. 2020-49, Approving and Authorizing the City Manager to Execute the Project Finance Agreement Amendment No. 5 for the Waste Water Treatment Plant Upgrade and Expansion Project with the California State Water Resources Control Board, State Revolving Fund Project No. C-06-5139-110, Agreement No. 08-838-550.

City Manager Mayhew presented the staff report on this item.

Mayor Young opened public comment at 7:24 PM. There was no public comment. Mayor Young closed public comment at 7:24 PM.

BAWANAN/BUCK 5-0-0-0 motion passes to adopt Resolution No. 2020-49, Approving and Authorizing the City Manager to Execute the Project Finance Agreement Amendment No. 5 for the Waste Water Treatment Plant Upgrade and Expansion Project with the California State Water Resources Control Board, State Revolving Fund Project No. C-06-5139-110, Agreement No. 08-838-550.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS: NONE.

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager:

City Manager Mayhew informed the City Council that the Parks, Recreation and Entertainment Commission meeting scheduled for August 11, 2020 had been canceled. She also informed the Council that the joint City/School/Fire 2+2 meeting is scheduled for September 2020. She thanked and congratulated Chief Larry Seymour on his retirement.

Deputy City Clerk:

Deputy City Clerk Gose informed the City Council that the Candidate Nomination Period for the November 2020 Election closed on August 7, 2020 at 5:00 PM, and that the number of candidates nominated did exceed the number of officers to be voted upon in the November 2020 election.

Community Development Director:

Director Simvoulakis thanked and congratulated Chief Larry Seymour on his retirement.

Police Services:

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

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

Councilmember Bawanan attended a Hughson Chamber of Commerce Board of Directors meeting. He thanked and congratulated Chief Larry Seymour on his retirement. He also informed City staff that he would be out of the area for the next scheduled City Council meeting on August 24, 2020.

Councilmember Hill thanked and congratulated Chief Larry Seymour on his retirement.

Councilmember Buck attended a Planning workshop with the Community Development Director. He thanked and congratulated Chief Larry Seymour on his retirement. He also thanked the Deputy City Clerk for help with the Candidate Nomination material.

Mayor Pro Tem Carr attended a Planning workshop with the Community Development Director. He thanked and congratulated Chief Larry Seymour on his retirement.

Mayor Young attended a StanCOG Executive Committee meeting on August 10, 2020. He will attend a StanCOG Policy Board meeting on August 19, 2020.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

ADJOURNMENT:

YOUNG/HILL 5-0-0-0 motion passes to adjourn the regular meeting of August 10, 2020, at 7:42 P.M.

JERAMY YOUNG, Mayor

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: September 14, 2020
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Lisa Whiteside, Finance Manager
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

Approve the Warrants Register as presented.

Background and Overview:

The warrants register presented to the City Council is a listing of all expenditures paid from August 7, 2020 through September 10, 2020.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

Check Report

By Check Number

Date Range: 08/07/2020 - 09/10/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Payable Bank-Payable Bank						
00528	GILTON SOLID WASTE MANAGE	08/07/2020	Regular	0.00	44,266.15	53176
INV0004054	Invoice	07/31/2020	GARBAGE SERVICE- JULY	0.00	44,266.15	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	08/13/2020	Regular	0.00	40.12	53177
INV0004014	Invoice	07/31/2020	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	40.12	
00016	ABS PRESORT	08/13/2020	Regular	0.00	906.59	53178
124060	Invoice	08/06/2020	BILL PRINTING- AUGUST	0.00	906.59	
00049	ALLIED ADMINISTRATORS	08/13/2020	Regular	0.00	1,590.48	53179
INV0004061	Invoice	08/03/2020	DELTA DENTAL- SEPT	0.00	1,590.48	
00104	AYERA TECHNOLOGIES INC.	08/13/2020	Regular	0.00	84.00	53180
222311	Invoice	08/01/2020	Blanket PO	0.00	84.00	
00284	CHARTER COMMUNICATION	08/13/2020	Regular	0.00	238.35	53181
13555080120	Invoice	08/01/2020	IP ADDRESS- PINE ST	0.00	238.35	
00293	CITIZENS BUSINESS BANK	08/13/2020	Regular	0.00	86,736.28	53182
INV0004056	Invoice	08/15/2020	Installment Sale Agreement #06-003-AF	0.00	86,736.28	
00295	CITY NATIONAL BANK	08/13/2020	Regular	0.00	238,865.99	53183
INV0004055	Invoice	07/15/2020	Installment Sale Agreement #08-001	0.00	238,865.99	
00305	CITY OF HUGHSON	08/13/2020	Regular	0.00	6,376.45	53184
INV0004058	Invoice	08/01/2020	LLDS & STARN PARK	0.00	6,376.45	
00324	CODE PUBLISHING COMPANY	08/13/2020	Regular	0.00	400.00	53185
67495	Invoice	08/06/2020	Standard Web Hosting- Annual Fee 2020-20...	0.00	400.00	
00463	EXPRESS PERSONNEL SERVICE	08/13/2020	Regular	0.00	790.40	53186
24187918	Invoice	07/29/2020	Extra Help- PW	0.00	790.40	
01539	Gateway Pacific Contractors, Inc.	08/13/2020	Regular	0.00	66,975.00	53187
INV0004062	Invoice	05/31/2020	WELL #7 REPLACEMENT	0.00	66,975.00	
01539	Gateway Pacific Contractors, Inc.	08/13/2020	Regular	0.00	3,525.00	53188
INV0004063	Invoice	05/31/2020	WELL #7 REPLACEMENT (RETENTION)	0.00	3,525.00	
01539	Gateway Pacific Contractors, Inc.	08/13/2020	Regular	0.00	1,225.00	53189
INV0004065	Invoice	06/30/2020	WELL #7 REPLACEMENT (RETENTION)	0.00	1,225.00	
01539	Gateway Pacific Contractors, Inc.	08/13/2020	Regular	0.00	23,275.00	53190
INV0004064	Invoice	06/30/2020	WELL #7 REPLACEMENT	0.00	23,275.00	
00614	HUGHSON FARM SUPPLY	08/13/2020	Regular	0.00	446.45	53191
H344249	Invoice	07/13/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	29.81	
H344532	Invoice	07/15/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	84.91	
H345193	Invoice	07/20/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	7.60	
H345253	Invoice	07/21/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	84.57	
H345559	Invoice	07/22/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	14.86	
H345597	Invoice	07/23/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	62.07	
H345598	Invoice	07/23/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	20.69	
H345624	Invoice	07/23/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	118.33	
H345625	Invoice	07/23/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	13.56	
H346081	Credit Memo	07/27/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	-111.06	
H346189	Invoice	07/28/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	4.95	
H346381	Invoice	07/29/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	17.79	

Check Report

Date Range: 08/07/2020 - 09/10/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
H346468	Invoice	07/30/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	20.44	
H346471	Invoice	07/30/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	74.18	
H346652	Invoice	07/31/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	3.75	
01435	North Valley Labor Compliance Services	08/13/2020	Regular	0.00	450.00	53192
4648	Invoice	08/02/2020	Phase 2, Well Construction	0.00	450.00	
00855	OPERATING ENGINEERS LOCAL	08/13/2020	Regular	0.00	312.00	53193
INV0004060	Invoice	08/01/2020	LOCAL UNION DUES #3	0.00	312.00	
00879	PG & E	08/13/2020	Regular	0.00	25.53	53194
INV0004057	Invoice	08/03/2020	UTILITIES	0.00	25.53	
00914	QUICK N SAVE	08/13/2020	Regular	0.00	183.69	53195
1013153	Invoice	07/06/2020	BLANKET P.O. QUICK N SAVE	0.00	159.50	
1014344	Invoice	07/30/2020	BLANKET P.O. QUICK N SAVE	0.00	24.19	
01040	STANISLAUS COUNTY SHERIFF	08/13/2020	Regular	0.00	110,774.66	53196
1920-206	Invoice	06/25/2020	LAW ENFORCEMENT SERVICES- JUNE	0.00	105,774.66	
2021-HPS	Invoice	08/06/2020	Annual Cash Contribution- FY 20/21	0.00	5,000.00	
01090	SUTTER HEALTH PLUS	08/13/2020	Regular	0.00	13,168.12	53197
1314890	Invoice	08/03/2020	MEDICAL INSURANCE- SEPT	0.00	13,168.12	
01093	SYNAGRO WEST, LLC	08/13/2020	Regular	0.00	1,147.00	53198
16148	Invoice	07/31/2020	Blanket PO	0.00	1,147.00	
01169	UNUM LIFE INSURANCE CO.	08/13/2020	Regular	0.00	6,525.10	53199
INV0004066	Invoice	06/01/2020	LIFE INSURANCE WITHHOLDING	0.00	832.54	
INV0004067	Invoice	07/01/2020	LIFE INSURANCE WITHHOLDING	0.00	1,365.03	
INV0004068	Invoice	08/01/2020	LIFE INSURANCE WITHHOLDING	0.00	1,897.52	
INV0004069	Invoice	09/01/2020	LIFE INSURANCE WITHHOLDING	0.00	2,430.01	
01206	WARDEN'S OFFICE	08/13/2020	Regular	0.00	103.43	53200
2033125-0	Invoice	08/06/2020	MISC OFFICE SUPPLIES- COVID-19	0.00	103.43	
01285	ZAVALA, JESUS	08/13/2020	Regular	0.00	600.00	53201
INV0004059	Invoice	08/07/2020	Senior Center Cancellation- COVID- Zavala	0.00	600.00	
01569	Bank of the West	08/13/2020	Regular	0.00	150.00	53202
INV0004089	Invoice	08/13/2020	Drilling of Safe Deposit Box	0.00	150.00	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	08/13/2020	Regular	0.00	40.12	53212
INV0003926	Invoice	07/16/2020	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	40.12	
00024	ACOSTA AND SONS	08/20/2020	Regular	0.00	11,637.00	53213
014615	Invoice	06/30/2020	Reception Barrier	0.00	11,266.00	
14615	Invoice	06/30/2020	Barrier Speakers	0.00	371.00	
00032	AFLAC	08/20/2020	Regular	0.00	632.38	53214
959292	Invoice	08/12/2020	AFLAC	0.00	632.38	
00234	CAROLLO ENGINEERS	08/20/2020	Regular	0.00	10,533.75	53215
0189927	Invoice	08/14/2020	Professional Services	0.00	10,533.75	
01570	CSG Consultants	08/20/2020	Regular	0.00	5,482.96	53216
B200966	Invoice	08/03/2020	Contract Services Planning/Building	0.00	5,482.96	
00462	EWING IRRIGATION PRODUCTS	08/20/2020	Regular	0.00	494.67	53217
12348531	Invoice	08/11/2020	BLANKET P.O. EWING IRRIGATION	0.00	494.67	
00463	EXPRESS PERSONNEL SERVICE	08/20/2020	Regular	0.00	1,106.56	53218
24125648	Invoice	07/08/2020	Extra Help- PW	0.00	474.24	
24211991	Invoice	08/04/2020	Extra Help- PW	0.00	632.32	
00513	GARTON TRACTOR	08/20/2020	Regular	0.00	1,009.54	53219

Check Report

Date Range: 08/07/2020 - 09/10/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
CT71126	Invoice	08/07/2020	Kubota Tractor	0.00	1,009.54	
00527	GIBBS MAINTENANCE CO	08/20/2020	Regular	0.00	693.00	53220
7347	Invoice	07/31/2020	Janitor Services	0.00	693.00	
00528	GILTON SOLID WASTE MANAGE	08/20/2020	Regular	0.00	1,803.75	53221
HUGHSS-034	Invoice	06/10/2019	STREET SWEEPING-MAY 2019	0.00	1,803.75	
00627	HUGHSON NAPA AUTO & TRUCK	08/20/2020	Regular	0.00	51.26	53222
288624	Invoice	07/29/2020	BLANKET P.O. NAPA AUTO PARTS	0.00	19.01	
288693	Invoice	07/30/2020	BLANKET P.O. NAPA AUTO PARTS	0.00	2.09	
289344	Invoice	08/06/2020	Truck cleaners	0.00	30.16	
00806	MUFG UNION BANK, N.A.	08/20/2020	Regular	0.00	146,235.94	53223
INV0004111	Invoice	08/18/2020	HUGHSON REFUNDING BONDS 2015 TTE	0.00	146,235.94	
00824	NEUMILLER & BEARDSLEE	08/20/2020	Regular	0.00	10,007.40	53224
310500	Invoice	08/10/2020	LEGAL SERVICES	0.00	1,600.00	
310969	Invoice	08/10/2020	LEGAL SERVICES	0.00	8,407.40	
00837	NORTHSTAR CHEMICAL	08/20/2020	Regular	0.00	2,448.63	53225
176127	Invoice	08/17/2020	Blanket PO	0.00	1,788.31	
176129	Invoice	08/17/2020	Blanket PO	0.00	330.16	
176130	Invoice	08/17/2020	Blanket PO	0.00	330.16	
00901	PREFERRED ALLIANCE, INC.	08/20/2020	Regular	0.00	228.54	53226
0158541-IN	Invoice	07/31/2020	OFF-SITE PARTICIPANT	0.00	228.54	
01493	Salonen Electrical Inc dba Technical Electrical	08/20/2020	Regular	0.00	1,969.60	53227
2304	Invoice	08/07/2020	site work	0.00	1,969.60	
01009	SHRED-IT USA LLC	08/20/2020	Regular	0.00	165.08	53228
8180245770	Invoice	08/07/2020	Shredding	0.00	165.08	
01162	UNITED WAY OF STANISLAUS	08/20/2020	Regular	0.00	75.00	53229
INV0003931	Invoice	07/16/2020	United Way Contribution-EE	0.00	25.00	
INV0004019	Invoice	07/31/2020	United Way Contribution-EE	0.00	25.00	
INV0004105	Invoice	08/14/2020	United Way Contribution-EE	0.00	25.00	
01176	USA BLUE BOOK	08/20/2020	Regular	0.00	1,480.65	53230
304217	Invoice	08/07/2020	service parts	0.00	1,480.65	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	08/20/2020	Regular	0.00	40.12	53231
INV0004100	Invoice	08/14/2020	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	40.12	
01394	Aquatic Science Center	08/28/2020	Regular	0.00	2,575.00	53233
8321511	Invoice	06/01/2020	Professional Services for MS4	0.00	2,575.00	
01384	BACKFLOW APPARATUS & VALVE CO.	08/28/2020	Regular	0.00	241.22	53234
958099	Invoice	06/29/2020	WWTP	0.00	241.22	
00284	CHARTER COMMUNICATION	08/28/2020	Regular	0.00	89.67	53235
54047081020	Invoice	08/10/2020	IP ADDRESS- 1ST	0.00	89.67	
00288	CHOICE LIGHTING SUPPLY	08/28/2020	Regular	0.00	58.14	53236
322588	Invoice	08/20/2020	BLANKET P.O. CHOICE LIGHTING	0.00	58.14	
00324	CODE PUBLISHING COMPANY	08/28/2020	Regular	0.00	106.50	53237
67581	Invoice	08/20/2020	Municipal Code Web Update	0.00	106.50	
00463	EXPRESS PERSONNEL SERVICE	08/28/2020	Regular	0.00	563.16	53238
24246143	Invoice	08/12/2020	Extra Help- PW	0.00	563.16	
00544	GRAND FLOW	08/28/2020	Regular	0.00	547.43	53239
151921	Invoice	08/20/2020	New Blue Notices Paper (5 Languages)	0.00	547.43	

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Date Range: 08/07/2020 - 09/10/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00611	Mid Valley Publications	08/28/2020	Regular	0.00	310.70	53240
114384	Invoice	08/05/2020	Legal #7747	0.00	310.70	
00822	NESTLE WATERS	08/28/2020	Regular	0.00	95.82	53241
10H0025664277	Invoice	08/08/2020	Blanket PO	0.00	95.82	
01053	STANISLAUS COUNTY	08/28/2020	Regular	0.00	24.70	53242
IN0015747-	Invoice	06/05/2020	Fee	0.00	24.70	
01040	STANISLAUS COUNTY SHERIFF	08/28/2020	Regular	0.00	102,149.04	53243
2021-HPS01	Invoice	08/11/2020	LAW ENFORCEMENT SERVICES- JULY	0.00	102,149.04	
01149	TURLOCK IRRIGATION DIST.	08/28/2020	Regular	0.00	35,644.82	53244
INV0004128	Invoice	08/15/2020	ELECTRIC	0.00	35,644.82	
01192	VISION SERVICE PLAN	08/28/2020	Regular	0.00	460.51	53245
810197333	Invoice	08/19/2020	MEDICAL INSURANCE WITHHELD- September	0.00	460.51	
00168	W.H. BRESHEARS	08/28/2020	Regular	0.00	2,070.56	53246
381792	Invoice	07/08/2020	BLANKET P.O. W.H. BREASHERS (fuel)	0.00	1,098.77	
383412	Invoice	08/05/2020	BLANKET P.O. W.H. BREASHERS (fuel)	0.00	971.79	
01225	WILLDAN ENGINEERING	08/28/2020	Regular	0.00	7,078.98	53247
332959	Invoice	08/14/2020	ENGINEERING SERVICES	0.00	638.58	
332971	Invoice	08/14/2020	Parkwood	0.00	450.00	
332974	Invoice	08/14/2020	Walker Ln CDBG Sidewalk Project	0.00	3,047.00	
332976	Invoice	08/14/2020	SANTA FE AVE	0.00	2,943.40	
00094	AT&T MOBILITY	09/04/2020	Regular	0.00	212.45	53248
287249079959X0...	Invoice	08/27/2020	PHONES	0.00	212.45	
01538	Colonial Life	09/04/2020	Regular	0.00	446.48	53249
5405907-0801836	Invoice	08/18/2020	Colonial Life	0.00	446.48	
01570	CSG Consultants	09/04/2020	Regular	0.00	9,045.00	53250
32050	Invoice	08/17/2020	Contract Services Planning/Building	0.00	9,045.00	
00463	EXPRESS PERSONNEL SERVICE	09/04/2020	Regular	0.00	632.32	53251
24300063	Invoice	09/03/2020	Extra Help- PW	0.00	632.32	
00464	EZ NETWORK SOLUTIONS	09/04/2020	Regular	0.00	4,127.05	53252
38657	Invoice	09/01/2020	IT SERVICES	0.00	497.90	
TS38739	Invoice	09/01/2020	IT SERVICES	0.00	3,629.15	
00498	FRANTZ WHOLESALE NURSERY	09/04/2020	Regular	0.00	488.13	53253
586196	Invoice	08/17/2020	Trees	0.00	488.13	
00513	GARTON TRACTOR	09/04/2020	Regular	0.00	22.88	53254
MC19766	Invoice	08/24/2020	service	0.00	22.88	
00527	GIBBS MAINTENANCE CO	09/04/2020	Regular	0.00	414.00	53255
7503	Invoice	08/31/2020	Janitor Services	0.00	414.00	
00614	HUGHSON FARM SUPPLY	09/04/2020	Regular	0.00	1,519.22	53256
H347007	Invoice	08/03/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	61.75	
H347102	Invoice	08/04/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	14.00	
H347177	Invoice	08/04/2020	Blanket PO	0.00	12.06	
H347441	Invoice	08/06/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	53.38	
H347957	Invoice	08/10/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	30.17	
H348318	Invoice	08/12/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	22.05	
H348455	Invoice	08/13/2020	Blanket PO	0.00	48.69	
H348886	Invoice	08/17/2020	Blanket PO	0.00	7.53	
H350301	Invoice	08/28/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	12.16	
H350353	Invoice	08/28/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	8.31	
S108190-01	Invoice	08/03/2020	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	188.97	

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Date Range: 08/07/2020 - 09/10/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
S108218-01	Invoice	08/17/2020	BLANKET P.O. HUGHSON FARM SUPPLY- COV..	0.00	1,060.15	
00623	HUGHSON TIRE	09/04/2020	Regular	0.00	450.00	53257
INV0004178	Invoice	08/17/2020	Tires for UT4 (water truck)	0.00	450.00	
00631	ICMA	09/04/2020	Regular	0.00	1,022.00	53258
INV0004184	Invoice	09/04/2020	ICMA Membership fee	0.00	1,022.00	
00682	KAISER FOUNDATION HEALTH	09/04/2020	Regular	0.00	5,644.77	53259
INV0004160	Invoice	10/01/2020	MEDICAL SERVICES- OCTOBER	0.00	5,644.77	
00738	LUNA, SAM	09/04/2020	Regular	0.00	340.00	53260
INV0004158	Invoice	08/28/2020	Zoom Webinars CE hrs & QAC Renewal Fee	0.00	340.00	
01459	Merry Mayhew	09/04/2020	Regular	0.00	100.00	53261
INV0004183	Invoice	09/03/2020	League Conf 2020 Registrations (Young & M...	0.00	100.00	
00775	MISSION UNIFORM SERVICE	09/04/2020	Regular	0.00	621.75	53262
1832709445	Invoice	08/04/2020	MISSION LINEN UNIFORM SERVICE	0.00	29.50	
512960358	Invoice	08/03/2020	MISSION LINEN UNIFORM SERVICE	0.00	33.92	
512960360	Invoice	08/03/2020	MISSION LINEN UNIFORM SERVICE	0.00	118.59	
512965416	Invoice	07/27/2020	MISSION LINEN UNIFORM SERVICE	0.00	29.50	
512965417	Invoice	07/27/2020	MISSION LINEN UNIFORM SERVICE	0.00	29.50	
513006264	Invoice	08/10/2020	MISSION LINEN UNIFORM SERVICE	0.00	33.92	
513006265	Invoice	08/10/2020	MISSION LINEN UNIFORM SERVICE	0.00	56.89	
513050797	Invoice	08/17/2020	MISSION LINEN UNIFORM SERVICE	0.00	33.92	
513050799	Invoice	08/17/2020	MISSION LINEN UNIFORM SERVICE	0.00	56.89	
513097363	Invoice	08/24/2020	MISSION LINEN UNIFORM SERVICE	0.00	33.92	
513097364	Invoice	08/24/2020	MISSION LINEN UNIFORM SERVICE	0.00	56.89	
513141096	Invoice	08/31/2020	MISSION LINEN UNIFORM SERVICE	0.00	33.92	
513141098	Invoice	08/31/2020	MISSION LINEN UNIFORM SERVICE	0.00	56.89	
SP CREDIT TAKEN	Invoice	08/11/2020	MISSION LINEN UNIFORM SERVICE	0.00	17.50	
00806	MUFG UNION BANK, N.A.	09/04/2020	Regular	0.00	2,260.00	53263
1226767	Invoice	08/23/2020	Services for Aug 2020- July 2021	0.00	2,260.00	
01435	North Valley Labor Compliance Services	09/04/2020	Regular	0.00	75.00	53264
4655	Invoice	08/30/2020	Well 7 Replacement	0.00	75.00	
00879	PG & E	09/04/2020	Regular	0.00	93.60	53265
INV0004159	Invoice	08/25/2020	UTILITIES	0.00	93.60	
00914	QUICK N SAVE	09/04/2020	Regular	0.00	231.12	53266
1011006	Invoice	09/01/2020	BLANKET P.O. QUICK N SAVE	0.00	60.31	
1018058	Invoice	08/26/2020	BLANKET P.O. QUICK N SAVE	0.00	23.10	
1019025	Invoice	08/28/2020	BLANKET P.O. QUICK N SAVE	0.00	147.71	
00931	RAY A. MORGAN COMPANY	09/04/2020	Regular	0.00	623.72	53267
27686969	Invoice	08/26/2020	LEASE	0.00	623.72	
01033	STANISLAUS COUNTY	09/04/2020	Regular	0.00	1,190.00	53268
R20-517747	Invoice	09/01/2020	20-21 2ND QTR DEBT SERVICES	0.00	1,190.00	
01155	UNDERGROUND SERVICE ALERT OF NORTHERN C	09/04/2020	Regular	0.00	121.46	53269
117988DIG20	Invoice	08/24/2020	Dig Safe Board	0.00	121.46	
01162	UNITED WAY OF STANISLAUS	09/04/2020	Regular	0.00	25.00	53270
INV0004150	Invoice	09/01/2020	United Way Contribution-EE	0.00	25.00	
01264	VERIZON WIRELESS	09/04/2020	Regular	0.00	456.12	53271
9861483790	Invoice	08/24/2020	MIFI DEVICES/ CAMERAS	0.00	152.04	
9861483791	Invoice	08/24/2020	MIFI DEVICES/ CAMERAS	0.00	228.06	
9861483792	Invoice	08/24/2020	TABLETS FOR SCADA	0.00	76.02	
01206	WARDEN'S OFFICE	09/04/2020	Regular	0.00	13.19	53272

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Date Range: 08/07/2020 - 09/10/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2036994-0	Invoice	09/03/2020	MISC OFFICE SUPPLIES	0.00	13.19	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	09/04/2020	Regular	0.00	40.12	53273
INV0004145	Invoice	09/01/2020	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	40.12	

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	149	88	0.00	987,548.37
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
	149	88	0.00	987,548.37

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	149	88	0.00	987,548.37
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
	149	88	0.00	987,548.37

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	8/2020	957,332.99
999	POOLED CASH/CONSOLIDATED CASH	9/2020	30,215.38
			987,548.37



CITY COUNCIL AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: September 14, 2020
Subject: Approval of the Treasurer's Report for July 2020
Presented By: Crystal Aguilar, Treasurer
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

Review and approve the City of Hughson Treasurer's Report for July 2020.

Background and Discussion:

The City Treasurer reviews the City's cash and investment practices and approves the monthly Treasury Reports and a quarterly Investment Portfolio Report. As of July 2020, the City of Hughson has a cash and investment balance total of \$20,566,250 with \$2,867,587 invested. All investment actions executed since the last report have been made in full compliance of the City of Hughson's Investment Policy. The City of Hughson will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b) (2) and (3) respectively.

The Treasurer report for July 2020 reflects the most current representation of the City's funds and investments and provides a necessary outlook for both past, and present investment and spending habits. While investments and funds differ from time to time, it is the goal of the City to maintain safety and stability with its funds, while additionally promoting prudence and growth.

Attached is the City of Hughson Treasurer's Report for July 2020, along with supplementary graphs depicting the percentage of the City's total funds, a breakdown of the Developer Impact Fees, and an additional line plot graph further demonstrating the Developer Impact Fees. This graph depicts the Developer Impact Fees' actual balance for the past five years. After review and evaluation of the report, City staff has researched funds with a significant deficit balance and submit the following detailed explanation for July 2020:

Transportation Capital and CDBG Street Project Fund:

The Transportation Capital Project Fund currently reflects a negative balance of (\$235,605), which is a negative difference of \$12,616 from the previous year. The

CDBG Street Project Fund currently reflects a negative balance of (\$19,100) reflecting a negative difference of \$6,175 from the previous year. As the City continues to produce transportation projects, the transportation fund will likely continue to show a negative balance. City staff will continue to monitor and report the status of these reimbursements as the funds become available.

Water Fixed Asset Replacement Fund:

The Water Fixed Asset Replacement Fund currently reflects a negative balance of (\$657,051), which is a negative difference of \$1,438,005 from the previous year. This deficit is attributable to Well 7 Replacement Project reimbursements not yet received from the State of California.

Fiscal Impact:

As of July 2020, the City's cash, and investments total \$20,566,250. This compares to a July 2019 balance of \$20,251,162 and represents an increase of \$315,088.

**City of Hughson
Treasurer's Report
July 2020**

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	\$ 15,738,556.22	\$ 2,185,087.90	\$ -	\$ 17,923,644.12
Adjustment	\$ (168.10)	\$ 244,299.78		
Outstanding Deposits +	\$ 156,556.31	\$ -	\$ -	\$ 156,556.31
Outstanding Checks/transfers -	\$ (5,835.64)	\$ (375,701.39)	\$ -	\$ (381,537.03)
ADJUSTED TOTAL	\$ 15,889,108.79	\$ 2,053,686.29	\$ -	\$ 17,698,663.40
Investments: Various				\$ 1,153,373.04
Multi-Bank WWTP				\$ 1,629,690.53
Investments: L.A.I.F.		\$ 42,328.79	\$ 42,194.15	\$ 84,522.94

General Ledger Adjustments

Wages Payable

TOTAL CASH & INVESTMENTS **\$ 20,566,249.91**

<u>Books - All Funds</u>	<u>July 2019</u>	<u>July 2020</u>	<u>Difference</u>	<u>% of Variance</u>
100 GENERAL FUND	2,692,631.30	2,711,448.91	18,817.61	0.70%
105 GENERAL FUND CONTINGENCY RESERVE	946,072.65	976,417.12	30,344.47	3.21%
110 FIXED ASSESTS	-	-	0.00	n/a
210 SEWER	3,164,259.44	2,850,543.58	-313,715.86	-9.91%
215 SEWER FIXED ASSET REPLACEMENT	4,442,167.28	4,705,081.57	262,914.29	5.92%
220 SEWER DEV IMPACT FEE	1,611,052.23	1,836,426.10	225,373.87	13.99%
225 WWTP Expansion 2008	126,468.20	193,245.38	66,777.18	52.80%
240 WATER	1,432,370.92	2,180,526.73	748,155.81	52.23%
245 Water TCP123	(5,355.30)	(5,464.47)	-109.17	-2.04%
250 WATER DEV IMPACT FEE	(87,482.46)	683.03	88,165.49	100.78%
255 Water Fixed Asset Replacement	780,954.45	(657,050.71)	-1,438,005.16	-184.13%
270 COMMUNITY/SENIOR CENTER	6,753.41	7,398.77	645.36	9.56%
280 U.S.F. Resource Com. Center	(1,225.42)	(1,675.23)	-449.81	-36.71%
310 Garbage/Refuse	88,179.91	105,134.16	16,954.25	19.23%
320 GAS TAX 2103	154,575.22	166,040.12	11,464.90	7.42%
321 GAS TAX 2105	43,006.63	63,058.95	20,052.32	46.63%
322 GAS TAX 2106	8,889.31	13,154.25	4,264.94	47.98%
323 GAS TAX 2107	37,358.96	47,852.15	10,493.19	28.09%
324 GAS TAX 2107.5	2,672.14	3,672.14	1,000.00	37.42%
325 Measure L SALES TAX-ROADS	178,287.95	336,361.95	158,074.00	88.66%
326 SB-1 ROADS MAINTENANCE REHABILITATION	184,857.37	155,266.37	-29,591.00	-16.01%
340 LANDSCAPE LIGHTING DISTRICT	143,136.97	(7.74)	-143,144.71	-100.01%
350 BENEFIT ASSESMENT DISTRICT	222,704.39	(2.67)	-222,707.06	-100.00%
360 COMMUNITY FACILITIES DISTRICT	7,220.85	-	-7,220.85	-100.00%
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	131,903.58	152,292.37	20,388.79	15.46%
371 TRENCH CUT FUND	77,399.90	2,976.80	-74,423.10	-96.15%
372 IT RESERVE	112,087.59	98,346.75	-13,740.84	-12.26%
373 SELF-INSURANCE	73,303.49	73,303.49	0.00	0.00%
374 DIABILITY ACCESS AND EDUCATION	1,248.88	1,364.82	115.94	9.28%
381 AB109 PUBLIC SAFETY	35,722.29	35,722.29	0.00	0.00%
382 ASSET FORFEITURE	1,660.43	1,660.43	0.00	0.00%
383 VEHICLE ABATEMENT	16,944.51	29,294.18	12,349.67	72.88%
384 SUPPLEMENTAL LAW ENFORCEMENT SERVICE I	221,846.31	281,932.59	60,086.28	27.08%
385 FEDERAL FUNDED OFFICER FUND	6,620.00	6,620.00	0.00	0.00%
390 98-EDBG-605 BUSINESS ASSISTANCE	93,595.60	93,595.60	0.00	0.00%
391 96-EDBG-438 Grant	403.43	403.43	0.00	0.00%
392 94-STBG-799 HOUSING REHAB	224,637.88	227,224.45	2,586.57	1.15%
393 HOME Program Grant (FTHB)	35,043.29	35,043.29	0.00	0.00%
394 96-STBG-1013 Grant	210,313.26	211,028.33	715.07	0.34%
395 CALHOME REHAB	40,000.00	40,000.00	0.00	0.00%
410 LOCAL TRANSPORTATION	71,671.34	51,671.34	-20,000.00	-27.91%
415 LOCAL TRANSPORTATION NON MOTORIZED	13,219.00	13,219.00	0.00	0.00%
420 TRANSPORTATION STREET PROJECTS	(222,989.00)	(235,605.14)	-12,616.14	-5.66%
425 PUBLIC WORKS STREET PROJECTS-CDBG	(12,921.48)	(19,096.76)	-6,175.28	-47.79%

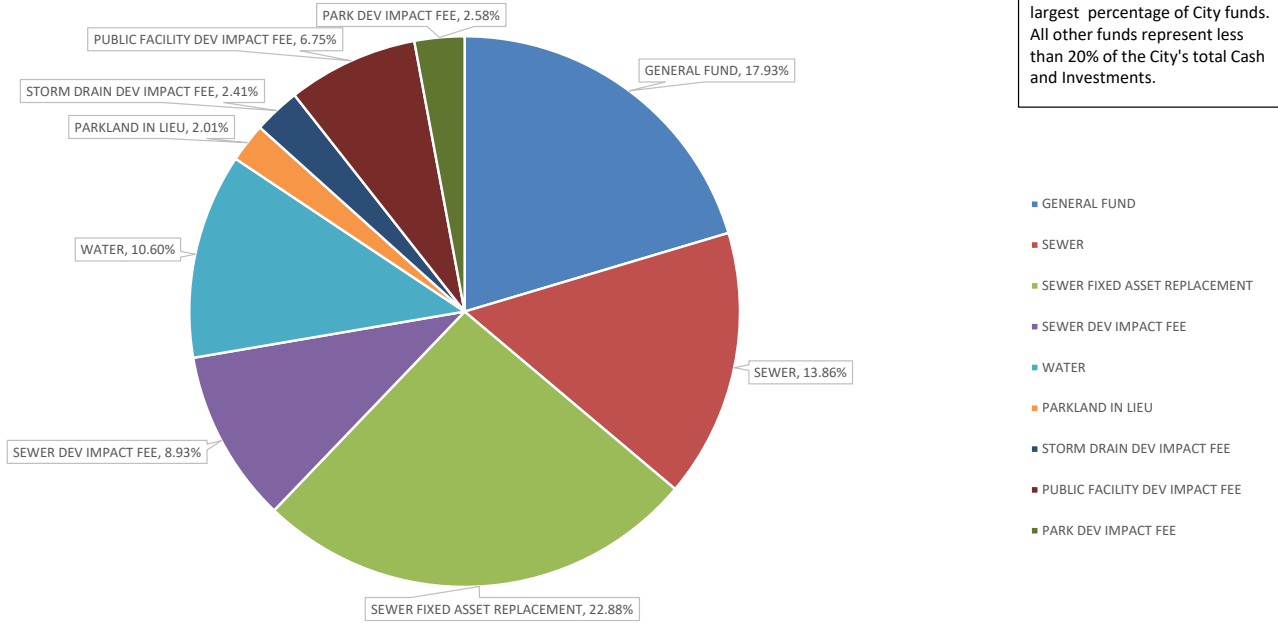
450 STORM DRAIN DEV IMPACT FEE	432,762.25	496,034.41	63,272.16	14.62%
451 PUBLIC FACILITY DEV IMPACT FEE	1,308,749.16	1,387,387.67	78,638.51	6.01%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	(47,074.36)	55,550.76	102,625.12	218.01%
453 PARK DEV IMPACT FEE	480,580.28	529,915.59	49,335.31	10.27%
454 PARKLAND IN LIEU	374,029.04	414,355.77	40,326.73	10.78%
510 WATER/SEWER DEPOSIT	63,417.36	75,175.16	11,757.80	18.54%
520 RDA SUCCESSOR AGENCY	327,431.78	393,327.61	65,895.83	20.13%
521 RDA FIXED ASSETS	-	-	0.00	n/a
530 LANDSCAPE LIGHTING DISTRICT	-	10,141.56	10,141.56	n/a
531 LANDSCAPE LIGHTING DISTRICT	-	49,590.10	49,590.10	n/a
532 LANDSCAPE LIGHTING DISTRICT	-	28,360.55	28,360.55	n/a
533 LANDSCAPE LIGHTING DISTRICT	-	37,680.14	37,680.14	n/a
534 LANDSCAPE LIGHTING DISTRICT	-	(33,530.80)	-33,530.80	n/a
535 LANDSCAPE LIGHTING DISTRICT	-	10,185.08	10,185.08	n/a
536 LANDSCAPE LIGHTING DISTRICT	-	19,320.09	19,320.09	n/a
537 LANDSCAPE LIGHTING DISTRICT	-	(46,413.15)	-46,413.15	n/a
538 LANDSCAPE LIGHTING DISTRICT	-	(24,080.76)	-24,080.76	n/a
539 LANDSCAPE LIGHTING DISTRICT	-	27,369.75	27,369.75	n/a
540 LANDSCAPE LIGHTING DISTRICT	-	46,449.69	46,449.69	n/a
541 LANDSCAPE LIGHTING DISTRICT	-	31,284.37	31,284.37	n/a
542 LANDSCAPE LIGHTING DISTRICT	-	5,982.85	5,982.85	n/a
550 BENEFIT ASSESMENT DISTRICT	-	66,967.67	66,967.67	n/a
551 BENEFIT ASSESMENT DISTRICT	-	12,755.34	12,755.34	n/a
552 BENEFIT ASSESMENT DISTRICT	-	115,528.83	115,528.83	n/a
553 BENEFIT ASSESMENT DISTRICT	-	3,514.86	3,514.86	n/a
554 BENEFIT ASSESMENT DISTRICT	-	46,913.70	46,913.70	n/a
560 BENEFIT ASSESMENT DISTRICT	-	17,375.35	17,375.35	n/a
Developer Impact Fees ***	3,830,490.68	4,458,289.93	627,799.25	
TOTAL ALL FUNDS:	20,251,162.21	20,566,249.91	315,087.70	
Break Down of Impact Fees ***				
220 SEWER DEV IMPACT FEE	1,611,052.23	\$1,836,426.10	225,373.87	13.99%
250 WATER DEV IMPACT FEE	-87,482.46	\$683.03	88,165.49	100.78%
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	131,903.58	\$152,292.37	20,388.79	15.46%
450 STORM DRAIN DEV IMPACT FEE	432,762.25	\$496,034.41	63,272.16	14.62%
451 PUBLIC FACILITY DEV IMPACT FEE	1,308,749.16	\$1,387,387.67	78,638.51	6.01%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	-47,074.36	\$55,550.76	102,625.12	218.01%
453 PARK DEV IMPACT FEE	480,580.28	\$529,915.59	49,335.31	10.27%
Break Down of Impact Fees ***	3,830,490.68	4,458,289.93	627,799.25	16.39%

Crystal Aguilar, Treasurer

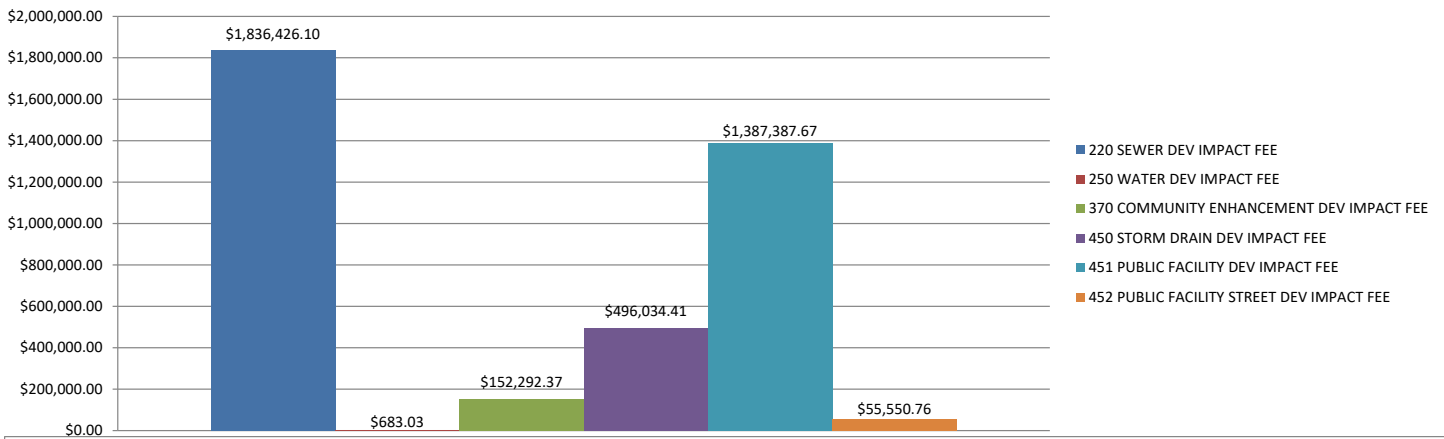
Date

Treasurer's Report - Charts and Graphs July 2020

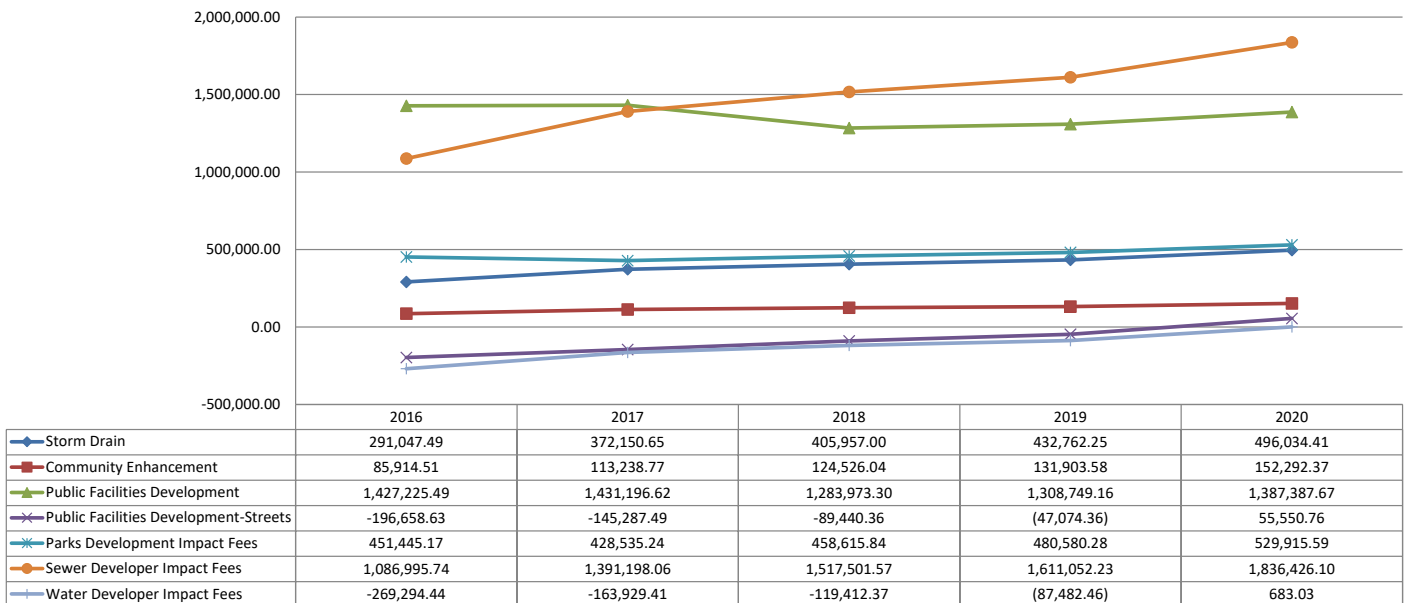
Percentage of Fund - July 2020



July 2020 Breakdown of Developer Impact Fees



5 Year Trend for Developer Impact Fees for the Month of July





CITY COUNCIL AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: September 14, 2020
Subject: Consider and Support the League of California Cities 2020 Annual Conference Resolution Packet
Presented By: Ashton Gose, Deputy City Clerk
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

Consider and support the League of California Cities 2020 Annual Conference Resolution Packet (1) to amend Section 230 of the Communications Decency Act of 1996 to require social media companies to remove materials which promote criminal activities.

Background:

The League of California Cities (LOCC) is an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities. The Vision of the LOCC is to be recognized and respected as the leading advocate for the common interests of California's cities. Its Mission is to expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

The League of California Cities is the state leader in local government education – with a focus on networking, legal, legislative, new technologies, best practices and organizational improvement. The LOCC offers innovative and integrated approaches to education conferences and alternative forms of learning that addresses the needs of local elected officials, city department heads, city staff and partners alike. The Annual Conference and Expo scheduled virtually on October 7-9, 2020 is an opportunity for such education, training, and policy discussions.

The LOCC bylaws provide that resolutions submitted by a member shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference. Respective cities are encouraged to consider the resolutions and to determine a position so that the voting delegate can represent the city's position on each resolution. Resolutions submitted

to the General Assembly must be concurred in by five cities or by city officials from at least five or more cities.

On July 27, 2020, the Hughson City Council was asked to approve the designation of Mayor Jeramy Young as the voting delegate, and City Manager Merry Mayhew as the voting delegate alternate for the 2020 Annual Conference and Expo. The City of Hughson has received the Annual Conference Resolutions Packet which includes one resolution that was introduced by the required deadline. The following is a summary of the resolution with the actual packet attached for reference.

Summary of Analysis:

Resolution 1 – This resolution calls for an amendment of Section 230 of the Communications Decency Act of 1996 to require social media companies to remove materials which promote criminal activities.

This resolution states that the League of California Cities should urge Congress to amend Section 230 of the federal Communications Decency Act of 1996 (CDA) to limit the immunity provided to online platforms where their forums enable criminal activity to be promoted. Ultimately, the policy objectives proposed under this resolution, if enacted, would incentivize social media companies to establish and implement a reasonable program to identify and remove content that solicits criminal activity.

Fiscal Impact:

Unlike the costly resources needed to support or oppose a ballot measure, a federal resolution from the League of California Cities that simply urges Congress to undertake certain action should have a negligible fiscal impact, if any monetary impact at all.

Regarding cities, if social media had no immunity for its failure to police content that solicits criminal activity, then an individual city could theoretically save thousands if not millions of dollars, depending on its size and other subjective circumstances. Collectively, cities across the country could potentially save at least hundreds of millions between redress for actual economic harm suffered and/or the cost of preventative measures taken to stop criminal activity from occurring in the first place.

Conversely, if social media platforms were to shut down, due to an inability to comply with a policy requirement to regulate speech on the internet, it is unclear on how cities might be impacted from a fiscal standpoint.



***Annual Conference
Resolutions Packet***

2020 Annual Conference Resolutions



October 7 – 9, 2020

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration at the Annual Conference and referred to League policy committees.

POLICY COMMITTEES: Two policy committees will meet virtually at the Annual Conference to consider and take action on the resolution referred to them. The committees are: Governance, Transparency & Labor Relations and Public Safety. These committees will meet virtually on Tuesday, September 29, with the Governance, Transparency and Labor Relations Policy Committee meeting from 9:30 – 11:30 a.m. and the Public Safety Policy Committee meeting from 1:00 – 3:00 p.m. The sponsor of the resolution has been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet virtually at 1:00 p.m. on Thursday, October 8, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president.

GENERAL ASSEMBLY: This meeting will be held virtually at 11:00 a.m. on Friday, October 9.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, October 8.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee		
		2 - General Resolutions Committee		
		3 - General Assembly		

GOVERNANCE, TRANSPARENCY & LABOR RELATIONS POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

KEY TO ACTIONS TAKEN ON RESOLUTIONS (*Continued*)

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- | | |
|-----|---|
| A | Approve |
| D | Disapprove |
| N | No Action |
| R | Refer to appropriate policy committee for study |
| a | Amend+ |
| Aa | Approve as amended+ |
| Aaa | Approve with additional amendment(s)+ |
| Ra | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+ |
| Da | Amend (for clarity or brevity) and Disapprove+ |
| Na | Amend (for clarity or brevity) and take No Action+ |
| W | Withdrawn by Sponsor |

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR AN AMENDMENT OF SECTION 230 OF THE COMMUNICATIONS DECENCY ACT OF 1996 TO REQUIRE SOCIAL MEDIA COMPANIES TO REMOVE MATERIALS WHICH PROMOTE CRIMINAL ACTIVITIES

Source: City of Cerritos

Concurrence of five or more cities/city officials

Cities: City of Hawaiian Gardens, City of Lakewood, City of Ontario, City of Rancho Cucamonga, City of Roseville

Referred to: Governance, Transparency and Labor Relations and Public Safety Policy Committees

WHEREAS, local law enforcement agencies seek to protect their communities' residents, businesses, and property owners from crime; and

WHEREAS, increasingly, criminals use social media platforms to post notices of places, dates and times for their followers to meet to commit crimes; and

WHEREAS, Section 230 of the Communications Decency Act of 1996 currently provides online platforms (including social media platforms) immunity from civil liability based on third-party content and for the removal of content; and

WHEREAS, in the 25 years since Section 230's enactment, online platforms no longer function simply as forums for the posting of third-party content but rather use sophisticated algorithms to promote content and to connect users; and

WHEREAS, the United States Department of Justice, in its June 2020 report, "Section 230 — Nurturing Innovation or Fostering Unaccountability?," concluded the expansive interpretation courts have given Section 230 has left online platforms immune from a wide array of illicit activity on their services, with little transparency or accountability, noting it "makes little sense" to immunize from civil liability an online platform that purposefully facilitates or solicits third-party content or activity that violates federal criminal law; and

WHEREAS, current court precedent interpreting Section 230 also precludes state and local jurisdictions from enforcing criminal laws against such online platforms that, while not actually performing unlawful activities, facilitate them; and

WHEREAS, amendment of Section 230 is necessary to clarify that online platforms are not immune from civil liability for promoting criminal activities; and

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 9, 2020 in Long Beach, California, that the League calls upon the U.S. Congress to amend Section 230 of the Communications Decency Act of 1996 to condition immunity from civil liability on the following:

1. Online platforms must establish and implement a reasonable program to identify and take down content which solicits criminal activity; and
2. Online platforms must provide to law enforcement information which will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity; and
3. An online platform that willfully or negligently fails in either of these duties is not immune from enforcement of state and local laws which impose criminal or civil liability for such failure.

Background Information to Resolution

Source: City of Cerritos

Background:

Social media platforms are now used as a primary means of communication, including by criminals who use them to advertise locations, dates, and times where the criminal acts will take place. Such communications, because they occur online, render the online platform immune from any civil liability for the costs incurred by law enforcement agencies that respond under Section 230 of the Communications Decency Act of 1996. Immunity from civil liability extends even to injunctive relief, thus preventing local governments from merely seeking an injunction against the online platform to have such a post removed.

The City of Cerritos supports the rights of free speech and assembly guaranteed under the First Amendment, but believes cities should have the ability to hold social media companies liable for their role in promoting criminal acts. Recently, the City suffered thousands of dollars in damages to respond to online threats that the Cerritos Mall would be looted. Anonymous posts on Instagram.com invited followers to “work together to loot Cerritos [M]all” only several days after the Lakewood Mall had been looted, causing thousands of dollars in damages. The posts were made under the names “cerritosmalllooting” and “cantstopusall,” among others. The City of Cerritos had no choice but to initiate response to protect the Mall and the public from this credible threat.

At the same time local governments face historic shortfalls owing to the economic effects of COVID-19, the nation’s social media platforms are seeing a record rise in profits. The broad immunity provided by Section 230 is completely untenable. Online platforms should be held responsible—and liable—for the direct harm they facilitate. Local governments are in no position to bear the costs of the crimes facilitated by these companies alone.

Congress is currently reviewing antitrust legislation and by extension, Section 230’s immunity provisions. The League urges Congress to amend Section 230 to limit the immunity provided to online platforms when they promote criminal activity to provide local governments some measurable form of relief.

League of California Cities Staff Analysis on Resolution No. 1

Staff: Charles Harvey, Legislative Representative
Bijan Mehryar, Legislative Representative
Caroline Cirrincione, Policy Analyst
Johnnie Piña, Policy Analyst

Committees: Governance, Transparency and Labor Relations
Public Safety

Summary:

This resolution states that the League of California Cities should urge Congress to amend Section 230 of the federal Communications Decency Act of 1996 (CDA) to limit the immunity provided to online platforms where their forums enable criminal activity to be promoted.

Ultimately, the policy objectives proposed under this resolution, if enacted, would incentivize social media companies to establish and implement a reasonable program to identify and remove content that solicits criminal activity.

Background:

The City of Cerritos is sponsoring this resolution in reaction to events whereby persons, using social media platforms to coordinate locations, dates, and times for their planned criminal activity, have committed acts of looting and vandalism resulting in both actual economic harm for targeted businesses, and pecuniary loss to cities who used resources to prevent such acts from occurring when such plans are discovered.

For example, just days after the Lakewood Mall had been looted, the City of Cerritos uncovered online communications via social media that persons were planning to target the nearby Cerritos Mall. Consequently, the city felt compelled to undertake measures to protect the Cerritos Mall, costing the city thousands of dollars to guard against what officials believed to be a credible threat.

Staff Comments:

Overview:

While there is certainly an argument to substantiate concerns around censorship, the use of social media as a tool for organizing violence is equally disturbing.

Throughout much of the 2020 Summer, there have been many reports of looting happening across the country during what were otherwise mostly peaceful demonstrations. Combined with the speculation of who is really behind the looting and why, the mayhem has usurped the message of peaceful protestors, causing a great deal of property damage in the process. Likewise, these criminal actions have upended the livelihood of some small business owners, many of whom were already reeling in the wake of the COVID-19 pandemic.

While social media allows people to connect in real time with others all over the world, organized illegal activity using social media is made easier by the anonymous nature of virtual interactions.

Nation's Reaction to the Murder of George Floyd:

Shortly after the senseless killing of George Floyd by law enforcement on May 26, 2020, civil unrest began as local protests in the Minneapolis–Saint Paul metropolitan area of Minnesota before quickly spreading nationwide to more than 2,000 cities and towns across the United States, and in approximately 60 countries in support of the Black Lives Matter movement. Protests unfolded across the country throughout the entire month of June and into July, and persisted in a handful of cities such as Portland and Seattle into the month of August.

Although the majority of protests were peaceful, some demonstrations in cities escalated into riots, looting, and street skirmishes with police. While much of the nation's focus has been on addressing police misconduct, police brutality, and systemic racism, some have used demonstrators' peaceful protests on these topics as opportunities to loot and/or vandalize businesses, almost exclusively under the guise of the "Black Lives Matter" movement. It has been uncovered that these "flash robs"¹ were coordinated through the use of social media. The spontaneity and speed of the attacks enabled by social media make it challenging for the police to stop these criminal events as they are occurring, let alone prevent them from commencing altogether.

As these events started occurring across the country, investigators quickly began combing through Facebook, Twitter, and Instagram seeking to identify potentially violent extremists, looters, and vandals and finding ways to charge them after — and in some cases before — they sow chaos. While this technique has alarmed civil liberties advocates, who argue the strategy could negatively impact online speech, law enforcement officials claim it aligns with investigation strategies employed in the past.

Section 230 and other Constitutional Concerns

At its core, Section 230(c)(1) of the CDA provides immunity from liability for providers and users of an "interactive computer service" who publish information provided by third-party users. Essentially, this protects websites from lawsuits if a user posts something illegal, although there are exceptions for copyright violations, sex work-related material, and violations of federal criminal law.

Protections from Section 230 have come under more recent scrutiny on issues related to hate speech and ideological biases in relation to the influence technology companies can hold on political discussions.

Setting aside Section 230, there are some potential constitutional issues one could raise, should there be an attempt to implement such a resolution into statute.

¹ The "flash robs" phenomenon—where social media is used to organize groups of teens and young adults to quickly ransack and loot various retail stores—began to occur sporadically throughout the United States over the past ten years.

In the United States, the First Amendment prohibits the government from restricting most forms of speech, which would include many proposals to force tech companies to moderate content. While “illegal” types of speech enjoy limited or no First Amendment protection, the line for delineating between “legal” and “illegal” speech is very difficult to determine. Consequently, one would expect online platforms to push back on whether there is a constitutionally feasible way for them to “identify” protected speech versus unprotected speech, or whether there is a feasible way to define “content which solicits criminal activity.” A law requiring companies to moderate content based on the political viewpoint it expresses, for example, would likely be struck down as unconstitutional.

Nonetheless, private companies can create rules to restrict speech if they so choose. Online platforms sometimes argue they have constitutionally-protected First Amendment rights in their “editorial activity,” and therefore, it violates their constitutional rights to require them to monitor (i.e., “identify and take down”) content that may be protected under the First Amendment. They may also argue, along the same lines, that the government may not condition the granting of a privilege (i.e., immunity) on doing things that amount to a violation of their first amendment rights. This is why Facebook and Twitter ban hate speech and other verifiably false information, for example, even though such speech is permitted under the First Amendment.

With respect to privacy and the Fourth Amendment, online platforms may argue that requiring them to “provide to law enforcement information that will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity,” turns them into government actors that search users’ accounts without a warrant based on probable cause, in violation of the Fourth Amendment.

Industry Perspective

Unsurprisingly, industry stakeholders have strong opinions for what such changes could mean for their respective business models.

For instance, a Facebook spokesperson recently noted in a Fortune article that, “By exposing companies to potential liability for everything that billions of people around the world say, this would penalize companies that choose to allow controversial speech and encourage platforms to censor anything that might offend anyone.”

The article acknowledges that in recent years, both political parties have put social media companies under increased scrutiny, but they are not unified in their stated concerns. While Republicans accuse the companies of unfairly censoring their post, Democrats complain that these companies fail to do enough to block misinformation, violent content, and hate speech.

The article concludes that there is no way companies like Facebook and Twitter could operate without Section 230, and that the removal of this section would thereby “eliminate social media as we know it.”

Recent Federal Action on Social Media

The President recently issued an *Executive Order on Preventing Online Censorship*. In it, he notes the following:

“The growth of online platforms in recent years raises important questions about applying the ideals of the First Amendment to modern communications technology. Today, many Americans follow the news, stay in touch with friends and family, and share their views on current events through social media and other online platforms. As a result, these platforms function in many ways as a 21st century equivalent of the public square.

Twitter, Facebook, Instagram, and YouTube wield immense, if not unprecedented, power to shape the interpretation of public events; to censor, delete, or disappear information; and to control what people see or do not see.”

Ultimately the President implores the U.S. Attorney General to develop a proposal for federal legislation that “would be useful to promote the policy objectives of this order.” The President is not subtle in communicating his desire to ultimately see legislation heavily slanted toward the preservation of free speech on social media, which some interpret as a maneuver to preempt Twitter and Facebook from regulating speech they otherwise deem as hateful or demonstrably false.

Considerations for Congress

Courts have generally construed Section 230 to grant internet service providers broad immunity for hosting others’ content. Many have claimed that Section 230’s immunity provisions were critical to the development of the modern internet, and some continue to defend Section 230’s broad scope. But simultaneously, a variety of commentators and legislators have questioned whether those immunity provisions should now be narrowed, given that the internet looks much different today than it did in 1996 when Section 230 was first enacted.

One way for Congress to narrow Section 230’s liability shield would be to create additional exceptions, as it did with FOSTA and SESTA². If a lawsuit does not fall into one of the express exceptions contained in Section 230(e)³, courts may have to engage in a highly fact-specific inquiry to determine whether Section 230 immunity applies: Section 230(c)(1) immunity will be inapplicable if the provider itself has developed or helped to develop the disputed content, while Section 230(c)(2) immunity may not apply if a service provider’s decision to restrict access to content was not made in good faith.

Date Storage and Usage Considerations for Cities

Section 2 of the conditions the resolution applies to civil immunity requires that online platforms provide relevant information to law enforcement to assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity. This section would most likely require the development of new procedures and protocols that govern law enforcements usage and retention of such information. Those new policies and procedures would undoubtedly raise privacy concerns depending on how wide the latitude is for law

² The Fight Online Sex Trafficking Act (FOSTA) and the Stop Enabling Sex Traffickers Act (SESTA) create an exception to Section 230 that means website publishers *would* be responsible if third parties are found to be posting ads for prostitution — including consensual sex work — on their platforms.

³ Section 230(e) says that Section 230 will not apply to: (1) federal criminal laws; (2) intellectual property laws; (3) any state law that is “consistent with” Section 230; (4) the Electronic Communications Privacy Act of 1986; and (5) civil actions or state prosecutions where the underlying conduct violates federal law prohibiting sex trafficking.

enforcement to request such information. In those circumstances cities could end up themselves incurring new liability for the governance of data that could either violate certain privacy rules or increase their data governance costs.

Fiscal Impact:

Unlike the costly resources needed to support or oppose a ballot measure, a federal resolution from the League of California Cities that simply urges Congress to undertake certain action should have a negligible fiscal impact, if any monetary impact at all.

Regarding cities, if social media had no immunity for its failure to police content that solicits criminal activity, then an individual city could theoretically save thousands if not millions of dollars, depending on its size and other subjective circumstances. Collectively, cities across the country could potentially save at least hundreds of millions between redress for actual economic harm suffered and/or the cost of preventative measures taken to stop criminal activity from occurring in the first place.

Conversely, if social media platforms were to shut down, due to an inability to comply with a policy requirement to regulate speech on the internet, it is unclear on how cities might be impacted from a fiscal standpoint.

Existing League Policy:

Public Safety:

Law Enforcement

The League supports the promotion of public safety through:

- Stiffer penalties for violent offenders, and
- Protecting state Citizens' Option for Public Safety (COPS) and federal Community Oriented Police Services (COPS) funding and advocating for additional funding for local agencies to recoup the costs of crime and increase community safety.

Violence

The League supports the reduction of violence through strategies that address gang violence, domestic violence, and youth access to tools of violence, including but not limited to firearms, knives, etc.

The League supports the use of local, state, and federal collaborative prevention and intervention methods to reduce youth and gang violence.

Governance, Transparency & Labor Relations:

Private Sector Liability

The League will work closely with private sector representatives to evaluate the potential for League support of civil justice reform measures designed to improve the business climate in California. These measures should be evaluated on a case-by-case basis through the League police process.

Questions to Consider:

Many cities obviously believe that creating civil liability for social media platforms—due to their role in providing the communication mediums for those who organize looting attacks— is key to deterring this organized criminal activity.

If such a change was actually passed by Congress, it would force social media to essentially police every conversation on stakeholders' respective platforms, putting immense pressure on the industry to make subjective determinations about what conversations are appropriate and what are unacceptable.

At the end of the day, there are a few questions to consider in assessing this proposed resolution:

- 1) *What would this resolution's impact be on free speech and government censorship?*
- 2) *What are the expectations for cities when they receive information from a social media platform about a potentially credible threat in their respective communities? Does a city become liable for having information from a social media platform and the threat occurs?*
- 3) *What would the costs be to develop and maintain new data governance policies, including data infrastructure, to store this information?*
- 4) *What is the role of the League in engaging in issues relating to someone's privacy?*

Support:

The following letters of concurrence were received:

City of Hawaiian Gardens

City of Lakewood

City of Ontario

City of Rancho Cucamonga

City of Roseville

LETTERS OF CONCURRENCE

Resolution No. 1

Amendment to Section 230 of the Communications
Decency Act of 1996



CITY OF HAWAIIAN GARDENS

"Our Youth - Our Future"

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social medial platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

The public safety efforts in the City of Hawaiian Gardens would certainly benefit from such legislation. This letter serves to support the City of Cerritos in their efforts to submit of the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,



Ernie Hernandez
City Manager

cc Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Jeff Wood
Vice Mayor

Steve Craft
Council Member



Todd Rogers
Mayor

Ariel Pe
Council Member

Diane DuBois
Council Member

August 5, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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This letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Todd Rogers
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Lakewood

CITY OF

303 EAST "B" STREET, CIVIC CENTER

ONTARIO



ONTARIO

CALIFORNIA 91764-4105

(909) 395-2000

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PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SCOTT OCHOA
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

August 6, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social media platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

This letter serves to support the City of Cerritos in their efforts to submit the above-mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Alan D. Wapner
Council Member
League of California Cities Board Member

c: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us



CITY OF RANCHO CUCAMONGA

10500 Civic Center Drive | Rancho Cucamonga, CA 91730 | 909.477.2700 | www.CityofRC.us

August 6, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

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On behalf of the City of Rancho Cucamonga, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

L. Dennis Michael
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us



City Council
311 Vernon Street
Roseville, California 95678

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social media platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

On behalf of the City of Roseville, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

John B. Allard II,
Mayor

Cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us
Jason Gonsalves, Joe A. Gonsalves and Son



CITY COUNCIL AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: September 14, 2020
Subject: Adopt Resolution No. 2020-50, Authorizing the Disposition of City Surplus Property
Enclosures: Exhibit A - Items for Surplus
Presented By: Lea C. Simvoulakis, Community Development Director
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

Adopt Resolution No. 2020-50, authorizing the sale of City surplus property as required in the Hughson Municipal Code, Chapter 3.08.

Background and Overview:

Chapter 3.08 of the Hughson Municipal Code requires that property belonging to the City shall be sold only after having been declared by resolution of the City Council to be surplus property. City staff identified several items of City owned property that have been taken out of service. Typically, these items are still useable, which is why the suggested sales price is higher than it would be for an item that is broken and needs repair, or that can only be used for parts. An item that has a useable life but is taken out of service usually requires maintenance or parts that outweigh the value of the item to the City. For example, a hedge trimmer requires the replacement of blades every one to two years given the amount of time staff use the item. These blades cost about half the price of the total hedge trimmer. As such, after replacing the blades two times, the cost of the blades becomes more expensive than a new trimmer. When this occurs, a new trimmer is purchased, and the other item is labeled for surplus. Another example of where the maintenance outweighs the cost of the item is the maintenance of the battery for the GEM electric cars. The batteries on these cars drain very quickly because they are first generation electric cars. The continued replacement cost for the batteries is not cost effective for the City. As such, staff decided to surplus the vehicles. These vehicles are useable for someone who is able to assume the maintenance costs, and the price reflects this. A final example would be the generator for Well 5. This generator is in working order, but the City decommissioned Well 5 and no longer needs the generator. The City's new wells are larger and cannot use this generator. Therefore, this generator has become surplus.

At this time, staff would like to have the items listed in Exhibit A declared as surplus so that they may be put up for auction. Section 3.08.030 states that except when otherwise authorized by resolution of the City Council, all property declared to be

surplus shall be sold at public auction, and the auction shall be held every third Saturday in July every year at 2:00 p.m. Staff is asking Council for an exception to this code section given the current group gathering restrictions in place due to COVID and the ability to auction surplus goods electronically. Rather than hold a public auction, staff would like to use the website Municibid.com.

Municibid is an auction website exclusively used by government agencies, schools, authorities, and utilities to sell surplus and forfeitures directly to the public. All auctions take place online and are available to bid 24 hours a day. Over 3,000 government agencies, authorities, and schools use this website. Bidders pay a competitive buyer's fee so that the City may receive 100% of the winning bid. The website provides large pictures to showcase items, there are real-time updates on items, bidders get reminders to bid, and most importantly, anyone who can pick up the item from Hughson, can bid on the items.

The items up for auction are listed in Exhibit A. Upon adoption of Resolution No. 2020-, these items can be declared surplus and sold.

Fiscal Impact:

Assuming each item is sold for at least the suggested sales price, this auction could net \$21,666 for the City. The amount received for each item will be deposited in the appropriate fund account and booked as revenue.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-50

**A RESOLUTION OF THE HUGHSON CITY COUNCIL APPROVING CERTAIN
CITY PROPERTY TO BE DECLARED AS SURPLUS, AND AUTHORIZING THE
DISPOSAL THEREOF**

WHEREAS, the City of Hughson has certain items of surplus property that have no further use to the City; and

WHEREAS, the list of surplus items has been presented to the City Council for their review; and

WHEREAS, the Hughson Municipal Code Chapter 3.08 requires that property belonging to the city, of whatever kind, shall be sold only after having been declared by resolution of the City Council to be surplus property of the City; and,

WHEREAS, City staff is asking the Council to approve the use of the bidding website Municibid rather than holding an in-person, live auction given the restrictions on group gatherings imposed due to COVID-19.

NOW THEREFORE, BE IT RESOLVED that the City Council declares the listed items in "Exhibit A" are made part of this Resolution and are surplus property and authorizes them to be disposed of in accordance with the Hughson Municipal Code.

PASSED AND ADOPTED by the Hughson City Council at a regular meeting thereof held on September 14, 2020 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

Surplus Items for Auction

Description	Quantity	Suggested Sales Price
HS 81T Stihl hedge trimmer 30"	2	\$180 each
029 Stihl Chainsaw	1	\$100
MS 181c Stihl Chainsaw 16"	1	\$100
BR 350 Stihl backpack blower	2	\$150 each
BG 86 Stihl handheld blower	1	\$80
HHT25S Honda weed trimmer	1	\$120
FS110R Stihl weed trimmer	1	\$100
FS130R Stihl weed trimmer	2	\$120 each
FS250 Stihl weed trimmer	1	\$120
FS111R Stihl weed trimmer	2	\$120 each
FS250 Stihl pole saw	1	\$180
RCA tube tv	1	\$30
Office Chairs	4	\$15 each
Computer monitor	1	\$20
1991 Diesel Ford Super Duty lift truck	1	\$3,500
Gem Electric car (e-4)	1	\$1,000
Gem Electric car (e-3)	1	\$1,600
2004 Ford F150 truck with utility bed (CNG)	1	\$2,500
2002 Ford Crown Victoria (CH-2)	1	\$2,100
2002 Ford Crown Victoria (CH-1)	1	\$2,300
F250 Super Duty Truck beds with tailgate	2	\$1300 each
Office desks with cabinets	3	\$300 each
Metal cabinet	1	\$50
Husqvarna zero turn mower 60"	1	\$3,000
Onon Generator, Model No. 175DGFB	1	\$10,000



CITY COUNCIL AGENDA ITEM NO. 3.6

SECTION 3: CONSENT CALENDAR

Meeting Date: September 14, 2020
Subject: Adopt Resolution No. 2020-51, Approving the Federal/State Project Management Services Agreement with Willdan Engineering and Authorizing the City Manager to Execute the Agreement
Enclosure: Agreement
Presented By: Lea C. Simvoulakis, Community Development Director
Approved By: Merry Mayhew, City Manager

Staff Recommendations:

1. Adopt Resolution No. 2020-51, approving the Federal/State Project Management Agreement with Willdan Engineering.
2. Authorize the City Manager to execute the Federal/State Project Manager Services Agreement with Willdan Engineering inclusive of any final edits by the City Attorney.

Background and Overview:

On December 16, 2019 City staff released a Request for Proposals for Contracted City Engineer Services. The response period closed on January 15, 2020. The City received three qualified proposals and on February 10, 2020 City Staff interviewed all three firms. After the interviews, Willdan Engineering was selected as the consultant that best meets the City's current contract engineering needs. The City Council approved a Professional Services Agreement with Willdan at the June 8, 2020 City Council meeting for contracted City Engineering Services.

This second agreement is also for contract City Engineering Services to be performed by Peter Rei and Willdan. However, this second contract is specific to projects that have federal or state funding sources. Per the agreement, Peter Rei, on behalf of Willdan, will serve only as the project manager for projects that have federal or state funding sources. Willdan will not provide design services for federally funded or state funded projects and the City will bid this component of federal and state projects in a bid process. The agreement with detailed terms is attached for reference and has been reviewed as to form by the City Attorney.

Discussion:

During the term of Willdan's original contract with the City of Hughson, the City approved Task Order 2017-05 for \$182,000 for Willdan to proceed with the Whitmore Avenue Pedestrian Project which includes the design and construction management of new sidewalk, curb, gutter, roadway improvements, and pedestrian railroad crossing improvements along the south side of Whitmore Avenue between Tully Road and Charles Street. The City secured federal funding for this project. In the middle of the pre-design work for this project, the Federal Highway Administration and Caltrans changed protocols concerning the use of an on-call engineering consultant who also serves as the design and project management consultant for the same jurisdiction when federal and state money is being used for the project. This change in protocol essentially meant that Willdan could no longer serve as the City's on-call consulting engineer and the design consultant and project manager for the Whitmore Pedestrian Project. Since the City was already under contract with Willdan, and the design for the Whitmore Project was underway with Willdan, the City applied for an exception to this change in protocol. The City was granted an exception to this rule by CalTrans, allowing Peter Rei and Willdan to continue to serve as the on-call engineering consultant for the City, as well as the design consultant and project manager on the Whitmore Pedestrian Project.

Despite the granted exception to this CalTrans rule, it became increasingly difficult to manage the project with this exception. Due to personnel changes in the Caltrans organization, the approved exception was often forgotten, resulting in paperwork being rejected and constantly having to remind CalTrans that Hughson had an exception to the same on-call engineer and designer/project manager rule. This has consistently slowed down the overall process for this project over the last two years.

As such, it was decided by staff in consultation with Willdan and the City Attorney that once Willdan was awarded the new RFP for Contract City Engineering Services, the City and Willdan would enter into two different contracts. The first contract would be the regular Professional Services Agreement for contract City Engineering Services with Willdan and would allow Peter to serve as the City's contract City Engineer and perform all regular contract engineering services. The second contract would be this contract, the contract authorizing Willdan to work on federally and state funded projects only as the project manager on the project. This way there would be a clear distinction for CalTrans that our on-call contract engineer is only serving as a project manager on federally and state funded projects, and not doing any other related work for a federally or state funded project.

The City's only federally funded project at this moment is the Whitmore Pedestrian Project. Under the new agreement, Peter Rei with Willdan will serve as the contract project manager on this project, and the City will go out to bid for the design and construction of the Whitmore Avenue Pedestrian Project. All prior work done by Willdan will be turned over to whomever wins the bid and they can use this work as a baseline for their work.

Fiscal Impact:

Per the direction of CalTrans, staff set the not to exceed limit for federal/state funded project management to \$149,999. CalTrans indicated that if an agreement exceeds \$150,000, additional paperwork needs to be filed and different procedures need to be followed. Staff wants to avoid this. Peter Rei is confident that he will be able to manage the Whitmore project and stay under the \$149,999 cap. The City has over \$600,000 in federal money ready to use to complete the Whitmore Pedestrian Project. Once this contract is executed, Peter Rei will start preparing the RFP for a consultant to take over the design of the project and begin the next steps to getting the project completed.

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-51

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
APPROVING THE FEDERAL/STATE FUNDED PROJECT MANAGEMENT
SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR CONTRACT CITY
ENGINEERING SERVICES AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT**

WHEREAS, on December 16, 2019 the City of Hughson released a Request for Statement of Qualifications for contract City Engineering Services, for project management of federal and state funded projects; and

WHEREAS, the response period closed on January 15, 2020 and the City received three proposals from various firms throughout the State; and

WHEREAS, on February 10, 2020 City staff interviewed three firms that met the City's minimum requested qualifications; and

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

WHEREAS, Willdan Engineering and the City has previously entered into a General City Engineering Services Agreement, which was approved by the City Council on June 22, 2020.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby approve the Federal/State Funded Project Management Services Agreement with Willdan Engineering 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 14th day of September 2020 by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

»

»

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

**MASTER
PROFESSIONAL SERVICE AGREEMENT**
(City of Hughson/Willdan Engineering)

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

RECITALS

WHEREAS, the City has determined that it requires the professional services of a consultant to provide city engineering and project management services and to act as an extension of the City of Hughson staff, to assist with the delivery of project management work on Federally-funded projects.

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

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

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

1. DEFINITIONS

- 1.1. “Scope of Services” means the professional services as are generally set forth in Consultant’s January 25, 2020 proposal to City attached hereto as Exhibit A and incorporated herein by this reference. Assignment specific task orders will be issued.
- 1.2. “Approved Fee Schedule” means the compensation rates as are set forth in Section 5 “Cost Proposal” of Consultant’s July 1, 2019- June 30, 2020 Fee Schedule & Basis of Charges attached hereto as Exhibit B.
- 1.3. “Commencement Date” means start date.
- 1.4. “Expiration Date” means the date the contract is expired.

2. TERM

The term of this Agreement shall commence at 12:00 a.m. on September 14, 2020 and shall expire at 11:59 p.m. on June 30, 2022 unless extended by written agreement of the parties or terminated earlier in accordance with Section 14 (“Termination”) below.

3. CONSULTANT'S SERVICES

3.1. Consultant shall perform the services identified in the Scope of Services submitted on January 25, 2020. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sums specified by each Task Order unless specifically approved in advance and in writing by City.

3.2. 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 Development Director, or his/her designee shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

4. COMPENSATION

4.1. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule, attached as Exhibit B. This Agreement also establishes a not-to-exceed billing amount of \$150,000.

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 thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

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

5. OWNERSHIP OF WRITTEN PRODUCTS

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

6. RELATIONSHIP OF PARTIES

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

7. CONFIDENTIALITY

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

8. INDEMNIFICATION

8.1. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged acts that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement, except those matters arising from City’s sole negligence or willful misconduct. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

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

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

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

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

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

9. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. MUTUAL COOPERATION

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

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

11. RECORDS AND INSPECTIONS

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

12. NOTICES

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

If to City:

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

Telephone: (209) 883-4054
Facsimile: (209) 883-2638

With courtesy copy to:

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

Consultant:

Adel Freij, PE
Willdan Engineering, Inc.
2014 Tulare Street, Suite 515
Fresno, CA 93721
Telephone: 559.443.5290 ext. 1669

13. SURVIVING COVENANTS

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

14. TERMINATION

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

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

GENERAL PROVISIONS

14.3. 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.

14.4. 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.

14.5. 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.

14.6. 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.

14.7. 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).

14.8. 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.

14.9. 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.

14.10. 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. [NTD: this clause is duplicated in section 14.13]

14.11. 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.

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

14.13. 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.

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

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

15. **FEDERAL FUNDING REQUIREMENTS (IF APPLICABLE)**

15.1. If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.326, as may be amended from time to time, and contain the applicable provisions described in Appendix II Part 200 – Federal Contract Provisions as Exhibit C. In the event of a conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

 X This Agreement is subject to federal funding. See Exhibit C

 This Agreement is not subject to federal funding.

16. **REQUIREMENTS FOR FUNDS ADMINISTERED THROUGH CALTRANS OFFICE OF LOCAL ASSISTANCE (IF APPLICABLE)**

16.1. If this Agreement is for architectural and/or engineering services subject to reimbursement by funds administered through the Caltrans Office of Local Assistance, in compliance with the Local Assistance Procedures Manual (LAPM), it must include the provisions set forth in Exhibit D, Required Fiscal and Federal Provisions for Architectural and Engineering Professional Services Agreements Administered through Caltrans Local Assistance. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

 This Agreement is subject to funding administered through Caltrans Office of Local Assistance. See Exhibit D.

 This Agreement is not subject to funding administered through Caltrans Office of Local Assistance.

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”

Willdan Engineering

By: _____
Adel Freij, PE, Director of City Engineering

Date: _____

Attest:

By _____
Ashton Gose, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Daniel J. Schroeder, City Attorney

Date: _____

EXHIBIT A

Scope of Services

Whitmore Avenue Project

- Peter Rei for Willdan Engineering will assist with the delivery of project management work for the City's Federally-funded project, the Whitmore Avenue Project. As the project manager, Peter Rei will help the City conduct their selection process for the firm that will design the project, and help the City with the bidding process to select the construction company that will bid on the construction of the project. As project manager, Mr. Rei will be responsible for monitoring, controlling, and coordinating all activities related to the Whitmore Avenue Project. Mr. Rei will also ensure the project is completed in accordance with the approved scope, schedule, and budget.
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EXHIBIT B- FEE SCHEDULE



WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2019 to June 30, 2020

ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$67	Assistant Code Enforcement Officer	\$89	Labor Compliance Specialist	\$120
Technical Aide II	\$87	Code Enforcement Officer	\$102	Labor Compliance Manager	\$150
Technical Aide III	\$107	Senior Code Enforcement Officer	\$120	Utility Coordinator	\$159
CAD Operator I	\$108	Supervisor Code Enforcement	\$145	Assistant Construction Manager	\$150
CAD Operator II	\$125	Plans Examiner Aide	\$95	Construction Manager	\$176
CAD Operator III	\$139	Plans Examiner	\$145	Senior Construction Manager	\$178
GIS Analyst I	\$145	Senior Plans Examiner	\$159	Project Manager IV	\$203
GIS Analyst II	\$164	Assistant Construction Permit Specialist	\$102	Deputy Director	\$211
GIS Analyst III	\$176	Construction Permit Specialist	\$107	Director	\$216
Environmental Analyst I	\$121	Senior Construction Permit Specialist	\$125	INSPECTION SERVICES	
Environmental Analyst II	\$135	Supervising Construction Permit Specialist	\$133	Public Works Observer I***	\$93
Environmental Analyst III	\$144	Assistant Building Inspector	\$120	Public Works Observer II***	\$103
Environmental Specialist	\$155	Building Inspector***	\$133	Senior Public Works Observer I***	\$111
Designer I	\$145	Senior Building Inspector	\$145	Senior Public Works Observer II***	\$123
Designer II	\$150	Supervising Building Inspector	\$159	Senior Public Works Observer III***	\$134
Senior Designer I	\$159	Inspector of Record	\$174	Senior Public Works Observer IV***	\$142
Senior Designer II	\$167	Deputy Building Official	\$174	Senior Public Works Observer V***	\$151
Design Manager	\$170	Building Official	\$176	MAPPING AND EXPERT SERVICES	
Senior Design Manager	\$176	Plan Check Engineer	\$174	Survey Analyst I	\$125
Project Manager I	\$156	Supervising Plan Check Engineer	\$176	Survey Analyst II	\$145
Project Manager II	\$177	Principal Project Manager	\$207	Calculator I	\$125
Project Manager III	\$187	Deputy Director	\$211	Calculator II	\$139
Project Manager IV	\$203	Director	\$216	Calculator III	\$151
Principal Project Manager	\$207	PLANNING		Senior Survey Analyst	\$164
Program Manager I	\$174	CDBG Technician	\$70	Supervisor - Survey & Mapping	\$178
Program Manager II	\$188	CDBG Specialist	\$85	Principal Project Manager	\$207
Program Manager III	\$208	CDBG Analyst	\$100	LANDSCAPE ARCHITECTURE	
Assistant Engineer I	\$121	CDBG Coordinator	\$125	Assistant Landscape Architect	\$125
Assistant Engineer II	\$137	CDBG Manager	\$150	Associate Landscape Architect	\$145
Assistant Engineer III	\$144	Planning Technician	\$107	Senior Landscape Architect	\$159
Assistant Engineer IV	\$149	Assistant Planner	\$133	Principal Landscape Architect	\$176
Associate Engineer I	\$155	Associate Planner	\$145	Principal Project Manager	\$207
Associate Engineer II	\$161	Senior Planner	\$164	ADMINISTRATIVE	
Associate Engineer III	\$168	Principal Planner	\$176	Administrative Assistant I	\$79
Senior Engineer I	\$171	Planning Manager	\$192	Administrative Assistant II	\$95
Senior Engineer II	\$174	Deputy Director	\$211	Administrative Assistant III	\$111
Senior Engineer III	\$177	Director	\$216	Project Accountant I	\$90
Senior Engineer IV	\$185			Project Accountant II	\$105
Supervising Engineer	\$190			Project Controller I	\$111
Traffic Engineer I	\$188			Project Controller II	\$125
Traffic Engineer II	\$203				
City Engineer I	\$203				
City Engineer II	\$213				
Deputy Director	\$211				
Director	\$216				
Principal Engineer	\$235				

*** \$172/hour for Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub-consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2019 thru June 30, 2020, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area up to five percent.

EXHIBIT C

Federal Contract Provisions

Federally Funded Projects. This Project is funded in whole or in part by federal funds and subject to the following federal requirements under the terms of the funding agreement(s) between City and the federal agency or agencies providing federal funds, which are fully incorporated by this reference and made part of the Agreement. In the event of any conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

1. **Equal Opportunity.** If this Agreement is for public works, during the performance of this Agreement, the Consultant agrees as follows:
 - A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment
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without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - C. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
 - D. The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Consultant's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
 - E. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.
 - F. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - G. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further federal government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.
 - H. The Consultant will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be
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binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City or funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City or funding agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2. **Davis-Bacon Act.** If this Agreement is for public works, Consultant will pay wages to laborers and mechanics, not less than once a week, and at a rate not less than the current federal prevailing wages specified in the Davis-Bacon Act Wage Determination attached hereto and incorporated herein. By entering into this Agreement, Consultant accepts the attached Wage Determination.
 3. **Copeland “Anti-Kickback” Act.** If this Agreement is for public works, Consultant will comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement. Consultant and subcontractors must insert this requirement into subcontracts of any tier. Consultant is responsible for compliance with these requirements by each subcontractor of any tier.
 4. **Contract Work Hours and Safety Standards Act.** In addition to the California state law requirements, Consultant and each subcontractor must comply with the requirements of the federal Contract Work Hours and Safety Standards Act, as set forth in 40 U.S.C. 3701-3708, as supplemented by the regulations set forth in 29 CFR Part 5, as may be amended from time to time, which are fully incorporated herein, including:
 - A. No Consultant or subcontractor will require or permit any laborer or mechanic performing Work for the Project to work in excess of 40 hours in a work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours during that work week.
 - B. If Consultant or a subcontractor violates this requirement, the Consultant and any responsible subcontractor will be liable for the unpaid wages. In addition, the Consultant and subcontractor will be liable to the United States for liquidated damages. The liquidated damages will be computed with respect to each individual worker as specified under federal law.
 - C. Consultant and subcontractors must insert this requirement into subcontracts of any tier. Consultant is responsible for compliance with these requirements by each subcontractor of any tier.
 5. **Rights to Inventions.** If the federal funding for this Agreement meets the definition of “funding agreement” under 37 CFR section 401.2(a) and constitutes an agreement between the City and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency, will apply to this Agreement and are fully incorporated into the Agreement by this reference.
 6. **Clean Air Act.** If the Agreement is for an amount in excess of \$150,000, Consultant and each subcontractor must comply with the requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401-7671q), which are fully incorporated into the Agreement by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental
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Protection Agency. Consultant and subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.

7. **Federal Water Pollution Control Act.** If the Agreement is for an amount in excess of \$150,000, the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387) apply to this Agreement and are fully incorporated into the Agreement by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency requirements for reporting violations. Consultant and subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.
8. **Suspension and Debarment.** Consultant is required to verify that neither it, nor its principals, as defined at 2 CFR section 180.995, or its affiliates, as defined at 2 CFR section 180.905, are excluded or disqualified, as defined at 2 CFR sections 180.935 and 180.940. Consultant must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a provision requiring compliance with these regulations in any subcontract of any

EXHIBIT D
Required Fiscal and Federal Provisions
for Architectural and Engineering Professional Services Agreements
Administered through Caltrans Local Assistance

Agreement receiving funds administered through Caltrans Office of Local Assistance. This Agreement is for architectural and/or engineering services funded in whole or in part by funds administered through Caltrans Office of Local Assistance, and subject to the following provisions. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

1. Performance Period (LAPM Exhibit 10-R, Article IV).

- A. This Agreement shall go into effect on September 14, 2020, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's contract administrator. The Agreement shall end on June 30, 2024 unless
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extended by amendment to the Agreement.

- B. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.

2. Allowable Costs and Payments (LAPM Exhibit 10-R, Article V).

- A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's cost proposal, unless additional reimbursement is provided for by amendment to the Agreement. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds the City approved overhead rate set forth in the cost proposal. In the event that City determines that a change to the work from that specified in the cost proposal and Agreement is required, the Agreement time or actual costs reimbursable by City shall be adjusted by amendment to the Agreement to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by amendment to the Agreement.
 - B. In addition to the allowable incurred costs, City will pay Consultant a fixed fee that will not exceed \$150,000. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by amendment to the Agreement.
 - C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved cost proposal.
 - D. When milestone cost estimates are included in the approved cost proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the contract administrator before exceeding such cost estimate.
 - E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the statement of work, City shall have the right to delay payment or terminate this Agreement.
 - F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
 - G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City's contract administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 60 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved cost proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due City including any equipment purchased under the provisions of Section 8 (Article XI), Equipment Purchase, of this Exhibit D. The final invoice should be submitted within 90 calendar days after completion of Consultant's work.
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Invoices shall be mailed to City at the following address:

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

H. The total amount payable by City including the fixed fee shall not exceed \$150,000.

For Personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

3. Termination (LAPM Exhibit 10-R, Article VI).

- A. This Agreement may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. In the event of termination, Consultant shall be compensated as provided for in this Agreement. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

4. Cost Principles and Administrative Requirements (LAPM Exhibit 10-R, Article VII).

- A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

5. Retention of Records/Audit (LAPM Exhibit 10-R, Article VIII).

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for four years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

6. Audit Review Procedures (LAPM Exhibit 10-R, Article IX).

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by City's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

7. Subcontracting (LAPM Exhibit 10-R, Article X).

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.
- B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by City's contract administrator, except that, which is expressly identified in the approved cost proposal.
- C. Consultant shall pay its subconsultants within thirty (30) calendar days from receipt of each payment made to Consultant by City.
- D. Any substitution of subconsultant(s) must be approved in writing by City's contract administrator prior to the start of work by the subconsultant(s).

8. Equipment Purchase (LAPM Exhibit 10-R, Article XI).

- A. Prior authorization in writing, by City's contract administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
 - B. For purchase of any item, service or consulting work not covered in Consultant's cost proposal and exceeding \$5,000, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified, prior to any authorization by City's contract administrator.
 - C. Any equipment purchased as a result of this Agreement is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit
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at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

9. State Prevailing Wage Rates (LAPM Exhibit 10-R, Article XII).

- A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

10. Conflict of Interest (LAPM Exhibit 10-R, Article XIII).

- A. During the term of this agreement, the Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.
- B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. The Consultant hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise

11. Rebates, Kickbacks, Unlawful Considerations (LAPM Exhibit 10-R, Article XIV).

Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

12. Statement of Compliance (LAPM Exhibit 10-R, Article XVI).

- A. Consultant's signature affixed to the Agreement, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that
-

Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

- B. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

14. Debarment and Suspension Certification (LAPM Exhibit 10-R, Article XVII).

- A. Consultant's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.
 - B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
 - C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.
-



CITY COUNCIL AGENDA ITEM NO. 3.7

SECTION 3: CONSENT CALENDAR

Meeting Date: September 14, 2020
Subject: Adopt Resolution No. 2020-52, Authorizing the City Manager to Apply for, and if Awarded, Accept the Federal WaterSMART Grant for the City's Water Meter Replacement Project
Presented By: Lea C. Simvoulakis, Community Development Director
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

Adopt Resolution No. 2020-52, authorizing the City Manager to apply for and if awarded, accept the Federal WaterSMART Grant for the City's water meter replacement project.

Background and Overview:

At the June 24, 2019 Hughson City Council meeting, the City Council approved the Smart Water Meter (radio) Project with the Fiscal Year 2019-2020 Preliminary Budget as a capital project in the Water Department. The Council approved the \$225,000 budget for this project at the September 23, 2019 meeting during discussion about the Final 2019-2020 Budget. Staff was not able to complete this project during the 2019-2020 Fiscal Year, and it was again presented in the 2020-2021 Proposed Budget at the June 22, 2020 meeting. The purpose of applying for this grant is to reduce the cost of this project for the City.

Discussion:

The WaterSMARTS grant provides 50/50 cost share funding to organizations with water delivery authority. Awardable projects conserve and use water more efficiently and contribute to water supply reliability in the western United States. Projects are selected through a competitive process and the focus is on projects that can be completed within two or three years. The City's water meter project is one that can be completed in one to two years and staff believes it qualifies as a project that will conserve water and help provide water customers with a more efficient water supply.

An official resolution adopted by the appropriate governing body is required to commit the City to the financial and legal obligations associated with the receipt of financial assistance with the grant. The application is due on September 17, 2020, and staff are working to complete the grant application in time for the deadline.

Fiscal Impact:

The overall project is approximately \$500,000. The City is required to match any funds received through the grant with a 50% match. If the grant is awarded the City would cover approximately \$250,000 from the Water Fund 240, and the remaining \$250,000 would be paid for by the grant.

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-52

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
APPROVING APPLICATION FOR THE WATER SMART GRANT**

WHEREAS, the Bureau of Reclamation manages, develops, and protects water and related resources in an environmentally and economically sound manner in the interest of the American public, and has been delegated the responsibility of leveraging Federal funding to support stakeholder efforts to stretch scarce water supplies and avoid conflicts over water through the WaterSMART program ("Program"), setting up necessary procedures governing application(s); and

WHEREAS, said procedures require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the Bureau of Reclamation; and

WHEREAS, the grantee's Governing Body authorizes the City Manager to accept the grant should it be awarded; and

WHEREAS, the grantee will enter into a contract with the Federal Government to complete project(s) subject to the Program should it be awarded;

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

1. Has the legal authority to enter into an agreement; and
2. Has reviewed and approved the filing of the project application for the WaterSMART grant project; and
3. Certifies that said grantee has or will have available, prior to commencement of project work utilizing the WaterSMART grant funding, sufficient funds to complete the project(s); and
4. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and
5. Certifies that the grantee will work with Reclamation to meet established deadlines for entering into a grant cooperative agreement; and
6. Delegates the authority to the City Manager or her designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
7. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED AND ADOPTED by the City Council of the City of Hughson at a regularly scheduled meeting on this 14th day of September, 2020, by the following roll call vote:

<
<
<

<

AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.8

SECTION 3: CONSENT CALENDAR

Meeting Date: September 14, 2020
Subject: Approve the Updated Purchase Agreement with Rescue Engineers, Inc., for the Purchase of the Proprietary Filtration System for the Well No. 7 Replacement Project Phase III
Presented By: Lea Simvoulakis, Community Development Director
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

Approve the updated Purchase Agreement with Rescue Engineers, Inc. for the purchase of the proprietary filtration system for the Well No. 7 Replacement Project Phase III.

Background:

At the June 22, 2020 City Council meeting Council approved the purchase agreement to purchase the proprietary filtration system for Phase III of the Well 7 Replacement project. Phase III involves the purchase of a water treatment system for the new replacement Well No. 9 and the re-drilled Well No. 5 site. Instead of putting this phase out to bid, the City Council agreed to sole source the proprietary filtration treatment system from Rescue Engineers at the City Council meeting on May 11, 2020.

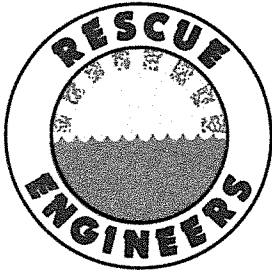
The presented cost of this phase was \$592,389 in the original agreement. However, staff forgot to add the cost of the liability insurance to the contractor. The cost of carrying the appropriate Professional Liability Insurance and General Commercial Liability Insurance adds an additional \$17,701 to the cost of Phase III. Additionally, the equipment provider noticed a \$4,000 error in his quote and asked the City to accept an increase in the base cost from \$528,750 to \$532,750. With these changes, the new project cost will be \$614,405.

Fiscal Impact:

The City received grant funding through the California Safe Drinking Water State Revolving Fund (SDWSRF) in the amount of \$8,327,753.

The City has spent a total of \$3,271,247 for Phase I and Phase II. The equipment and insurance cost for Phase III will cost \$614,405. There is typically a 10% project management contingency fee for each phase. However, the City's contract water engineer, Cort Abney, believes that this percentage will be much lower and stated we could assume a 5-7% Project Management contingency fee. With that assumption, Phase III will likely cost between \$645,125.25 and \$657,413.35. This leaves \$4,399,092.70 to \$4,411,380.80 left for Phase IV. It is anticipated that Phase IV will cost approximately \$5.2 million which is slightly over the anticipated project budget by \$788,619.20 to \$800,907.30. It is important to keep in mind that the City applied for this loan (now grant) about seven years ago. Since this time the cost of material and labor has changed. The State Water Board is aware of this and they have discussed amending our loan/grant amount accordingly. The State intended to help us fund this water project when they awarded the loan and they will continue to fund this project to its end. Whether the additional funding will come in the form of a loan or grant is unclear at this time.

The City of Hughson's Fiscal Year 2020-2021 Final Budget will be adjusted to account for the \$17,701 increase in costs for Phase III to match the Rescue Engineers contract amount.



RESCUE ENGINEERS, INC.

6205-G ENTERPRISE DRIVE • DIAMOND SPRINGS, CA 95619

(530) 621-2018 • Fax ~~(530) 621-0893~~

resqengr@sbcglobal.net

January 27, 2020

Updated March 12, 2020

Updated August 24, 2020

Updated September 1, 2020

To: City of Hughson

Subject: Wells 9 & 10 Filter System

Gentlemen:

Rescue Engineers offers to furnish the pressure filtration system described below and shown on our drawings.

- A. Two (2) 10 foot diameter single cell filters, each with a straight side shell of 30 feet. Vessels will be 75 psi ASME code constructed and finish painted on the interior with an epoxy system suitable for submerged potable service. Vessel exterior will be factory primed only for field finish painting by others. The empty shipping weight of each filter will be approximately 12 tons. Filters furnished with two seismically designed structural steel saddles. The required anchor bolts will be furnished, but not embedment calculations.

- B. One (1) contact tank, 10 feet in diameter with a straight side shell of 16 feet, in a vertical configuration. Contact tank ASME code constructed and painted the same as the filter vessels. The contact tank will provide a volume of over 11,000 gallons resulting in a reaction or detention time of just less than 4 minutes at the plant design flow rate of 3000 gpm. The empty shipping weight of the contact will be approximately 8 tons.

1. Under drain laterals, 164 total, 82 per filter. Laterals will be 2-inch T304 stainless steel caged type. Laterals thread into half couplings in the 14-inch under drain header.
2. Media. Furnished in four gradations, two support gravel layers surrounding the under drain laterals and dual media of silica sand and anthracite coal. The total volume of media to install will be around 1100 cubic feet per filter. Sand will be furnished in super sacks to expedite loading, all others furnished in one cubic foot bags. NOTE: the bottom of each filter will require approximately 11 cubic yards of concrete sub fill, which is not included.

D. Filter piping and valves. Piping furnished within the limits show on the drawings. Piping will be a combination of welded steel spools and flanged cast iron fittings, all of which will be fusion epoxy lined. Flange bolts and gaskets are included.

Valves furnished will be two (2) 14-inch butterfly, four (4) 12-inch butterfly and four (4) 8-inch butterfly valves. These will be Bray series 30 with Series 70 electric actuators. 14-inch are for the backwash outlet, 12-inch are for filter inlet and backwash inlet, the 8-inch are for filter to waste and filter outlet.

Manual butterfly valves furnished; two (2) 12-inch for contact tank isolation and five (5) 3-inch for vessel drain and pressure relief valve isolation. The 12-inch valves will be furnished with gear wheel operators. The 3-inch with levers.

Two (2) 12-inch angle pattern Cla-Val rate of flow control valves and two (2) 3-inch Cla-Val pressure relief valves.

Two (2) 14-inch and one (1) 12-inch expansion joints.

E. Miscellaneous. Five (5) air release valves (two per filter and one for the contact tank) with mounting hardware, pressure gauges and sample taps and two pipe supports.

- E. Miscellaneous. Five (5) air release valves (two per filter and one for the contact tank) with mounting hardware, pressure gauges and sample taps and two pipe supports.

Lump sum price\$532,750

Sales Tax @ 7.875%....\$41,954

Subtotal....\$574,704

Freight and startup.... \$22,000

Professional Liability Insurance.... \$10,558

General Commercial Liability Insurance..... \$7,143

Total..... \$614,405

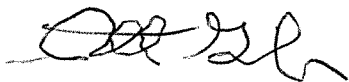
Terms...20% of the lump sum price with purchase order....\$106,550

Progress payments not to exceed 70% upon equipment delivery.

10% after successful startup.

Respectively submitted.

Robert Gilmore

A handwritten signature in black ink, appearing to read 'R. Gilmore', with a stylized flourish at the end.

Rescue Engineers



CITY COUNCIL AGENDA ITEM NO. 3.9

SECTION 3: CONSENT CALENDAR

Meeting Date: September 14, 2020
Subject: Approval of the Fiscal Year 2020-2021 Memorandum of Understanding with Opportunity Stanislaus
Enclosures: Memorandum of Understanding
Presented By: Merry Mayhew, City Manager
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

Authorize the City Manager to execute the Fiscal Year 2020-2021 Memorandum of Understanding with Opportunity Stanislaus.

Background:

On July 25, 2011, the Hughson City Council approved entering into a Memorandum of Understanding (MOU) with the Stanislaus County Economic Development and Workforce Alliance (Alliance) for assistance with economic development services. A focus of the new partnership at that time was the development of a business incubation center at the City building located at 7012 Pine Street.

On September 23, 2013, the Hughson City Council approved the expansion of the City's business assistance programs and with that action authorized an amendment to the Alliance MOU for increased support through the establishment of a Small Business Development Center (SBDC) at the Hughson Business Incubation Center.

In early 2014, the Stanislaus County Economic Development and Workforce Alliance was renamed the Stanislaus Business Alliance with a renewed focus and vision.

Over the last few years, the City of Hughson has seen an increase in involvement and accessibility of Alliance staff through their facilitation of Economic Development Practitioners Meetings with City and County staff, and their technical support of the City's business attraction and development purposes. Alliance staff has assisted with the administration of the business assistance program, the incubation center and other special projects as needed.

Opportunity Stanislaus

For over a decade, Stanislaus County and its incorporated cities have worked with the Stanislaus Business Alliance, formerly the Stanislaus County Economic Development and Workforce Alliance, on a regional approach to business attraction and development.

Business Services to the City of Hughson

On October 27, 2014, through a recommendation the Economic Development Committee, the City Council approved an increase to the allocation to the then Stanislaus Business Alliance from \$2,400 to \$5,000—which included a local Small Business Development Center (SBDC) component.

Since that time, the Alliance has continued to work more closely with City staff in numerous ways including direct participation at the meetings of the Economic Development Committee, providing technical assistance in gathering demographic information for the City's business attraction efforts and planning, and hosting monthly meetings with key County and City staff that focus on regional economic development strategies. The local SBDC has assisted in the development and evaluation of proposals for the City's business assistance programs. Additionally, the Hughson SBDC has also been instrumental in placing businesses in the Hughson Incubation Center—Bella Viva Orchard, Elite Medical Solutions, and MD Services Medical Credentialing and is currently working with another business that is pursuing placement in the Center. In recent years, Holtzclaw Compliance Services and Hughson Real Estate have exited the Center into permanent locations—one in the City limits of Hughson and the other just outside of Hughson. In October 2019, the City partnered with the Valley Sierra SBDC and the Hughson Chamber to provide a "Boost your Business-Best Kept Secrets to Yelp and Social Media Marketing" at the United Samaritan Foundation center on Third Street in Hughson. The event was well received, and 31 people attended the event. Valley Sierra SBDC is offering to partner with the City and the Chamber, on October 12, 2020, to hold a virtual workshop on "Pivoting Your Retail Business – Becoming creative, nimble and flexible".

Fiscal Impact:

The annual contribution of \$7,300 to Opportunity Stanislaus and Small Business Development Center was included in the City's Fiscal Year 2020-2021 Proposed Budget.



**MEMORANDUM OF UNDERSTANDING #3
BETWEEN
STANISLAUS BUSINESS ALLIANCE (OPPORTUNITY STANISLAUS) AND THE CITY OF
HUGHSON
FOR FISCAL YEARS 2020-2021
FOR ECONOMIC DEVELOPMENT
AND WORKFORCE STRATEGIES**

The Stanislaus Business Alliance, hereafter referred to as Opportunity Stanislaus (OS) and the City of Hughson, (CITY) will work together on the City's proactive economic development efforts to create and preserve jobs, strengthen the City's economic base and enhance the City of Hughson's revenue base.

This Memorandum of Understanding (MOU) is to facilitate (OS) and the City of Hughson's desire to effectively communicate strategies and information with local and regional partners that will maximize their contribution toward the achievement of Hughson's economic development goals. Further, this Memorandum of Understanding establishes the parameters for a successful partnership between OS and the City of Hughson and outlines the general responsibilities to be carried out by both parties.

This MOU is intended to establish the basic tenets of a collaborative and successful working relationship between the City of Hughson and OS to create more jobs for Hughson and the region but does not impose a legal obligation on either party. Together, the City of Hughson and OS will:

1. Work together to identify target sectors for joint initiatives including, but not limited to, biotechnology, agribusiness, manufacturing, clean energy, environmental sciences, and information and communication technologies;
2. Work together to identify opportunities for strategic partnerships and alliances between private sector companies in Hughson and the Stanislaus County Region;
3. Explore opportunities for joint trade promotion and joint promotional activities related to the tourism, cultural and sports sectors;
4. Examine options for co-operative activity to facilitate development of strategic partnerships/collaborations between the jurisdictions' respective inland ports, particularly

as they relate to value-added and complementary services supporting their respective business communities;

5. Examine options for co-operative activity in existing and emerging knowledge/innovation economy partnerships; and
6. Leverage collaborative efforts amongst members throughout Stanislaus County and the Region with a particular focus on trade and business development, knowledge/innovation, economy development, life sciences, biotechnology, and information technology development.

The City of Hughson and Opportunity Stanislaus recognize the benefits of ongoing, regular contact between their respective organizations to promote economic development and job creation and identify areas in which there are opportunities for joint co-operation.

The following are general actions and activities to be undertaken by Opportunity Stanislaus and by the City of Hughson in the implementation of the Countywide Economic Development Plan and Marketing Strategy first adopted on August 12, 2003 and the Alliance 2008-2013 Strategic Plan approved on November 19, 2007. Opportunity Stanislaus in conjunction with Stanislaus County and all of the cities are completing work on a 2020-2024 Strategic Plan. In addition, OS will support the City if it decides to apply for United States Economic Development Administration (EDA) funds for a project contained in the Countywide Economic Development Plan and Marketing Strategy (CEDS) plan.

Specifically, Opportunity Stanislaus:

1. Will conduct economic development activities to encourage the development of new business opportunities, the attraction of new businesses and the retention and expansion of existing business within the City of Hughson;
2. Will continue with the Local Industry Program for the base sector employers in Hughson and will include a representative of the City on those interactive visits.
3. Will provide the City of Hughson with on-going market and economic analyses through the Opportunity Stanislaus Business Resource Center on a variety of important business sector topics based on the City of Hughson's priorities and goals. Information will be used at the City's discretion (annual budget document, Comprehensive Economic Development Strategy, as well as other reports).
4. Will coordinate collaborative visits, recruitment trips and trade show participation for attracting target businesses, primarily from the Bay Area and Silicon Valley.
5. Will support and coordinate with the City of Hughson on workforce support efforts to help Hughson employers find the workforce resources they need from the county and state.
6. Will partner with Hughson on potential industry visits by continuing to involve the City of Hughson in prospect meetings as well as participating in Trade show exhibits.

7. Will support the City of Hughson in its applications for Economic Development Administration (EDA) grant funds as well as actively participate on the Economic Development Action Committee (EDAC) and assigned responsibilities and coordination of the update to the Comprehensive Economic Development Strategy (CEDS) and other economic planning documents such as the San Joaquin Valley Economic Development District plan and others.
8. Will facilitate, in a transparent manner, all potential development and prospect leads as well as provide an update or status on previous leads that were circulated and responded to by the City of Hughson.
9. Will focus on supporting and engaging small businesses from Hughson in its Valley Sierra Small Business Development Center by offering free technical consulting services to Hughson businesses.
10. Will assist the City to prepare a forty-acre site suitable for an industrial or business park.
11. Will assist the City in the promotion of the Hughson Business Assistance programs including consultation and advice for development of program parameters, implementation and advice.
12. Will assist the City in the further development of its entrepreneurial center/incubator including making referrals and qualifying prospective tenants based on approved criteria.
13. Alliance quarterly progress reports shall be submitted four times a year, as set forth below, and will describe activities in business attraction, business assistance/expansion and business advocacy efforts provided by the Opportunity Stanislaus Business Resource Center, the Business Services Unit and the Small Business Development Center. These Quarterly Reports will be submitted on or before the following due dates during each year as follows:
 - Quarter #1: March
 - Quarter #2: June
 - Quarter #3: September
 - Quarter #4: January

These reports will provide ongoing, updated information to the City of Hughson relative to the progress of the aforementioned Marketing Strategy as well as the adopted OS Program of Work for Year 2020-2021. These reports will include the current focus of the campaign as well as the number and type of responses received.

Specifically, the City of Hughson:

14. Will assist in providing the necessary staff support based on the availability of staff resources and the City of Hughson's specific priorities in response to stated business needs. Further, the City will respond and actively participate in programs with existing companies or new firms interested in relocation or expansion to the Hughson area.

15. Will facilitate ease of access and assistance to all businesses with regard to zoning and permitting in compliance with the City of Hughson's adopted land use regulations and building codes and consistent with Hughson's adopted growth and land use policies and objectives.
16. Will provide current data as it relates to changes in land use issues, infrastructure upgrades, zoning, fee structures or any other jurisdictional actions which assist in meeting the stated objectives of this MOU and that impact the ability of OS to respond to stated business issues and concerns.
17. Will interact with the OS Marketing Team subject to staffing, time and monetary constraints. Participation will be at a level deemed appropriate based on any restraints as defined.
18. Will encourage elected officials to actively support business park creation, job creation opportunities, job retention and new business development.

Either party may withdraw or terminate its participation in this MOU at any time or for no reason, by providing the other party with written notice of its intent to do so.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers' thereunto duly authorized. Further, this MOU is consistent with the original intent of the Countywide Economic Development Plan and Marketing Strategy and the responsibilities as outlined, meets with the approval of both parties to this Memorandum of Understanding. The agreed upon fee for services via this MOU, payable to Opportunity Stanislaus by the City of Hughson is \$5,000 and \$2,300 to the Valley Sierra Small Business Development Center.

Opportunity Stanislaus

City of Hughson

Signature: _____

Signature: _____

David White, Chief Executive Officer

Merry Mayhew, City Manager

Date _____

Date _____



CITY COUNCIL AGENDA ITEM NO. 3.10

SECTION 3: CONSENT CALENDAR

Meeting Date: September 14, 2020
Subject: Approval of the One-Year Extension to the Lease Agreement with Tenant, Stanislaus County, for Property Located at 2413 3rd Street in Hughson - APN 018-042-025
Presented By: Ashton Gose, Management Analyst
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

Authorize the Mayor to sign the lease agreement one-year extension, inclusive of any final edits by the City Attorney, with tenant, Stanislaus County, for property located at 2413 3rd Street in Hughson.

Background and Overview:

The City of Hughson signed a Development Agreement with the United Samaritan Foundation (USF) dated February 13, 1998 and recorded with Stanislaus County Recorder's Office as Document #98-032011-00 relating to the development, maintenance, and oversight of the buildings and grounds on Third Street between Elm Street and the alley to the north.

The City of Hughson acting on behalf of USF, has historically leased out portions of the buildings to various tenants, pursuant to the Development Agreement. Currently, Stanislaus County is the sole tenant and leases space at 2413 3rd Street for various social service programs including Temporary Assistance for Needy Families (TANF), Medi-Cal, and Food Stamp Programs.

A three-year lease agreement with Stanislaus County was approved by the City Council on May 23, 2016 for the period of November 1, 2016 to October 31, 2019. Per this lease agreement, Stanislaus County has the option to renew the agreement for two (2) one-year renewal periods under the same terms. On August 26, 2019, the City Council approved the first one-year renewal period which extended the lease agreement until October 31, 2020.

The proposed lease agreement looks to maintain the current presence by the Stanislaus County Community Services Agency in Hughson at the subject site for another year. The full lease agreement and proposed extension are attached for reference.

Fiscal Impact:

The monthly lease rate as proposed is \$1,198.50 or \$14,382 annual which helps offset costs for operation and maintenance of the building for use.



GENERAL SERVICES AGENCY

Raul L. Mendez

Assistant Executive Officer/GSA Director/Purchasing Agent

1010 10th Street, Suite 5400, Modesto, CA 95354

Phone: (209) 525-6319

Fax: (209) 525-7787

September 09, 2020

City of Hughson

P.O. Box 9

Hughson, CA 95326

Sent via Email: lindausf@sbcglobal.net

Re: City of Hughson, acting on behalf of
United Samaritans Foundation pursuant
To the Development Agreement dated
February 13, 1998 and recorded with
Stanislaus County Recorder's Office as
Document #98-0032011-00
Premises: 2413 3rd Street, Hughson, CA
Lease #30550

To Whom It May Concern:

Pursuant to paragraph 4 - Option to Renew, Tenant has the option to renew Lease Agreement for two (2) one-year renewal periods on the same terms. Tenant shall exercise these options in writing at least one (1) month prior to the termination of the existing lease period. Renewal rental rates will be at the monthly basic rate of \$1,198.50 (1,198.5 sq. ft. @ \$1.00/sq. ft.) payable on the first day of the month following the month for which the obligation accrues.

If you mutually agree, please accept this letter as the Lessee's written notice to exercise its option by signing and returning this notification to my attention on/or before September 15, 2020, and thereby extending the Lease to October 31, 2021.

Should you have any questions, please do not hesitate to give me a call at 209-525-4346 or quallsd@stancounty.com.

Sincerely,

Denelle Qualls

Denelle Qualls

Contract Administrator

AGREED TO THIS ____ DAY OF _____, 2020

Jeremy Young, Mayor
City of Hughson

cc: R. Souza – CSA
P-File 30550

LEASE AGREEMENT

LEASE SUMMARY:

Lease date: November 1, 2016

Landlord: City of Hughson, acting on behalf of
United Samaritans Foundation pursuant
to the Development Agreement dated
February 13, 1998 and recorded with
Stanislaus County Recorder's Office as
Document #98-0032011-00

Tenant: Stanislaus County

Address of Landlord:

City of Hughson
7018 Pine Street, PO Box 9
Hughson, CA 95326

Address of Tenant:

Attn: Stanislaus County Purchasing Agent
1010 Tenth Street, Suite 5400
Modesto, CA 95353

Premises Address: 2413 3rd Street, Hughson, CA

APN: 018-042-025

Premises Square Footage: 1,198.5 (approximately)

Term: Three (3) years commencing at 12:01 a.m. on 11/1/2016 to 11:59 p.m. on 10/31/2019

Monthly Basic Rent: \$1,198.50 (\$1.00 per sq. ft.)

Termination date: October 31, 2019

Permitted Use: StanWorks programs including but not limited to TANF, Medi-Cal and Food
Stamp Programs

AGREEMENT:

This Lease Agreement (the "Lease Agreement") is entered into in the City of Modesto, State of California, on November 1, 2016, between the **COUNTY OF STANISLAUS**, a political subdivision of the State of California, ("Tenant"), and **City of Hughson acting on behalf of United Samaritans Foundation pursuant to the Development Agreement dated February 13, 1998 and recorded with the Stanislaus County Recorder's Office as Document #98-0032011-00** ("Landlord"), in consideration of the premises, and the agreements, terms and conditions set forth, below.

1. **Premises:** Landlord leases to Tenant, and Tenant hires from Landlord, those certain premises in the County of Stanislaus, more particularly described as a portion of 2413 3rd Street, Hughson, California 95326 ("Premises").
2. **Payment:** Tenant agrees to pay to Landlord for the Premises above-described, during the term designated below, \$1,198.50 (1,198.5 sq ft @ \$1.00/sq. ft.) month for rent payable on the first day of the month following the month for which the obligation accrues.
3. **Term:** The term of this Lease Agreement shall be for a period of three (3) years beginning at 12:01 A.M. on November 1, 2016 and terminating at 11:59 P.M. on October 31, 2019.
4. **Option to Renew:** Tenant has the option to renew this Lease Agreement for two (2) one-year renewal periods on the same terms. Tenant shall exercise these options in writing at least one (1) month prior to the termination of the existing lease period. Renewal rental rates will be at the monthly basic rate.

5. Utilities:

- 5.1 Landlord shall pay for the furnishing of all water, garbage, electric and gas which may be used in or upon the premises during the term of this Lease or any extension or holdover period.
- 5.2 Tenant shall pay for the furnishing of telephone service which may be used in or upon the Premises during the term of this Lease Agreement, or any extension or holdover period, provided that Tenant has contracted directly with the utility companies.

6. Use of the Premises: Tenant may use the Premises for the purpose of StanWorks programs including but not limited to TANF, Medi-Cal and Food Stamp Programs. Tenant shall not use or permit the Premises to be used for any other purpose or purposes without first obtaining the written consent of Landlord, which consent shall not be withheld unreasonably.

7. Maintenance:

- 7.1. Landlord Representations: Landlord represents to Tenant that (i) the Premises, the Building and all Common Areas (including electrical, heating, ventilating and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including the Americans With Disabilities Act; and are in reasonable good working order and condition; (ii) the Building and Premises comply with all covenants, conditions, restrictions and underwriter's requirements; and (iii) the Premises, Building and Common Areas are free of the presence of any Hazardous Materials (as hereinafter defined) and (iv) Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation. Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect. ✓ ✓ ✓ ✓ ✓
- 7.2. Landlord Obligations: Landlord shall, at Landlord's own expense, keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed: (1) the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intrabuilding network cable and pest control service; (2) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building; (3) the Common Areas; (4) exterior windows of the Building; and (5) elevators serving the Building. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to: (1) the floor covering (if such floor covering is carpeting it shall be replaced as needed but not less often than after five (5) years of use); (2) interior partitions; (3) doors; (4) the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years and (5) signage.

- 7.2.1 Landlord to provide HVAC: Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal

Working Hours established by the Lease Agreement and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

7.2.2. Excluding normal wear and tear, and, excluding heating and cooling equipment, Tenant shall, at Tenant's sole expense, be responsible for the cost of repairing any area damaged by Tenant or Tenant's agents, employees, invitees and visitors and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by Tenant, which consent shall not be unreasonably withheld or delayed, (b) be at least equal in quality, value and utility to the original work or installation, (c) be in accordance with all laws.

7.3. Entry: Tenant shall permit Landlord, or an authorized agent of landlord, free access to the Premises at all reasonable times for the purpose of inspection or for making necessary improvements or repairs.

7.4. Tenant's Right to Repair: If Tenant provides written notice (or oral notice in the event of an emergency such as damage or destruction to or of any portion of the Building structure and/or the Building systems and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and Landlord fails to provide such action within a reasonable period of time, given the circumstances, after the giving of such notice, but in any event not later than five (5) days after the giving of such notice, then Tenant, at its sole option, may either proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities) or may surrender the Premises and shall not be liable for any further lease payments under this Lease Agreement. Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease Agreement to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action. If not reimbursed by Landlord within ten (10) days, Tenant shall be entitled to deduct from Basic Rent payable by Tenant under this Lease Agreement the amount set forth in its invoice for such work.

8. Asbestos Notification: In September, 1989, the Governor of California signed AB-1564, an Asbestos Notification law, codified in Section 25915 et seq. of the Health and Safety Code. Health and Safety Code Section 25915(a) states.

Notwithstanding any other provisions of the law, the owner of any building constructed prior to 1979, who knows that the building contains asbestos-containing construction materials, shall provide notice to all employees of that owner working within the building.

Should the Landlord know of any asbestos-containing material, Landlord will notify Tenant within ten (10) days.

If Tenant suspects or has reason to believe that the Premises contains asbestos-containing material, Landlord shall within ten (10) days of Tenant's request supply Tenant with an Asbestos Survey Report done by a qualified hazardous material specialist. If Landlord fails to have requested testing done, Tenant shall have the required testing done and all related cost shall be deducted from the lease payment. If test is positive and abatement is necessary, Landlord shall provide the Tenant an Asbestos Abatement Plan within thirty (30) days.

9. Building Ventilation: Premises shall comply with Title 8, Section 5142, California Code of Regulations, "Mechanically Driven Heating, Ventilating and Air Conditioning (HVAC) Systems" to provide minimum building ventilation. Provided, however, that Landlord may terminate this Lease Agreement should it decide that repair expenses, do not merit the continuance of this Lease Agreement. Tenant shall be given notice by Landlord of said decision and notice shall provide Tenant adequate time to make other arrangements.
10. CAL/OSHA Inspections: If the Premises is cited by CAL/OSHA, Landlord shall be required to abate said citations. Provided, however, that Landlord may terminate this Lease Agreement should it decide that abatement cost, do not merit the continuance of this Lease Agreement. Tenant shall be given notice by Landlord of said decision and notice shall provide Tenant adequate time to make other arrangements.
11. CASP Inspection: Pursuant to California Civil Code §1938, Landlord certifies that the Premises has undergone inspection by a Certified Access Specialist (CASP). While the property has not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code section 55.53, Landlord and Tenant shall have any necessary repairs as recommended by such CASp report completed within six (6) months of the Lease execution. A true and correct copy of the CASp report has been provided to the Tenant.

Landlord has read and understands specifically those terms contained in paragraph number 11 listed directly above.



Landlord's Initials

12. Confidentiality of Protected Health Information: ☒ **CHECK IF APPLICABLE**
For purposes of this section this Agreement, "protected health information" or "PHI" shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards") as promulgated by the Department of Health and Human Services ("HHS") pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), any applicable amendments pursuant to the Health Information Technology for Economic and Clinical Health (HITECH) Act, (Pub. L No. 111-5), and California law. Tenant agrees to reasonably safeguard PHI from any intentional or unintentional disclosure in violation of the Privacy Standards by implementing appropriate administrative, technical, and physical safeguards to protect the privacy of PHI. Tenant further agrees to implement appropriate administrative, technical and physical safeguards to limit incidental

disclosures of PHI, including disclosures to Landlord, its contractors, subcontractors and agents.

The parties agree that neither the Landlord, its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI of Tenant. In the event, however, PHI is disclosed by Tenant or its agents to Landlord, its contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain – and to require its contractors, subcontractors and agents to maintain – the privacy and confidentiality of such PHI. Landlord agrees to promptly notify Tenant upon learning of any disclosure of PHI to Landlord or Landlord's contractors, subcontractors and agents.

The parties agree that the foregoing does not create, and is not intended to create, a "business associate" relationship between the parties as that term is defined by the Privacy Standards.

Landlord has read and understands specifically those terms contained in paragraph number 12 listed directly above.



Landlord's Initials

13. Holding Over: In case Tenant holds over beyond the end of the term of this Lease Agreement, with the consent expressed or implied of Landlord, such tenancy shall be from month to month only, subject to the terms and conditions of this Lease Agreement, but shall not be deemed to be a renewal. The rent to be paid in a hold over situation shall be at the rate provided in the terms of this Lease Agreement.
14. Janitorial Services: Tenant shall furnish janitorial service as is necessary for the Premises.
15. Alterations: The parties agree not to make any alterations in or on the Premises without first securing the written consent of the other party and further agree to make such alterations only at such time that is agreeable to the other party.
16. Notices: Notices desired or required to be given by this Lease Agreement or by any law now in effect, or later enacted, may be given by enclosing the Notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, in United State mail. The envelope containing the Notice shall be addressed to Landlord as follows:

**City of Hughson
7018 Pine Street, PO Box 9
Hughson, CA 95326**

or other place as may be designated in writing by Landlord and the envelopes containing the Notices to the Tenant shall be addressed as follows:

**Stanislaus County Purchasing Agent
1010 10th Street Place Suite #5400
Modesto, CA 95354**

17. Loss: Landlord agrees that should the demised Premises be so badly damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them wholly unfit for Tenant's occupancy, then this Lease Agreement shall be terminated immediately upon

the happening of any such event whereupon Tenant shall surrender the Premises and shall not be liable for any further payments. In the event of any lesser damage by any such cause, Landlord shall restore the Premises to the condition it was in immediately prior to the event causing the damage, and the lease payment shall abate in proportion to the area not used by Tenant during the period of restoration. If Landlord should fail to pursue restoration work with reasonable diligence to completion, Tenant, at its sole option may surrender the Premises and shall not be liable for any further lease payments under this Lease Agreement.

18. Successors: Each and all of the terms and agreements contained in this Lease Agreement shall be binding upon and shall inure to the benefit of the successors in interest of Landlord, and wherever the context permits or requires, the successors in interest to Tenant.
19. Trade Fixtures: Tenant shall install such fixtures, equipment, and personal property as may be necessary and convenient for its operation. Such furniture, equipment, and personal property may be removed at any time during Tenant's tenancy or within a reasonable time thereafter, and shall not be considered part of the Premises. Removal of the same shall not damage or deface the Premises, and if the Premises shall be so damaged, Tenant shall repair such damage at its own expense.
20. Fire and Other Perils Insurance: The parties agree to be responsible for damage by the perils of fire, extended coverage, and vandalism to those items of real and personal property for which they hold title or for which they have assumed liability to others.
21. Waiver of Rights of Subrogation: Landlord and Tenant agree that in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look solely to its insurance for recovery. Landlord and Tenant grant to each other on behalf of any insurer providing insurance to either of them with respect to the Premises, a waiver of any right of subrogation which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.
22. Liability Insurance: Tenant agrees to hold Landlord harmless from loss occurring on the Premises and arising out of Tenant's occupancy of the Premises. Tenant assumes no liability for any loss caused by the sole negligence of Landlord.
23. Lack of Funding: If, during the term of this Lease Agreement, Tenant, Stanislaus County, in its sole discretion, determines that sufficient funds are not available to allow for continuation of this Lease Agreement or current County owned space becomes available, Tenant may terminate this Lease Agreement upon one hundred twenty (120) days written notice to Landlord without further obligation to Landlord.

Landlord has read and understands specifically those terms contained in paragraph 23 listed directly above.



Landlord's Initials

24. Surrender: Tenant shall surrender the Premises to Landlord at the expiration of this Lease Agreement in as good a condition as at the commencement of it, excepting reasonable wear and tear, damages and destruction by the elements, or other persons.
25. Subordination and Mortgages:
 - 25.1. Subordination and Non-Disturbance. Tenant agrees, at Landlord's option, to subordinate this Lease Agreement to the lien of any mortgages or deeds of trust now

or hereafter in force against the building; provided, however, Tenant's obligation to subordinate this Lease Agreement is expressly conditioned upon Tenant receiving a written agreement in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently with this Lease Agreement and provided further that no such subordination shall affect any option to extend the Term of this Lease Agreement, right of first offer to lease additional Premises, option to purchase or right of first offer to purchase the property which may be included in this Lease Agreement.

- 25.2 Existing Deeds of Trust. The beneficiary under any existing deed of trust affecting the building shall provide a written agreement to tenant in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently with this Lease Agreement within thirty (30) days after the execution of this Lease Agreement.
- 25.3 Request for Notice. Landlord acknowledges that Tenant intends to record a Request for Notice with respect to any mortgages or deeds of trust affecting the property in the form of Document II in the Supplemental Lease Documents delivered to Landlord concurrently with this Lease Agreement.
- 25.4 Notice of Default. If any mortgagee or beneficiary under a deed of trust affecting the property gives written notice of its name and address to Tenant by registered mail requesting any such notice with reference to this Section, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee a copy of any notice of default served upon Landlord which could permit Tenant to terminate this Lease Agreement and an additional ten (10) days within which to cure such default.
26. Estoppel Certificate: Tenant shall, within thirty (30) days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Document III in the Supplemental Lease Documents delivered to Landlord concurrently with this Lease Agreement (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or holder of any mortgage upon Landlord's interest in the Premises.
27. Entire Agreement: This Lease Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Lease Agreement shall be valid or binding.
28. Duplicate Counterparts: This Lease Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF Landlord has executed this Lease Agreement and Tenant, County of Stanislaus, by order of the Board of Supervisors, has caused this Lease Agreement to be executed on its behalf by the County Purchasing Agent on the day, month and year above written.

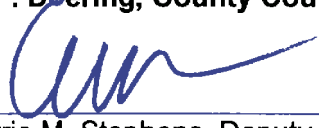
TENANT
COUNTY OF STANISLAUS
GSA Purchasing Division

By: 
Keith D. Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent

APPROVED AS TO CONTENT:
Stanislaus County
Community Services Agency

By: 
Kathryn M. Harwell, Director

APPROVED AS TO FORM
John P. Doering, County Counsel

By: 
Carrie M. Stephens, Deputy County Counsel

LANDLORD
CITY OF HUGHSON

By: 
Matt Beekman, Mayor

By: 
Daniel J. Schroeder, City Attorney

SUPPLEMENTAL LEASE DOCUMENTS

For

**STANISLAUS COUNTY
GENERAL SERVICES AGENCY – PURCHASING DIVISION
LEASE AND AGREEMENT**

DEPARTMENT: Community Services Agency as Tenant

**LANDLORD: City of Hughson on behalf of United Samaritans Foundation
pursuant to the Deevlopment Agreement dated February 13, 1998 and recorded
with the Stanislaus County Recorder's office as Document #98-0032011-00**

2413 3rd Street, Hughson , CA

Document I - Subordination, Nondisturbance and Attornment Agreement
(This is applicable only when a mortgage is on the property, at which time
form must be completed signed and notarized).

Document II – Request for Notice (This is applicable only when a
mortgage is on the property, at which time form must be completed signed
and notarized).

Document III – Tenant Estoppel Agreement

Document IV – Memorandum of Lease

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

Space above for Recorder's Use

Agreement

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination..

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Nondisturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not (a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease including Borrower; or (b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease; or (c) be bound by any prepayment by Tenant of more than one month's installment of rent; or (d) be obligated for any security deposit not actually delivered to Purchaser; or (e) be bound by any modification or amendment of or to the Lease unless the amendment or modification shall have been approved in writing by the Lender.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: _____

To Borrower: _____

To Tenant: Stanislaus County
Attn: Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

TENANT: STANISLAUS COUNTY,
a body politic and corporate

By: _____
Keith D. Boggs, Assistant Executive Officer
GSA Director/Purchasing Agent

BORROWER:

Name

LENDER: *[Insert name of Lender]*,

By: _____
Name: _____
Title: _____

DOCUMENT II

REQUEST FOR NOTICE

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Stanislaus County
Attn: Purchasing Agent
1010 10th Street
Modesto, California 95354

REQUEST FOR NOTICE

(UNDER SECTION 2924B CIVIL CODE)

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust described below:

Date of Recording of Deed of Trust

Instrument Number of Deed of Trust

Trustor

Trustee

Beneficiary

be mailed to Stanislaus County, Attn: Purchasing Agent, 1010 10th Street, Suite 5400, Modesto, California 95354.

LENDER:

By: _____

Name: _____

Title:

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

COUNTY OF _____ ss.

On this ____ day of _____, 20__, before me, _____
a Notary Public in and for the State of California, personally appeared _____
_____ personally known to me (or proved on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

My commission expires _____.

DOCUMENT III

TENANT ESTOPPEL CERTIFICATE

To: Stanislaus County
GSA Purchasing
1010 10th Street, Suite 5400
Modesto, CA 95354
Attn: Purchasing Agent

Re: Date of Certificate: December 19, 2016
Lease Dated: November 1, 2016
Current Landlord: City of Hughson, acting on behalf of
United Samaritans Foundation pursuant
to the Development Agreement dated
February 13, 1998 and recorded with
Stanislaus County Recorder's Office as
Document #98-0032011-0
Located at: 2413 3rd Street, Hughson, CA
Lease Commencement Date: November 1, 2016
Expiration Date: October 31, 2019
Current Rent: \$1,198.50 (\$1.00/sq. ft.)

Stanislaus County ("Tenant") hereby certifies that as of the date hereof:

1. Tenant is the present owner and holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2. (a) A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

(b) The current Rent is set forth above.

(c) The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

(d) Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

(e) Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3. (a) The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.

(c) The interest of Tenant in the Lease has not been assigned or encumbered. Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease except as set forth in the Lease. No rental payments have been made more than one month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full and all of Landlord's obligations with respect to tenant improvements have been fully performed.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

STANISLAUS COUNTY

By: _____

Keith D. Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent

DOCUMENT IV
MEMORANDUM OF LEASE

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Stanislaus County Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354

This document is recorded for the benefit of Stanislaus County and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between City of Hughson acting on behalf of United Samaritans Foundation pursuant to the Development Agreement dated February 13, 1998 and recorded with the Stanislaus County Recorder's Office as Document #98-0032011-00 (individually and collectively, the "Landlord"), and Stanislaus County, a public body corporate and politic duly organized and existing under the laws of the State of California (the "Tenant") who agree as follows:

Landlord and Tenant hereby enter a Lease (the "Lease") of certain property in the County of Stanislaus, State of California known as 2413 3rd Street, Hughson, CA, California and more fully described on Exhibit A attached hereto, for a term commencing on November 1, 2016 and ending on October 31, 2019, three (3) years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in a certain unrecorded Lease between Landlord and Tenant dated as of November 1, 2016.

Tenant has the option to extend the term of the Lease for an additional two (2) one-year terms, subject to the terms and conditions of the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: 12/12, 2016.

[SIGNATURES SET FORTH ON NEXT PAGE]


ALL SIGNATURES MUST BE ACKNOWLEDGED]

LANDLORD:
CITY OF HUGHSON



Matt Beekman, Mayor

TENANT:
STANISLAUS COUNTY

By: 

Keith D. Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent

All signatures must be acknowledged.

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

State of California }
 } SS.
County of Stanislaus }

On this 12 day of December, 2016, before me, S. Esenwein, Notary Public, personally appeared Matt Beekman who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

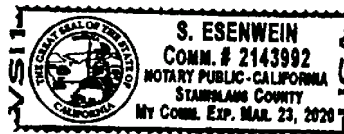
I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

S. Esenwein

Notary's Signature

My commission expires 3/23/20




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

State of California }
 } SS.
County of Stanislaus }

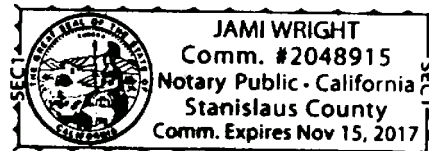
On this 19th day of December, 2016, before me, Jami Wright,
Notary Public, personally appeared KEITH D. BOGGS, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that ~~he~~^{his} executed the same in ~~her~~^{his} capacity and that by ~~her~~^{his} signature on the
instrument the person or entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.


Notary's Signature

My commission expires 11-15-2017





GENERAL SERVICES AGENCY

Keith D. Boggs
Director

1010 10th Street, Suite 5400, Modesto, CA 95354

Phone: (209) 525-6319
Fax: (209) 525-7787

January 10, 2017

TO: Raul Mendez, City Manager

FROM: Susan M. Garcia, Contract Administrator

SUBJECT: **City of Hughson**
2413 3rd Street, Hughson, CA
Lease Renewal # 30550

Attached is the fully executed lease agreement for your records. Please feel free to contact me with any questions you may have (567-4958).

Thank you!



CITY COUNCIL AGENDA ITEM NO. 3.11

SECTION 3: CONSENT CALENDAR

Meeting Date: September 14, 2020
Subject: Approval of the Fiscal Year 2019-2020 Year End Budget Adjustments
Enclosures: Exhibit A – General Fund Budget Report 6-30-2020
Exhibit B – Other Funds Budget Report 6-30-2020
Exhibit C – Pooled Cash Report 6-30-2020
Presented By: Lisa Whiteside, Finance Manager
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

Review and approve the Fiscal Year 2019-2020 Year-End Budget Adjustment.

Background and Overview:

The approval of the Year-end Budget Adjustments is an annually recurring staff report for the sole purpose of ensuring budgetary compliance for Fiscal Year 2019-2020, which ended on June 30, 2020.

This agenda item allows the City Council to review the operating budget and consider adjustments that will complete the budget cycle for Fiscal Year 2019-2020. The financial records for Fiscal Year 2019-2020 have been preliminarily closed and the audit is in progress. The attached reports reflect unaudited year-end results.

Discussion:

During the year prices change, services and programs are enhanced, clerical and procedural changes occur, corrections are made, and items are refined from the original budget.

City staff have reviewed all funds expenditures and revenues and there is one budget adjustment required in Fund 320 Gas Tax 2103 – in the amount of \$36,554, the fund balance will be used to offset the additional expenditure. This expense is attributed to the slurry seal completed on Euclid in the amount of \$36,554.

City staff balance accounts within funds and departments through budget appropriation transfers. The transfers offset the accounts and do not increase the

total budget. Savings in one expenditure line item can be transferred to a line item that is over. The General Fund, Public Facilities Development, and Sewer Fund all have expense savings that can be allocated to the accounts with overages.

Overview of FY2019-2020 General Fund

The three main sources of revenue in the General Fund include Property Tax, Sales Tax and Vehicle License Fee in Lieu Tax.

	Mid-Year Budget estimates	Actual year-end Revenue	Increase/decrease
Property Tax	\$304,000	\$336,254	\$32,254
Vehicle License Fee – In Lieu	\$688,240	\$687,660	\$-580
Sales Tax	\$993,000	\$881,459	\$-111,541

As you can see the Sales Tax Revenue is down by \$-111,541, from the amount that HdL anticipated in January 2020, and is due to mandated closures and decreased business from March – June 2020, during the pandemic. Other revenue sources in the General Fund exceeded projections leaving the total year-end General Fund revenue \$44,261 short of estimated revenue. City staff has done a great job being very conservative with department expenses and the General Fund expenses are lower than budgeted by \$221,403. Expenses include a substantial cash-out for an employee who left City employment.

The City of Hughson is a partner in the Central San Joaquin Valley Risk Management Association and one of the City insurance policies has a business interruption component. An insurance claim has been filed for \$26,804.46 in expenses due to business interruption, \$14,802.53 in unrecoverable fees for services and permits, and \$133,057.20 in lost tax revenue, for a total insurance claim of \$174,664.19. Because there is one policy for all of the agencies in the RMA, the City may not receive all of the funds requested in the claim; however, there is a possibility that a portion of the funds may be recovered depending on the total number of claims filed.

Overall, the General Fund ended FY2019-2020 with revenues exceeding expenditures by \$229,133 (Exhibit A) and there is no year-end General Fund budget adjustment required as there is adequate savings within the fund to absorb any individual account expenditure overage.

City staff reviewed the General Fund Reserve balance and determined that no additional transfer is needed to comply with the General Fund Reserve balance of 33% as approved by Resolution 08-82. As of June 30, 2020, the current General Fund Reserve balance is \$976,322.

Overview of Other Funds

The one necessary budget adjustment is Fund 320 Gas Tax 2103 - in the amount of \$36,554, the fund balance will be used to offset the additional expenditure. This

expense is attributed to the slurry seal completed on Euclid Avenue.

Overall, the City of Hughson ended the FY2019/2020 with \$11,697,413 in expenditures and \$13,950,875 in revenue. There are several outstanding reimbursements from the State Water Resource Control Board for the Well 7 Replacement Project that are still pending.

Fiscal Impact:

The one recommended budget adjustment for Fund 320 Gas Tax, in the amount of \$36,554, will be offset with fund balance. As of June 30, 2020, Fund 320 has a remaining fund balance of \$141,206.



Hughson

EXHIBIT A

Budget Comparison Report Account Summary

					Comparison 1	Comparison 1		
					Parent Budget	Budget	to Parent Budget	%
Account Number		2017-2018	2018-2019	2019-2020	2019-2020	2020-2021	Increase /	
Fund: 100 - GENERAL FUND		Total Activity	Total Activity	YTD Activity	MID YEAR	PRELIMINARY 20-	(Decrease)	
Revenue				Through Jun		21		
Department: 1025 - FINANCE								
100-1025-43010	BUSINESS LICENSES	24,350.00	26,979.00	27,173.00	26,000.00	21,368.00	-4,632.00	-17.82%
100-1025-43040	PERMIT-YARD SALE	450.00	490.00	250.00	500.00	250.00	-250.00	-50.00%
Total Department: 1025 - FINANCE:		24,800.00	27,469.00	27,423.00	26,500.00	21,618.00	-4,882.00	-18.42%
Department: 1040 - PLANNING/BUILDING								
100-1040-43020	PERMITS-BUILDING	78,977.50	28,619.32	98,824.49	75,342.00	118,500.00	43,158.00	57.28%
100-1040-43030	PERMITS-ENCROACHMENT	2,582.80	1,450.00	2,320.00	1,500.00	1,740.00	240.00	16.00%
100-1040-43050	PERMIT-OTHER	1,070.20	4,132.92	13,943.28	12,162.00	12,862.00	700.00	5.76%
100-1040-44030	FEES-PLAN CHECK	22,187.52	7,449.74	33,209.70	19,088.00	34,630.00	15,542.00	81.42%
100-1040-44310	VIOLATION-ADMINISTRATIVE	1,824.00	200.00	2,000.00	2,000.00	2,000.00	0.00	0.00%
100-1040-44320	VIOLATION-BUILDING CODE	1,278.25	25.00	0.00	30.00	0.00	-30.00	-100.00%
100-1040-44410	PLANNING REVENUE	222.00	914.00	10,626.00	10,249.00	10,626.00	377.00	3.68%
100-1040-46050	FEE-STANISLAUS COUNTY PFF AI	-1,511.44	0.00	0.00	0.00	0.00	0.00	0.00%
Total Department: 1040 - PLANNING/BUILDING:		106,630.83	42,790.98	160,923.47	120,371.00	180,358.00	59,987.00	49.84%
Department: 1045 - POLICE SERVICES								
100-1045-44010	FEES-BOOKING	384.66	192.34	123.56	231.00	124.00	-107.00	-46.32%
100-1045-44060	FEES-VEHICLE RELEASE	4,815.00	9,915.00	6,750.00	9,738.00	6,750.00	-2,988.00	-30.68%
100-1045-44080	FEE-FIREWORK BOOTH	0.00	255.00	560.00	340.00	305.00	-35.00	-10.29%
100-1045-44210	FINES-PARKING	3,194.20	2,702.08	4,983.51	2,700.00	4,315.00	1,615.00	59.81%
100-1045-44220	FINES-TRAFFIC	63,995.45	15,611.97	15,962.44	15,600.00	13,852.00	-1,748.00	-11.21%
100-1045-47050	PUBLIC SAFETY AUGMENTATION	8,664.87	9,585.61	9,336.96	9,585.00	9,300.00	-285.00	-2.97%
Total Department: 1045 - POLICE SERVICES:		81,054.18	38,262.00	37,716.47	38,194.00	34,646.00	-3,548.00	-9.29%
Department: 1065 - PARKS AND RECREATION								
100-1065-46020	RENTAL REVENUE	16,322.98	17,323.59	15,122.91	18,616.00	14,838.00	-3,778.00	-20.29%
100-1065-47520	GRANT-TIRE AMNESTY	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Department: 1065 - PARKS AND RECREATION:		21,322.98	17,323.59	15,122.91	18,616.00	14,838.00	-3,778.00	-20.29%
Department: 9999 - NON DEPARTMENTAL								
100-9999-40010	TAX-CURRENT PROPERTY	267,389.32	292,287.30	336,254.52	304,000.00	290,500.00	-13,500.00	-4.44%
100-9999-40030	TAX-OTHER PROPERTY	46,097.59	36,639.31	32,894.03	37,775.00	35,050.00	-2,725.00	-7.21%
100-9999-40040	TAX-PROPERTY TRANSFER	34,878.71	16,373.73	35,470.50	21,000.00	25,700.00	4,700.00	22.38%

Budget Comparison Report

						Comparison 1 Budget	Comparison 1 to Parent Budget	
								%
		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget 2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Account Number								
100-9999-40050	TAX-VLF IN LIEU	627,401.00	666,831.00	687,660.00	688,240.00	687,660.00	-580.00	-0.08%
100-9999-40060	TAX-SB813 SUPPLEMENTAL	6,690.89	5,985.58	5,011.38	6,000.00	3,830.00	-2,170.00	-36.17%
100-9999-40070	TAX-HOMEOWNERS PROPERTY I	3,052.92	4,145.29	3,715.90	4,150.00	1,465.00	-2,685.00	-64.70%
100-9999-40080	TAX-FHA IN LIEU	120.94	120.21	122.35	120.00	120.00	0.00	0.00%
100-9999-41010	TAX-SALES	948,939.49	1,021,316.63	881,459.93	993,000.00	873,046.00	-119,954.00	-12.08%
100-9999-42010	FRANCHISE-GAS UTILITY	17,450.92	29,095.98	14,206.83	30,000.00	28,400.00	-1,600.00	-5.33%
100-9999-42020	FRANCHISE-GARBAGE	49,183.26	50,267.22	56,940.91	56,500.00	56,500.00	0.00	0.00%
100-9999-42030	FRANCHISE-CABLE T.V.	34,694.27	25,813.71	34,763.87	26,000.00	26,000.00	0.00	0.00%
100-9999-42040	FRANCHISE - PHONE	0.00	7,278.94	2,495.61	7,300.00	4,000.00	-3,300.00	-45.21%
100-9999-44040	FEE-RETURNED CHECK	1,585.00	1,310.00	1,240.00	1,500.00	1,225.00	-275.00	-18.33%
100-9999-46010	SALE OF DOCUMENTS	134.35	160.60	140.50	150.00	140.00	-10.00	-6.67%
100-9999-46040	INTEREST EARNED	3,679.59	9,615.06	8,859.28	9,800.00	3,000.00	-6,800.00	-69.39%
100-9999-46080	PENALTIES	71,151.44	8,934.21	8,102.80	9,000.00	8,700.00	-300.00	-3.33%
100-9999-46090	REFUND	21,880.82	9,396.73	47,016.47	40,350.00	15,000.00	-25,350.00	-62.83%
100-9999-46110	SUNDRY REVENUES	634.70	115.44	1,500.20	1,270.00	1,270.00	0.00	0.00%
100-9999-46120	MISCELLANEOUS REVENUE	13,599.96	3,401.81	9,465.20	14,400.00	5,000.00	-9,400.00	-65.28%
100-9999-47510	GRANTS	5,000.00	5,000.00	80,311.72	80,312.00	80,312.00	0.00	0.00%
100-9999-49010	TRANSFER IN	169,328.00	170,877.00	196,561.00	195,092.00	195,092.00	0.00	0.00%
100-9999-49020	QUASI-EXTERNAL TRANSACTION	402,000.00	402,000.00	402,000.00	402,000.00	402,000.00	0.00	0.00%
Total Department: 9999 - NON DEPARTMENTAL:		2,724,893.17	2,766,965.75	2,846,193.00	2,927,959.00	2,744,010.00	-183,949.00	-6.28%
Total Revenue:		2,958,701.16	2,892,811.32	3,087,378.85	3,131,640.00	2,995,470.00	-136,170.00	-4.35%
Expense								
Department: 1005 - LEGISLATIVE								
100-1005-50010	SALARIES-REGULAR	15,600.00	15,600.00	15,350.00	15,600.00	15,600.00	0.00	0.00%
100-1005-51070	MEDICARE TAX	1,193.64	1,193.64	1,174.51	1,195.00	1,195.00	0.00	0.00%
100-1005-60010	OFFICE SUPPLIES	306.30	249.68	233.86	300.00	300.00	0.00	0.00%
100-1005-60020	DEPARTMENT SUPPLIES	256.25	324.67	551.47	551.47	600.00	48.53	8.80%
100-1005-60040	DUES AND PUBLICATIONS	4,284.00	5,125.98	5,111.00	5,111.00	5,150.00	39.00	0.76%
100-1005-60050	TRAINING AND MEETINGS	3,857.46	4,019.23	4,959.91	5,000.00	5,000.00	0.00	0.00%
100-1005-60070	PHONE AND INTERNET	545.51	377.89	383.34	537.53	650.00	112.47	20.92%
100-1005-61010	PROFESSIONAL SERVICES	7,644.84	7,300.00	7,348.54	7,500.00	7,500.00	0.00	0.00%
Total Department: 1005 - LEGISLATIVE:		33,688.00	34,191.09	35,112.63	35,795.00	35,995.00	200.00	0.56%
Department: 1010 - CITY MANAGER								
100-1010-50010	SALARIES-REGULAR	143,147.63	152,233.86	184,168.43	152,300.00	132,497.00	-19,803.00	-13.00%
100-1010-50190	TECHNOLOGY ALLOWANCE	1,200.00	1,200.00	1,250.00	1,250.00	1,200.00	-50.00	-4.00%
100-1010-50200	VEHICLE ALLOWANCE	6,000.00	6,000.00	6,210.00	6,210.00	6,000.00	-210.00	-3.38%
100-1010-51010	PUBLIC EMPLOYEES RETIREMEN'	16,420.32	17,550.60	20,046.05	20,076.00	9,688.00	-10,388.00	-51.74%
100-1010-51020	MEDICAL INSURANCE	15,148.80	20,414.16	21,239.40	21,239.40	11,282.00	-9,957.40	-46.88%

Budget Comparison Report

Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Comparison 1 Budget		Comparison 1 to Parent Budget	%
					Parent Budget 2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
100-1010-51030	UNEMPLOYMENT INSURANCE	434.00	544.74	434.00	434.00	434.00	0.00	0.00%
100-1010-51040	WORKERS' COMPENSATION	4,975.84	5,339.24	5,044.20	5,044.20	4,590.00	-454.20	-9.00%
100-1010-51050	LIFE INSURANCE	611.76	1,035.82	1,079.20	1,174.00	1,048.00	-126.00	-10.73%
100-1010-51060	DENTAL INSURANCE	2,219.28	2,219.28	2,219.28	2,609.50	800.00	-1,809.50	-69.34%
100-1010-51070	MEDICARE TAX	2,215.72	2,336.08	2,783.90	2,783.90	1,921.00	-862.90	-31.00%
100-1010-51080	DEFERRED COMPENSATION	2,813.04	2,869.44	2,869.44	3,046.00	2,506.00	-540.00	-17.73%
100-1010-60010	OFFICE SUPPLIES	523.79	249.67	232.62	300.00	300.00	0.00	0.00%
100-1010-60020	DEPARTMENT SUPPLIES	107.86	0.00	263.70	500.00	500.00	0.00	0.00%
100-1010-60030	POSTAGE	28.22	70.59	54.35	100.00	100.00	0.00	0.00%
100-1010-60040	DUES AND PUBLICATIONS	1,214.61	1,360.73	2,037.89	2,037.89	2,038.00	0.11	0.01%
100-1010-60050	TRAINING AND MEETINGS	2,133.59	2,217.70	2,108.07	2,500.00	2,096.00	-404.00	-16.16%
100-1010-60070	PHONE AND INTERNET	1,909.20	1,322.60	1,341.69	1,452.90	2,350.00	897.10	61.75%
100-1010-60090	RENTS AND LEASES	752.82	903.97	1,159.21	1,159.21	1,300.00	140.79	12.15%
100-1010-61010	PROFESSIONAL SERVICES	19,066.62	3,598.52	4,765.87	4,765.87	3,500.00	-1,265.87	-26.56%
100-1010-62040	FUEL	978.68	1,196.13	1,441.52	1,441.52	1,400.00	-41.52	-2.88%
100-1010-63020	EVENTS	9,183.30	5,312.12	4,450.51	4,692.61	6,000.00	1,307.39	27.86%
100-1010-63030	EMPLOYEE APPRECIATION	573.05	387.00	190.19	1,000.00	1,000.00	0.00	0.00%
100-1010-63040	FARMERS' MARKET	8,455.00	5,000.00	0.00	0.00	0.00	0.00	0.00%
100-1010-63050	CHAMBER OF COMMERCE	0.00	5,000.00	2,500.00	5,000.00	5,000.00	0.00	0.00%
Total Department: 1010 - CITY MANAGER:		240,113.13	238,362.25	267,889.52	241,117.00	197,550.00	-43,567.00	-18.07%
Department: 1015 - CITY TREASURER								
100-1015-50010	SALARIES-REGULAR	1,200.00	900.00	-589.32	1,200.00	1,200.00	0.00	0.00%
100-1015-51070	MEDICARE TAX	91.80	68.85	76.50	92.00	92.00	0.00	0.00%
100-1015-61010	PROFESSIONAL SERVICES	0.00	0.00	-21.00	0.00	0.00	0.00	0.00%
Total Department: 1015 - CITY TREASURER:		1,291.80	968.85	-533.82	1,292.00	1,292.00	0.00	0.00%
Department: 1020 - LEGAL SERVICES								
100-1020-61010	PROFESSIONAL SERVICES	103,061.38	78,282.31	122,880.75	90,000.00	90,000.00	0.00	0.00%
Total Department: 1020 - LEGAL SERVICES:		103,061.38	78,282.31	122,880.75	90,000.00	90,000.00	0.00	0.00%
Department: 1025 - FINANCE								
100-1025-50010	SALARIES-REGULAR	154,835.03	167,771.20	184,435.78	202,762.00	185,924.00	-16,838.00	-8.30%
100-1025-50030	OVERTIME	157.30	79.04	9.86	0.00	0.00	0.00	0.00%
100-1025-51010	PUBLIC EMPLOYEES RETIREMEN'	16,993.35	15,508.28	14,290.68	15,825.00	16,645.00	820.00	5.18%
100-1025-51020	MEDICAL INSURANCE	22,765.00	24,959.62	19,594.39	32,645.00	28,783.00	-3,862.00	-11.83%
100-1025-51030	UNEMPLOYMENT INSURANCE	-118.14	1,614.04	1,080.73	1,081.00	1,081.00	0.00	0.00%
100-1025-51040	WORKERS' COMPENSATION	1,881.57	2,208.36	1,896.27	2,871.00	1,530.00	-1,341.00	-46.71%
100-1025-51050	LIFE INSURANCE	600.00	1,819.61	1,590.12	2,088.00	1,876.00	-212.00	-10.15%
100-1025-51060	DENTAL INSURANCE	3,581.14	2,738.76	1,296.78	3,588.00	3,515.00	-73.00	-2.03%
100-1025-51070	MEDICARE TAX	2,248.76	2,401.41	2,676.83	2,940.00	2,696.00	-244.00	-8.30%

Budget Comparison Report

Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Comparison 1 Budget		Comparison 1 to Parent Budget	%
					Parent Budget 2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
100-1025-51080	DEFERRED COMPENSATION	835.54	714.43	1,147.22	1,296.00	1,296.00	0.00	0.00%
100-1025-60010	OFFICE SUPPLIES	584.36	553.23	1,022.53	1,022.53	1,000.00	-22.53	-2.20%
100-1025-60020	DEPARTMENT SUPPLIES	0.00	43.21	0.00	100.00	100.00	0.00	0.00%
100-1025-60030	POSTAGE	65.84	164.70	126.82	150.00	150.00	0.00	0.00%
100-1025-60040	DUES AND PUBLICATIONS	280.00	740.40	379.00	527.47	750.00	222.53	42.19%
100-1025-60050	TRAINING AND MEETINGS	1,874.91	1,560.71	425.07	959.63	1,200.00	240.37	25.05%
100-1025-60060	ADVERTISING	0.00	1,745.08	597.50	750.00	750.00	0.00	0.00%
100-1025-60070	PHONE AND INTERNET	818.24	566.80	574.97	590.11	750.00	159.89	27.09%
100-1025-60090	RENTS AND LEASES	888.15	1,014.15	1,140.37	1,140.37	1,150.00	9.63	0.84%
100-1025-61010	PROFESSIONAL SERVICES	45,976.82	24,949.96	23,159.89	23,159.89	23,000.00	-159.89	-0.69%
100-1025-61050	TEMPORARY EMPLOYEE SERVICE	0.00	3,118.25	4,028.54	4,028.54	0.00	-4,028.54	-100.00%
100-1025-61060	SOFTWARE MAINTENANCE AND	142.85	2,404.42	145.71	2,938.79	6,200.00	3,261.21	110.97%
100-1025-62040	FUEL	978.68	1,196.13	1,481.53	1,481.53	1,440.00	-41.53	-2.80%
100-1025-64020	MISCELLANEOUS BANK CHARGE	18,774.32	3,310.54	5,391.14	5,391.14	3,450.00	-1,941.14	-36.01%
Total Department: 1025 - FINANCE:		274,163.72	261,182.33	266,491.73	307,336.00	283,286.00	-24,050.00	-7.83%
Department: 1030 - HUMAN RESOURCES/RISK MANAGEMENT								
100-1030-60010	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
100-1030-60030	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
100-1030-60040	DUES AND PUBLICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Department: 1030 - HUMAN RESOURCES/RISK MANAGEM...		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 1035 - CITY CLERK								
100-1035-50010	SALARIES-REGULAR	40,381.88	22,406.14	28,650.81	32,685.00	32,685.00	0.00	0.00%
100-1035-51010	PUBLIC EMPLOYEES RETIREMEN'	4,474.49	1,532.81	2,001.03	2,283.00	2,527.00	244.00	10.69%
100-1035-51020	MEDICAL INSURANCE	8,086.26	3,482.06	4,434.82	10,049.27	4,433.00	-5,616.27	-55.89%
100-1035-51030	UNEMPLOYMENT INSURANCE	325.50	216.94	216.95	217.00	217.00	0.00	0.00%
100-1035-51040	WORKERS' COMPENSATION	527.49	327.68	561.73	561.73	765.00	203.27	36.19%
100-1035-51050	LIFE INSURANCE	0.00	298.49	284.10	329.00	309.00	-20.00	-6.08%
100-1035-51060	DENTAL INSURANCE	1,525.68	551.21	661.52	1,553.00	913.00	-640.00	-41.21%
100-1035-51070	MEDICARE TAX	585.87	324.67	419.63	474.00	474.00	0.00	0.00%
100-1035-51080	DEFERRED COMPENSATION	112.45	0.00	299.73	300.00	300.00	0.00	0.00%
100-1035-60010	OFFICE SUPPLIES	1,109.87	1,860.37	2,852.36	2,852.36	1,350.00	-1,502.36	-52.67%
100-1035-60020	DEPARTMENT SUPPLIES	371.79	478.03	50.97	50.97	100.00	49.03	96.19%
100-1035-60030	POSTAGE	75.24	188.22	144.94	200.00	200.00	0.00	0.00%
100-1035-60040	DUES AND PUBLICATIONS	71.00	0.00	0.00	0.00	0.00	0.00	0.00%
100-1035-60050	TRAINING AND MEETINGS	1,320.90	1,133.39	1,290.65	1,300.00	1,300.00	0.00	0.00%
100-1035-60060	ADVERTISING	3,788.11	2,620.14	106.92	3,096.67	3,500.00	403.33	13.02%
100-1035-60070	PHONE AND INTERNET	1,579.11	3,442.14	3,735.35	5,000.00	4,200.00	-800.00	-16.00%
100-1035-60090	RENTS AND LEASES	642.75	715.40	804.46	804.46	875.00	70.54	8.77%
100-1035-60100	INSURANCE AND SURETIES	186.00	186.00	186.00	200.00	200.00	0.00	0.00%

Budget Comparison Report

Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Comparison 1 Budget		Comparison 1 to Parent Budget	%
					Parent Budget 2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
100-1035-61010	PROFESSIONAL SERVICES	12,488.56	2,216.74	1,487.97	1,953.97	3,500.00	1,546.03	79.12%
100-1035-61040	IT SERVICES	4,143.95	11,788.14	12,441.57	12,441.57	15,050.00	2,608.43	20.97%
100-1035-61170	ELECTION	0.00	200.00	0.00	0.00	15,200.00	15,200.00	0.00%
Total Department: 1035 - CITY CLERK:		81,796.90	53,968.57	60,631.51	76,352.00	88,098.00	11,746.00	15.38%
Department: 1040 - PLANNING/BUILDING								
100-1040-50010	SALARIES-REGULAR	97,408.02	92,421.74	116,478.92	139,257.76	140,872.00	1,614.24	1.16%
100-1040-50030	OVERTIME	126.06	0.00	206.24	206.24	0.00	-206.24	-100.00%
100-1040-51010	PUBLIC EMPLOYEES RETIREMEN'	8,695.59	5,482.65	7,436.21	8,122.00	11,965.00	3,843.00	47.32%
100-1040-51020	MEDICAL INSURANCE	12,214.34	21,793.12	27,795.03	27,795.03	29,700.00	1,904.97	6.85%
100-1040-51030	UNEMPLOYMENT INSURANCE	1,282.00	1,424.50	1,211.78	1,211.78	1,085.00	-126.78	-10.46%
100-1040-51040	WORKERS' COMPENSATION	2,257.52	2,597.60	2,487.25	2,912.19	2,295.00	-617.19	-21.19%
100-1040-51050	LIFE INSURANCE	219.03	1,088.21	908.89	1,235.00	1,102.00	-133.00	-10.77%
100-1040-51060	DENTAL INSURANCE	2,250.89	2,496.76	3,144.09	4,658.00	4,080.00	-578.00	-12.41%
100-1040-51070	MEDICARE TAX	1,520.98	2,045.25	2,176.89	3,460.00	2,229.00	-1,231.00	-35.58%
100-1040-51080	DEFERRED COMPENSATION	107.58	50.01	0.00	600.00	600.00	0.00	0.00%
100-1040-60010	OFFICE SUPPLIES	995.77	776.80	1,212.65	1,212.65	1,170.00	-42.65	-3.52%
100-1040-60020	DEPARTMENT SUPPLIES	493.89	651.62	573.22	700.00	700.00	0.00	0.00%
100-1040-60030	POSTAGE	127.06	235.29	181.17	296.93	300.00	3.07	1.03%
100-1040-60040	DUES AND PUBLICATIONS	3,600.50	4,338.36	3,752.05	3,752.05	4,500.00	747.95	19.93%
100-1040-60050	TRAINING AND MEETINGS	2,746.38	206.35	75.00	1,000.00	1,000.00	0.00	0.00%
100-1040-60060	ADVERTISING	664.00	1,562.17	319.50	2,000.00	2,000.00	0.00	0.00%
100-1040-60070	PHONE AND INTERNET	818.24	566.80	574.97	1,000.00	1,000.00	0.00	0.00%
100-1040-60090	RENTS AND LEASES	624.09	858.20	1,038.37	1,038.37	1,000.00	-38.37	-3.70%
100-1040-61010	PROFESSIONAL SERVICES	77,422.23	71,917.20	85,802.11	89,500.00	88,500.00	-1,000.00	-1.12%
100-1040-61060	SOFTWARE MAINTENANCE AND	0.00	3,445.72	0.00	3,500.00	3,500.00	0.00	0.00%
Total Department: 1040 - PLANNING/BUILDING:		213,574.17	213,958.35	255,374.34	293,458.00	297,598.00	4,140.00	1.41%
Department: 1045 - POLICE SERVICES								
100-1045-51010	PUBLIC EMPLOYEES RETIREMEN'	39,753.00	72,162.00	71,416.00	73,960.00	74,560.00	600.00	0.81%
100-1045-61010	PROFESSIONAL SERVICES	1,122,858.64	1,223,668.65	1,064,710.71	1,223,647.06	1,150,000.00	-73,647.06	-6.02%
100-1045-62050	POLICE VEHICLE REIMBURSEME	52,800.46	59,424.35	49,288.94	49,288.94	65,502.00	16,213.06	32.89%
Total Department: 1045 - POLICE SERVICES:		1,215,412.10	1,355,255.00	1,185,415.65	1,346,896.00	1,290,062.00	-56,834.00	-4.22%
Department: 1050 - ANIMAL CONTROL								
100-1050-61010	PROFESSIONAL SERVICES	22,005.00	43,286.00	41,976.00	41,977.00	43,614.00	1,637.00	3.90%
100-1050-65020	DEBT SERVICE-ANIMAL CONTRO	4,761.00	4,761.00	4,760.00	4,761.00	4,761.00	0.00	0.00%
Total Department: 1050 - ANIMAL CONTROL:		26,766.00	48,047.00	46,736.00	46,738.00	48,375.00	1,637.00	3.50%
Department: 1055 - PUBLIC WORKS								
100-1055-50010	SALARIES-REGULAR	27,022.56	26,208.84	30,378.62	31,719.00	30,780.00	-939.00	-2.96%
100-1055-51010	PUBLIC EMPLOYEES RETIREMEN'	3,091.23	2,733.89	1,637.25	3,438.00	2,380.00	-1,058.00	-30.77%

Budget Comparison Report

Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Comparison 1 Budget		Comparison 1 to Parent Budget	%
					Parent Budget 2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
100-1055-51020	MEDICAL INSURANCE	4,745.67	5,706.09	5,129.02	5,338.08	6,930.00	1,591.92	29.82%
100-1055-51030	UNEMPLOYMENT INSURANCE	151.91	151.91	151.94	152.00	152.00	0.00	0.00%
100-1055-51040	WORKERS' COMPENSATION	2,687.98	3,076.24	2,725.85	2,725.85	2,295.00	-430.85	-15.81%
100-1055-51050	LIFE INSURANCE	134.32	274.77	175.78	314.00	241.00	-73.00	-23.25%
100-1055-51060	DENTAL INSURANCE	552.95	460.35	304.96	779.00	952.00	173.00	22.21%
100-1055-51070	MEDICARE TAX	387.53	376.75	369.34	460.00	446.00	-14.00	-3.04%
100-1055-51080	DEFERRED COMPENSATION	295.02	160.07	118.36	210.00	210.00	0.00	0.00%
100-1055-60010	OFFICE SUPPLIES	838.11	839.23	881.77	900.00	1,108.00	208.00	23.11%
100-1055-60020	DEPARTMENT SUPPLIES	4,174.14	4,673.12	3,924.33	3,924.33	4,500.00	575.67	14.67%
100-1055-60030	POSTAGE	83.02	224.15	181.14	300.00	208.00	-92.00	-30.67%
100-1055-60050	TRAINING AND MEETINGS	177.75	220.50	600.00	600.00	600.00	0.00	0.00%
100-1055-60070	PHONE AND INTERNET	3,566.78	2,456.25	2,491.63	3,000.00	3,000.00	0.00	0.00%
100-1055-60090	RENTS AND LEASES	1,573.12	0.00	0.00	0.00	0.00	0.00	0.00%
100-1055-60110	UNIFORM AND CLOTHING	1,084.08	1,262.46	1,162.03	1,250.00	1,300.00	50.00	4.00%
100-1055-61010	PROFESSIONAL SERVICES	224.20	1,371.91	1,115.41	1,300.00	1,135.00	-165.00	-12.69%
100-1055-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	171.00	0.00	250.00	250.00	0.00%
100-1055-62040	FUEL	756.35	785.33	644.07	800.00	800.00	0.00	0.00%
100-1055-63060	CLEANUP DAY	2,067.55	721.31	430.00	0.00	1,500.00	1,500.00	0.00%
100-1055-64070	AB939 GRANT WORK	9,873.62	0.00	10,889.74	10,889.74	5,000.00	-5,889.74	-54.09%
Total Department: 1055 - PUBLIC WORKS:		63,487.89	51,703.17	63,482.24	68,100.00	63,787.00	-4,313.00	-6.33%
Department: 1060 - BUILDINGS AND GROUNDS								
100-1060-50010	SALARIES-REGULAR	17,085.10	14,429.42	24,546.73	24,546.73	20,540.00	-4,006.73	-16.32%
100-1060-50030	OVERTIME	386.15	618.16	1,237.33	1,237.33	2,000.00	762.67	61.64%
100-1060-51010	PUBLIC EMPLOYEES RETIREMEN'	1,694.21	1,637.42	1,768.09	1,768.65	2,384.00	615.35	34.79%
100-1060-51020	MEDICAL INSURANCE	2,625.31	2,772.91	3,835.35	3,835.35	4,831.00	995.65	25.96%
100-1060-51030	UNEMPLOYMENT INSURANCE	109.10	114.95	146.33	152.00	300.00	148.00	97.37%
100-1060-51040	WORKERS' COMPENSATION	2,729.84	1,993.88	1,789.12	3,181.00	1,530.00	-1,651.00	-51.90%
100-1060-51050	LIFE INSURANCE	86.92	147.27	174.92	216.00	195.00	-21.00	-9.72%
100-1060-51060	DENTAL INSURANCE	310.57	199.60	278.52	422.00	568.00	146.00	34.60%
100-1060-51070	MEDICARE TAX	223.70	218.57	280.37	301.00	298.00	-3.00	-1.00%
100-1060-51080	DEFERRED COMPENSATION	82.79	90.13	95.67	120.00	120.00	0.00	0.00%
100-1060-60010	OFFICE SUPPLIES	362.96	51.22	44.19	200.00	55.00	-145.00	-72.50%
100-1060-60020	DEPARTMENT SUPPLIES	4,924.56	5,324.57	3,758.22	4,500.00	3,820.00	-680.00	-15.11%
100-1060-60040	DUES AND PUBLICATIONS	157.50	0.00	200.00	200.00	0.00	-200.00	-100.00%
100-1060-60070	PHONE AND INTERNET	2,279.62	2,375.31	2,467.44	2,500.00	2,850.00	350.00	14.00%
100-1060-60080	UTILITIES	13,262.67	13,856.66	14,372.48	14,372.48	15,000.00	627.52	4.37%
100-1060-60110	UNIFORM AND CLOTHING	1,084.08	1,225.56	1,115.64	1,200.00	1,300.00	100.00	8.33%
100-1060-60120	SMALL TOOLS	1,550.00	504.12	302.05	600.00	400.00	-200.00	-33.33%
100-1060-61010	PROFESSIONAL SERVICES	19,146.51	3,378.13	4,620.46	4,000.00	5,815.00	1,815.00	45.38%

Budget Comparison Report

Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
100-1060-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	1,021.44	1,912.46	2,000.00	87.54	4.58%
100-1060-61080	PEST CONTROL	0.00	0.00	0.00	100.00	0.00	-100.00	-100.00%
100-1060-62010	MAINTENANCE BUILDINGS AND	5,668.73	1,679.26	5,536.87	6,500.00	6,500.00	0.00	0.00%
100-1060-62030	MAINTENANCE OF EQUIPMENT	0.00	0.00	183.35	500.00	240.00	-260.00	-52.00%
100-1060-62040	FUEL	756.33	786.28	798.87	1,000.00	1,000.00	0.00	0.00%
100-1060-70020	BUILDING IMPROVEMENTS	0.00	0.00	0.00	500.00	500.00	0.00	0.00%
100-1060-70050	OTHER EQUIPMENT	0.00	2,965.68	2,000.00	2,000.00	1,600.00	-400.00	-20.00%
Total Department: 1060 - BUILDINGS AND GROUNDS:		74,526.65	54,369.10	70,573.44	75,865.00	73,846.00	-2,019.00	-2.66%
Department: 1065 - PARKS AND RECREATION								
100-1065-50010	SALARIES-REGULAR	26,263.97	21,011.50	36,848.11	36,848.11	31,735.00	-5,113.11	-13.88%
100-1065-50030	OVERTIME	498.08	817.49	1,685.53	1,685.53	3,000.00	1,314.47	77.99%
100-1065-51010	PUBLIC EMPLOYEES RETIREMEN	2,570.88	2,388.29	2,558.16	3,317.00	3,441.00	124.00	3.74%
100-1065-51020	MEDICAL INSURANCE	4,151.17	4,283.98	6,272.80	6,272.80	8,246.00	1,973.20	31.46%
100-1065-51030	UNEMPLOYMENT INSURANCE	274.20	164.78	227.60	239.00	239.00	0.00	0.00%
100-1065-51040	WORKERS' COMPENSATION	4,470.72	2,895.52	2,635.07	4,304.20	2,295.00	-2,009.20	-46.68%
100-1065-51050	LIFE INSURANCE	127.68	210.52	264.54	343.00	301.00	-42.00	-12.24%
100-1065-51060	DENTAL INSURANCE	477.13	309.43	467.15	683.00	816.00	133.00	19.47%
100-1065-51070	MEDICARE TAX	347.08	316.61	432.17	471.00	460.00	-11.00	-2.34%
100-1065-51080	DEFERRED COMPENSATION	169.51	134.86	145.79	195.00	195.00	0.00	0.00%
100-1065-60010	OFFICE SUPPLIES	90.79	74.40	66.29	100.00	100.00	0.00	0.00%
100-1065-60020	DEPARTMENT SUPPLIES	5,494.43	6,190.05	4,598.53	5,000.00	5,000.00	0.00	0.00%
100-1065-60030	POSTAGE	18.82	47.05	36.23	100.00	100.00	0.00	0.00%
100-1065-60050	TRAINING AND MEETINGS	222.81	0.00	0.00	0.00	0.00	0.00	0.00%
100-1065-60060	ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
100-1065-60070	PHONE AND INTERNET	2,045.59	1,417.08	1,437.48	1,500.00	1,600.00	100.00	6.67%
100-1065-60080	UTILITIES	11,983.45	42,823.85	31,288.31	42,000.00	39,000.00	-3,000.00	-7.14%
100-1065-60090	RENTS AND LEASES	1,792.42	1,873.90	2,248.18	2,500.00	2,500.00	0.00	0.00%
100-1065-60110	UNIFORM AND CLOTHING	406.53	522.21	464.85	500.00	500.00	0.00	0.00%
100-1065-60120	SMALL TOOLS	806.87	296.21	350.00	350.00	350.00	0.00	0.00%
100-1065-61010	PROFESSIONAL SERVICES	16,734.27	2,392.30	2,476.75	3,000.00	3,000.00	0.00	0.00%
100-1065-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	1,447.80	4,133.36	3,000.00	-1,133.36	-27.42%
100-1065-62010	MAINTENANCE BUILDINGS AND	7,228.84	3,366.53	2,836.82	3,000.00	3,800.00	800.00	26.67%
100-1065-62030	MAINTENANCE OF EQUIPMENT	471.61	286.05	683.35	1,000.00	1,000.00	0.00	0.00%
100-1065-70050	OTHER EQUIPMENT	0.00	2,965.68	2,000.00	2,000.00	0.00	-2,000.00	-100.00%
Total Department: 1065 - PARKS AND RECREATION:		86,646.85	94,788.29	101,471.51	119,542.00	110,678.00	-8,864.00	-7.41%
Department: 1070 - STREET MAINTENANCE								
100-1070-50010	SALARIES-REGULAR	53,584.50	55,431.99	49,869.87	49,869.87	51,172.00	1,302.13	2.61%
100-1070-50030	OVERTIME	1,128.05	2,122.19	3,502.63	3,502.63	4,000.00	497.37	14.20%
100-1070-51010	PUBLIC EMPLOYEES RETIREMEN	4,174.38	4,301.81	2,941.81	5,183.00	5,000.00	-183.00	-3.53%

Budget Comparison Report

						Comparison 1 Budget	Comparison 1 to Parent Budget	
				Parent Budget				%
Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
100-1070-51020	MEDICAL INSURANCE	7,507.52	14,029.58	12,446.30	12,446.30	17,626.00	5,179.70	41.62%
100-1070-51030	UNEMPLOYMENT INSURANCE	605.47	524.02	407.25	407.25	391.00	-16.25	-3.99%
100-1070-51040	WORKERS' COMPENSATION	8,477.35	8,408.52	8,166.85	8,467.75	7,650.00	-817.75	-9.66%
100-1070-51050	LIFE INSURANCE	125.74	666.17	411.57	568.00	473.00	-95.00	-16.73%
100-1070-51060	DENTAL INSURANCE	891.65	1,541.62	1,102.19	1,164.00	2,450.00	1,286.00	110.48%
100-1070-51070	MEDICARE TAX	762.08	834.33	721.17	789.00	742.00	-47.00	-5.96%
100-1070-51080	DEFERRED COMPENSATION	231.35	270.07	209.40	330.00	330.00	0.00	0.00%
100-1070-60010	OFFICE SUPPLIES	70.26	0.00	0.00	300.00	300.00	0.00	0.00%
100-1070-60020	DEPARTMENT SUPPLIES	9,434.38	2,537.29	3,359.20	4,000.00	3,750.00	-250.00	-6.25%
100-1070-60030	POSTAGE	11.04	11.12	0.00	0.00	0.00	0.00	0.00%
100-1070-60040	DUES AND PUBLICATIONS	0.00	0.00	287.00	287.00	385.00	98.00	34.15%
100-1070-60070	PHONE AND INTERNET	933.52	0.00	0.00	0.00	2,500.00	2,500.00	0.00%
100-1070-60110	UNIFORM AND CLOTHING	2,303.73	2,269.32	1,394.43	1,413.00	1,650.00	237.00	16.77%
100-1070-60120	SMALL TOOLS	200.00	0.00	430.44	500.00	500.00	0.00	0.00%
100-1070-61010	PROFESSIONAL SERVICES	39,318.07	22,888.43	17,941.00	1,627.00	300.00	-1,327.00	-81.56%
100-1070-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	171.00	171.00	250.00	79.00	46.20%
100-1070-62010	MAINTENANCE BUILDINGS AND	0.00	0.00	957.31	1,000.00	1,000.00	0.00	0.00%
100-1070-62020	MAINTENANCE VEHICLES	2,323.46	1,272.98	0.00	0.00	0.00	0.00	0.00%
100-1070-62030	MAINTENANCE OF EQUIPMENT	223.00	0.00	157.28	327.73	1,000.00	672.27	205.13%
100-1070-62040	FUEL	5,060.65	6,242.16	826.79	826.79	800.00	-26.79	-3.24%
100-1070-70040	VEHICLES	0.00	0.00	366.66	1,391.03	520.00	-871.03	-62.62%
100-1070-70050	OTHER EQUIPMENT	0.00	0.00	2,972.65	2,972.65	0.00	-2,972.65	-100.00%
Total Department: 1070 - STREET MAINTENANCE:		137,366.20	123,351.60	108,642.80	97,544.00	102,789.00	5,245.00	5.38%
Department: 1075 - FLEET MAINTENANCE								
100-1075-60010	OFFICE SUPPLIES	79.63	0.00	0.00	0.00	0.00	0.00	0.00%
100-1075-60020	DEPARTMENT SUPPLIES	138.06	5.71	216.25	1,000.00	0.00	-1,000.00	-100.00%
100-1075-60070	PHONE AND INTERNET	3,324.04	2,550.78	2,587.44	3,000.00	3,100.00	100.00	3.33%
100-1075-60120	SMALL TOOLS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
100-1075-61010	PROFESSIONAL SERVICES	1,181.81	868.99	854.86	1,432.53	750.00	-682.53	-47.65%
100-1075-62020	MAINTENANCE VEHICLES	6,895.74	8,605.05	8,773.96	9,500.00	9,500.00	0.00	0.00%
100-1075-62030	MAINTENANCE OF EQUIPMENT	56.51	177.64	1,000.00	1,000.00	1,300.00	300.00	30.00%
100-1075-62040	FUEL	807.61	1,140.02	281.19	1,500.00	1,500.00	0.00	0.00%
100-1075-70040	VEHICLES	0.00	0.00	78,139.47	78,139.47	78,072.00	-67.47	-0.09%
Total Department: 1075 - FLEET MAINTENANCE:		12,483.40	13,348.19	91,853.17	95,572.00	94,222.00	-1,350.00	-1.41%
Department: 9999 - NON DEPARTMENTAL								
100-9999-51010	PUBLIC EMPLOYEES RETIREMEN	72,174.56	85,319.27	99,931.22	101,748.49	109,091.00	7,342.51	7.22%
100-9999-60100	INSURANCE AND SURETIES	19,457.96	18,709.00	21,516.00	21,516.00	27,000.00	5,484.00	25.49%
100-9999-61010	PROFESSIONAL SERVICES	0.00	0.00	3,600.00	3,600.00	3,600.00	0.00	0.00%
100-9999-64050	BAD DEBT	58,811.30	0.00	0.00	0.00	0.00	0.00	0.00%

Budget Comparison Report

Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
100-9999-64060	TAX ADMINISTRATION	4,585.38	4,646.94	17,695.51	17,695.51	4,850.00	-12,845.51	-72.59%
100-9999-66000	TRANSFER OUT	110,160.00	10,768.82	34,481.68	34,482.00	0.00	-34,482.00	-100.00%
100-9999-66010	IT REPLACEMENT	0.00	2,500.00	5,000.00	5,000.00	5,000.00	0.00	0.00%
Total Department: 9999 - NON DEPARTMENTAL:		265,189.20	121,944.03	182,224.41	184,042.00	149,541.00	-34,501.00	-18.75%
Total Expense:		2,829,567.39	2,743,720.13	2,858,245.88	3,079,649.00	2,927,119.00	-152,530.00	-4.95%
Total Fund: 100 - GENERAL FUND:		129,133.77	149,091.19	229,132.97	51,991.00	68,351.00	16,360.00	31.47%
Report Total:		129,133.77	149,091.19	229,132.97	51,991.00	68,351.00	16,360.00	31.47%

Budget Comparison Report

Group Summary

Departmen...	2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
				2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Fund: 100 - GENERAL FUND							
Revenue							
1025 - FINANCE	24,800.00	27,469.00	27,423.00	26,500.00	21,618.00	-4,882.00	-18.42%
1040 - PLANNING/BUILDING	106,630.83	42,790.98	160,923.47	120,371.00	180,358.00	59,987.00	49.84%
1045 - POLICE SERVICES	81,054.18	38,262.00	37,716.47	38,194.00	34,646.00	-3,548.00	-9.29%
1065 - PARKS AND RECREATION	21,322.98	17,323.59	15,122.91	18,616.00	14,838.00	-3,778.00	-20.29%
9999 - NON DEPARTMENTAL	2,724,893.17	2,766,965.75	2,846,193.00	2,927,959.00	2,744,010.00	-183,949.00	-6.28%
Total Revenue:	2,958,701.16	2,892,811.32	3,087,378.85	3,131,640.00	2,995,470.00	-136,170.00	-4.35%
Expense							
1005 - LEGISLATIVE	33,688.00	34,191.09	35,112.63	35,795.00	35,995.00	200.00	0.56%
1010 - CITY MANAGER	240,113.13	238,362.25	267,889.52	241,117.00	197,550.00	-43,567.00	-18.07%
1015 - CITY TREASURER	1,291.80	968.85	-533.82	1,292.00	1,292.00	0.00	0.00%
1020 - LEGAL SERVICES	103,061.38	78,282.31	122,880.75	90,000.00	90,000.00	0.00	0.00%
1025 - FINANCE	274,163.72	261,182.33	266,491.73	307,336.00	283,286.00	-24,050.00	-7.83%
1030 - HUMAN RESOURCES/RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1035 - CITY CLERK	81,796.90	53,968.57	60,631.51	76,352.00	88,098.00	11,746.00	15.38%
1040 - PLANNING/BUILDING	213,574.17	213,958.35	255,374.34	293,458.00	297,598.00	4,140.00	1.41%
1045 - POLICE SERVICES	1,215,412.10	1,355,255.00	1,185,415.65	1,346,896.00	1,290,062.00	-56,834.00	-4.22%
1050 - ANIMAL CONTROL	26,766.00	48,047.00	46,736.00	46,738.00	48,375.00	1,637.00	3.50%
1055 - PUBLIC WORKS	63,487.89	51,703.17	63,482.24	68,100.00	63,787.00	-4,313.00	-6.33%
1060 - BUILDINGS AND GROUNDS	74,526.65	54,369.10	70,573.44	75,865.00	73,846.00	-2,019.00	-2.66%
1065 - PARKS AND RECREATION	86,646.85	94,788.29	101,471.51	119,542.00	110,678.00	-8,864.00	-7.41%
1070 - STREET MAINTENANCE	137,366.20	123,351.60	108,642.80	97,544.00	102,789.00	5,245.00	5.38%
1075 - FLEET MAINTENANCE	12,483.40	13,348.19	91,853.17	95,572.00	94,222.00	-1,350.00	-1.41%
9999 - NON DEPARTMENTAL	265,189.20	121,944.03	182,224.41	184,042.00	149,541.00	-34,501.00	-18.75%
Total Expense:	2,829,567.39	2,743,720.13	2,858,245.88	3,079,649.00	2,927,119.00	-152,530.00	-4.95%
Total Fund: 100 - GENERAL FUND:	129,133.77	149,091.19	229,132.97	51,991.00	68,351.00	16,360.00	31.47%
Report Total:	129,133.77	149,091.19	229,132.97	51,991.00	68,351.00	16,360.00	31.47%

Fund	2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
				2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
100 - GENERAL FUND	129,133.77	149,091.19	229,132.97	51,991.00	68,351.00	16,360.00	31.47%
Report Total:	129,133.77	149,091.19	229,132.97	51,991.00	68,351.00	16,360.00	31.47%



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EXHIBIT B - OTHER FUNDS

Budget Comparison Report Account Summary

Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Fund: 210 - SEWER								
Revenue								
Department: 2110 - SEWER OPERATIONS								
210-2110-45500	SEWER SERVICE REVENUE	279,027.14	3,134,199.89	2,854,258.18	2,754,122.00	2,904,002.00	149,880.00	5.44%
210-2110-45502	SEWER REVENUE-SINGLE FAMIL'	2,016,407.29	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45504	SEWER REVENUE-DUPLEX	31,319.13	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45506	SEWER REVENUE-TRIPLEX	4,271.70	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45508	SEWER REVENUE-HOUSING AUT	39,889.19	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45510	SEWER REVENUE-APARTMENTS	240,438.77	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45512	SEWER REVENUE-MOBILE HOME	48,932.40	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45514	SEWER REVENUE-PERSONAL HE/	4,502.19	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45516	SEWER REVENUE-PHARMACY AP	2,088.46	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45518	SEWER REVENUE-INSTITUTIONA	8,414.74	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45520	SEWER REVENUE-PROFESSIONAI	17,365.77	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45522	SEWER REVENUE-RETAIL	15,682.54	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45524	SEWER REVENUE-COMMERCIAL,	786,868.39	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45526	SEWER REVENUE-BARS	10,292.26	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45528	SEWER REVENUE-RESTAURANT	7,412.90	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45530	SEWER REVENUE-DRIVE IN/FAST	4,397.14	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45532	SEWER REVENUE-CONVENIENCE	2,088.46	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45534	SEWER REVENUE-MAJOR FOOD	10,387.52	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45536	SEWER REVENUE-COMMERCIAL	4,856.61	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45538	SEWER REVENUE-GAS STATION	1,423.95	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45540	SEWER REVENUE-AUTO SERVICE	2,088.46	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45542	SEWER REVENUE-CHURCHES	13,365.00	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45544	SEWER REVENUE-SCHOOLS	61,750.59	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-45546	SEWER REVENUE-DAYCARE	1,044.23	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-46040	INTEREST EARNED	4,852.01	13,377.33	13,004.92	10,000.00	4,340.00	-5,660.00	-56.60%
210-2110-46080	PENALTIES	2,798.62	38,440.24	34,193.56	35,000.00	31,500.00	-3,500.00	-10.00%
210-2110-46120	MISCELLANEOUS REVENUE	10,695.86	2,257.00	2,551.60	2,700.00	2,550.00	-150.00	-5.56%
Total Department: 2110 - SEWER OPERATIONS:		3,632,661.32	3,188,274.46	2,904,008.26	2,801,822.00	2,942,392.00	140,570.00	5.02%
Total Revenue:		3,632,661.32	3,188,274.46	2,904,008.26	2,801,822.00	2,942,392.00	140,570.00	5.02%

Budget Comparison Report

Account Number Expense		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Department: 2110 - SEWER OPERATIONS								
210-2110-50010	SALARIES-REGULAR	163,156.57	186,863.61	175,850.81	180,422.00	210,026.00	29,604.00	16.41%
210-2110-50030	OVERTIME	1,984.22	5,220.93	5,238.69	8,500.00	0.00	-8,500.00	-100.00%
210-2110-51010	PUBLIC EMPLOYEES RETIREMEN'	105,063.26	80,481.66	45,378.93	46,017.00	51,621.00	5,604.00	12.18%
210-2110-51020	MEDICAL INSURANCE	27,691.86	45,421.09	39,021.06	39,308.00	53,915.00	14,607.00	37.16%
210-2110-51030	UNEMPLOYMENT INSURANCE	281.38	1,718.23	1,237.99	1,332.00	1,332.00	0.00	0.00%
210-2110-51040	WORKERS' COMPENSATION	15,284.53	20,151.40	19,986.58	20,876.00	19,125.00	-1,751.00	-8.39%
210-2110-51050	LIFE INSURANCE	654.68	2,158.62	1,460.33	2,095.00	1,854.00	-241.00	-11.50%
210-2110-51060	DENTAL INSURANCE	3,849.04	4,759.10	3,405.26	6,277.00	7,343.00	1,066.00	16.98%
210-2110-51070	MEDICARE TAX	2,301.59	2,772.71	2,490.57	2,892.00	3,045.00	153.00	5.29%
210-2110-51080	DEFERRED COMPENSATION	709.83	943.71	813.29	1,248.00	1,248.00	0.00	0.00%
210-2110-51090	COMPENSATED ABSENCES	21,029.87	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-60010	OFFICE SUPPLIES	499.30	959.20	1,195.61	1,500.00	1,500.00	0.00	0.00%
210-2110-60020	DEPARTMENT SUPPLIES	1,168.52	654.40	107.11	1,000.00	1,000.00	0.00	0.00%
210-2110-60030	POSTAGE	10,188.25	12,940.19	12,568.98	13,500.00	14,900.00	1,400.00	10.37%
210-2110-60040	DUES AND PUBLICATIONS	3,584.13	247.00	1,000.00	1,000.00	1,000.00	0.00	0.00%
210-2110-60050	TRAINING AND MEETINGS	756.75	30.44	295.00	590.20	1,000.00	409.80	69.43%
210-2110-60060	ADVERTISING	0.00	132.66	0.00	0.00	0.00	0.00	0.00%
210-2110-60070	PHONE AND INTERNET	3,668.75	3,119.18	3,547.59	3,547.59	4,200.00	652.41	18.39%
210-2110-60090	RENTS AND LEASES	1,950.29	1,981.47	2,262.21	2,262.21	2,500.00	237.79	10.51%
210-2110-60100	INSURANCE AND SURETIES	18,883.75	23,384.00	26,895.00	26,895.00	33,750.00	6,855.00	25.49%
210-2110-60110	UNIFORM AND CLOTHING	3,252.31	2,045.10	2,323.98	2,500.00	2,700.00	200.00	8.00%
210-2110-60120	SMALL TOOLS	200.00	0.00	155.49	500.00	225.00	-275.00	-55.00%
210-2110-61005	PERMIT	0.00	0.00	9,157.75	10,000.00	10,000.00	0.00	0.00%
210-2110-61010	PROFESSIONAL SERVICES	42,099.09	44,139.03	68,227.54	72,286.00	73,500.00	1,214.00	1.68%
210-2110-61020	ADMINISTRATIVE SERVICES	238,000.00	238,000.00	238,000.00	238,000.00	238,000.00	0.00	0.00%
210-2110-61040	IT SERVICES	5,569.72	17,681.64	18,661.48	18,849.36	23,000.00	4,150.64	22.02%
210-2110-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	4,150.64	4,150.64	2,050.00	-2,100.64	-50.61%
210-2110-61060	SOFTWARE MAINTENANCE AND	199.99	2,678.88	203.99	5,000.00	2,500.00	-2,500.00	-50.00%
210-2110-61070	LEGAL SERVICES	0.00	2,932.50	1,825.00	4,000.00	2,500.00	-1,500.00	-37.50%
210-2110-62020	MAINTENANCE VEHICLES	2,675.57	5,170.43	1,610.53	6,278.82	0.00	-6,278.82	-100.00%
210-2110-62030	MAINTENANCE OF EQUIPMENT	22,255.45	19,957.78	26,593.67	31,155.18	27,000.00	-4,155.18	-13.34%
210-2110-62040	FUEL	3,036.39	3,745.27	3,178.63	4,000.00	4,000.00	0.00	0.00%
210-2110-64050	BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
210-2110-66000	TRANSFER OUT	449,836.00	284,850.00	284,852.00	284,850.00	284,850.00	0.00	0.00%
210-2110-70040	VEHICLES	0.00	0.00	2,826.00	2,826.00	0.00	-2,826.00	-100.00%
210-2110-70050	OTHER EQUIPMENT	0.00	5,513.95	0.00	0.00	0.00	0.00	0.00%
Total Department: 2110 - SEWER OPERATIONS:		1,149,831.09	1,020,654.18	1,004,521.71	1,043,658.00	1,079,684.00	36,026.00	3.45%

Budget Comparison Report

Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Department: 2120 - WASTE WATER TREATMENT PLANT OPERATIONS								
210-2120-50010	SALARIES-REGULAR	57,650.62	61,105.67	79,668.82	79,722.00	74,142.00	-5,580.00	-7.00%
210-2120-50030	OVERTIME	2,993.25	4,510.04	4,251.44	4,327.04	5,000.00	672.96	15.55%
210-2120-51010	PUBLIC EMPLOYEES RETIREMEN'	13,723.25	17,945.44	21,570.40	21,570.40	22,541.00	970.60	4.50%
210-2120-51020	MEDICAL INSURANCE	12,878.53	19,848.67	24,655.22	24,780.00	18,810.00	-5,970.00	-24.09%
210-2120-51030	UNEMPLOYEMENT INSURANCE	412.31	412.35	603.89	603.89	412.00	-191.89	-31.78%
210-2120-51040	WORKERS' COMPENSATION	7,920.50	9,010.28	8,864.49	8,864.49	8,415.00	-449.49	-5.07%
210-2120-51050	LIFE INSURANCE	312.64	573.26	752.83	752.83	614.00	-138.83	-18.44%
210-2120-51060	DENTAL INSURANCE	1,978.95	2,237.88	2,683.26	2,683.26	2,584.00	-99.26	-3.70%
210-2120-51070	MEDICARE TAX	862.93	937.67	1,202.50	1,202.50	1,075.00	-127.50	-10.60%
210-2120-51080	DEFERRED COMPENSATION	237.52	298.68	418.84	418.84	360.00	-58.84	-14.05%
210-2120-60010	OFFICE SUPPLIES	873.25	660.08	403.70	436.24	521.00	84.76	19.43%
210-2120-60020	DEPARTMENT SUPPLIES	10,519.40	10,434.86	7,657.40	7,657.40	8,050.00	392.60	5.13%
210-2120-60030	POSTAGE	188.12	470.58	362.34	500.00	420.00	-80.00	-16.00%
210-2120-60040	DUES AND PUBLICATIONS	16,060.54	17,429.00	19,133.70	19,133.70	20,500.00	1,366.30	7.14%
210-2120-60050	TRAINING AND MEETINGS	935.77	0.00	0.00	0.00	0.00	0.00	0.00%
210-2120-60070	PHONE AND INTERNET	3,349.61	3,033.79	2,395.81	2,395.81	3,000.00	604.19	25.22%
210-2120-60080	UTILITIES	123,143.85	122,052.77	129,808.80	129,823.81	145,845.00	16,021.19	12.34%
210-2120-60090	RENTS AND LEASES	2,320.70	2,204.71	2,506.17	2,506.17	2,750.00	243.83	9.73%
210-2120-60100	INSURANCE AND SURETIES	23,235.11	23,386.00	26,895.00	26,895.00	33,750.00	6,855.00	25.49%
210-2120-60110	UNIFORM AND CLOTHING	1,626.12	1,348.19	1,394.43	1,394.43	1,650.00	255.57	18.33%
210-2120-60120	SMALL TOOLS	926.04	3,313.77	776.00	776.00	800.00	24.00	3.09%
210-2120-61010	PROFESSIONAL SERVICES	26,417.07	16,042.89	33,937.85	33,937.85	25,700.00	-8,237.85	-24.27%
210-2120-61050	TEMPORARY EMPLOYEE SERVICE	0.00	3,212.74	0.00	0.00	0.00	0.00	0.00%
210-2120-61070	LEGAL SERVICES	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00%
210-2120-61150	SLUDGE REMOVAL	43,147.31	42,396.95	67,743.22	67,743.22	77,600.00	9,856.78	14.55%
210-2120-61160	ENVIRONMENTAL MONITORING	9,151.95	12,402.28	23,235.47	23,235.47	12,000.00	-11,235.47	-48.35%
210-2120-62010	MAINTENANCE BUILDINGS AND	2,118.29	2,461.81	300.00	300.00	3,000.00	2,700.00	900.00%
210-2120-62020	MAINTENANCE VEHICLES	2,999.11	0.00	9,363.24	9,363.24	1,500.00	-7,863.24	-83.98%
210-2120-62030	MAINTENANCE OF EQUIPMENT	28,935.16	8,909.80	11,861.61	11,861.61	15,000.00	3,138.39	26.46%
210-2120-62040	FUEL	4,453.28	5,264.36	4,290.80	4,290.80	6,000.00	1,709.20	39.83%
210-2120-66000	TRANSFER OUT	1,735,872.00	1,735,870.00	1,735,872.00	1,735,870.00	1,735,870.00	0.00	0.00%
210-2120-66030	TRANSFER OUT-ASSET	36,384.00	0.00	0.00	0.00	0.00	0.00	0.00%
210-2120-70040	VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
210-2120-70050	OTHER EQUIPMENT	0.00	5,515.60	0.00	0.00	0.00	0.00	0.00%
Total Department: 2120 - WASTE WATER TREATMENT PLANT OP...		2,171,627.18	2,133,290.12	2,222,609.23	2,223,046.00	2,232,909.00	9,863.00	0.44%
Total Expense:		3,321,458.27	3,153,944.30	3,227,130.94	3,266,704.00	3,312,593.00	45,889.00	1.40%
Total Fund: 210 - SEWER:		311,203.05	34,330.16	-323,122.68	-464,882.00	-370,201.00	94,681.00	-20.37%

Budget Comparison Report

				Comparison 1	Comparison 1			
				Parent Budget	Budget	to Parent Budget	%	
Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Fund: 215 - SEWER FIXED ASSET REPLACEMENT								
Revenue								
Department: 7000 - CAPITAL PROJECTS								
215-7000-45610	SEWER CONNECTION CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
215-7000-46040	INTEREST EARNED	5,962.55	17,291.27	16,508.43	17,300.00	5,000.00	-12,300.00	-71.10%
215-7000-49010	TRANSFER IN	444,836.00	279,850.00	284,852.00	284,850.00	284,850.00	0.00	0.00%
215-7000-49030	TRANSFER IN-ASSET	36,384.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Department: 7000 - CAPITAL PROJECTS:		487,182.55	297,141.27	301,360.43	302,150.00	289,850.00	-12,300.00	-4.07%
Total Revenue:		487,182.55	297,141.27	301,360.43	302,150.00	289,850.00	-12,300.00	-4.07%
Expense								
Department: 7000 - CAPITAL PROJECTS								
215-7000-61010	PROFESSIONAL SERVICES	0.00	0.00	24,599.75	50,000.00	40,000.00	-10,000.00	-20.00%
215-7000-62010	MAINTENANCE BUILDINGS & GR	0.00	0.00	12,987.00	13,000.00	0.00	-13,000.00	-100.00%
215-7000-64080	DEPRECIATION	1,027,790.00	1,039,727.00	0.00	0.00	0.00	0.00	0.00%
Total Department: 7000 - CAPITAL PROJECTS:		1,027,790.00	1,039,727.00	37,586.75	63,000.00	40,000.00	-23,000.00	-36.51%
Total Expense:		1,027,790.00	1,039,727.00	37,586.75	63,000.00	40,000.00	-23,000.00	-36.51%
Total Fund: 215 - SEWER FIXED ASSET REPLACEMENT:		-540,607.45	-742,585.73	263,773.68	239,150.00	249,850.00	10,700.00	4.47%
Fund: 220 - SEWER DEV IMPACT FEE								
Revenue								
Department: 7000 - CAPITAL PROJECTS								
220-7000-44910	DEVELOPMENT IMPACT FEES	123,865.83	24,598.83	284,355.66	241,599.00	241,599.00	0.00	0.00%
220-7000-46040	INTEREST EARNED	2,222.27	5,887.34	6,339.17	5,890.00	2,000.00	-3,890.00	-66.04%
Total Department: 7000 - CAPITAL PROJECTS:		126,088.10	30,486.17	290,694.83	247,489.00	243,599.00	-3,890.00	-1.57%
Total Revenue:		126,088.10	30,486.17	290,694.83	247,489.00	243,599.00	-3,890.00	-1.57%
Expense								
Department: 7000 - CAPITAL PROJECTS								
220-7000-61010	PROFESSIONAL SERVICES	0.00	1,178.07	867.15	1,863.00	0.00	-1,863.00	-100.00%
Total Department: 7000 - CAPITAL PROJECTS:		0.00	1,178.07	867.15	1,863.00	0.00	-1,863.00	-100.00%
Total Expense:		0.00	1,178.07	867.15	1,863.00	0.00	-1,863.00	-100.00%
Total Fund: 220 - SEWER DEV IMPACT FEE:		126,088.10	29,308.10	289,827.68	245,626.00	243,599.00	-2,027.00	-0.83%
Fund: 225 - WWTP EXPANSION								
Revenue								
Department: 2110 - SEWER OPERATIONS								
225-2110-46040	INTEREST EARNED	6,110.02	59,104.20	61,894.45	44,750.00	6,000.00	-38,750.00	-86.59%

Budget Comparison Report

					Comparison 1 Budget	Comparison 1 to Parent Budget	
		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget 2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	%
Account Number							
225-2110-49010	TRANSFER IN	1,735,872.00	1,735,870.00	1,735,872.00	1,735,870.00	1,735,870.00	0.00%
Total Department: 2110 - SEWER OPERATIONS:		1,741,982.02	1,794,974.20	1,797,766.45	1,780,620.00	1,741,870.00	-2.18%
Total Revenue:		1,741,982.02	1,794,974.20	1,797,766.45	1,780,620.00	1,741,870.00	-2.18%
Expense							
Department: 2110 - SEWER OPERATIONS							
225-2110-64010	INTEREST EXPENSE	134,207.63	133,824.87	116,522.63	122,033.00	122,033.00	0.00%
225-2110-64030	GRANT CHARGE	156,213.03	134,064.33	122,823.59	122,824.00	122,824.00	0.00%
Total Department: 2110 - SEWER OPERATIONS:		290,420.66	267,889.20	239,346.22	244,857.00	244,857.00	0.00%
Total Expense:		290,420.66	267,889.20	239,346.22	244,857.00	244,857.00	0.00%
Total Fund: 225 - WWTP EXPANSION:		1,451,561.36	1,527,085.00	1,558,420.23	1,535,763.00	1,497,013.00	-2.52%
Fund: 240 - WATER							
Revenue							
Department: 2410 - WATER OPERATIONS							
240-2410-45100	WATER REVENUE	135,398.39	1,844,502.97	2,033,616.02	2,006,114.00	2,140,058.00	6.68%
240-2410-45102	WATER REVENUE-SINGLE FAMIL	729,971.43	-41.20	0.00	0.00	0.00	0.00%
240-2410-45104	WATER REVENUE-DUPLEX	9,881.96	0.00	0.00	0.00	0.00	0.00%
240-2410-45106	WATER REVENUE-TRIPLEX	27,740.27	0.00	0.00	0.00	0.00	0.00%
240-2410-45108	WATER REVENUE-FOURPLEX	194,579.44	0.00	0.00	0.00	0.00	0.00%
240-2410-45110	WATER REVENUE-HOUSING AUT	28,310.74	0.00	0.00	0.00	0.00	0.00%
240-2410-45112	WATER REVENUE-APARTMENTS	249,947.71	0.00	0.00	0.00	0.00	0.00%
240-2410-45114	WATER REVENUE-MOBILE HOMI	10,127.67	0.00	0.00	0.00	0.00	0.00%
240-2410-45116	WATER REVENUE-PERSONAL HE.	2,171.21	0.00	0.00	0.00	0.00	0.00%
240-2410-45118	WATER REVENUE-PHARMACY AI	3,623.67	0.00	0.00	0.00	0.00	0.00%
240-2410-45120	WATER REVENUE-INSTITUTIONA	9,259.84	0.00	0.00	0.00	0.00	0.00%
240-2410-45122	WATER REVENUE-PROFESSIONA	15,559.16	0.00	0.00	0.00	0.00	0.00%
240-2410-45124	WATER REVENUE-RETAIL	9,285.60	0.00	0.00	0.00	0.00	0.00%
240-2410-45126	WATER REVENUE-COMMERCIAL	39,038.53	0.00	0.00	0.00	0.00	0.00%
240-2410-45128	WATER REVENUE-RESTAURANT	3,664.36	0.00	0.00	0.00	0.00	0.00%
240-2410-45130	WATER REVENUE-DRIVE IN/FAST	1,372.41	0.00	0.00	0.00	0.00	0.00%
240-2410-45132	WATER REVENUE-CONVENIENCE	1,832.44	0.00	0.00	0.00	0.00	0.00%
240-2410-45134	WATER REVENUE-MAJOR FOOD	2,366.33	0.00	0.00	0.00	0.00	0.00%
240-2410-45136	WATER REVENUE-CHURCHES	13,900.45	0.00	0.00	0.00	0.00	0.00%
240-2410-45138	WATER REVENUE-SCHOOLS	139,470.17	0.00	0.00	0.00	0.00	0.00%
240-2410-45140	WATER REVENUE-METERED SER	748.66	0.00	0.00	0.00	0.00	0.00%
240-2410-45142	WATER REVENUE-AUTO SERVICE	774.38	0.00	0.00	0.00	0.00	0.00%
240-2410-45144	WATER REVENUE-CONSTRUCTIC	4,686.30	2,446.69	2,855.10	1,615.00	1,615.00	0.00%
240-2410-45190	FEE-RECONNECTION	13,431.99	24,180.00	8,525.00	15,918.00	8,525.00	-46.44%
240-2410-46040	INTEREST EARNED	885.86	4,604.03	7,057.58	2,952.00	2,198.00	-25.54%

Budget Comparison Report

					Comparison 1 Budget	Comparison 1 to Parent Budget	%
		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget 2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	
Account Number						Increase / (Decrease)	
240-2410-46080	PENALTIES	1,583.22	24,720.68	23,983.43	25,886.00	23,967.00	-1,919.00 -7.41%
240-2410-46120	MISCELLANEOUS REVENUE	10,471.95	19,366.69	35.00	8,840.00	35.00	-8,805.00 -99.60%
240-2410-49030	TRANSFER IN-ASSET	0.00	771,050.75	0.00	0.00	0.00	0.00 0.00%
Total Department: 2410 - WATER OPERATIONS:		1,660,084.14	2,690,830.61	2,076,072.13	2,061,325.00	2,176,398.00	115,073.00 5.58%
Total Revenue:		1,660,084.14	2,690,830.61	2,076,072.13	2,061,325.00	2,176,398.00	115,073.00 5.58%
Expense							
Department: 2410 - WATER OPERATIONS							
240-2410-50010	SALARIES-REGULAR	182,613.16	181,095.07	164,228.56	236,487.00	244,823.00	8,336.00 3.52%
240-2410-50030	OVERTIME	2,048.00	5,334.05	3,611.08	6,000.00	3,800.00	-2,200.00 -36.67%
240-2410-51010	PUBLIC EMPLOYEES RETIREMEN	92,497.81	75,029.19	51,920.22	59,356.00	61,984.00	2,628.00 4.43%
240-2410-51020	MEDICAL INSURANCE	32,623.47	45,451.16	37,476.36	57,944.00	66,389.00	8,445.00 14.57%
240-2410-51030	UNEMPLOYMENT INSURANCE	372.56	1,603.94	1,110.17	1,601.00	1,601.00	0.00 0.00%
240-2410-51040	WORKERS' COMPENSATION	17,502.53	18,843.72	18,539.49	26,583.00	17,595.00	-8,988.00 -33.81%
240-2410-51050	LIFE INSURANCE	759.25	1,978.74	1,374.95	2,430.00	2,231.00	-199.00 -8.19%
240-2410-51060	DENTAL INSURANCE	4,757.94	4,923.60	3,603.71	8,627.00	8,936.00	309.00 3.58%
240-2410-51070	MEDICARE TAX	2,515.25	2,689.57	2,389.43	2,693.11	3,550.00	856.89 31.82%
240-2410-51080	DEFERRED COMPENSATION	760.62	975.51	776.93	1,416.00	1,416.00	0.00 0.00%
240-2410-51090	COMPENSATED ABSENCES	24,251.76	0.00	0.00	0.00	0.00	0.00 0.00%
240-2410-60010	OFFICE SUPPLIES	552.37	1,313.48	1,575.99	1,575.99	1,500.00	-75.99 -4.82%
240-2410-60020	DEPARTMENT SUPPLIES	31,393.08	28,066.12	30,659.90	30,659.90	33,000.00	2,340.10 7.63%
240-2410-60030	POSTAGE	11,604.25	14,785.34	14,372.49	14,372.49	15,500.00	1,127.51 7.84%
240-2410-60040	DUES AND PUBLICATIONS	-14,597.70	22,537.81	24,985.67	25,000.00	25,000.00	0.00 0.00%
240-2410-60050	TRAINING AND MEETINGS	2,436.76	1,546.54	2,139.85	2,493.86	3,900.00	1,406.14 56.38%
240-2410-60060	ADVERTISING	173.28	132.66	0.00	300.00	0.00	-300.00 -100.00%
240-2410-60070	PHONE AND INTERNET	3,336.33	2,930.24	3,355.95	3,500.00	3,900.00	400.00 11.43%
240-2410-60080	UTILITIES	111,683.18	124,671.14	131,139.50	131,139.50	128,000.00	-3,139.50 -2.39%
240-2410-60090	RENTS AND LEASES	2,337.44	2,204.63	2,506.14	2,506.14	2,725.00	218.86 8.73%
240-2410-60100	INSURANCE AND SURETIES	27,012.26	28,407.00	32,274.00	31,800.00	40,500.00	8,700.00 27.36%
240-2410-60110	UNIFORM AND CLOTHING	3,794.38	4,673.34	2,867.52	4,039.23	4,000.00	-39.23 -0.97%
240-2410-60120	SMALL TOOLS	2,776.25	467.59	422.49	1,500.00	1,500.00	0.00 0.00%
240-2410-61010	PROFESSIONAL SERVICES	88,707.83	74,883.55	87,009.20	87,009.20	75,000.00	-12,009.20 -13.80%
240-2410-61020	ADMINISTRATIVE SERVICES	164,000.00	164,000.00	164,000.00	164,000.00	164,000.00	0.00 0.00%
240-2410-61040	IT SERVICES	5,569.74	17,681.67	18,660.77	18,660.77	23,000.00	4,339.23 23.25%
240-2410-61050	TEMPORARY EMPLOYEE SERVICE	0.00	3,118.29	4,199.58	4,199.58	2,500.00	-1,699.58 -40.47%
240-2410-61060	SOFTWARE MAINTENANCE AND	228.56	6,472.04	233.13	10,000.00	5,000.00	-5,000.00 -50.00%
240-2410-61070	LEGAL SERVICES	0.00	4,127.25	0.00	8,000.00	8,000.00	0.00 0.00%
240-2410-62020	MAINTENANCE VEHICLES	868.57	4,118.24	0.00	3,537.60	4,100.00	562.40 15.90%
240-2410-62030	MAINTENANCE OF EQUIPMENT	17,423.54	32,244.96	29,768.11	30,000.00	25,000.00	-5,000.00 -16.67%
240-2410-62040	FUEL	3,292.11	4,061.92	4,580.77	4,934.00	5,000.00	66.00 1.34%

Budget Comparison Report

						Comparison 1 Budget	Comparison 1 to Parent Budget	
		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget 2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	%
Account Number								
240-2410-64010	INTEREST EXPENSE	45,718.11	40,726.94	36,429.40	36,429.40	35,867.00	-562.40	-1.54%
240-2410-64050	BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
240-2410-64080	DEPRECIATION	206,506.00	214,600.00	0.00	0.00	0.00	0.00	0.00%
240-2410-66000	TRANSFER OUT	190,484.00	189,232.00	187,984.00	190,842.00	190,842.00	0.00	0.00%
240-2410-66010	IT REPLACEMENT	0.00	1,250.00	2,500.00	2,500.00	2,500.00	0.00	0.00%
240-2410-70040	VEHICLES	0.00	0.00	2,826.00	2,826.00	2,700.00	-126.00	-4.46%
240-2410-70050	OTHER EQUIPMENT	0.00	24,839.06	0.00	1,279.23	0.00	-1,279.23	-100.00%
240-2410-70055	WATER METER REPLACEMENT	0.00	0.00	57,859.47	225,000.00	225,000.00	0.00	0.00%
Total Department: 2410 - WATER OPERATIONS:		1,266,002.69	1,351,016.36	1,127,380.83	1,441,242.00	1,440,359.00	-883.00	-0.06%
Total Expense:		1,266,002.69	1,351,016.36	1,127,380.83	1,441,242.00	1,440,359.00	-883.00	-0.06%
Total Fund: 240 - WATER:		394,081.45	1,339,814.25	948,691.30	620,083.00	736,039.00	115,956.00	18.70%
Fund: 245 - WATER TCP123								
Expense								
Department: 2420 - WATER - TCP123								
245-2420-61010	PROFESSIONAL SERVICES	13,115.00	0.00	109.17	0.00	0.00	0.00	0.00%
Total Department: 2420 - WATER - TCP123:		13,115.00	0.00	109.17	0.00	0.00	0.00	0.00%
Total Expense:		13,115.00	0.00	109.17	0.00	0.00	0.00	0.00%
Total Fund: 245 - WATER TCP123:		13,115.00	0.00	109.17	0.00	0.00	0.00	0.00%
Fund: 250 - WATER DEV IMPACT FEE								
Revenue								
Department: 7000 - CAPITAL PROJECTS								
250-7000-44910	DEVELOPMENT IMPACT FEES	44,517.04	10,290.04	111,852.08	92,837.00	92,837.00	0.00	0.00%
Total Department: 7000 - CAPITAL PROJECTS:		44,517.04	10,290.04	111,852.08	92,837.00	92,837.00	0.00	0.00%
Total Revenue:		44,517.04	10,290.04	111,852.08	92,837.00	92,837.00	0.00	0.00%
Expense								
Department: 7000 - CAPITAL PROJECTS								
250-7000-61010	PROFESSIONAL SERVICES	0.00	1,178.13	868.59	1,863.00	0.00	-1,863.00	-100.00%
Total Department: 7000 - CAPITAL PROJECTS:		0.00	1,178.13	868.59	1,863.00	0.00	-1,863.00	-100.00%
Total Expense:		0.00	1,178.13	868.59	1,863.00	0.00	-1,863.00	-100.00%
Total Fund: 250 - WATER DEV IMPACT FEE:		44,517.04	9,111.91	110,983.49	90,974.00	92,837.00	1,863.00	2.05%
Fund: 255 - WATER FIXED ASSET REPLACEMENT								
Revenue								
Department: 7000 - CAPITAL PROJECTS								
255-7000-46040	INTEREST EARNED	2,806.87	5,631.12	2,370.72	3,600.00	1,000.00	-2,600.00	-72.22%
255-7000-47080	STATE REVOLVING FUND	195,219.00	24,255.00	610,796.00	4,817,769.00	5,824,000.00	1,006,231.00	20.89%

Budget Comparison Report

				Comparison 1 Budget	Comparison 1 to Parent Budget		
				Parent Budget			
				2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	%
Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun			
255-7000-49010	TRANSFER IN	185,484.00	185,482.00	185,484.00	185,482.00	185,482.00	0.00 0.00%
Total Department: 7000 - CAPITAL PROJECTS:		383,509.87	215,368.12	798,650.72	5,006,851.00	6,010,482.00	1,003,631.00 20.05%
Total Revenue:		383,509.87	215,368.12	798,650.72	5,006,851.00	6,010,482.00	1,003,631.00 20.05%
Expense							
Department: 7000 - CAPITAL PROJECTS							
255-7000-66030	TRANSFER OUT-ASSET	0.00	771,050.75	0.00	0.00	0.00	0.00 0.00%
255-7000-71030	WELL #9	30,887.50	0.00	2,381,833.65	4,817,769.00	5,824,000.00	1,006,231.00 20.89%
Total Department: 7000 - CAPITAL PROJECTS:		30,887.50	771,050.75	2,381,833.65	4,817,769.00	5,824,000.00	1,006,231.00 20.89%
Total Expense:		30,887.50	771,050.75	2,381,833.65	4,817,769.00	5,824,000.00	1,006,231.00 20.89%
Total Fund: 255 - WATER FIXED ASSET REPLACEMENT:		352,622.37	-555,682.63	-1,583,182.93	189,082.00	186,482.00	-2,600.00 -1.38%
Fund: 270 - COMMUNITY/SENIOR CENTER							
Revenue							
Department: 2710 - COMMUNITY/SENIOR CENTER							
270-2710-46020	RENTAL REVENUE	12,557.50	13,270.00	6,940.00	14,000.00	10,500.00	-3,500.00 -25.00%
270-2710-46030	MOPPING SERVICES	4,290.00	2,620.00	-130.00	4,200.00	3,150.00	-1,050.00 -25.00%
270-2710-46120	MISCELLANEOUS REVENUE	110.00	35.00	0.00	0.00	0.00	0.00 0.00%
270-2710-46130	DONATION	3,000.00	6,000.00	6,000.00	6,000.00	6,000.00	0.00 0.00%
270-2710-49010	TRANSFER IN	39,000.00	8,268.82	7,500.00	7,500.00	7,500.00	0.00 0.00%
Total Department: 2710 - COMMUNITY/SENIOR CENTER:		58,957.50	30,193.82	20,310.00	31,700.00	27,150.00	-4,550.00 -14.35%
Total Revenue:		58,957.50	30,193.82	20,310.00	31,700.00	27,150.00	-4,550.00 -14.35%
Expense							
Department: 2710 - COMMUNITY/SENIOR CENTER							
270-2710-60020	DEPARTMENT SUPPLIES	792.24	916.74	120.55	1,500.00	1,125.00	-375.00 -25.00%
270-2710-60080	UTILITIES	5,655.74	5,853.62	3,669.63	6,500.00	4,875.00	-1,625.00 -25.00%
270-2710-61010	PROFESSIONAL SERVICES	8,460.52	850.31	164.52	560.00	420.00	-140.00 -25.00%
270-2710-61080	PEST CONTROL	120.00	927.50	1,385.00	1,450.00	1,450.00	0.00 0.00%
270-2710-61090	JANITORIAL SERVICES	5,968.00	11,848.00	11,481.00	13,000.00	9,750.00	-3,250.00 -25.00%
270-2710-62010	MAINTENANCE BUILDINGS AND	28,451.26	2,075.82	87.25	2,500.00	1,800.00	-700.00 -28.00%
270-2710-62030	MAINTENANCE OF EQUIPMENT	1,839.59	6,184.19	0.00	6,190.00	1,800.00	-4,390.00 -70.92%
270-2710-64080	DEPRECIATION	24,176.00	24,176.00	0.00	0.00	0.00	0.00 0.00%
Total Department: 2710 - COMMUNITY/SENIOR CENTER:		75,463.35	52,832.18	16,907.95	31,700.00	21,220.00	-10,480.00 -33.06%
Total Expense:		75,463.35	52,832.18	16,907.95	31,700.00	21,220.00	-10,480.00 -33.06%
Total Fund: 270 - COMMUNITY/SENIOR CENTER:		-16,505.85	-22,638.36	3,402.05	0.00	5,930.00	5,930.00 0.00%

Budget Comparison Report

Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Fund: 280 - USF COMMUNITY CENTER								
Revenue								
Department: 2810 - USF COMMUNITY CENTER								
280-2810-46020	RENTAL REVENUE	14,792.00	16,215.50	14,772.00	14,500.00	10,875.00	-3,625.00	-25.00%
Total Department: 2810 - USF COMMUNITY CENTER:		14,792.00	16,215.50	14,772.00	14,500.00	10,875.00	-3,625.00	-25.00%
Total Revenue:		14,792.00	16,215.50	14,772.00	14,500.00	10,875.00	-3,625.00	-25.00%
Expense								
Department: 2810 - USF COMMUNITY CENTER								
280-2810-60010	OFFICE SUPPLIES	206.19	203.57	202.22	202.22	200.00	-2.22	-1.10%
280-2810-60020	DEPARTMENT SUPPLIES	475.64	488.93	49.70	916.43	500.00	-416.43	-45.44%
280-2810-60080	UTILITIES	5,482.60	6,159.72	6,081.35	6,081.35	6,000.00	-81.35	-1.34%
280-2810-62010	MAINTENANCE BUILDINGS AND	1,553.48	1,478.86	1,741.81	2,100.00	1,500.00	-600.00	-28.57%
280-2810-62030	MAINTENANCE OF EQUIPMENT	248.07	423.73	623.39	700.00	700.00	0.00	0.00%
280-2810-64040	MISCELLANEOUS	0.00	0.00	0.00	300.00	300.00	0.00	0.00%
280-2810-66000	TRANSFER OUT	7,620.00	7,620.00	7,620.00	7,620.00	7,620.00	0.00	0.00%
Total Department: 2810 - USF COMMUNITY CENTER:		15,585.98	16,374.81	16,318.47	17,920.00	16,820.00	-1,100.00	-6.14%
Total Expense:		15,585.98	16,374.81	16,318.47	17,920.00	16,820.00	-1,100.00	-6.14%
Total Fund: 280 - USF COMMUNITY CENTER:		-793.98	-159.31	-1,546.47	-3,420.00	-5,945.00	-2,525.00	73.83%
Fund: 310 - GARBAGE								
Revenue								
Department: 3110 - GARBAGE								
310-3110-45010	GARBAGE SERVICE REVENUE	504,001.69	531,469.34	551,634.92	551,000.00	564,775.00	13,775.00	2.50%
310-3110-46040	INTEREST EARNED	19.06	419.85	122.93	230.00	0.00	-230.00	-100.00%
Total Department: 3110 - GARBAGE:		504,020.75	531,889.19	551,757.85	551,230.00	564,775.00	13,545.00	2.46%
Total Revenue:		504,020.75	531,889.19	551,757.85	551,230.00	564,775.00	13,545.00	2.46%
Expense								
Department: 3110 - GARBAGE								
310-3110-60020	DEPARTMENT SUPPLIES	154.08	231.12	115.56	230.00	230.00	0.00	0.00%
310-3110-61010	PROFESSIONAL SERVICES	453,108.41	495,455.30	495,869.86	506,920.00	519,381.00	12,461.00	2.46%
310-3110-61030	FRANCHISE FEE	40,313.17	43,083.08	43,119.92	44,080.00	45,164.00	1,084.00	2.46%
Total Department: 3110 - GARBAGE:		493,575.66	538,769.50	539,105.34	551,230.00	564,775.00	13,545.00	2.46%
Total Expense:		493,575.66	538,769.50	539,105.34	551,230.00	564,775.00	13,545.00	2.46%
Total Fund: 310 - GARBAGE:		10,445.09	-6,880.31	12,652.51	0.00	0.00	0.00	0.00%

Budget Comparison Report

				Comparison 1	Comparison 1			
				Parent Budget	Budget	to Parent Budget	%	
Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Fund: 320 - GAS TAX 2103								
Revenue								
Department: 8000 - STREET PROJECTS								
320-8000-46040	INTEREST EARNED	61.98	467.58	487.19	400.00	100.00	-300.00	-75.00%
320-8000-47410	HIGHWAY USER TAX	36,882.77	34,576.84	64,293.05	66,646.00	67,737.00	1,091.00	1.64%
Total Department: 8000 - STREET PROJECTS:		36,944.75	35,044.42	64,780.24	67,046.00	67,837.00	791.00	1.18%
Total Revenue:		36,944.75	35,044.42	64,780.24	67,046.00	67,837.00	791.00	1.18%
Expense								
Department: 8000 - STREET PROJECTS								
320-8000-60020	DEPARTMENT SUPPLIES	768.01	2,347.92	0.00	2,000.00	2,000.00	0.00	0.00%
320-8000-61140	STREET STRIPING	6,995.00	12,903.00	34,995.55	35,000.00	35,000.00	0.00	0.00%
320-8000-66000	TRANSFER OUT	11,600.00	3,600.00	3,600.00	3,600.00	3,600.00	0.00	0.00%
320-8000-80015	OVERLAY PROJECTS- MISC	0.00	0.00	36,554.00	0.00	0.00	0.00	0.00%
Total Department: 8000 - STREET PROJECTS:		19,363.01	18,850.92	75,149.55	40,600.00	40,600.00	0.00	0.00%
Total Expense:		19,363.01	18,850.92	75,149.55	40,600.00	40,600.00	0.00	0.00%
Total Fund: 320 - GAS TAX 2103:		17,581.74	16,193.50	-10,369.31	26,446.00	27,237.00	791.00	2.99%
Fund: 321 - GAS TAX 2105								
Revenue								
Department: 8000 - STREET PROJECTS								
321-8000-46040	INTEREST EARNED	0.00	40.45	22.61	0.00	0.00	0.00	0.00%
321-8000-47410	HIGHWAY USER TAX	39,782.93	42,455.49	40,895.39	42,975.00	42,495.00	-480.00	-1.12%
Total Department: 8000 - STREET PROJECTS:		39,782.93	42,495.94	40,918.00	42,975.00	42,495.00	-480.00	-1.12%
Total Revenue:		39,782.93	42,495.94	40,918.00	42,975.00	42,495.00	-480.00	-1.12%
Expense								
Department: 8000 - STREET PROJECTS								
321-8000-60020	DEPARTMENT SUPPLIES	9,525.67	10,781.24	3,925.68	15,000.00	15,000.00	0.00	0.00%
321-8000-61010	PROFESSIONAL SERVICES	0.00	0.00	0.00	1,000.00	1,000.00	0.00	0.00%
321-8000-66000	TRANSFER OUT	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00	0.00	0.00%
Total Department: 8000 - STREET PROJECTS:		26,525.67	27,781.24	20,925.68	33,000.00	33,000.00	0.00	0.00%
Total Expense:		26,525.67	27,781.24	20,925.68	33,000.00	33,000.00	0.00	0.00%
Total Fund: 321 - GAS TAX 2105:		13,257.26	14,714.70	19,992.32	9,975.00	9,495.00	-480.00	-4.81%

Budget Comparison Report

Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Fund: 322 - GAS TAX 2106								
Revenue								
Department: 8000 - STREET PROJECTS								
322-8000-47410	HIGHWAY USER TAX	27,772.26	30,410.80	27,971.19	30,045.00	29,858.00	-187.00	-0.62%
	Total Department: 8000 - STREET PROJECTS:	27,772.26	30,410.80	27,971.19	30,045.00	29,858.00	-187.00	-0.62%
	Total Revenue:	27,772.26	30,410.80	27,971.19	30,045.00	29,858.00	-187.00	-0.62%
Expense								
Department: 8000 - STREET PROJECTS								
322-8000-60080	UTILITIES	23,131.47	25,000.00	23,542.33	30,045.00	45,000.00	14,955.00	49.78%
	Total Department: 8000 - STREET PROJECTS:	23,131.47	25,000.00	23,542.33	30,045.00	45,000.00	14,955.00	49.78%
	Total Expense:	23,131.47	25,000.00	23,542.33	30,045.00	45,000.00	14,955.00	49.78%
	Total Fund: 322 - GAS TAX 2106:	4,640.79	5,410.80	4,428.86	0.00	-15,142.00	-15,142.00	0.00%
Fund: 323 - GAS TAX 2107								
Revenue								
Department: 8000 - STREET PROJECTS								
323-8000-47410	HIGHWAY USER TAX	51,775.05	53,392.43	51,638.25	56,128.00	51,121.00	-5,007.00	-8.92%
	Total Department: 8000 - STREET PROJECTS:	51,775.05	53,392.43	51,638.25	56,128.00	51,121.00	-5,007.00	-8.92%
	Total Revenue:	51,775.05	53,392.43	51,638.25	56,128.00	51,121.00	-5,007.00	-8.92%
Expense								
Department: 8000 - STREET PROJECTS								
323-8000-61010	PROFESSIONAL SERVICES	21,645.00	19,841.25	16,430.69	23,000.00	23,000.00	0.00	0.00%
323-8000-66000	TRANSFER OUT	29,000.00	25,000.00	25,000.00	25,000.00	25,000.00	0.00	0.00%
	Total Department: 8000 - STREET PROJECTS:	50,645.00	44,841.25	41,430.69	48,000.00	48,000.00	0.00	0.00%
	Total Expense:	50,645.00	44,841.25	41,430.69	48,000.00	48,000.00	0.00	0.00%
	Total Fund: 323 - GAS TAX 2107:	1,130.05	8,551.18	10,207.56	8,128.00	3,121.00	-5,007.00	-61.60%
Fund: 324 - GAS TAX 2107.5								
Revenue								
Department: 8000 - STREET PROJECTS								
324-8000-47410	HIGHWAY USER TAX	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	0.00	0.00%
	Total Department: 8000 - STREET PROJECTS:	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	0.00	0.00%
	Total Revenue:	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	0.00	0.00%

Budget Comparison Report

Account Number Expense		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Department: 8000 - STREET PROJECTS								
324-8000-66000	TRANSFER OUT	2,000.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00%
Total Department: 8000 - STREET PROJECTS:		2,000.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00%
Total Expense:		2,000.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00%
Total Fund: 324 - GAS TAX 2107.5:		0.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00%
Fund: 325 - MEASURE L SALES TAX - ROADS								
Revenue								
Department: 8000 - STREET PROJECTS								
325-8000-41020	TAX-LOCAL STREETS AND ROADS	278,618.75	280,884.59	282,263.62	285,600.00	199,275.00	-86,325.00	-30.23%
325-8000-41040	TAX-TRAFFIC MANAGEMENT	55,723.74	56,176.90	56,452.72	57,290.00	40,155.00	-17,135.00	-29.91%
325-8000-41050	TAX-BIKE AND PEDESTRIAN	27,861.88	28,088.45	28,226.36	28,645.00	21,391.00	-7,254.00	-25.32%
325-8000-46040	INTEREST EARNED	141.06	1,561.48	966.29	1,000.00	0.00	-1,000.00	-100.00%
Total Department: 8000 - STREET PROJECTS:		362,345.43	366,711.42	367,908.99	372,535.00	260,821.00	-111,714.00	-29.99%
Total Revenue:		362,345.43	366,711.42	367,908.99	372,535.00	260,821.00	-111,714.00	-29.99%
Expense								
Department: 8000 - STREET PROJECTS								
325-8000-80015	STREET OVERLAY-MISC	0.00	0.00	0.00	0.00	7,560.00	7,560.00	0.00%
325-8000-80050	HUGHSON AVENUE SIDEWALK	24,836.93	0.00	0.00	0.00	0.00	0.00	0.00%
325-8000-80060	SANTA FE OVERLAY	44,896.64	481,090.43	149,180.00	226,180.00	0.00	-226,180.00	-100.00%
325-8000-80070	EUCLID AVE OVERLAY	0.00	0.00	60,632.50	60,635.00	0.00	-60,635.00	-100.00%
Total Department: 8000 - STREET PROJECTS:		69,733.57	481,090.43	209,812.50	286,815.00	7,560.00	-279,255.00	-97.36%
Total Expense:		69,733.57	481,090.43	209,812.50	286,815.00	7,560.00	-279,255.00	-97.36%
Total Fund: 325 - MEASURE L SALES TAX - ROADS:		292,611.86	-114,379.01	158,096.49	85,720.00	253,261.00	167,541.00	195.45%
Fund: 326 - SB 1-ROADS MAINTENANCE REHABILITATION								
Revenue								
Department: 8000 - STREET PROJECTS								
326-8000-47420	SB 1-ROADS MAINTENANCE REH	50,143.05	121,411.12	130,952.95	127,173.00	127,173.00	0.00	0.00%
Total Department: 8000 - STREET PROJECTS:		50,143.05	121,411.12	130,952.95	127,173.00	127,173.00	0.00	0.00%
Total Revenue:		50,143.05	121,411.12	130,952.95	127,173.00	127,173.00	0.00	0.00%
Expense								
Department: 8000 - STREET PROJECTS								
326-8000-80015	STREET OVERLAY-MISC	0.00	0.00	0.00	36,554.00	0.00	-36,554.00	-100.00%
326-8000-80020	WHITMORE CROSSWALK	0.00	0.00	0.00	0.00	116,916.00	116,916.00	0.00%

Budget Comparison Report

				Comparison 1 Budget	Comparison 1 to Parent Budget		
				Parent Budget			
				2019-2020 MID YEAR	2020-2021 PRELIMINARY 20-21	Increase / (Decrease)	%
Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun			
326-8000-80060	SANTA FE OVERLAY PHASE II	0.00	0.00	111,631.75	147,267.00	0.00	-147,267.00 -100.00%
Total Department: 8000 - STREET PROJECTS:		0.00	0.00	111,631.75	183,821.00	116,916.00	-66,905.00 -36.40%
Total Expense:		0.00	0.00	111,631.75	183,821.00	116,916.00	-66,905.00 -36.40%
Total Fund: 326 - SB 1-ROADS MAINTENANCE REHABILITATION:		50,143.05	121,411.12	19,321.20	-56,648.00	10,257.00	66,905.00 -118.11%
Fund: 370 - COMMUNITY ENHANCEMENT DEV IMPACT FEE							
Revenue							
Department: 7000 - CAPITAL PROJECTS							
370-7000-44910	DEVELOPMENT IMPACT FEES	11,088.00	2,016.00	26,208.00	22,176.00	22,176.00	0.00 0.00%
370-7000-46040	INTEREST EARNED	181.49	482.84	522.51	363.00	0.00	-363.00 -100.00%
Total Department: 7000 - CAPITAL PROJECTS:		11,269.49	2,498.84	26,730.51	22,539.00	22,176.00	-363.00 -1.61%
Total Revenue:		11,269.49	2,498.84	26,730.51	22,539.00	22,176.00	-363.00 -1.61%
Expense							
Department: 7000 - CAPITAL PROJECTS							
370-7000-61010	PROFESSIONAL SERVICES	0.00	1,178.13	267.72	1,863.00	0.00	-1,863.00 -100.00%
Total Department: 7000 - CAPITAL PROJECTS:		0.00	1,178.13	267.72	1,863.00	0.00	-1,863.00 -100.00%
Total Expense:		0.00	1,178.13	267.72	1,863.00	0.00	-1,863.00 -100.00%
Total Fund: 370 - COMMUNITY ENHANCEMENT DEV IMPACT FEE:		11,269.49	1,320.71	26,462.79	20,676.00	22,176.00	1,500.00 7.25%
Fund: 371 - TRENCH CUT FUND							
Revenue							
Department: 8000 - STREET PROJECTS							
371-8000-44050	FEE - TRENCH CUT	773.80	0.00	2,576.90	0.00	0.00	0.00 0.00%
Total Department: 8000 - STREET PROJECTS:		773.80	0.00	2,576.90	0.00	0.00	0.00 0.00%
Total Revenue:		773.80	0.00	2,576.90	0.00	0.00	0.00 0.00%
Expense							
Department: 8000 - STREET PROJECTS							
371-8000-80060	SANTA FE OVERLAY	0.00	0.00	77,000.00	77,000.00	0.00	-77,000.00 -100.00%
Total Department: 8000 - STREET PROJECTS:		0.00	0.00	77,000.00	77,000.00	0.00	-77,000.00 -100.00%
Total Expense:		0.00	0.00	77,000.00	77,000.00	0.00	-77,000.00 -100.00%
Total Fund: 371 - TRENCH CUT FUND:		773.80	0.00	-74,423.10	-77,000.00	0.00	77,000.00 -100.00%
Fund: 372 - IT RESERVE							
Revenue							
Department: 3720 - INFORMATION TECHNOLOGY							
372-3720-46040	INTEREST EARNED	39.92	374.14	94.60	250.00	0.00	-250.00 -100.00%

Budget Comparison Report

Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
372-3720-49010	TRANSFER IN	15,000.00	15,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00%
Total Department: 3720 - INFORMATION TECHNOLOGY:		15,039.92	15,374.14	10,094.60	10,250.00	10,000.00	-250.00	-2.44%
Total Revenue:		15,039.92	15,374.14	10,094.60	10,250.00	10,000.00	-250.00	-2.44%
Expense								
Department: 3720 - INFORMATION TECHNOLOGY								
372-3720-70060	SOFTWARE	624.80	0.00	2,854.10	5,000.00	5,000.00	0.00	0.00%
372-3720-70070	COMPUTER HARDWARE	22,438.49	7,498.19	20,946.69	21,000.00	5,000.00	-16,000.00	-76.19%
Total Department: 3720 - INFORMATION TECHNOLOGY:		23,063.29	7,498.19	23,800.79	26,000.00	10,000.00	-16,000.00	-61.54%
Total Expense:		23,063.29	7,498.19	23,800.79	26,000.00	10,000.00	-16,000.00	-61.54%
Total Fund: 372 - IT RESERVE:		-8,023.37	7,875.95	-13,706.19	-15,750.00	0.00	15,750.00	-100.00%
Fund: 374 - DIABILITY ACCESS AND EDUCATION								
Revenue								
Department: 3740 - DISABILITY ACCESS AND EDUCATION								
374-3740-46055	CASP REVENUE	54.72	1,145.70	259.92	1,050.00	1,050.00	0.00	0.00%
Total Department: 3740 - DISABILITY ACCESS AND EDUCATION:		54.72	1,145.70	259.92	1,050.00	1,050.00	0.00	0.00%
Total Revenue:		54.72	1,145.70	259.92	1,050.00	1,050.00	0.00	0.00%
Total Fund: 374 - DIABILITY ACCESS AND EDUCATION:		54.72	1,145.70	259.92	1,050.00	1,050.00	0.00	0.00%
Fund: 383 - VEHICLE ABATEMENT								
Revenue								
Department: 3830 - VEHICLE ABATEMENT								
383-3830-47040	ABANDONED VEHICLE ABATEME	8,154.92	9,683.92	22,349.67	17,500.00	15,000.00	-2,500.00	-14.29%
Total Department: 3830 - VEHICLE ABATEMENT:		8,154.92	9,683.92	22,349.67	17,500.00	15,000.00	-2,500.00	-14.29%
Total Revenue:		8,154.92	9,683.92	22,349.67	17,500.00	15,000.00	-2,500.00	-14.29%
Expense								
Department: 3830 - VEHICLE ABATEMENT								
383-3830-66000	TRANSFER OUT	9,000.00	9,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00%
Total Department: 3830 - VEHICLE ABATEMENT:		9,000.00	9,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00%
Total Expense:		9,000.00	9,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00%
Total Fund: 383 - VEHICLE ABATEMENT:		-845.08	683.92	12,349.67	7,500.00	5,000.00	-2,500.00	-33.33%
Fund: 384 - SUPPLEMENTAL LAW ENFORCEMENT SERVICE FUND								
Revenue								
Department: 3840 - SUPPLEMENTAL LAW ENFORCEMENT								
384-3840-46040	INTEREST EARNED	200.37	844.06	931.07	500.00	200.00	-300.00	-60.00%

Budget Comparison Report

					Comparison 1	Comparison 1		
					Parent Budget	Budget	to Parent Budget	%
Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
384-3840-47060	SUPPLEMENTAL LAW ENFORCEMEN	140,251.23	148,746.54	187,738.65	150,000.00	150,000.00	0.00	0.00%
Total Department: 3840 - SUPPLEMENTAL LAW ENFORCEMENT:		140,451.60	149,590.60	188,669.72	150,500.00	150,200.00	-300.00	-0.20%
Total Revenue:		140,451.60	149,590.60	188,669.72	150,500.00	150,200.00	-300.00	-0.20%
Expense								
Department: 3840 - SUPPLEMENTAL LAW ENFORCEMENT								
384-3840-60070	PHONE AND INTERNET	1,783.08	3,414.75	4,087.95	3,400.00	4,000.00	600.00	17.65%
384-3840-60080	UTILITIES	121.80	1,522.94	1,584.27	1,400.00	1,550.00	150.00	10.71%
384-3840-61010	PROFESSIONAL SERVICES	49,800.00	11,211.40	120,651.73	120,656.00	185,960.00	65,304.00	54.12%
384-3840-70080	POLICE EQUIPMENT	36,507.42	43,935.31	0.00	70,700.00	0.00	-70,700.00	-100.00%
Total Department: 3840 - SUPPLEMENTAL LAW ENFORCEMENT:		88,212.30	60,084.40	126,323.95	196,156.00	191,510.00	-4,646.00	-2.37%
Total Expense:		88,212.30	60,084.40	126,323.95	196,156.00	191,510.00	-4,646.00	-2.37%
Total Fund: 384 - SUPPLEMENTAL LAW ENFORCEMENT SERVICE F...		52,239.30	89,506.20	62,345.77	-45,656.00	-41,310.00	4,346.00	-9.52%
Fund: 392 - 94-STBG-799 HOUSING REHAB								
Revenue								
Department: 3900 - HOUSING								
392-3900-46040	INTEREST EARNED	339.79	863.71	828.65	600.00	200.00	-400.00	-66.67%
392-3900-46060	PROGRAM INCOME-CDBG LOAN	522.08	1,977.38	1,772.26	0.00	0.00	0.00	0.00%
Total Department: 3900 - HOUSING:		861.87	2,841.09	2,600.91	600.00	200.00	-400.00	-66.67%
Total Revenue:		861.87	2,841.09	2,600.91	600.00	200.00	-400.00	-66.67%
Total Fund: 392 - 94-STBG-799 HOUSING REHAB:		861.87	2,841.09	2,600.91	600.00	200.00	-400.00	-66.67%
Fund: 393 - HOME PROGRAM GRANT FTHBS								
Revenue								
Department: 3900 - HOUSING								
393-3900-46040	INTEREST EARNED	2.10	0.00	0.00	0.00	0.00	0.00	0.00%
Total Department: 3900 - HOUSING:		2.10	0.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue:		2.10	0.00	0.00	0.00	0.00	0.00	0.00%
Total Fund: 393 - HOME PROGRAM GRANT FTHBS:		2.10	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 394 - 96-STBG-1013 REHAB								
Revenue								
Department: 3900 - HOUSING								
394-3900-46040	INTEREST EARNED	312.18	808.72	774.60	600.00	100.00	-500.00	-83.33%
394-3900-46060	PROGRAM INCOME-CDBG LOAN	8,357.59	0.00	0.00	0.00	0.00	0.00	0.00%
Total Department: 3900 - HOUSING:		8,669.77	808.72	774.60	600.00	100.00	-500.00	-83.33%
Total Revenue:		8,669.77	808.72	774.60	600.00	100.00	-500.00	-83.33%

Budget Comparison Report

Account Number Expense Department: 3900 - HOUSING	2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	
				2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)		
394-3900-61010	PROFESSIONAL SERVICES	-20.00	15.00	15.00	0.00	0.00	0.00	0.00%
Total Department: 3900 - HOUSING:		-20.00	15.00	15.00	0.00	0.00	0.00	0.00%
Total Expense:		-20.00	15.00	15.00	0.00	0.00	0.00	0.00%
Total Fund: 394 - 96-STBG-1013 REHAB:		8,689.77	793.72	759.60	600.00	100.00	-500.00	-83.33%
Fund: 410 - LOCAL TRANSPORATION								
Revenue								
Department: 8000 - STREET PROJECTS								
410-8000-46040	INTEREST EARNED	115.99	0.00	0.00	0.00	0.00	0.00	0.00%
Total Department: 8000 - STREET PROJECTS:		115.99	0.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue:		115.99	0.00	0.00	0.00	0.00	0.00	0.00%
Expense								
Department: 8000 - STREET PROJECTS								
410-8000-60080	UTILITIES	15,599.67	16,123.97	20,000.00	20,000.00	20,000.00	0.00	0.00%
410-8000-80010	FOX ROAD CAPITAL PROJECT	19,413.25	0.00	0.00	0.00	0.00	0.00	0.00%
Total Department: 8000 - STREET PROJECTS:		35,012.92	16,123.97	20,000.00	20,000.00	20,000.00	0.00	0.00%
Total Expense:		35,012.92	16,123.97	20,000.00	20,000.00	20,000.00	0.00	0.00%
Total Fund: 410 - LOCAL TRANSPORATION:		-34,896.93	-16,123.97	-20,000.00	-20,000.00	-20,000.00	0.00	0.00%
Fund: 415 - LOCAL TRANSPORATION NON MOTORIZED								
Revenue								
Department: 8000 - STREET PROJECTS								
415-8000-47030	NONMOTORIZED ALLOCATION	0.00	12,062.00	0.00	0.00	0.00	0.00	0.00%
Total Department: 8000 - STREET PROJECTS:		0.00	12,062.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue:		0.00	12,062.00	0.00	0.00	0.00	0.00	0.00%
Expense								
Department: 8000 - STREET PROJECTS								
415-8000-61010	PROFESSIONAL SERVICES	0.00	5,925.00	0.00	0.00	0.00	0.00	0.00%
Total Department: 8000 - STREET PROJECTS:		0.00	5,925.00	0.00	0.00	0.00	0.00	0.00%
Total Expense:		0.00	5,925.00	0.00	0.00	0.00	0.00	0.00%
Total Fund: 415 - LOCAL TRANSPORATION NON MOTORIZED:		0.00	6,137.00	0.00	0.00	0.00	0.00	0.00%
Fund: 420 - TRANSPORTATION STREET PROJECTS								
Revenue								
Department: 8000 - STREET PROJECTS								
420-8000-47530	GRANT-RSTP-TULLY AND SANTA	4,387.46	0.00	0.00	0.00	0.00	0.00	0.00%

Budget Comparison Report

					Comparison 1	Comparison 1		
					Budget	to Parent Budget		
					Parent Budget			
					2019-2020	2020-2021		
					MID YEAR	PRELIMINARY 20-	Increase /	%
						21	(Decrease)	
Account Number		2017-2018	2018-2019	2019-2020				
		Total Activity	Total Activity	YTD Activity				
				Through Jun				
420-8000-47550	GRANT-RSTP-WHITMORE CROSS	467.53	0.00	0.00	100,000.00	564,680.00	464,680.00	464.68%
420-8000-47570	GRANT-ATP FOX RD	47,907.73	40,000.00	0.00	0.00	0.00	0.00	0.00%
Total Department: 8000 - STREET PROJECTS:		52,762.72	40,000.00	0.00	100,000.00	564,680.00	464,680.00	464.68%
Total Revenue:		52,762.72	40,000.00	0.00	100,000.00	564,680.00	464,680.00	464.68%
Expense								
Department: 8000 - STREET PROJECTS								
420-8000-80010	FOX ROAD CAPITAL PROJECT	19,551.66	0.00	0.00	0.00	0.00	0.00	0.00%
420-8000-80020	WHITMORE CROSSWALK	22,613.86	11,861.02	12,616.14	66,428.98	564,680.00	498,251.02	750.05%
Total Department: 8000 - STREET PROJECTS:		42,165.52	11,861.02	12,616.14	66,428.98	564,680.00	498,251.02	750.05%
Total Expense:		42,165.52	11,861.02	12,616.14	66,428.98	564,680.00	498,251.02	750.05%
Total Fund: 420 - TRANSPORTATION STREET PROJECTS:		10,597.20	28,138.98	-12,616.14	33,571.02	0.00	-33,571.02	-100.00%
Fund: 425 - PUBLIC WORKS STREET PROJECTS - CDBG								
Revenue								
Department: 8000 - STREET PROJECTS								
425-8000-47560	GRANT-CDBG-2ND STREET SIDEV	65,971.17	345,335.19	0.00	0.00	0.00	0.00	0.00%
425-8000-47580	GRANT-CDBG-WALKER LANE	0.00	0.00	2,217.50	379,000.00	435,362.00	56,362.00	14.87%
Total Department: 8000 - STREET PROJECTS:		65,971.17	345,335.19	2,217.50	379,000.00	435,362.00	56,362.00	14.87%
Total Revenue:		65,971.17	345,335.19	2,217.50	379,000.00	435,362.00	56,362.00	14.87%
Expense								
Department: 8000 - STREET PROJECTS								
425-8000-80030	2ND STREET SIDEWALK INFILL	79,650.00	342,944.62	0.00	0.00	0.00	0.00	0.00%
425-8000-80580	WALKER LANE	0.00	0.00	15,683.68	379,000.00	435,362.00	56,362.00	14.87%
Total Department: 8000 - STREET PROJECTS:		79,650.00	342,944.62	15,683.68	379,000.00	435,362.00	56,362.00	14.87%
Total Expense:		79,650.00	342,944.62	15,683.68	379,000.00	435,362.00	56,362.00	14.87%
Total Fund: 425 - PUBLIC WORKS STREET PROJECTS - CDBG:		-13,678.83	2,390.57	-13,466.18	0.00	0.00	0.00	0.00%
Fund: 450 - STORM DRAIN DEV IMPACT FEE								
Revenue								
Department: 7000 - CAPITAL PROJECTS								
450-7000-44910	DEVELOPMENT IMPACT FEES	33,638.03	8,312.03	78,532.06	67,276.00	67,276.00	0.00	0.00%
450-7000-46040	INTEREST EARNED	594.04	1,579.62	1,709.74	1,100.00	200.00	-900.00	-81.82%
Total Department: 7000 - CAPITAL PROJECTS:		34,232.07	9,891.65	80,241.80	68,376.00	67,476.00	-900.00	-1.32%
Total Revenue:		34,232.07	9,891.65	80,241.80	68,376.00	67,476.00	-900.00	-1.32%

Budget Comparison Report

				Comparison 1	Comparison 1		
				Parent Budget	Budget	to Parent Budget	
				2019-2020	2020-2021	Increase /	%
Account Number		2017-2018	2018-2019	2019-2020	MID YEAR	PRELIMINARY 20-	(Decrease)
Expense		Total Activity	Total Activity	YTD Activity		21	
				Through Jun			
Department: 7000 - CAPITAL PROJECTS							
450-7000-61010	PROFESSIONAL SERVICES	0.00	0.00	0.00	1,863.00	0.00	-1,863.00 -100.00%
Total Department: 7000 - CAPITAL PROJECTS:		0.00	0.00	0.00	1,863.00	0.00	-1,863.00 -100.00%
Total Expense:		0.00	0.00	0.00	1,863.00	0.00	-1,863.00 -100.00%
Total Fund: 450 - STORM DRAIN DEV IMPACT FEE:		34,232.07	9,891.65	80,241.80	66,513.00	67,476.00	963.00 1.45%
Fund: 451 - PUBLIC FACILITY DEV IMPACT FEE							
Revenue							
Department: 7000 - CAPITAL PROJECTS							
451-7000-44910	DEVELOPMENT IMPACT FEES	41,065.28	13,615.28	94,330.56	82,130.00	82,130.00	0.00 0.00%
451-7000-46040	INTEREST EARNED	2,104.46	4,949.86	4,964.87	3,500.00	1,000.00	-2,500.00 -71.43%
Total Department: 7000 - CAPITAL PROJECTS:		43,169.74	18,565.14	99,295.43	85,630.00	83,130.00	-2,500.00 -2.92%
Total Revenue:		43,169.74	18,565.14	99,295.43	85,630.00	83,130.00	-2,500.00 -2.92%
Expense							
Department: 7000 - CAPITAL PROJECTS							
451-7000-61010	PROFESSIONAL SERVICES	0.00	1,178.13	2,969.49	75,363.00	72,394.00	-2,969.00 -3.94%
451-7000-70010	LAND ACQUISITION	0.00	0.00	0.00	0.00	0.00	0.00 0.00%
451-7000-71010	ENTERPRISE RESOURCE MANAGI	156,779.28	3,618.76	-882.51	0.00	0.00	0.00 0.00%
451-7000-71020	CITY HALL REMODEL/PHONE PRI	1,244.27	0.00	0.00	0.00	0.00	0.00 0.00%
Total Department: 7000 - CAPITAL PROJECTS:		158,023.55	4,796.89	2,086.98	75,363.00	72,394.00	-2,969.00 -3.94%
Total Expense:		158,023.55	4,796.89	2,086.98	75,363.00	72,394.00	-2,969.00 -3.94%
Total Fund: 451 - PUBLIC FACILITY DEV IMPACT FEE:		-114,853.81	13,768.25	97,208.45	10,267.00	10,736.00	469.00 4.57%
Fund: 452 - PUBLIC FACILITY STREETS DEV IMPACT FEE							
Revenue							
Department: 8000 - STREET PROJECTS							
452-8000-44910	DEVELOPMENT IMPACT FEES	55,847.13	18,938.13	128,098.26	111,694.00	111,694.00	0.00 0.00%
Total Department: 8000 - STREET PROJECTS:		55,847.13	18,938.13	128,098.26	111,694.00	111,694.00	0.00 0.00%
Total Revenue:		55,847.13	18,938.13	128,098.26	111,694.00	111,694.00	0.00 0.00%
Expense							
Department: 8000 - STREET PROJECTS							
452-8000-61010	PROFESSIONAL SERVICES	0.00	1,178.13	867.14	1,863.00	0.00	-1,863.00 -100.00%
Total Department: 8000 - STREET PROJECTS:		0.00	1,178.13	867.14	1,863.00	0.00	-1,863.00 -100.00%
Total Expense:		0.00	1,178.13	867.14	1,863.00	0.00	-1,863.00 -100.00%
Total Fund: 452 - PUBLIC FACILITY STREETS DEV IMPACT FEE:		55,847.13	17,760.00	127,231.12	109,831.00	111,694.00	1,863.00 1.70%

Budget Comparison Report

				Comparison 1	Comparison 1			
				Parent Budget	Budget	to Parent Budget	%	
Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Fund: 453 - PARK DEV IMPACT FEE								
Revenue								
Department: 7000 - CAPITAL PROJECTS								
453-7000-44910	DEVELOPMENT IMPACT FEES	29,337.00	5,334.00	69,342.00	58,674.00	58,674.00	0.00	0.00%
453-7000-46040	INTEREST EARNED	679.53	1,775.69	1,859.58	1,500.00	500.00	-1,000.00	-66.67%
Total Department: 7000 - CAPITAL PROJECTS:		30,016.53	7,109.69	71,201.58	60,174.00	59,174.00	-1,000.00	-1.66%
Total Revenue:		30,016.53	7,109.69	71,201.58	60,174.00	59,174.00	-1,000.00	-1.66%
Expense								
Department: 7000 - CAPITAL PROJECTS								
453-7000-61010	PROFESSIONAL SERVICES	0.00	1,178.13	5,767.14	7,863.00	0.00	-7,863.00	-100.00%
Total Department: 7000 - CAPITAL PROJECTS:		0.00	1,178.13	5,767.14	7,863.00	0.00	-7,863.00	-100.00%
Total Expense:		0.00	1,178.13	5,767.14	7,863.00	0.00	-7,863.00	-100.00%
Total Fund: 453 - PARK DEV IMPACT FEE:		30,016.53	5,931.56	65,434.44	52,311.00	59,174.00	6,863.00	13.12%
Fund: 454 - PARKLAND IN LIEU								
Revenue								
Department: 7000 - CAPITAL PROJECTS								
454-7000-44910	DEVELOPMENT IMPACT FEES	21,901.00	3,982.00	51,766.00	43,802.00	43,802.00	0.00	0.00%
454-7000-46040	INTEREST EARNED	993.62	1,668.68	1,449.28	500.00	0.00	-500.00	-100.00%
Total Department: 7000 - CAPITAL PROJECTS:		22,894.62	5,650.68	53,215.28	44,302.00	43,802.00	-500.00	-1.13%
Total Revenue:		22,894.62	5,650.68	53,215.28	44,302.00	43,802.00	-500.00	-1.13%
Expense								
Department: 7000 - CAPITAL PROJECTS								
454-7000-61010	PROFESSIONAL SERVICES	0.00	1,178.13	867.14	1,863.00	0.00	-1,863.00	-100.00%
454-7000-70010	LAND ACQUISITION	0.00	299,828.20	0.00	0.00	0.00	0.00	0.00%
Total Department: 7000 - CAPITAL PROJECTS:		0.00	301,006.33	867.14	1,863.00	0.00	-1,863.00	-100.00%
Total Expense:		0.00	301,006.33	867.14	1,863.00	0.00	-1,863.00	-100.00%
Total Fund: 454 - PARKLAND IN LIEU:		22,894.62	-295,355.65	52,348.14	42,439.00	43,802.00	1,363.00	3.21%
Fund: 520 - RDA SUCCESSOR AGENCY								
Revenue								
Department: 5210 - RDA SUCCESSOR AGENCY								
520-5210-40020	TAX INCREMENT	316,643.40	315,761.24	350,302.00	286,500.00	286,500.00	0.00	0.00%
520-5210-46040	INTEREST EARNED	575.60	1,897.43	2,053.30	1,400.00	1,400.00	0.00	0.00%
Total Department: 5210 - RDA SUCCESSOR AGENCY:		317,219.00	317,658.67	352,355.30	287,900.00	287,900.00	0.00	0.00%
Total Revenue:		317,219.00	317,658.67	352,355.30	287,900.00	287,900.00	0.00	0.00%

Budget Comparison Report

Account Number Expense		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Department: 5210 - RDA SUCCESSOR AGENCY								
520-5210-61010	PROFESSIONAL SERVICES	7,345.00	9,295.00	7,047.50	10,000.00	10,000.00	0.00	0.00%
520-5210-64010	INTEREST EXPENSE	89,768.44	87,707.71	83,241.50	85,500.00	85,500.00	0.00	0.00%
520-5210-64080	DEPRECIATION	27,490.00	27,490.00	0.00	0.00	0.00	0.00	0.00%
520-5210-65010	RETIRE PRINCIPAL	0.00	0.00	100,000.00	100,000.00	100,000.00	0.00	0.00%
520-5210-66000	TRANSFER OUT	82,452.00	96,000.00	96,000.00	96,000.00	96,000.00	0.00	0.00%
Total Department: 5210 - RDA SUCCESSOR AGENCY:		207,055.44	220,492.71	286,289.00	291,500.00	291,500.00	0.00	0.00%
Total Expense:		207,055.44	220,492.71	286,289.00	291,500.00	291,500.00	0.00	0.00%
Total Fund: 520 - RDA SUCCESSOR AGENCY:		110,163.56	97,165.96	66,066.30	-3,600.00	-3,600.00	0.00	0.00%
Fund: 530 - BRITTANY WOODS- LLD								
Revenue								
Department: 3405 - BRITTANY WOODS								
530-3405-41030	DIRECT ASSESSMENTS	0.00	0.00	18,837.35	8,018.00	8,018.00	0.00	0.00%
Total Department: 3405 - BRITTANY WOODS:		0.00	0.00	18,837.35	8,018.00	8,018.00	0.00	0.00%
Total Revenue:		0.00	0.00	18,837.35	8,018.00	8,018.00	0.00	0.00%
Expense								
Department: 3405 - BRITTANY WOODS								
530-3405-50010	SALARIES-REGULAR	0.00	0.00	1,778.31	3,229.10	3,456.00	226.90	7.03%
530-3405-50030	OVERTIME	0.00	0.00	106.88	106.88	0.00	-106.88	-100.00%
530-3405-51010	PUBLIC EMPLOYEES RETIREMEN'	0.00	0.00	124.59	300.00	300.00	0.00	0.00%
530-3405-51020	MEDICAL INSURANCE	0.00	0.00	203.37	500.00	500.00	0.00	0.00%
530-3405-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	11.50	24.00	24.00	0.00	0.00%
530-3405-51040	WORKERS' COMPENSATION	0.00	0.00	22.61	410.00	410.00	0.00	0.00%
530-3405-51050	LIFE INSURANCE	0.00	0.00	11.17	30.00	30.00	0.00	0.00%
530-3405-51060	DENTAL INSURANCE	0.00	0.00	11.58	40.00	40.00	0.00	0.00%
530-3405-51070	MEDICARE TAX	0.00	0.00	16.94	50.00	50.00	0.00	0.00%
530-3405-51080	DEFERRED COMPENSATION	0.00	0.00	6.65	20.00	20.00	0.00	0.00%
530-3405-60080	UTILITIES	0.00	0.00	2,926.46	3,200.00	3,200.00	0.00	0.00%
530-3405-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	120.02	120.02	0.00	-120.02	-100.00%
530-3405-64040	MISCELLANEOUS	0.00	0.00	674.08	2,894.00	2,894.00	0.00	0.00%
530-3405-66000	TRANSFER OUT	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00	0.00%
Total Department: 3405 - BRITTANY WOODS:		0.00	0.00	7,514.16	12,424.00	12,424.00	0.00	0.00%
Total Expense:		0.00	0.00	7,514.16	12,424.00	12,424.00	0.00	0.00%
Total Fund: 530 - BRITTANY WOODS- LLD:		0.00	0.00	11,323.19	-4,406.00	-4,406.00	0.00	0.00%

Budget Comparison Report

				Comparison 1 Budget		Comparison 1 to Parent Budget	%
				Parent Budget			
Account Number		2019-2020 YTD Activity Through Jun		2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Fund: 531 - CENTRAL HUGHSON 2- LLD							
Revenue							
Department: 3410 - CENTRAL HUGHSON 2							
531-3410-41030	DIRECT ASSESSMENTS	0.00	0.00	55,075.76	14,576.00	14,576.00	0.00 0.00%
Total Department: 3410 - CENTRAL HUGHSON 2:		0.00	0.00	55,075.76	14,576.00	14,576.00	0.00 0.00%
Total Revenue:		0.00	0.00	55,075.76	14,576.00	14,576.00	0.00 0.00%
Expense							
Department: 3410 - CENTRAL HUGHSON 2							
531-3410-50010	SALARIES-REGULAR	0.00	0.00	1,333.79	1,444.03	1,614.00	169.97 11.77%
531-3410-50030	OVERTIME	0.00	0.00	80.08	80.08	0.00	-80.08 -100.00%
531-3410-51010	PUBLIC EMPLOYEES RETIREMEN'	0.00	0.00	93.31	300.00	300.00	0.00 0.00%
531-3410-51020	MEDICAL INSURANCE	0.00	0.00	152.69	400.00	400.00	0.00 0.00%
531-3410-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	8.55	30.00	30.00	0.00 0.00%
531-3410-51040	WORKERS' COMPENSATION	0.00	0.00	154.87	350.00	350.00	0.00 0.00%
531-3410-51050	LIFE INSURANCE	0.00	0.00	9.48	30.00	30.00	0.00 0.00%
531-3410-51060	DENTAL INSURANCE	0.00	0.00	8.73	30.00	30.00	0.00 0.00%
531-3410-51070	MEDICARE TAX	0.00	0.00	12.96	50.00	50.00	0.00 0.00%
531-3410-51080	DEFERRED COMPENSATION	0.00	0.00	4.95	20.00	20.00	0.00 0.00%
531-3410-60080	UTILITIES	0.00	0.00	667.46	750.00	750.00	0.00 0.00%
531-3410-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	89.89	89.89	0.00	-89.89 -100.00%
531-3410-64040	MISCELLANEOUS	0.00	0.00	820.28	5,916.00	5,916.00	0.00 0.00%
531-3410-66000	TRANSFER OUT	0.00	0.00	1,477.00	1,477.00	1,477.00	0.00 0.00%
Total Department: 3410 - CENTRAL HUGHSON 2:		0.00	0.00	4,914.04	10,967.00	10,967.00	0.00 0.00%
Total Expense:		0.00	0.00	4,914.04	10,967.00	10,967.00	0.00 0.00%
Total Fund: 531 - CENTRAL HUGHSON 2- LLD:		0.00	0.00	50,161.72	3,609.00	3,609.00	0.00 0.00%
Fund: 532 - FEATHERS GLEN LLD							
Revenue							
Department: 3415 - FEATHERS GLEN							
532-3415-41030	DIRECT ASSESSMENTS	0.00	0.00	42,531.99	18,670.00	18,670.00	0.00 0.00%
Total Department: 3415 - FEATHERS GLEN:		0.00	0.00	42,531.99	18,670.00	18,670.00	0.00 0.00%
Total Revenue:		0.00	0.00	42,531.99	18,670.00	18,670.00	0.00 0.00%
Expense							
Department: 3415 - FEATHERS GLEN							
532-3415-50010	SALARIES-REGULAR	0.00	0.00	5,349.03	8,979.00	8,979.00	0.00 0.00%
532-3415-50030	OVERTIME	0.00	0.00	321.16	0.00	0.00	0.00 0.00%
532-3415-51010	PUBLIC EMPLOYEES RETIREMEN'	0.00	0.00	374.07	100.00	100.00	0.00 0.00%
532-3415-51020	MEDICAL INSURANCE	0.00	0.00	612.17	1,600.00	1,600.00	0.00 0.00%

Budget Comparison Report

				Comparison 1 Budget		Comparison 1 to Parent Budget		
				Parent Budget				%
				2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Account Number								
532-3415-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	34.50	80.00	80.00	0.00	0.00%
532-3415-51040	WORKERS' COMPENSATION	0.00	0.00	420.33	1,300.00	1,300.00	0.00	0.00%
532-3415-51050	LIFE INSURANCE	0.00	0.00	33.34	100.00	100.00	0.00	0.00%
532-3415-51060	DENTAL INSURANCE	0.00	0.00	34.95	150.00	150.00	0.00	0.00%
532-3415-51070	MEDICARE TAX	0.00	0.00	51.45	200.00	200.00	0.00	0.00%
532-3415-51080	DEFERRED COMPENSATION	0.00	0.00	19.63	75.00	75.00	0.00	0.00%
532-3415-60080	UTILITIES	0.00	0.00	707.24	840.00	840.00	0.00	0.00%
532-3415-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	360.57	0.00	0.00	0.00	0.00%
532-3415-64040	MISCELLANEOUS	0.00	0.00	2,120.28	7,956.00	7,956.00	0.00	0.00%
532-3415-66000	TRANSFER OUT	0.00	0.00	2,557.00	2,557.00	2,557.00	0.00	0.00%
Total Department: 3415 - FEATHERS GLEN:		0.00	0.00	12,995.72	23,937.00	23,937.00	0.00	0.00%
Total Expense:		0.00	0.00	12,995.72	23,937.00	23,937.00	0.00	0.00%
Total Fund: 532 - FEATHERS GLEN LLD:		0.00	0.00	29,536.27	-5,267.00	-5,267.00	0.00	0.00%
Fund: 533 - FONTANA RANCH NORTH- LLD								
Revenue								
Department: 3420 - FONTANA RANCH NORTH								
533-3420-41030	DIRECT ASSESSMENTS	0.00	0.00	50,650.57	22,703.00	22,703.00	0.00	0.00%
Total Department: 3420 - FONTANA RANCH NORTH:		0.00	0.00	50,650.57	22,703.00	22,703.00	0.00	0.00%
Total Revenue:		0.00	0.00	50,650.57	22,703.00	22,703.00	0.00	0.00%
Expense								
Department: 3420 - FONTANA RANCH NORTH								
533-3420-50010	SALARIES-REGULAR	0.00	0.00	895.81	1,400.65	1,872.00	471.35	33.65%
533-3420-50030	OVERTIME	0.00	0.00	53.68	53.68	0.00	-53.68	-100.00%
533-3420-51010	PUBLIC EMPLOYEES RETIREMEN'	0.00	0.00	62.64	200.00	200.00	0.00	0.00%
533-3420-51020	MEDICAL INSURANCE	0.00	0.00	102.69	300.00	300.00	0.00	0.00%
533-3420-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	5.75	20.00	20.00	0.00	0.00%
533-3420-51040	WORKERS' COMPENSATION	0.00	0.00	137.14	250.00	250.00	0.00	0.00%
533-3420-51050	LIFE INSURANCE	0.00	0.00	5.60	20.00	20.00	0.00	0.00%
533-3420-51060	DENTAL INSURANCE	0.00	0.00	5.97	40.00	40.00	0.00	0.00%
533-3420-51070	MEDICARE TAX	0.00	0.00	8.73	50.00	50.00	0.00	0.00%
533-3420-51080	DEFERRED COMPENSATION	0.00	0.00	3.10	10.00	10.00	0.00	0.00%
533-3420-60080	UTILITIES	0.00	0.00	6,297.67	6,297.67	5,880.00	-417.67	-6.63%
533-3420-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	60.26	0.00	0.00	0.00	0.00%
533-3420-64040	MISCELLANEOUS	0.00	0.00	1,168.57	6,808.00	6,808.00	0.00	0.00%

Budget Comparison Report

				Comparison 1 Budget		Comparison 1 to Parent Budget		
				Parent Budget				%
Account Number			2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)		
533-3420-66000	TRANSFER OUT	0.00	0.00	2,339.00	2,339.00	2,339.00	0.00	0.00%
Total Department: 3420 - FONTANA RANCH NORTH:		0.00	0.00	11,146.61	17,789.00	17,789.00	0.00	0.00%
Total Expense:		0.00	0.00	11,146.61	17,789.00	17,789.00	0.00	0.00%
Total Fund: 533 - FONTANA RANCH NORTH- LLD:		0.00	0.00	39,503.96	4,914.00	4,914.00	0.00	0.00%
Fund: 534 - FONTANA RANCH SOUTH- LLD								
Revenue								
Department: 3425 - FONTANA RANCH SOUTH								
534-3425-41030	DIRECT ASSESSMENTS	0.00	0.00	-22,438.86	14,492.00	14,492.00	0.00	0.00%
Total Department: 3425 - FONTANA RANCH SOUTH:		0.00	0.00	-22,438.86	14,492.00	14,492.00	0.00	0.00%
Total Revenue:		0.00	0.00	-22,438.86	14,492.00	14,492.00	0.00	0.00%
Expense								
Department: 3425 - FONTANA RANCH SOUTH								
534-3425-50010	SALARIES-REGULAR	0.00	0.00	895.81	1,758.06	1,872.00	113.94	6.48%
534-3425-50030	OVERTIME	0.00	0.00	53.68	53.68	0.00	-53.68	-100.00%
534-3425-51010	PUBLIC EMPLOYEES RETIREMEN	0.00	0.00	62.64	200.00	200.00	0.00	0.00%
534-3425-51020	MEDICAL INSURANCE	0.00	0.00	102.69	300.00	300.00	0.00	0.00%
534-3425-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	5.75	20.00	20.00	0.00	0.00%
534-3425-51040	WORKERS' COMPENSATION	0.00	0.00	137.14	250.00	250.00	0.00	0.00%
534-3425-51050	LIFE INSURANCE	0.00	0.00	5.60	20.00	20.00	0.00	0.00%
534-3425-51060	DENTAL INSURANCE	0.00	0.00	5.97	40.00	40.00	0.00	0.00%
534-3425-51070	MEDICARE TAX	0.00	0.00	8.73	50.00	50.00	0.00	0.00%
534-3425-51080	DEFERRED COMPENSATION	0.00	0.00	3.10	10.00	10.00	0.00	0.00%
534-3425-60080	UTILITIES	0.00	0.00	5,228.74	5,228.74	4,666.00	-562.74	-10.76%
534-3425-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	60.26	60.26	0.00	-60.26	-100.00%
534-3425-64040	MISCELLANEOUS	0.00	0.00	721.51	2,992.26	3,555.00	562.74	18.81%
534-3425-66000	TRANSFER OUT	0.00	0.00	2,339.00	2,339.00	2,339.00	0.00	0.00%
Total Department: 3425 - FONTANA RANCH SOUTH:		0.00	0.00	9,630.62	13,322.00	13,322.00	0.00	0.00%
Total Expense:		0.00	0.00	9,630.62	13,322.00	13,322.00	0.00	0.00%
Total Fund: 534 - FONTANA RANCH SOUTH- LLD:		0.00	0.00	-32,069.48	1,170.00	1,170.00	0.00	0.00%
Fund: 535 - RHAPSODY I - LLD								
Revenue								
Department: 3430 - RHAPSODY 1								
535-3430-41030	DIRECT ASSESSMENTS	0.00	0.00	16,295.95	6,749.00	6,749.00	0.00	0.00%
Total Department: 3430 - RHAPSODY 1:		0.00	0.00	16,295.95	6,749.00	6,749.00	0.00	0.00%
Total Revenue:		0.00	0.00	16,295.95	6,749.00	6,749.00	0.00	0.00%

Budget Comparison Report

Account Number Expense				2019-2020 YTD Activity Through Jun	Comparison 1		Comparison 1	
					Parent Budget	Budget	to Parent Budget	%
					2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Department: 3430 - RHAPSODY 1								
535-3430-50010	SALARIES-REGULAR	0.00	0.00	891.75	1,758.06	1,872.00	113.94	6.48%
535-3430-50030	OVERTIME	0.00	0.00	53.68	53.68	0.00	-53.68	-100.00%
535-3430-51010	PUBLIC EMPLOYEES RETIREMEN'	0.00	0.00	62.36	200.00	200.00	0.00	0.00%
535-3430-51020	MEDICAL INSURANCE	0.00	0.00	101.60	300.00	300.00	0.00	0.00%
535-3430-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	5.75	20.00	20.00	0.00	0.00%
535-3430-51040	WORKERS' COMPENSATION	0.00	0.00	137.14	250.00	250.00	0.00	0.00%
535-3430-51050	LIFE INSURANCE	0.00	0.00	5.57	20.00	20.00	0.00	0.00%
535-3430-51060	DENTAL INSURANCE	0.00	0.00	5.97	40.00	40.00	0.00	0.00%
535-3430-51070	MEDICARE TAX	0.00	0.00	8.67	50.00	50.00	0.00	0.00%
535-3430-51080	DEFERRED COMPENSATION	0.00	0.00	3.06	10.00	10.00	0.00	0.00%
535-3430-60080	UTILITIES	0.00	0.00	1,620.76	2,000.00	2,000.00	0.00	0.00%
535-3430-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	60.26	60.26	0.00	-60.26	-100.00%
535-3430-64040	MISCELLANEOUS	0.00	0.00	749.78	2,627.00	2,627.00	0.00	0.00%
535-3430-66000	TRANSFER OUT	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00	0.00%
Total Department: 3430 - RHAPSODY 1:		0.00	0.00	5,206.35	8,889.00	8,889.00	0.00	0.00%
Total Expense:		0.00	0.00	5,206.35	8,889.00	8,889.00	0.00	0.00%
Total Fund: 535 - RHAPSODY I - LLD:		0.00	0.00	11,089.60	-2,140.00	-2,140.00	0.00	0.00%
Fund: 536 - RHAPSODY 2- LLD								
Revenue								
Department: 3435 - RHAPSODY 2								
536-3435-41030	DIRECT ASSESSMENTS	0.00	0.00	25,058.51	13,830.00	13,830.00	0.00	0.00%
Total Department: 3435 - RHAPSODY 2:		0.00	0.00	25,058.51	13,830.00	13,830.00	0.00	0.00%
Total Revenue:		0.00	0.00	25,058.51	13,830.00	13,830.00	0.00	0.00%
Expense								
Department: 3435 - RHAPSODY 2								
536-3435-50010	SALARIES-REGULAR	0.00	0.00	891.63	1,749.07	1,872.00	122.93	7.03%
536-3435-50030	OVERTIME	0.00	0.00	62.67	62.67	0.00	-62.67	-100.00%
536-3435-51010	PUBLIC EMPLOYEES RETIREMEN'	0.00	0.00	63.08	200.00	200.00	0.00	0.00%
536-3435-51020	MEDICAL INSURANCE	0.00	0.00	104.18	300.00	300.00	0.00	0.00%
536-3435-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	5.75	20.00	20.00	0.00	0.00%
536-3435-51040	WORKERS' COMPENSATION	0.00	0.00	137.14	250.00	250.00	0.00	0.00%
536-3435-51050	LIFE INSURANCE	0.00	0.00	5.68	20.00	20.00	0.00	0.00%
536-3435-51060	DENTAL INSURANCE	0.00	0.00	6.06	40.00	40.00	0.00	0.00%
536-3435-51070	MEDICARE TAX	0.00	0.00	8.88	50.00	50.00	0.00	0.00%
536-3435-51080	DEFERRED COMPENSATION	0.00	0.00	3.15	10.00	10.00	0.00	0.00%
536-3435-60080	UTILITIES	0.00	0.00	1,967.80	4,432.00	4,432.00	0.00	0.00%

Budget Comparison Report

				Comparison 1 Budget		Comparison 1 to Parent Budget	%
				Parent Budget			
Account Number			2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
536-3435-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	60.26	60.26	0.00	-100.00%
536-3435-64040	MISCELLANEOUS	0.00	0.00	141.49	2,849.00	2,849.00	0.00%
536-3435-66000	TRANSFER OUT	0.00	0.00	1,554.00	1,554.00	1,554.00	0.00%
Total Department: 3435 - RHAPSODY 2:		0.00	0.00	5,011.77	11,597.00	11,597.00	0.00%
Total Expense:		0.00	0.00	5,011.77	11,597.00	11,597.00	0.00%
Total Fund: 536 - RHAPSODY 2- LLD:		0.00	0.00	20,046.74	2,233.00	2,233.00	0.00%
Fund: 537 - SANTA FE ESTATES 1 - LLD							
Revenue							
Department: 3440 - SANTA FE ESTATES 1							
537-3440-41030	DIRECT ASSESSMENTS	0.00	0.00	-31,916.94	7,220.00	7,220.00	0.00%
Total Department: 3440 - SANTA FE ESTATES 1:		0.00	0.00	-31,916.94	7,220.00	7,220.00	0.00%
Total Revenue:		0.00	0.00	-31,916.94	7,220.00	7,220.00	0.00%
Expense							
Department: 3440 - SANTA FE ESTATES 1							
537-3440-50010	SALARIES-REGULAR	0.00	0.00	5,349.03	7,124.27	7,806.00	9.57%
537-3440-50030	OVERTIME	0.00	0.00	321.16	321.16	0.00	-100.00%
537-3440-51010	PUBLIC EMPLOYEES RETIREMEN	0.00	0.00	373.77	1,000.00	1,000.00	0.00%
537-3440-51020	MEDICAL INSURANCE	0.00	0.00	612.17	1,600.00	1,600.00	0.00%
537-3440-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	34.50	80.00	80.00	0.00%
537-3440-51040	WORKERS' COMPENSATION	0.00	0.00	420.33	1,300.00	1,300.00	0.00%
537-3440-51050	LIFE INSURANCE	0.00	0.00	33.34	100.00	100.00	0.00%
537-3440-51060	DENTAL INSURANCE	0.00	0.00	35.39	150.00	150.00	0.00%
537-3440-51070	MEDICARE TAX	0.00	0.00	51.45	200.00	200.00	0.00%
537-3440-51080	DEFERRED COMPENSATION	0.00	0.00	19.63	75.00	75.00	0.00%
537-3440-60080	UTILITIES	0.00	0.00	3,670.70	5,183.00	5,183.00	0.00%
537-3440-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	360.57	360.57	0.00	-100.00%
537-3440-64040	MISCELLANEOUS	0.00	0.00	141.49	3,025.00	3,025.00	0.00%
537-3440-66000	TRANSFER OUT	0.00	0.00	500.00	500.00	500.00	0.00%
Total Department: 3440 - SANTA FE ESTATES 1:		0.00	0.00	11,923.53	21,019.00	21,019.00	0.00%
Total Expense:		0.00	0.00	11,923.53	21,019.00	21,019.00	0.00%
Total Fund: 537 - SANTA FE ESTATES 1 - LLD:		0.00	0.00	-43,840.47	-13,799.00	-13,799.00	0.00%

Budget Comparison Report

				Comparison 1 Budget		Comparison 1 to Parent Budget	%
				Parent Budget			
Account Number		2019-2020 YTD Activity Through Jun		2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Fund: 538 - SANTA FE ESTATES 2 - LLD							
Revenue							
Department: 3445 - SANTA FE ESTATES 2							
538-3445-41030	DIRECT ASSESSMENTS	0.00	0.00	-13,241.41	6,610.00	6,610.00	0.00 0.00%
Total Department: 3445 - SANTA FE ESTATES 2:		0.00	0.00	-13,241.41	6,610.00	6,610.00	0.00 0.00%
Total Revenue:		0.00	0.00	-13,241.41	6,610.00	6,610.00	0.00 0.00%
Expense							
Department: 3445 - SANTA FE ESTATES 2							
538-3445-50010	SALARIES-REGULAR	0.00	0.00	5,259.24	7,133.26	7,806.00	672.74 9.43%
538-3445-50030	OVERTIME	0.00	0.00	312.17	312.17	0.00	-312.17 -100.00%
538-3445-51010	PUBLIC EMPLOYEES RETIREMEN'	0.00	0.00	372.43	1,000.00	1,000.00	0.00 0.00%
538-3445-51020	MEDICAL INSURANCE	0.00	0.00	610.68	1,600.00	1,600.00	0.00 0.00%
538-3445-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	34.50	80.00	80.00	0.00 0.00%
538-3445-51040	WORKERS' COMPENSATION	0.00	0.00	420.33	1,300.00	1,300.00	0.00 0.00%
538-3445-51050	LIFE INSURANCE	0.00	0.00	33.26	100.00	100.00	0.00 0.00%
538-3445-51060	DENTAL INSURANCE	0.00	0.00	35.30	150.00	150.00	0.00 0.00%
538-3445-51070	MEDICARE TAX	0.00	0.00	51.30	200.00	200.00	0.00 0.00%
538-3445-51080	DEFERRED COMPENSATION	0.00	0.00	19.58	75.00	75.00	0.00 0.00%
538-3445-60080	UTILITIES	0.00	0.00	546.20	3,541.00	3,541.00	0.00 0.00%
538-3445-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	360.57	360.57	0.00	-360.57 -100.00%
538-3445-64040	MISCELLANEOUS	0.00	0.00	141.49	3,149.00	3,149.00	0.00 0.00%
538-3445-66000	TRANSFER OUT	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00 0.00%
Total Department: 3445 - SANTA FE ESTATES 2:		0.00	0.00	9,697.05	20,501.00	20,501.00	0.00 0.00%
Total Expense:		0.00	0.00	9,697.05	20,501.00	20,501.00	0.00 0.00%
Total Fund: 538 - SANTA FE ESTATES 2 - LLD:		0.00	0.00	-22,938.46	-13,891.00	-13,891.00	0.00 0.00%
Fund: 539 - STARN ESTATES - LLD							
Revenue							
Department: 3450 - STARN ESTATES							
539-3450-41030	DIRECT ASSESSMENTS	0.00	0.00	32,869.00	7,645.00	7,645.00	0.00 0.00%
Total Department: 3450 - STARN ESTATES:		0.00	0.00	32,869.00	7,645.00	7,645.00	0.00 0.00%
Total Revenue:		0.00	0.00	32,869.00	7,645.00	7,645.00	0.00 0.00%
Expense							
Department: 3450 - STARN ESTATES							
539-3450-50010	SALARIES-REGULAR	0.00	0.00	895.84	1,583.48	1,701.00	117.52 7.42%
539-3450-50030	OVERTIME	0.00	0.00	57.26	57.26	0.00	-57.26 -100.00%
539-3450-51010	PUBLIC EMPLOYEES RETIREMEN'	0.00	0.00	63.82	250.00	250.00	0.00 0.00%
539-3450-51020	MEDICAL INSURANCE	0.00	0.00	103.28	400.00	400.00	0.00 0.00%

Budget Comparison Report

				Comparison 1 Budget		Comparison 1 to Parent Budget		
				Parent Budget				%
				2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Account Number								
539-3450-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	5.75	40.00	40.00	0.00	0.00%
539-3450-51040	WORKERS' COMPENSATION	0.00	0.00	137.14	250.00	250.00	0.00	0.00%
539-3450-51050	LIFE INSURANCE	0.00	0.00	5.64	20.00	20.00	0.00	0.00%
539-3450-51060	DENTAL INSURANCE	0.00	0.00	6.01	30.00	30.00	0.00	0.00%
539-3450-51070	MEDICARE TAX	0.00	0.00	9.31	50.00	50.00	0.00	0.00%
539-3450-51080	DEFERRED COMPENSATION	0.00	0.00	3.11	20.00	20.00	0.00	0.00%
539-3450-60080	UTILITIES	0.00	0.00	1,879.80	1,879.80	1,877.00	-2.80	-0.15%
539-3450-60120	SMALL TOOLS	0.00	0.00	0.00	2,038.42	2,149.00	110.58	5.42%
539-3450-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	60.26	60.26	0.00	-60.26	-100.00%
539-3450-64040	MISCELLANEOUS	0.00	0.00	169.78	169.78	62.00	-107.78	-63.48%
539-3450-66000	TRANSFER OUT	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00	0.00%
Total Department: 3450 - STARN ESTATES:		0.00	0.00	4,897.00	8,349.00	8,349.00	0.00	0.00%
Total Expense:		0.00	0.00	4,897.00	8,349.00	8,349.00	0.00	0.00%
Total Fund: 539 - STARN ESTATES - LLD:		0.00	0.00	27,972.00	-704.00	-704.00	0.00	0.00%
Fund: 540 - STERLING GLEN 3 - LLD								
Revenue								
Department: 3455 - STERLING GLEN 3								
540-3455-41030	DIRECT ASSESSMENTS	0.00	0.00	58,958.05	21,704.00	21,704.00	0.00	0.00%
Total Department: 3455 - STERLING GLEN 3:		0.00	0.00	58,958.05	21,704.00	21,704.00	0.00	0.00%
Total Revenue:		0.00	0.00	58,958.05	21,704.00	21,704.00	0.00	0.00%
Expense								
Department: 3455 - STERLING GLEN 3								
540-3455-50010	SALARIES-REGULAR	0.00	0.00	2,674.41	4,604.01	4,943.00	338.99	7.36%
540-3455-50030	OVERTIME	0.00	0.00	159.22	0.00	0.00	0.00	0.00%
540-3455-51010	PUBLIC EMPLOYEES RETIREMEN'	0.00	0.00	186.53	600.00	600.00	0.00	0.00%
540-3455-51020	MEDICAL INSURANCE	0.00	0.00	305.24	800.00	800.00	0.00	0.00%
540-3455-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	17.22	50.00	50.00	0.00	0.00%
540-3455-51040	WORKERS' COMPENSATION	0.00	0.00	210.23	650.00	650.00	0.00	0.00%
540-3455-51050	LIFE INSURANCE	0.00	0.00	16.72	50.00	50.00	0.00	0.00%
540-3455-51060	DENTAL INSURANCE	0.00	0.00	17.46	60.00	60.00	0.00	0.00%
540-3455-51070	MEDICARE TAX	0.00	0.00	25.77	80.00	80.00	0.00	0.00%
540-3455-51080	DEFERRED COMPENSATION	0.00	0.00	9.78	50.00	50.00	0.00	0.00%
540-3455-60080	UTILITIES	0.00	0.00	3,830.34	4,371.00	4,371.00	0.00	0.00%
540-3455-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	179.77	179.77	0.00	-179.77	-100.00%
540-3455-64040	MISCELLANEOUS	0.00	0.00	943.51	7,826.00	7,826.00	0.00	0.00%

Budget Comparison Report

				Comparison 1 Budget		Comparison 1 to Parent Budget		
				Parent Budget		%		
Account Number			2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)		
540-3455-66000	TRANSFER OUT	0.00	0.00	2,597.00	2,597.00	2,597.00	0.00	0.00%
Total Department: 3455 - STERLING GLEN 3:		0.00	0.00	11,173.20	21,917.78	22,077.00	159.22	0.73%
Total Expense:		0.00	0.00	11,173.20	21,917.78	22,077.00	159.22	0.73%
Total Fund: 540 - STERLING GLEN 3 - LLD:		0.00	0.00	47,784.85	-213.78	-373.00	-159.22	74.48%
Fund: 541 - SUNGLOW - LLD								
Revenue								
Department: 3460 - SUNGLOW								
541-3460-41030	DIRECT ASSESSMENTS	0.00	0.00	38,177.43	9,631.00	9,631.00	0.00	0.00%
Total Department: 3460 - SUNGLOW:		0.00	0.00	38,177.43	9,631.00	9,631.00	0.00	0.00%
Total Revenue:		0.00	0.00	38,177.43	9,631.00	9,631.00	0.00	0.00%
Expense								
Department: 3460 - SUNGLOW								
541-3460-50010	SALARIES-REGULAR	0.00	0.00	2,219.47	3,387.99	3,671.00	283.01	8.35%
541-3460-50030	OVERTIME	0.00	0.00	132.86	132.86	0.00	-132.86	-100.00%
541-3460-51010	PUBLIC EMPLOYEES RETIREMEN	0.00	0.00	155.75	500.00	500.00	0.00	0.00%
541-3460-51020	MEDICAL INSURANCE	0.00	0.00	255.06	700.00	700.00	0.00	0.00%
541-3460-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	14.38	40.00	40.00	0.00	0.00%
541-3460-51040	WORKERS' COMPENSATION	0.00	0.00	192.43	600.00	600.00	0.00	0.00%
541-3460-51050	LIFE INSURANCE	0.00	0.00	13.89	50.00	50.00	0.00	0.00%
541-3460-51060	DENTAL INSURANCE	0.00	0.00	14.05	50.00	50.00	0.00	0.00%
541-3460-51070	MEDICARE TAX	0.00	0.00	21.45	70.00	70.00	0.00	0.00%
541-3460-51080	DEFERRED COMPENSATION	0.00	0.00	8.18	30.00	30.00	0.00	0.00%
541-3460-60080	UTILITIES	0.00	0.00	1,282.80	1,539.00	1,539.00	0.00	0.00%
541-3460-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	150.15	150.15	0.00	-150.15	-100.00%
541-3460-64040	MISCELLANEOUS	0.00	0.00	169.78	2,650.00	2,650.00	0.00	0.00%
541-3460-66000	TRANSFER OUT	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00	0.00%
Total Department: 3460 - SUNGLOW:		0.00	0.00	6,130.25	11,400.00	11,400.00	0.00	0.00%
Total Expense:		0.00	0.00	6,130.25	11,400.00	11,400.00	0.00	0.00%
Total Fund: 541 - SUNGLOW - LLD:		0.00	0.00	32,047.18	-1,769.00	-1,769.00	0.00	0.00%
Fund: 542 - WALNUT HAVEN 3 - LLD								
Revenue								
Department: 3465 - WALNUT HAVEN 3								
542-3465-41030	DIRECT ASSESSMENTS	0.00	0.00	12,285.97	5,922.00	5,922.00	0.00	0.00%
Total Department: 3465 - WALNUT HAVEN 3:		0.00	0.00	12,285.97	5,922.00	5,922.00	0.00	0.00%
Total Revenue:		0.00	0.00	12,285.97	5,922.00	5,922.00	0.00	0.00%

Budget Comparison Report

Account Number Expense				2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Department: 3465 - WALNUT HAVEN 3								
542-3465-50010	SALARIES-REGULAR	0.00	0.00	1,778.31	3,937.89	4,163.00	225.11	5.72%
542-3465-50030	OVERTIME	0.00	0.00	105.09	105.09	0.00	-105.09	-100.00%
542-3465-51010	PUBLIC EMPLOYEES RETIREMEN'	0.00	0.00	124.39	350.00	350.00	0.00	0.00%
542-3465-51020	MEDICAL INSURANCE	0.00	0.00	203.08	500.00	500.00	0.00	0.00%
542-3465-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	11.50	40.00	40.00	0.00	0.00%
542-3465-51040	WORKERS' COMPENSATION	0.00	0.00	272.25	450.00	450.00	0.00	0.00%
542-3465-51050	LIFE INSURANCE	0.00	0.00	11.16	40.00	40.00	0.00	0.00%
542-3465-51060	DENTAL INSURANCE	0.00	0.00	11.57	50.00	50.00	0.00	0.00%
542-3465-51070	MEDICARE TAX	0.00	0.00	16.90	50.00	50.00	0.00	0.00%
542-3465-51080	DEFERRED COMPENSATION	0.00	0.00	6.64	20.00	20.00	0.00	0.00%
542-3465-60080	UTILITIES	0.00	0.00	1,287.00	3,020.00	3,020.00	0.00	0.00%
542-3465-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	120.02	120.02	0.00	-120.02	-100.00%
542-3465-64040	MISCELLANEOUS	0.00	0.00	169.78	1,578.00	1,578.00	0.00	0.00%
542-3465-66000	TRANSFER OUT	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00	0.00%
Total Department: 3465 - WALNUT HAVEN 3:		0.00	0.00	5,617.69	11,761.00	11,761.00	0.00	0.00%
Total Expense:		0.00	0.00	5,617.69	11,761.00	11,761.00	0.00	0.00%
Total Fund: 542 - WALNUT HAVEN 3 - LLD:		0.00	0.00	6,668.28	-5,839.00	-5,839.00	0.00	0.00%
Fund: 550 - CENTRAL HUGHSON 2 - BAD								
Revenue								
Department: 3505 - CENTRAL HUGHSON 2								
550-3505-41030	DIRECT ASSESSMENTS	0.00	0.00	74,460.19	8,298.00	8,298.00	0.00	0.00%
Total Department: 3505 - CENTRAL HUGHSON 2:		0.00	0.00	74,460.19	8,298.00	8,298.00	0.00	0.00%
Total Revenue:		0.00	0.00	74,460.19	8,298.00	8,298.00	0.00	0.00%
Expense								
Department: 3505 - CENTRAL HUGHSON 2								
550-3505-50010	SALARIES-REGULAR	0.00	0.00	0.00	1,764.00	1,764.00	0.00	0.00%
550-3505-51010	PUBLIC EMPLOYEES RETIREMEN'	0.00	0.00	0.00	250.00	250.00	0.00	0.00%
550-3505-51020	MEDICAL INSURANCE	0.00	0.00	0.00	400.00	400.00	0.00	0.00%
550-3505-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	0.00	40.00	40.00	0.00	0.00%
550-3505-51040	WORKERS' COMPENSATION	0.00	0.00	150.01	250.00	250.00	0.00	0.00%
550-3505-51050	LIFE INSURANCE	0.00	0.00	0.00	20.00	20.00	0.00	0.00%
550-3505-51060	DENTAL INSURANCE	0.00	0.00	0.00	30.00	30.00	0.00	0.00%
550-3505-51070	MEDICARE TAX	0.00	0.00	0.00	50.00	50.00	0.00	0.00%
550-3505-51080	DEFERRED COMPENSATION	0.00	0.00	0.00	20.00	20.00	0.00	0.00%
550-3505-64040	MISCELLANEOUS	0.00	0.00	3,664.10	9,783.00	9,783.00	0.00	0.00%

Budget Comparison Report

Account Number				2019-2020 YTD Activity Through Jun	Comparison 1 Budget		Comparison 1 to Parent Budget	
					Parent Budget 2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	%
550-3505-66000	TRANSFER OUT	0.00	0.00	3,226.00	3,226.00	3,226.00	0.00	0.00%
Total Department: 3505 - CENTRAL HUGHSON 2:		0.00	0.00	7,040.11	15,833.00	15,833.00	0.00	0.00%
Total Expense:		0.00	0.00	7,040.11	15,833.00	15,833.00	0.00	0.00%
Total Fund: 550 - CENTRAL HUGHSON 2 - BAD:		0.00	0.00	67,420.08	-7,535.00	-7,535.00	0.00	0.00%
Fund: 551 - FEATHERS GLEN - BAD								
Revenue								
Department: 3510 - FEATHERS GLEN								
551-3510-41030	DIRECT ASSESSMENTS	0.00	0.00	21,864.63	10,987.00	10,987.00	0.00	0.00%
Total Department: 3510 - FEATHERS GLEN:		0.00	0.00	21,864.63	10,987.00	10,987.00	0.00	0.00%
Total Revenue:		0.00	0.00	21,864.63	10,987.00	10,987.00	0.00	0.00%
Expense								
Department: 3510 - FEATHERS GLEN								
551-3510-50010	SALARIES-REGULAR	0.00	0.00	3,851.63	4,651.75	5,066.00	414.25	8.91%
551-3510-50030	OVERTIME	0.00	0.00	195.15	195.15	0.00	-195.15	-100.00%
551-3510-51010	PUBLIC EMPLOYEES RETIREMEN	0.00	0.00	256.33	800.00	800.00	0.00	0.00%
551-3510-51020	MEDICAL INSURANCE	0.00	0.00	486.98	1,400.00	1,400.00	0.00	0.00%
551-3510-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	24.84	70.00	70.00	0.00	0.00%
551-3510-51040	WORKERS' COMPENSATION	0.00	0.00	289.02	1,100.00	1,100.00	0.00	0.00%
551-3510-51050	LIFE INSURANCE	0.00	0.00	23.50	75.00	75.00	0.00	0.00%
551-3510-51060	DENTAL INSURANCE	0.00	0.00	24.60	100.00	100.00	0.00	0.00%
551-3510-51070	MEDICARE TAX	0.00	0.00	37.66	100.00	100.00	0.00	0.00%
551-3510-51080	DEFERRED COMPENSATION	0.00	0.00	15.71	50.00	50.00	0.00	0.00%
551-3510-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	219.10	219.10	0.00	-219.10	-100.00%
551-3510-64040	MISCELLANEOUS	0.00	0.00	519.55	3,261.00	3,261.00	0.00	0.00%
551-3510-66000	TRANSFER OUT	0.00	0.00	2,235.00	2,235.00	2,235.00	0.00	0.00%
Total Department: 3510 - FEATHERS GLEN:		0.00	0.00	8,179.07	14,257.00	14,257.00	0.00	0.00%
Total Expense:		0.00	0.00	8,179.07	14,257.00	14,257.00	0.00	0.00%
Total Fund: 551 - FEATHERS GLEN - BAD:		0.00	0.00	13,685.56	-3,270.00	-3,270.00	0.00	0.00%
Fund: 552 - FONTANA RANCH NORTH BAD								
Revenue								
Department: 3515 - FONTANA RANCH NORTH								
552-3515-41030	DIRECT ASSESSMENTS	0.00	0.00	121,682.09	23,613.00	23,613.00	0.00	0.00%
Total Department: 3515 - FONTANA RANCH NORTH:		0.00	0.00	121,682.09	23,613.00	23,613.00	0.00	0.00%
Total Revenue:		0.00	0.00	121,682.09	23,613.00	23,613.00	0.00	0.00%

Budget Comparison Report

Account Number Expense				2019-2020 YTD Activity Through Jun	Comparison 1 Budget		Comparison 1 to Parent Budget	
					Parent Budget		%	
					2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Department: 3515 - FONTANA RANCH NORTH								
552-3515-50010	SALARIES-REGULAR	0.00	0.00	1,447.66	9,917.55	10,073.00	155.45	1.57%
552-3515-50030	OVERTIME	0.00	0.00	73.22	73.22	0.00	-73.22	-100.00%
552-3515-51010	PUBLIC EMPLOYEES RETIREMEN'	0.00	0.00	96.37	300.00	300.00	0.00	0.00%
552-3515-51020	MEDICAL INSURANCE	0.00	0.00	183.04	600.00	600.00	0.00	0.00%
552-3515-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	9.31	20.00	20.00	0.00	0.00%
552-3515-51040	WORKERS' COMPENSATION	0.00	0.00	169.83	500.00	500.00	0.00	0.00%
552-3515-51050	LIFE INSURANCE	0.00	0.00	8.80	30.00	30.00	0.00	0.00%
552-3515-51060	DENTAL INSURANCE	0.00	0.00	9.30	50.00	50.00	0.00	0.00%
552-3515-51070	MEDICARE TAX	0.00	0.00	13.99	50.00	50.00	0.00	0.00%
552-3515-51080	DEFERRED COMPENSATION	0.00	0.00	5.98	20.00	20.00	0.00	0.00%
552-3515-60080	UTILITIES	0.00	0.00	0.00	5,880.00	5,880.00	0.00	0.00%
552-3515-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	82.23	82.23	0.00	-82.23	-100.00%
552-3515-64040	MISCELLANEOUS	0.00	0.00	1,074.67	5,811.00	5,811.00	0.00	0.00%
552-3515-66000	TRANSFER OUT	0.00	0.00	2,339.00	2,339.00	2,339.00	0.00	0.00%
552-3515-70050	OTHER EQUIPMENT	0.00	0.00	84.38	2,500.00	2,500.00	0.00	0.00%
Total Department: 3515 - FONTANA RANCH NORTH:		0.00	0.00	5,597.78	28,173.00	28,173.00	0.00	0.00%
Total Expense:		0.00	0.00	5,597.78	28,173.00	28,173.00	0.00	0.00%
Total Fund: 552 - FONTANA RANCH NORTH BAD:		0.00	0.00	116,084.31	-4,560.00	-4,560.00	0.00	0.00%
Fund: 553 - FONTANA RANCH SOUTH - BAD								
Revenue								
Department: 3520 - FONTANA RANCH SOUTH								
553-3520-41030	DIRECT ASSESSMENTS	0.00	0.00	16,616.81	12,799.00	12,799.00	0.00	0.00%
Total Department: 3520 - FONTANA RANCH SOUTH:		0.00	0.00	16,616.81	12,799.00	12,799.00	0.00	0.00%
Total Revenue:		0.00	0.00	16,616.81	12,799.00	12,799.00	0.00	0.00%
Expense								
Department: 3520 - FONTANA RANCH SOUTH								
553-3520-50010	SALARIES-REGULAR	0.00	0.00	6,248.81	6,741.13	7,474.00	732.87	10.87%
553-3520-50030	OVERTIME	0.00	0.00	316.57	316.57	0.00	-316.57	-100.00%
553-3520-51010	PUBLIC EMPLOYEES RETIREMEN'	0.00	0.00	417.56	1,300.00	1,300.00	0.00	0.00%
553-3520-51020	MEDICAL INSURANCE	0.00	0.00	789.99	2,100.00	2,100.00	0.00	0.00%
553-3520-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	40.27	150.00	150.00	0.00	0.00%
553-3520-51040	WORKERS' COMPENSATION	0.00	0.00	507.68	1,800.00	1,800.00	0.00	0.00%
553-3520-51050	LIFE INSURANCE	0.00	0.00	38.07	150.00	150.00	0.00	0.00%
553-3520-51060	DENTAL INSURANCE	0.00	0.00	39.93	39.93	20.00	-19.93	-49.91%
553-3520-51070	MEDICARE TAX	0.00	0.00	60.91	60.91	20.00	-40.91	-67.16%
553-3520-51080	DEFERRED COMPENSATION	0.00	0.00	25.46	75.00	75.00	0.00	0.00%

Budget Comparison Report

				Comparison 1 Budget		Comparison 1 to Parent Budget	%
				Parent Budget			
Account Number			2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
553-3520-60080	UTILITIES	0.00	0.00	4,666.00	4,666.00	0.00	0.00%
553-3520-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	355.46	0.00	-355.46	-100.00%
553-3520-64040	MISCELLANEOUS	0.00	0.00	596.02	5,184.00	0.00	0.00%
553-3520-66000	TRANSFER OUT	0.00	0.00	2,339.00	2,339.00	0.00	0.00%
553-3520-70050	OTHER EQUIPMENT	0.00	0.00	2,500.00	2,500.00	0.00	0.00%
Total Department: 3520 - FONTANA RANCH SOUTH:		0.00	0.00	11,775.73	27,778.00	0.00	0.00%
Total Expense:		0.00	0.00	11,775.73	27,778.00	0.00	0.00%
Total Fund: 553 - FONTANA RANCH SOUTH - BAD:		0.00	0.00	4,841.08	-14,979.00	0.00	0.00%
Fund: 554 - STERLING GLEN 3 - BAD							
Revenue							
Department: 3525 - STERLING GLEN 3							
554-3525-41030	DIRECT ASSESSMENTS	0.00	0.00	55,988.74	14,940.00	0.00	0.00%
Total Department: 3525 - STERLING GLEN 3:		0.00	0.00	55,988.74	14,940.00	0.00	0.00%
Total Revenue:		0.00	0.00	55,988.74	14,940.00	0.00	0.00%
Expense							
Department: 3525 - STERLING GLEN 3							
554-3525-50010	SALARIES-REGULAR	0.00	0.00	1,920.31	1,925.68	97.32	5.05%
554-3525-50030	OVERTIME	0.00	0.00	97.32	97.32	-97.32	-100.00%
554-3525-51010	PUBLIC EMPLOYEES RETIREMEN'	0.00	0.00	125.42	400.00	0.00	0.00%
554-3525-51020	MEDICAL INSURANCE	0.00	0.00	242.90	590.71	109.29	18.50%
554-3525-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	12.29	40.00	0.00	0.00%
554-3525-51040	WORKERS' COMPENSATION	0.00	0.00	195.37	600.00	0.00	0.00%
554-3525-51050	LIFE INSURANCE	0.00	0.00	11.14	50.00	0.00	0.00%
554-3525-51060	DENTAL INSURANCE	0.00	0.00	11.82	50.00	0.00	0.00%
554-3525-51070	MEDICARE TAX	0.00	0.00	18.34	70.00	0.00	0.00%
554-3525-51080	DEFERRED COMPENSATION	0.00	0.00	8.38	30.00	0.00	0.00%
554-3525-61050	TEMPORARY EMPLOYEE SERVICE	0.00	0.00	109.29	109.29	-109.29	-100.00%
554-3525-64040	MISCELLANEOUS	0.00	0.00	3,344.40	9,583.00	0.00	0.00%
554-3525-66000	TRANSFER OUT	0.00	0.00	2,339.00	2,339.00	0.00	0.00%
Total Department: 3525 - STERLING GLEN 3:		0.00	0.00	8,435.98	15,885.00	0.00	0.00%
Total Expense:		0.00	0.00	8,435.98	15,885.00	0.00	0.00%
Total Fund: 554 - STERLING GLEN 3 - BAD:		0.00	0.00	47,552.76	-945.00	0.00	0.00%

Budget Comparison Report

Account Number					Comparison 1		Comparison 1 to Parent Budget	%
					Parent Budget	Budget		
			2019-2020 YTD Activity Through Jun		2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Fund: 560 - PROVINCE PLACE COMMUNITY FACILITIES DISTRICT								
Revenue								
Department: 3605 - PROVINCE PLACE								
560-3605-41030	DIRECT ASSESSMENTS	0.00	0.00	18,098.51	10,794.00	10,794.00	0.00	0.00%
Total Department: 3605 - PROVINCE PLACE:		0.00	0.00	18,098.51	10,794.00	10,794.00	0.00	0.00%
Total Revenue:		0.00	0.00	18,098.51	10,794.00	10,794.00	0.00	0.00%
Expense								
Department: 3605 - PROVINCE PLACE								
560-3605-50010	SALARIES-REGULAR	0.00	0.00	0.00	1,029.00	1,029.00	0.00	0.00%
560-3605-51010	PUBLIC EMPLOYEES RETIREMEN	0.00	0.00	0.00	200.00	200.00	0.00	0.00%
560-3605-51020	MEDICAL INSURANCE	0.00	0.00	0.00	350.00	350.00	0.00	0.00%
560-3605-51030	UNEMPLOYMENT INSURANCE	0.00	0.00	0.00	20.00	20.00	0.00	0.00%
560-3605-51040	WORKERS' COMPENSATION	0.00	0.00	0.00	250.00	250.00	0.00	0.00%
560-3605-51050	LIFE INSURANCE	0.00	0.00	0.00	25.00	25.00	0.00	0.00%
560-3605-51060	DENTAL INSURANCE	0.00	0.00	0.00	25.00	25.00	0.00	0.00%
560-3605-51070	MEDICARE TAX	0.00	0.00	0.00	50.00	50.00	0.00	0.00%
560-3605-51080	DEFERRED COMPENSATION	0.00	0.00	0.00	20.00	20.00	0.00	0.00%
560-3605-60080	UTILITIES	0.00	0.00	308.40	1,000.00	1,000.00	0.00	0.00%
560-3605-61010	PROFESSIONAL SERVICES	0.00	0.00	0.00	1,000.00	1,000.00	0.00	0.00%
560-3605-64040	MISCELLANEOUS	0.00	0.00	0.00	6,711.00	6,711.00	0.00	0.00%
560-3605-66000	TRANSFER OUT	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00	0.00%
Total Department: 3605 - PROVINCE PLACE:		0.00	0.00	1,808.40	12,180.00	12,180.00	0.00	0.00%
Total Expense:		0.00	0.00	1,808.40	12,180.00	12,180.00	0.00	0.00%
Total Fund: 560 - PROVINCE PLACE COMMUNITY FACILITIES DISTR..		0.00	0.00	16,290.11	-1,386.00	-1,386.00	0.00	0.00%
Report Total:		2,664,205.07	1,638,477.01	2,384,723.39	2,641,571.24	3,112,394.00	470,822.76	17.82%

Budget Comparison Report

Group Summary

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
				2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Departmen...	2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun				
Fund: 210 - SEWER							
Revenue							
2110 - SEWER OPERATIONS	3,632,661.32	3,188,274.46	2,904,008.26	2,801,822.00	2,942,392.00	140,570.00	5.02%
Total Revenue:	3,632,661.32	3,188,274.46	2,904,008.26	2,801,822.00	2,942,392.00	140,570.00	5.02%
Expense							
2110 - SEWER OPERATIONS	1,149,831.09	1,020,654.18	1,004,521.71	1,043,658.00	1,079,684.00	36,026.00	3.45%
2120 - WASTE WATER TREATMENT PLANT OPERATIONS	2,171,627.18	2,133,290.12	2,222,609.23	2,223,046.00	2,232,909.00	9,863.00	0.44%
Total Expense:	3,321,458.27	3,153,944.30	3,227,130.94	3,266,704.00	3,312,593.00	45,889.00	1.40%
Total Fund: 210 - SEWER:	311,203.05	34,330.16	-323,122.68	-464,882.00	-370,201.00	94,681.00	-20.37%
Fund: 215 - SEWER FIXED ASSET REPLACEMENT							
Revenue							
7000 - CAPITAL PROJECTS	487,182.55	297,141.27	301,360.43	302,150.00	289,850.00	-12,300.00	-4.07%
Total Revenue:	487,182.55	297,141.27	301,360.43	302,150.00	289,850.00	-12,300.00	-4.07%
Expense							
7000 - CAPITAL PROJECTS	1,027,790.00	1,039,727.00	37,586.75	63,000.00	40,000.00	-23,000.00	-36.51%
Total Expense:	1,027,790.00	1,039,727.00	37,586.75	63,000.00	40,000.00	-23,000.00	-36.51%
Total Fund: 215 - SEWER FIXED ASSET REPLACEMENT:	-540,607.45	-742,585.73	263,773.68	239,150.00	249,850.00	10,700.00	4.47%
Fund: 220 - SEWER DEV IMPACT FEE							
Revenue							
7000 - CAPITAL PROJECTS	126,088.10	30,486.17	290,694.83	247,489.00	243,599.00	-3,890.00	-1.57%
Total Revenue:	126,088.10	30,486.17	290,694.83	247,489.00	243,599.00	-3,890.00	-1.57%
Expense							
7000 - CAPITAL PROJECTS	0.00	1,178.07	867.15	1,863.00	0.00	-1,863.00	-100.00%
Total Expense:	0.00	1,178.07	867.15	1,863.00	0.00	-1,863.00	-100.00%
Total Fund: 220 - SEWER DEV IMPACT FEE:	126,088.10	29,308.10	289,827.68	245,626.00	243,599.00	-2,027.00	-0.83%
Fund: 225 - WWTP EXPANSION							
Revenue							
2110 - SEWER OPERATIONS	1,741,982.02	1,794,974.20	1,797,766.45	1,780,620.00	1,741,870.00	-38,750.00	-2.18%
Total Revenue:	1,741,982.02	1,794,974.20	1,797,766.45	1,780,620.00	1,741,870.00	-38,750.00	-2.18%
Expense							
2110 - SEWER OPERATIONS	290,420.66	267,889.20	239,346.22	244,857.00	244,857.00	0.00	0.00%
Total Expense:	290,420.66	267,889.20	239,346.22	244,857.00	244,857.00	0.00	0.00%
Total Fund: 225 - WWTP EXPANSION:	1,451,561.36	1,527,085.00	1,558,420.23	1,535,763.00	1,497,013.00	-38,750.00	-2.52%

Budget Comparison Report

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
Departmen...	2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Fund: 240 - WATER							
Revenue							
2410 - WATER OPERATIONS	1,660,084.14	2,690,830.61	2,076,072.13	2,061,325.00	2,176,398.00	115,073.00	5.58%
Total Revenue:	1,660,084.14	2,690,830.61	2,076,072.13	2,061,325.00	2,176,398.00	115,073.00	5.58%
Expense							
2410 - WATER OPERATIONS	1,266,002.69	1,351,016.36	1,127,380.83	1,441,242.00	1,440,359.00	-883.00	-0.06%
Total Expense:	1,266,002.69	1,351,016.36	1,127,380.83	1,441,242.00	1,440,359.00	-883.00	-0.06%
Total Fund: 240 - WATER:	394,081.45	1,339,814.25	948,691.30	620,083.00	736,039.00	115,956.00	18.70%
Fund: 245 - WATER TCP123							
Expense							
2420 - WATER - TCP123	13,115.00	0.00	109.17	0.00	0.00	0.00	0.00%
Total Expense:	13,115.00	0.00	109.17	0.00	0.00	0.00	0.00%
Total Fund: 245 - WATER TCP123:	13,115.00	0.00	109.17	0.00	0.00	0.00	0.00%
Fund: 250 - WATER DEV IMPACT FEE							
Revenue							
7000 - CAPITAL PROJECTS	44,517.04	10,290.04	111,852.08	92,837.00	92,837.00	0.00	0.00%
Total Revenue:	44,517.04	10,290.04	111,852.08	92,837.00	92,837.00	0.00	0.00%
Expense							
7000 - CAPITAL PROJECTS	0.00	1,178.13	868.59	1,863.00	0.00	-1,863.00	-100.00%
Total Expense:	0.00	1,178.13	868.59	1,863.00	0.00	-1,863.00	-100.00%
Total Fund: 250 - WATER DEV IMPACT FEE:	44,517.04	9,111.91	110,983.49	90,974.00	92,837.00	1,863.00	2.05%
Fund: 255 - WATER FIXED ASSET REPLACEMENT							
Revenue							
7000 - CAPITAL PROJECTS	383,509.87	215,368.12	798,650.72	5,006,851.00	6,010,482.00	1,003,631.00	20.05%
Total Revenue:	383,509.87	215,368.12	798,650.72	5,006,851.00	6,010,482.00	1,003,631.00	20.05%
Expense							
7000 - CAPITAL PROJECTS	30,887.50	771,050.75	2,381,833.65	4,817,769.00	5,824,000.00	1,006,231.00	20.89%
Total Expense:	30,887.50	771,050.75	2,381,833.65	4,817,769.00	5,824,000.00	1,006,231.00	20.89%
Total Fund: 255 - WATER FIXED ASSET REPLACEMENT:	352,622.37	-555,682.63	-1,583,182.93	189,082.00	186,482.00	-2,600.00	-1.38%
Fund: 270 - COMMUNITY/SENIOR CENTER							
Revenue							
2710 - COMMUNITY/SENIOR CENTER	58,957.50	30,193.82	20,310.00	31,700.00	27,150.00	-4,550.00	-14.35%
Total Revenue:	58,957.50	30,193.82	20,310.00	31,700.00	27,150.00	-4,550.00	-14.35%
Expense							
2710 - COMMUNITY/SENIOR CENTER	75,463.35	52,832.18	16,907.95	31,700.00	21,220.00	-10,480.00	-33.06%

Budget Comparison Report

					Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
Departmen...		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
	Total Expense:	75,463.35	52,832.18	16,907.95	31,700.00	21,220.00	-10,480.00	-33.06%
Total Fund: 270 - COMMUNITY/SENIOR CENTER:		-16,505.85	-22,638.36	3,402.05	0.00	5,930.00	5,930.00	0.00%
Fund: 280 - USF COMMUNITY CENTER								
Revenue								
2810 - USF COMMUNITY CENTER		14,792.00	16,215.50	14,772.00	14,500.00	10,875.00	-3,625.00	-25.00%
	Total Revenue:	14,792.00	16,215.50	14,772.00	14,500.00	10,875.00	-3,625.00	-25.00%
Expense								
2810 - USF COMMUNITY CENTER		15,585.98	16,374.81	16,318.47	17,920.00	16,820.00	-1,100.00	-6.14%
	Total Expense:	15,585.98	16,374.81	16,318.47	17,920.00	16,820.00	-1,100.00	-6.14%
Total Fund: 280 - USF COMMUNITY CENTER:		-793.98	-159.31	-1,546.47	-3,420.00	-5,945.00	-2,525.00	73.83%
Fund: 310 - GARBAGE								
Revenue								
3110 - GARBAGE		504,020.75	531,889.19	551,757.85	551,230.00	564,775.00	13,545.00	2.46%
	Total Revenue:	504,020.75	531,889.19	551,757.85	551,230.00	564,775.00	13,545.00	2.46%
Expense								
3110 - GARBAGE		493,575.66	538,769.50	539,105.34	551,230.00	564,775.00	13,545.00	2.46%
	Total Expense:	493,575.66	538,769.50	539,105.34	551,230.00	564,775.00	13,545.00	2.46%
Total Fund: 310 - GARBAGE:		10,445.09	-6,880.31	12,652.51	0.00	0.00	0.00	0.00%
Fund: 320 - GAS TAX 2103								
Revenue								
8000 - STREET PROJECTS		36,944.75	35,044.42	64,780.24	67,046.00	67,837.00	791.00	1.18%
	Total Revenue:	36,944.75	35,044.42	64,780.24	67,046.00	67,837.00	791.00	1.18%
Expense								
8000 - STREET PROJECTS		19,363.01	18,850.92	75,149.55	40,600.00	40,600.00	0.00	0.00%
	Total Expense:	19,363.01	18,850.92	75,149.55	40,600.00	40,600.00	0.00	0.00%
Total Fund: 320 - GAS TAX 2103:		17,581.74	16,193.50	-10,369.31	26,446.00	27,237.00	791.00	2.99%
Fund: 321 - GAS TAX 2105								
Revenue								
8000 - STREET PROJECTS		39,782.93	42,495.94	40,918.00	42,975.00	42,495.00	-480.00	-1.12%
	Total Revenue:	39,782.93	42,495.94	40,918.00	42,975.00	42,495.00	-480.00	-1.12%
Expense								
8000 - STREET PROJECTS		26,525.67	27,781.24	20,925.68	33,000.00	33,000.00	0.00	0.00%
	Total Expense:	26,525.67	27,781.24	20,925.68	33,000.00	33,000.00	0.00	0.00%
Total Fund: 321 - GAS TAX 2105:		13,257.26	14,714.70	19,992.32	9,975.00	9,495.00	-480.00	-4.81%

Budget Comparison Report

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
Departmen...	2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Fund: 322 - GAS TAX 2106							
Revenue							
8000 - STREET PROJECTS	27,772.26	30,410.80	27,971.19	30,045.00	29,858.00	-187.00	-0.62%
Total Revenue:	27,772.26	30,410.80	27,971.19	30,045.00	29,858.00	-187.00	-0.62%
Expense							
8000 - STREET PROJECTS	23,131.47	25,000.00	23,542.33	30,045.00	45,000.00	14,955.00	49.78%
Total Expense:	23,131.47	25,000.00	23,542.33	30,045.00	45,000.00	14,955.00	49.78%
Total Fund: 322 - GAS TAX 2106:	4,640.79	5,410.80	4,428.86	0.00	-15,142.00	-15,142.00	0.00%
Fund: 323 - GAS TAX 2107							
Revenue							
8000 - STREET PROJECTS	51,775.05	53,392.43	51,638.25	56,128.00	51,121.00	-5,007.00	-8.92%
Total Revenue:	51,775.05	53,392.43	51,638.25	56,128.00	51,121.00	-5,007.00	-8.92%
Expense							
8000 - STREET PROJECTS	50,645.00	44,841.25	41,430.69	48,000.00	48,000.00	0.00	0.00%
Total Expense:	50,645.00	44,841.25	41,430.69	48,000.00	48,000.00	0.00	0.00%
Total Fund: 323 - GAS TAX 2107:	1,130.05	8,551.18	10,207.56	8,128.00	3,121.00	-5,007.00	-61.60%
Fund: 324 - GAS TAX 2107.5							
Revenue							
8000 - STREET PROJECTS	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	0.00	0.00%
Total Revenue:	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	0.00	0.00%
Expense							
8000 - STREET PROJECTS	2,000.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00%
Total Expense:	2,000.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00%
Total Fund: 324 - GAS TAX 2107.5:	0.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00%
Fund: 325 - MEASURE L SALES TAX - ROADS							
Revenue							
8000 - STREET PROJECTS	362,345.43	366,711.42	367,908.99	372,535.00	260,821.00	-111,714.00	-29.99%
Total Revenue:	362,345.43	366,711.42	367,908.99	372,535.00	260,821.00	-111,714.00	-29.99%
Expense							
8000 - STREET PROJECTS	69,733.57	481,090.43	209,812.50	286,815.00	7,560.00	-279,255.00	-97.36%
Total Expense:	69,733.57	481,090.43	209,812.50	286,815.00	7,560.00	-279,255.00	-97.36%
Total Fund: 325 - MEASURE L SALES TAX - ROADS:	292,611.86	-114,379.01	158,096.49	85,720.00	253,261.00	167,541.00	195.45%

Budget Comparison Report

Departmen...		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Fund: 326 - SB 1-ROADS MAINTENANCE REHABILITATION								
Revenue								
8000 - STREET PROJECTS		50,143.05	121,411.12	130,952.95	127,173.00	127,173.00	0.00	0.00%
Total Revenue:		50,143.05	121,411.12	130,952.95	127,173.00	127,173.00	0.00	0.00%
Expense								
8000 - STREET PROJECTS		0.00	0.00	111,631.75	183,821.00	116,916.00	-66,905.00	-36.40%
Total Expense:		0.00	0.00	111,631.75	183,821.00	116,916.00	-66,905.00	-36.40%
Total Fund: 326 - SB 1-ROADS MAINTENANCE REHABILITATION:		50,143.05	121,411.12	19,321.20	-56,648.00	10,257.00	66,905.00	-118.11%
Fund: 370 - COMMUNITY ENHANCEMENT DEV IMPACT FEE								
Revenue								
7000 - CAPITAL PROJECTS		11,269.49	2,498.84	26,730.51	22,539.00	22,176.00	-363.00	-1.61%
Total Revenue:		11,269.49	2,498.84	26,730.51	22,539.00	22,176.00	-363.00	-1.61%
Expense								
7000 - CAPITAL PROJECTS		0.00	1,178.13	267.72	1,863.00	0.00	-1,863.00	-100.00%
Total Expense:		0.00	1,178.13	267.72	1,863.00	0.00	-1,863.00	-100.00%
Total Fund: 370 - COMMUNITY ENHANCEMENT DEV IMPACT FEE:		11,269.49	1,320.71	26,462.79	20,676.00	22,176.00	1,500.00	7.25%
Fund: 371 - TRENCH CUT FUND								
Revenue								
8000 - STREET PROJECTS		773.80	0.00	2,576.90	0.00	0.00	0.00	0.00%
Total Revenue:		773.80	0.00	2,576.90	0.00	0.00	0.00	0.00%
Expense								
8000 - STREET PROJECTS		0.00	0.00	77,000.00	77,000.00	0.00	-77,000.00	-100.00%
Total Expense:		0.00	0.00	77,000.00	77,000.00	0.00	-77,000.00	-100.00%
Total Fund: 371 - TRENCH CUT FUND:		773.80	0.00	-74,423.10	-77,000.00	0.00	77,000.00	-100.00%
Fund: 372 - IT RESERVE								
Revenue								
3720 - INFORMATION TECHNOLOGY		15,039.92	15,374.14	10,094.60	10,250.00	10,000.00	-250.00	-2.44%
Total Revenue:		15,039.92	15,374.14	10,094.60	10,250.00	10,000.00	-250.00	-2.44%
Expense								
3720 - INFORMATION TECHNOLOGY		23,063.29	7,498.19	23,800.79	26,000.00	10,000.00	-16,000.00	-61.54%
Total Expense:		23,063.29	7,498.19	23,800.79	26,000.00	10,000.00	-16,000.00	-61.54%
Total Fund: 372 - IT RESERVE:		-8,023.37	7,875.95	-13,706.19	-15,750.00	0.00	15,750.00	-100.00%

Budget Comparison Report

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
Departmen...	2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Fund: 374 - DIABILITY ACCESS AND EDUCATION							
Revenue							
3740 - DISABILITY ACCESS AND EDUCATION	54.72	1,145.70	259.92	1,050.00	1,050.00	0.00	0.00%
Total Revenue:	54.72	1,145.70	259.92	1,050.00	1,050.00	0.00	0.00%
Total Fund: 374 - DIABILITY ACCESS AND EDUCATION:	54.72	1,145.70	259.92	1,050.00	1,050.00	0.00	0.00%
Fund: 383 - VEHICLE ABATEMENT							
Revenue							
3830 - VEHICLE ABATEMENT	8,154.92	9,683.92	22,349.67	17,500.00	15,000.00	-2,500.00	-14.29%
Total Revenue:	8,154.92	9,683.92	22,349.67	17,500.00	15,000.00	-2,500.00	-14.29%
Expense							
3830 - VEHICLE ABATEMENT	9,000.00	9,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00%
Total Expense:	9,000.00	9,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00%
Total Fund: 383 - VEHICLE ABATEMENT:	-845.08	683.92	12,349.67	7,500.00	5,000.00	-2,500.00	-33.33%
Fund: 384 - SUPPLEMENTAL LAW ENFORCEMENT SERVICE FUND							
Revenue							
3840 - SUPPLEMENTAL LAW ENFORCEMENT	140,451.60	149,590.60	188,669.72	150,500.00	150,200.00	-300.00	-0.20%
Total Revenue:	140,451.60	149,590.60	188,669.72	150,500.00	150,200.00	-300.00	-0.20%
Expense							
3840 - SUPPLEMENTAL LAW ENFORCEMENT	88,212.30	60,084.40	126,323.95	196,156.00	191,510.00	-4,646.00	-2.37%
Total Expense:	88,212.30	60,084.40	126,323.95	196,156.00	191,510.00	-4,646.00	-2.37%
Total Fund: 384 - SUPPLEMENTAL LAW ENFORCEMENT SERVICE F...	52,239.30	89,506.20	62,345.77	-45,656.00	-41,310.00	4,346.00	-9.52%
Fund: 392 - 94-STBG-799 HOUSING REHAB							
Revenue							
3900 - HOUSING	861.87	2,841.09	2,600.91	600.00	200.00	-400.00	-66.67%
Total Revenue:	861.87	2,841.09	2,600.91	600.00	200.00	-400.00	-66.67%
Total Fund: 392 - 94-STBG-799 HOUSING REHAB:	861.87	2,841.09	2,600.91	600.00	200.00	-400.00	-66.67%
Fund: 393 - HOME PROGRAM GRANT FTHBS							
Revenue							
3900 - HOUSING	2.10	0.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue:	2.10	0.00	0.00	0.00	0.00	0.00	0.00%
Total Fund: 393 - HOME PROGRAM GRANT FTHBS:	2.10	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 394 - 96-STBG-1013 REHAB							
Revenue							
3900 - HOUSING	8,669.77	808.72	774.60	600.00	100.00	-500.00	-83.33%
Total Revenue:	8,669.77	808.72	774.60	600.00	100.00	-500.00	-83.33%

Budget Comparison Report

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
Departmen...	2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Expense							
3900 - HOUSING	-20.00	15.00	15.00	0.00	0.00	0.00	0.00%
Total Expense:	-20.00	15.00	15.00	0.00	0.00	0.00	0.00%
Total Fund: 394 - 96-STBG-1013 REHAB:	8,689.77	793.72	759.60	600.00	100.00	-500.00	-83.33%
Fund: 410 - LOCAL TRANSPORATION							
Revenue							
8000 - STREET PROJECTS	115.99	0.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue:	115.99	0.00	0.00	0.00	0.00	0.00	0.00%
Expense							
8000 - STREET PROJECTS	35,012.92	16,123.97	20,000.00	20,000.00	20,000.00	0.00	0.00%
Total Expense:	35,012.92	16,123.97	20,000.00	20,000.00	20,000.00	0.00	0.00%
Total Fund: 410 - LOCAL TRANSPORATION:	-34,896.93	-16,123.97	-20,000.00	-20,000.00	-20,000.00	0.00	0.00%
Fund: 415 - LOCAL TRANSPORATION NON MOTORIZED							
Revenue							
8000 - STREET PROJECTS	0.00	12,062.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue:	0.00	12,062.00	0.00	0.00	0.00	0.00	0.00%
Expense							
8000 - STREET PROJECTS	0.00	5,925.00	0.00	0.00	0.00	0.00	0.00%
Total Expense:	0.00	5,925.00	0.00	0.00	0.00	0.00	0.00%
Total Fund: 415 - LOCAL TRANSPORATION NON MOTORIZED:	0.00	6,137.00	0.00	0.00	0.00	0.00	0.00%
Fund: 420 - TRANSPORTATION STREET PROJECTS							
Revenue							
8000 - STREET PROJECTS	52,762.72	40,000.00	0.00	100,000.00	564,680.00	464,680.00	464.68%
Total Revenue:	52,762.72	40,000.00	0.00	100,000.00	564,680.00	464,680.00	464.68%
Expense							
8000 - STREET PROJECTS	42,165.52	11,861.02	12,616.14	66,428.98	564,680.00	498,251.02	750.05%
Total Expense:	42,165.52	11,861.02	12,616.14	66,428.98	564,680.00	498,251.02	750.05%
Total Fund: 420 - TRANSPORTATION STREET PROJECTS:	10,597.20	28,138.98	-12,616.14	33,571.02	0.00	-33,571.02	-100.00%
Fund: 425 - PUBLIC WORKS STREET PROJECTS - CDBG							
Revenue							
8000 - STREET PROJECTS	65,971.17	345,335.19	2,217.50	379,000.00	435,362.00	56,362.00	14.87%
Total Revenue:	65,971.17	345,335.19	2,217.50	379,000.00	435,362.00	56,362.00	14.87%
Expense							
8000 - STREET PROJECTS	79,650.00	342,944.62	15,683.68	379,000.00	435,362.00	56,362.00	14.87%

Budget Comparison Report

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
Departmen...		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)
	Total Expense:	79,650.00	342,944.62	15,683.68	379,000.00	435,362.00	56,362.00
	Total Fund: 425 - PUBLIC WORKS STREET PROJECTS - CDBG:	-13,678.83	2,390.57	-13,466.18	0.00	0.00	0.00
Fund: 450 - STORM DRAIN DEV IMPACT FEE							
Revenue							
	7000 - CAPITAL PROJECTS	34,232.07	9,891.65	80,241.80	68,376.00	67,476.00	-900.00
	Total Revenue:	34,232.07	9,891.65	80,241.80	68,376.00	67,476.00	-900.00
Expense							
	7000 - CAPITAL PROJECTS	0.00	0.00	0.00	1,863.00	0.00	-1,863.00
	Total Expense:	0.00	0.00	0.00	1,863.00	0.00	-1,863.00
	Total Fund: 450 - STORM DRAIN DEV IMPACT FEE:	34,232.07	9,891.65	80,241.80	66,513.00	67,476.00	963.00
Fund: 451 - PUBLIC FACILITY DEV IMPACT FEE							
Revenue							
	7000 - CAPITAL PROJECTS	43,169.74	18,565.14	99,295.43	85,630.00	83,130.00	-2,500.00
	Total Revenue:	43,169.74	18,565.14	99,295.43	85,630.00	83,130.00	-2,500.00
Expense							
	7000 - CAPITAL PROJECTS	158,023.55	4,796.89	2,086.98	75,363.00	72,394.00	-2,969.00
	Total Expense:	158,023.55	4,796.89	2,086.98	75,363.00	72,394.00	-2,969.00
	Total Fund: 451 - PUBLIC FACILITY DEV IMPACT FEE:	-114,853.81	13,768.25	97,208.45	10,267.00	10,736.00	469.00
Fund: 452 - PUBLIC FACILITY STREETS DEV IMPACT FEE							
Revenue							
	8000 - STREET PROJECTS	55,847.13	18,938.13	128,098.26	111,694.00	111,694.00	0.00
	Total Revenue:	55,847.13	18,938.13	128,098.26	111,694.00	111,694.00	0.00
Expense							
	8000 - STREET PROJECTS	0.00	1,178.13	867.14	1,863.00	0.00	-1,863.00
	Total Expense:	0.00	1,178.13	867.14	1,863.00	0.00	-1,863.00
	Total Fund: 452 - PUBLIC FACILITY STREETS DEV IMPACT FEE:	55,847.13	17,760.00	127,231.12	109,831.00	111,694.00	1,863.00
Fund: 453 - PARK DEV IMPACT FEE							
Revenue							
	7000 - CAPITAL PROJECTS	30,016.53	7,109.69	71,201.58	60,174.00	59,174.00	-1,000.00
	Total Revenue:	30,016.53	7,109.69	71,201.58	60,174.00	59,174.00	-1,000.00
Expense							
	7000 - CAPITAL PROJECTS	0.00	1,178.13	5,767.14	7,863.00	0.00	-7,863.00
	Total Expense:	0.00	1,178.13	5,767.14	7,863.00	0.00	-7,863.00
	Total Fund: 453 - PARK DEV IMPACT FEE:	30,016.53	5,931.56	65,434.44	52,311.00	59,174.00	6,863.00

Budget Comparison Report

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
Departmen...	2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
Fund: 454 - PARKLAND IN LIEU							
Revenue							
7000 - CAPITAL PROJECTS	22,894.62	5,650.68	53,215.28	44,302.00	43,802.00	-500.00	-1.13%
Total Revenue:	22,894.62	5,650.68	53,215.28	44,302.00	43,802.00	-500.00	-1.13%
Expense							
7000 - CAPITAL PROJECTS	0.00	301,006.33	867.14	1,863.00	0.00	-1,863.00	-100.00%
Total Expense:	0.00	301,006.33	867.14	1,863.00	0.00	-1,863.00	-100.00%
Total Fund: 454 - PARKLAND IN LIEU:	22,894.62	-295,355.65	52,348.14	42,439.00	43,802.00	1,363.00	3.21%
Fund: 520 - RDA SUCCESSOR AGENCY							
Revenue							
5210 - RDA SUCCESSOR AGENCY	317,219.00	317,658.67	352,355.30	287,900.00	287,900.00	0.00	0.00%
Total Revenue:	317,219.00	317,658.67	352,355.30	287,900.00	287,900.00	0.00	0.00%
Expense							
5210 - RDA SUCCESSOR AGENCY	207,055.44	220,492.71	286,289.00	291,500.00	291,500.00	0.00	0.00%
Total Expense:	207,055.44	220,492.71	286,289.00	291,500.00	291,500.00	0.00	0.00%
Total Fund: 520 - RDA SUCCESSOR AGENCY:	110,163.56	97,165.96	66,066.30	-3,600.00	-3,600.00	0.00	0.00%
Fund: 530 - BRITTANY WOODS- LLD							
Revenue							
3405 - BRITTANY WOODS	0.00	0.00	18,837.35	8,018.00	8,018.00	0.00	0.00%
Total Revenue:	0.00	0.00	18,837.35	8,018.00	8,018.00	0.00	0.00%
Expense							
3405 - BRITTANY WOODS	0.00	0.00	7,514.16	12,424.00	12,424.00	0.00	0.00%
Total Expense:	0.00	0.00	7,514.16	12,424.00	12,424.00	0.00	0.00%
Total Fund: 530 - BRITTANY WOODS- LLD:	0.00	0.00	11,323.19	-4,406.00	-4,406.00	0.00	0.00%
Fund: 531 - CENTRAL HUGHSON 2- LLD							
Revenue							
3410 - CENTRAL HUGHSON 2	0.00	0.00	55,075.76	14,576.00	14,576.00	0.00	0.00%
Total Revenue:	0.00	0.00	55,075.76	14,576.00	14,576.00	0.00	0.00%
Expense							
3410 - CENTRAL HUGHSON 2	0.00	0.00	4,914.04	10,967.00	10,967.00	0.00	0.00%
Total Expense:	0.00	0.00	4,914.04	10,967.00	10,967.00	0.00	0.00%
Total Fund: 531 - CENTRAL HUGHSON 2- LLD:	0.00	0.00	50,161.72	3,609.00	3,609.00	0.00	0.00%

Budget Comparison Report

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
				2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)
Departmen...							
Fund: 532 - FEATHERS GLEN LLD							
Revenue							
3415 - FEATHERS GLEN		0.00	0.00	42,531.99	18,670.00	18,670.00	0.00
Total Revenue:		0.00	0.00	42,531.99	18,670.00	18,670.00	0.00
Expense							
3415 - FEATHERS GLEN		0.00	0.00	12,995.72	23,937.00	23,937.00	0.00
Total Expense:		0.00	0.00	12,995.72	23,937.00	23,937.00	0.00
Total Fund: 532 - FEATHERS GLEN LLD:		0.00	0.00	29,536.27	-5,267.00	-5,267.00	0.00
Fund: 533 - FONTANA RANCH NORTH- LLD							
Revenue							
3420 - FONTANA RANCH NORTH		0.00	0.00	50,650.57	22,703.00	22,703.00	0.00
Total Revenue:		0.00	0.00	50,650.57	22,703.00	22,703.00	0.00
Expense							
3420 - FONTANA RANCH NORTH		0.00	0.00	11,146.61	17,789.00	17,789.00	0.00
Total Expense:		0.00	0.00	11,146.61	17,789.00	17,789.00	0.00
Total Fund: 533 - FONTANA RANCH NORTH- LLD:		0.00	0.00	39,503.96	4,914.00	4,914.00	0.00
Fund: 534 - FONTANA RANCH SOUTH- LLD							
Revenue							
3425 - FONTANA RANCH SOUTH		0.00	0.00	-22,438.86	14,492.00	14,492.00	0.00
Total Revenue:		0.00	0.00	-22,438.86	14,492.00	14,492.00	0.00
Expense							
3425 - FONTANA RANCH SOUTH		0.00	0.00	9,630.62	13,322.00	13,322.00	0.00
Total Expense:		0.00	0.00	9,630.62	13,322.00	13,322.00	0.00
Total Fund: 534 - FONTANA RANCH SOUTH- LLD:		0.00	0.00	-32,069.48	1,170.00	1,170.00	0.00
Fund: 535 - RHAPSODY I - LLD							
Revenue							
3430 - RHAPSODY 1		0.00	0.00	16,295.95	6,749.00	6,749.00	0.00
Total Revenue:		0.00	0.00	16,295.95	6,749.00	6,749.00	0.00
Expense							
3430 - RHAPSODY 1		0.00	0.00	5,206.35	8,889.00	8,889.00	0.00
Total Expense:		0.00	0.00	5,206.35	8,889.00	8,889.00	0.00
Total Fund: 535 - RHAPSODY I - LLD:		0.00	0.00	11,089.60	-2,140.00	-2,140.00	0.00

Budget Comparison Report

					Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%			
					2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)			
Departmen...											
Fund: 536 - RHAPSODY 2- LLD											
Revenue											
3435 - RHAPSODY 2					0.00	0.00	25,058.51	13,830.00	13,830.00	0.00	0.00%
Total Revenue:					0.00	0.00	25,058.51	13,830.00	13,830.00	0.00	0.00%
Expense											
3435 - RHAPSODY 2					0.00	0.00	5,011.77	11,597.00	11,597.00	0.00	0.00%
Total Expense:					0.00	0.00	5,011.77	11,597.00	11,597.00	0.00	0.00%
Total Fund: 536 - RHAPSODY 2- LLD:					0.00	0.00	20,046.74	2,233.00	2,233.00	0.00	0.00%
Fund: 537 - SANTA FE ESTATES 1 - LLD											
Revenue											
3440 - SANTA FE ESTATES 1					0.00	0.00	-31,916.94	7,220.00	7,220.00	0.00	0.00%
Total Revenue:					0.00	0.00	-31,916.94	7,220.00	7,220.00	0.00	0.00%
Expense											
3440 - SANTA FE ESTATES 1					0.00	0.00	11,923.53	21,019.00	21,019.00	0.00	0.00%
Total Expense:					0.00	0.00	11,923.53	21,019.00	21,019.00	0.00	0.00%
Total Fund: 537 - SANTA FE ESTATES 1 - LLD:					0.00	0.00	-43,840.47	-13,799.00	-13,799.00	0.00	0.00%
Fund: 538 - SANTA FE ESTATES 2 - LLD											
Revenue											
3445 - SANTA FE ESTATES 2					0.00	0.00	-13,241.41	6,610.00	6,610.00	0.00	0.00%
Total Revenue:					0.00	0.00	-13,241.41	6,610.00	6,610.00	0.00	0.00%
Expense											
3445 - SANTA FE ESTATES 2					0.00	0.00	9,697.05	20,501.00	20,501.00	0.00	0.00%
Total Expense:					0.00	0.00	9,697.05	20,501.00	20,501.00	0.00	0.00%
Total Fund: 538 - SANTA FE ESTATES 2 - LLD:					0.00	0.00	-22,938.46	-13,891.00	-13,891.00	0.00	0.00%
Fund: 539 - STARN ESTATES - LLD											
Revenue											
3450 - STARN ESTATES					0.00	0.00	32,869.00	7,645.00	7,645.00	0.00	0.00%
Total Revenue:					0.00	0.00	32,869.00	7,645.00	7,645.00	0.00	0.00%
Expense											
3450 - STARN ESTATES					0.00	0.00	4,897.00	8,349.00	8,349.00	0.00	0.00%
Total Expense:					0.00	0.00	4,897.00	8,349.00	8,349.00	0.00	0.00%
Total Fund: 539 - STARN ESTATES - LLD:					0.00	0.00	27,972.00	-704.00	-704.00	0.00	0.00%

Budget Comparison Report

					Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)
Departmen...								
Fund: 540 - STERLING GLEN 3 - LLD								
Revenue								
3455 - STERLING GLEN 3		0.00	0.00	58,958.05	21,704.00	21,704.00	0.00	0.00%
Total Revenue:		0.00	0.00	58,958.05	21,704.00	21,704.00	0.00	0.00%
Expense								
3455 - STERLING GLEN 3		0.00	0.00	11,173.20	21,917.78	22,077.00	159.22	0.73%
Total Expense:		0.00	0.00	11,173.20	21,917.78	22,077.00	159.22	0.73%
Total Fund: 540 - STERLING GLEN 3 - LLD:		0.00	0.00	47,784.85	-213.78	-373.00	-159.22	74.48%
Fund: 541 - SUNGLOW - LLD								
Revenue								
3460 - SUNGLOW		0.00	0.00	38,177.43	9,631.00	9,631.00	0.00	0.00%
Total Revenue:		0.00	0.00	38,177.43	9,631.00	9,631.00	0.00	0.00%
Expense								
3460 - SUNGLOW		0.00	0.00	6,130.25	11,400.00	11,400.00	0.00	0.00%
Total Expense:		0.00	0.00	6,130.25	11,400.00	11,400.00	0.00	0.00%
Total Fund: 541 - SUNGLOW - LLD:		0.00	0.00	32,047.18	-1,769.00	-1,769.00	0.00	0.00%
Fund: 542 - WALNUT HAVEN 3 - LLD								
Revenue								
3465 - WALNUT HAVEN 3		0.00	0.00	12,285.97	5,922.00	5,922.00	0.00	0.00%
Total Revenue:		0.00	0.00	12,285.97	5,922.00	5,922.00	0.00	0.00%
Expense								
3465 - WALNUT HAVEN 3		0.00	0.00	5,617.69	11,761.00	11,761.00	0.00	0.00%
Total Expense:		0.00	0.00	5,617.69	11,761.00	11,761.00	0.00	0.00%
Total Fund: 542 - WALNUT HAVEN 3 - LLD:		0.00	0.00	6,668.28	-5,839.00	-5,839.00	0.00	0.00%
Fund: 550 - CENTRAL HUGHSON 2 - BAD								
Revenue								
3505 - CENTRAL HUGHSON 2		0.00	0.00	74,460.19	8,298.00	8,298.00	0.00	0.00%
Total Revenue:		0.00	0.00	74,460.19	8,298.00	8,298.00	0.00	0.00%
Expense								
3505 - CENTRAL HUGHSON 2		0.00	0.00	7,040.11	15,833.00	15,833.00	0.00	0.00%
Total Expense:		0.00	0.00	7,040.11	15,833.00	15,833.00	0.00	0.00%
Total Fund: 550 - CENTRAL HUGHSON 2 - BAD:		0.00	0.00	67,420.08	-7,535.00	-7,535.00	0.00	0.00%

Budget Comparison Report

					Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)
Departmen...								
Fund: 551 - FEATHERS GLEN - BAD								
Revenue								
3510 - FEATHERS GLEN		0.00	0.00	21,864.63	10,987.00	10,987.00	0.00	0.00%
Total Revenue:		0.00	0.00	21,864.63	10,987.00	10,987.00	0.00	0.00%
Expense								
3510 - FEATHERS GLEN		0.00	0.00	8,179.07	14,257.00	14,257.00	0.00	0.00%
Total Expense:		0.00	0.00	8,179.07	14,257.00	14,257.00	0.00	0.00%
Total Fund: 551 - FEATHERS GLEN - BAD:		0.00	0.00	13,685.56	-3,270.00	-3,270.00	0.00	0.00%
Fund: 552 - FONTANA RANCH NORTH BAD								
Revenue								
3515 - FONTANA RANCH NORTH		0.00	0.00	121,682.09	23,613.00	23,613.00	0.00	0.00%
Total Revenue:		0.00	0.00	121,682.09	23,613.00	23,613.00	0.00	0.00%
Expense								
3515 - FONTANA RANCH NORTH		0.00	0.00	5,597.78	28,173.00	28,173.00	0.00	0.00%
Total Expense:		0.00	0.00	5,597.78	28,173.00	28,173.00	0.00	0.00%
Total Fund: 552 - FONTANA RANCH NORTH BAD:		0.00	0.00	116,084.31	-4,560.00	-4,560.00	0.00	0.00%
Fund: 553 - FONTANA RANCH SOUTH - BAD								
Revenue								
3520 - FONTANA RANCH SOUTH		0.00	0.00	16,616.81	12,799.00	12,799.00	0.00	0.00%
Total Revenue:		0.00	0.00	16,616.81	12,799.00	12,799.00	0.00	0.00%
Expense								
3520 - FONTANA RANCH SOUTH		0.00	0.00	11,775.73	27,778.00	27,778.00	0.00	0.00%
Total Expense:		0.00	0.00	11,775.73	27,778.00	27,778.00	0.00	0.00%
Total Fund: 553 - FONTANA RANCH SOUTH - BAD:		0.00	0.00	4,841.08	-14,979.00	-14,979.00	0.00	0.00%
Fund: 554 - STERLING GLEN 3 - BAD								
Revenue								
3525 - STERLING GLEN 3		0.00	0.00	55,988.74	14,940.00	14,940.00	0.00	0.00%
Total Revenue:		0.00	0.00	55,988.74	14,940.00	14,940.00	0.00	0.00%
Expense								
3525 - STERLING GLEN 3		0.00	0.00	8,435.98	15,885.00	15,885.00	0.00	0.00%
Total Expense:		0.00	0.00	8,435.98	15,885.00	15,885.00	0.00	0.00%
Total Fund: 554 - STERLING GLEN 3 - BAD:		0.00	0.00	47,552.76	-945.00	-945.00	0.00	0.00%

Budget Comparison Report

					Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2019-2020 YTD Activity Through Jun	2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)
Departmen...								
Fund: 560 - PROVINCE PLACE COMMUNITY FACILITIES DISTRICT								
Revenue								
3605 - PROVINCE PLACE		0.00	0.00	18,098.51	10,794.00	10,794.00	0.00	0.00%
Total Revenue:		0.00	0.00	18,098.51	10,794.00	10,794.00	0.00	0.00%
Expense								
3605 - PROVINCE PLACE		0.00	0.00	1,808.40	12,180.00	12,180.00	0.00	0.00%
Total Expense:		0.00	0.00	1,808.40	12,180.00	12,180.00	0.00	0.00%
Total Fund: 560 - PROVINCE PLACE COMMUNITY FACILITIES DISTR..		0.00	0.00	16,290.11	-1,386.00	-1,386.00	0.00	0.00%
Report Total:		2,664,205.07	1,638,477.01	2,384,723.39	2,641,571.24	3,112,394.00	470,822.76	17.82%

Fund	2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
				2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
210 - SEWER	311,203.05	34,330.16	-323,122.68	-464,882.00	-370,201.00	94,681.00	-20.37%
215 - SEWER FIXED ASSET REPLACEMENT	-540,607.45	-742,585.73	263,773.68	239,150.00	249,850.00	10,700.00	4.47%
220 - SEWER DEV IMPACT FEE	126,088.10	29,308.10	289,827.68	245,626.00	243,599.00	-2,027.00	-0.83%
225 - WWTP EXPANSION	1,451,561.36	1,527,085.00	1,558,420.23	1,535,763.00	1,497,013.00	-38,750.00	-2.52%
240 - WATER	394,081.45	1,339,814.25	948,691.30	620,083.00	736,039.00	115,956.00	18.70%
245 - WATER TCP123	13,115.00	0.00	109.17	0.00	0.00	0.00	0.00%
250 - WATER DEV IMPACT FEE	44,517.04	9,111.91	110,983.49	90,974.00	92,837.00	1,863.00	2.05%
255 - WATER FIXED ASSET REPLACEMENT	352,622.37	-555,682.63	-1,583,182.93	189,082.00	186,482.00	-2,600.00	-1.38%
270 - COMMUNITY/SENIOR CENTER	-16,505.85	-22,638.36	3,402.05	0.00	5,930.00	5,930.00	0.00%
280 - USF COMMUNITY CENTER	-793.98	-159.31	-1,546.47	-3,420.00	-5,945.00	-2,525.00	73.83%
310 - GARBAGE	10,445.09	-6,880.31	12,652.51	0.00	0.00	0.00	0.00%
320 - GAS TAX 2103	17,581.74	16,193.50	-10,369.31	26,446.00	27,237.00	791.00	2.99%
321 - GAS TAX 2105	13,257.26	14,714.70	19,992.32	9,975.00	9,495.00	-480.00	-4.81%
322 - GAS TAX 2106	4,640.79	5,410.80	4,428.86	0.00	-15,142.00	-15,142.00	0.00%
323 - GAS TAX 2107	1,130.05	8,551.18	10,207.56	8,128.00	3,121.00	-5,007.00	-61.60%
324 - GAS TAX 2107.5	0.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00%
325 - MEASURE L SALES TAX - ROADS	292,611.86	-114,379.01	158,096.49	85,720.00	253,261.00	167,541.00	195.45%
326 - SB 1-ROADS MAINTENANCE REHABILIT...	50,143.05	121,411.12	19,321.20	-56,648.00	10,257.00	66,905.00	-118.11%
370 - COMMUNITY ENHANCEMENT DEV IM...	11,269.49	1,320.71	26,462.79	20,676.00	22,176.00	1,500.00	7.25%
371 - TRENCH CUT FUND	773.80	0.00	-74,423.10	-77,000.00	0.00	77,000.00	-100.00%
372 - IT RESERVE	-8,023.37	7,875.95	-13,706.19	-15,750.00	0.00	15,750.00	-100.00%
374 - DIABILITY ACCESS AND EDUCATION	54.72	1,145.70	259.92	1,050.00	1,050.00	0.00	0.00%
383 - VEHICLE ABATEMENT	-845.08	683.92	12,349.67	7,500.00	5,000.00	-2,500.00	-33.33%
384 - SUPPLEMENTAL LAW ENFORCEMENT S...	52,239.30	89,506.20	62,345.77	-45,656.00	-41,310.00	4,346.00	-9.52%
392 - 94-STBG-799 HOUSING REHAB	861.87	2,841.09	2,600.91	600.00	200.00	-400.00	-66.67%
393 - HOME PROGRAM GRANT FTHBS	2.10	0.00	0.00	0.00	0.00	0.00	0.00%
394 - 96-STBG-1013 REHAB	8,689.77	793.72	759.60	600.00	100.00	-500.00	-83.33%
410 - LOCAL TRANSPORATION	-34,896.93	-16,123.97	-20,000.00	-20,000.00	-20,000.00	0.00	0.00%
415 - LOCAL TRANSPORATION NON MOTORI...	0.00	6,137.00	0.00	0.00	0.00	0.00	0.00%
420 - TRANSPORTATION STREET PROJECTS	10,597.20	28,138.98	-12,616.14	33,571.02	0.00	-33,571.02	-100.00%
425 - PUBLIC WORKS STREET PROJECTS - CD...	-13,678.83	2,390.57	-13,466.18	0.00	0.00	0.00	0.00%
450 - STORM DRAIN DEV IMPACT FEE	34,232.07	9,891.65	80,241.80	66,513.00	67,476.00	963.00	1.45%
451 - PUBLIC FACILITY DEV IMPACT FEE	-114,853.81	13,768.25	97,208.45	10,267.00	10,736.00	469.00	4.57%
452 - PUBLIC FACILITY STREETS DEV IMPACT ...	55,847.13	17,760.00	127,231.12	109,831.00	111,694.00	1,863.00	1.70%
453 - PARK DEV IMPACT FEE	30,016.53	5,931.56	65,434.44	52,311.00	59,174.00	6,863.00	13.12%
454 - PARKLAND IN LIEU	22,894.62	-295,355.65	52,348.14	42,439.00	43,802.00	1,363.00	3.21%
520 - RDA SUCCESSOR AGENCY	110,163.56	97,165.96	66,066.30	-3,600.00	-3,600.00	0.00	0.00%
530 - BRITTANY WOODS- LLD	0.00	0.00	11,323.19	-4,406.00	-4,406.00	0.00	0.00%

Budget Comparison Report

Fund			2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
				2019-2020 MID YEAR	2020-2021 PRELIMINARY 20- 21	Increase / (Decrease)	
531 - CENTRAL HUGHSON 2- LLD	0.00	0.00	50,161.72	3,609.00	3,609.00	0.00	0.00%
532 - FEATHERS GLEN LLD	0.00	0.00	29,536.27	-5,267.00	-5,267.00	0.00	0.00%
533 - FONTANA RANCH NORTH- LLD	0.00	0.00	39,503.96	4,914.00	4,914.00	0.00	0.00%
534 - FONTANA RANCH SOUTH- LLD	0.00	0.00	-32,069.48	1,170.00	1,170.00	0.00	0.00%
535 - RHAPSODY I - LLD	0.00	0.00	11,089.60	-2,140.00	-2,140.00	0.00	0.00%
536 - RHAPSODY 2- LLD	0.00	0.00	20,046.74	2,233.00	2,233.00	0.00	0.00%
537 - SANTA FE ESTATES 1 - LLD	0.00	0.00	-43,840.47	-13,799.00	-13,799.00	0.00	0.00%
538 - SANTA FE ESTATES 2 - LLD	0.00	0.00	-22,938.46	-13,891.00	-13,891.00	0.00	0.00%
539 - STARN ESTATES - LLD	0.00	0.00	27,972.00	-704.00	-704.00	0.00	0.00%
540 - STERLING GLEN 3 - LLD	0.00	0.00	47,784.85	-213.78	-373.00	-159.22	74.48%
541 - SUNGLOW - LLD	0.00	0.00	32,047.18	-1,769.00	-1,769.00	0.00	0.00%
542 - WALNUT HAVEN 3 - LLD	0.00	0.00	6,668.28	-5,839.00	-5,839.00	0.00	0.00%
550 - CENTRAL HUGHSON 2 - BAD	0.00	0.00	67,420.08	-7,535.00	-7,535.00	0.00	0.00%
551 - FEATHERS GLEN - BAD	0.00	0.00	13,685.56	-3,270.00	-3,270.00	0.00	0.00%
552 - FONTANA RANCH NORTH BAD	0.00	0.00	116,084.31	-4,560.00	-4,560.00	0.00	0.00%
553 - FONTANA RANCH SOUTH - BAD	0.00	0.00	4,841.08	-14,979.00	-14,979.00	0.00	0.00%
554 - STERLING GLEN 3 - BAD	0.00	0.00	47,552.76	-945.00	-945.00	0.00	0.00%
560 - PROVINCE PLACE COMMUNITY FACILIT...	0.00	0.00	16,290.11	-1,386.00	-1,386.00	0.00	0.00%
Report Total:	2,664,205.07	1,638,477.01	2,384,723.39	2,641,571.24	3,112,394.00	470,822.76	17.82%



Pooled Cash Report

Hughson

For the Period Ending 6/30/2020

EXHIBIT C

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
001-10001	CLAIM ON CASH	0.00	0.00	0.00
100-10001	CLAIM ON CASH-GENERAL	2,672,045.72	406,597.24	3,078,642.96
105-10001	CLAIM ON CASH - CONTINGENCY RESERVE	976,379.68	(57.24)	976,322.44
110-10001	CLAIM ON CASH -FIXED ASSETS	0.00	0.00	0.00
210-10001	CLAIM ON CASH -SEWER	3,183,761.59	(384,086.16)	2,799,675.43
215-10001	CLAIM ON CASH -SEWER FIXED ASSET REPLACEMENT	4,647,684.19	56,941.16	4,704,625.35
220-10001	CLAIM ON CASH -SEWER DEV IMPACT FEE	1,804,288.68	31,959.34	1,836,248.02
225-10001	CLAIM ON CASH -WWTP EXPANSION	(248,937.45)	438,025.12	189,087.67
240-10001	CLAIM ON CASH -WATER	2,100,250.15	28,638.56	2,128,888.71
245-10001	CLAIM ON CASH -WATER TCP123	(5,464.47)	0.00	(5,464.47)
250-10001	CLAIM ON CASH -WATER DEV IMPACT FEE	(10,725.97)	11,409.00	683.03
255-10001	CLAIM ON CASH -WATER FIXED ASSET REPLACEMENT	(447,305.01)	(202,704.00)	(650,009.01)
270-10001	CLAIM ON CASH -COMMUNITY/SENIOR CENTER	8,429.47	226.03	8,655.50
280-10001	CLAIM ON CASH -USF COMMUNITY CENTER	(718.90)	(1,055.60)	(1,774.50)
310-10001	CLAIM ON CASH -GARBAGE	96,869.06	42,050.13	138,919.19
320-10001	CLAIM ON CASH -GAS TAX 2103	158,926.05	(17,719.72)	141,206.33
321-10001	CLAIM ON CASH -GAS TAX 2105	59,367.51	669.45	60,036.96
322-10001	CLAIM ON CASH -GAS TAX 2106	(1,752.60)	19,891.07	18,138.47
323-10001	CLAIM ON CASH -GAS TAX 2107	41,033.55	4,521.96	45,555.51
324-10001	CLAIM ON CASH -GAS TAX 2107.5	1,922.14	(250.00)	1,672.14
325-10001	CLAIM ON CASH-MEASURE L SALES TAX - ROADS	460,818.93	(124,489.59)	336,329.34
326-10001	CLAIM ON CASH-SB 1-RDS MAINTENANCE REHAB	291,605.68	(93,952.85)	197,652.83
340-10001	CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT	0.00	0.00	0.00
350-10001	CLAIM ON CASH-BENEFIT ASSESSMENT DISTRICT	0.00	0.00	0.00
360-10001	CLAIM ON CASH-COMMUNITY FACILITIES DISTRICTS	0.00	0.00	0.00
370-10001	CLAIM ON CASH -COMMUNITY ENHANCEMENT DEV II	149,262.53	3,015.07	152,277.60
371-10001	CLAIM ON CASH - TRENCH CUT FUND	516.70	2,460.10	2,976.80
372-10001	CLAIM ON CASH - IT RESERVE	95,846.75	2,500.00	98,346.75
373-10001	CLAIM ON CASH - SELF-INSURANCE	73,303.49	0.00	73,303.49
374-10001	CLAIM ON CASH - DISABILITY ACCESS AND EDUCATIOI	1,327.02	22.52	1,349.54
381-10001	CLAIM ON CASH-AB109 PUBLIC SAFETY	35,722.29	0.00	35,722.29
382-10001	CLAIM ON CASH-ASSET FORFEITURE	1,660.43	0.00	1,660.43
383-10001	CLAIM ON CASH-VEHICLE ABATEMENT	26,078.34	3,215.84	29,294.18
384-10001	CLAIM ON CASH-SUPPLEMENTAL LAW ENFORCEMEN	279,120.81	3,489.33	282,610.14
385-10001	CLAIM ON CASH-FEDERAL FUNDED OFFICER FUND	6,620.00	0.00	6,620.00
390-10001	CLAIM ON CAHSH-98-EDBG-605 BUSINESS ASSISTANC	93,595.60	0.00	93,595.60
391-10001	CLAIM ON CASH-96-EDBG-438	403.43	0.00	403.43
392-10001	CLAIM ON CASH-94-STBG-799 HOUSING REHAB	226,473.64	562.75	227,036.39
393-10001	CLAIM ON CASH-HOME PROGRAM GRANT FTHBS	35,043.29	0.00	35,043.29
394-10001	CLAIM ON CASH-96-STBG-1013 REHAB	211,020.23	(12.37)	211,007.86
395-10001	CLAIM ON CASH-CalHOME REHAB	40,000.00	0.00	40,000.00
410-10001	CLAIM ON CASH-LOCAL TRANSPORATION	71,671.34	(20,000.00)	51,671.34
415-10001	CLAIM ON CASH-LOCAL TRANSPORTATION NON MOTC	13,219.00	0.00	13,219.00
420-10001	CLAIM ON CASH-TRANSPORTATION STREET PROJECTS	(234,833.89)	(771.25)	(235,605.14)
425-10001	CLAIM ON CASH-PUBLIC WORKS STREET PROJECTS - C	(12,096.48)	(5,025.28)	(17,121.76)
450-10001	CLAIM ON CASH-STORM DRAIN DEV IMPACT FEE	487,573.39	8,412.92	495,986.31
451-10001	CLAIM ON CASH-PUBLIC FACILITY DEV IMPACT FEE	1,378,184.48	9,068.66	1,387,253.14
452-10001	CLAIM ON CASH-PUBLIC FACILITY STREETS DEV IMPAC	43,247.76	12,303.00	55,550.76
453-10001	CLAIM ON CASH-PARK DEV IMPACT FEE	521,894.27	7,969.93	529,864.20
454-10001	CLAIM ON CASH-PARKLAND IN LIEU	408,366.88	5,948.71	414,315.59
510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	85,600.81	(9,995.48)	75,605.33
520-10001	CLAIM ON CASH-RDA SUCCESSOR AGENCY	378,535.14	14,603.95	393,139.09
521-10001	CLAIM ON CASH-RDA FIX ASSETS	0.00	0.00	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
530-10001	CLAIM ON CASH- LANDSCAPE LIGHTING DISTRICT	12,282.89	(796.25)	11,486.64	
531-10001	CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT	50,910.85	(672.90)	50,237.95	
532-10001	CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT	31,035.27	(1,266.73)	29,768.54	
533-10001	CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT	41,661.73	(1,877.55)	39,784.18	
534-10001	CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT	(30,169.87)	(1,556.67)	(31,726.54)	
535-10001	CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT	11,885.65	(654.22)	11,231.43	
536-10001	CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT	20,947.97	(669.70)	20,278.27	
537-10001	CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT	(42,824.69)	(669.05)	(43,493.74)	
538-10001	CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT	(21,406.37)	(1,269.61)	(22,675.98)	
539-10001	CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT	28,811.14	(710.83)	28,100.31	
540-10001	CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT	49,657.85	(1,593.10)	48,064.75	
541-10001	CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT	33,076.82	(814.80)	32,262.02	
542-10001	CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT	7,611.66	(745.50)	6,866.16	
550-10001	CLAIM ON CASH-BENEFIT ASSESSMENT DISTRICT	71,566.87	(4,146.79)	67,420.08	
551-10001	CLAIM ON CASH-BENEFIT ASSESSMENT DISTRICT	14,999.81	(1,187.93)	13,811.88	
552-10001	CLAIM ON CASH-BENEFIT ASSESSMENT DISTRICT	117,721.88	(1,590.16)	116,131.72	
553-10001	CLAIM ON CASH-BENEFIT ASSESSMENT DISTRICT	6,912.52	(1,866.52)	5,046.00	
554-10001	CLAIM ON CASH-BENEFIT ASSESSMENT DISTRICT	49,070.49	(1,454.73)	47,615.76	
560-10001	CLAIM ON CASH-COMMUNITY FACILITIES DISTRICTS	17,851.79	(1,530.84)	16,320.95	
TOTAL CLAIM ON CASH		20,677,439.51	229,308.42	20,906,747.93	
CASH IN BANK					
Cash in Bank					
999-10000	CASH- GENERAL CHECKING (POOLED)	3,719,747.36	(974,410.56)	2,745,336.80	
999-10010	CASH IN BANK-MONEY MARKET	14,096,915.74	1,201,947.76	15,298,863.50	
999-10011	CASH IN BANK-MM 2	0.00	0.00	0.00	
999-10020	SECURITIES-REGULAR	1,155,061.96	(2,275.68)	1,152,786.28	
999-10030	SECURITIES-WWTP	1,621,498.80	4,046.90	1,625,545.70	
999-10050	CASH IN BANK -LAIF	42,174.90	0.00	42,174.90	
999-10060	REDEVELOPMENT AGENCY -LAIF	42,040.75	0.00	42,040.75	
TOTAL: Cash in Bank		20,677,439.51	229,308.42	20,906,747.93	
TOTAL CASH IN BANK		20,677,439.51	229,308.42	20,906,747.93	
DUE TO OTHER FUNDS					
999-20000	DUE TO OTHER FUNDS (POOLED CASH)	20,677,439.51	229,308.42	20,906,747.93	
TOTAL DUE TO OTHER FUNDS		20,677,439.51	229,308.42	20,906,747.93	
Claim on Cash	20,906,747.93	Claim on Cash	20,906,747.93	Cash in Bank	20,906,747.93
Cash in Bank	20,906,747.93	Due To Other Funds	20,906,747.93	Due To Other Funds	20,906,747.93
Difference	0.00	Difference	0.00	Difference	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>ACCOUNTS PAYABLE PENDING</u>				
001-20099	DUE TO -CLEARING FUND	0.00	0.00	0.00
100-20099	DUE TO-GENERAL	153,787.70	194,956.03	348,743.73
105-20099	DUE TO - CONTINGENCY RESERVE	0.00	0.00	0.00
110-20099	DUE TO -FIXED ASSETS	0.00	0.00	0.00
210-20099	DUE TO -SEWER	50,251.49	10,734.32	60,985.81
215-20099	DUE TO -SEWER FIXED ASSET REPLACEMENT	13,171.00	(13,171.00)	0.00
220-20099	DUE TO -SEWER DEV IMPACT FEE	0.00	0.00	0.00
225-20099	DUE TO -WWTP EXPANSION	0.00	0.00	0.00
240-20099	DUE TO -WATER	37,566.23	8,901.20	46,467.43
245-20099	DUE TO -WATER TCP123	0.00	0.00	0.00
250-20099	DUE TO -WATER DEV IMPACT FEE	0.00	0.00	0.00
255-20099	DUE TO -WATER FIXED ASSET REPLACEMENT	319,050.00	(214,121.80)	104,928.20
270-20099	DUE TO -COMMUNITY/SENIOR CENTER	393.97	1,090.29	1,484.26
280-20099	DUE TO -USF COMMUNITY CENTER	334.97	129.86	464.83
310-20099	DUE TO -GARBAGE	43,182.39	42,072.34	85,254.73
320-20099	DUE TO -GAS TAX 2103	0.00	0.00	0.00
321-20099	DUE TO -GAS TAX 2105	0.00	0.00	0.00
322-20099	DUE TO -GAS TAX 2106	3,451.56	54.02	3,505.58
323-20099	DUE TO -GAS TAX 2107	1,803.75	1,848.84	3,652.59
324-20099	DUE TO -GAS TAX 2107.5	0.00	0.00	0.00
325-20099	DUE TO-MEASURE L SALES TAX - ROADS	210,621.70	(210,621.70)	0.00
326-20099	DUE TO -SB 1-RDS MAINTENANCE REHAB	104,854.29	(98,076.83)	6,777.46
340-20099	DUE TO -LANDSCAPE LIGHTING DISTRICT	0.00	0.00	0.00
350-20099	DUE TO -BENEFIT ASSESSMENT DISTRICT	0.00	0.00	0.00
360-20099	DUE TO-COMMUNITY FACILITIES DISTRICTS	0.00	0.00	0.00
370-20099	DUE TO -COMMUNITY ENHANCEMENT DEV IMPACT I	0.00	0.00	0.00
371-20099	DUE TO - TRENCH CUT FUND	0.00	0.00	0.00
372-20099	DUE TO - IT RESERVE	0.00	0.00	0.00
373-20099	DUE TO - SELF-INSURANCE	0.00	0.00	0.00
374-20099	DUE TO - DIABILITY ACCESS AND EDUCATION	0.00	8.40	8.40
381-20099	DUE TO -AB109 PUBLIC SAFETY	0.00	0.00	0.00
382-20099	DUE TO -ASSET FORFEITURE	0.00	0.00	0.00
383-20099	DUE TO -VEHICLE ABATEMENT	0.00	0.00	0.00
384-20099	DUE TO -SUPPLEMENTAL LAW ENFORCEMENT SERV F	507.70	34.80	542.50
385-20099	DUE TO -FEDERAL FUNDED OFFICER FUND	0.00	0.00	0.00
390-20099	DUE TO -98-EDBG-605 BUSINESS ASSISTANCE	0.00	0.00	0.00
391-20099	DUE TO -96-EDBG-438	0.00	0.00	0.00
392-20099	DUE TO -94-STBG-799 HOUSING REHAB	0.00	0.00	0.00
393-20099	DUE TO -HOME PROGRAM GRANT FTHBS	0.00	0.00	0.00
394-20099	DUE TO -96-STBG-1013 REHAB	0.00	0.00	0.00
395-20099	DUE TO -CalHOME REHAB	0.00	0.00	0.00
410-20099	DUE TO -LOCAL TRANSPORATION	0.00	0.00	0.00
415-20099	DUE TO -LOCAL TRANSPORATION NON MOTORIZED	0.00	0.00	0.00
420-20099	DUE TO -LOCAL TRANSPORATION STREET PROJECTS	771.25	(771.25)	0.00
425-20099	DUE TO -LOCAL TRANSPORATION STREET PROJECTS-C	5,025.28	4,240.62	9,265.90
450-20099	DUE TO -STORM DRAIN DEV IMPACT FEE	0.00	0.00	0.00
451-20099	DUE TO -PUBLIC FACILITY DEV IMPACT FEE	0.00	0.00	0.00
452-20099	DUE TO -PUBLIC FACILITY STREETS DEV IMPACT FEE	0.00	0.00	0.00
453-20099	DUE TO -PARK DEV IMPACT FEE	0.00	0.00	0.00
454-20099	DUE TO -PARKLAND IN LIEU	0.00	0.00	0.00
510-20099	DUE TO -WATER/SEWER DEPOSIT	0.00	0.00	0.00
520-20099	DUE TO -RDA SUCCESSOR AGENCY	0.00	0.00	0.00
521-20099	DUE TO -RDA FIX ASSETS	0.00	0.00	0.00
TOTAL ACCOUNTS PAYABLE PENDING		944,773.28	(272,691.86)	672,081.42
<u>DUE FROM OTHER FUNDS</u>				
999-10100	DUE FROM- GENERAL	(153,787.70)	(194,956.03)	(348,743.73)
999-10101	DUE FROM-CLEARING ACCOUNT	0.00	0.00	0.00
999-10105	DUE FROM -CONTINGENCY RESERVE	0.00	0.00	0.00
999-10110	DUE FROM -FIXED ASSETS	0.00	0.00	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
999-10210	DUE FROM - SEWER	(50,251.49)	(10,734.32)	(60,985.81)
999-10215	DUE FROM -SEWER FIXED ASSET REPLACEMENT	(13,171.00)	13,171.00	0.00
999-10220	DUE FROM -SEWER DEV IMPACT FEE	0.00	0.00	0.00
999-10225	DUE FROM -WWTP EXPANSION	0.00	0.00	0.00
999-10240	DUE FROM - WATER	(37,566.23)	(8,901.20)	(46,467.43)
999-10245	DUE FROM -WATER TCP123	0.00	0.00	0.00
999-10250	DUE FROM -WATER TCP123	0.00	0.00	0.00
999-10255	DUE FROM -WATER FIXED ASSET REPLACEMENT	(319,050.00)	214,121.80	(104,928.20)
999-10270	DUE FROM -COMMUNITY/SENIOR CENTER	(393.97)	(1,090.29)	(1,484.26)
999-10280	DUE FROM -USF COMMUNITY CENTER	(334.97)	(129.86)	(464.83)
999-10310	DUE FROM -GARBAGE	(43,182.39)	(42,072.34)	(85,254.73)
999-10320	DUE FROM -GAS TAX 2103	0.00	0.00	0.00
999-10321	DUE FROM -GAS TAX 2105	0.00	0.00	0.00
999-10322	DUE FROM -GAS TAX 2106	(3,451.56)	(54.02)	(3,505.58)
999-10323	DUE FROM -GAS TAX 2107	(1,803.75)	(1,848.84)	(3,652.59)
999-10324	DUE FROM -GAS TAX 2107.5	0.00	0.00	0.00
999-10325	DUE FROM-MEASURE L SALES TAX - ROADS	(210,621.70)	210,621.70	0.00
999-10326	DUE FROM -SB 1-RDS MAINTENANCE REHAB	(104,854.29)	98,076.83	(6,777.46)
999-10340	DUE FROM -LANDSCAPE LIGHTING DISTRICT	256.96	626.99	883.95
999-10350	DUE FROM -BENEFIT ASSESSMENT DISTRICT	0.00	0.00	0.00
999-10360	DUE FROM - COMMUNITY FACILITIES DISTRICTS	0.00	0.00	0.00
999-10370	DUE FROM -COMMUNITY ENHANCEMENT DEV IMPA	0.00	0.00	0.00
999-10371	DUE FROM - TRENCH CUT FUND	0.00	0.00	0.00
999-10372	DUE FROM - IT RESERVE	0.00	0.00	0.00
999-10373	DUE FROM - SELF-INSURANCE	0.00	0.00	0.00
999-10381	DUE FROM -AB109 PUBLIC SAFETY	0.00	0.00	0.00
999-10382	DUE FROM -ASSET FORFEITURE	0.00	0.00	0.00
999-10383	DUE FROM -VEHICLE ABATEMENT	0.00	0.00	0.00
999-10384	DUE FROM -SUPPLEMENTAL LAW ENFORCEMENT SEF	(507.70)	(34.80)	(542.50)
999-10385	DUE FROM -FEDERAL FUNDED OFFICER FUND	0.00	0.00	0.00
999-10390	DUE FROM-98-EDBG-605 BUSINESS ASSISTANCE	0.00	0.00	0.00
999-10391	DUE FROM -96-EDBG-438	0.00	0.00	0.00
999-10392	DUE FROM -94-STBG-799 HOUSING REHAB	0.00	0.00	0.00
999-10393	DUE FROM -HOME PROGRAM GRANT FTHBS	0.00	0.00	0.00
999-10395	DUE FROM -CalHOME REHAB	0.00	0.00	0.00
999-10410	DUE FROM -LOCAL TRANSPORTATION	0.00	0.00	0.00
999-10415	DUE FROM-LOCAL TRANSPORTATION NON MOTORIZI	0.00	0.00	0.00
999-10420	DUE FROM-TRANSPORTATION STREET PROJECTS	(771.25)	771.25	0.00
999-10425	DUE FROM-PUBLIC WORKS STREET PROJECTS - CDBG	(5,025.28)	(4,240.62)	(9,265.90)
999-10450	DUE FROM -STORM DRAIN DEV IMPACT FEE	0.00	0.00	0.00
999-10451	DUE FROM -PUBLIC FACILITY DEV IMPACT FEE	0.00	0.00	0.00
999-10452	DUE FROM -PUBLIC FACILITY STREETS DEV IMPACT FE	0.00	0.00	0.00
999-10453	DUE FROM -PARK DEV IMPACT FEE	0.00	0.00	0.00
999-10454	DUE FROM -PARKLAND IN LIEU	0.00	0.00	0.00
999-10510	DUE FROM -WATER/SEWER DEPOSIT	0.00	0.00	0.00
999-10520	DUE FROM -RDA SUCCESSOR AGENCY	0.00	0.00	0.00
999-10521	DUE FROM -RDA FIX ASSETS	0.00	0.00	0.00
999-10522	DUE FROM - DISABILITY ACCESS AND EDUCATION	0.00	(8.40)	(8.40)
999-10530	Due from - Brittany Wood	(3,862.08)	(392.97)	(4,255.05)
TOTAL DUE FROM OTHER FUNDS		<u>(948,378.40)</u>	<u>272,925.88</u>	<u>(675,452.52)</u>
ACCOUNTS PAYABLE				
999-20199	ACCOUNTS PAYABLE	<u>948,378.40</u>	<u>(272,925.88)</u>	<u>675,452.52</u>
TOTAL ACCOUNTS PAYABLE		<u>948,378.40</u>	<u>(272,925.88)</u>	<u>675,452.52</u>
AP Pending	672,081.42	AP Pending	672,081.42	Due From Other Funds 675,452.52
Due From Other Funds	<u>675,452.52</u>	Accounts Payable	<u>675,452.52</u>	Accounts Payable 675,452.52
Difference	<u>(3,371.10)</u>	Difference	<u>(3,371.10)</u>	Difference 0.00



CITY COUNCIL AGENDA ITEM NO. 3.12

SECTION 3: CONSENT CALENDAR

Meeting Date: September 14, 2020
Subject: Adopt Resolution No. 2020-53, Approving the Professional Services Agreement with Condor Earth Technologies, Inc. for MS4 Permit Support
Presented By: Lea C. Simvoulakis, Community Development Director
Approved By: Merry Mayhew, City Manager

Staff Recommendations:

1. Adopt Resolution No. 2020-53, approving the Professional Services Agreement with Condor Earth Technologies, Inc., for MS4 Permit Support.
2. Authorize the City Manager to execute the Professional Services Agreement with Condor Earth Technologies, Inc. inclusive of any final edits by the City Attorney.

Background and Overview:

Condor Earth Technologies, Inc. (Condor) has been working with the City of Hughson since 2005. Condor started working for the City under a professional services agreement as the groundwater consultant to ensure that the City was meeting its reporting requirements to receive funding from the state for the Waste Water Treatment Plant Expansion Project. At that time the City had to implement a work plan and submit it to the Regional Water Board to ensure that the City was complying with the mandated waste discharge permit in order to be eligible for funding for the plant. Condor still assists the City with semiannual groundwater monitoring and reporting at the Treatment Plant. This monitoring includes sampling of the City's wells and surface water sites and reporting those results in the Annual Groundwater Monitoring Report to the state.

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

the City's MS4 permit since April 2013. Condor was operating under a Professional Service Agreement that expired in 2014. Any work done since 2014 has been done on a Task Order or Work Order basis. The City is working to formalize all agreements with consultants and this agreement is one that needs to be formalized. This agreement formalizes the work Condor is doing for the MS4 permit. A second agreement, or an amendment to this Agreement will come before Council at a later time to formalize the work that Condor is doing related to groundwater monitoring and reporting at the City's Waste Water Treatment Plant.

Discussion:

Condor will provide consulting services and regulatory guidance to support the City's efforts to maintain compliance with the City's Phase II MS4 Permit requirements. This work includes program management; public education and outreach; illicit discharge detection and elimination; construction site storm water control; pollution prevention/good housekeeping for municipal operations; post-construction storm water management; water quality monitoring; program effectiveness assessment and improvement; total Maximum Daily Loads compliance requirements; statewide trash implementation program; and new pyrethroid control program requirements.

Condor will also provide support for the City's Track 1 (Full Capture System Implementation) option for Trash Amendment compliance. In a new order dated July 13, 2020, the City of Hughson is required to develop and submit a management plan to the Central Valley Regional Water Quality Control Board for pyrethroids pesticides concentration management.

The City will work with Micheline Doyle Kipf of Condor to complete all required reports and submit them to the state for certification. The first task to be completed is the 2019/2020 Annual Report which is due on October 15, 2020. As such, it is important for Council to review and approve this Agreement so work can commence on this project.

The cost of all time and materials shall not exceed \$45,000 for each fiscal year of this contract. Staff is requesting a two-year contract.

Fiscal Impact:

The work done by Ms. Kipf has been limited to a do not exceed amount of \$40,000 for the last several years. There is an additional increase this year of \$5,000 as the City needs to prepare a Notice of Non-Applicability report to be in compliance with a No Discharge Opinion Letter dated March 20, 2017. The funding of this Agreement in the amount of \$45,000 is a General Fund expense. An adjustment will be made in Final Budget to the General Fund for this annual expense.

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-53

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

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

WHEREAS, the City has used the services of Condor Earth Technologies, Inc. (Condor) for the last fifteen years and has had a previous Professional Services Agreement with them that has lapsed; and

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

WHEREAS, the scope of services will include the preparation and submittal of all necessary reporting requirements to be in compliance with the MS4 permit and other regulatory requirements and all services rendered not to exceed \$45,000 annually; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby approve the Professional Services Agreement with Condor Earth Technologies, Inc. for storm water management support and to aid in compliance requirements for the MS4 Permit attached hereto as Attachment "A" and authorize the City Manager or his/her designee to sign the agreement.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 14th day of September 2020 by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

**MASTER
PROFESSIONAL SERVICE AGREEMENT**
(City of Hughson/Condor Earth Technologies, Inc.)

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

RECITALS

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

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

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

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

1. DEFINITIONS

1.1. “Scope of Services” means the professional services as are generally set forth in Consultant’s August 11 2020 Work order Agreement attached hereto as Exhibit A and incorporated herein by this reference. Assignment specific task orders will be issued.

1.2. “Approved Fee Schedule” means the compensation rates as are set forth in Section 5 “Cost Proposal” of Consultant’s Fee Schedule & Basis of Charges attached hereto as Exhibit B.

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

1.4. “Expiration Date” means the date the contract is expired.

2. TERM

The term of this Agreement shall commence at 12:00 a.m. on September 15, 2020 and shall expire at 11:59 p.m. on September 14, 2022 unless extended by written agreement of the

parties or terminated earlier in accordance with Section **14** (“Termination”) below.

3. CONSULTANT’S SERVICES

1.5. Consultant shall perform the services identified in the Scope of Services submitted on August 11, 2020. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sums specified by each Task Order unless specifically approved in advance and in writing by City.

1.6. 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.).

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

4. COMPENSATION

1.8. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule, attached as Exhibit B. This Agreement also establishes a not-to-exceed billing amount of \$40,000. City also agrees to reimburse consultant for any City approved extraordinary costs incurred by Ms. Micheline Doyle Kipf, PG, QISP/ToR, QSD/QSP in the performance of her duties as our Consultant.

1.9. 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 thirty days (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall

not withhold applicable taxes or other authorized deductions from payments made to Consultant.

1.10. 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

1.11. 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

1.12. 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

1.13. 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

1.14. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged acts that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement, except those matters

arising from City's sole negligence or willful misconduct. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

1.15. 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.

1.16. 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.

1.17. 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.

1.18. 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

1.19. 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:

1.19.1. 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.

1.19.2. 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.

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

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

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

1.21. 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.

1.22. 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.

1.23. 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).

1.24. 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.

1.25. 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.

1.26. 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.

1.27. 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.

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

1.29. 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

1.30. 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.

1.31. 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

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

12. NOTICES

1.33. 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

Consultant:

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

13. SURVIVING COVENANTS

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

14. TERMINATION

1.35. 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.

1.36. 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.

GENERAL PROVISIONS

1.37. 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.

1.38. 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.

1.39. 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.

1.40. 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.

1.41. 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).

1.42. 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.

1.43. 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.

1.44. 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.

1.45. 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.

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

1.47. 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.

1.48. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy

between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed by City and Consultant.

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

“City”
City of Hughson
By: _____
Merry Mayhew, City Manager

“Consultant”
Condor Earth Technologies, Inc.
By: _____
Micheline Doyle Kipf, Env. Services Manager

Date: _____

Date: _____

Attest:

By _____
Ashton Gose, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Daniel J. Schroeder, City Attorney

Date: _____



EXHIBIT A

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

WORK ORDER AGREEMENT FOR MASTER SERVICES

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

Order Received by:	Micheline Doyle Kipf	Date: August 11, 2020
Authorized by:	Ms. Lea C. Simvoulakis	Project No: 6589C
Invoice to:	City of Hughson	
	7018 Pine Street/PO Box 9	
	Hughson, California 95326	
Name of Job:	Order NO. 2013-0001-DWQ (Permit) Ongoing Compliance Support 2020/2021	
Location of Job:	City of Hughson	

Thank you for the opportunity to provide this Work Order for 2020/2021 compliance assistance for the City of Hughson's (City's) Phase II Small Municipal Separate Storm Sewer System (MS4) Permit (WDID No. 5S50M2000117). The MS4 Permit 2020/2021 term is from July 1, 2020 through June 30, 2021.

Scope of Work: Condor will provide consulting services and regulatory guidance, as requested by the Client and within the constraints of the approved budget, supportive of the City's efforts to maintain compliance with the City's Phase II Permit requirements. Permit elements include: program management; public education and outreach; illicit discharge detection and elimination (IDDE); construction site storm water control; pollution prevention/good housekeeping for municipal operations; post-construction storm water management; water quality monitoring; program effectiveness assessment and improvement; Total Maximum Daily Loads (TMDLs) compliance requirements; statewide trash implementation program; and new pyrethroid control program requirements.

The City has elected the Track 1 (Full Capture Systems [FCS] implementation) option for Trash Amendment compliance. Condor will facilitate Client interaction with selected FCS BMP providers to determine type of FCS specific to the requirements of individual locations. City/vendor meetings may initially consist of remote meetings; however, onsite reconnaissance of FCS locations for site specific details and cost evaluation will be necessary prior to final FCS selection. *This scope does not include procurement or installation/maintenance of storm water BMPs.*

Condor will provide regulatory compliance and technical report/monitoring plan preparation in support the City's compliance with the Central Valley Regional Water Quality Control Board's (Regional Water Board) Letter, dated July 13, 2020, directing submittal of Technical and Monitoring Reports Pursuant to California Water Code Sections 13267 and 13383.

Condor will prepare the City's 2019/2020 Annual Report; upon City's review and approval, Condor will submit the Annual Report to SMARTS for the City's certification. The 2019/2020 Annual Report has a regulatory compliance deadline of October 15, 2020.



A California Licensed Professional Engineer (PE) will review previously prepared Notice of Non-Applicability (NONA) documentation and interview Wastewater Treatment Facility (WWTF) personnel to review current site conditions with respect to those identified in the No Discharge Opinion Letter, dated March 20, 2017. Contingent upon review of the NONA eligibility evaluation, Condor will prepare a NONA Technical Report in compliance with Industrial General Permit (IGP) Special Conditions Section XX.C. The NONA Technical Report will be signed and stamped by a California Licensed PE and provided electronically to the Client for submittal to the State's Storm Water Multi-Application and Report Tracking System (SMARTS) in conjunction with a completed NONA application. Condor will be available to provide the Client assistance in completing NONA application and technical report submittal via SMARTS.

Condor anticipates that the City's participation in this scope of work will include, but not limited to, the following activities:

- Provide timely responses for information and assistance requests.
- Participate in onsite or remote meetings with Condor, storm water BMP providers, and State and Regional Water Boards, as required.
- Provide Condor immediate notification upon changes to the City's directed health and safety protocols.

This scope does not include payment of fines/violations that may be incurred as the result of non-compliance with Regional Water Board directives.

We estimate that this work can begin upon mutual acceptance of a contract for Condor's services.

Fees to be Charged^{**}: \$45,000 (Time and Materials – per Condor's Current Fee Schedule)

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

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

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

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

EXHIBIT B

CONDOR EARTH SCHEDULE OF FEES 2020

STAFF MEMBER

RATE PER HOUR (\$)

PRINCIPALS/PROJECT MANAGEMENT

Senior Principal	240.00
Principal Tunneling Consultant.....	230.00
Principal Engineer/Geologist.....	215.00
Project Director	205.00
Construction Manager	200.00
Project/Senior Manager	180.00

TECHNICAL

Senior Geotechnical Engineer	205.00
Registered Geotechnical Engineer	195.00
Certified Hydrogeologist/Engineering Geologist.....	195.00
Senior Geologist/Engineer/Environmental Specialist	185.00
Senior Process Safety Management Specialist.....	175.00
Unmanned Aerial System (UAS) Specialist.....	150.00
GIS Programmer/Analyst.....	150.00
Process Safety Management Specialist	150.00
Resident Construction Inspector.....	150.00
Associate Geologist/Engineer/Environmental Specialist	150.00
Aboveground Storage Tank (AST) Certified Inspector.....	140.00
Staff Geologist/Engineer/Environmental Specialist	135.00
GIS Technician.....	125.00
Engineering Assistant.....	110.00
Senior Technician.....	105.00
Draftsperson	100.00
Technician	85.00

MATERIALS TESTING *

MTSI Project/Laboratory Manager	125.00
Certified Welding Inspector	120.00
Special Inspector	100.00
Senior Materials Technician.....	95.00
Materials Technician	80.00

SUPPORT STAFF

Senior Project Administrator	130.00
Administrative Specialist.....	105.00
Project Coordinator	105.00
Technical Editor	77.00
Administrative Assistant	72.00

MISCELLANEOUS

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

NON-LABOR CHARGES

Vehicle charge	\$55 per day plus 50 cents per mile
Unit Charges per Condor Unit Fee Schedule	
Billable Field Equipment per Condor Billable Field Equipment Schedule	
Laboratory Charges per Condor Laboratory Fee Schedule	

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

OUT-OF-POCKET EXPENSES

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

PREVAILING WAGE

Refer to Condor Prevailing Wage Schedule of Fees





CITY COUNCIL AGENDA ITEM NO. 3.13

SECTION 3: CONSENT CALENDAR

Meeting Date: September 14, 2020
Subject: Adopt Resolution No. 2020-54, Approving an Agreement with Stanislaus County to Perform Law Enforcement Services for the City of Hughson and Related Actions
Enclosures: Law Enforcement Services Agreement
Presented By: Merry Mayhew, City Manager
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

1. Adopt Resolution No. 2020-54, Approving an agreement with Stanislaus County to perform law enforcement services for the City of Hughson.
2. Authorize the Mayor to execute the agreement with Stanislaus County for law enforcement services, inclusive of any final edits by the City Attorney.
3. Authorize the City Manager to execute the General Law Enforcement Service Level request for Fiscal Year 2020-2021, and annually thereafter, and any other documents required by the agreement.

Background/Summary:

On September 1, 2001, the City of Hughson (City) entered into a five-year agreement with Stanislaus County (County) to perform law enforcement services. On September 1, 2006, the City and County agreed to extend the agreement for an additional five-year period and in 2011 the agreement was extended for an additional two-year period which expired on June 30, 2013. On May 23, 2016, the City and County extended the agreement for an additional four-year period, which expired on June 30, 2020.

In anticipation of the expiration of the law enforcement agreement, the City began discussions with the County in the Spring of 2020. Stanislaus County currently has law enforcement contracts with four incorporated cities which include Hughson, Waterford, Patterson and Riverbank. All of the law enforcement agreements expired on June 30, 2020 and due to existing emergencies, including the pandemic, the Sheriff, with mutual consent of the cities, extended the existing law enforcement agreements. The County and City are now ready to move forward with the new law enforcement services agreement.

Proposed New Contract for Law Enforcement Services

The following is a summary of the main elements of the attached agreement.

- The term of the agreement is from July 1, 2020 through June 30, 2024. No later than six months prior the expiration of the term, the parties shall meet and confer in good faith regarding an extension.
- Either party may terminate this agreement, without cause, upon 180 days written notice. A transition plan will be prepared and implemented by both parties and be completed no later than three months from expiration.
- County shall provide, within the corporate limits of the City, general law enforcement services and functions of the type provided by the Stanislaus County Sheriff under the statutes of the State of California, and under the municipal codes of City of Hughson.
- The County shall provide only those general law enforcement services set forth in the General Law Enforcement Service Request attached hereto as Exhibit A. No later than July 1 of each year, the City and the County shall sign new Exhibits A, & B and attach them to this agreement as an amendment. The City may request a change in the level of service at any time by submitting a written request to the County and through a meet and confer process.
- The agreement maintained the cost sharing arrangement for the Chief of Police between the City of Hughson and Stanislaus County. The City of Hughson is responsible for 81% of the costs for the Chief of Police with Stanislaus County responsible for the balance (19%).
- The staffing level for other law enforcement positions remained the same as provided for in the prior agreement of 4 Patrol Deputies (with backfill), 1 Community Resource Deputy (no backfill), and 1 Legal Clerk (no backfill).
- Pursuant to the first contract, the City transferred title to certain vehicles and installed equipment to the County (four Ford Crown Victoria). Upon termination of this agreement, the County will transfer to the City title for vehicles similar to those identified as the vehicles originally transferred to the County. City shall provide any decals or special signage that is used to distinguish the vehicles with City markings.
- The current agreement also includes and clarifies provisions for asset forfeiture funds, the County's Cannabis Program will absorb costs above and beyond the base agreement for cannabis related cases inside the City limits, and additional language regarding the term of the Chief assignment for (3) three years with an additional year extension based on mutual agreement.

Fiscal Impact:

For Fiscal Year 2020-2021, the estimated cost for law enforcement services is \$1,401,462. This represents a .56% (\$7,870) increase from the prior year and includes the City's portion of a retirement cash out (\$29,000).

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-54**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
APPROVING AN AGREEMENT WITH STANISLAUS COUNTY TO PERFORM LAW
ENFORCEMENT SERVICES FOR THE CITY OF HUGHSON**

WHEREAS, On September 1, 2001, the City of Hughson (City) entered into an agreement with Stanislaus County (County) to perform law enforcement services for the City which was subsequently extended through June 30, 2020,

WHEREAS, the County, the City and other cities have negotiated a form law enforcement agreement to be used with all cities served by the County, and

WHEREAS, the term of the Stanislaus County Law Enforcement Services Agreement with the County will be from July 1, 2020 through June 30, 2024.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hughson as follows:

1. Approves the 2020 Stanislaus County Law Enforcement Services Agreement attached hereto as Exhibit "A."
2. Authorizes the Mayor to execute the 2020 Stanislaus County Law Enforcement Services Agreement, inclusive of any final edits by the City Attorney.
3. Authorizes the City Manager to execute the General Law Enforcement Service Level request for Fiscal Year 2020-2024, and annually thereafter, and any other documents required by the agreement.

PASSED AND ADOPTED by the Hughson City Council at a regular meeting thereof held on September 14, 2020 by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

**STANISLAUS COUNTY
LAW ENFORCEMENT SERVICES
AGREEMENT**

**City of Hughson
July 2020 – June 2024**

STANISLAUS COUNTY
LAW ENFORCEMENT SERVICES
AGREEMENT

THIS AGREEMENT ("Agreement"), is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California (hereinafter referred to as "County"), and the City of Hughson, a municipal corporation, (hereinafter referred to as "City"), (the County and City are each sometimes referred to herein as a "Party," and collectively as "Parties.")

RECITALS

WHEREAS, City desires County to perform law enforcement services and functions within its boundaries; and

WHEREAS, County agrees to perform such law enforcement services and functions as described herein and pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the parties to this Agreement have the legal authority to enter into this Agreement pursuant to the provisions of Article I, Chapter 1, Part 2, Division 1, Title 5, sections 51300, *et seq.*, and Chapter 5, Division 7, Title 1, sections 6500, *et seq.*, and section 55632 of the Government Code of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

1. Term. The Term of this Agreement shall be July 1, 2020, through June 30, 2024 (the "Term") unless sooner terminated or extended as provided for herein.
 - a. Extension. No later than six months prior to the expiration of the Term, the Parties shall meet and confer in good faith regarding the extension of the Term. If the negotiations are not completed, the Sheriff is authorized to extend this Agreement for two terms of three months each.
2. Termination. Either Party may terminate this Agreement, without cause, upon 180 days written notice to the other Party.
 - a. Transition Plan. Upon expiration of the Term or upon receipt of notice of termination, the Parties may prepare and implement a transition plan that quickly and orderly transitions the law enforcement responsibilities from the County to the City. The transition plan should be completed no later than three months following the termination date. The transition plan may identify and address personnel, equipment, workload, on-going investigations, and any other issues related to the transition. The City and County shall agree to the cost of developing and implementing the transition plan and the City shall pay the agreed upon amount.
3. Law Enforcement Services.
 - a. County shall provide, within the corporate limits of the City, general law enforcement services and functions of the type coming within the jurisdiction of, and customarily rendered by, the Stanislaus County Sheriff under the statutes of the State of California, and under the municipal codes of the City. The County shall provide only those general

law enforcement services set forth in the General Law Enforcement Services Request attached hereto as Exhibit A.

- b. Ancillary Services. Sheriff's units related to the following services will be provided to City as an integral part of the law enforcement services described above and are included in the cost of such services. These services include but are not limited to: Case, property and records management, crime scene identification, administration, information technology, backgrounds, internal affairs, human resources, reserve program, payroll, finance and training.
- c. Additional Ancillary Services. The following services are provided to the City as needed as an adjunct to the Law Enforcement Services described above at no additional cost: Special Weapons and Tactics (SWAT), Air Support Unit (ASU), Bomb Team, Major Accident Investigations Team (MAIT) and Hostage Negotiations Team (HNT).
- d. Dispatch Services. The City shall use the same dispatch services utilized by the Sheriff and the City's proportionate share will be allocated in this Agreement.
- e. Excluded Services. Any services of which the County may be a party such as Joint Power Agreements (JPA's) or task force MOU's, such as, Sheriff's Investigation Unit (SIU), StanCATT and HIDTA.
- f. No later than July 1 of each year, the City and the County shall sign new Exhibits A & B and attach them to this Agreement as an amendment. The City may request a change in the level of service at any time by submitting a written request to the County. County will meet and confer with the City to discuss the change within 30 days of the request making a reasonable effort to accommodate the service level change and, if appropriate, prepare new Exhibits for signature by the Parties, which shall be attached as an amendment hereto.
- g. If the City is unable to fund this Agreement in its entirety, the City will notify the County in writing at least 60 days prior to any proposed changes regarding the level of service set forth in Exhibit A. The County will make a reasonable effort to accommodate the service level changes requested by the City.

4. Reporting.

- a. Activity Reports. Each month the County will provide standard reports to the City through the Chief of Police, reporting the monthly statistical crime, response and community policing information occurring within the City limits. The parties shall meet and confer regarding the content of the monthly reports.
- b. Media Releases. The County may prepare news releases concerning major crime investigations within the City and will send a copy of the release to the City within a reasonable time prior to its release to news outlets.

5. Compensation.

a. Contract Amount.

- i. City shall pay for County's actual cost to provide the City the general law enforcement services set forth in Exhibits A & B. The term "actual cost" includes the cost associated with absences from work due to sick, vacation, special accrued leave time (SALT), holiday, training and disability leaves or other leaves. The City shall pay its share of the accumulated leave accrual for any employee who leaves the County based upon the percentage of time assigned to the City of the total actual leave accrual.
 1. County has historically not charged administrative overhead costs incurred by the County required to provide services to the City. These costs include, but are not limited to administration, information technology, internal affairs, human resources, backgrounds, payroll, finance, property and evidence, records and crime scene identification. Although the County is not at this time requesting the City to pay these administrative overhead costs, the County may require these costs be paid in the future. If the County requires these costs during the term of this Agreement, the parties shall meet and confer, the costs would be capped at two percent of the budgeted salary and benefit and services and supplies costs as stated in Exhibit B, and an amended Exhibit B, approved in writing by both Parties, would be attached to this Agreement.
- ii. The City shall compensate the County for its services under this Agreement at the rates and in the estimated annual amount forth on Exhibit B, (the "Annual Contract Amount"). At the close of each fiscal year, County shall re-establish the rates and the estimated Annual Contract Amount and revise Exhibit B accordingly, such rates and Annual Contract Amount to become effective for that fiscal year.
- iii. In the event salaries, wages and benefits of the County officers and employees are changed at a time not coincident with the close of the fiscal year, the rates for salaries and wages set forth in Exhibit B and the rates and estimated Annual Contract Amount shall be readjusted to reflect the appropriate rates, which the City shall pay effective 30 days after written notification to the City. In the event insurance costs for County's liability or workers' compensation programs are changed at a time not coincident with the close of the fiscal year, the reimbursement rates for County's liability program set for in Exhibit B shall be readjusted to reflect the appropriate amounts, which the City shall pay effective 30 days after written notification to City.
- iv. City shall pay the County's insurance costs attributable to the services provided under this Agreement, including but not limited to, general liability, self-insurance, unemployment and worker compensation.

b. Billing.

- i. 30 days after the close of each calendar month, County shall deliver to City a statement covering the actual costs of the prior month and City shall pay County the amount stated thereon within 30 days after receipt of the statement.

ii. Notwithstanding any provision of law to the contrary, including, but not limited to section 907 of the California Government Code, if any amount due to County from City is not received by County within 30 days after the date of billing, County may satisfy such indebtedness from any and all funds of City collected by County, after making a reasonable effort to communicate with the City verbally and after giving written notice to City of County's intention to do so.

6. Revenues.

- a. All revenue currently received by the City as revenue pertaining to police services or generated by police services will continue to be City revenue except for the sources listed below.
 - i. Due to changes to the Guide of Equitable Sharing for State, Local and Tribal Law Enforcement Agencies, cities that contract with police services will no longer be eligible to use the City's NCIC number and hold funds for asset forfeiture purposes. County will model the same process for any State Forfeiture cases. City agrees all equitable sharing funds will be retained by the County for law enforcement related expenses. County will make a good faith effort to use asset forfeiture funds towards equipment or other law enforcement needs in the City that those funds were seized. The use of asset forfeiture funds shall be in strict accordance with state and federal statutes and regulations governing the use of such funds.
 - ii. If there are Sheriff services conducted above and beyond the base agreement for cannabis related cases inside the City limits, the County will absorb the costs into the County's Cannabis Program. If the City collects any fees or fines related to the case, the City will reimburse the County for the actual costs associated minus a 10% administrative fee for the City.

7. Organization. County will provide the services to be performed herein through the following staffing:

- a. Chief of Police.
 - i. Appointment Process. The position of Chief of Police will be filled in accordance with County policy and employee collective bargaining unit contracts. The County shall provide a list of Lieutenants qualified to serve as the Chief of Police for the City. The City may interview the candidate(s) and provide the County with the City's recommendation of the candidate to be appointed as the Chief of Police. After considering the recommendations of the City, the County will assign a Lieutenant who will act as the Chief of Police (the "Chief of Police"). The term of the Chief assignment is three (3) years. This assignment may be extended for an additional year beyond the identified term based on mutual agreement of both parties.
 - ii. Replacement Process. The County may replace the Chief of Police after 90 days written notice to the City. The County will remove the Chief of Police within 30

days of receipt of a written request from the City stating the reasonable cause for said request. Upon the City's request, the County shall temporarily appoint a person as acting Chief of Police and fill a vacant Chief of Police position within 60 days of receipt of the City's request and in accordance with County policy and employee collective bargaining unit contracts as described in 7(a)(i).

- iii. Service Expectations. The Chief of Police will generally manage law enforcement activities on behalf of the City. The Chief of Police will coordinate the delivery of law enforcement services under this Agreement and manage and supervise the personnel assigned to provide law enforcement services to the City. The Chief of Police, or designee, will attend all City Council meetings and will be available to City Staff at all reasonable times. The Chief of Police will meet with City officials on a periodic basis, the frequency of which will be determined by the City, to assure local control over the quality and service and to identify goals and programs to create a safer community.
- b. Assigned Sergeants. In addition to the Chief of Police, the County may assign one or more Sergeants to work within the City to assist the Chief of Police with the supervision of other assigned personnel, and to provide law enforcement services to the City. The number of Sergeants assigned shall be indicated in Exhibit A. The term of the assignment will be consistent with the Stanislaus County Sheriff's Supervisors Association (SCSSA) MOU or as agreed upon by all parties.
- c. Assigned Deputies. The County shall assign Deputy Sheriffs to provide law enforcement services to the City, in the number indicated in Exhibit A. The term of the assignment will be consistent with the Stanislaus Sworn Deputy Association (SSDA) MOU or as agreed upon by all parties.
- d. Other Staff. The County shall assign other departmental staff necessary to provide the law enforcement services required to be performed herein as indicated in Exhibit A. The term of the assignment will be consistent with each bargaining unit's MOU or as agreed upon by all parties.

8. Administration of Personnel.

- a. Independent Contractor. The County is acting as an independent contractor under this Agreement so that:
 - i. This Agreement does not create any relationship of employer or employee, or principal and agent between City and County or any of County's agents or employees. All persons employed in the performance of this Agreement shall be employees of County for all purposes. No person employed by County hereunder shall have any status, right or privilege of City employees, including, but not limited to, City pension, or City civil service.
 - ii. No officer, employee or department of County shall perform for City any law enforcement service or function not coming within the scope of the duties of

such officer, employee or department in performing such services or functions for County.

- iii. The planning, organization, scheduling, direction, supervision, standards of performance and discipline of Sheriff's personnel and all other matters incidental to the delivery of general Law Enforcement Services to the City shall be at the sole discretion of the County and the Sheriff. The Sheriff shall retain exclusive authority over the activities of his or her personnel and equipment working in the City.
 - iv. The night, day and evening patrol, supervisory and clerical shifts shall be established by the Sheriff after consultation with the City Manager.
 - v. All employment matters relating to County employees assigned to the City will be handled in accordance with County policy and procedures and employee bargaining unit contracts, including, but no limited to, officer complaints, discipline, promotion and duty assignments.
 - vi. Any pay for performance review of County personnel assigned to provide services under this Agreement shall follow the procedures of the County and the Stanislaus County Sheriff's Management Association (SCSMA). The City may participate in the performance reviews of the assigned Chief of Police as an evaluator, by notifying the County of their assignment of one or more of the following participants or their designee: The City Manager, the Mayor, or City Council member.
 - vii. The Sheriff shall give prompt consideration to all requests of the City regarding the delivery of general Law Enforcement Services. The Sheriff shall make every effort to comply with these requests if they are considered within good law enforcement practices.
 - viii. In the event of a dispute between parties regarding the extent of the duties and functions to be rendered or the minimum level or manner of performance of such services, the determination made by the Sheriff shall be final and conclusive, provided the Sheriff shall not reduce service levels below the minimum level of service set forth in Exhibit A.
- b. City's Right to Request Replacement Personnel. The City shall have the right to request the County to replace County personnel assigned to provide services under this Agreement, provided such request is made for reasonable cause.

- c. Annual Leave. If an assigned employee is absent from duty for annual leave, a planned absence, or an unplanned absence, for a period of 80 consecutive hours, the County may provide a temporary replacement until such time as the assigned employee is able to return to duty.
 - d. Vacancies. Any vacancies will be filled using the County's procedures for filling vacancies within the Sheriff's Department as defined in Department policy or Personnel Memorandum of Understanding (MOUs). New officers assigned will receive appropriate orientation regarding special characteristics and needs to City. The term of an employee's assignment will comply with the applicable Personnel MOU.
 - e. Staffing. The County shall ensure that a minimum of one patrol deputy (the "Primary Patrol") is on duty within the City limits at all times, except when the deputy is out of the City to transport a prisoner to the County detention facility, attend court, completing a traffic stop that begins in and terminates out of the City limits or when providing backup or mutual aid to another law enforcement officer or at the direction of the Sheriff or designee.
 - i. Temporary staffing absences of the Primary Patrol deputy will be filled with existing City Police Services deputies and if none is available, then with Sheriff deputies on straight time, and if none is available, Sheriff deputies on overtime.
 - ii. All personnel assigned to the City, including the Primary Patrol deputy, may assist with incidents outside the City limits involving critical and life-threatening situations. However, if a critical incident occurs in the City while the personnel are assisting outside the City limits, the County will either dispatch additional forces to the City or will release the assigned personnel to respond.
 - f. Staffing Shortage. Should the Sheriff declare a Deputy staffing shortage, Sheriff staff will meet and confer in good faith with the City Managers to discuss a temporary adjusted staffing plan for the cities to help mitigate county wide impacts of the staffing shortage. The plan will ensure that safety is maintained and that the impact of the staffing shortage is equitable between cities. The plan will consider City population, total allocated positions and the officer to population ratio for each city. The Sheriff will have the ultimate authority for staffing changes and will report any long-term shift deployment changes related to a staffing shortage to the City Council including any anticipated savings to the city in associated salary costs.
9. City Responsibilities. In support of the County providing the law enforcement services described herein, the City promises:
- a. Municipal Authority. The City hereby confers municipal police authority on such County employees as might be engaged in enforcing City ordinances with City boundaries.
 - b. Criminal Justice Services. The City shall provide the criminal justice system services necessary to support this Agreement attributable to the enforcement of state and municipal laws within the City.

- c. Supplies. The City shall supply at its own cost and expense any special stationery, supplies, notices, forms, logos, insignias, name tags, badges and/or uniforms which are to be issued in the name of the City.
- d. Facilities. The City shall furnish at its own cost and expense office space reasonably deemed necessary by the Sheriff to provide the law enforcement services herein described and all furniture and furnishing, office supplies, janitorial service, HVAC, upkeep and maintenance, and utilities.

10. Equipment and Vehicles.

a. Vehicles.

- i. Pursuant to the first contract between the County and City for law enforcement services, the City transferred title to certain vehicles and installed equipment to the County. The original vehicles and their replacements are identified in the original agreement that was entered into and will remain on file by both County and City.
- ii. Under termination of this Agreement the County will transfer to the City title for vehicles like those identified as the vehicles originally transferred to the County, excluding any enhancements added to the vehicle and paid for by the County. Similar vehicles are defined as a vehicle having the same functionality, upgrades and mileage within $\pm 5,000$ miles of the current mileage of the vehicle in use. Any vehicle being leased by the County at the time of termination that is assigned to City, will not be replaced but the City will be provided the option of taking over the lease from County if no other similar vehicle is available.
- iii. Vehicle ownership will be retained by the entity (City or County) that purchase the vehicle and is currently carrying ownership via the vehicle registration.
- iv. Vehicles shall be used to provide law enforcement services at the discretion of the Sheriff or designee and in compliance with the Sheriff's Department policies. City markings with any decal or special signage is allowable if approved by the Chief of Police.
- v. The City shall reimburse the County for the actual cost to operate any vehicle used in the performance of the law enforcement services provided herein, (herein after the "Vehicle Cost Reimbursement"). The cost included in the Vehicle Cost Reimbursement amount includes but is not limited to fuel maintenance, replacement costs, financing costs, fleet services and costs of insurance. A flat rate will be calculated by the average number of miles driven and the Fleet Services operating cost rate.
- vi. County shall invoice City annually for Vehicle Cost Reimbursement. The estimated Vehicle Cost Reimbursement will be computed annually on an average mileage usage basis and will be the same as the vehicle operating costs calculated for other County vehicles in the same class, plus an additional charge for the cost of

insurance. If the vehicle is purchased by the City, the vehicle would be excluded from the vehicle mileage rate. The current estimated Vehicle Cost Reimbursement rates are shown in Exhibit B and shall be updated each fiscal year by the County.

- vii. Vehicles will be replaced according to the County's General Services Agency Fleet Services Policy, as approved and adopted by the Board of Supervisors from time to time. The June 16, 2015, Fleet Services Policy established the following minimum guidelines consistent with current/historical trend analysis to quantify planning for the replacement of County Vehicles.

Vehicle Type	Years	Miles
Patrol vehicles		100,000
Sedan, passenger minivans (Detectives/Chief)	8	
Light truck/van, medium truck	10	

Other factors used in evaluating replacement include vehicle condition, maintenance/cost history, and suitability for current use. With respect to necessary repairs, consideration will be given to the cost of such repairs and impact on the vehicle's useful life, compared with the cost of acquiring a new vehicle in order to determine the most cost-effective option. Specialty vehicles will be evaluated on a case-by-case basis. The Fleet Manager may extend the life of a vehicle on a year-to-year basis so long as the vehicle is safe and reliable and meets all required emission standards.

Upon termination of this Agreement, the City shall not be entitled to that portion of the Vehicle Cost Reimbursement collected from the City allocated to the replacement of the vehicles.

b. Motorcycles.

- i. If the City desires to have motorcycle officer(s) assigned to the City, the City will fund 100% of the purchase, equipment, repair, maintenance, and insurance. The County will not charge a per mile replacement fee for the motorcycle(s). At the end of the motorcycle(s)' useful life, should the City wish to continue motorcycle operations, the City will fund 100% of a replacement motorcycle(s).
- ii. Motorcycles(s) will be taken out of service following minimum guidelines consistent with current/historical trend analysis to quantify planning for the replacement of motorcycle(s) at approximately 40,000 miles or end of manufactures warranty.
- iii. Motorcycles will be maintained by County regardless of ownership. The County through County's Fleet Manager will maintain the service records of the motorcycle(s) and assign a County vehicle number. County may use a certified motorcycle service center to make the repairs and maintenance of the motorcycle(s).
- iv. The County will provide a certified employee who will be assigned as the City's motor officer. Motorcycle(s) shall be used to provide to law enforcement services at the discretion of the Sheriff or designee and in compliance with County, Sheriff's Department and City policies.

c. Equipment.

- i. The County shall purchase those supplies, equipment, services and materials needed for the performance of law enforcement services within the City limits, and the City shall reimburse the County for the cost to procure.
- ii. Office equipment (desks, chairs, computers, etc.) ownership will be retained by the entity (City or County) that purchased the equipment and is currently carrying ownership on the entity's inventory.
- iii. Safety equipment (firearms, uniforms, leather gear, tasers, etc.) ownership will be retained by the County.
- iv. All other miscellaneous law enforcement equipment (radar/lidar, shields, bicycles, etc.) ownership will be retained by entity (City or County) that purchased the equipment and is currently carrying ownership on the entity's inventory.
- v. Any equipment purchased using City funds will be used in performance of the law enforcement services in the City and will not be used for non-City functions, except for mutual aid situations, unless authorized by the City Manager. City equipment will be maintained in a manner and replaced at the City's cost and expense at a point in time that is consistent with the customary maintenance and replacement schedule for like equipment provided by the County in policing the unincorporated areas.
- vi. Upon termination, and subject to the Transition Plan referred to in section 2 of this Agreement, the County will return to the City those items identified in the original agreement or equipment of equal or similar value, except those items that have reached the end of their useful life or is non-serviceable.

11. Liability and Indemnification.

- a. County's Obligation. City, its officers and employees, by this Agreement, shall not assume any liability for the direct payment of any salary or wages to any County officer or employee performing services hereunder for City, nor for the direct payment of compensation or indemnity to any County officer or employee for any injury to or illness of such officer or employee arising out of their employment by County, and County shall hold harmless, defend and indemnify City, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of County, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.
- b. City's Obligation. County, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of City, nor of any officer or

employee thereof, nor for any dangerous condition of the streets, public work, or property of City, and City shall hold harmless, defend and indemnify County, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of City, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

- c. City Ordinances. Notwithstanding the forgoing, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the enforcement of City ordinances, rules or regulations. In any case, claim, suit, action or administrative proceeding in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend and indemnify and hold harmless the County, and its officers and employees, against any and all costs, expenses, claims suits and liability that arises in whole or in part from enforcement of City ordinances, rules or regulations.
- d. Injuries to County Employees. Notwithstanding the forgoing, County warrants that it is insured, or is permissibly self-insured, for workers' compensation coverage and agrees that its employees providing services to City pursuant to this Agreement will be covered by County's workers' compensation program or insurance for all injuries arising out of or occurring in the course and scope of their employment. Furthermore, County shall not pursue any action against City, including , but not limited to an action for subrogation, if a County employee performing service pursuant to this Agreement obtains workers' compensation benefits which may be or are attributable to the conduct or alleged negligent or wrongful act or omission of City, its officers and/or employees, or dangerous conditions of the street or property of City.

12. Default.

- a. Cure. In the event a party to this Agreement fails to perform pursuant to the terms and conditions of this Agreement, the party to whom an obligation is owed will provide the non-performing party with at least 30 days prior written notice of said nonperformance, upon which the non-performing party will have the opportunity to comply with the request for performance, or in the event of continued non-performance, the parties shall have the right to then pursue any and all available legal remedies.

- b. Failure to give Notice. Failure to give, or delay in giving, Notice of Default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any rights and remedies as to any breach shall not operate as a waiver of any breach or of any such rights or remedies. Delay by either Party in asserting any of its rights and remedies shall not deprive such Party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

13. Attorney Fees. In the event that a party to this Agreement commences litigation to enforce the performance of this Agreement, the prevailing party shall be entitled to an award of its costs of litigation, including the cost of expert and attorneys' fees.

14. Notices.

- a. Any notice or notices provided for by this Agreement to be given or served upon the County shall be given or served by letter deposited in the United States Mail, postage prepaid and addressed to:
Stanislaus County Sheriff's Department
250 E. Hackett Rd
Modesto, CA 95358
- b. Any notice or notices provided for by this Agreement to be given or served upon the City shall be given or served by letter deposited in the United States Mail, postage prepaid and addressed to:
City of Hughson
7018 Pine Street
Hughson, CA 95326

15. Audits.

- a. Pursuant to Government Code section 8546.7, City and County shall be subject to examinations and audit by the State Auditor for a period of 3 years after final payment by City to County under this Agreement. City and County shall retain all records relating to the performance of this Agreement for said 3-year period as a minimum.
- b. County agrees that relevant records shall be made available to the City to audit and examine if the City requests such audit and examination by contacting the Sheriff or his representative at least 10 working days prior to the commencement of the audit and examination.

16. Necessary Acts. The parties to this Agreement hereby authorize their respective officers and employees to do all things reasonably necessary to accomplish the purposes of this Agreement.

17. Designations. County designates the Sheriff of Stanislaus County, or his/her designee, to represent County in all matters pertaining to the administration of this Agreement. The City designates its City Manager, or his/her designee, to represent City in all matters pertaining to the administration of this Agreement. Both City and County will provide the full cooperation

and assistance of its officers, agents, and employees to each other in performance of this Agreement.

18. Modification Only in Writing.

- a. This Agreement may not be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is not in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity. Notwithstanding anything to the contrary, no oral agreement or directive from or between either Party, or their designees shall operate to amend or change the terms of this Agreement.
- b. With the limitations set forth below, Sheriff, on behalf of the County, and City Manager, on behalf of City, are authorized to execute written amendments to this Agreement to increase or decrease the level of service as set forth in Exhibit A, when Sheriff and City Manager mutually agree that such increase or decrease in the level of service is appropriate. Amendments to this Agreement executed by County and City may not, in the aggregate, increase or decrease the cost of services payable by City by more than three percent (3%) of the total cost originally set forth in Exhibit B. Prior approval by County's Board of Supervisors and City's Counsel is required before execution of these amendments.

19. Entire Agreement. This Agreement contains the entire Agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties, not embodied herein, or incorporated herein by reference shall be of any force or effect. Notwithstanding anything to the contrary, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties above.

20. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state or County statute, ordinance or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. Precedence. The contract documents consist of this Agreement and Exhibits A and B. In the event of a conflict between or among the contract documents, the order of precedence shall be the Exhibits and then the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Agreement.

22. No Third-Party Beneficiary. This Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either Party.

23. Successors and Assigns. This Agreement shall be binding on and enforceable by and against the parties to it and their respective heirs, legal representatives, successors and assigns.

24. Duplicate Counterparts. The Agreement may be executed in any number of counterparts, and each such counterpart, executed telecopy, fax or photocopy shall be deemed to be an original instrument, but all of which together shall constitute one and the same Agreement.
25. Legal Requirements. The Parties shall comply with all applicable federal, state, and local laws in performing this Agreement.
26. Venue. The laws of the State of California shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be in the Superior Court of Stanislaus County.

SIGNATURE PAGE ATTACHED

IN WITNESS WHEREOF, the Parties have executed the Agreement in the County of Stanislaus, State of California.

COUNTY OF STANISLAUS

CITY OF HUGHSON

Kristin Olsen
Chairwoman

Jeramy Young
Mayor

ATTEST:

ATTEST:

Elizabeth King
Clerk of the Board

Ashton Gose
Deputy City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Jeff Dirkse
Sheriff - Coroner

Merry Mayhew
City Manager

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

APPROVED AS TO FORM:

Robert J. Taro
Assistant County Counsel

Daniel Schroeder
City Attorney

EXHIBITS A & B
LAW ENFORCEMENT SERVICES
AGREEMENT

City of Hughson
July 2020 – June 2024

EXHIBIT A

CITY OF HUGHSON

GENERAL LAW ENFORCEMENT

SERVICE LEVEL REQUEST

1. City Request. City requests the County to perform the general law enforcement services listed here below at the staffing level shown. The Sheriff and the City Manager have discussed and agree to the services and staffing level described below.
2. Contract Rates. The Sheriff and the City Manager have reviewed the Contract Rates attached as Exhibit B and accept those rates.
3. Special Events: The City and County shall share equally the cost of law enforcement services for the annual Fruit and Nut Festival.
4. Facilities. The City shall provide the existing police facility at 7018 Pine Street, Hughson for the County to conduct law enforcement services. If police are moved to a new facility, move will be approved by the Sheriff.

Position	Schedule	FTE	Backfill
Chief*	81% of normal business hours	0.81	No
Deputy Sheriff (Patrol) - 12hrs	One Days and One Graves per squad	4.00	Yes
Deputy Sheriff (Community Resource) - 10hrs	4 days/week	1.00	No
Legal Clerk I/II/III - 8hrs	5 days/week	1.00	No

*The Chief of Police will have split duties and responsibilities and will split time between the County and the City. The cost of this position shall be allocated as shown below. The County will ensure that the Chief of Police divides his/her time in a manner that ensures the proper management of the City law enforcement services. If the time allocation changes, the parties will meet and confer in good faith and adjustment this cost sharing formula in accordance with their mutual agreement.

	CITY	COUNTY
Chief of Police	81%	19%

APPROVED AND ACCEPTED BY:

STANISLAUS COUNTY SHERIFF

CITY MANAGER

Jeff Dirkse

Sheriff – Coroner

Date:

Merry Mayhew

City Manager

Date:

EXHIBIT B
CITY OF HUGHSON CONTRACT RATES

	Budget 2020/2021	Est Budget 2021/2022	Est Budget 2022/2023	Est Budget 2023/2024
Salaries and Benefits	952,254	979,100	1,008,474	1,038,828
Overtime	165,735	170,707	175,828	181,003
Extra Help	0	0	0	0
Chief of Police Retirement Cash Out	29,000	0	0	0
Services and Supplies	75,815	77,557	79,338	81,164
SR911 Dispatch services	82,790	84,694	87,235	89,852
Other Charges (County CAP's)	30,006	32,794	33,779	34,792
Transcription Costs	360	371	382	393
Vehicle Replacement Costs	65,502	67,467	69,491	71,576
Total Cost of City Contract	1,401,462	1,412,690	1,454,527	1,497,608

City LE Svcs	1,393,587	1,404,579	1,446,173	1,488,745
Security Svcs/Contractual Events	7,875	8,111	8,354	8,863
Total Revenue	1,401,462	1,412,690	1,454,527	1,497,608

Staffing

Lieutenant/Chief (No Backfill)	0.81
Sergeant (No Backfill)	0.00
Deputy Sheriff/Patrol (Backfill)	4.00
Deputy Sheriff/Traffic (No Backfill)	0.00
Deputy Sheriff/Detective (No Backfill)	0.00
Deputy Sheriff/CRD (No Backfill)	1.00
Community Services Officer (No Backfill)	0.00
Supervising Legal Clerk (No Backfill)	0.00
Legal Clerk (No Backfill)	1.00
Total Officers including Lieutenant	5.81
Officers per 1,000 based on Population of 7,498	0.77



CITY COUNCIL AGENDA ITEM NO. 3.14

SECTION 3: CONSENT CALENDAR

Meeting Date: September 14, 2020
Subject: Approval to Use the Stanislaus County Workforce Development On The Job Training Program to Hire an Extra-Help Maintenance Worker I
Enclosure: Certification
Presented By: Lea C. Simvoulakis, Community Development Director
Jose Vasquez, Public Works Superintendent
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

Approve the use of the Stanislaus County Workforce Development On The Job Training Program to hire an extra-help Maintenance Worker I.

Background and Overview:

Stanislaus County Workforce Development offers a variety of programs to assist individuals looking for gainful employment. The goal of Workforce Development is to increase employment, employment retention, help local County residents, and help local businesses improve their productivity and competitiveness.

Workforce Development offers an On The Job Training Program and will pay up to 75% of the wages during the training period. The length of training time that would be approved is dependent on the position and on the qualifications/work history of the individual. In discussions with Workforce Development staff, if the City receives an employee through this program, the City is agreeing to offer a trainee up to six months of on the job training and if that individual works out in the position, the City then would hire the individual in an extra help capacity, up to 40 hours a week. The individual must be trainable and ultimately a good fit for the position. The attached certification clarifies the expectations of the program.

Currently, the City has been using a staffing agency for one temporary employee as a maintenance worker to assist in the parks and assessment districts. City staff are requesting approval to utilize this on the job training program and to offer an extra help maintenance worker position to the individual if the training program is successful.

Fiscal Impact:

Current costs for a temporary maintenance worker through Express Personnel is \$19.76/hr or \$38,730 annually, assuming 1,960 working hours. Through the On The Job Training program, Workforce Development pays 75% of the cost of having the trainee on site for up to six months. After the training period, the individual would become an extra help City employee paid as a Maintenance Worker I, Step A, \$16.20 per hour. If the City successfully trained an individual for six months with 75% of the wages paid for by the program and hired the individual as an extra help Maintenance Worker I the first-year cost would be approximately \$22,765. Assuming the same hourly rate, cost for CalPERS, medicare, unemployment and worker's compensation, the second-year cost would be approximately \$36,400 which is still a savings over what the City is currently paying Express Personnel.



**Stanislaus County Workforce Development (SCWD)
On the Job Training (OJT) Program Employer's Certification**

1. I will not start any trainee on the job until a signed agreement is in place with the SCWD. Initial_____
2. I understand that if I do start the trainee before a signed agreement is in place, the trainee will not be eligible for the OJT and my company will not receive reimbursement/payment for the trainee's work. Initial_____
3. Trainee cannot have been previously employed by my firm in the same or substantially similar position within the last two years. Initial_____
4. I have a written Injury and Illness Prevention Program (I.I.P.P.) and will review it with the trainee. Initial_____
5. I agree to have my business registered in the CalJOBS system. Initial_____
6. The total number of individuals employed at this company is: _____
7. I understand that I am required by the Department of Labor to keep all of the trainee's time, attendance, and payroll records for a period of at least three (3) years.
8. I understand that the trainee cannot be placed in an OJT if a member of that person's immediate family is directly supervised by or directly supervises that trainee.
9. I will not use a SCWD trainee to displace any current employee. I will not terminate an employee with the intent of filling the vacancy with a SCWD trainee.
10. If my company experiences layoff(s), I acknowledge that my company will not be eligible to fill the same or similar position with a SCWD trainee for 120 days from the date of the last lay off.
11. I will not hire an OJT participant through an agency that charges the participant a fee, and I will not charge a fee to a participant of the SCWD program.
12. I understand the SCWD will only reimburse for hours actually worked (excluding sick, vacation, & holiday pay) and for overtime hours will reimburse at the regular compensation rate only, not at the overtime differential rate.
13. I understand that the SCWD will process vendor reimbursement invoices as they are received (preferably on a bimonthly basis).
14. If I decide to utilize SCWD services to offer a trainee a "skills upgrade OJT" or promotion, I understand the request must be made no later than the trainee's mid-point evaluation or half way through the training hours.
15. Upon successful completion of an OJT training agreement, it is the intent that the trainee will remain employed with this company.
16. I understand that the SCWD has successful OJT completion and employee retention rates. Employers who are not meeting performance may be put on suspension and/or discontinued access to the OJT program.
17. Does this position fall under a Union collective bargaining agreement (YES/NO)?
*If yes, the Union has been notified and agrees a contract for subsidized training in this position will not impair or violate terms of the existing collective bargaining agreement. YES___ NO___ NA___

**Name of Union_____ Local _____

18. This position shall not be used for either pro or anti-union activities.

19. My business is registered with the State of California YES _____ NO _____

State ID# _____

Federal Tax ID# _____

20. **OJT only:** Worker's compensation insurance carrier: _____

21. At the close of the contract, I will participate in the SCWD evaluation of the participant's progress toward acquisition of the skills identified in the training outline of the contract.

22. Has the business relocated its facilities or portions of its facilities within the last 120 days? (YES/NO) *If yes, a pre-award review must be completed.

Did the company relocation result in the loss of employment at prior location? (YES/NO)

23. I am aware of SCWD's retention services, and, for the duration on the OJT contract, agree to notify SCWD within 48 hours if the trainee is fired, laid off, or engages in unacceptable workplace behavior.

Signature_____ Date_____ Company Name_____



CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date: September 14, 2020
Subject: Parkwood Subdivision Project- Planning Commission
Summary Report
Presented By: Lea Simvoulakis, Community Development Director
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

Staff recommends that the City Council:

1. Adopt Resolution No. 2020-55, Approving a Mitigated Negative Declaration for the Parkwood Hughson Development Project, APNS 018-017-002, -010, - 014
2. Adopt Resolution No. 2020-56, Approving a General Plan Amendment 20-01 to change the Land Use diagram from Low Density Residential, Medium Density Residential, and Service Commercial to Medium Density Residential on a 56.04-acre site.
3. Adopt Resolution No. 2020-57, Approving a change in the Zoning District Designation from R-1 single Family Residential, R-2 Medium Density Residential, and C-2 General Commercial to R-2 Medium Density Residential on a 56.04-acre site.
4. Adopt Resolution No. 2020-58, Approving a Vesting Tentative Map for the Subdivision of a 56.04-acre property into 299 residential lots and 3 parks.
5. Adopt Resolution No. 2020-59, Approving a Conditional Use Permit to allow a Planned Development Overlay for the Proposed Parkwood Hughson Residential Subdivision, APNS 018-017-002, -010, - 014
6. Introduce and waive the first reading of Uncodified Ordinance No. 2020-06, Approving a Development Agreement between Parkwood Hughson, LLC and the City of Hughson.

Background and Overview:

The City Council is being asked to consider the six action items listed above for the Parkwood Development project. The purpose of this memo is to provide a summary

of the discussion and public comment related to the Parkwood project that occurred at the July 21, 2020 and August 18, 2020 Planning Commission meetings. For the details related to the project, please read and review the attached Planning Commission staff report. The Planning Commission staff report and the accompanying documentation that follows provides you the information necessary to evaluate this project and to make a determination on the above recommendations.

Brief Synopsis:

On July 21, 2020, the Hughson Planning Commission held a public hearing for the Parkwood Subdivision Project. At this meeting, the Community Development Director gave a presentation on the project as it related to the land use facts and environmental findings of the project. The applicant, Mid Valley Engineering (MVE), also gave a presentation on behalf of the developer and landowners. After the presentation, the Commission heard public comment. After public comment was received, and a discussion was held between the Commission and staff, the Commission continued the item to the August 18, 2020 Planning Commission meeting so that they could have more time to review the project packet.

At the August 18, 2020 Planning Commission meeting the Community Development Director again provided a presentation outlining the current land use facts and environmental findings for the project. The applicant, MVE, also provided a second presentation. After both presentations, the Commission heard public comment on the item and held a discussion about the project.

Outcome:

Commission voted 3-2-0 (Commissioners Strain and Henley voting no) to recommend approval of all six components of the Parkwood project to the City Council.

July 21, 2020 Planning Commission Meeting Discussion:

Staff provided a presentation related to the land use facts and issues related to the Parkwood Project. After staff's presentation, the first question raised by Commissioner Strain was about the configuration of one- and two- story homes in the four- and six-pack developments. Staff deferred this question to the developer.

Commissioner Henley then inquired about the City's existing water quality and whether the proposed development would be constructing a well. Staff informed the Commissioner that the applicant was required to perform an evaluation of the proposed Parkwood Subdivision water system to see if there was sufficient water for the proposed project, and whether this water was drinkable. A full hydraulic model of the City's water system, including existing and pending wells and storage, was run by the City's water consultant, Cort Abney. The hydraulic model results indicated that the Parkwood Subdivision water system as proposed, would provide adequate flow and pressure to meet the highest anticipated peak hour needs of the community. This model showed that there was sufficient water within the City to accommodate the need of the new residents. Additionally, staff identified that the

applicant would be paying a double water development impact fee to account for future upgrades to the water system to ensure that the City can continue to provide clean water to the community. At the double rate of \$8,119 per home, the total collectable fees for this project just for water capital improvements is \$2,427,581. Staff noted that the applicant would provide this double fee in lieu of constructing a well onsite.

Chair Evans asked staff whether the project would have to provide their own sewer infrastructure and how this project would impact the degrading sewer line along Tully Road. Staff informed the Commission that all onsite sewer infrastructure needed to support the project would be constructed by the developer at a cost to the developer. Further, staff noted that the project will be required to pay \$13,755 per house in Sewer Development Impact Fees. This \$4,112,745 will go to necessary upgrades to the sewer system. Additionally, staff failed to address that the current sewer line on Tully that is collapsing at the moment is currently running on a bypass directing sewer to the newer line installed for the development in the early 2000s. This line will carry the proposed project's sewer out to the treatment plant and is in better condition than the pipe (known as the DFA line) that has collapsed several times on Tully Road.

Commissioner Evans then opened the public hearing. The applicant gave a presentation on the project. Commissioner Strain asked the Developer how many entrances there were into the development. The applicant confirmed that there would be three entrances into the subdivision- one from Santa Fe, one from Flora Vista Drive and one from Estancia Drive. The applicant noted that as the property develops to the east of the project site, there will be an entrance from Tully Road in some form.

Commissioner Cloherty asked what the time frame for completion of the project would be. The applicant stated that the timeline would be dependent upon the market, but the applicant believed that the project would be built out in 3-5 years.

Commissioner Cloherty asked if the school district would have time to respond to the demands placed on them by the new population growth. The applicant stated that the project will be built in phases and that not all 299 homes will be constructed at once, giving the district time to accommodate the growth in students. Commissioner Cloherty asked if City staff or School staff was available to answer the question. There were no school district staff available to directly answer the question. However, staff identified that enrollment at the schools ebbs and flows each year and that school impact fees would be going to the district to address increased enrollment.

Commissioner Strain asked if there was a price range established for the homes and the applicant responded that it was too soon to tell what the price of the homes would be.

Chair Evans asked if the project would address the City's need for low-income housing. Staff indicated that the projects would not be deed-restricted affordable housing, but that the smaller lots would make the homes more affordable to residents.

After the applicant's presentation and questions by the Commissioners, Ashton Gose, Deputy City Clerk, read the public comments received via email. The five email comments broadly encompassed traffic concerns, school enrollment, the conformance of the project to the design expectations, and the density of the project. There was also a concern that the public could not participate in the public meeting because it was held online during the pandemic. Public comment in the chat section raised concerns over the City's current water supply, impact of development on the sewer system, the availability of school development impact fees, and the adequacy of WebEx as a public forum for a meeting.

Staff first addressed the chat comments since the comments were considered to be "in person". Staff noted that the project is required to show that there is sufficient water and sewer capacity before the project can be considered. As previously noted, the project applicant had to run a hydraulic model to show that there was sufficient water for the new development. Staff noted that the environmental impact report addresses both water and sanitation and identified that the developer would be putting in their own sewer improvements to connect to the City's current system. Staff noted that school impact fees are due at the time a building permit is issued. The schools will be receiving \$4.08 per square foot of housing being constructed. Given the number of homes and the anticipated sizing, over \$3 million dollars will be going to the school district in school impact fees. The school district receives the funds as each building permit is pulled. Staff noted that the General Plan anticipated this growth and that it is the school district's responsibility to accommodate these students. Staff noted that the State of California allows public meeting to be in a virtual forum given the restrictions in place for group gatherings.

After the chat comments were addressed, the individuals who participated in the meeting virtually then asked individual questions. The first question raised by public was related to the need for a bridge. The member of the public noted that even though the traffic report does not indicate that a bridge is required for non-commercial uses, that doesn't mean there shouldn't be one. This individual also reiterated other concerns already raised during public comment. The final concern raised by this person was a need to preserve the commercial-designated land for a grocery store.

In order to address these concerns, the traffic consultant and members of the project's environmental team responded to the public comment. The traffic consultant is the same consultant who prepared the General Plan EIR work for the City. The consultant reiterated that the bridge anticipated for this site was only needed because of the anticipated traffic assumptions generated by the commercial uses. If the commercial uses are removed, then the need for the bridge is removed. The traffic consultant stated that under CEQA, an impact is determined based on what the General Plan deems acceptable. The General Plan states that intersections and road segments that function at a D level or better are not an impact under CEQA. All of the intersections and road segments impacted by the development function at a B level or better. The only intersections that function at a C level already function at a C level and this does not change with the introduction of the project.

The environmental consultant addressed the school impact issue. He noted that Senate Bill 50 requires that a school impact fee identified by the school district be charged to charge developers for their impact to existing schools. According to this bill, the impact fee paid serves as mitigation for any impact on a school district under CEQA. The courts have stated that adding capacity to a school is not an environmental impact under the law, and that school districts are required to accommodate new students and use impact fees to do what is necessary to make room for these future students.

A member of the public challenged the validity of the traffic report if it was based on a document written 15 years ago. This was an incorrect deduction on the part of the individual making the comment. The General Plan sets out a 20-year vision for the city based on determined land use designations. Those land use designations identify the proposed use of the site. The traffic consultant stated that land uses come with certain traffic assumptions and he confirmed the basis for the traffic analysis done matches those land uses. He then stated that he used current traffic counts for those land uses to calculate expected traffic. To further explain, the site was given a commercial designation 15 years ago. The assumptions of commercial and residential traffic patterns as they exist today were used to analyze the traffic patterns and projected traffic trips. With this analysis it is still clear that without a commercial component to the site, a bridge over Hatch is not warranted.

After the public's comments were addressed, the public hearing was closed, and the Planning Commission deliberated on the proposed project. The Commission ultimately decided that they would like to continue the meeting to have the opportunity to read the material presented more thoroughly. The meeting was continued until the August 28, 2020.

August 18, 2020 Planning Commission Meeting Discussion:

The Parkwood project was the only item on the agenda for this Planning Commission meeting. After the procedural items were finished, staff provided a presentation on the land use facts and issues related to the Parkwood Project. This project presentation included the same information provided in the presentation at the previous meeting, but staff also included additional information to address comments raised at the previous meeting. After staff's presentation, the applicant, MVE, provided an updated presentation as well.

The format for this meeting was slightly different than the last meeting. The Deputy City Clerk did not read the public comments received by email, as there were several form letters that were lengthy. Instead, all public comment received prior to the meeting were attached to the staff report and given to the Commissioners. These letters are attached to the staff report and in the packet of information for this meeting. Since the emails were not read, after the presentations, the members of the public in the virtual meeting that wished to speak were allowed to provide public comment first.

The first public comment suggested that there was a private real estate deal that was "killed" because a bridge was required by the former Community Development director. The individual also identified what a "small town feel" meant to him and

that small lots do not equal a small town feel for him. The individual also noted that he wanted to feel safe while riding a bike through town.

Staff responded that they cannot speak to a prior project discussed with Community Development Director French. There was no project “on file” with the City at any time for this project site. That means that no project made it to a hearing body in order to be denied. Whatever private conversations that happened between this individual and former Director French could not be validated at that time.

In response to the second component of the individual’s comment, staff went through the design expectations and pointed out how the project was conforming to the design expectations that speak to developing a subdivision’s character to match the existing character of Hughson. Staff highlighted the different ways the project is implementing design features that will enhance the “small community” feel and provide a safe and attractive environment for families who choose to walk, ride and play in the subdivision. Specifically, staff noted that there would be several points of ingress and egress connecting local streets, bikeways and sidewalks; that the community would not be gated which creates a feeling of exclusion rather than inclusion; that there would be homes fronting the parks, putting “eyes on the street” which adds safety for the community; there will be special paving treatments at crosswalks and key intersections creating a sense of place; there would be landscaping and monuments at key entry points; there will be sidewalks and pedestrian pathways on both sides of the street; these pedestrian walkways will be separated from the curb by a landscaped planter strip; there will be street trees planted in regular intervals in these areas; the trees will be of the variety that has a large canopy for ground coverage; there will be a Class 1 bikeway for off-street, non-vehicular pedestrian circulation; there will be decorative light fixtures and street signs; there will be landscaped setbacks for every house; and there will be a neighborhood entry marker that contributes to creating a sense of place for the residential community to name a few ways the project conforms to the Design Expectations and promotes a “small town feel” for the community.

A second commenter listed a variety of concerns. The individual asked for a detailed plan as to how the school district intended to accommodate the new students that would be coming to the school district from this new development. The individual felt that the bike path, with holes in the fence, was a bridge to nowhere. The individual felt that the comment made by the applicant that kids don’t play outside anymore was wrong. The individual asked if traffic studies have been done at the school sites. The individual questioned the population growth anticipated by the Housing Element.

Brenda Smith, the Superintendent of Hughson Unified School District addressed the issues related to school enrollment and school capacity. For the 2017 plan, the Superintendent indicated that they knew they would have new subdivisions coming in to the City so they raised their development fees accordingly to be prepared for future growth. The development fees are only used for facility upgrades. Superintendent Smith indicated that when the funds are received, they go into a specific account for building upgrades. Superintendent Smith noted that over the last few years there has been a decline in enrollment and that the school district launched an enrollment campaign to bring students into the district. This campaign

brought in 70 students into the district. Some of the schools are limited in physical space to add new classrooms if needed, especially the elementary school. However, the other campuses have room for a permanent building or portables should they be needed. Superintendent Smith identified that 7 new classrooms would be needed for the projected growth of the Parkwood Development. Superintendent Smith indicated that the high school has classrooms that are not in use that need to be taken down and replaced. The school district initially planned on a November 2020 school bond in the future to address building maintenance on the high school. The bond will no longer be proposed in November. Superintendent Smith noted that growth in student population has actually been slower than anticipated in the 2017 study. Student growth has been flat and there was a decrease over the last few years. The Superintendent was supportive of the project and felt that this subdivision would bring in the families that could start rebuilding the kindergarten population in the school district. She stated that there are low elementary school numbers because once families move in, they don't leave and that means there are no students in lower grades coming to the schools. The new homes provide the opportunity to jump start the school-age population.

Staff noted that the comment about the 200 students coming in to Hughson with interdistrict transfers was to show that the perception is that the schools are full in town, yet the school district has to actively recruit outside of town to bring students into the system. Superintendent Smith confirmed this.

Staff suggested that the applicant did not mean that people do not play outside anymore so the need for a backyard is moot. Staff noted that when there is access to safe and clean green space, the need for a private backyard is reduced. Hughson did not own a park until 2018. The other green areas in town are considered stormwater basins and flood for a portion of the year, rendering them unusable. This project will provide three parks, and only one is a dual-use basin.

Staff addressed the "trail to nowhere" comment by stating that the trail actually connects to the walking trail in Ceres and that the General Plan identifies this area of the city as a desired location for a fully developed trail. The project applicant has improved the area of the bank that abuts their property. As future development occurs, it is hoped that it will mirror this new trail. There is a subdivision that will create a break in the trail as it was allowed to be built right up against the trail, but that doesn't mean the rest of the area along the canal can't link up in the future.

Staff addressed the projected population growth from the Housing Element by noting that after the development of this site, there is very little untouched land left in the City available for housing. It is actually quite plausible that the 9,500 number will carry the city through 2045 since there is little land left available for housing development.

The traffic consultant addressed traffic around the schools. There is always traffic around schools during the morning drop off and the afternoon pick up times. This is an unavoidable reality for areas around schools. With or without this development, traffic will not decrease at the schools until there are no students attending schools. This is not a unique situation to Hughson.

The traffic consultant further discussed the standards for traffic on local roads. A street can handle far more traffic than what people in town think is acceptable. The anticipated 3,000 daily trips on the road is far less than the 10,000 trips that the road can handle. As such, the City has considered how many trips is in fact acceptable to have traveling down the road, and the 2,000 trips that this project generates is within this acceptable range.

The next individual equated his mullet to the trend of building dense housing units in Hughson. The individual stated that the Commission should not approve a "trend" since his mullet trend was a bad idea. The individual questioned the amount of acceptable traffic on local streets. The individual asked why a bridge is not required since a bridge was required for Euclid. He questioned how this project conforms to the grid network. The individual questioned the elimination of prime commercial property. The individual discussed "prime arterial streets" attracting commercial uses.

Staff stated that using the word "trend" was a poor word choice for the staff report. Staff was trying to indicate that the cost of land and materials in California is consistently increasing, forcing developers to build smaller lots to get more houses in the project in order to make a profit that is large enough to go through the planning and building process. The word trend was meant to reference a pattern in development that isn't changing in the State of California any time soon. So unlike the mullet, smaller lots will become the norm rather than the exception.

Staff addressed the elimination of commercial property from the site and why it is a benefit to the community. The Downtown area is the prime commercial hub for a smaller city like Hughson. When you start to have other commercial uses located away from the Downtown area, you are depriving this hub of all of that commercial activity. Commercial at Hatch and Santa Fe will take away from the success of the commercial uses at Hughson's core. As far as a grocery store is concerned, there is no guarantee that a grocery store would locate at this location, so to preserve this land for that use is essentially ensuring no development will occur there. There are other parcels of land being considered for a grocery store in the downtown area. There is a property owner working to amass properties for the store should one be interested in locating in Hughson.

The traffic consultant again addressed the issue of the bridge, the arterial street networks, and the presumed assumptions in the traffic report. The General Plan Environmental Impact Report addressed the bridge location and linked its presence in the Circulation Element to the retail center. The Mountain View Road extension was intended to provide capacity for access to the commercial and higher density residential uses proposed for the area surrounding the roadway, and was not designed with the sole purpose of relieving congestion at the Hatch Road/Santa Fe Avenue intersection. Eliminating that commercial use reduces the total traffic volume on the connection. This means that without the commercial component, there would be no reason for people that don't live in this area to turn off of Hatch at a Mountain View bridge.

The project does show that there will be more traffic in the area. More people mean more cars. However, the 3,000 vehicles per day (vpd) threshold is commonly used

by cities and counties to help plan local streets. The current daily traffic volumes on the local streets south and east of the project carry volumes that range from 297 to 926 vpd. The Parkwood project is projected to add 45 to 365 vpd, or about 2% to 12% of the threshold volume. The public's statement that a 60% increase in traffic is unacceptable seems like a lot of traffic when it is taken out of context. The 60% increase is an increase of one to two more cars when the existing traffic amounts are not high to begin with.

Staff noted that the Euclid development was not required to build the Euclid bridge. The Development Agreement for that development does not have a clause in it stating that the traffic generated by this subdivision would necessitate a bridge. Given the amount of development that occurred in the City as a whole, a new bridge was planned in the General Plan for the Euclid and Hatch area. This street extends for two miles and is a major road through the City and county. The volume of traffic that Euclid carries is nowhere near as heavy as the cars that would be using the proposed bridge. It would only carry those people living in the Parkwood subdivision, and that is not a comparable amount of traffic.

The Commission closed the public comment period at this point. Each Commissioner was given the opportunity to speak on the project. Commissioner Henley noted that she was on the Planning Commission for a year and she felt her job was to represent the community of Hughson. Commissioner Henley brought up that the City used to have a park that is no longer there. Chair Evans thanked everyone for participating and indicated that his job is to determine whether a project is supported by the General Plan and remove personal feelings.

Commissioner McFadden motioned to approve the project, and Commissioner Evans seconded the motion. The motion carried 3-2-0 (Commissioners Henley and Strain voting no) on all six recommendations.

Updated Information

Since the Planning Commission meeting, the property owners made an offer of a \$750 fee per house for a total of \$225,000 to be put toward the development of the Downtown area in exchange for eliminating the commercial uses at the project site. This offer is being incorporated into the Development Agreement. Should the project be approved, the fees collected under this special fee will be put towards the economic development and commercial growth of the Downtown.



PLANNING COMMISSION

AGENDA ITEM NO. 4.2

SECTION 4: PUBLIC HEARING

Meeting Date: August 18, 2020
Subject: Parkwood Subdivision Project
Enclosures: Plans
Design Expectation Checklist
Mitigation Monitoring and Reporting Program
Presented By: Lea C. Simvoulakis, Community Development Director

PROJECT DATA	
Applicant:	Mid Valley Engineering-MVE, Inc.
Existing Zoning:	C-2 Commercial General R-1 Low Density Residential R-2 Medium Density Residential
Proposed Zoning:	R-2 Medium Density Residential with Planned Development Overlay
Existing General Plan:	Service Commercial Medium Density Commercial Low Density Commercial
Proposed General Plan:	Medium Density Residential
California Environmental Quality Act:	Mitigated Negative Declaration

APPLICATION SUMMARY

The proposed project includes a General Plan Amendment, a Zone Change, a Vesting Tentative Map, a Conditional Use Permit for a Planned Development Overlay Zone, and a Development Agreement for the project known as the Parkwood Subdivision Project (Parkwood). The Parkwood projects is a proposed 299 home subdivision development on a 56.04-acre lot with three community parks. The Planning Commission serves as a recommending body for these actions and can choose to recommend approval or denial to the City Council.

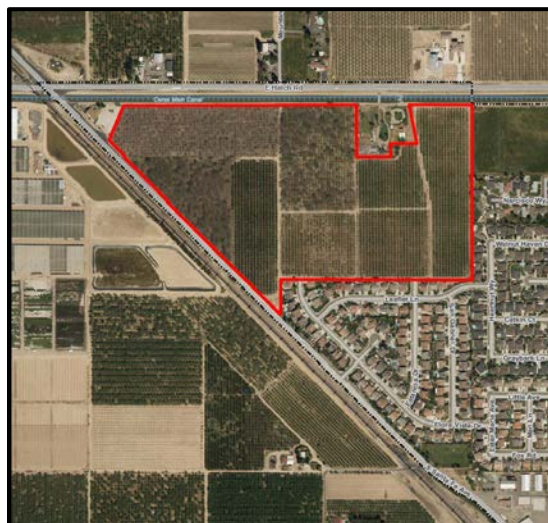
STAFF RECOMMENDATION

Staff recommends that the Planning Commission:

1. Recommend that the City Council Adopt Resolution No. 2020-XX Approving a Mitigated Negative Declaration for the Parkwood Subdivision Project.
2. Recommend that the City Council Adopt Resolution No. 2020-XX Approving a General Plan Amendment 20-01 to change the Land Use diagram from Low Density Residential, Medium Density Residential, and Service Commercial to Medium Density Residential on a 56.04-acre site.
3. Recommend that the City Council Adopt Resolution No. 2020-XX Approving a change in the Zoning District Designation from R-1 single Family Residential, R-2 Medium Density Residential, and C-2 General Commercial to R-2 Medium Density Residential on a 56.04-acre site.
4. Recommend that the City Council Adopt Resolution No. 2020-XX Approving a Vesting Tentative Map for the Subdivision of a 56.04-acre property into 299 residential lots and 3 parks.
5. Recommend that the City Council Adopt Resolution No. 2020-XX Approving a Conditional Use Permit to create a Planned Development Overlay Zone on a 56.04-acre site.
6. Recommend that the City Council Adopt Ordinance No. 2020-XX Approving a Development Agreement between Parkwood Hughson, LLC and the City of Hughson.

PROJECT LOCATION

Location	South East Corner of E. Hatch Road and Santa Fe Avenue
Assessor Parcel No.	018-017-002, 018-017-010, 108-018-014
Annexation Date	August 14, 2006
Acreage	56.04 acres



As the above map indicates, the proposed project site is located at the south east corner of East Hatch Road and Santa Fe Avenue. The project site is approximately 56.04 acres and was annexed into the city limits on August 14, 2006. The site is currently used for agricultural uses and the existing orchards include 5,600 walnut and almond trees. The project site is immediately south of the Turlock Irrigation District (TID) Ceres canal and East Hatch Road. There are agricultural uses located in Stanislaus County to the north of the site, across the canal. There are single family residential uses to the east and south of the site with Santa Fe avenue and the railroad to the west of the site.

There are two areas that are not part of the project site. The first is the Jehovah Witness Kingdom Hall building that is located directly at the tip of the intersection of Hatch and Santa Fe. The second area is two existing single-family homes with associated garages and buildings located on the north boundary of the site adjacent to the TID canal.

PROJECT BACKGROUND

The proposed project includes the subdivision of the 56.04-acre site into 299 single-family residential lots with one single-family house per lot. The density for this site is 5.34 dwelling units per acre. The lots would range in size from 5,005 square feet to 13,280 square feet. There will be two types of single-family housing units. The first is called a "Park Home" which would include the traditional residential lots on the 5,005 to 13,280 square feet lots. The second is called a "Courtyard Home" which would include lots of approximately 5,250 square feet with a shared driveway between a cluster of lots. There will be 99 Park Homes and 200 Courtyard homes. The below map identifies the two areas not part of the project and have them listed as N.A.P. (not apart of project).



Of the 56.04-acres, 6.14 will be park or enhanced landscaped green space. The three parks are a total of 4.88 acres of just park space. The remaining 1.26 acres of green space will be located in the 25' wide landscape buffer along Santa Fe Avenue, along the Class I Bike trail along the TID Ceres main canal, and in a .15-acre enhanced landscape area at the entrance to the project.

In order to construct the project, the existing walnut and almond orchards will need to be removed. When the site was annexed into the City in 2006, it was anticipated that the orchard use of this site would eventually be terminated since the site was pre-zoned with three non-agricultural zoning districts: C-2 General Commercial, R-2 Medium Density Residential, and R-1 Low Density Residential, to match the existing General Plan land use designations of Service Commercial, Medium Density Residential, and Low Density Residential. As a required mitigation for the removal of the 5,600-tree orchard, the project is required to plant a minimum of 560 trees throughout the project. The applicant is proposing to plant over 600 trees, some of which will be non-fruit producing orchard trees to retain the orchard-like feel of the area.

ANALYSIS

The proposed application components were analyzed with respect to conformance with:

1. The Hughson General Plan, adopted 2005
2. The Hughson Municipal Code
3. The Design Expectations, adopted 2004
4. California Environmental Quality act (CEQA)

The Hughson General Plan

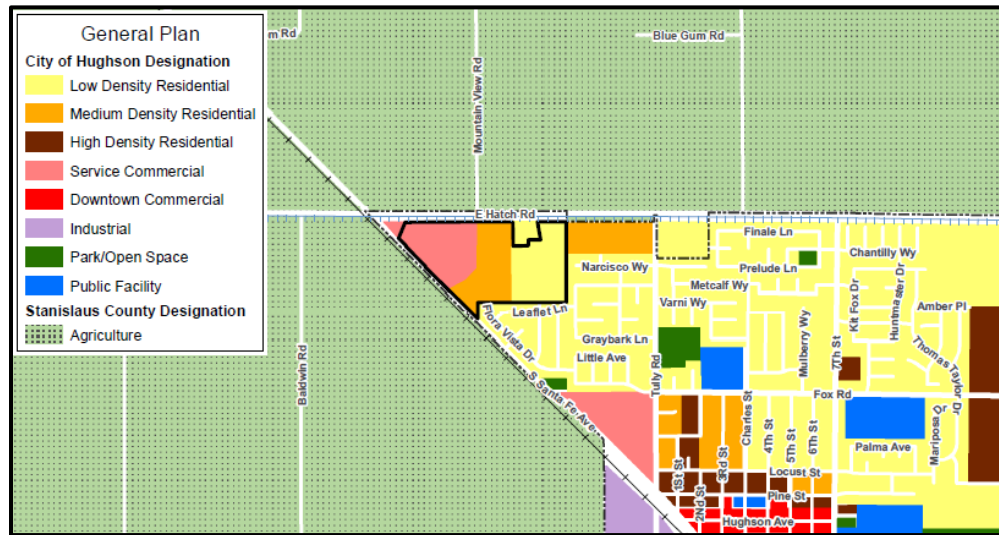
Existing and Proposed Land Use Designation

The first component of the project is a General Plan Amendment request to change two of the existing General Plan Land Use Designation of the site from Service Commercial and Low Density Residential, to Medium Density residential.

Existing Land Use

The site has three existing General Plan Land Use Designations: Service Commercial, Medium Density Residential, and Low Density Residential. The Service Commercial designation of the site is 19 acres of the overall site, the Medium Density Residential designation is 17.73 acres of the overall site, and the Low Density Residential Designation covers 19.28 acres of the overall site. The remaining .03 acres are not designated as they are in the existing right of way of Santa Fe. The below map shows the existing land use designations of the site and the properties surrounding the site. The existing land use designation shows that there are Medium Density residential uses directly adjacent to existing Low Density Residential uses at the terminus of Flora Vista Drive and along the

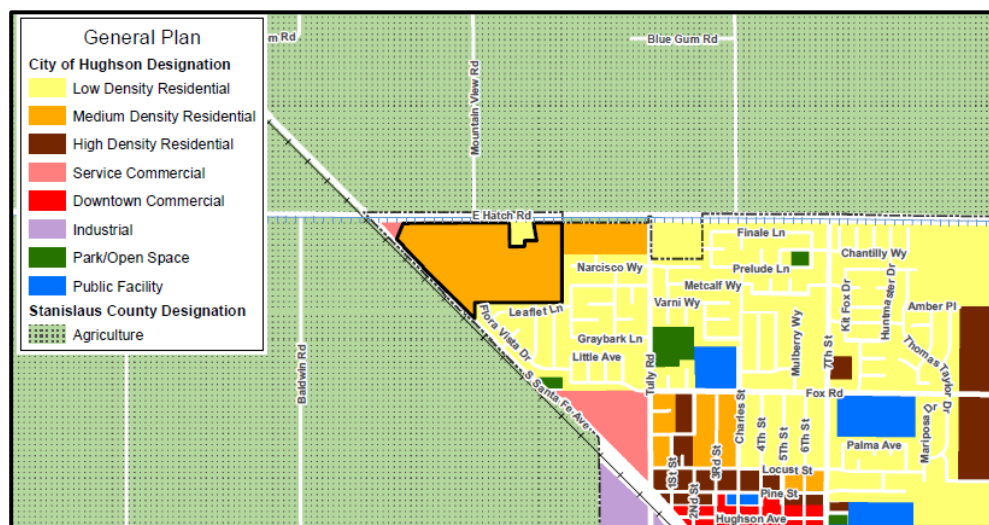
back side of some homes along Leaflet Lane. There is also an existing Medium Density Residential designation north of Narcisco way which is not part of this project.



Should this project not be approved, the current property owners could choose to develop a project that is consistent with the three different land use designations as they exist today. This means that they would be able to build commercial uses on more than a third of the existing property, and medium and low density uses on the remaining two-thirds of the site without Council or Commission approval of the use. The developer may need other approvals or permits from the Council or Commission for the construction of buildings, but they would not need to ask permission to develop the land with conforming residential or commercial uses.

Proposed Land Use Designation

The General Plan Amendment request is to change the Service Commercial and Low Density Residential land use designation (38.28 acres) to Medium Density Residential.



The Medium Density Residential land use designation promotes a mixture of single-family houses, duplexes, triplexes, fourplexes, and townhouses within the same neighborhood. This category is designed to provide a transition between lower density housing and commercial or more urban uses. The designation also ensures that there will be a variety of housing types in Hughson, which is consistent with the original parts of the city. The original areas of the city around downtown and the areas south of Fox Road include a mixture of single-family homes adjacent to more dense housing units and even commercial uses.

As the city experienced development in the early 2000s a stark separation between larger single-family lots uses and more dense uses developed. More recent trends in single-family development in California favor denser development given the cost of land and construction. This trend arrived in Hughson in 2017 with the approval of the Province Place development. Province Place is a 39-unit development on a 4.58-acre site. This development has the density of 8.5 dwelling units per acre. This is a very dense development compared to the developments approved between 2000 and 2008 in Hughson.

The proposed development is a compromise between the large lot single-family subdivisions of the early 2000s and the ultra-dense subdivision of Province Place. The proposed 299-unit subdivision has a density of 5.34 dwelling units per acre. Based on the density allowance for the Low Density land use designation in the General Plan, if this site were to develop as a Low Density Residential use, the maximum density per acre is 5 dwelling units per acre. Given the size of the project property, a development that meets the 5 dwelling units per acre on this site could have 280 homes with even the *lowest* density land use designation. Moreover, the Low Density land use designation allows for a 25 percent increase in units under the Planned Development process per the General Plan. This means that the density on this site could ultimately be 6.24 dwelling units an acre which would translate to 350 units. This is much higher than the proposed 299 units at 5.34 dwelling units per acre. The point of this comparison is to show that the density proposed with the Medium Density designation is right in line with the City's lowest density designation, and that the 299 homes is in line with what could already be built on the site given the current land use designation.

It is important to note that in the year 2000 there were only 3,980 people living in Hughson. Between the years 2000 and 2014, the population increased to 7,118 people. This is a 78% increase in population or about a 5.5% increase in population each year for those 14 years. This time period represents the largest growth period in Hughson's history. Over the last five years, the population has increased to approximately 8,017 people according to the 2019 Department of Finance population estimates. The Housing Element estimates that the population for Hughson will reach approximately 9,500 by the year 2045. The slow growth over the next 15 years is due to the limited land left in the City available for development. The proposed project anticipates adding 1,034 people which is right on track with the Housing Element estimates, as the project site is one of the last large pieces of land available for development in the City. Given

its size, it is reasonable to assume that the development of this site would bring the estimate population to its anticipated peak. While the Euclid Subdivision is under construction at this time, the anticipated individuals moving in to these 69 units have been accounted for in population growth since the project was approved back in 2007, eight years prior to the adoption of the recent Housing Element. Given Hughson's history, the increase of 1,034 residents is relatively minimal compared to the growth that Hughson has experienced in the past.

Before the land use designation can be changed, and the rest of the project can be approved, the Commission and Council need to find that the change in land use designation and the project as a whole, is consistent with the goals and policies of the General Plan and the City's Housing Element.

Need for Housing

California law requires that each City adopt a comprehensive, long-range General Plan, which includes a Housing Element. The Housing Element must identify the jurisdiction's plan for meeting the existing and projected housing needs of all economic segments of the community. As such, the law requires that cities adopt plans and policies that provide opportunities for housing development that foster all different types of housing options for the community. Should cities fall short of supplying their share of the Regional Housing Needs Assessment (RHNA) housing units, future funding sources for things like roads and transportations, could be at risk. There is an expectation that *every city* do their part in meeting housing needs at all income levels. The change to a denser land use designation will allow the City to meet its necessary RHNA numbers by allowing more housing units to be built. The below land use and housing policies from the General Plan and Housing Element all support additional housing types and densities within the City of Hughson:

- **Policy LU-2.3:** New residential neighborhoods will incorporate a mixture of residential types to meet the housing needs of the entire community.
- **Policy LU-3.3:** Residential development within the Medium Density Residential designation should provide a mixture of housing types within the same development.
- **Policy H-1.4:** The City shall ensure that sufficient land is available and zoned at a range of residential densities to accommodate the City's regional share of housing.
- **Policy H-1.4:** The City shall encourage the development of new mixed-income and mixed-use development projects as a means of increasing the housing supply while promoting diversity and neighborhood vitality.

These housing policies in the General Plan encourage the development of a mixture of housing types, styles, and densities in the City. The two different housing types

proposed in this development fulfill this General Plan objective. The General Plan encourages a variety of housing types and styles in order to avoid the visual “sameness” seen in many new subdivisions. The Court Home concept is new to the City and while it will look like a regular street façade at first glance, the façade will actually be varied and provide more depth than a traditional neighborhood street. Including this mixture of housing types also allows for all residents to find more affordable housing as the lots will be smaller, more affordable lots.

Protection of the Downtown Commercial Uses

The change in land use from Service Commercial to Medium Density Residential is also supported by the General Plan. The General Plan has policies that speak to the development of the commercial uses in the Downtown area. Should this site retain its Service Commercial designation rather than Medium Density Residential, 19 acres of commercial uses could be built at the edge of town which would detract activity away from the Downtown. This would be in direct conflict with the efforts the Council has made to develop a strong downtown core. The following General Plan goals and policies support removing the Service Commercial land use designation in favor of another land use designation so as to support and protect the Downtown Core:

- **Goal LU-4:** Enhance the viability of the Downtown and preserve its role as the heart of the community.
- **Policy LU-4.1:** The City will encourage the location and retention of business within the Downtown.
- **Action LU-4.3:** Coordinate with the Hughson Chamber of Commerce and other business organization to enhance the Downtown as the community’s primary commercial area.

It would be detrimental to the Downtown Core to have 19 acres of commercial use at the edge of the City. Bringing people into the City’s core will help all existing and any new businesses thrive. It is in the City’s overall interest to allow the existing site to change its use so that those potential future business uses can be located in the heart of Downtown.

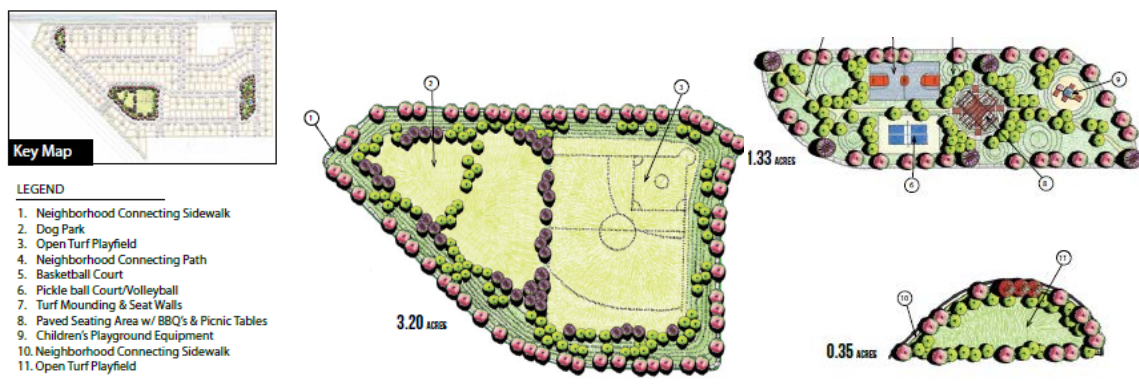
Open Space and Parks

The proposed project also meets various General Plan goals and policies related to open space, pedestrian and bicycle goals, and the preservation of orchard trees. The following goals and policies are related to parks and pedestrian and bicycle amenities:

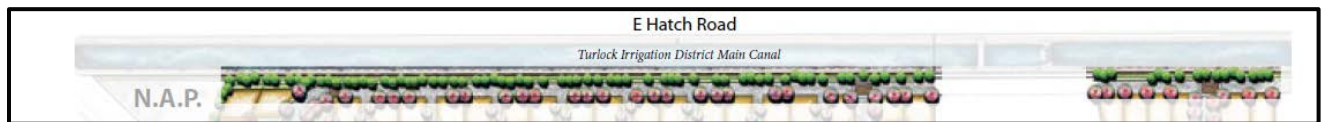
- **Goal C-6:** Provide a bicycle and pedestrian network to encourage bicycling and walking for transportation and recreational purposes.

- **Policy C-6.1:** Safe, attractive and convenient bicycle and pedestrian friendly facilities will be provided to link schools, parks, civic facilities, employment centers, shopping, and downtown as well as provide a viable alternative to the automobile.
- **Policy C-6.4:** New development will be required to provide sidewalks and connections to the community-wide bicycle and pedestrian network.
- **Goal COS-2:** Provide parks, open space, and recreation facilities to maintain and improve the quality of life for Hughson residents.
- **Policy COS-2.1:** New Development will be required to provide adequate parkland at a ratio of five acres per 1,000 residents in accordance with the Quimby Act.
- **Policy COS-2.3:** Where feasible, drainage basis should be built with a contoured or tiered design to optimize the potential for the dual purpose of providing additional recreational opportunities.
- **Policy LU-3.10:** While the City recognizes that there will be a loss of orchard trees as development occurs, new development will be encouraged to design landscaping with mature trees to create a feeling similar to that of an active orchard.

Using the General Plan metric, the project would be required to provide 5.17 acres of parkland for the resulting 1,034 residents. The proposed project includes development of 6.14 acres of open space and park facilities. The facilities are intended to serve the residents of the project and the entire community of Hughson. The proposed project is also being required to zone in park amenities so that the items proposed will actually be constructed. The below illustration provides the required amenities at the three different park locations. The proposed parks will have a dog park, a basketball court, a pickle ball/volleyball court, BBQ areas, seating areas, a play area, and turf areas. The actual placement of the amenities could vary, but these amenities will be put into the development when it is constructed. The main park also serves as the community storm basin.



Facilities for pedestrians and bicyclists are going to be present on the streets adjacent to the south and east sides of the project site, and account for part of the 6.14 acres of green space in the project. Sidewalks will be created along the new streets. A paved walking/jogging path, which is also considered a Class I Bike Trail will be provided along the TID Ceres canal. These facilities will facilitate movement throughout the project and provide connections to the existing neighborhoods. The bike trail is a long-time goal of the city and it is hoped that the trail development will continue all along the canal in the future.



While the City is an agrarian community at its core, the loss of the current orchards was anticipated when this site was annexed into the city, as previously discussed. The applicant will be required to replace trees on site as mitigation for removing the orchards. The project is required to plant at least 560 trees, but the plan is to actually plant a mixture of over 600 trees. This far exceeds the replanting ratio required when orchards are removed in favor of development.

Additional General Plan Policies

The remaining General Plan policies listed below are required of all new development. Each development is required to provide its own infrastructure to adequately serve the residents of the new development. Each project must have adequate circulation, provide all utility connections for sewer and water and to connect to the City's infrastructure.

- **Policy C-2.2:** New development shall provide all improvements necessary to adequately serve the development's traffic access and circulation need, such as roadway improvements, dedications of rights-of-way and reciprocal easements.

- **Policy PSF-7.2:** The approval of new development shall be conditioned on the availability of adequate long-term capacity for wastewater conveyance, treatment and disposal sufficient to serve the proposed development.
- **Policy PSF-7.3:** All new development shall demonstrate to the City that the downstream sanitary sewer system is adequately sized and has sufficient capacity to accommodate anticipated sewage flows.
- **Policy PSF-8.6:** New Development will be required to provide for its stormwater impacts.

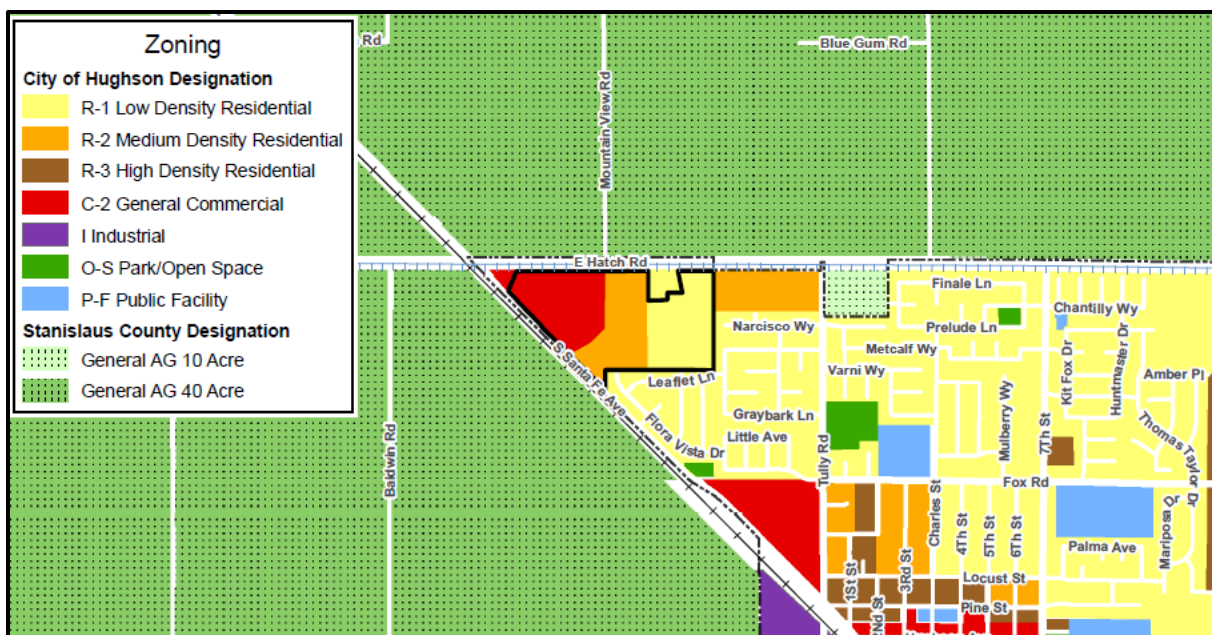
Based on the above conformance to the listed General Plan policies, the proposed change in land use designation and the project as proposed, is consistent with the General Plan and its policies.

The Hughson Municipal Code

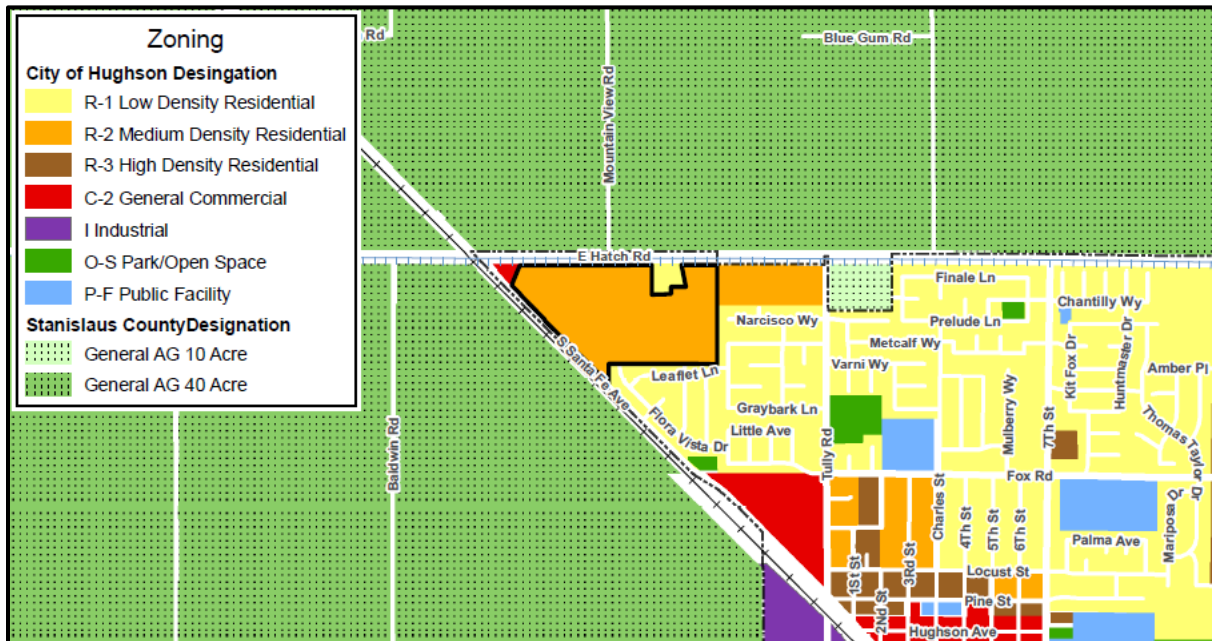
Change in Zoning District

Existing Zoning Districts

The second component of the project is a change in the zoning district designation of the project site. The project site is currently zoned R-1 Single Family Residential (19.28 acres), R-2 Medium Density Residential (17.73 acres), and C-2 General Commercial (19 acres).



The proposed project would change the R-1 and C-2 zoning districts to the R-2 zoning district.



The purpose of the R-2 zoning district is to provide living areas where a compatible mixture of single-family, duplex, triplex, fourplex and townhouse housing will provide a suitable environment for family living to ensure adequate light, air, privacy, and open space for each dwelling and to provide space for community facilities needed to complement urban residential areas. This zoning district is consistent with the Medium Density Residential land use designation. As such, the R-2 zoning district conforms to the General Plan for all of the reasons listed in the above section.

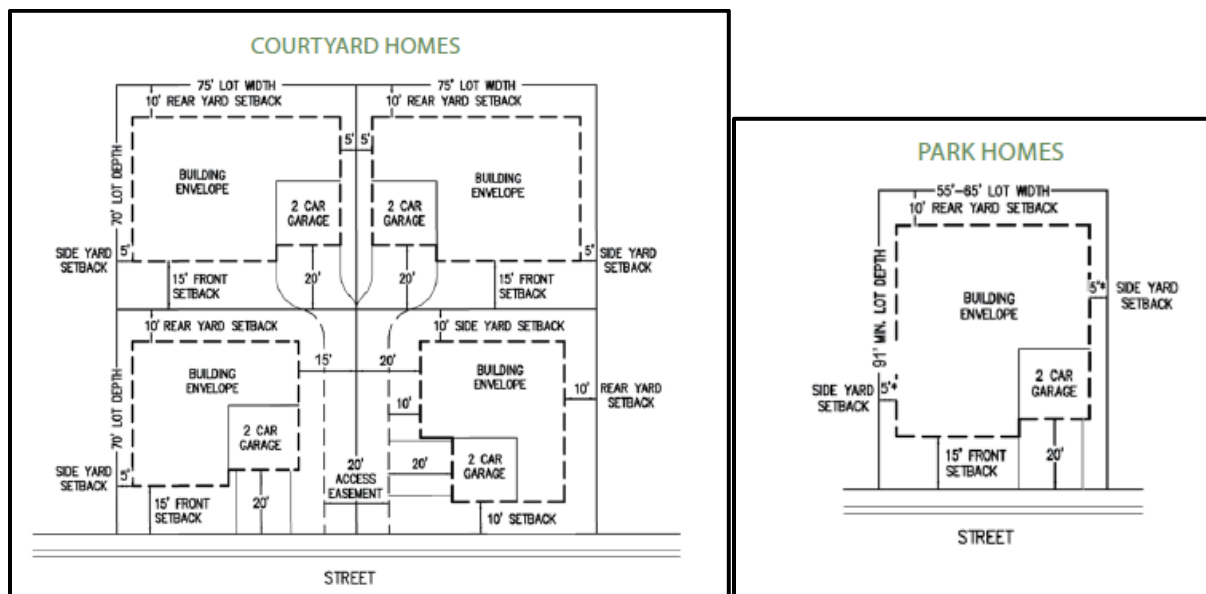
The existing development standards of the R-2 zone in the Hughson Municipal Code are identified in the table below:

Density	5.1 DU/A to 14.1 DU/A
Average Parcel Size	N/A
Front Setback	20 feet
Side Setbacks	5 feet for one story 7 feet for two story
Side Corner	15 feet
Rear	10 feet
Minimum Width (feet)	65 feet corner- single family 55 feet other- single family 70 feet duplex or multi family
Minimum Driveway Length	20 feet
Maximum Height	35 feet

The proposed project is deviating from some of these standards but not all. There is no average lot size requirement for the R-2 district. The lots for the Park Homes will be about 5,000 square feet, and the lots for the courtyard homes will be 5,250 square feet. The overall average lot size is 5,500 square feet. The table below shows the R-2 development standards as they compare to what the project is proposing (in red):

	Existing	Proposed
Density	5.1 DU/A to 14.1 DU/A	5.34 DU/A
Average Parcel Size	N/A	5,500 square feet average
Front Setback	20 feet	15 feet front 20 feet garage
Side Setbacks	5 feet for one story 7 feet for two story	5 feet
Side Corner	15 feet	Maintain line of sight
Rear	10 feet	10 feet
Minimum Width (feet)	65 feet corner- single family 55 feet other- single family 70 feet duplex or multi family	55-65 feet
Driveway Length	20 feet	20 feet
Maximum Height	35 feet	35 feet

The layout of the Court Homes and the Park Homes with their prescribed setbacks are below:



While the proposed project conforms to the density and many of the development standards of the R-2 zoning district, there are still differences between the proposed district and the R-2 zoning district. As such, the proposed project will also need a Planned Development Overlay Zone which will allow for reduced setbacks and design flexibility. A Planned Development Overlay Zone requires a Conditional Use Permit.

Conditional Use Permit: Planned Development Overlay

The Planned Development Overlay Zone (PD Zone) section of the Hughson Municipal code is in 17.02.028. The purpose of the PD Zone is to encourage a creative and more efficient approach to the use of land and to provide greater flexibility in the design of integrated developments that would otherwise not be possible through the strict application of the zoning regulations. A PD Zone may be applied to parcels of land of any size and in any zone that is found to be suitable for the proposed development. The permitted uses of land in a PD zone are any use or combination of uses and densities that allow for a development that conforms to the General Plan. In this instance, it has been demonstrated that the proposed zone change and overall project is consistent with the General Plan. As such the 299 unit subdivision with Court Homes and Park Homes would be an allowable use within a PD Zone.

Per the code, the development standards of the proposed project should conform to the underlying zoning district except where it can be found that the total development will be improved by a deviation from the underlying development standards. What constitutes an improvement is listed in the below findings.

Required Findings for an Overlay Zone:

Any proposed development plan containing any modification in or deviation from the standards required in the underlying zone will result in an improved project which is consistent with the General Plan, including at least one of the following findings:

1. Larger and more desirable open space is being provided, other than that required for public facilities such as storm drain retention basins.
2. Housing for very-low-income, lower-income, moderate-income and senior households is provided that meets the affordability requirements and development standards found in HMC 17.03.016.
3. The project will provide for a greater diversity of housing types including duplex and multifamily residences.
4. Provision of infrastructure or land for the provision of needed public facilities approved by the City Council beyond what would have been required for the development under the site's underlying zoning district.

The proposed project meets the first and fourth finding for an overlay zone. As discussed previously, given the size of the development and the number of assumed people that would be coming to the city, the proposed project would be required to provide 5.17 acres of parkland for the resulting 1,034 residents. The project is proposing 6.14 acres of park land and green space throughout the project site. While the largest park will have the storm drain retention basin for the project, there will still be multiple amenities at this park. Specifically, there will be a dog park, with enough room to have separate areas for both

small and large dogs. In addition to this dual use park, the project proposed two other parks, one that is 1.33 and .35 acres. The 1.33 acre park will have a variety of sports amenities, a seating area, a BBQ area, a play area, and walking paths. The smallest park will have open turf playing area, which is always needed for practice for the different sports teams within Hughson.

In addition to the extra park space, this particular project is proposing a unique housing type for Hughson- the Court Home. This court home concept will have four to six homes off of a single drive. The homes will look and feel like regular single family homes, but the lots will be smaller and thus more affordable to members of the community.

For these reasons, it is recommended that the Commission and Council find that the proposed project meets the requirements of the Planned Development Overlay zone findings.

Design Expectations

In 2004, the City Council adopted Design Expectations that inform developers of the City's expectations for new residential development. The Design Expectations build upon the policies described in the General Plan by providing more specific examples of how to achieve a pedestrian-friendly community that builds on Hughson's traditional character. Prior to submitting a project application, developers are required to complete the Self Certification Checklist contained in the Design Expectations to ensure that each development incorporates the spirit of the desired design principles. This Self Certification for the proposed project is attached to the staff report.

Some of the main General Plan Policies that form the basis of the Design expectations are listed below:

- **Policy LU-3.1:** New development should be compatible with physical site characteristics, surrounding land uses, and available public infrastructure.
- **Policy LU-3.2:** New Development should provide a visually interesting appearance through variations of site and building design and building placement and orientation.
- **Policy LU-3.5:** New Development should be designed to connect to the existing community, through the orientation and design of buildings and vehicular, pedestrian, and bicycle connections.
- **Policy LU-3.6:** New development should not be visually or physically separated from the rest of the community.

Broadly, the proposed development is compatible with surrounding land uses. It is a single-family residential development that is right in-line with the surrounding densities in the neighborhoods immediately adjacent to the project and throughout the city. The

planned design of the overall development encourages walking and biking. The facade of the homes will look and feel like traditional single-family homes, despite the lot size. And most importantly, the new neighborhood will be connected to the existing neighborhoods through the existing street system. There will be enhanced landscaping and paving throughout the development, creating a strong sense of place.

The Design Expectations address a variety of different categories related to these four big concepts above. They are broken up into the following categories:

Orientation to Built Community/Adjoining Development

It is expected that new development will have numerous points of ingress and egress, interconnecting with local streets, bikeways and sidewalks. The proposed project will be connected to the neighborhood to the south and east through two streets, Flora Vista Drive and Estancia Drive. There is also a connection to Santa Fe Avenue. Other streets are planned to be stubbed in the development and when future development occurs to the east of the site, the subdivision will be further connected to the existing neighborhoods. There is also a developed Class I Bike trail at the north of the site that links this area of Hughson to Ceres via the TID Ceres Canal. The subdivision is an open community without gates, and it only has a block wall to attenuate the sound along Santa Fe Avenue. The General Plan consistently stated that new development provide connections to existing development, not close them off. These connections are key in ensuring that this development is not separated from the community, and these continued connections will create a feeling of completeness which is lacking with the current orchards.

The homes that will be constructed will not place any two-story homes adjacent to single-story homes. All homes that are within a half mile radius of the railroad or Hatch Road will have rated assemblies or doors, windows and sliding glass doors.

Orientation to Parks, Public Open Space, and “Edges” of the Community

The homes are designed so that they front the parks and bike trail to keep “eyes on the street” and to serve as a safety mechanism for the community. The homes that face the canal also face the city’s edge which is a more attractive view of the city for those traveling on Hatch Road. The only wall edge is along Santa Fe which is needed given the noise of the railroad.

General Street Widths and Block Lengths

The overall street system is a modified grid system that does not include any cul-de-sacs.

Reduce Vehicle Speeds Through Neighborhoods

There are traffic calming measures in the project like round-a-bouts that will slow traffic to enhance the pedestrian experience as well as special paving features that create

attractive sidewalks for pedestrians. In addition, there are key neighborhood entry points that are highlighted with paving, landscaping and signage.

Encourage Pedestrian Activity In Residential Neighborhoods

There are walking paths at the parks, and all of the streets are connected via sidewalks as well as special paving along crosswalk intersections, highlighting the pedestrian experience. In addition, there are key neighborhood entry points in the subdivision that are enhanced through landscaping and roadway texture.

Enhance the Pedestrian Scale of the Residential Streetscape

Pedestrians are encouraged to walk throughout the subdivision but specifically along the TID Ceres Canal enhanced Class I Bike trail. This area is already a walking path, but the project is enhancing it tenfold. There are also over 600 trees planned for the development which will enhance the pedestrian experience even more. The street trees will be decorative and will provide a nod to the agricultural history of the city and site, and functional by providing a shade canopy to encourage outdoor activity.

Provide Variation in Lot Depths and Lot widths

There is a variation of lot sizes and widths incorporated into the project design.

Street View Walls and Monument Entries/Access

There are plans for an enhanced perimeter entry off of Santa Fe. This entry will not only serve as an entry into the neighborhood, but to the City as well. In addition to the enhanced entry off of Santa Fe, each connecting street from the existing neighborhood to the new development will have enhanced paving and landscaping.

Provide Variation in Building Setback and Streetscape Expression

The four-pack and six-pack configuration of the house creates an inherent variation in house placement and will provide for a varied building front. The different housing types will prevent any repetitiveness in the housing type and placement. The homes will be manipulated to allow for visual interest and bulk and height will be varied.

Building Variety and Type

The Court Homes and Park Homes will provide variation to the street scape that is lacking in many current single family neighborhoods. In addition to the different housing type, each housing type will have one and two story models which will provide even more variety and interest to the streetscape.

Minimize the Impact of Garages and Off Street Parking Areas

In the proposed designs, the garage is not the prominent feature in the facades. The main building is closer to the street and there is articulation of the front facades. The second stories will be located above the garages and will have an added architectural element to them.

Creative Entry Walks and Driveways

Each home has a separate pedestrian entrance to the front door. All driveways are 20 feet in length and will have a contrasting paved surface.

Maximize Porches, Entries, and Courts

All homes face the street, and no court home will be turned inward. The conceptual homes have prominent entryways and there is a clear balance in the appearance of the main house and the garage.

General Architecture

The proposed housing designs are conceptual at this point, but the proposed houses are appropriate in scale and mass. They design concepts highlight rich materials and colors and have a lot of windows to allow for natural light. All mechanical equipment will be located in areas not visible from the street, and all trash can areas will be out of immediate view.

Gateways

There are architectural features that complement the existing landscaping along Santa Fe. The new gateways on the existing streets provide new interest to the street.

PUBLIC OUTREACH

Two community meetings were held on June 25, 2020 from 6:00 pm-6:45 pm and from 7:00 pm-7:45 pm. There were nine people at the first meeting and four people at the second meeting. A total of 91 notices went out the community within 300 feet of the project site. It is required by the HMC that notices are set to individuals within 300 feet of the project boundary. The Planning Commission Hearing was also published in the Hughson Chronicle on July 7, 2020. Another notice will be placed in the paper identifying the date of the Council meeting.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

A Mitigated Negative Declaration (MND) was prepared for the Parkwood Subdivision Project in compliance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines.

The Initial Study prepared in support of the MND identified potentially significant impacts which could be mitigated to less than significant levels. Mitigation measures were developed to lessen the impacts to less than significant. The mitigation measures are included in the Mitigation Monitoring and Reporting Program (MMRP) for the project and are attached to the staff report.

Standard mitigation measures are required to ensure no impacts occur during construction and operation of the project. These mitigation measures include best management practices for construction related air quality impacts, compliance with the California Building Code, erosion control during construction activities, protection of unknown subsurface resources, protection of construction workers, water quality impacts during construction, and impacts to public facilities.

The Draft MND was circulated for public review for 30 days consistent with CEQA Guidelines Section 15132 starting on June 15, 2020 and ending on July 15, 2020. Seven comment letters were received from the following individuals or agencies:

- Hughson Unified School District (HUSD)
- Hughson Fire Protection District
- Email / letter from Gina Oltman
- Email / letter from Michael A. Mitchell
- Email from Robin MacDonald
- Via State Clearinghouse
 - RWQCB
 - Department of Conservation

Many of the comments received focus on potential traffic impacts to the existing neighborhoods and the availability of water and sewer capacity for the new development.

Impacts associated with traffic are discussed in Section XVII of the Initial Study. The transportation analysis is based on the project-specific Traffic Impact Analysis that was completed for the project. The addition of project trips will not result in any location carrying daily volumes in excess of the City of Hughson minimum level of service D goal. The project will add traffic to the local streets south and east of the site. While not an adopted significance criterion, in comparison to the planning level daily volume thresholds typically employed by other communities, the project will not result in any local street carrying volumes that exceed an acceptable level. Additionally, while development of the project will increase the volume of traffic passing through study area intersections, resulting traffic conditions will not exceed the City's minimum LOS D standard. The same holds true during the cumulative traffic condition.

The project includes development of infrastructure (water, sewer, and storm drainage) required to support the proposed subdivision. The project will be served by existing City water, sewer, and storm drainage infrastructure. The existing City laterals and lines currently located in E. Hatch Road and Santa Fe Avenue will be extended to the project

site. The City provides wastewater collection and treatment for the incorporated city and operates a wastewater treatment plant on the northern edge of the city, between Hatch Road and the Tuolumne River. The plant has an existing design capacity for dry weather flows of 800,000 gpd and up to 2.33 mgd for peak wet weather flows. The treatment plant estimated the average flow is currently .6 mgd gpd, leaving 1.73 mgd gpd available for the new development and even future development. There is adequate treatment capacity at the site.

Upon completion of the Well 7 Replacement Project, the City's water supply capacity is expected to be adequate to meet the City's projected water demands at the buildout of the project. The City is currently addressing arsenic and 1,2,3-TCP water quality issues so the City's active water supply wells are in compliance with federal and state drinking water codes. The well supply capacity will not be impacted by the state's groundwater sustainability laws and local basin mitigation plans, and the well supply capacities in single dry and multiple drought years are the same as in normal years. The project applicant will be required to pay water system impact fees to the City totaling \$2,427,581. At buildout the subdivision will contribute \$190,164 annually in water rates. These fees will be used to partially offset capital costs of the City's planned water system improvements and ongoing operation and maintenance of the water facilities.

The site is required to install infrastructure that will allow storm water to properly drain from the project site and will not result in downstream flooding or major drainage changes.

Responses to these comment letters are provided in the Final MND. The MND and supporting Initial Study, Responses to Comments Document, and the MMRP are available online at www.hughson.org/planning.



Vicinity Map..... 3

Hughson City Limit & Project Location Map..... 4

Illustrative Site Plan 5

Development Standards..... 6

Tentative Map 7-9

Street Cross-Sections 10

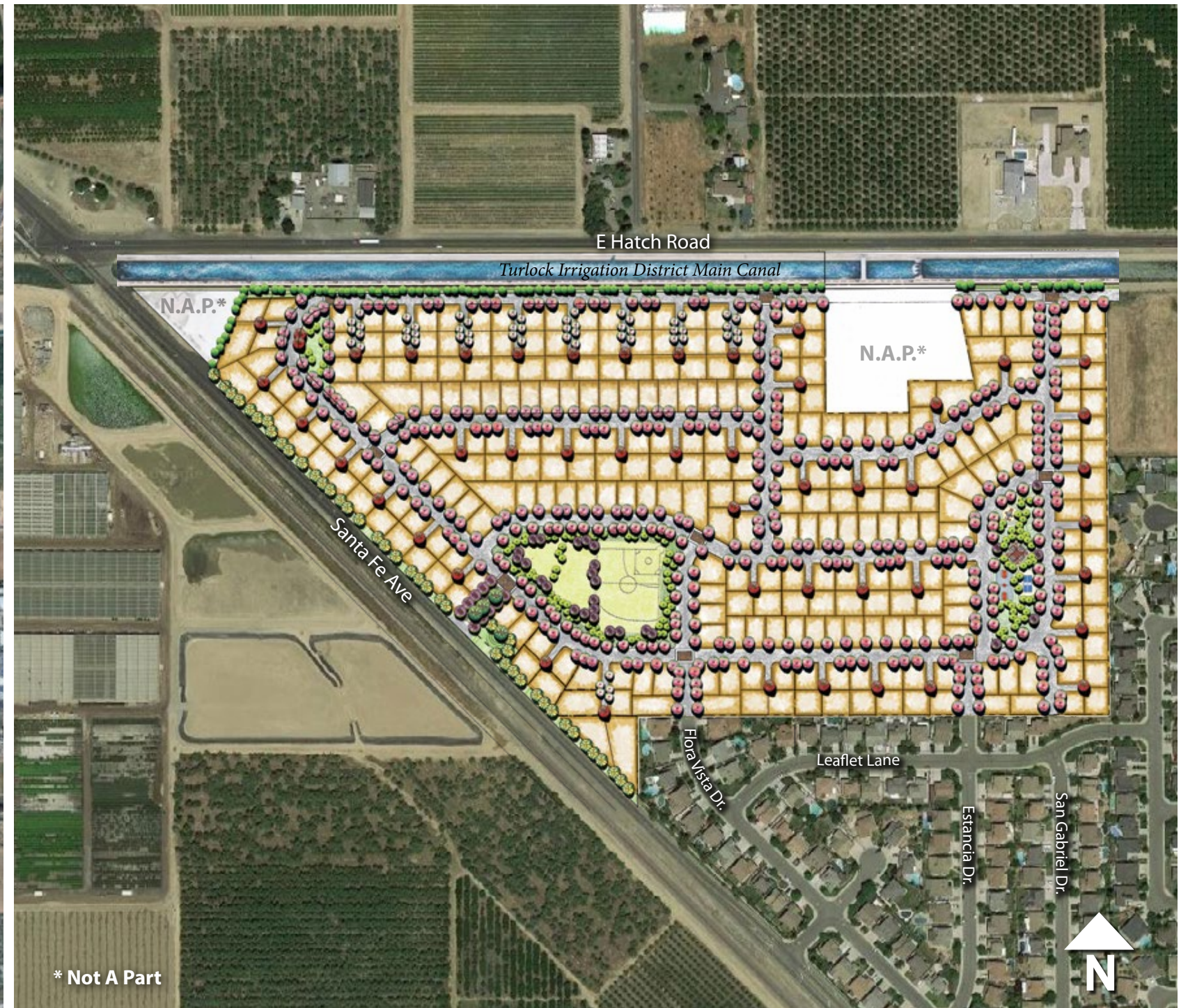
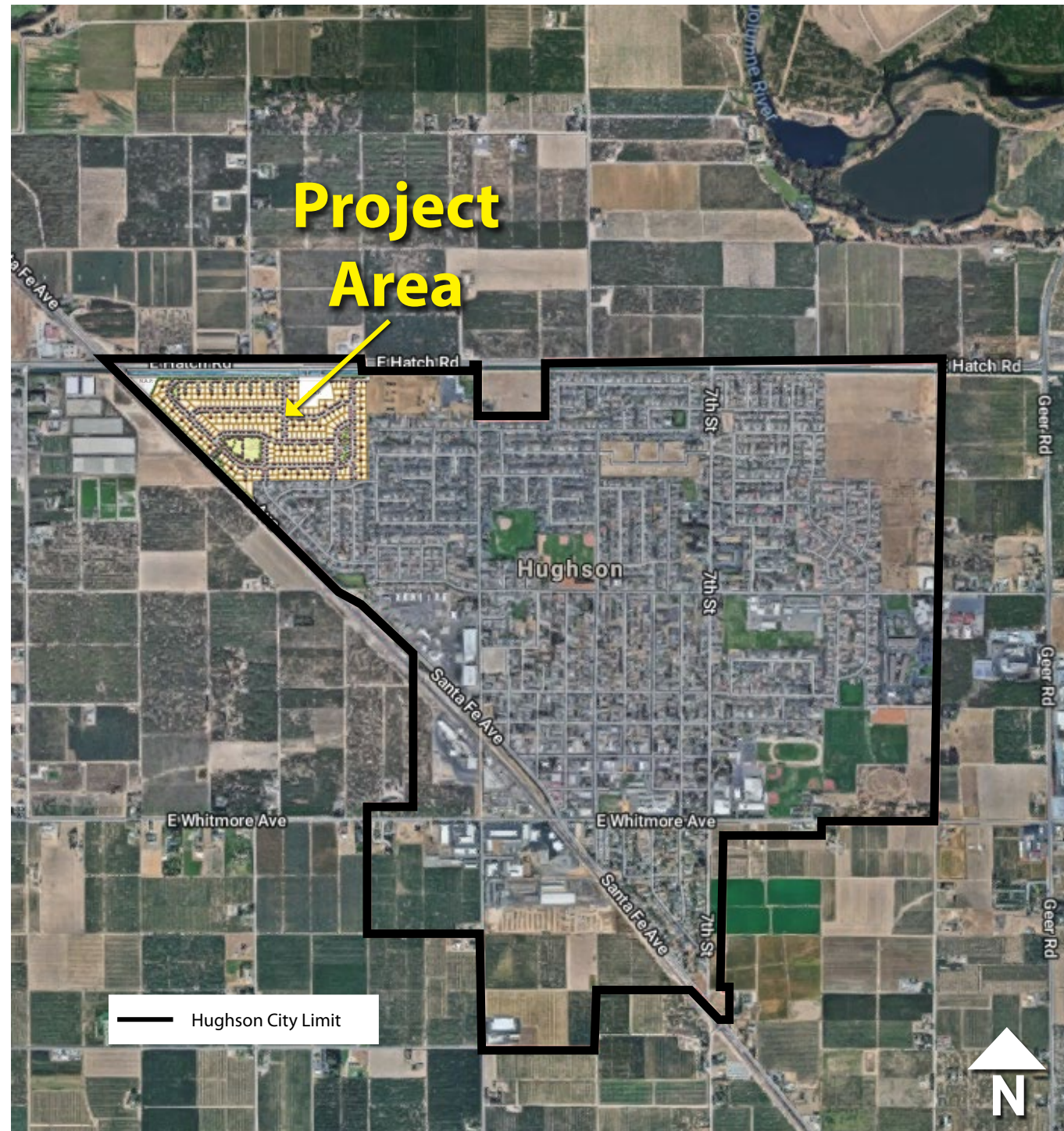
Neighborhood Parks 11

Enhanced Design Standards 12

Wall Plan 13

Parking Plan..... 14





LAND USE DATA

Lot Count : 299 Single Family Residential (SFR) Lots

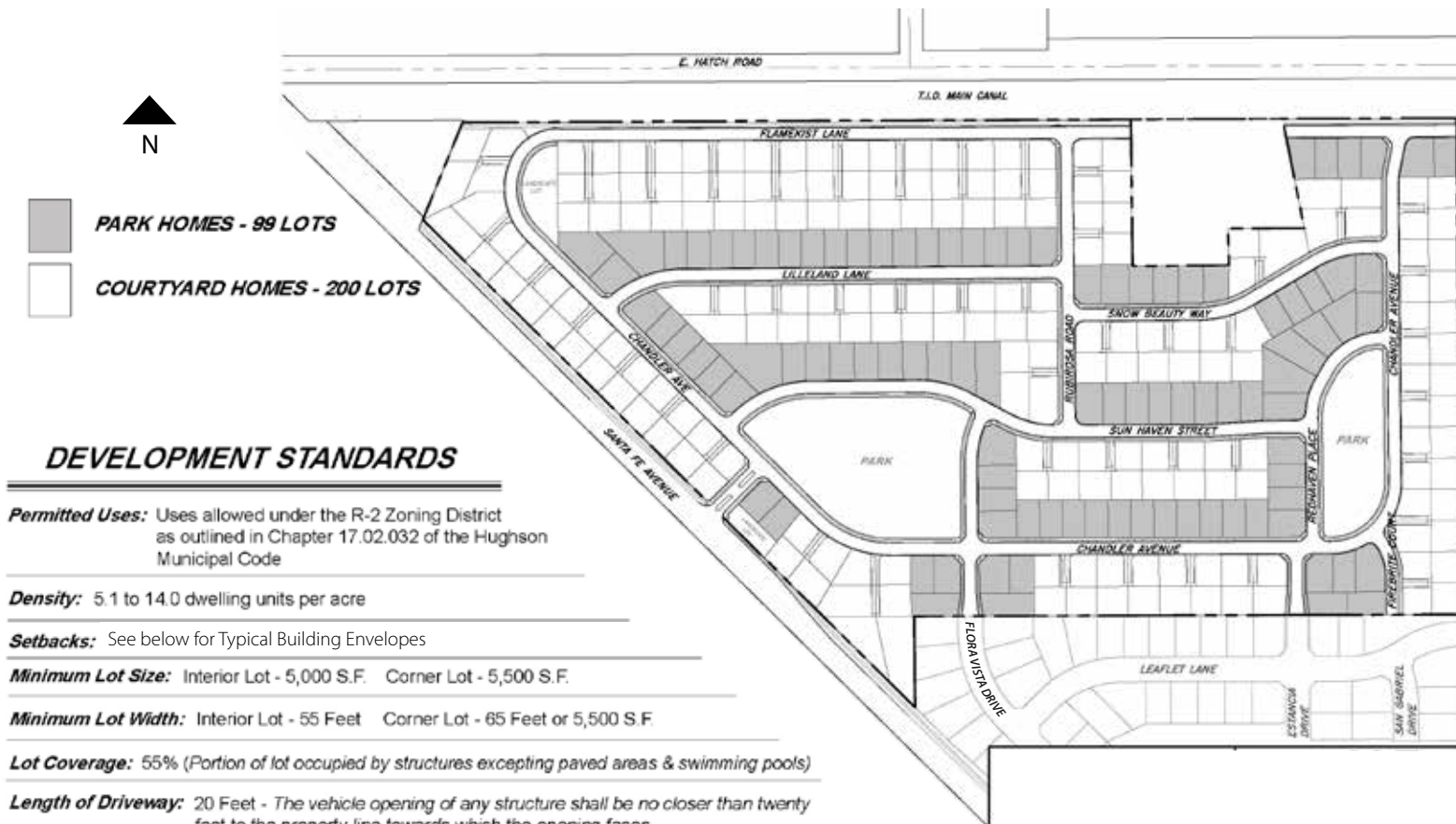
Park Home Lot Size: 5,005 SF
Courtyard Home Lot Size: 5,250 SF
Overall Average: 5,500 SF

Project Acreage: 56.04 Gross Acres

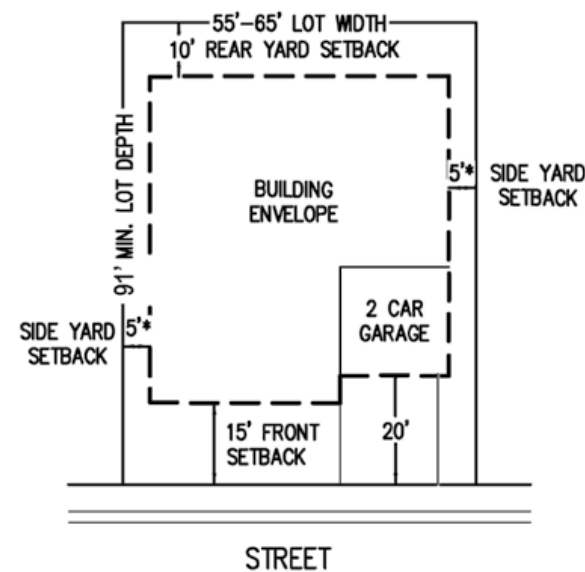
Parks/Open Space: 6.57 Acres

299 SFR lots / 56.04 Gross Acres = 5.33 D.U./Acres



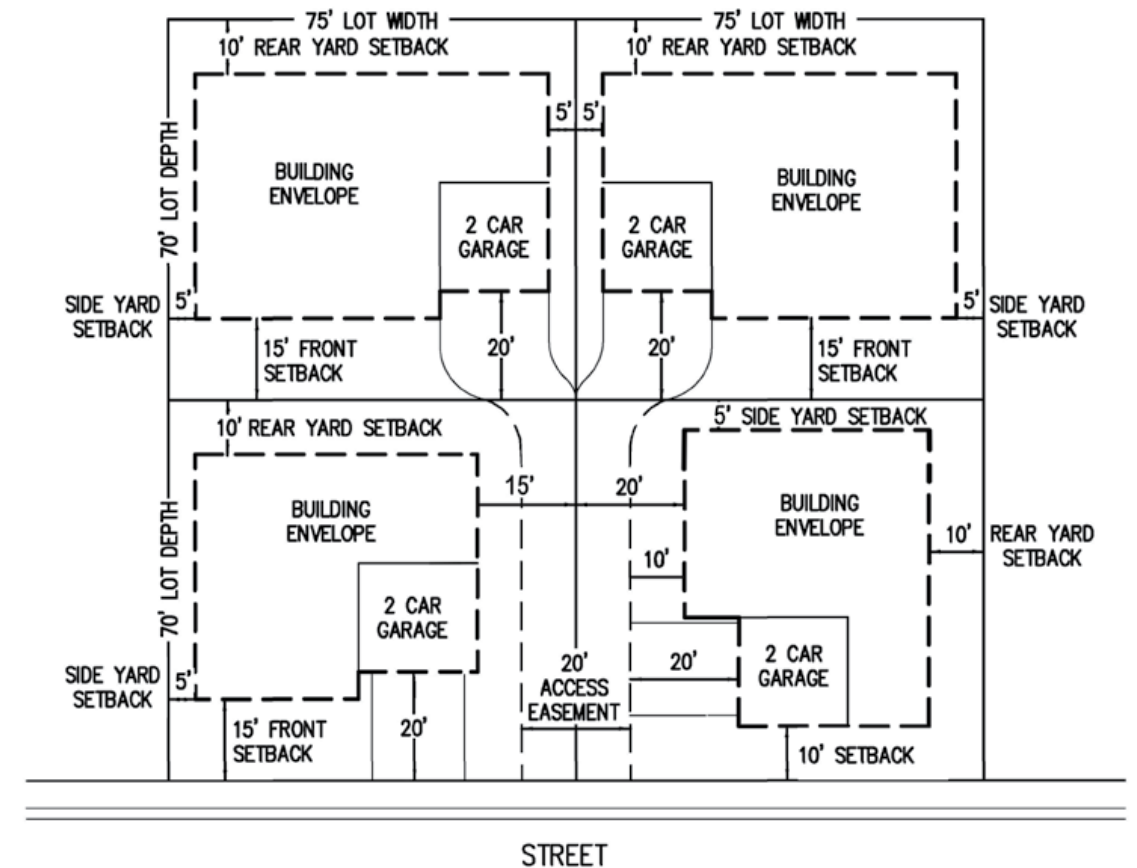


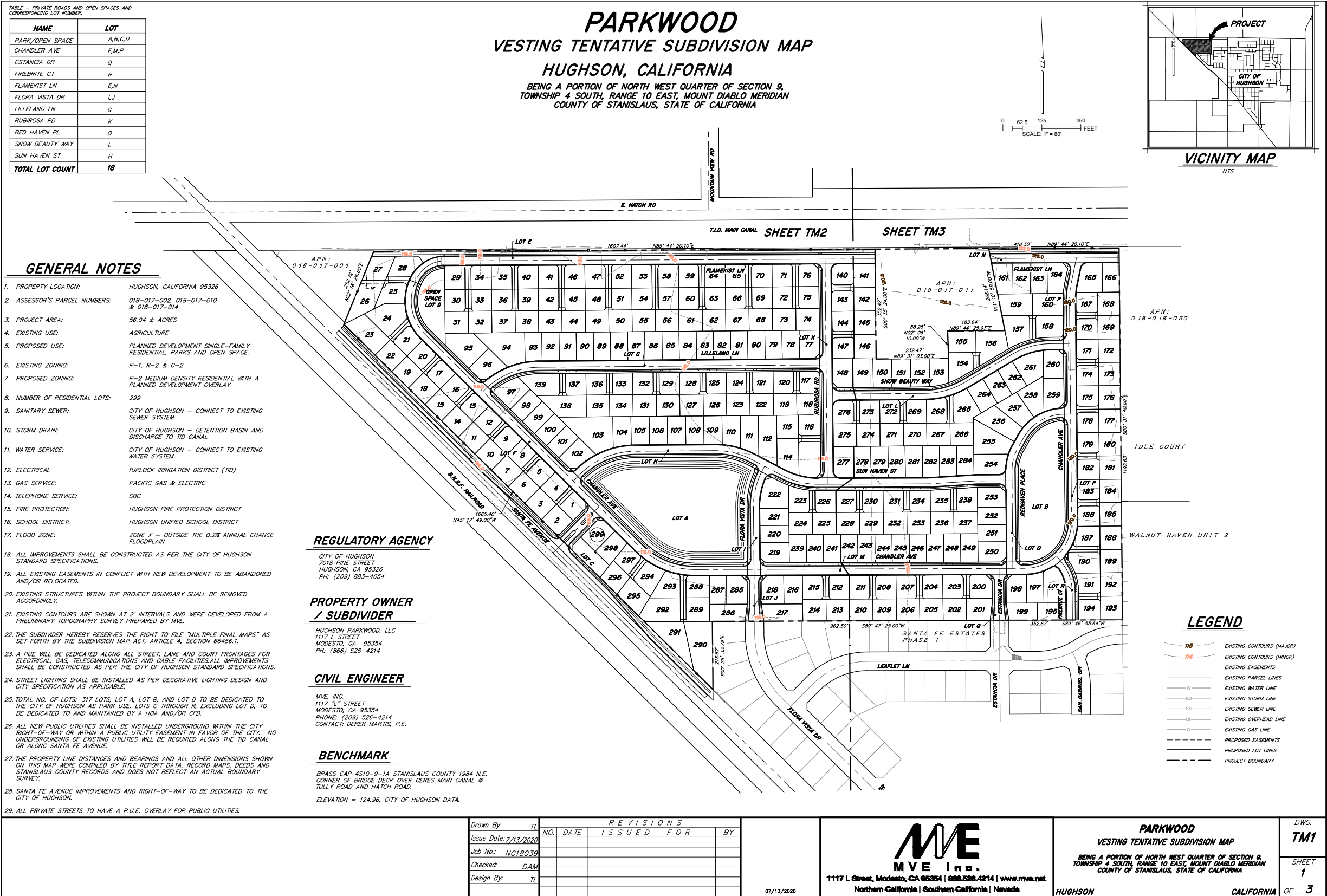
Building Envelope PARK HOMES

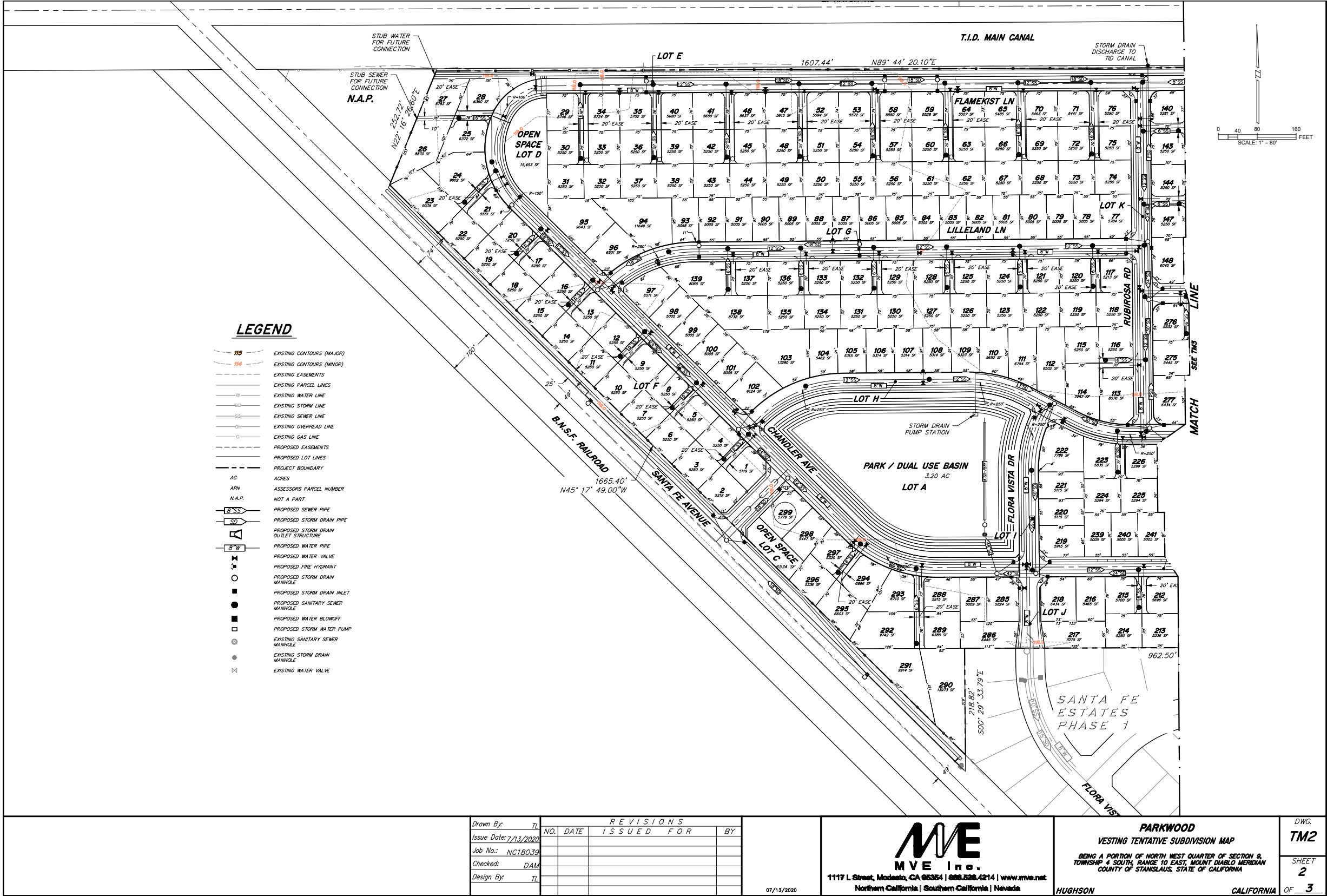


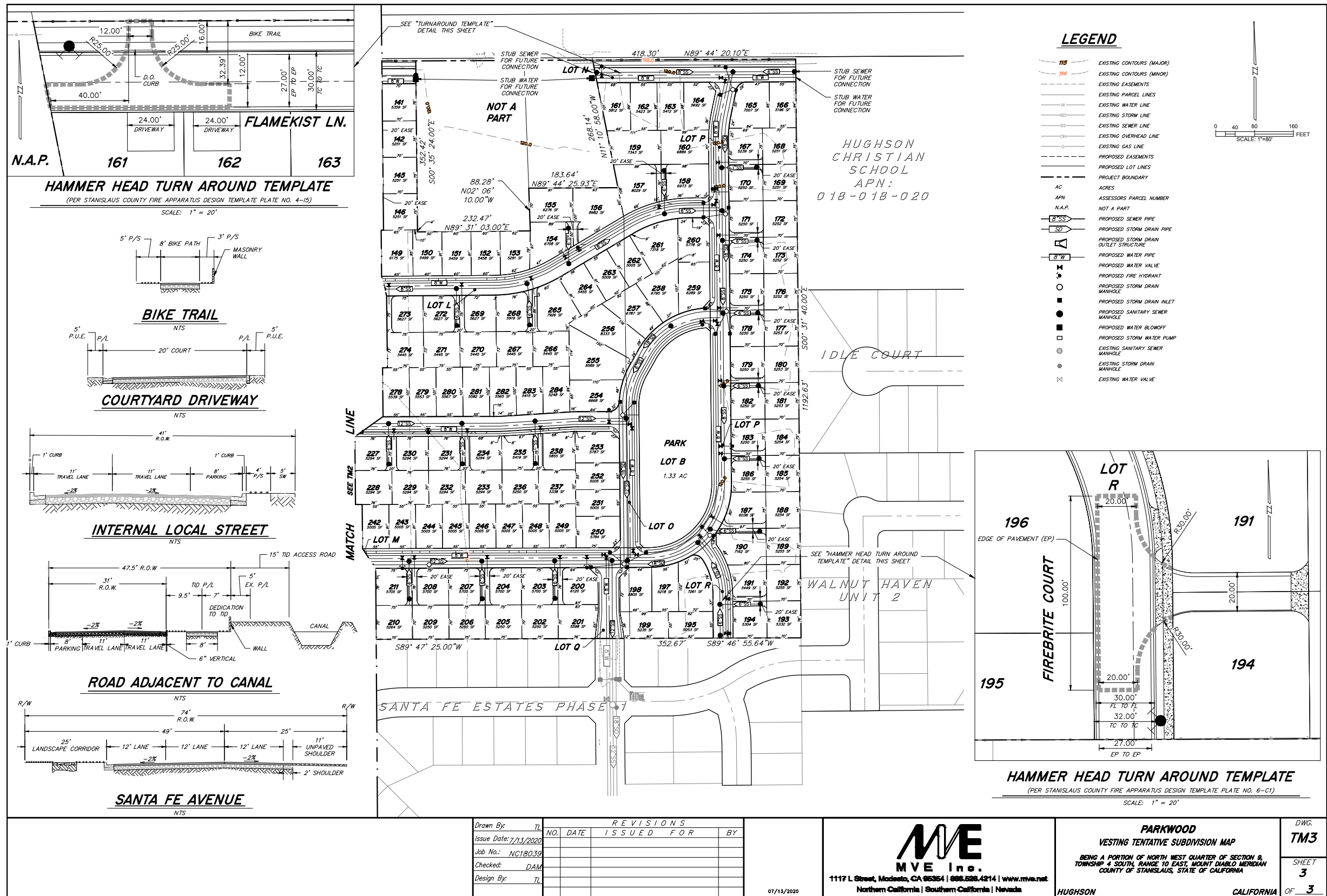
* STREET SIDE CORNER LOT 10' SIDEYARD SETBACK

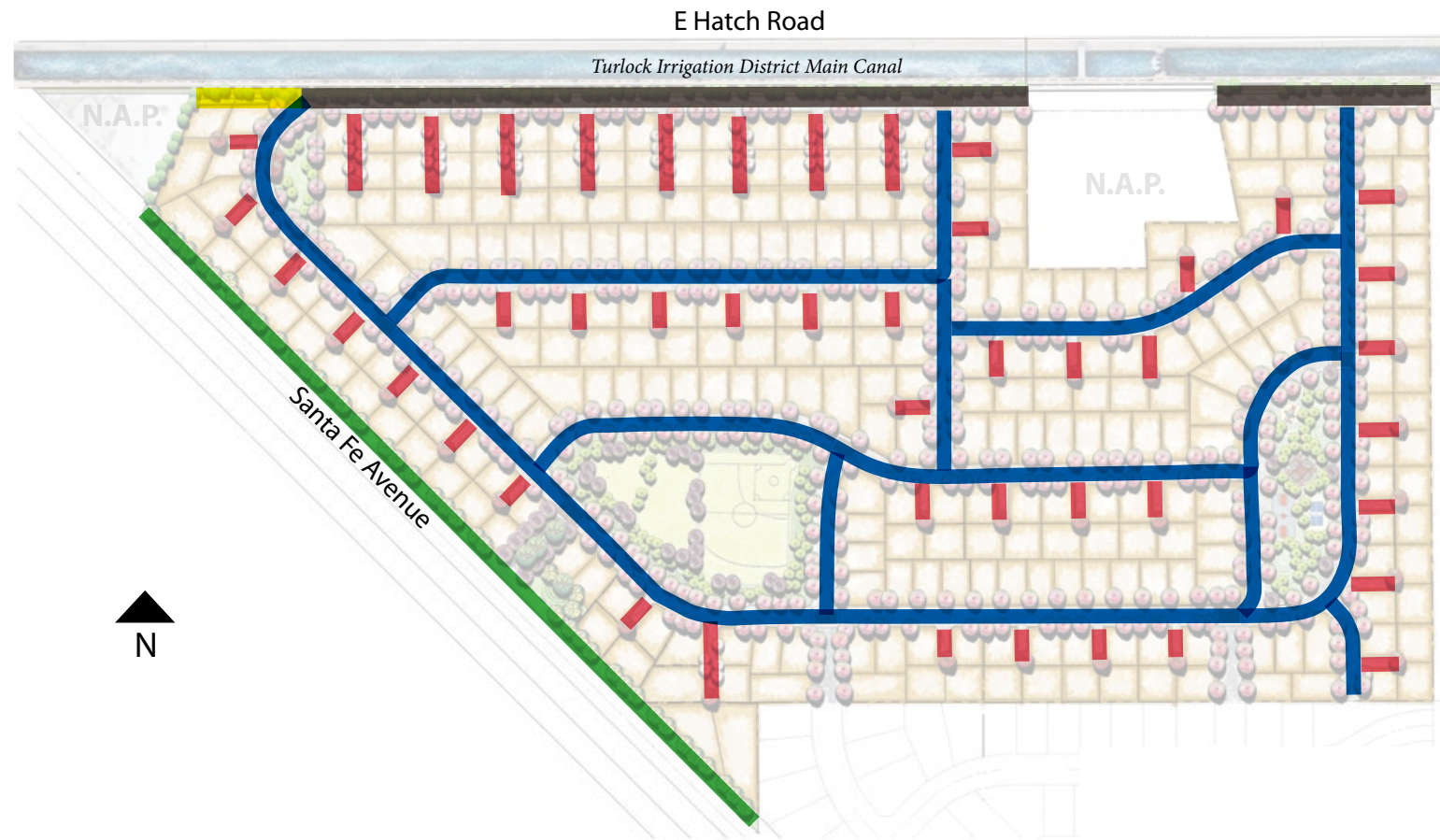
Building Envelopes COURTYARD HOMES



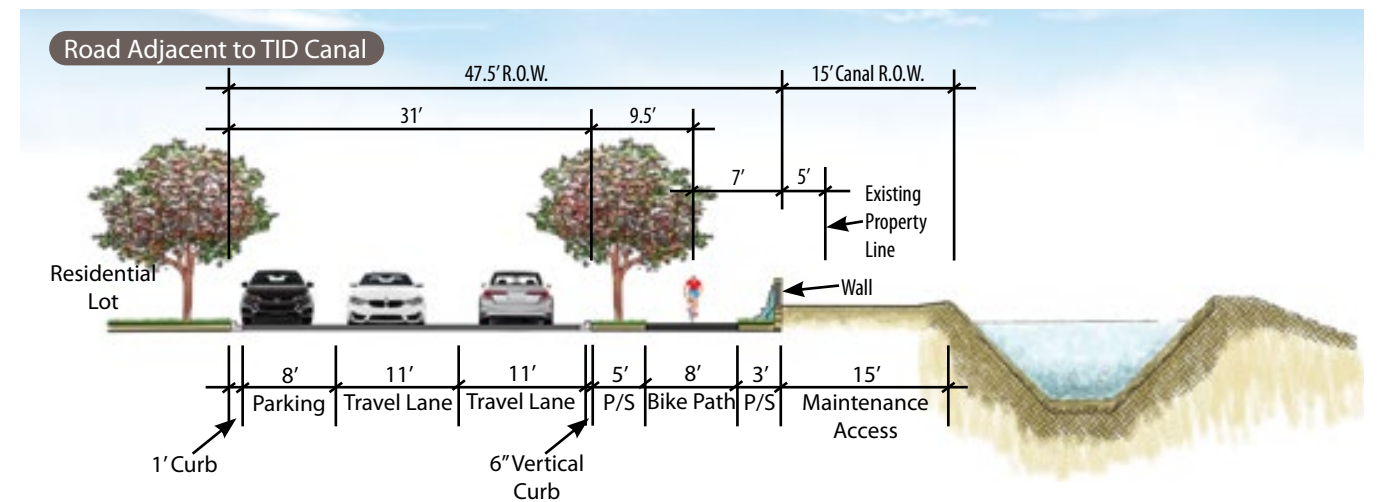
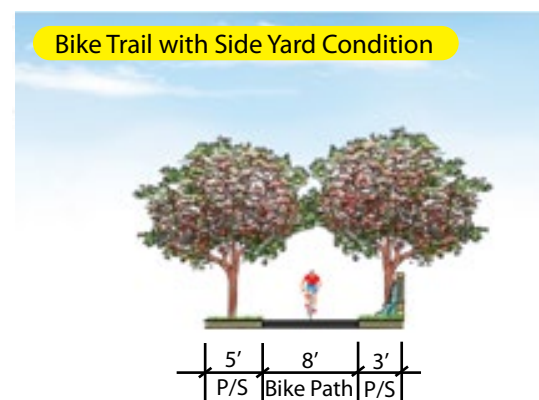
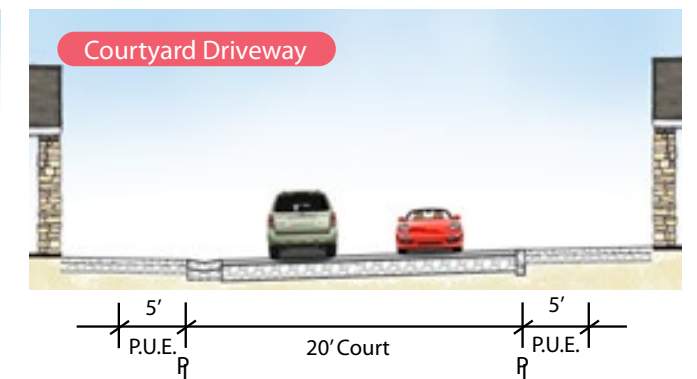
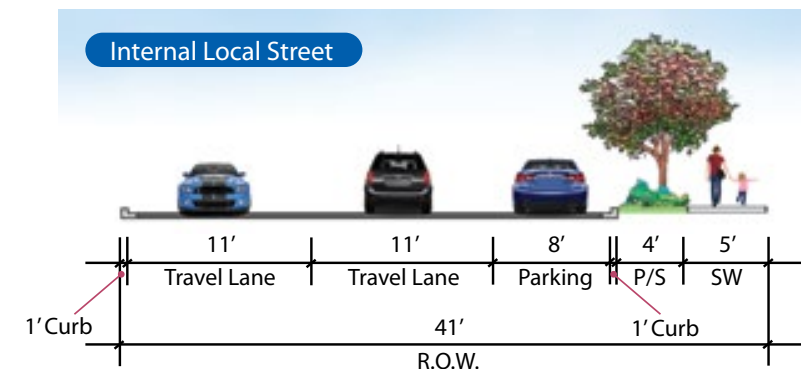
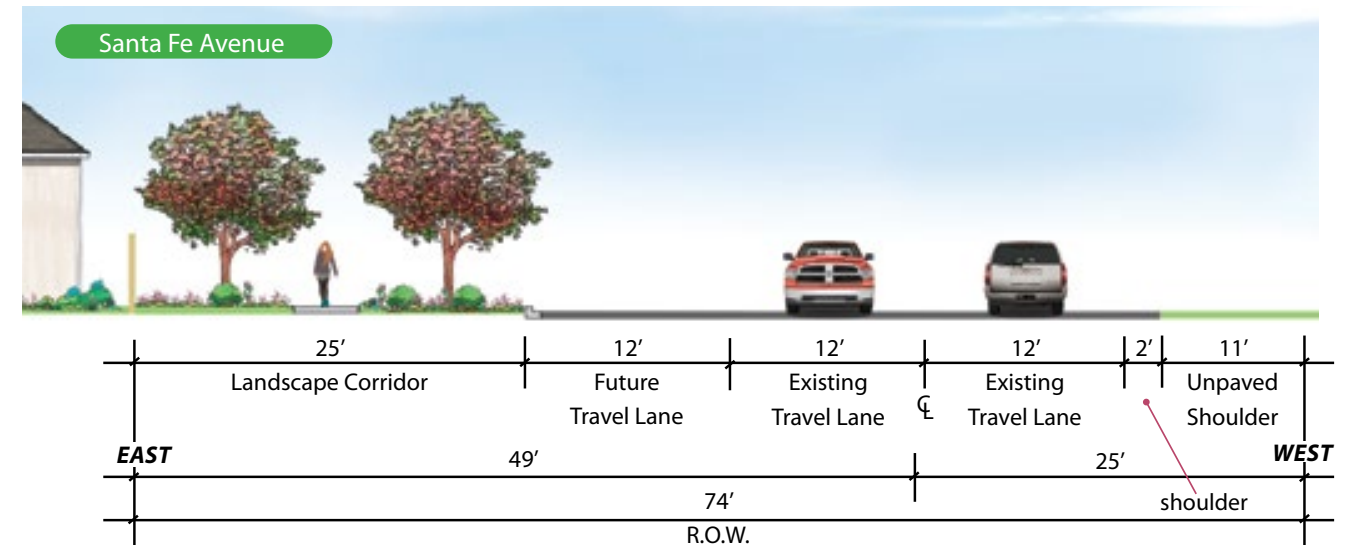






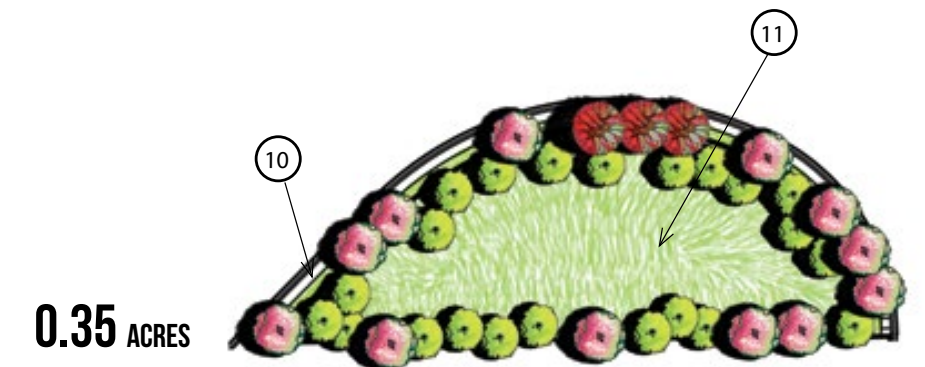
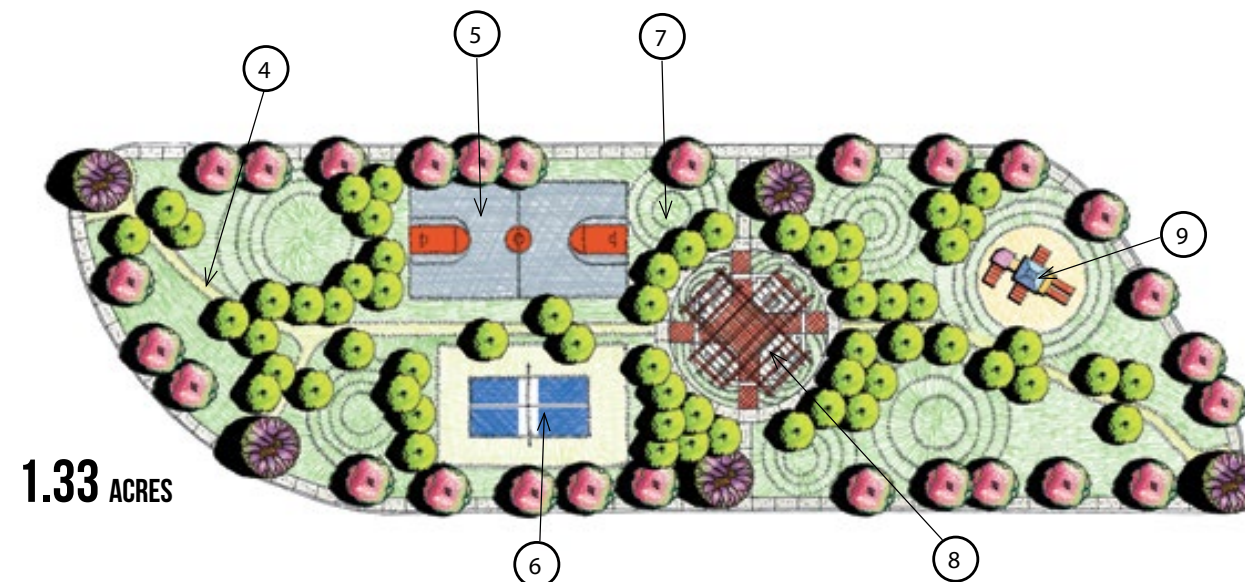
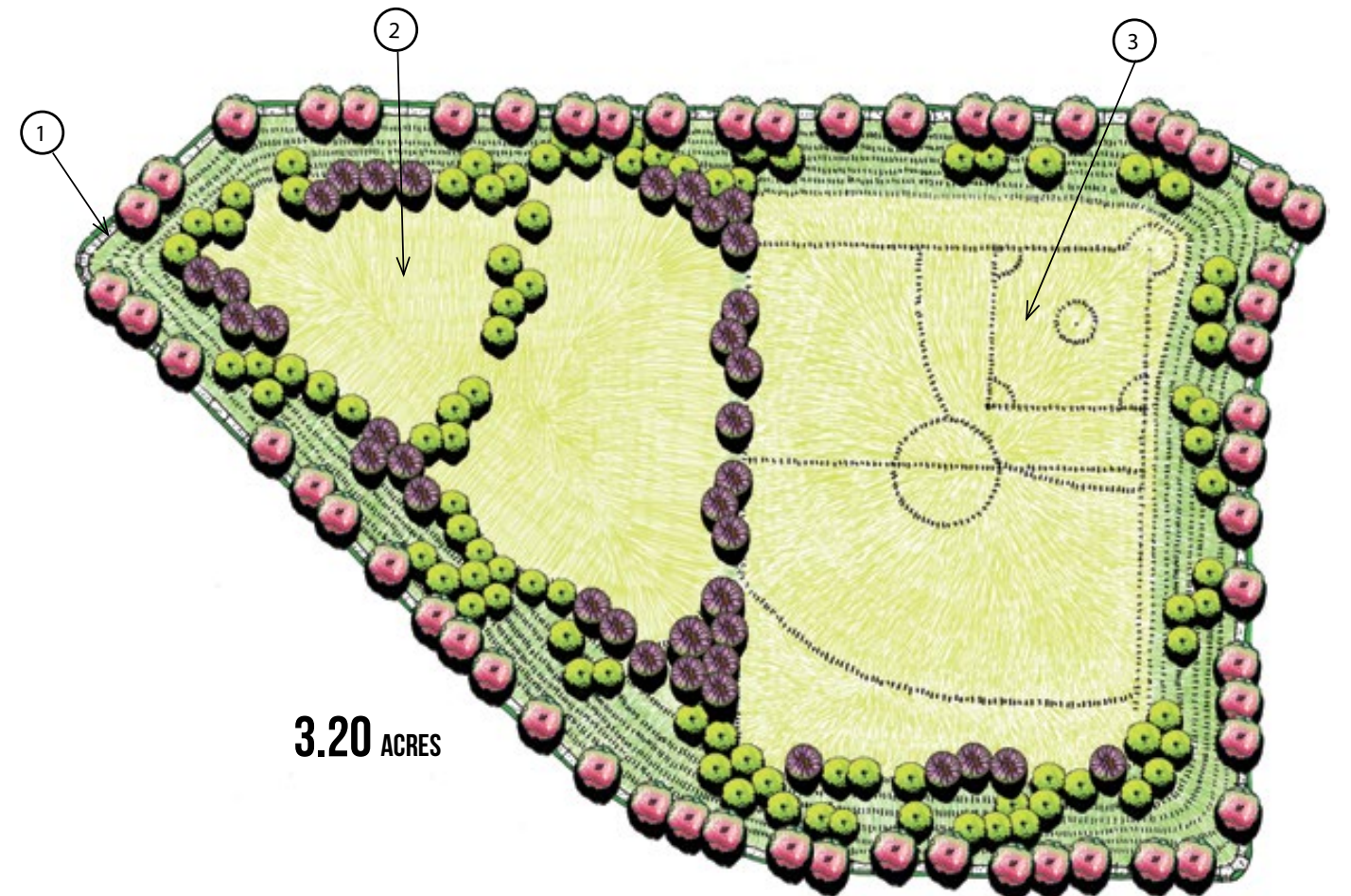


- Santa Fe Avenue
- Internal Local Street
- Courtyard Driveway
- Road Adjacent to TID Canal
- Bike Trail with Side Yard Condition



LEGEND

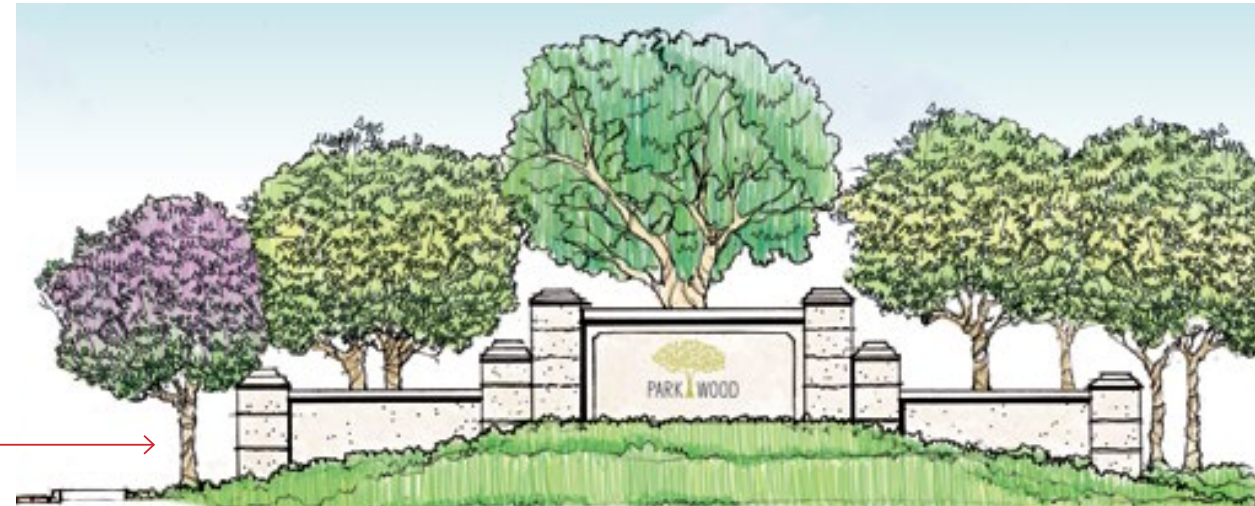
1. Neighborhood Connecting Sidewalk
2. Dog Park
3. Open Turf Playfield
4. Neighborhood Connecting Path
5. Basketball Court
6. Pickle ball Court/Volleyball
7. Turf Mounding & Seat Walls
8. Paved Seating Area w/ BBQ's & Picnic Tables
9. Children's Playground Equipment
10. Neighborhood Connecting Sidewalk
11. Open Turf Playfield



NOTE: Images are for illustrative purposes to provide character to the overall project. Developer may propose alternative designs that provide similar character subject to approval by the Community Development Director.



Santa Fe Avenue Entrance



Entryway Monument Sign



Decorative Street Lighting

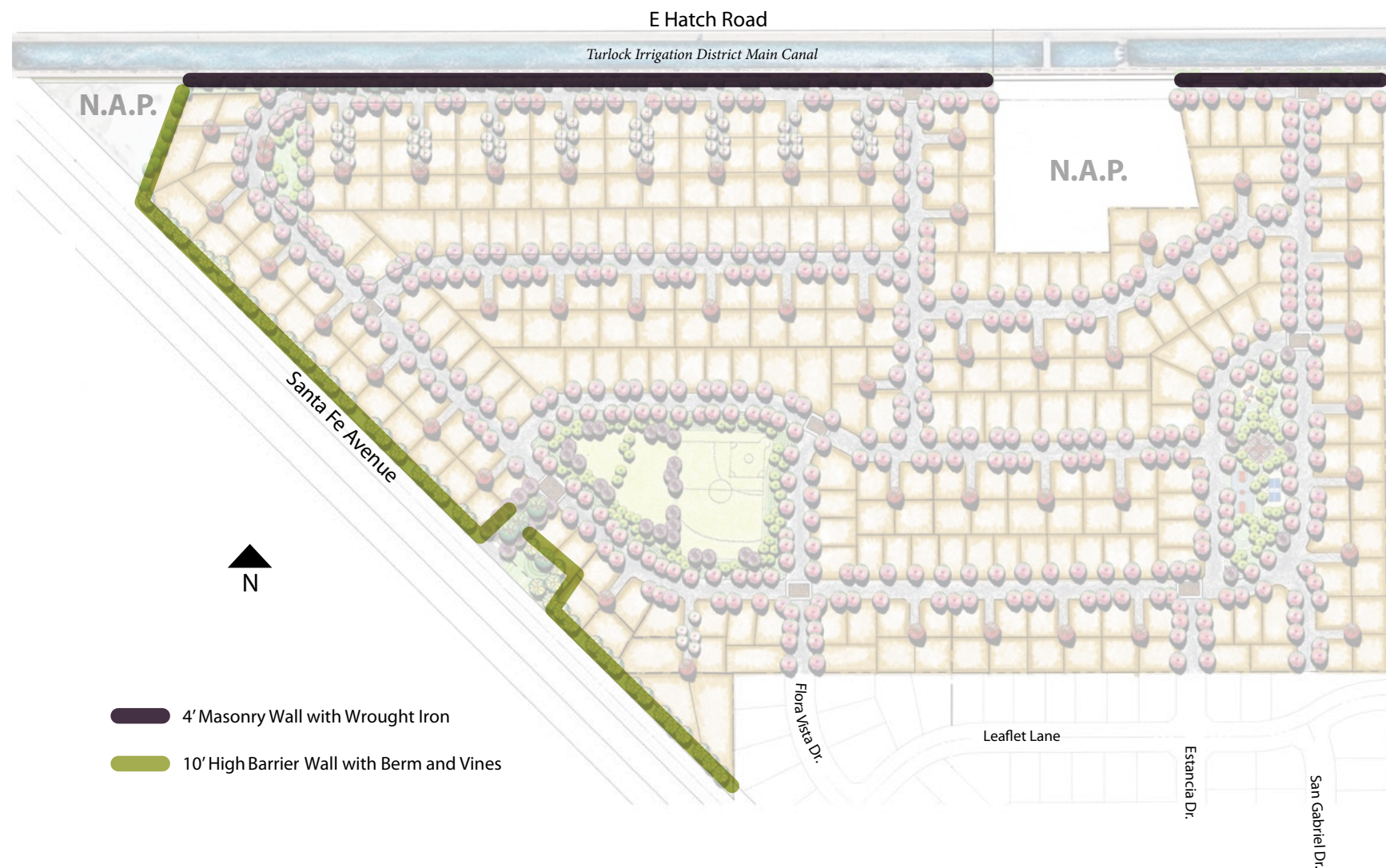


Decorative Street Signage

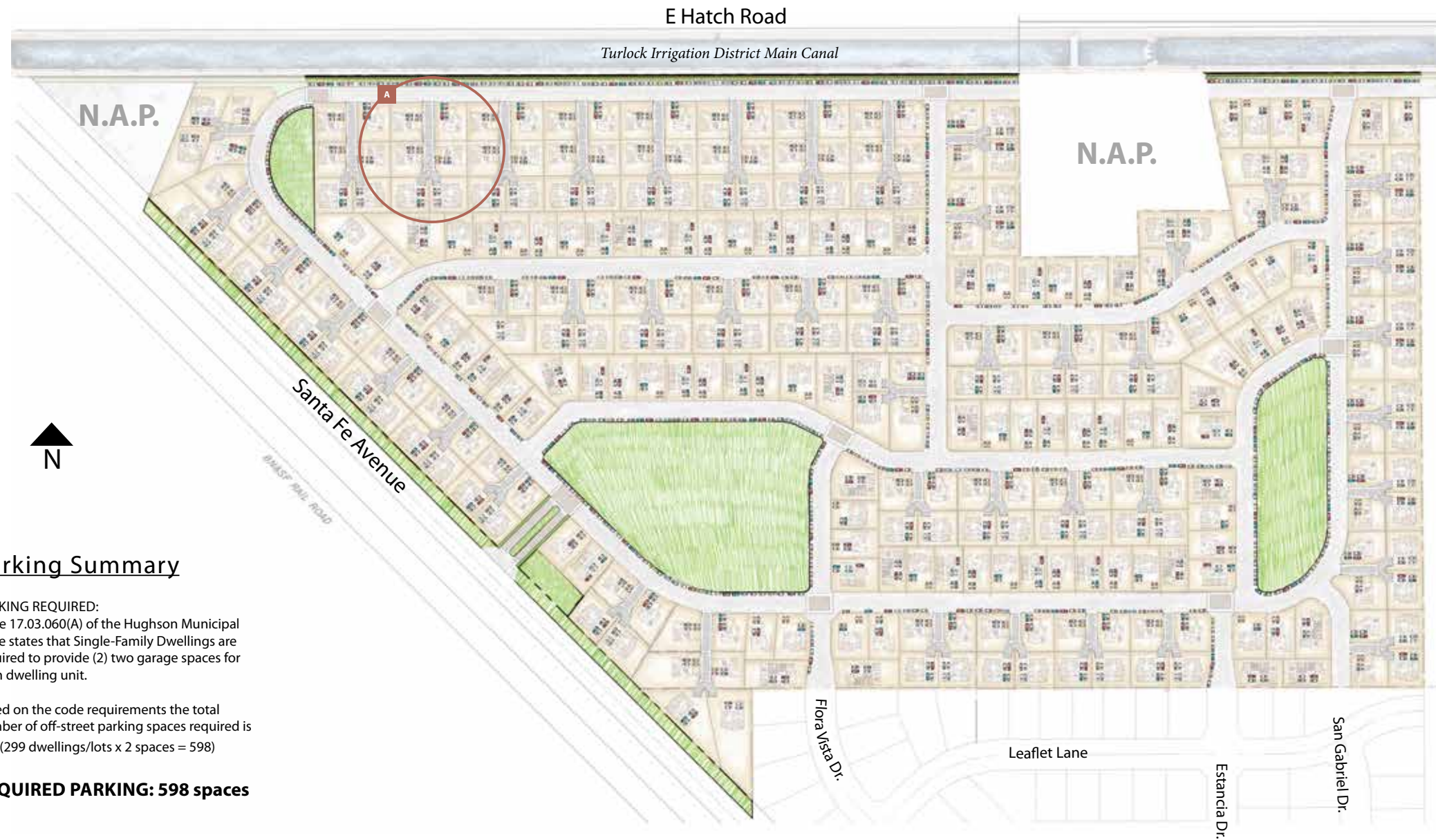


Decorative Stop Sign & Street Sign

NOTE: Images are for illustrative purposes to provide character to the overall project. Developer may propose alternative designs that provide similar character subject to approval by the Community Development Director.



NOTE: Images are for illustrative purposes to provide character to the overall project. Developer may propose alternative designs that provide similar character subject to approval by the Community Development Director.



Parking Summary

PARKING REQUIRED:
Table 17.03.060(A) of the Hughson Municipal Code states that Single-Family Dwellings are required to provide (2) two garage spaces for each dwelling unit.

Based on the code requirements the total number of off-street parking spaces required is 598 (299 dwellings/lots x 2 spaces = 598)

REQUIRED PARKING: 598 spaces

PARKING PROVIDED:
Each proposed Single-Family Dwelling will provide (2) two required parking spaces within the garage. Additional parking is available for guests/visitors, both on-street and within the driveway areas.

OFF-STREET PARKING PROVIDED: 1,224

ON-STREET PARKING PROVIDED: 455

PARKING PROVIDED: 1,679



**CONDITIONS OF APPROVAL
PARKWOOD DEVELOPMENT PROJECT**

1. **Acceptance of Conditions.** Applicant accepts these conditions and agrees to be bound by, to comply with all things required of or by the applicant pursuant to all of the terms, provisions, and conditions of this approval and all other approvals related to the Parkwood Development project.
2. **Implementation of Conditions.** The Project Proponent is responsible for ensuring that any contractor, subcontractor, employee, or agent of the Project Proponent is aware of and implements all measures set forth in these conditions.
3. **MMRP.** The project is subject to all conditions listed in the Mitigation Monitoring and Reporting Program. Project Proponent is responsible for ensuring that any contractor, subcontractor, employee, or agent of the Project Proponent is aware of and implements all measures set forth in these conditions.
4. **Conformance to Approved Map.** Development of the site shall conform to the approved Vesting Tentative Map File No. 20-01 plans entitled "Parkwood Vesting Tentative Map" dated July 12, 2020, on file with the Community Development Department with the exception of any subsequently approved changes.
5. **Expiration of Map.** This Vesting Tentative Map shall automatically expire 10 years from the date the Development Agreement becomes effective.
6. **Approval Agreement.** It is understood and agreed upon, that whenever approval of the City Engineer is required, whether by these Conditions, Improvement Plans, or otherwise, the approval of the Community Development Director and/or Building Official shall also be required.
7. **Indemnification.** Project Proponent shall defend indemnify, and hold harmless City and its elected and appointed representatives, officers, agents and employees against actions arising out of such personal injury, death, or property damage or destruction which is caused, or alleged to have been caused, by reason of Project Proponent's activities in connection with the project described in the map to which these conditions are attached ("Project"). Project Proponent further agrees to defend, indemnify and hold harmless City and its elected and appointed boards, commissions, representatives, officers, agents and employees from any and all claims, actions or proceedings brought against City or any of them to attach, set aside, void, or annul any approval of City or any of them concerning the Project which action, claim or proceeding is brought within the time limit specified in California Government Code section 66499.37, or the sufficiency of environmental review pursuant to CEQA.

- a. The above-referenced indemnification and hold harmless requirement shall apply only if the City shall promptly notify the Project Proponent of any claim, action or proceeding, and cooperates fully in the defense of any such claim, action, or proceeding.
 - b. The City does not, and shall not, waive any rights against Project Proponent which it may have by reason of the aforesaid hold harmless agreement, or because of the acceptance by City, or the deposit with City by Developer of any of the insurance policies described herein.
8. **Fees.** Ministerial fees, including without limitation, application, processing and inspection fees, Agreement shall apply to the Project provided that: (1) such fees, standards and specifications apply to all works within the City; (2) their application to the Project Site is prospective only as to applications for building and other development permits or approvals not yet accepted for processing; and (3) their application would not prevent development in accordance with these conditions. Notwithstanding any Project Approvals to the contrary, the City may charge, and Project Proponent shall pay all ministerial fees (for example, processing and inspection fees), collected at the building permit stage or other approval stage for subsequent site specific approvals, building permits and other similar permits which are in force and effect on a City-wide basis at the time application is submitted for such permits. Such ministerial fees do not include impact fees or other discretionary fees collected prior to the building permit stage or other approval stage.
9. **Payment timing.** Project Proponent shall pay to City, within thirty (30) days of submission of any invoice, detailing all the work done and costs charged to the City, costs incurred by City for services performed by City Attorney in drafting, negotiating, or in any other way connected with, this project, at the current rate charged, and by the City Engineer in reviewing and approving maps, improvement plans, or in any other way connected with, the Project, at the rate charged the City by the City Engineer.
10. **Fee Deposit.** Project Proponent shall reimburse the City for all engineering, inspection, legal, and administrative expenses, incurred or to be incurred by the City in connection with this development, including expenses incurred through the use of outside consultants and additional inspectors, where necessary. An account with the City for costs associated with the processing for the project will be established by Project Proponent. At the time of submission of the improvement plans for the project, the Project Proponent shall deposit funds sufficient to raise said account to the total of \$25,000. The City shall account to Project Proponent for all expenses for which reimbursement is claimed, providing copies of all back-up materials in a timely manner, and shall return any portion of said deposit in excess of the actual amount of expenses incurred. If, in the judgment of the City Manager, it appears that the amount deposited shall not be sufficient to cover all expenses, Project Proponent shall, within 15 days after written request from City, make an additional deposit of funds in an amount determined by the City Manager to

be sufficient to make up the deficiency. At no time after submission of improvement plans shall the balance of the deposit fund be less than \$5,000. The need for the maintenance of this account shall cease upon; 1) compliance with all tentative map conditions, 2) compliance with all of the provisions of subdivision improvement agreements for the project, 3) compliance with all mitigation measures set forth in the mitigation monitoring plan, 4) acceptance of the subdivision, and 5) 90 days after completion of construction, all final inspections and final acceptance by the city of all improvements.

11. **Notice of Determination (NOD).** Prior to issuance of a Notice of Determination, the appropriate filing fee, made payable to the "Stanislaus County Clerk/Recorder", shall be verified as received by the Planning Department. Payment is required within two days of City Council approval. Should the finding of a NOD be found invalid for any reason, the applicant will be responsible for Resource Agency fee.
12. **Park Amenities.** The Project Proponent shall provide the park amenities as described in Exhibit I of the Development Agreement and further described in Article 6, Section 6.05 of the Development Agreement. Any substituted park amenity must be approved by the Community Development Director prior to Final Map approval.
13. **Mailboxes.** The Project Proponent shall prepare and submit a design for the installation of mail drop-off boxes within the subdivision and submit the same to the Postmaster for initial approval. The approved plan shall thereafter be submitted to the City for review and approval. Project Proponent shall confer with the local US Postal Service authorities to determine locations of cluster mailboxes. If clustering or special locations are specified, easements or other mapped provisions shall be provided in the final map to the satisfaction of the US Postal Service and Community Development Director. If clustering is not specified, Project Proponent shall provide written evidence from the US Postal Service of the exemption. Project Proponent shall provide the concrete foundation for the cluster boxes at the approved locations.
14. **Conformance to Tentative Map.** Prior to recordation of a final subdivision map, the Project Proponent shall obtain certification from the Community Development Director that the landscaping and irrigation system generally conforms to City standards and the approved Tentative Map, and that all required conditions have been met.
15. **Final Map.** Applicant shall submit the final map application with the improvement plans for the phase which development is proposed. Said improvement plans and final map shall meet all City standards and submittal requirements except as expressly approved for this Planned Development and Development Agreement.

16. **Changes to Site Plan.** Any major alteration to the site plan not in substantial conformance to the approved Tentative Subdivision Map will require approval by the Planning Commission and City Council. At that time an Amendment to the Development Agreement may be required.
17. **Design Review.** The project will be subject to the City's Design Review process. If this project is phased and different builders construct different phases of the project, those individual builders will be subject to Design Review for conformance of their phase to the original project design and previously approved housing design if the original review did not include all 299 homes. Those conditions which are imposed or agreed to in the design review process shall survive the final map in the sense that the project proponent shall insure that any purchaser of any lot or lots receives a copy of these conditions of approval and of any conditions imposed or agreed to in the design review process and proof of such receipt shall be given to the City and any such purchaser of any lot or lots understands by this reference that no building permit will be issued for that lot or lots unless the conditions imposed or agreed to in the design review process are complied with by the actual builder. If construction has not begun five (5) years after the Design Review process for the entire project, or for an individual phase, the builder will be required to go through the Design Review process again to establish conformance with the originally approved design or any subsequent design reviewed phase.
 - a. **Floor plans and Elevations.** For subdivisions with over 100 units, four floor plans and four elevations will be required. For subdivisions 99 or fewer units, three floor plans with three elevations will be required.
 - b. **Colors and Materials.** A final color and materials board shall be submitted as part of the Design Review Process and approved by the Hughson Planning Commission. No changes to colors shall be made after construction unless approved by the Community Development Director.
 - c. Unless indicated otherwise, the design for development shall comply with the following:
 - i. All improvements shall be designed and constructed in accordance with the City of Hughson Improvement Standards and Specifications and Municipal Code where applicable, unless otherwise approved/permitted by this Planned Development.
 - ii. All construction shall meet the California Building Code (CBC) and all applicable City of Hughson Building Codes and amendments, including Green Building standards.
 - iii. Design and construction of all pertinent life safety and fire protection systems shall meet the California Fire Code and all applicable City of Hughson Fire Codes and amendments.
 - iv. A detailed Stormwater Treatment Plan and supporting documents, following City ordinances and conforming to Regional Water Quality Control Board's Staff recommendations for new development will be required.

18. **Community Facilities District Annexation.** The Project shall be required to annex into the existing Community Facilities District (CFD). The CFD shall include maintenance and operation of all public amenities of benefit to the future residents of the project site. The homes shall be annexed into the CFD and placed on the County Tax Roll after the final map is approved by Council. The Project Proponent shall provide written notice to the homebuyers, satisfactory to the City Attorney, that they are part of a Community Facilities District.
19. **Signage.** All signage shall conform to the City Sign Ordinance regarding size, design, and location. All signs shall be reviewed, approved, and a sign permit obtained prior to installation.
20. **Phasing Plan.** A project phasing plan, which shall include the phasing of subdivision construction, subdivision improvements, common area, exterior improvements and housing units shall be approved by the Community Development Director and the City Engineer prior to the issuance of the first building permit.
21. **Impact Fees.** Project Proponent shall pay an applicable development fee per dwelling unit in accordance with the Development Agreement.
22. **Address Numbers.** Internally illuminated address numbers shall be installed on all residences to be easily readable from the public street for emergency services, consistent with Fire Department requirements. In addition, internal illuminated address numbers shall be installed on the exterior of all garages facing alleyways to allow for property identification from the rear alley.
23. **Trucking Route.** Prior to commencement of any grading or other subdivision improvements the Project Proponent shall provide proposed trucking routes for all equipment and material deliveries. Damage to any public improvements, on or off site caused by construction operations, during construction on the subject property shall be repaired to the satisfaction of the City Engineer at full expense to the Project Proponent. This shall include slurry seal, overlay, or street reconstruction if deemed warranted by the City Engineer.
24. **Improvements.** Pursuant to the Development Agreement (hereinafter referred to as "Agreement"), the Subdivider shall, before approval and recording of the Final Map, improve or agree to improve all land within the area proposed for development for public or private streets, alleys, pedestrian ways and easements to the satisfaction of the Community Development Director.
25. **Warranty Bonds.** The developer/Contractor shall furnish the City with a warranty bond in the amount of 10% of the improvement costs to guarantee such Public Improvements for a period of one year following the completion by Developer/Contractor and filing of the Notice of Completion by City against any defective work or labor done, or defective materials furnished, or

adverse effect to any portion of adjacent properties in the construction of the public Improvements. Developer/Contractor agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements within one year of acceptance thereof, and to incur all expenses of such repairs that exceed the 10% bond. Insurance shall be provided.

26. **Installation of Improvements.** Project Proponent/Contractor shall install all improvements and perform all work required for this Project in accordance with established City Standards or as approved by the City's Engineer. Plans for all improvements, including, but not limited to, storm drainage, water and sewer main sizes, either on-site or off-site, shall be in accordance with City Specifications and shall be approved by the City Engineer unless otherwise amended by the Planned Development approvals.
27. **Easement Dedications.** Unless otherwise stated, all necessary easements shall be dedicated, and all improvements shall be designed and installed, at no cost to the City of Hughson.
28. **Easements.** Project Proponent shall obtain, at Project Proponent's sole expense, any and all easements or real property which may be required for the development of the Project, and which may be necessary and required in order for Project Proponent to comply with these Conditions of Approval, and the applicable ordinances and resolutions of the City. All engineering design, including, but not limited to, storm sewers and appurtenances, sanitary sewers and appurtenances, streets including, but not limited to, geometrics, sight distances, lighting and sound walls, water systems and appurtenances, signing and striping, landscaping and appurtenances, shall be supported by applicable engineering studies/calculations, as required by the City Engineer.
29. **Public Use Easements.** Subdivider shall dedicate on the final map for public use easements for public utilities, streets, pedestrian ways, sanitary sewers, drainage, flood control channels, water systems and slope easements in and upon all areas within the subdivision shown on the Tentative Map for the subdivision to be devoted to such purposes.
30. **Conformance with Municipal Code.** No part of this approval shall be construed to permit a violation of any part of the Hughson Municipal Code. Unless otherwise amended by the development agreement or the planned development.
31. **Other Agency Approvals.** The Project Proponent shall be responsible for obtaining any and all permits and approvals from public agencies whose jurisdiction the project may fall under including, but not limited to, Caltrans, the Regional Water Quality Control Board, the California Department of Fish and Game, the U.S. Army Corps of Engineers, the Stanislaus County Water Resources Agency and the City of Hughson.

32. **Maintenance of Improvements.** All improvements shall allow for continuous maintenance access. Maintenance access measures shall include, but not be limited to, an all weather access ramp to and around the sides of the retention pond for maintenance vehicle access.
33. **Construction Hours.** All site improvements and all contractors involved in site improvements, building construction, and house construction activities shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, and 8:00 a.m. to 6 p.m. on Saturday, and 9:00 a.m. to 6:00 p.m. on Sunday. All construction equipment must meet Department of Motor Vehicles (DMV) noise standards and shall be equipped with muffling devices.
- a. The Community Development Director may allow earlier “start-times” for specific building construction activities, e.g., concrete-foundation/floor-pouring, if it can be demonstrated to the satisfaction of the Planning Director that the construction and construction traffic noise can be mitigated.
34. **Grading Drainage and Stormwater.**
- a. **Grading Permit.** A grading permit shall be required prior to mass grading for the project, and include Best Management Practices for erosion and dust control, and immediate revegetation of the site as needed for erosion control. Erosion controls shall be utilized to prevent dirt from lots going into street rights-of-ways and into drainage systems. If the project proposes to have more than 10,000 cubic yards of cut material from the project site, a haul route permit shall be required.
 - b. **Grading and Drainage Plan.** The Project Proponent shall submit a final grading and drainage plan prepared by a licensed civil engineer depicting design for the line, grade, on- and off-site drainage control measures, structural sections for the streets and all public improvements serving the development, including land use, infrastructure, circulation and streetscapes, public/park facilities, landscaping and trails, design expectations and environmental mitigation components. This plan shall be subject to the review and approval of the City Engineer, and all lot grades shall conform to the approved grading plan, with written certification by a civil engineer or geotechnical engineer required to assure compliance with all grading plans prior to the issuance of any building permits, and shall be subject to the following:
 - i. All lots shall drain toward the street.
 - ii. All required structures such as walls, fences, and drainage facilities, shall be shown on the plan.
 - iii. Developed land must be at least six inches higher than adjoining irrigated lands.
 - c. **Retaining Walls.** Any grade differential that will be created between new lots or adjacent existing developed lots outside the property shall be supported by engineering documentation subject to approval of by the City Engineer.
 - d. **Record Grading Plans.** Prior to the issuance of any building permits, lot grades shall conform to the approved grading plan. Written certification by a civil engineer or geotechnical

engineer will be required to assure compliance with all grading plans. Including the following:

- i. The Project Proponent shall submit record grading plans showing:
 - 1. The elevation of all four (4) corners of the lot as well as the center of the lot;
 - 2. All top and toe of slope elevations, and
 - 3. The top and bottom of all retaining wall elevations.
 - 4. Plan will show grading in relation to all adjacent lots, parcels and developments.

e. **Geotechnical.**

- i. A licensed soil engineer shall certify that pad compactions off all lots containing fill have been completed to the satisfaction of the City Engineer.
- ii. A Geotechnical investigation shall be submitted to the City Engineer.
- iii. The minimum soils sampling and testing frequency shall conform to Chapter 8 of the Caltrans Construction Manual. The applicant shall require the soils engineer to daily submit all testing and sampling and reports to the City Engineer.
- iv. A qualified professional geotechnical engineer shall perform on-site monitoring of all grading and excavation activities on the project site. Evidence of an agreement with a geotechnical engineer shall be submitted for review and approval of the Community Development Director and City Engineer prior to commencement of any grading activities or any underground work. The geotechnical engineer shall submit evidence that grading and excavation were performed consistent with the recommendations of the geotechnical investigation. Evidence shall be submitted prior to issuance of building permits for each individual lot.

f. **Stormwater Design.** A detailed hydrology/drainage study shall be completed by the project proponent, and shall provide for a design for a positive drainage system via on- site detention basin within the proposed park/basin facility subject to approval by the City Engineer. The locations and design of storm drains shall meet the City's standard design and be approved by the City Engineer.

- i. Storm drain pipes in streets and courts alleys shall be a minimum of twelve inches in diameter with a minimum cover of three feet over the pipe unless otherwise approved by the City Engineer.
- ii. The project shall not block runoff from-adjacent properties. The drainage area map developed for the project hydrology design shall clearly indicate all areas tributary to the project area.
- iii. All storm drain inlets must be labeled "No Dumping - Drains to River," using City-approved methods.

35. Storm Water Quality Requirements. The following materials related to the Storm water quality treatment facility requirements shall be submitted with improvement plans and/or grading permit application:

- a. A Stormwater Treatment Measures Maintenance Agreement shall be submitted to Community Development Department for review and approval. Once approved, the Maintenance Agreement shall be recorded with the Stanislaus County Recorder's Office to ensure that the maintenance is bound to the property in perpetuity.
- b. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted with a design to reduce discharge of pollutants and sediments into the downstream storm drain system. The plan shall meet the approval of the City Engineer. The certification page of the SWPPP shall be signed by a Qualified SWPPP Developer (QSD) person who prepared the report.
- c. Before commencing any grading or construction activities at the project site, the developer shall obtain a National Pollutant Discharge Elimination System (NPDES) permit and provide evidence of filing of a Notice of Intent (NOI) with the State Water Resources Control Board.
- d. The project plans shall include the storm drain design in compliance with post-construction stormwater requirements to provide treatment of the stormwater according to the National Pollutant Discharge Elimination System (NPDES) permit's numeric criteria. The design shall comply with the C.3 established thresholds and shall incorporate measures to minimize pollutants to the maximum extent practicable (MEP).

36. Sewer System. Project Proponent is responsible for constructing all on-site sanitary sewer facilities and the connection to the existing sewer mains in Flora Vista and Estancia Drives. All sanitary sewer improvement necessary to serve the project shall be complete and in place and accepted by the City prior to use of the sanitary sewer system.

- a. All public sewer mains and appurtenances shall be constructed in accordance to the City's Improvement Standards and Specifications and the Sewer Master Plan.
- b. The on-site sanitary sewer system shall have minimum 8-inch public mains, designed with a manhole at all angle points and ending with a manhole. The sewer main design and location shall meet the approval of the City Engineer.
- c. Each residential unit shall have an individual sanitary sewer lateral. The sewer laterals shall have cleanouts and be constructed per City Standards.
- d. Project Proponent shall cause to be placed terminal manholes in courts and knuckles.
- e. 6 inch public sewer mains may be proposed in the Courts subject to approval by the City Engineer.

37. Water System. Water service is available from the City of Hughson and is subject to standard conditions and fees as shown in the Development Agreement.

- a. The City is implementing a wireless, cloud-based water usage tracking system. All conforming water meters will need to be purchased by the developer and installed

according to City instructions. The specific meters will be dictated by the City's current program.

- b. Project Proponent shall install two water sampling stations. Such stations shall be constructed to plans approved by the City Engineer.
- c. Irrigation lines, canals, or rights-of way are to be abandoned in accordance with Turlock Irrigation District standards. Since this parcel will no longer irrigate, the Project Proponent, at the Project Proponent's expense, shall obtain an agreement with the Turlock Irrigation District to abandon use of any irrigation facilities. This must be requested and signed by the holders of title before final map approval. The Turlock Irrigation District will require two copies of detailed improvement plans for further review and comment. The Project Proponent shall also enter into an Irrigation Improvement Agreement with the Turlock Irrigation District for any work to remove existing irrigation facilities or to construct new irrigation facilities.
- d. The development's water mains shall be public, owned and maintained by the City. The subdivision shall have a looped design water system. For this planned development, the developer will install clusters of water services at the head of each court to minimize the greatest extent the length of dead-end water lines.
- e. Where a public water main is in an unpaved easement or under decorative paving, the water main shall be constructed of Ductile Iron or an approved equal pipe satisfactory to the City Engineer. Shut-off valves are required where a water main transitions from a paved area to an unpaved easement. This requirement does not apply to landscape irrigation facilities within the open space and parks.
- f. All public water mains shall be constructed in accordance with the City's Improvement Standards and Specifications.
- g. Water mains and services, including the meters must be located at least 10 feet horizontally from and one-foot vertically above any parallel pipeline conveying untreated sewage (including sanitary sewer laterals), and at least four feet from and one foot vertically above any parallel pipeline conveying storm drainage, per the current California Waterworks Standards, Title 22, Chapter 16, Section 64572. The minimum horizontal separation distances can be reduced by using higher grade piping materials with the City's approval.
- h. All water services from existing water mains shall be installed by City Water Distribution Personnel at the applicant/developer's expense. This includes relocating existing services and water main tie-ins. The developer may only construct new services in conjunction with the construction of new water mains.
- i. Only Water Distribution Personnel shall perform operation of valves on the Hughson Water System.
- j. Each dwelling unit shall have an individual water meter.
- k. Water meters shall be located a minimum of two feet from the top of driveway flare as per City Standards unless otherwise approved by the City Engineer.

38. Utilities Undergrounding. All new utilities must be undergrounded. All services to dwellings shall be undergrounded and installed in accordance with all utility providers, including their highest and best service (i.e. fiber optic network, etc.). Underground utility plans must be submitted for City approval prior to installation.

39. Public Streets. Any dedications, offers of dedication, or grants of easements may be dedicated and accepted on the face of the map. Agreements or other required items shall be recorded as separate documents concurrently with recordation of the Final Parcel Map. Improvements for public streets shall incorporate the following:

- a. The design and locations of street approaches including pedestrian ramps shall be approved by the City Engineer. Pedestrian ramps shall be installed at all street intersections or as required by the City Engineer.
- b. The street design shall utilize standard curb and gutter. The street sections shall be constructed to Caltrans H-20 loading requirements and City of Hughson public street standards; (unless otherwise approved by this planned development) including sections of decorative pavement. Curb returns and bulb outs shall be designed to facilitate street sweeping.
- c. The proposed decorative paving shall be enhanced with at least ten feet of raised decorative paving (e.g., interlocking pavers or stamped colored concrete, or bands of decorative paving, etc.). The Community Development Director shall approve the material, color and design, and the City Engineer shall approve the pavement section for the decorative paving. Decorative pavements shall be constructed to Caltrans H-20 requirements.
- d. Upon any necessary repairs to the public facilities under the on-site decorative paved areas, the City shall not be responsible for the replacement cost of the decorative paving. The replacement cost shall be borne by the homeowners' association / CFD established to maintain the common areas within the subdivision boundary.
- e. All street improvements shall conform with the requirements of the Americans with Disabilities Act, including the placement of sidewalk at the rear of the driveway at all driveway locations and adjacent to the back of curb at all non-driveway locations as applicable.

40. Landscape

- a. **Landscape Plans.** Prior to the approval of improvement plans or issuance of the first building permit, detailed landscape and irrigation plans shall be reviewed and approved by the City and shall be a part of approved improvement plans and the building permit submittal. The plans shall be prepared by a licensed landscape architect on an accurately surveyed base plan and shall comply with the City's Low Impact Development manual and Municipal Codes.

- i. Landscaping shall be designed with efficient irrigation to reduce runoff, promote surface infiltration, and minimize the use of fertilizers and pesticides that can contribute to stormwater pollution. Where feasible, as determined by the City Engineer, landscaping should be designed and operated to treat stormwater runoff.
- ii. Locations and layout of all underground utilities lines, boxes and vaults shall be provided as base information on planting plans to minimize conflict with tree planting.
- iii. One twenty-four-inch box tree shall be planted in every front yard. All trees shall be planted twenty feet from a corner, a minimum of five feet away from any underground city utilities, a minimum of fifteen feet from a light pole, or as otherwise specified by the city. Root barrier shall be provided for all trees that are located within seven feet of paved edges or structure. Trees shall be planted according to the City Standard Detail.
- iv. A landscape area shall be provided around bio-treatment areas located adjacent to hardscape areas such as curbs, sidewalks, walkways and structures. The City will require a matched precipitation rotator type irrigation system on a separate valve for the stormwater treatment area irrigation or an approved equal design subject to approval by the Community Development Director. All spray irrigation systems shall be set back twenty-four inches from all impervious hardscape edges such as curbs, sidewalks, walkways and structures, unless otherwise approved by the City Engineer.
- v. Utility boxes and vaults, light fixtures and fire hydrants shall have minimum five feet of clearance from the edge of Stormwater Treatment areas unless otherwise approved by the Community Development.
- vi. Landscape areas may be used to comply with the Stormwater Treatment requirements; however, all tree planting requirements shall apply. A wider landscape area may be provided if necessary to accommodate both bio-treatment and tree planting.
 - 1. A hose bib shall be provided within each private yard.
 - 2. Safety site lighting shall be provided along private driveways. Site lighting shall not be located to prohibit tree planting required by Zoning Ordinance.
 - 3. The minimum dimension for all planting areas should be four feet, including tree wells in parking lots or sidewalks measured from back of curb/paving unless otherwise approved by the City Engineer.
- vii. All front yards of all lots shall be landscaped at the time of construction and shall utilize landscaping as approved by the City Engineer, Community Development Director, and the Design Review Committee.
- viii. The Project Proponent shall provide root control barriers and four inch (4") perforated pipes for parking lot trees, street trees, and trees in planting areas less

than ten feet (10' 0") in width, as determined necessary by the Planning Director and the Design Review Committee at the time of review of the final landscape plans.

b. **Development Agreement.** The applicant shall install the landscaping infrastructure noted in section 6.05 of the Development agreement and described below:

- i. A 25' wide landscape buffer along Santa Fe Avenue.
- ii. Installation of a class 1 bike trail along the TID Ceres main canal.
- iii. An open space lot containing approximately 6,500 S.F. (0.15AC) is proposed for dedication that will include enhanced landscaping and monumentation along the Santa Fe Avenue corridor at the project entrance.

38. **Tree Planting Plan.** The project shall provide a minimum of 560 trees throughout the fully developed project site. The planting of these trees shall satisfy Mitigation Measure BIO-3 that is incorporated to address Section 17.03.092(E) of the Hughson Municipal Code.

39. **Electrical:**

- a. Lighting for the subdivision shall be shown on the public improvement plans.
- b. Provide appropriate clearance for electrical equipment from driveways.
- c. Provide clearance for electroliers from overhead utilities and request clearance from utility companies. Clearance from electrolier(s) must provide a minimum of 10' from high voltage lines; 3' from secondary voltage lines; and 1' from communication lines.

40. **Multiple Final Maps.** Multiple Final Maps may be filed for this subdivision if each and all of the following conditions are met with each Final Map:

- a. All fees associated with development and a part of this approval shall be apportioned and paid for each portion of this subdivision for which a Final Map is being filed.
- b. All public streets on which each Final Map has frontage are improved or bonded to be improved to the satisfaction of the Community Development Director.
- c. All grading, drainage and easements for drainage, adequate to protect each lot for which a Final Map is requested, and surrounding parcels, which could be impacted by such design or lack of design, shall be guaranteed to the satisfaction of the City Engineer.
- d. Any and all off-site improvements necessary for mitigation of impacts brought about by this project shall be apportioned to the degree possible to guarantee adequate mitigation.

41. **Fire Protection**

- a. **All Weather Roads.** An all-weather surface road, suitable to the Hughson Fire Protection District, adequate for interim emergency vehicle access shall be provided to the project. Interim emergency vehicle access shall be in place prior to placement of construction materials, or beginning construction of structures on the site. Project Proponent shall

acquire a permanent emergency vehicle access which shall be dedicated to the City by the property owner, prior to any occupancy.

- b. **Curbs.** All curbs located within a seven feet, six inch (7' 6") radius of a public/private fire hydrant shall be painted red, unless, modified by the Fire Chief. Blue street "hydrant markers" shall be installed for all fire hydrants per City Standard Specifications.
- c. **Fire Lanes.** All public and private streets, driveways, aisles, and alleys designated as fire lanes by the Fire Chief shall be maintained in accordance with Articles 9 and 10 of the Uniform Fire Code which permits towing vehicles illegally parked on the fire lanes. Fire lane curbs shall be painted red with "No Parking, Fire Lane, Tow Away Zone" or "No Parking, Fire Lane, Tow Away Zone" signs shall be installed as required by the Vehicle Code.

42. **Solid Waste Management.** The Project Proponent shall submit a waste management plan to the Building Department prior to issuance of building permits. The plan shall include the estimated composition and quantities of waste to be generated and how the Project Proponent intends to recycle at least 50% (fifty percent) of the total job site construction and demolition waste measured by weight or volume. Proof of compliance shall be provided to the Chief Building Official prior to the issuance of a final building permit. During demolition and construction, the Project Proponent shall mark all trash disposal bins "trash materials only" and all recycling bins "recycling materials only". The Project Proponent shall contact Waste Management for the disposal of all waste from the site.

43. Construction

- a. **Hazardous Waste.** During construction, hazardous materials used and hazardous waste generated shall be properly managed and disposed.
- b. **Hazardous Material.** The City shall be notified immediately if hazardous materials or associated structures are discovered during demolition or during grading. These shall include, but shall not be limited to, actual/suspected hazardous materials, underground tanks, or other vessels that contain or may have contained hazardous materials.
- c. **Insurance.** Before commencing work pursuant to any City-approved permit or other entitlement relating to the Project, Project Proponent/Contractor shall obtain the insurance and receive the approval of the City Manager or his designee as to form, amount and carrier. Project Proponent/Contractor shall furnish City satisfactory evidence of the insurance and shall maintain the insurance until completion of the project. Project Proponent/Contractor shall also provide evidence that the carrier is required to give the City at least ten (10) days' prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall name the City as an additional insured and extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to the Project Proponent and each contractor and subcontractor performing work on the Project.

- i. **Worker's Compensation Insurance:** Project Proponent/Contractor shall maintain workers' compensation insurance for all persons employed at Project Site and provide proof of insurance every six months. Project Proponent shall require each contractor and subcontractor similarly to provide workers' compensation insurance for their respective employees. Project Proponent/Contractor agrees to indemnify the City for damage resulting from Project Proponent's failure to take out and maintain such insurance.
 - ii. **Public Liability and Property Damage Insurance:** Project Proponent/Contractor shall maintain public liability insurance in an amount not less than \$1,000,000.00 for each injury (including death) to any one person and subject to the same limit of any one occurrence and provide proof to the City every six months.
- 44. **Monument Replacement.** Project Proponent shall replace, or have replaced, or repair or have repaired, as the case may be, all existing monuments shown on the Map which have been destroyed or damaged by project construction, and Project Proponent shall replace or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or by any public or private corporation, or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction and subject to the approval of the City Engineer. Project Proponent shall provide such monumentation as may be required by City Engineer, in accordance with accepted standards.
- 45. **State Law.** Developer shall conform to and abide by all applicable California State Laws pertaining to construction of public improvements.
- 46. **Traffic Control.** Project Proponent/Contractor shall, at Project Proponents/Contractor expense, and under City's direction, provide for traffic control, during construction, so as to minimize the impact on residents surrounding or adjacent to the Project. The Project Proponent/Contractor agrees that, during any construction within or as a part of the overall Project, all existing roadways as of the date of approval of this vesting tentative subdivision map shall, at all times, remain passable to a minimum of two lanes of traffic, one in each direction, or an acceptable detour approved by City. Project Proponent/Contractor further agrees that if, at any time, City shall determine that there are not sufficient acceptable traffic lanes or acceptable detour which are passable, that all construction by Project Proponent/Contractor shall immediately cease upon written demand therefore, by City. Traffic Control Plan is required to be submitted for approval by the City Engineer showing how the construction of the entrance to the subdivision off of Santa Fe Avenue will be staged.

47. **Archaeological Material.** If archeological materials are uncovered during project implementation, grading, trenching, or other on-site excavation, all work on site shall be stopped and the City immediately notified. The county coroner and the Native American Heritage Commission shall also be notified and procedures followed as required by the California Environmental Quality Act (CEQA) and California law. A similar note shall appear on the improvement plans.

48. **Prior to Construction Completion/Issuance of Certificate of Occupancy**

- a. **Final Inspection.** Final inspection by the Building Department is required prior to issuance of certificate of occupancy.
- b. **Street Lights.** All lighting on a given street will be fully operational prior to any occupancy being granted on that street.
- c. **Mylar Drawings.** Prior to final acceptance, Project Proponent shall file with the City of Hughson one set of reproducible mylar "record drawings", two sets of "record drawings", and one electronic version. Said drawings shall meet all requirements of Section 66434 of Subdivision Map Act. Said set of drawings shall contain a copy of sheets with construction changes made or an indication that no changes were made and shall be submitted for approval by the City Engineer.
- d. **Inspection of Public Improvements.** The City Engineer or other authorized representative of the City shall inspect all of the Public Improvements to see that they comply with City subdivision regulations including, but not limited to, these Conditions of Approval, Standard Specifications and Design Expectation Guidelines. The Project Proponent hereby grants access to the Project and Project Site for inspection purposes and agrees to notify City Engineer at least 48 hours in advance of required inspection. Project Proponent shall pay to City the actual cost to City for all inspection, and other services furnished by City in connection with the Project by paying Plan Check and Inspection fees, and shall also reimburse City for the actual cost charged to City by City Engineer for all services performed in accordance with these Conditions, such charges to be at the normal rate charged the City by the City Engineer. However, all costs in soil testing, concrete testing and compaction testing will be the responsibility of the Project Proponent/Contractor. Plan check and inspection fees will be based on the approved engineer's estimate.
- e. **Deviation from Plans.** If the Project Proponent/Contractor deviates from the approved improvement drawings, specifications or standards, or shall construct any Public Improvements in such a manner so as to, in the opinion of the City Engineer, endanger the public safety, the City may cause the necessary corrections to be made without notice. In the event such deviations do not, in the opinion of the City Engineer, endanger the public safety, the City Engineer may give the Project Proponent/Contractor written notice of such deviations, and the Project Proponent shall correct the deviation in the time prescribed by the City Engineer. In the event of the failure of the Project

Proponent/Contractor to make corrections of deviations, whether or not the public safety is affected, the City may cause the necessary corrections to be made and shall be reimbursed by the Project Proponent/Contractor at cost plus 25%. Said amount shall be deducted from the reimbursement by the City to the Project Proponent/Contractor or shall be paid for by the Project Proponent/Contractor prior to the acceptance of the improvements, or shall be obtained from the improvement securities. Project Proponent/Contractor shall perform any changes or alterations in the construction and installation of such Public Improvements required by City, provided that all such changes or alterations do not exceed 10 percent of the original total estimated cost of such Public Improvements.

- f. **Condition Satisfaction.** Prior to final inspections, all pertinent conditions of approval and all improvements shall be completed to the satisfaction of the Community Development Director and City Engineer.
- g. **Irrigation Acceptance.** Prior to the issuance of the first Certificate of Occupancy, all landscape and irrigation should be substantially completed in accordance to the approved plan. An Irrigation Schedule shall be submitted prior to the final inspection and acceptance of improvements.
- h. **Landscape Installation.** Landscape and tree improvements shall be installed according to the approved plans prior to the occupancy of each building. All common area landscaping, irrigation and other required improvements shall be installed prior to acceptance of tract improvements, or occupancy of eighty percent of the dwelling units, whichever first occurs and a Certificate of Completion, as-built Mylar and an Irrigation Schedule shall be submitted prior to the Final Approval of the landscaping for the Tract to the Community Development Department by the developer.

49. Conditions from Responsible Agencies

- a. Hughson Unified School District
 - i. School Impact Fees shall be submitted to the Hughson Unified School District prior to the time of issuance of building permits for lots in the proposed project. School impact fees shall include those fees required by the state and adopted by the Hughson Unified School District.
- b. Stanislaus Consolidated Fire Protection District/Hughson Fire Protection District
 - i. The Project shall conform to the requirements of the Hughson Fire District. Project Proponent shall, at Project Proponent's expense, install fire hydrants which shall be tested for flow and color-coded to represent the amount of flow, as specified by the Hughson Fire Protection District. Fire hydrants shall be placed on property lines. Reflectors shall be placed in the street adjacent to the fire hydrants. Curbs at the fire hydrants shall be painted to prevent parking. Prior to any construction framing, the Project Proponent shall provide adequate fire protection facilities, including, but not limited to surface roads, fire hydrants, and a water supply and

water flow in conformance to the City's Fire Department Standards able to suppress a major fire. When alternate methods of fire protection are approved by the Fire Chief, this requirement may be waived or modified. Proposed alternative methods of fire protection shall be submitted in writing to the Fire Chief prior to any framing construction. Work on the alternative fire protection methods shall not begin until approved by the Fire Chief.

1. The minimum number of fire hydrants shall be provided in accordance with the Hughson Fire Code Ordinance and the California Fire Code. The average spacing between hydrants is 300 feet. All homes shall be within 300 feet of a fire hydrant. Spacing and locations of fire hydrants shall be subject to review and approval by the Hughson Fire District.
 - ii. **Fees.** Developer shall pay all Fire Facilities Fees. The fees shall be payable at the time of issuance of the building permit for any construction and shall be based on the rates in effect at the time of building permit issuance.
 - iii. **Access.** Fire department access and water for fire protection shall be provided and maintained in accordance with all requirements, applicable codes and ordinances. Two ingress/egress accesses shall be provided.
 - iv. **Walk-through.** Upon completion of construction, the Fire District will complete a final walk- through inspection.
- c. Stanislaus County:
- i. County Impact Fees shall be submitted to the County prior to the time of issuance of building permits for lots in the proposed project.
- d. Stanislaus County Department of Environmental Resources:
- i. All existing on-site wells and/or septic tanks shall be destroyed under permit from the Department of Environmental Resources (DER) and in accordance with all laws and polices as regulated by Stanislaus County and California State Model Well Standards. Notification shall be made to the Community Development Department at least 24 hours prior to removal. Removal of these structures shall be documented and done under permit, as required by law.
- e. Turlock Irrigation District (District)
- i. The Developer shall submit plans detailing the existing irrigation facilities, relative to the proposed site improvements, in order for the District to determine specific impacts.

Properties that will no longer irrigate or have direct access to water must request abandonment from applicable Improvement Districts. Developed property adjoining irrigated ground must be graded so that finished grading elevations are at least 6 inches higher than irrigated ground. A protective berm must be installed to prevent irrigation water from reaching non-irrigated properties. Stub-end

streets adjoining irrigated ground must have a berm installed at least 12" above the finished grade of the irrigated parcel(s).

Any applicable improvements to this property shall be subject to the District's approval and meet all District standards and specifications. If it is determined that irrigation facilities will be impacted, the applicant will need to provide irrigation improvement plans and enter into an Irrigation Improvements Agreement for the required irrigation facility modifications. There is a District Board approved time and material fee associated with this review.

MITIGATION MONITORING AND REPORTING PROGRAM

This document is the Mitigation Monitoring and Reporting Program (MMRP) for the Parkwood Subdivision Project (project). This MMRP has been prepared pursuant to Section 21081.6 of the California Public Resources Code, which requires public agencies to “adopt a reporting and monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment.” A MMRP is required for the proposed project because the Initial Study / Mitigated Negative Declaration (IS/MND) has identified significant adverse impacts, and measures have been identified to mitigate those impacts.

The numbering of the individual mitigation measures follows the numbering sequence as found in the IS/MND.

MITIGATION MONITORING AND REPORTING PROGRAM

The MMRP, as outlined in the following table, describes mitigation timing, monitoring responsibilities, and compliance verification responsibility for all mitigation measures identified in the IS/MND.

The City of Hughson will be the primary agency responsible for implementing the mitigation measures and will continue to monitor mitigation measures that are required to be implemented during the operation of the project.

The MMRP is presented in tabular form on the following pages. The components of the MMRP are described briefly below:

- **Mitigation Measures:** The mitigation measures are taken from the IS/MND in the same order that they appear in that document.
- **Mitigation Timing:** Identifies at which stage of the Project mitigation must be completed.
- **Monitoring Responsibility:** Identifies the agency that is responsible for mitigation monitoring.
- **Compliance Verification:** This is a space that is available for the monitor to date and initial when the monitoring or mitigation implementation took place.

MITIGATION MONITORING AND REPORTING PROGRAM

TABLE 1: MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
AGRICULTURAL RESOURCES				
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<p>Mitigation Measure AG-1: Prior to approval of the Tentative Map for the project, the project applicant shall comply with the City's Right to Farm Ordinance (Section 17.03.064 of the Municipal Code). In order to comply, the following deed restriction shall be recorded by the owners and run with the land:</p> <p>"RIGHT TO FARM DEED RESTRICTION</p> <p><i>Properly conducted agricultural operations are permitted within Stanislaus County, within the City of Hughson, and its Sphere of Influence. You are hereby notified that the property you are purchasing is in an agricultural area. You may be subject to inconvenience or discomfort from lawful agricultural or agricultural processing facilities operations. Discomfort and inconvenience may include, but are not limited to, noise, odors, fumes, dust, smoke, burning, vibrations, insects, rodents and/or the operations of machinery (including aircraft) during any 24 hour period. One or more of the inconveniences described may occur as a result of agricultural operations which are in compliance with existing laws and regulations and accepted customs and standards. If you live near an agricultural area, you should be prepared to accept such inconveniences or discomfort as a normal and necessary aspect of living in an area with a strong rural character and an active agricultural sector. Lawful ground rig or aerial application of pesticides, herbicides and fertilizers occur in farming operations. Should you be concerned about spraying, you may contact the Stanislaus County Agricultural Commission.</i></p> <p><i>The City of Hughson Right to Farm Ordinance does not exempt farmers, agricultural processors or others from compliance with law. Should a farmer, agricultural processor or other person not comply with appropriate State, federal or local laws, legal recourse is possible by, among other ways, contacting the appropriate agency. This Right to Farm Deed Restriction shall be included in all subsequent deeds and leases for this property until such time as the City Council shall determine that such a restriction is no longer necessary."</i></p> <p><i>Additionally, every transferor of property subject to the notice recorded pursuant to subsection C of Section 17.03.064 shall provide to any transferee</i></p>	City of Hughson Community Development Department	Prior to the approval of the Tentative Map for the project	

MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p><i>in writing the notice of right to farm recited below. The notice of right to farm shall be contained in each offer for sale, counter offer for sale, agreement of sale, lease, lease with an option to purchase, deposit receipt, exchange agreement, rental agreement, or any other form of agreement or contract for the transfer of property; provided, that the notice need be given only once in any transaction. The transferor shall acknowledge delivery of the notice and the transferee shall acknowledge receipt of the notice.</i></p> <p><i>The form of notice of right to farm is as follows:</i></p> <p><i>"NOTICE OF RIGHT TO FARM</i></p> <p><i>Properly conducted agricultural operations are permitted within Stanislaus County and within the City of Hughson Sphere of Influence. You are hereby notified that the property you are purchasing/leasing/renting is in an agricultural area. You may be subject to inconvenience or discomfort from lawful agricultural or agricultural processing facilities operations. Discomfort and inconvenience may include, but are not limited to, noise, odors, fumes, dust, smoke, burning, vibrations, insects, rodents and/or the operation of machinery (including aircraft) during any 24 hour period. One or more of the inconveniences described may occur as a result of agricultural operations which are in compliance with existing laws and regulations and accepted customs and standards. If you live near an agricultural area, you should be prepared to accept such inconveniences or discomfort as a normal and necessary aspect of living in an area with a strong rural character and an active agricultural sector. Lawful ground rig or aerial application of pesticides, herbicides and fertilizers occur in farming operations. Should you be concerned about spraying, you may contact the Stanislaus County Agricultural Commission.</i></p> <p><i>The City of Hughson Right to Farm Ordinance does not exempt farmers, agricultural processors or others from compliance with law. Should a farmer, agricultural processor or other person not comply with appropriate state, federal or local laws, legal recourse is possible by, among other ways, contacting the appropriate agency. This notification is given in compliance with Hughson Municipal Code Section 17.03.064. By initialing below, you are acknowledging receipt of this notification.</i></p>			

MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	_____ Transferor's Initials	_____ Transferor's Initials"		
AIR QUALITY				
<p>a) Conflict with or obstruct implementation of the applicable air quality plan?</p> <p>b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?</p>	<p>Mitigation Measure AIR-1: Prior to the commencement of construction activities for each phase of the project, the project proponent shall prepare and submit a Dust Control Plan that meets all of the applicable requirements of APCD Rule 8021, Section 6.3, for the review and approval of the APCD Air Pollution Control Officer.</p> <p>Mitigation Measure AIR-2: During all construction activities, the project proponent shall implement dust control measures, as required by APCD Rules 8011-8081, to limit Visible Dust Emissions to 20% opacity or less. Dust control measures shall include application of water or chemical dust suppressants to unpaved roads and graded areas, covering or stabilization of transported bulk materials, prevention of carryout or trackout of soil materials to public roads, limiting the area subject to soil disturbance, construction of wind barriers, access restrictions to inactive sites as required by the applicable rules.</p> <p>Mitigation Measure AIR-3: During all construction activities, the project proponent shall implement the following dust control practices identified in Tables 6-2 and 6-3 of the GAMAQI (San Joaquin Valley APCD, 2002).</p> <ol style="list-style-type: none"> All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, or vegetative ground cover. All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant. All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall control fugitive dust emissions by application of water or by presoaking. When materials are transported off-site, all material shall be 	<p>SJVAPCD Air Pollution Control Officer</p> <p>SJVAPCD Air Pollution Control Officer</p> <p>SJVAPCD Air Pollution Control Officer</p>	<p>Prior to the commencement of construction activities for each phase of the project</p> <p>During all construction activities</p> <p>During all construction activities</p>	

MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p>covered, effectively wetted to limit visible dust emissions, or at least six inches of freeboard space from the top of the container shall be maintained.</p> <p>e. All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at least once every 24 hours when operations are occurring. The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.</p> <p>f. Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.</p> <p>g. Limit traffic speeds on unpaved roads to 5 mph; and</p> <p>h. Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent.</p> <p>Mitigation Measure AIR-4: Architectural coatings applied to all structures in the project site shall meet or exceed volatile organic compound (VOC) standards set in APCD Rule 4601. The project applicant shall submit to the APCD a list of architectural coatings to be used and shall indicate how the coatings meet or exceed VOC standards. If the APCD determines that any architectural coatings do not meet VOC standards, the project applicant shall replace the identified coatings with those that meet standards.</p> <p>Mitigation Measure AIR-5: Asphalt paving shall be applied in accordance with APCD Rule 4641. This rule applies to the manufacture and use of cutback asphalt, slow cure asphalt and emulsified asphalt for paving and maintenance operations.</p> <p>Mitigation Measure AIR-6: Prior to final approval of improvement plans for each phase of the project, the project proponent shall submit an Air Impact Assessment (AIA) application to the San Joaquin Valley Air Pollution Control District for District Rule 9510 Indirect Source Review (ISR) to obtain AIA approval from the District for the phase or project component that is to be constructed. Prior to the issuance of a building permit of each individual phase or project component, the project proponent shall incorporate</p>	<p>SJVAPCD Air Pollution Control Officer</p> <p>SJVAPCD Air Pollution Control Officer</p> <p>SJVAPCD</p>	<p>During all construction activities</p> <p>During all construction activities</p> <p>Prior to final approval of improvement plans for each phase of the project</p>	

MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	mitigation measures into the proposed project and demonstrate compliance with District Rule 9510 including payment of all fees.			
BIOLOGICAL RESOURCES				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<p>Mitigation Measure BIO-1: The project proponent shall implement the following measures to avoid or minimize impacts on Swainson's hawk:</p> <ul style="list-style-type: none"> No more than 30 days before the commencement of construction, a qualified avian biologist shall perform preconstruction surveys for nesting Swainson's hawk and other raptors during the nesting season (February 1 through August 31). Appropriate buffers shall be established and maintained around active nest sites during construction activities to avoid nest failure as a result of project activities. The appropriate size and shape of the buffers shall be determined by a qualified avian biologist, in coordination with CDFW, and may vary depending on the nest location, nest stage, and construction activity. The buffers may be adjusted if a qualified avian biologist determines it would not be likely to adversely affect the nest. Monitoring shall be conducted to confirm that project activity is not resulting in detectable adverse effects on nesting birds or their young. No project activity shall commence within the buffer areas until a qualified avian biologist has determined that the young have fledged or the nest site is otherwise no longer in use. Before the commencement of construction, the project proponent shall provide compensatory mitigation for the permanent loss of Swainson's hawk foraging habitat. Mitigation shall be at the CDFW specified ratios, which are based on distance to nests. The Plan Area's distance to the closest nest falls within the range of "within 5 miles of an active nest tree but greater than 1 mile from the nest tree." As such, the Project shall be responsible for 0.75 acres of each acre of urban development authorized (0-75:1 ratio). The project proponent shall either provide lands protected through fee title acquisition or conservation easement (acceptable to the CDFW) on agricultural lands or other suitable habitats which provide foraging habitat for Swainson's hawk. <p>Mitigation Measure BIO-2: The project proponent shall implement the following measure to avoid or minimize impacts on other protected bird</p>	City of Hughson Community Development Department	No more than 30 days before the commencement of construction	
		City of Hughson Community	Within 14 days before	

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	<p><i>species that may occur on the site:</i></p> <ul style="list-style-type: none"> <i>Preconstruction surveys for active nests of special-status birds shall be conducted by a qualified avian biologist in all areas of suitable habitat within 500 feet of project disturbance. Surveys shall be conducted within 14 days before commencement of any construction activities that occur during the nesting season (February 15 to August 31) in a given area.</i> <i>If any active nests, or behaviors indicating that active nests are present, are observed, appropriate buffers around the nest sites shall be determined by a qualified avian biologist to avoid nest failure resulting from project activities. The size of the buffer shall depend on the species, nest location, nest stage, and specific construction activities to be performed while the nest is active. The buffers may be adjusted if a qualified avian biologist determines it would not be likely to adversely affect the nest. If buffers are adjusted, monitoring will be conducted to confirm that project activity is not resulting in detectable adverse effects on nesting birds or their young. No project activity shall commence within the buffer areas until a qualified avian biologist has determined that the young have fledged or the nest site is otherwise no longer in use.</i> 	Development Department	commencement of any construction activities that occur during the nesting season (February 15 to August 31) in a given area	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<p>Mitigation Measure BIO-3: <i>Prior to approval of any street improvements, the project applicant shall pay to the City the total costs of all the trees, pursuant to Section 12.30.060 of the Municipal Code. The City shall plant the trees at the proper time. Watering and care of the trees thereafter shall be the responsibilities of the applicant or the purchasers of the property. Additionally, pursuant to Section 17.03.092 of the Municipal Code, the project applicant shall not plant trees or shrubs in any street tree area or other public place without permission of the planning officer.</i></p> <p><i>Further, the project applicant shall submit a tree survey to the City, pursuant to Section 17.03.092(E). The location, size, accurate driplines and species of existing trees shall be shown on the tree survey in the same scale as development plans submitted for development review. All trees proposed for removal shall be identified. If there is disturbance proposed within the dripline of a significant tree, a certified arborist's assessment and protection measures shall be provided. If significant trees are proposed for removal, the applicant shall replace them with trees whose size, number, and planting location shall be determined by the planning officer before final occupancy is granted to any new residents. The size and age of the tree shall be used to</i></p>	City of Hughson Community Development Department	Prior to the approval of any street improvements	

MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p>determine how many new trees shall be substituted for the removed tree but, at a minimum, three new trees shall replace one tree removed. The ratio may be increased at the discretion of the planning officer.</p> <p>Where orchard trees are to be cut down, removed, or relocated as part of new development, the planning commission or planning officer shall require the retention of selected orchard trees within the proposed subdivision that are representative of the land's agricultural heritage. For orchards in productive use for at least five years prior to the new development, a minimum of 10 percent of the existing orchard trees shall be preserved. This shall be determined by the planning officer.</p>			
CULTURAL RESOURCES				
<p>a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?</p> <p>b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?</p>	<p>Mitigation Measure CUL-1: If cultural resources (i.e., prehistoric sites, historic sites, isolated artifacts/features, and paleontological sites) are discovered, work shall be halted immediately within 50 meters (165 feet) of the discovery, the City of Hughson shall be notified, and a qualified archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology (or a qualified paleontologist in the event paleontological resources are found) shall be retained to determine the significance of the discovery. The City of Hughson shall consider recommendations presented by the professional for any unanticipated discoveries and shall carry out the measures deemed feasible and appropriate. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures. Specific measures are developed based on the significance of the find.</p>	<p>City of Hughson Community Development Department Qualified archaeologist</p>	<p>If cultural resources (i.e., prehistoric sites, historic sites, isolated artifacts / features, and paleontological sites) are discovered</p>	
<p>c) Disturb any human remains, including those interred outside of formal cemeteries?</p>	<p>Mitigation Measure CUL-2: If any human remains are found during grading and construction activities, all work shall be halted immediately within 50 meters (165 feet) of the discovery and the County Coroner must be notified, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the coroner shall notify the Native American Heritage Commission, and the procedures outlined in CEQA Section 15064.5(d) and (e) shall be followed. Additionally, if the Native American resources are identified, a Native American monitor, following the Guidelines for Monitors/Consultants of Native American Cultural, Religious, and Burial Sites established by the Native American Heritage Commission, may also be</p>	<p>Stanislaus County Coroner Native American Heritage Commission</p>	<p>If any human remains are found during grading and construction activities</p>	

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	<i>required and, if required, shall be retained at the applicant's expense.</i>			
GEOLOGY AND SOILS				
<p>a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:</p> <p>iii) Seismic-related ground failure, including liquefaction?</p> <p>c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?</p> <p>d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?</p>	<p>Mitigation Measure GEO-1: Prior to issuance of any building permits, the developer shall be required to submit building plans to the City of Hughson for review and approval. The building plans shall also comply with all applicable requirements of the most recent California Building Standards Code. All on-site soil engineering activities shall be conducted under the supervision of a licensed geotechnical engineer or certified engineering geologist.</p>	City of Hughson Building Division	Prior to issuance of any building permits	
<p>b) Result in substantial soil erosion or the loss of topsoil?</p>	<p>Mitigation Measure GEO-2: The project applicant shall submit a Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) to the RWQCB in accordance with the NPDES General Construction Permit requirements. The SWPPP shall be designed to control pollutant discharges utilizing Best Management Practices (BMPs) and technology to reduce erosion and sediments. BMPs may consist of a wide variety of measures taken to reduce pollutants in stormwater runoff from the project site. Measures shall include temporary erosion control measures (such as silt fences, staked straw bales/wattles, silt/sediment basins and traps, check dams, geofabric, sandbag dikes, and temporary revegetation or other ground cover) that will be employed to control erosion from disturbed areas. Final selection of BMPs will be subject to approval by the City of Hughson and the RWQCB. The SWPPP will be kept on site during construction activity and will be made available upon request to representatives of the RWQCB.</p>	<p>City of Hughson Community Development Department</p> <p>Central Valley Regional Water Quality Control Board</p>	Prior to earthmoving activities	

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HYDROLOGY AND WATER QUALITY				
<p>c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:</p> <p>(i) Result in substantial erosion or siltation on- or off-site;</p> <p>(ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;</p> <p>(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or</p> <p>(iv) Impede or redirect flood flows?</p> <p>e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?</p>	<p>Mitigation Measure HYDRO-1: The Stormwater Management Plan shall be designed and engineered to ensure that post-project runoff is equal to or less than pre-project runoff. The Plan shall be consistent with Section 7 of the City's Improvement Standards, which establish minimum storm water management requirements and controls. According to the standards, storm drain discharges must include stormwater quality control measures, and stormwater generated must be adequately treated before discharge. The applicant shall provide the City Engineer with all stormwater runoff calculations with the improvement plan submittal.</p>	City of Hughson Engineer	With improvement plan submittal	
NOISE				
<p>a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise</p>	<p>Mitigation Measure NOI-1: To reduce potential construction noise impacts during project construction, the following multi-part mitigation measure shall be implemented for the project:</p> <ul style="list-style-type: none"> All construction equipment powered by internal combustion engines shall be properly muffled and maintained. 	City of Hughson Public Works Department	Prior to approval of improvement plans for the project	

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<p>ordinance, or applicable standards of other agencies?</p> <p>b) Generation of excessive groundborne vibration or groundborne noise levels?</p>	<ul style="list-style-type: none"> Quiet construction equipment, particularly air compressors, shall be selected whenever possible. All stationery noise-generating construction equipment such as tree grinders and air compressors shall be located as far as is practical from existing residences. In addition, the project contractor shall place such stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site. Unnecessary idling of internal combustion engines is prohibited. The construction contractor shall, to the maximum extent practical, locate on-site equipment staging areas so as to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction. Construction shall be limited to 7 AM to 7 PM on weekdays and 8 AM to 4 PM on Saturdays with no work allowed on Sundays unless otherwise authorized by the City in writing. <p><i>This requirement shall be noted in the improvement plans prior to approval by the City's Public Works Department.</i></p> <p>Mitigation Measure NOI-2: Any compaction required less than 26 feet from the adjacent residential structures shall be accomplished by using static drum rollers, which use weight instead of vibrations to achieve soil compaction. As an alternative to this requirement, pre-construction crack documentation and construction vibration monitoring shall be conducted to ensure that construction vibrations do not cause damage to any adjacent structures. These requirements shall be included in the improvements plans prior to their approval by the City's Public Works Department.</p>	City of Hughson Public Works Department	Prior to approval of improvement plans for the project	
TRIBAL CULTURAL RESOURCES				
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms	Mitigation Measure TRIBAL-1: If cultural resources are discovered during project-related construction activities, all ground disturbances within a minimum of 50 feet of the find shall be halted until a qualified professional archaeologist can evaluate the discovery. The archaeologist shall examine the resources, assess their significance, and recommend appropriate procedures to the lead agency to either further investigate or mitigate adverse impacts. If	City of Hughson Community Development Department Qualified archaeologist	If cultural resources are discovered during project-related construction activities	

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ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
<p>of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:</p> <p>a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?</p> <p>b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resources to a California Native American tribe.</p>	<p><i>the find is determined by the lead agency in consultation with the Native American tribe traditionally and culturally affiliated with the geographic area of the project site to be a tribal cultural resource and the discovered archaeological resource cannot be avoided, then applicable mitigation measures for the resource shall be discussed with the geographically affiliated tribe. Applicable mitigation measures that also take into account the cultural values and meaning of the discovered tribal cultural resource, including confidentiality if requested by the tribe, shall be completed (e.g., preservation in place, data recovery program pursuant to PRC §21083.2[i]). During evaluation or mitigative treatment, ground disturbance and construction work could continue on other parts of the project site.</i></p>			

Design Expectations

♦ Self Certification Checklist

Prior to submittal of any application subject to the design guidelines the applicant shall complete the following self-certification checklist. The completed checklist shall be submitted as part of the formal application materials for review and use by City staff, Design Review Committee, Planning Commission and City Council.

The “Design Expectations” contained herein have been prepared to encourage each applicant to carefully consider the City’s expectations as they begin the earliest planning stages of a proposed development. While encouraging fairly broad and flexible solutions to address each “Design Expectations”, overall compliance with these “Design Expectations” is not optional. The City Council reserves the right to determine final conformance with these City’s objectives and expectations identified herein.

Prior to submittal of any proposed plan, zoning change, and/or tentative subdivision map application, each project proponent, developer, subdivider, or applicant shall complete the following self-certification checklist. The completed checklist shall be submitted as part of the formal application materials for review and use by City staff, Planning Commission and City Council. If the Community Development Director can clearly determine full compliance with the Single-Family Residential “Design Expectations” as noted in this checklist, no additional review by the Commission/Council may be required.

The “Design Expectations” contained herein have been prepared to encourage each developer to carefully consider the City’s expectations as they begin the earliest planning stages of a proposed residential development. While encouraging fairly broad and flexible solutions to address each “Design Expectations”, overall compliance with these Expectations is not optional. The City Council reserves the right to determine final conformance with these City’s objectives and expectations identified herein.

Site Planning

A. Orientation To Built Community/Adjoining Development	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Numerous points of ingress and egress, interconnecting with local streets, bikeways and sidewalks.				
2. Non-motorized trail system allowing for connecting points to public right-of-ways, trails, streets and public facilities.				
3. Open community, without gates, unless permitted by City Council in special housing situation.				

Design Expectations

4. Any cul-de-sacs are open ended, providing pedestrian and bicyclist access to adjoining streets and public areas.				
5. Design developments that decrease densities as development progresses outward from the center of town towards urban/agricultural edges				
6. No two-story homes adjacent to existing single-story homes.				
7. Homes within ½ mile of railroad or Hatch Road constructed with specified sound rated assemblies or doors, windows and sliding glass doors.				
B. Orientation to Parks, Public Open Space and “Edges” of the Community.	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Homes that “front” onto parks and open space edges in order to provide “eyes” on passive and active places.				
2. On lots or homes that “back up” to the edge provide visual breaks through design or open fencing elements.				
3. Along permanent city edges provide perimeter streets with homes “facing” the city’s edge versus “backing up” to our edge.				
4. Perimeter walls along edges of neighborhoods only permitted when abutting major arterial or expressway.				
5. In those instances with perimeter lots backing up to arterial roadway, homes limited to single story in height or provide other design solution (i.e., extra deep lots, excessive rear yard setback, etc.) to reduce visual “tunnel look”.				
C. General Street Widths and Block Lengths	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Overall street system that incorporates principles of grid based street system with multiple connections and routes to each destination point.				
2. Residential streets with hierarchy of size and width which include arterials, collectors, parkway streets, and local residential streets.				

Design Expectations

3. Elongated and open ended cul de sacs may be appropriate only in limited instances.				
D. Reduce Vehicle Speeds Through Neighborhoods	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Traffic calming features, including bow-outs at intersections of collectors and/or local residential streets, to enhance pedestrian/vehicular separation and lessen speeds.				
2. Special paving treatments, such as texturing or interlocking pavers considered in crosswalks at key intersections.				
3. Define key neighborhood entry points through the use of bow-outs, landscaping, monuments, and roadway texture changes to create visual and audible cues of entryway.				
E. Encourage Pedestrian Activity In Residential Neighborhoods	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Pedestrian sidewalks or pathways on both sides of all streets.				
2. Pedestrian sidewalk separated from the street curb by a landscaped planter strip ranging in width from a minimum of 4' to 8' depending on the classification and function of the adjoining roadway.				
3. Installation of Decorative Bollard type bicycle locking devices in lieu of standard bicycle rack devices				
4. Street trees planted at intervals of 20-30 feet on center within landscaped planter strip.				
5. Street trees incorporate deep-root watering technologies to prevent root intrusion and damage to streets, driveways and sidewalks.				
6. Street tree species that have a broad canopy in order to provide shade as well as pleasant enclosure of the street				
7. Street tree species to emphasize deciduous varieties that provide summer shading, fall and/or spring colors, and open canopy for winter sun and warmth. Deep rooting varieties will include deep root enclosures.				

Design Expectations

8. Themed street tree pattern defined by a predominant species along each arterial and collector street. Oak trees encouraged.				
9. Development provides for creation of a Landscape and Lighting Maintenance Benefit District (or comparable maintenance districts) to preserve and maintain in perpetuity all district landscape features, lighting elements, special paving/transportation features, pedestrian/bicyclist pathways, and monument/signing entry elements.				
10. Where possible, a system of Class 1 Bikeways and Trails have been designed within and around the development to encourage off-street, non-vehicular pedestrian circulation.				
11. Class II and III Bikeways have been designed on all arterial or collector streets consistent with the City's Bike and Trail Master Plan.				
12. Specifications for all related design details for a pedestrian/bicycle trail include pavement striping legends, decorative bollard design and placement details, trail/road crossing intersection details, roadway signing, trail signing, low level security lighting, and acceptable fire-resistive landscape planting materials and has been submitted for review and approval by the City,				
F. Enhance the Pedestrian Scale of the Residential Streetscape	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Decorative light standards and fixtures consistent with Hughson's small town, rural character is used along residential streets at a scale consistent with the street classification.				
2. All new and existing overhead utility lines and structures placed below ground during development to reduce visual clutter and avoid conflicts with street trees.				
3. Any above ground utility structure that cannot be mounted or installed below ground sufficiently screened in a manner to soften its visual appearance along the streetscape..				

Design Expectations

4. Decorative Street signing consistent with the City's small town, rural character and meeting all necessary regulatory requirements be installed or used along residential streets and placed in a manner which enhances its scale and is consistent with the street classification.				
G. Provide Variation in Lot Depths and Lot Widths	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Provide variation in the width and depth of proposed lots in order to allow opportunities for the construction of homes which include a wide side yard for possible off-street placement of accessory buildings and/or RV parking behind fence				
2. Use any curvilinear or angle streets to allow varied lot width and depth along streets and/or blocks.				
H. Street View (Perimeter) Walls & Monument Entries/ Access	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Incorporate design features in perimeter walls that include off-sets, wall/metal combinations, walls with varying heights, and extensive landscape screening.				
2. Plan for multiple ingress and egress points into residential subdivisions along perimeter walls where traffic and noise impacts allow. This orientation should always contribute to a more aesthetic and pedestrian friendly streetscape.				
3. Enhance the visual attractiveness of the community by providing attractive streetscapes, particularly along major expressways, arterials and collector streets.				
4. Deep, landscaped setbacks to separate perimeter walls from adjoining street right-of-ways and other public views. Class I pathways and bicycle trail systems to be incorporated within these perimeter setback areas.				
5. Neighborhood entry markers and/or monuments that contribute to creating a sense of place for the residential community.				

Design Expectations

6. Maximize placement of single story residences on lots that back up to the inside or perimeter subdivision walls to lessen the effect or large two-story homes with rear windows facing the arterial or expressway view. [Also See Element 2. (e)]				
I. Provide Variation In Building Setback and Streetscape Expression	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Fully utilize the opportunities to vary plot placements to incorporate varied front building setbacks along each streetscape. [Also See Element No. 8 (a)]				
2. Design diversity that breaks from repetitive tract house style by providing front elevation variation throughout the neighborhood plan. [Also See Element No. 2 (a) & (b)]				
3. Options offered that provide variety of Plot Placements and Footprint sizes at time of sale				
4. Manipulate building massing and exterior elements to allow for visual interest and bulk/height variety along the streetscape.				
5. Building placement and orientation acknowledging the natural terrain, drainage and vegetation where appropriate that offers variety in streetscape expression.				
J. Building Variety and Type	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. A combination of both one and two story homes will be provided throughout each residential neighborhood.				
2. For each housing development of less than 100 units, applicant shall offer a minimum of seven (7) separate floor plans each with four (4) alternate elevations, of which three (3) must be single story and at least two (2) must be plans for 2000 square feet or less. The number of lots that can accommodate each of the seven (7) plans shall be approximately equal.				

Design Expectations

3. For neighborhoods larger than 100 units, applicant shall offer a minimum of ten (10) separate floor plans, each with six (6) alternate elevations, of which four (4) must be single story and at least three (3) must be plans for 2000 square feet or less. The number of lots that can accommodate each of the ten (10) plans shall be approximately equal.				
4. A variety of house sizes provided throughout each separate development in an effort to allow for diversity in the economic makeup and price range with each neighborhood.				
K. Minimize Impact of Garages and Off Street Parking Areas	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Garages are not to be the prominent feature on the front elevation of any residence. Creative efforts will be expected to lessen the garage as a prominent feature including, but not be limited to, the following design elements:				
2. Side turn-in garage may protrude in front of front house elevation.				
3. Provide a second story above the garage with features such as protruding balconies or strong architectural elements to draw attention away from garage doors.				
4. Detach garage to rear of property – may tie to residence with trellis, breezeway, etc.				
5. Courtyard garage design.				
6. Porte-cocheres to create pass-through to side garage and extra parking space.				
7. On corner lots, garages accessed from side other than front of house when possible				
8. Front loaded garages wider than two cars in width are only permitted when placed on lots wider than 75'.				
9. Three car garages may be permitted in lots smaller than 75' when the third car space is situated in a tandem parking alignment.				

Design Expectations

10. Front loaded garage elements not to exceed more than fifty percent (50%) of the overall width of the residence.				
11. All garages maintain a setback (driveway length) of at least 20' from property line of loading street. Alley setbacks will be 3'				
12. Driveways will be located on the side of the lot farthest from the intersection if the lot is a corner lot.				
13. There shall be illuminated address numerals posted on the building so as to be plainly visible from all adjoining streets or driveways during both daylight and night time hours.				
14. Place active living areas at the front of the structure with windows onto the street limiting garage projection				
L. Creative Entry Walks and Driveways	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Optional offering of separate pedestrian access to the front door from the driveway.				
2. Optional offering of "Hollywood" driveways to be used when providing access to garages or off-street parking areas in the rear half of the lot.				
3. When any driveway is wider than 20 feet, developer has will offer construction with visually contrasting paving surface elements such as salt finish bomanite, stamped/colored concrete, brick, or paving stones.				
4. Driveway access to "third" garages and/or R.V. parking areas should be offered with alternative paving materials (i.e. Hollywood driveways, pavers, decorative concrete, etc.)				
M. Maximize Porches, Entries and Courts	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Each house should have a clearly identified entry and have active use windows (i.e., living room, kitchen, family room) facing the street.				
2. Porches of sufficient overall size and scale to balance the appearance of the front façade and provide weather protection and shade.				

Design Expectations

3. Front porches large enough (minimum of 6 feet in depth) to accommodate chairs to provide an opportunity for increased interaction among neighbors				
4. Corner lot houses include wrap around porches on both street sides to establish a strong “street relationship” where possible				
5. At a minimum, the front door should have the same prominence as the garage door.				
6. Use of courtyards that offer additional semi-enclosed private front yard exterior living area shall be offered where possible.				
N. General Architecture	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Roof form, mass, shape, material and color changes to create variations in plans. [Also See Element No. 1 (b)]				
2. Consistent levels of detailing/finish on all sides of structures such as recessed, pop out, or trim features.				
3. Window shape, placement and detailing that breaks long expanse of exterior walls (i.e., shutters, window boxes, moldings, multi-panes, and decorative window heads				
4. A minimum of 15 color schemes for exterior surface and five (5) color options for trim are offered to buyer for subdivisions of 100 or more houses, and a proportional number for subdivisions under 100 houses, but never less than 8 color schemes and 3 options for trim.				
5. Residential heating/air conditioning units located to have the minimum visual impact and noise impact on adjacent residential neighbors. Roof-mounted screens/vents compatible with roof material and color.				
6. All trash and storage areas, mechanical equipment, and all other building appurtenances (i.e. utility meters, electrical boxes, air conditioners, fire sprinkler backflow valves, etc.) shall be screened from public view and adjacent properties. Details of the proposed screening shall be shown on the final construction and/or landscape plans. Roof-mounted screens and vents shall be compatible with final roof materials and colors.				

Design Expectations

7. Garage door recessed a minimum of 1 foot behind leading wall of garage (encouraged to have window elements and wall accent/base elements).				
8. The use of dormers, triangular knees, and exposed beams and rafter tails on exterior eaves to provide design accents.				
9. The application of architectural embellishments to chimneys, porte-cocheres, porches and entry ways to provide visual interest (i.e., stone work, trellises, extra stickwork, support bases and walls, railings, caps, etc.)				
10. Solar panels, if used or offered, should be integral with the roof.				
11. Roof chimneys and vents minimized with size, composition and color to harmonize with the surrounding materials.				
O. Gateways				
1. Require design review on all development projects and capital improvements within view of these designated “gateway zones”				
2. Coordinate development of entryway architectural features that compliment and extend features currently found at other “gateway zones” and throughout the city.				
3. Create sense of open space use and vista with architectural features that incorporate structure and landscaping.				



Responses to Comments for the Parkwood Subdivisions Project

Introduction and List of Commenters

The Initial Study / Mitigated Negative Declaration (IS/MND) for the Parkwood Subdivision Project was available for the statutory 30-day public review from June 15, 2020 to July 14, 2020. No new significant environmental impacts or issues, beyond those already covered in the IS/MND for the Parkwood Subdivision Project, were raised during the comment period.

The following table lists the comments on the IS/MND that were submitted to the City of Hughson during the 30-day public review period for the IS/MND. The assigned comment letter, letter date, letter author, and affiliation, if presented in the comment letter or if representing a public agency, are also listed. Letters received are coded with letters (A, B, C, etc.).

LIST OF COMMENTERS ON IS/MND

<i>RESPONSE LETTER</i>	<i>INDIVIDUAL OR SIGNATORY</i>	<i>AFFILIATION</i>	<i>DATE</i>
A	Monique Wilber	California Department of Conservation	7-14-2020
B	Nicholas White	Central Valley Regional Water Quality Control Board	7-8-2020
C	Gina Oltman	Resident of Hughson	6-27-2020
D	Scott Berner	Hughson Fire Protection District	7-14-2020
E	Brenda Smith	Hughson Unified School District	7-14-2020
F	Michael Mitchell	Resident of Hughson	7-14-2020
G	Robin MacDonald	Resident of Hughson	7-3-2020

Responses to Comment Letters

Written comments on the IS/MND are reproduced on the following pages, along with responses to those comments. To assist in referencing comments and responses, the following coding system is used:

- Those comments received are represented by a lettered response.
- Each letter is lettered (i.e., Letter A) and each comment within each letter is numbered (i.e., comment A-1, comment A-2).

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Gavin Newsom, Governor
David Shabazian, Director

JULY 8, 2020

VIA EMAIL: LSIMVOULAKIS@HUGHSON.ORG

City of Hughson, Community Development Department

Attn: Lea Simvoulakis, Director

P.O. Box 9

Hughson, CA 95326

Dear Ms. Simvoulakis:

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE
PARKWOOD SUBDIVISION PROJECT, SCH# 2020060271

The Department of Conservation's (Department) Division of Land Resource Protection (Division) has reviewed the Notice of Intent to adopt a Mitigated Negative Declaration for the Parkwood Subdivision Project (Project). The Division monitors farmland conversion on a statewide basis, provides technical assistance regarding the Williamson Act, and administers various agricultural land conservation programs. We offer the following comments and recommendations with respect to the proposed project's potential impacts on agricultural land and resources.

Project Description

The proposed project includes the subdivision of the approximately 56.04-acre site into 299 single-family residential lots with one single-family home per lot. The lots would range in size from 5,005 to 13,280 square feet. The project also includes development of 6.14 acres of park/dual use facilities. Additionally, the project would include development of circulation and utility infrastructure improvements.

Currently, the project site is in agricultural use and contains Prime Farmland, as identified by the Department of Conservation's Farmland Mapping and Monitoring Program¹.

A-1

¹ California Department of Conservation, Division of Land Resource Protection, Farmland Mapping and Monitoring Program, <https://maps.conservation.ca.gov/DLRP/CIFF/>

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Department Comments

The conversion of agricultural land represents a permanent reduction and significant impact to California's agricultural land resources. Under CEQA, a lead agency should not approve a project if there are feasible alternatives or feasible mitigation measures available that would lessen the significant effects of the project.² All mitigation measures that are potentially feasible should be included in the project's environmental review. A measure brought to the attention of the lead agency should not be left out unless it is infeasible based on its elements.

A-2

As the courts have shown³, agricultural conservation easements on land of at least equal quality and size can mitigate project impacts in accordance with CEQA Guideline § 15370. The Department highlights agricultural conservation easements because of their acceptance and use by lead agencies as an appropriate mitigation measure under CEQA. Agricultural conservation easements are an available mitigation tool and should always be considered; however, any other feasible mitigation measures should also be considered.

A source that has proven helpful for regional and statewide agricultural mitigation banks is the California Council of Land Trusts. They provide helpful insight into farmland mitigation policies and implementation strategies, including a guidebook with model policies and a model local ordinance. The guidebook can be found at:

<http://www.calandtrusts.org/resources/conserving-californias-harvest/>

Conclusion

The Department recommends further discussion of the following issues:

- Type, amount, and location of farmland conversion resulting directly and indirectly from implementation of the proposed project.
- Impacts on any current and future agricultural operations in the vicinity; e.g., land-use conflicts, increases in land values and taxes, loss of agricultural support infrastructure such as processing facilities, etc.
- Incremental impacts leading to cumulative impacts on agricultural land. This would include impacts from the proposed project, as well as impacts from past, current, and likely future projects.

A-3

² Public Resources Code section 21002.

³ *Masonite Corp. v. County of Mendocino* (2013) 218 Cal.App.4th 230, 238.

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- Proposed mitigation measures for all impacted agricultural lands within the proposed project area.

A-3
cont'd

Thank you for giving us the opportunity to comment on the Notice of Intent to adopt a Mitigated Negative Declaration for the Parkwood Subdivision Project. Please provide this Department with notices of any future hearing dates as well as any staff reports pertaining to this project. If you have any questions regarding our comments, please contact Earl Grundy, Associate Environmental Planner at (916) 324-7347 or via email at Earl.Grundy@conservation.ca.gov.

A-4

Sincerely,

Monique Wilber

Monique Wilber

Conservation Program Support Supervisor

Response to Letter A: Monique Wilber, California Department of Conservation

Response A-1: This comment is noted. This comment serves as an introduction to the letter. This comment notes the responsibilities of the Department of Conservation's Division of Land Resources Protection. Additionally, the commenter summarizes the proposed project description, and notes that the project site is in agricultural use and contains Prime Farmland, as identified by the Department of Conservation's Farmland Mapping and Monitoring Program.

As discussed on page 24 of the IS/MND and as shown in Figure 7 of the IS/MND, the majority of the project site is designated Prime Farmland as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency. A portion of the site along the northern boundary is designated Urban and Built-Up Land. The proposed project would result in the conversion of this designated Prime Farmland land to a non-agricultural use. Further, as discussed in the Project Description on page 4 of the IS/MND, the site has previously been used for agricultural and single-family ranchette uses. Orchards are currently located throughout the project site, including mature and young walnut and almond trees. No further response is warranted.

Response A-2: The commenter notes that conversion of agricultural land represents a permanent reduction and significant impact to California's agricultural land resources and that, under CEQA, a lead agency should not approve a project if there are feasible alternatives or feasible mitigation measures available that would lessen the significant effects of the project. The commenter also notes that all mitigation measures that are potentially feasible should be included in the project's environmental review, and that a measure brought to the attention of the lead agency should not be left out unless it is infeasible based on its elements.

The commenter further notes that agricultural conservation easements on land of at least equal quality and size can mitigate project impacts in accordance with CEQA Guideline §15370. According to the comment, the Department of Conservation highlights agricultural conservation easements because of their acceptance and use by lead agencies as an appropriate mitigation measure under CEQA. In addition, the commenter notes that agricultural conservation easements are an available mitigation tool and should always be considered; however, any other feasible mitigation measures should also be considered. The comment concludes with information regarding regional and statewide agricultural mitigation banks is the California Council of Land Trusts.

This comment is noted. Impacts associated with agricultural land conversion, including impacts associated with other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use, are discussed in Section II, Agriculture and Forestry

Resources, of the IS/MND. As discussed on page 24, the proposed project will convert Prime Farmland to single-family residential uses. However, the project site is designated as Low Density Residential (LDR) (approximately 19.28 acres), Medium Density Residential (MDR) (approximately 17.73 acres), and Service Commercial (SC) (approximately 19.00 acres) by the Hughson General Plan Land Use Map. The Hughson General Plan EIR anticipated development of the project site as part of the overall evaluation of the build out of the City. The General Plan EIR addressed the conversion and loss of agricultural land that would result from the build out of the General Plan (General Plan 2023 Draft EIR, pp. 4.2-1 through 4.2-15). The General Plan EIR determined that even with the implementation of the General Plan goals, policies, and actions (including, but not limited to, Goal COS-1, Actions LU-1.2, COS-1.2, and COS-1.3, and Policies COS-1.1, COS-1.3, COS-1.6, COS-1.7), the impact would be significant and unavoidable. The City subsequently adopted a Statement of Overriding Consideration and certified the General Plan EIR. The proposed project is generally consistent with the General Plan.

Because conversion of the project site from agricultural to urban uses was previously analyzed in the City's General Plan EIR, implementation of the proposed project would have a less than significant impact relative to this issue.

Further, impacts associated with other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use, are discussed on pages 25 and 26. As discussed, the agricultural land located west of the site, opposite Santa Fe Avenue, is designated mainly Vacant or Disturbed Land, with some Prime Farmland located west of the southwestern corner of the site (see Figure 7). The land to the east is designated for Agriculture by the Stanislaus County General Plan land use map. In order to ensure that development of the site does not result in conversion of the portion of Prime Farmland located west of the southwestern corner of the site to non-agricultural use, the project would be subject to the City's Right to Farm Ordinance. Section 17.03.064 of the Hughson Municipal Code outlines the Right to Farm Ordinance, including nuisances, deed restrictions, and notification to buyers.

The project will comply with the City's Right to Farm Ordinance (as required by Mitigation Measure AG-1). Because conversion of the project site from agricultural to urban uses was analyzed in the City's General Plan EIR, and because the project will be subject to the Right to Farm Ordinance, implementation of the proposed project would have a less than significant impact relative to this issue.

Because the conversion of agricultural land to urban uses was analyzed by the City's General Plan EIR, mitigation is not required for conversion of on-site Important Farmland.

Response A-3: The commenter recommends the following issues be further discussed:

- Type, amount, and location of farmland conversion resulting directly and indirectly from implementation of the proposed project.
- Impacts on any current and future agricultural operations in the vicinity; e.g., land-use conflicts, increases in land values and taxes, loss of agricultural support infrastructure such as processing facilities, etc.
- Incremental impacts leading to cumulative impacts on agricultural land. This would include impacts from the proposed project, as well as impacts from past, current, and likely future projects.
- Proposed mitigation measures for all impacted agricultural lands within the proposed project area.

This comment is noted. See Response A-2 which details the: (1) type, amount, and location of on-site and adjacent farmlands, including a discussion of the farmland conversion that would result from implementation of the project; and (2) impacts on agricultural operations in the vicinity. As discussed, the proposed project will convert Prime Farmland to single-family residential uses. Because the conversion of agricultural land to urban uses was analyzed by the City's General Plan EIR, mitigation is not required for conversion of on-site Important Farmland.

As noted in Response A-2, the lands adjacent to the site contain religious uses and residential uses. The agricultural land located west of the site, opposite Santa Fe Avenue, is designated mainly Vacant or Disturbed Land, with some Prime Farmland located west of the southwestern corner of the site (see Figure 7). It is noted that Mitigation Measure AG-1 is included in the IS/MND to ensure that adjacent off-site agricultural operations are not significantly impacted by development of the proposed project.

Impacts associated with cumulative agricultural impacts are discussed on pages 157 and 158 of the IS/MND. As discussed, the Initial Study includes an analysis of the project impacts associated with agricultural resources, and it was found that the proposed project would have either no impact, a less than significant impact, or a less than significant impact with the implementation of Mitigation Measure AG-1. This mitigation measure would also function to reduce the project's contribution to cumulative impacts. There are no significant cumulative or cumulatively considerable effects that are identified associated with the proposed project after the implementation of all mitigation measures presented in the IS/MND, including Mitigation Measure AG-1.

Response A-4: This comment is noted. This comment serves as a conclusion to the letter. This comment letter has been forwarded to the decision-makers for their consideration. No further response is necessary.



Central Valley Regional Water Quality Control Board

14 July 2020

Lea Simvoulakis
City of Hughson
P.O. Box 9
Hughson, CA 95326

COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATED NEGATIVE DECLARATION, PARKWOOD SUBDIVISION PROJECT, SCH#2020060271, STANISLAUS COUNTY

Pursuant to the State Clearinghouse's 12 June 2020 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the Parkwood Subdivision Project, located in Stanislaus County.

B-1

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

B-2

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by the State Water Resources Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases, the United States Environmental

KARL E. LONGLEY SCD, P.E., CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

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Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues. For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:
http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/

B-2
cont'd

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Implementation Policy is available on page 74 at:

https://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr_2018_05.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

B-3

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

B-4

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Phase I and II Municipal Separate Storm Sewer System (MS4) Permits¹

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

B-5

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 2014-0057-DWQ. For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml

B-6

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACE). If a Section 404 permit is required by the USACE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements. If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACE at (916) 557-5250.

B-7

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic

B-8

¹ Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

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General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications. For more information on the Water Quality Certification, visit the Central Valley Water Board website at:

https://www.waterboards.ca.gov/centralvalley/water_issues/water_quality/certification/

B-8
cont'd

Waste Discharge Requirements – Discharges to Waters of the State

If USACE determines that only non-jurisdictional waters of the State (i.e., “non-federal” waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation. For more information on the Waste Discharges to Surface Water NPDES Program and WDR processes, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/water_issues/waste_to_surface_water/

B-9

Projects involving excavation or fill activities impacting less than 0.2 acre or 400 linear feet of non-jurisdictional waters of the state and projects involving dredging activities impacting less than 50 cubic yards of non-jurisdictional waters of the state may be eligible for coverage under the State Water Resources Control Board Water Quality Order No. 2004-0004-DWQ (General Order 2004-0004). For more information on the General Order 2004-0004, visit the State Water Resources Control Board website at:

https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Threat General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Threat Waiver) R5-2018-0085. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

B-10

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

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For more information regarding the Low Threat Waiver and the application process, visit the Central Valley Water Board website at:

https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2018-0085.pdf

B-10
cont'd

Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Limited Threat Discharges to Surface Water* (Limited Threat General Order). A complete Notice of Intent must be submitted to the Central Valley Water Board to obtain coverage under the Limited Threat General Order. For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:

https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2016-0076-01.pdf

B-11

If you have questions regarding these comments, please contact me at (916) 464-4856 or Nicholas.White@waterboards.ca.gov.

B-12



Nicholas White
Water Resource Control Engineer

cc: State Clearinghouse unit, Governor's Office of Planning and Research,
Sacramento

Response to Letter B: Nicholas White, Central Valley Regional Water Quality Control Board

Response B-1: This comment is noted. This comment serves as an introduction to the letter and does not warrant a response. No further response is necessary.

Response B-2: The commenter provides background information regarding the responsibilities of the Central Valley Regional Water Quality Control Board (RWQCB). This information further elaborates on regulatory setting information provided in the Initial Study. The City of Hughson, including the proposed project site, is located in the Turlock Groundwater Basin. The project site is located within the Water Quality Control Plan for the Sacramento-San Joaquin River Basins (Basin Plan) area. This comment is noted. No further response is necessary.

Response B-3: The commenter provides information regarding “Antidegradation Considerations,” including the Basin Plan’s policy and analysis requirements for National Pollutant Discharge Elimination System (NPDES) and Waste Discharge Requirement (WDR) permitting. Project impacts to groundwater and surface water quality are addressed in Section X, Hydrology and Water Quality, of the IS/MND. Impacts were determined to be less than significant with implementation of Mitigation Measure GEO-2 (preparation of a Storm Water Pollution Prevention Plan [SWPPP]). The IS/MND adequately analyzes the potential impacts to groundwater and surface water quality.

Response B-4: The commenter identifies construction storm water permit requirements for projects that disturb one or more acres of soil or are part of a larger plan that in total disturbs one or more acres of soil. As described on page 68 of Section VII, Geology and Soils, of the IS/MND, without implementation of appropriate Best Management Practices (BMPs) related to prevention of soil erosion during construction, development of the project would result in a potentially significant impact with respect to soil erosion. Mitigation Measure GEO-2 requires preparation of a SWPPP. The SWPPP will include project specific best management measures that are designed to control drainage and erosion. Furthermore, proposed project will include detailed project specific drainage plan that control storm water runoff and erosion, both during and after construction. The SWPPP and the project specific drainage plan would reduce the potential for erosion. Mitigation Measure GEO-2 of the IS/MND requires the applicant to prepare a SWPPP and implement BMPs. The IS/MND adequately reflects the information provided in the comment.

Response B-5: The commenter discusses Best Management Practices and municipal separate storm sewer system (MS4) requirements for storm drainage systems. The City of Hughson is classified as a Phase II city by the State Water Resources Control Board. As such, the City, and consequently new development, is required to comply with the State Board’s storm water NPDES permit for Phase II cities. This

comment does not warrant any modifications to the IS/MND. No further response is necessary.

Response B-6: The commenter discusses Industrial Storm Water General Permit requirements. The proposed project does not include industrial uses. This comment does not warrant any modifications to the IS/MND. No further response is necessary.

Response B-7: The commenter indicates that a Section 404 permit from the U.S. Army Corps of Engineers would be required for activities involving a discharge to waters of the U.S. Section IV, Biological Resources, of the IS/MND analyzes potential impacts to water of the U.S. as a result of project development. As discussed on page 52 of the IS/MND, the project site does not contain protected wetlands or other jurisdictional areas and there is no need for permitting associated with the federal or State Clean Water Acts. The Turlock Irrigation District canal along the northern site boundary is a man-made facility with the sole purpose of agricultural irrigation. These ditches are exempt from permitting. This comment does not warrant any modifications to the IS/MND. No further response is necessary.

Response B-8: The commenter indicates that a Section 401 Water Quality Certification from the State Board would be required for activities that require a Section 404 permit or other federal permits. As noted in Response B-7 above, the project site does not contain protected wetlands or other jurisdictional areas and there is no need for permitting associated with the federal or State Clean Water Acts. This comment does not warrant any modifications to the IS/MND. No further response is necessary.

Response B-9: The commenter indicates that a Waste Discharge Requirement is required if there are State waters that require discharge or dredging. As noted in Responses B-7 and B-8, the project site does not contain protected wetlands or other jurisdictional areas. This comment does not warrant any modifications to the IS/MND. No further response is necessary.

Response B-10: The commenter indicates that if the proposed project includes construction dewatering, the proposed project will require coverage under a NPDES permit. Dewatering is not anticipated to be required during construction of the proposed project, however, should groundwater be encountered during construction and dewatering become necessary, the applicant would be required to seek the proper NPDES permit for dewatering activities.

Response B-11: The commenter indicates that if the proposed project includes construction dewatering, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering is not anticipated to be required during construction of the proposed project, however, should groundwater be encountered during construction and dewatering become necessary, the applicant would be required to seek the proper NPDES permit for dewatering activities.

Response B-12: This comment is noted. This comment serves as a conclusion to the letter and does not warrant a response. No further response is necessary.

Subject: Responses to Comments and Errata for the Parkwood Subdivision Project IS/MND
Date: July 17, 2020

From: Gina Oltman <ginaoxyz@gmail.com<<mailto:ginaoxyz@gmail.com>>>
Sent: Saturday, June 27, 2020 8:07 AM
To: Lea Simvoulakis <lsimvoulakis@hughson.org<<mailto:lsimvoulakis@hughson.org>>>
Subject: Dog Park in Proposed Development?

Hi, Lea:

In a previous email, you mentioned that you advised the developer of the subdivision proposed for the southeast corner of Hatch and Santa Fe to include a dog park. I was reading the initial study and mitigated neg dec report on the project, and it does not include a dog park. (See quoted text below.) Is a dog park going to be included? The report does not appear to be a draft.

Please let me know what the plan is. From talking to Natalie Mendoza (intern), it sounds like the city's survey a couple of months ago showed significant support for a dog park, so it seems like that would be a good thing to actively pursue for the community.

From the report:

"The project includes two common space areas totaling 6.14 acres: one in the eastern portion of the subdivision, and one in the western portion of the subdivision. The eastern park area will include street, signature, accent, and shade trees, a neighborhood connecting path, children's play equipment, turn mounding and seat walls, terraced grass seating with barbecue tables, and open turf social space. The western park area will include street, accent, and shade trees, a neighborhood connecting path, children's playground equipment, a tennis court, a basketball court, a pickleball court, a gazebo, and open turf social space."

Best,
Gina

Sent from Mail<<https://go.microsoft.com/fwlink/?LinkId=550986>> for Windows 10

C-1

Response to Letter C: Gina Oltman, Resident of Hughson

Response C-1: The commenter questions whether a dog park is included in the proposed project, and notes that a city survey showed significant support for a dog park. The commenter also correctly quotes page 4 of the IS/MND, which discusses the proposed park facilities.

This comment is noted and has been forwarded to the decision-makers for their consideration. The project applicant agrees that a dog park can be an excellent community asset as it provides an avenue for increased social interactions among City residents and presents opportunities for community members to build relationships with their neighbors. Generally, dog parks provide a dedicated space to run free and easily socialize with other dogs in-lieu of open space recreation areas that typically have strict leash-only laws. The latest update to the proposed project site plan incorporates a dog park facility within the main park area. The area designated for a dog park is of such a size that it could accommodate a separate play area for both large and small dogs, should the City desire this type facility. Final design of the dog park, including the types of amenities for both the dogs and their owners, will be subject to review and approval of the City's Community Development Director and/or the City's Planning Commission.

From: Scott Berner <sberner@hughsonfire.com>
Sent: Tuesday, July 14, 2020 1:44 PM
To: Lea Simvoulakis <lsimvoulakis@hughson.org>
Cc: Randall Kelley <rkelley@hughsonfire.com>
Subject: Parkwood Subdivision

Hi Lea,

Thank you for taking the time to meet with Randall and I this morning. We appreciate you explaining in further details of what was outlined and by whom in the "Initial Study" under the Fire Protection section. | D-1

As mentioned, one of our key concerns about this project would be making sure the we have proper enough access for the fire apparatus to navigate the streets with or without parked vehicles. We are concerned also about the design of some of these homes that share a common driveway. Not only does it present a challenge from an access standpoint, but the additional expose it presents to the residents neighbor should there be a fire in one of the residents. | D-2

Also, as we read thru the Initial Study, we found a lot of the verbiage incorrect, and some of it came across as others were speaking on our behalf. I will try to be more specific. | D-3

- In paragraph 2 on page 122, it references that if the Hughson Fire Protection District (HFPD) were not available to respond to a calls, another agency would respond. Yes, we do have mutual aid agreements where is we assist other departments as they assist us as well on call where additional resources are required. However, in the years I have been on the department, I don't recall a time we were "not available to respond" to a call. | D-4

- It is referenced a few times that the Stanislaus Consolidated Fire Protection Districts (SCFPD) cooperates with the City. This is not a correct statement, the SCFPD is a district similar to HFPD that provides emergency services to the Empire, Southwest Modesto, Waterford and Riverbank communities. It would be the Stanislaus County Fire Warden office in conjunction with the HFPD that should be working with the City as it relates to fire prevention and various code requirements, water supply and street widths etc. | D-5

- Paragraph 4 references that this project "would place additional demands for fire service on the HFPD. What is the definition of the "additional demands" and who is making that decision? | D-6

- Paragraph 4 talks about the City of Hughson General Plan that would allow for the HFPD to continue providing adequate facilities and staffing levels. What are these specific plans? It is also our understanding that those plans are 15 years old? | D-7

- In the last paragraph of page 123, there is a lot of reference to how this project should have "less than significant" impact on the HFPD and no need to physically or alter fire facilities, and that property tax revenues would fund capital and labor cost associated with fire protection services. What and who defines "less than significant" The concern is with this is who has made this determination in this report on our behalf. | D-8

Our goal is to provide a supportive roll in the community for emergency services and fire suppression services, but it is imperative that we take a stronger roll and participation in the ability to communicate directly the impact that future growth and development of the City of Hughson would have on the HFPD. | D-9

Thank you again for your time.

Scott

Scott Berner
Fire Chief
Hughson Fire Protection District
Office (209) 883-2863
Cell (209) 541-8657
sberner@hughsonfire.com

Response to Letter D: Scott Berner, Hughson Fire Protection District

Response D-1: This comment is noted. This comment serves as an introduction to the letter. This comment letter has been forwarded to the decision-makers for their consideration. No further response is necessary.

Response D-2: The commenter notes that one of the key concerns about the project is making sure the Hughson Fire Protection District (HFPD) has enough access for the fire apparatus to navigate the streets with or without parked vehicles. The commenter also expresses concerns about the design of some of these homes that share a common driveway. The commenter states that “not only does it present a challenge from an access standpoint, but the additional expose it presents to the residents neighbor should there be a fire in one of the residents.”

This comment is noted. Impacts associated with emergency vehicle access are discussed on pages 82, 83, 141, and 142 of the IS/MND. As discussed on page 83, all major roads in Stanislaus County are available for evacuation, depending on the location and type of emergency that arises. The main evacuation routes according to the Stanislaus County Emergency Operations Plan are State Route (SR) 99 and 132. These roadways are capable of handling heavy truck traffic, as well as traffic from passenger vehicles and would be a primary route for evacuations. The proposed project does not include any actions that would impair or physically interfere with any of Stanislaus County’s emergency plans or evacuation routes. Future uses on the project site will have access to the County resources that establish protocols for safe use, handling and transport of hazardous materials. Construction activities are not expected to result in any unknown significant road closures, traffic detours, or congestion that could hinder the emergency vehicle access or evacuation in the event of an emergency.

Additionally, as discussed on pages 141 and 142, no site circulation or access issues have been identified that would cause a traffic safety problem/hazard or any unusual traffic congestion or delay. All emergency vehicles arriving to and from the proposed project would be able to enter via Santa Fe Avenue, Flora Vista Drive or Estancia Drive. All accesses would be designed to City standards that accommodate turning requirements for fire trucks. These multiple entry/exit points provide flexibility for emergency vehicles to access or evacuate from multiple directions during an emergency. There are no safety, capacity, or sight distance issues identified with the project site plan.

Further, as noted on page 122 of the IS/MND, prior to project approval, the Stanislaus Fire Protection District reviews plans for new development to assess design issues, such as the provision of adequate water supply systems, compliance with minimum street widths, and hydrant locations and distances. This plan review process would ensure adequate on-site and adjacent emergency access.

Response D-3: The commenter notes that a lot of the verbiage in the IS/MND is incorrect, and introduces a list of specific concerns. See Responses D-4 through D-8, which address each of the listed concerns.

Response D-4: The commenter notes that the IS/MND “references that if the [HFPD] were not available to respond to calls, another agency would respond. Yes, we do have mutual aid agreements where we assist other departments as they assist us as well on call where additional resources are required. However, in the years I have been on the department, I don’t recall a time we were ‘not available to respond’ to a call.”

This comment is noted. The commenter has adequately described the mutual aid agreements in the project area. As noted on page 122, while the HFPD provides primary fire protection to the community, it also has a mutual aid agreement with most of the other fire protection service providers in Stanislaus County. As a result, if the HFPD is not available to answer a call in the city, another fire department or district will respond to the call. The text in question is intended to convey that, *if* (emphasis added) the HFPD is responding to a call, then other departments could assist *if* (emphasis added) one or more subsequent calls warranted fire response.

Response D-5: The commenter notes that the IS/MND makes an incorrect statement regarding the Stanislaus Consolidated Fire Protection District (SCFPD) cooperation with the City. The commenter further notes that “the SCFPD is a district similar to HFPD that provides emergency services to the Empire, Southwest Modesto, Waterford and Riverbank communities. It would be the Stanislaus County Fire Warden office in conjunction with the HFPD that should be working with the City as it relates to fire prevention and various code requirements, water supply and street widths etc.”

This comment is noted. As noted on page 122 of the IS/MND, the HFPD provides primary fire protection to the community. The IS/MND further states that the SCFPD cooperates with the City to reduce the risk of fires in the area. Because this comment does not address the adequacy of the IS/MND, no further response is warranted.

Response D-6: The commenter cites various discussions in the IS/MND pertaining to fire demand and notes that the project “would place additional demands for fire service on the HFPD. The commenter questions what the definition of “additional demands” is, and who makes that decision.

This comment is noted. As stated on page 122 of the IS/MND, the proposed project would add 299 residential units, which is anticipated to add 1,034 people to the City of Hughson. The additional of 1,034 people in the City of Hughson would place additional demands for fire service on the HFPD. The residents of the proposed project may require services from the HFPD over the lifetime of the

project. As such, this is considered an “additional demand” on the HFPD. The decision of “additional demand” is not made by a single person, entity, agency, etc. Instead, the additional demand has been qualified by the analysis included in the IS/MND.

Response D-7: The commenter states that the IS/MND notes that the City of Hughson General Plan would allow for the HFPD to continue providing adequate facilities and staffing levels. The commenter further questions what those specific plans are, and notes that the plans are believed to be 15 years old.

This comment is noted. As discussed on pages 122 and 123, the City of Hughson General Plan includes policies and actions that would allow for the District to continue providing adequate facilities and staffing levels. For example, Policies PSF-2.1 and PSF-2.2, and Action PSF-2.1, address continued cooperation between the City and the Hughson Fire Protection District to provide adequate fire protection service to the community and explore methods to improve the level of service provided. The City would also continue to support the existing mutual aid agreements (Policy PSF-2.3). To reduce the overall need for fire protection, the City would enforce all relevant fire codes and ordinances (Policy PSF-2.4), require all new development to use fire-safe building materials and early warning systems, install sufficient water supply systems (Policy PSF-2.5), and encourage the installation of sprinkler systems (Policy PSF-2.6). The City would also forward new development applications to the Hughson Fire Protection District and Stanislaus County Fire Protection District for their review (Action PSF-2.2).

The commenter is correct that the City’s General Plan is 15 years old. However, these policies and actions are intended to provide long term strategies that would allow for the District to continue providing adequate facilities and staffing levels over the lifetime of the City’s General Plan document. No further response is warranted.

Response D-8: The commenter notes that the project would have a “less than significant” impact on the HFPD, no need for new fire facilities would be required, and the property tax revenues would fund capital and labor cost associated with fire protection services. The comment also questions what and who defines “less than significant”, and expresses a concern with who has made this determination on the HFPD’s behalf.

This comment is noted. The evaluation instructions and significance determinations used throughout the IS/MND are included on pages 20 and 21 of the IS/MND. As shown, once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. The “less than significant” impact determination is defined as: “A less than significant impact is one which is deemed to have little or no adverse effect

on the environment. Mitigation measures are, therefore, not necessary, although they may be recommended to further reduce a minor impact.” Similar to what is noted above in Response D-6, the determination of whether impacts related to fire protection services would be “less than significant” is not made by a single person, entity, agency, etc. Instead, the significance determination has been qualified by the analysis included in the IS/MND.

Response D-9: This comment is noted. This comment serves as a conclusion to the letter and does not warrant a response. No further response is necessary.

From: Brenda Smith <bsmith@hughsonschools.org>
Sent: Tuesday, July 14, 2020 2:43 PM
To: Lea Simvoulakis <lsimvoulakis@hughson.org>
Subject: Re: School enrollment

Ms. Simvoulakis and the City Council,

Thank you for letting me review the plan for the potential new subdivision located at Hatch and Santa Fe. In the section on schools, it was stated:

The Hughson Unified School District (HUSD) provides kindergarten through 12th grade education for students living in Hughson and the surrounding unincorporated areas. All of the HUSD's six schools are located within Hughson, including:

- **Hughson Elementary School (pre-kindergarten through 3rd grade) – 583 students during 2015/2016**
 - **Fox Road Elementary School (4th and 5th grades) – 304 students during 2015/2016**
 - **Emilie J. Ross Middle School (6th through 8th grades) – 482 students during 2015/2016**
 - **Hughson High School (9th through 12th grades) – 712 students during 2015/2016**
 - **Billy Joe Dickens Continuation (alternative education) – 29 students during 2015/2016**
 - **Valley Community Day School (8th through 12th grades) – 9 students during 2015/2016**
- As shown above, the schools in the City had a total enrollment of approximately 2,119 students during the 2015/2016 school year.**

E-1

According to the City's General Plan EIR, one residential unit would generate an average of 0.7 students. This total is further broken down into 0.4 kindergarten through 5th grade students, 0.1 6th through 8th grade students, and 0.2 high school students per dwelling unit. Using these rates. The proposed 299 units would result in 119 kindergarten through 5th grade students, 29 6th through 8th grade students, and 59 high school students.

With these numbers, Hughson Unified School District would be impacted in regards to our facilities. We would need approximately four elementary classrooms, one middle school classroom, and two high school classrooms. In addition, we may have some issues with our cafeteria facilities at Hughson Elementary School. At this time, since we are on an uptick in enrollment, our campuses are full. This past summer we had to add a new portable to Fox Road Elementary and Ross Middle School. Further growth due to the subdivisions at Hatch and Euclid and then this proposed subdivision would necessitate us needing more classrooms.

E-2

Please let me know if you have any questions,
Brenda Smith
Superintendent
Hughson Unified School District

Response to Letter E: Brenda Smith, Hughson Unified School District

Response E-1: This comment is noted. This comment serves as an introduction to the letter. This comment summarizes a portion of the analysis pertaining to schools in the IS/MND. This comment letter has been forwarded to the decision-makers for their consideration. The commenter has correctly cited portions of the IS/MND, and no further response is warranted.

Response E-2: The commenter notes that the proposed project student generation would result in an impact to Hughson Unified School District (HUSD) facilities. The commenter notes that the HUSD “would need approximately four elementary classrooms, one middle school classroom, and two high school classrooms.” The commenter also notes that HUSD may have some issues with their cafeteria facilities at Hughson Elementary School. The comment notes that, since HUSD is on an uptick in enrollment, their campuses are full. The comment concludes that “This past summer we had to add a new portable to Fox Road Elementary and Ross Middle School. Further growth due to the subdivisions at Hatch and Euclid and then this proposed subdivision would necessitate us needing more classrooms.”

This comment is noted. As discussed on pages 124 and 125 of the IS/MND, the City’s General Plan includes policies and actions to work with HUSD to provide for adequate and well-designed public school facilities to meet future demand. As a result of General Plan Policies PSF-3.1 and PSF-3.2, the City would work with HUSD to ensure, to the extent allowed by law, that adequate school facilities are provided concurrently with new development. Hughson would also provide the District with the opportunity to review residential development proposals to assist the City in assessing the potential impacts on schools (Policy PSF-3.5). The location and design of future school sites is also addressed by Policy PSF-3.3 of the 2005 General Plan, which recommends that a school be centrally located to the student population it would serve. To maximize benefits, Policy PSF-3.4 encourages school sites to be integrated with parks to provide additional recreational opportunities for the community.

As discussed in page 5 and throughout the IS/MND, the project site is currently designated Low Density Residential (LDR) (approximately 19.28 acres), Medium Density Residential (MDR) (approximately 17.73 acres), and Service Commercial (SC) (approximately 19.00 acres) by the City’s General Plan land use map. As discussed on page 30 of the IS/MND, allowable densities in the MDR designation range from 5.1 to 14.0 dwelling units per gross acre. Allowable densities in the LDR designation range from 0.0 to 5.0 dwelling units per gross acre. A maximum allowed intensity of use for the SC designation is a FAR of 0.5. Therefore, using these allowable densities and intensities for the current land use designations for the site, the City’s General Plan anticipated up to 344 residential units (with an associated population of 1,190 persons) and 413,730 square feet of SC within the project area. As such, the proposed project includes fewer residential units than

were anticipated for the project site (in addition to the elimination of the up to 413,730 square feet of commercial uses that were anticipated for the project site) by the City's General Plan and associated EIR.

The planned growth associated with the proposed project is within the range of growth analyzed by the City's General Plan EIR. Existing capacity issues identified at the HUSD are not a result of the proposed project.

Public school facilities and services are partially supported through the assessment of development fees. The HUSD charges every new residential dwelling unit \$3.15 per square foot, and all new commercial development \$0.36 per square foot. HUSD is limited by State law as to how much it can collect from new development. Funding of school facilities has been impacted by the passing of Senate Bill 50, which limits the impact fees and site dedication that school districts can require of developers, to off-set the impact of new development on the school system.

The provisions of State law are considered full and complete mitigation for the purposes of analysis under CEQA for school construction needed to serve new development. In fact, State law expressly precludes the City from reaching a conclusion under CEQA that payment of the Leroy F. Greene School Facilities Act school impact fees would not completely mitigate new development impacts on school facilities. Consequently, the City of Hughson is without the legal authority under CEQA to impose any fee, condition, or other exaction on the project for the funding of new school construction other than the fees allowed by the Leroy F. Greene School Facilities Act. Although MUSD may collect higher fees than those imposed by the Leroy F. Greene School Facilities Act, no such fees are required to mitigate the impact under CEQA.

July 14, 2020

City of Hughson
Lea Simvoulakis
Community Development Director
7018 Pine Street
Hughson, Ca 95326

Dear Ms Simvoulakis,

After reading the initial study on the Parkwood Subdivision Project, I am vehemently opposed to this enormous development. The study was well written and professional but totally ignores the fact that this project will forever change the flavor and small community uniqueness of Hughson. The change of the General Plan to accommodate this largess should be rejected. This is supposedly a MDR/R-2 usage project but when you look at the proposed map of homes it is a very HDR usage. The developers are attempting to build as many homes as possible on small acreage. My further objections are as follows:

F-1

- We are losing more and more farmland to development and destruction of local species/habitat in the state, plus increasing the un-healthy air quality. pg. 24 & 29. Pg. 45-table 6, pg. 46-table 7

F-2

- Throughout the plan it is stated that there will be no significant impact on surrounding areas. However, there will be increased traffic in all our local roads which are mostly 2 lanes and we are way behind in improving our roads due to state funding. In addition, there is no proposed access onto Hatch road. This is a significant problem for fire/police to reach this subdivision. pg. 36 & 37, 127, 134.

F-3

- Our water quality has been an issue for several years as the arsenic and 1,2,3-TCP levels are higher than state standards. The city is working to address these levels but we are only able to perform these high cost repairs with matching state funds. The community has been very angry with the high cost, leading to significant increase in water rates. Knowing this, any impacts on water quality or future repairs the state requires will put the city reserve funds in jeopardy as any matching funds will not be forthcoming from the state d/t the enormous amount of deficits the state is experiencing. Pg. 84, 85. The 'less than significant impact' on pg. 145, 146 is laughable.

F-4

- Fire/Sheriff protections: As stated on pg.122, the addition of 1,034 people would place additional demands for fire/police services and EMT's. On going revenues that come from property taxes via the state will eventually be needed to fund fire/police services to maintain the required service ratios and response times. Again, the state is in such a financial deficit that those matching funds will not be forthcoming for these projects. This is very concerning as we have a significant retirement population who require a greater need for services. We will eventually require another sheriff deputy to patrol this new development. Pg. 122, 123, 124.

F-5

- Pg. 124, 125 addresses the impact of schools with this new project. The plan states there would be *less than significant impact*. Obviously, the planners did not interview any teachers/administrators for this submission. Our schools are significantly impacted and cannot provide extra or enrichment programs without on-going fundraisers conducted by the schools. Again, the burden falls to the parents to fund these in addition to increased property taxes just to try to maintain programs. Property taxes have never fully funded what schools require to function.

F-6

- Pg 157 addresses the Mandatory Findings of Significance. These findings only look at the physical aspects of the project which is of great impact to our little community. In addition, when you increase the population, significant commercial development follows. Our smallness and connectivity to each other need to be considered with this considerable development.

F-7

In conclusion, I foresee an irreparable change in the quality of life in Hughson with such a large, in my opinion, a very dense populated project. This is exactly why I moved here instead of Turlock; to live in a rural area with small population and no large commercial/strip mall shops. The flavor and uniqueness of our city will be vastly changed as people will eventually demand more commercial services and the cycle of more development continues. I am asking the City Council to please reject this project.

F-8

Sincerely,

Michael A. Mitchell
7415 Deforest Court
Hughson, Ca. 95326

Response to Letter F: Michael Mitchell, Resident of Hughson

Response F-1: This comment is noted. This comment serves as an introduction to the letter. This comment notes “the study was well written and professional but totally ignores the fact that this project will forever change the flavor and small community uniqueness of Hughson. The change of the General Plan to accommodate this largess should be rejected. This is supposedly a MDR/R-2 usage project but when you look at the proposed map of homes it is a very HDR usage. The developers are attempting to build as many homes as possible on small acreage.”

This comment letter has been forwarded to the decision-makers for their consideration.

As discussed in page 5 and throughout the IS/MND, the project site is currently designated Low Density Residential (LDR) (approximately 19.28 acres), Medium Density Residential (MDR) (approximately 17.73 acres), and Service Commercial (SC) (approximately 19.00 acres) by the City’s General Plan land use map. The proposed project would require a General Plan Amendment to change the LDR and SC land uses to MDR. Allowable densities in the MDR designation range from 5.1 to 14.0 dwelling units per gross acre. The maximum density may be increased by up to 25 percent under the Planned Development process, as part of legally-required affordable density bonuses. With 299 units on 56.04 acres, the proposed density would be 5.34 dwelling units per acre, which is within the allowed density range. The project is requesting a Conditional Use Permit for the proposed Planned Development overlay zone.

Additionally, as discussed on page 30 of the IS/MND, allowable densities in the MDR designation range from 5.1 to 14.0 dwelling units per gross acre. Allowable densities in the LDR designation range from 0.0 to 5.0 dwelling units per gross acre. A maximum allowed intensity of use for the SC designation is a FAR of 0.5. Therefore, using these allowable densities and intensities for the current land use designations for the site, the City’s General Plan anticipated up to 344 residential units (with an associated population of 1,190 persons) and 413,730 square feet of SC within the project area. As such, the proposed project includes fewer residential units than were anticipated for the project site (in addition to the elimination of the up to 413,730 square feet of commercial uses that were anticipated for the project site) by the City’s General Plan and associated EIR.

Response F-2: The commenter notes that the City is losing more and more farmland to development and destruction of local species/habitat, in addition to unhealthy air quality. This comment is noted. Impacts associated with loss of farmland, loss of species/habitat, and air quality are discussed in Section II, Agriculture and Forestry Resources, Section IV, Biological Resources, and Section III, Air Quality, of the IS/MND, respectively.

As discussed on page 24 of the IS/MND and as shown in Figure 7 of the IS/MND, the majority of the project site is designated Prime Farmland as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency. A portion of the site along the northern boundary is designated Urban and Built-Up Land. The proposed project would result in the conversion of this designated Prime Farmland land to a non-agricultural use.

As discussed on pages 44 through 52 of the IS/MND, impacts related to special-status species with a potential to exist in the project area were analyzed. Field surveys and habitat evaluations were performed in March 2019, which generally does not coincide with the special-status plant species blooming period; however, the site was essentially void of natural vegetation based on the orchard operations on the project site and there is no possibility for presence of these species. The project site provides limited habitat for special-status animal species. No special-status fish, amphibian, reptile, or mammal species are expected to be affected by the proposed project. While the project site contains very limited nesting habitat, there are powerlines and trees located in the region that represent potentially suitable nesting habitat for a variety of special-status birds. In addition, common raptors such as among others, may nest in or adjacent to the project site. Mitigation Measure BIO-1 requires measures to avoid or minimize impacts on Swainson's hawk, and Mitigation Measure BIO-2 requires and measures to avoid or minimize impacts on other protected bird species which may be found on-site.

As discussed on pages 30 through 42 of the IS/MND, all air quality-related impacts were determined to be less-than-significant or less-than-significant with implementation of the mitigation measures included in the IS/MND.

Response F-3: The commenter expresses concerns regarding increased traffic on local roads and lack of project access onto Hatch Road, which could result in problems for police or fire. This comment is noted. Impacts associated with traffic are discussed in Section XVII, Transportation, and impacts associated with emergency access are discussed on pages 82, 83, 141, and 142 of the IS/MND. The transportation analysis is based on the project-specific Traffic Impact Analysis that was completed for the project. As discussed on page 136, the addition of project trips will not result in any location carrying daily volumes in excess of the City of Hughson minimum level of service (LOS) D goal. The project will add traffic to the local streets south and east of the site. While not an adopted significance criterion, in comparison to the planning level daily volume thresholds typically employed by other communities, the project will not result in any local street carrying volumes that exceed an acceptable level. Additionally, while development of the project will increase the volume of traffic passing through study area intersections, resulting traffic conditions will not exceed the City's minimum LOS D standard. The same holds true during the cumulative traffic condition.

The commenter is correct that a project access on Hatch Road is not proposed. As discussed on page 83, all major roads in Stanislaus County are available for evacuation, depending on the location and type of emergency that arises. The main evacuation routes according to the Stanislaus County Emergency Operations Plan are State Route (SR) 99 and 132. These roadways are capable of handling heavy truck traffic, as well as traffic from passenger vehicles and would be a primary route for evacuations. The proposed project does not include any actions that would impair or physically interfere with any of Stanislaus County's emergency plans or evacuation routes. Future uses on the project site will have access to the County resources that establish protocols for safe use, handling and transport of hazardous materials. Construction activities are not expected to result in any unknown significant road closures, traffic detours, or congestion that could hinder the emergency vehicle access or evacuation in the event of an emergency.

Additionally, as discussed on pages 141 and 142, no site circulation or access issues have been identified that would cause a traffic safety problem/hazard or any unusual traffic congestion or delay. Signalization of the Santa Fe Avenue / Project Access intersection would alleviate delays in the Cumulative condition, and signalization could assist emergency vehicles in circulation in and around the project area. All emergency vehicles arriving to and from the proposed project would be able to enter via Santa Fe Avenue, Flora Vista Drive, Estancia Drive, or Hatch Road. All accesses would be designed to City standards that accommodate turning requirements for fire trucks. These multiple entry/exit points provide flexibility for emergency vehicles to access or evacuate from multiple directions during an emergency. There are no safety, capacity, or sight distance issues identified with the project site plan.

Response F-4: The commenter notes that water quality has been an issue for several years as the arsenic and 1,2,3-TCP levels are higher than state standards. The commenter further notes that “the city is working to address these levels but we are only able to perform these high cost repairs with matching state funds. The community has been very angry with the high cost, leading to significant increase in water rates. Knowing this, any impacts on water quality or future repairs the state requires will put the city reserve funds in jeopardy as any matching funds will not be forthcoming from the state d/t the enormous amount of deficits the state is experiencing.”

This comment is noted. The City's water quality issues are discussed in Section XIX, Utilities and Service Systems, of the IS/MND. As discussed on page 145, in 2017, the State of California adopted a new standard for a man-made contaminant called 1,2,3-TCP. As of this date, all of the City's wells are in violation of this new standard. The City plans to install treatment for 1,2,3-TCP removal and is actively working to identify funding to pay for these needed treatment facilities.

Additionally, as discussed on page 148, in 2017, the State Water Resource Control Board (SWRCB) Division of Drinking Water (DDW) adopted regulation for 1,2,3-trichloropropane (TCP), setting a maximum contaminant level (MCL) of 0.005 micrograms per liter (µg/L). In 2018, the City collected the first compliance samples for TCP from the active drinking water wells. TCP levels in all the active wells exceeded the MCL. A feasibility study was conducted to evaluate alternatives for TCP mitigation and is documented in the April 2018 *1,2,3-TCP Mitigation Feasibility Study*. Treatment with granular activated carbon (GAC) was determined to be the best solution to mitigate the 1,2,3-TCP contamination, and installation of GAC treatment systems for all the municipal supply wells is planned.

Specifically, the status of the City's wells are as follows:

- Wells 3, 4, and 8 are actively used for municipal supply. All three wells are in violation of 1,2,3-TCP;
- Well 8 is equipped with treatment and in compliance with arsenic standards;
- Well 4 is in violation of arsenic and requires treatment;
- Well 5 was removed from service, and its production capacity will be replaced by Well 10;
- Well 6 was converted to supply non-potable uses in 2013, due to elevated levels of arsenic and nitrate;
- Well 7 has been inactive since 2015, due to elevated levels of nitrate, and its production capacity will be replaced by Well 9.

The Well 7 Replacement Project is currently under construction and involves construction of Wells 9 and 10, installation of a treatment system for arsenic and manganese, and construction of a one-million-gallon water storage tank.

Currently the City has no source water production that meets state and federal water quality standards. Should the City successfully secure funding for 1,2,3-TCP treatment, Wells 3, 4, and 8 can be modified with treatment equipment to be in full compliance for 1,2,3-TCP. With completion of the Well 7 Replacement project in 2021, the City will have two (2) additional wells with treatment for long-term water supply. Since Well 4 requires treatment for arsenic, piping can be constructed to convey untreated water from Well 4 to the Well 7 Replacement facility for treatment.

Lastly, as discussed on page 152, the City of Hughson is actively working to address deficiencies in its water supply system. The City has lost three (3) of its seven (7) water supply wells to groundwater contaminants since 2013, and currently has no wells that meet all federal and state drinking water standards. Projects to address the water system deficiencies include:

- Construction of Well 8 Water Treatment Facility (2013);

- Conversion of Well 6 to a non-potable water supply (2016);
- Design and construction of the Well 7 Replacement Project (2018);
- Planned design and construction of GAC treatment facilities for treatment of 1,2,3-TCP contamination at Wells 3, 4 and 8;
- Planned construction of pipeline from Well 4 to Well 7 Replacement arsenic treatment facility.

The City's plan to address water quality issues is further discussed on pages 152 and 153 of the IS/MND.

The project applicant would be required to pay water system impact fees to the City totaling \$2,427,581. At buildout, the subdivision will contribute \$190,164 annually in water rates. These fees can be used to partially offset capital costs of the City's planned water system improvements and ongoing operation and maintenance of the water facilities.

Response F-5: The commenter restates portions of the IS/MND text on page 122 and notes that "the state is in such a financial deficit that those matching funds will not be forthcoming for these projects. This is very concerning as we have a significant retirement population who require a greater need for services. We will eventually require another sheriff deputy to patrol this new development."

This comment is noted. The state does not match property tax dollars as claimed in this portion of the comment. All property tax revenue that would be generated by this project remains within the county in which it is collected to be used exclusively by local governments.

Response F-6: The commenter notes that teachers/administrators were not interviewed, and schools are significantly impacted and cannot provide extra or enrichment programs without on-going fundraisers conducted by the schools. The commenter also states that the burden falls to the parents to fund these in addition to increased property taxes just to try to maintain programs. The commenter concludes that property taxes have never fully funded what schools require to function.

This comment is noted. This comment is noted. As discussed on pages 124 and 125 of the IS/MND, the City's General Plan includes policies and actions to work with the Hughson Unified School District (HUSD) to provide for adequate and well-designed public school facilities to meet future demand. As a result of General Plan Policies PSF-3.1 and PSF-3.2, the City would work with HUSD to ensure, to the extent allowed by law, that adequate school facilities are provided concurrently with new development. Hughson would also provide the District with the opportunity to review residential development proposals to assist the City in assessing the potential impacts on schools (Policy PSF-3.5). The location and design of future school sites is also addressed by Policy PSF-3.3 of the 2005 General Plan, which recommends that a school be centrally located to the student

population it would serve. To maximize benefits, Policy PSF-3.4 encourages school sites to be integrated with parks to provide additional recreational opportunities for the community.

As discussed in page 5 and throughout the IS/MND, the project site is currently designated Low Density Residential (LDR) (approximately 19.28 acres), Medium Density Residential (MDR) (approximately 17.73 acres), and Service Commercial (SC) (approximately 19.00 acres) by the City's General Plan land use map. As discussed on page 30 of the IS/MND, allowable densities in the MDR designation range from 5.1 to 14.0 dwelling units per gross acre. Allowable densities in the LDR designation range from 0.0 to 5.0 dwelling units per gross acre. A maximum allowed intensity of use for the SC designation is a FAR of 0.5. Therefore, using these allowable densities and intensities for the current land use designations for the site, the City's General Plan anticipated up to 344 residential units (with an associated population of 1,190 persons) and 413,730 square feet of SC within the project area. As such, the proposed project includes fewer residential units than were anticipated for the project site (in addition to the elimination of the up to 413,730 square feet of commercial uses that were anticipated for the project site) by the City's General Plan and associated EIR.

The planned growth associated with the proposed project is within the range of growth analyzed by the City's General Plan EIR. Existing capacity issues identified at the HUSD are not a result of the proposed project.

Public school facilities and services are partially supported through the assessment of development fees. The HUSD charges every new residential dwelling unit \$3.15 per square foot, and all new commercial development \$0.36 per square foot. HUSD is limited by State law as to how much it can collect from new development. Funding of school facilities has been impacted by the passing of Senate Bill 50, which limits the impact fees and site dedication that school districts can require of developers, to off-set the impact of new development on the school system.

The provisions of State law are considered full and complete mitigation for the purposes of analysis under CEQA for school construction needed to serve new development. In fact, State law expressly precludes the City from reaching a conclusion under CEQA that payment of the Leroy F. Greene School Facilities Act school impact fees would not completely mitigate new development impacts on school facilities. Consequently, the City of Hughson is without the legal authority under CEQA to impose any fee, condition, or other exaction on the project for the funding of new school construction other than the fees allowed by the Leroy F. Greene School Facilities Act. Although MUSD may collect higher fees than those imposed by the Leroy F. Greene School Facilities Act, no such fees are required to mitigate the impact under CEQA.

Response F-7: The commenter notes that the Mandatory Findings of Significance only look at physical aspects of the project which is of great impact to the community. The commenter further notes that “when you increase the population, significant commercial development follows. Our smallness and connectivity to each other need to be considered with this considerable development.”

This comment is noted. The Mandatory Findings of Significance generally analyzes impacts associated with the physical environment. This comment letter has been forwarded to the decision-makers for their consideration.

Response F-8: The commenter summarizes the concerns outlined in the body of the comment, and concludes that the City Council should reject the project. This comment is noted. This comment letter has been forwarded to the decision-makers for their consideration.

Subject: Responses to Comments and Errata for the Parkwood Subdivision Project IS/MND
Date: July 17, 2020

From: Robin MacDonald <rmacdca@gmail.com>
Sent: Friday, July 3, 2020 7:40 AM
To: Lea Simvoulakis <lsimvoulakis@hughson.org>
Subject: IS/MND

Good day Lea,

I hope all is well with you and yours.

Comment:

Suggest you post a public response from TID about the feasibility of a bridge over Ceres Main Lateral north of the planned Parkwood Subdivision, a bridge to ameliorate the significant traffic impact on our community.

G-1

Thanks for listening.

Robin MacDonald
Steeplechase Drive
Hughson

Response to Letter G: Robin MacDonald, Resident of Hughson

Response G-1: The commenter suggests that the City post a public response from the Turlock Irrigation District (TID) about the feasibility of a bridge over Ceres Main Lateral, located north of the project site. The commenter notes that a bridge could ameliorate the significant traffic impact on the community.

While this comment does not address the adequacy of the IS/MND, it is noted that traffic impacts are discussed in Section XVII, Transportation. The transportation analysis is based on the project-specific Traffic Impact Analysis that was completed for the project. As discussed on page 136, the addition of project trips will not result in any location carrying daily volumes in excess of the City of Hughson minimum level of service (LOS) D goal. The project will add traffic to the local streets south and east of the site. While not an adopted significance criterion, in comparison to the planning level daily volume thresholds typically employed by other communities, the project will not result in any local street carrying volumes that exceed an acceptable level. Additionally, while development of the project will increase the volume of traffic passing through study area intersections, resulting traffic conditions will not exceed the City's minimum LOS D standard. The same holds true during the cumulative traffic condition.

This comment is noted and has been forwarded to the decision-makers for their consideration.

Ashton Gose

From: susan tanis
Sent: Wednesday, July 22, 2020 10:02 AM
To: Ashton Gose
Subject: Subdivision

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Planning Commissioners and Council Members,

I, a Hughson resident strongly oppose the rezoning and approval of the Parkwood Subdivision project. The general plan that is currently approved better suits the needs of Hughson residents. Thank you planning commissioners, and city council members for hearing my voice.

Furthermore, I don't believe that this is the time to hold meetings and make changes to our town until it is ok to meet in person to hear all sides of any issue or development that the city is planning.

Sincerely,

Susan Tanis

Email addresses:

agose@hughson.org
 bevans@hughson.org
 jstrain@hughson.org
 amcfadon@hughson.org
 kcloherty@hughson.org
 bhenley@hughson.org
 gcarr@hughson.org
 hhill@hughson.org
 mbuck@hughson.org
 rbawanan@hughson.org

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Ashton Gose

From: Kerrie and Nathan Crain
Sent: Wednesday, July 22, 2020 11:30 AM
To: Ashton Gose; bevans@hughson.org; jstrain@hughson.org; amcfadon@hughson.org; kcloherty@hughson.org; bhenley@hughson.org; George Carr; Harold Hill; Michael Buck; Ramon Bawanan
Subject: Oppose Parkwood Subdivision
Follow Up Flag: Follow up
Flag Status: Flagged

Dear Planning Commissioners and Council Members,

I, a Hughson resident, strongly oppose the rezoning and approval of the Parkwood Subdivision project. The general plan that is currently approved better suits the needs of Hughson residents.

Thank you planning commissioners, and city council members for hearing my voice.

Kerrie Crain
8129 Alderson Road
Hughson, CA 95326
209.380.2445

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Ashton Gose

From: Sun Valley [mailto:sunvalley200@yahoo.com]
Sent: Wednesday, July 22, 2020 11:36 AM
To: Ashton Gose; bevans@hughson.org; jstrain@hughson.org; amcfadon@hughson.org; kcloherty@hughson.org; bhenley@hughson.org; George Carr; Harold Hill; Michael Buck; Ramon Bawanan
Subject: Oppose Parkwood Subdivision Project
Follow Up Flag: Follow up
Flag Status: Flagged

Dear Planning Commissioners and Council Members,

I, a Hughson resident, strongly oppose the rezoning and approval of the Parkwood Subdivision project. The general plan that is currently approved better suits the needs of Hughson residents. We are in desperate need of a grocery store which this is currently zoned for and would be the perfect location.

Thank you planning commissioners, and city council members for hearing my voice.

Katie Borrelli

8125 Alderson Rd.
Hughson, CA 95326
(209) 678-0548

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Ashton Gose

From: Kelly
Sent: Wednesday, July 22, 2020 1:04 PM
To: Ashton Gose
Subject: Oppose Parkwood

Dear Planning Commissioners and Council Members,

I am Hughson resident strongly oppose the rezoning and approval of the Parkwood Subdivision project. I currently live in Sterling Glen on Leaflet and this Subdivision would highly impact my home value and the safety of my children. We play everyday in the front yard which already has a high volume of traffic going home This would also impact our schools who already have no space and high ratios of students and staff. The general plan that is currently approved better suits the needs of Hughson residents.

Thank you planning commissioners, and city council members for hearing my voice.

Please forward to the planning commissioner and council members.

Thank you
Kelly Violette
6326 Leaflet Lane

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Ashton Gose

From: Jason Harcrow
Sent: Wednesday, July 22, 2020 5:49 PM
To: Ashton Gose
Subject: Parkwood Subdivision

Ms. Gose,

Please including this public comment in Public Hearing for the Parkwood Subdivision on August 18th, 2020.

Also, please forward my concerns to the planning commissioners personal emails.

Dear Planning Commissioners and Council Members,

I, a Hughson resident strongly oppose the rezoning and approval of the Parkwood Subdivision project. The general plan that is currently approved better suits the needs of Hughson residents. Thank you planning commissioners, and city council members for hearing my voice.

Thank you,
Jason Harcrow
Sent from my iPhone

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Ashton Gose

From: Samantha Brooks <sbrooks76@icloud.com>
Sent: Wednesday, July 22, 2020 7:38 PM
To: Ashton Gose
Subject: Parkwood Subdivision Rezoning

Dear Planning Commissioners and Council Members,

I, Samantha Brooks, a Hughson resident **strongly oppose** the rezoning and approval of the Parkwood Subdivision project. The general plan that is currently approved better suits the needs of Hughson residents. Thank you planning commissioners, and city council members for hearing my voice.

Please forward to planning commissioners personal emails and to be included for public comment on the Public Hearing of the Parkwood Subdivision)

Thank you
Samantha Brooks
4972 Walnut Rd
Hughson, CA

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From: s

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Ashton Gose

From: Lindsay Dickens
Sent: Wednesday, July 22, 2020 8:06 PM
To: Ashton Gose
Cc: George Carr; Harold Hill; Michael Buck; Ramon Bawanan
Subject: Park wood subdivision

Please including this public comment in Public Hearing for the Parkwood Subdivision on August 18th, 2020
Also, please forward my concerns to the planning commissioners personal emails.

Dear Planning Commissioners and Council Members,

I, a Hughson resident STRONGLY oppose the rezoning and approval of the Parkwood Subdivision project. The general plan that is currently approved better suits the needs of Hughson residents. I am a homeowner on Walnut Haven Drive and this proposed subdivision will put over 600 cars daily on our streets! The subdivision were never designed to take that kind of traffic flow. Our town needs a grocery store, not more homes! We are already maxed out in our schools and classrooms. Thank you planning commissioners, and city council members for hearing my voice.

Email addresses:

agose@hughson.org (to deliver to planning commissioners personal emails and to be included for public comment on the Public Hearing of the Parkwood Subdivision)

City Council Members:

gcarr@hughson.org

hhill@hughson.org

mbuck@hughson.org

rbawanan@hughson.org

Have a great day
Lindsay Dickens

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Ashton Gose

From: Bill Allen ·
Sent: Thursday, July 23, 2020 9:09 AM
To: Ashton Gose; Michael Buck; George Carr; Harold Hill; Ramon Bawanan
Subject: Opposed to Parkwood Sub Division

I am strongly opposed to the to the rezoning and planning of the Parkwood sub division. The current general plan better suits the need of the Hughson residents. Thank you for hearing my voice

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Ashton Gose

From: jenny foster
Sent: Thursday, July 23, 2020 10:45 AM
To: Ashton Gose
Subject: Public Hearing for the Parkwood Subdivision on August 18th, 2020

I have lived here in Hughson for 20 years. Moved here because of the small town feel. Also have in in this small town area for 48 years of my life. Really hate to see this area rezoned for MORE HOUSES. Isn't this town big enough.

Please including this public comment in Public Hearing for the Parkwood Subdivision on August 18th, 2020
Also, please forward my concerns to the planning commissioners personal emails.

Dear Planning Commissioners and Council Members,

I, a Hughson resident strongly oppose the rezoning and approval of the Parkwood Subdivision project. The general plan that is currently approved better suits the needs of Hughson residents. Thank you planning commissioners, and city council members for hearing my voice.

Thanks

Jenny Foster

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Ashton Gose

From: jessica thomas [mailto:jessicathomas@hughson.org]
Sent: Thursday, July 23, 2020 12:38 PM
To: Ashton Gose; George Carr; Harold Hill; Michael Buck; Ramon Bawanan
Subject: Parkwood

Dear Planning Commissioners and Council Members,

I, a Hughson homeowner strongly oppose the rezoning and approval of the parkwood subdivision project. This project would be directly in my backyard. It would have a dramatic impact on the safety and privacy of many homeowners and our children. Not to mention the value of our homes. Please we beg of you to take all of this into consideration as it would be detrimental to our small town. Thank you Planning Commissioners, and City council members for hearing our voices.

Jessica, Matt, Ryley, Kyle & Olivia Atkinson.

Our beloved home is at 6501 Narcisco way.

Sent from my iPhone

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Ashton Gose

From: Samantha Travao
Sent: Thursday, July 23, 2020 8:15 PM
To: Ashton Gose
Subject: Parkwood Subdivision

Please include this public comment in Public Hearing for the Parkwood Subdivision on August 18th, 2020
Also, please forward my concerns to the planning commissioners personal emails.

Dear Planning Commissioners and Council Members,

I, a Hughson resident, strongly oppose the rezoning and approval of the Parkwood Subdivision project. The general plan that is currently approved better suits the needs of Hughson residents. Thank you planning commissioners, and city council members for hearing my voice.

Email addresses:

agose@hughson.org (to deliver to planning commissioners personal emails and to be included for public comment on the Public Hearing of the Parkwood Subdivision)

City Council Members:

gcarr@hughson.org

hhill@hughson.org

mbuck@hughson.org

rbawanan@hughson.org

Respectfully,

Samantha Travao

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Ashton Gose

From: Michael Travao Jr
Sent: Thursday, July 23, 2020 8:33 PM
To: Ashton Gose
Subject: Parkwood Subdivision

Please include this public comment in Public Hearing for the Parkwood Subdivision on August 18th, 2020
Also, please forward my concerns to the planning commissioners personal emails.

Dear Planning Commissioners and Council Members,

I, a Hughson resident, strongly oppose the rezoning and approval of the Parkwood Subdivision project. The general plan that is currently approved better suits the needs of Hughson residents. Thank you planning commissioners, and city council members for hearing my voice.

Email addresses:

agose@hughson.org (to deliver to planning commissioners personal emails and to be included for public comment on the Public Hearing of the Parkwood Subdivision)

City Council Members:

gcarr@hughson.org

hhill@hughson.org

mbuck@hughson.org

rbawanan@hughson.org

Respectfully,

Michael Travao

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13

Ashton Gose

From: Samantha Brooks
Sent: Tuesday, August 11, 2020 7:19 AM
To: Ashton Gose
Subject: Against Parkwood Subdivision

Dear Hughson Planning Commissioners and City Council Members,

I am writing you this letter to bring attention to the major flaws in the proposed Parkwood Subdivision. In this letter, I will highlight the detriment of going against the 2005 General Plan by allowing the rezoning of this parcel. I will also address the traffic concerns that were not appropriately addressed in the traffic study, along with the impact to our schools.

2005 General Plan

General plan policy LU Dash 4.6 states the city will give priority to the location of a supermarket in the general downtown or general commercial parcel located between Santa Fe and Tully before considering alternative locations. The Planning Director will say that the downtown area is the prime location for this commercial grocery store. As we all know, getting a supermarket downtown is next to impossible. The space alone that it would take for the structure and parking lot would way surpasses any available space downtown. In saying that the general plan has already identified a second locations on Santa Fe to Tully. The current zoning supports this as the high traffic volume through the intersection of Hatch and Santa Fe creates enough support for a supermarket. This will benefit our city for years to come and keep the small town feel along Hughson Ave.

This proposed micro community contradicts what was laid out in the 2005 General Plan. According to Policy U-5.2 of the general plan it states neighborhoods should be designed with emphasis placed on high-quality construction innovative architecture to provide a sense of place and preserve the cities small-town character but offering a choice of residential densities and cost that meets the very needs of the residence. A micro community like the proposed Parkwood Subdivision does not preserve the cities small town character with its small street footprints it creates a crowded feeling similar to something you would experience in a Bay Area neighborhood- not HUGHSON. The general plan already outlines some of these higher densities like 2nd and Walker, Euclid Road north and south of Fox Road, 7th towards Santa Fe and some of our current zoning of the proposed Parkwood subdivision. If we honestly we look at Providence Place on Euclid although approved with the best intentions, driving through the narrow streets and houses are so close together it is almost claustrophobic. Getting a fire truck into this is next to impossible. Let this subdivision be an example of what not to do on such a large scale. Retaining the current zoning R-1, R-2 and general commercial can still achieve these objectives if done correctly.

Traffic

I would like to highlight some major traffic issues that were not addressed properly in the Parkwood traffic study. First off being a major collector road that would be eliminated from the 2005 General Plan. Major collector roads are public streets that accumulate traffic from local streets and minor collector roads for distribution to major thoroughfare. A major collector road may have commercial, residential, or have mixed uses abutting. By definition it provides residential access, as well as commercial access and in our case it could also have distribution to two arterials. Referring to General Plan C-1 the arterial roads identified in Hughson are Santa Fe. Ave, Hatch Road, Geer Road and Whitmore Ave. The Mountain View extension in our case here again is identified in the General Plan as a major collector road. This road can accomplish three things. First, it can give us commercial access. Second, it can give us residential access. Third, it can connect to two arterials. In the July, meeting KD Anderson said that the only reason for the Mountain View extension was to service commercial zoning. This is not written in the general plan. The general plan states in figure C-17 of The Circulation Plan it identifies a variety of road types. In Hughson all these roads currently exist except for one the Mountain View extension. In the general plan this road is mentioned to serve the purpose of relieving traffic on Santa Fe and Hatch Road. As I stated earlier by definition this road will work in three different ways successfully. In the general plan C-1.5 new development should be designed with a grid or modified grid pattern with a variety of block size and street length to facilitate traffic and to provide multiple connections to arterial streets. The Parkwood subdivision as it is currently designed does not follow the general plan for multiple arterial connectors. It is designed to

have two outlets to one arterial. Sterling Glen and neighboring subdivisions would have to bear that burden to provide access to a second arterial with no Mountain View extension.

Another issue that was not properly addressed was the traffic impact to local residents as it was gauged incorrectly, KD Anderson states on page 132 of the "Initial Study" of the Parkwood Subdivision that Hughson has not adopted guidelines for acceptable traffic volumes on local streets. They use the standard from other communities of 3,000 cars. Three thousand is 40% of our towns population driving by a residential house. This is what was used to come up with what is acceptable for our town. Would you like up to a 60% traffic increase in front of your house? There has also not been a traffic study done at our intersections approaching our schools. There is already extremely long lines at these intersections during drop off and pick up times. Additional growth in Hughson may warrant additional traffic studies.

School Impact

The letter from Brenda Smith, HUSD Superintendent dated July 14, 2020 in regards to the impact on the Hughson Unified School District is concerning. In the letter she states, "HUSD would be impacted in regards to facilitates. We would need approximately four elementary classrooms, one middle school classroom, and two high school classrooms. In addition, we may have some issues with our cafeteria facilities at Hughson Elementary School." To disregard the true reality of the max capacity at our schools would be in poor judgement. The General Plan PSF 3.1 PSF 3.2 calls for the city to work with Hughson Unified School District so that adequate school facilities are provided concurrently with new developments. It was implied during the July Planning Commission Meeting that it was on the schools to be able to provide adequate facilitates. This is statement goes against the General Plan. It is in the best interest of our children to work together to come up with a collaborative comprehensive plan that is in place before anymore developments are approved.

2

In conclusion, it is definitely not in the best interest of our small community to approve the rezoning of the proposed Parkwood Subdivision. It is clear with the issues noted above that this project would be a detriment to what our city was intended to be. Hughson residents are unlike any other. This parcel is truly the "Front Yard" of Hughson, whatever is placed here will make a statement about our community. What statement should we make? Please heed the concerns and hear our voices as many Hughson residents stand in opposition of this development.

Sincerely,

Samantha Brooks -Hughson Resident

Researched from Rich Torres Hughson Resident

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8/13/20

Dear Hughson Planning Commissioners and City Council Members,

I am writing you this letter to bring attention to the major flaws in the proposed Parkwood Subdivision. In this letter, I will highlight the detriment of going against the 2005 General Plan by allowing the rezoning of this parcel. I will also address the traffic concerns that were not appropriately addressed in the traffic study, along with the impact to our schools.

2005 General Plan

General plan policy LU- 4.6 states the city will give priority to the location of a supermarket in the general downtown or general commercial parcel located between Santa Fe Ave and Tully Road before considering alternative locations. The Planning Director will say that the downtown area is the prime location for this commercial grocery store. As we all know, getting a supermarket downtown is next to impossible. The space alone that it would take for the structure and parking lot would way surpasses any available space downtown. In saying that the general plan has already identified a second location on Santa Fe Ave. to Tully Rd. The current zoning supports this as the high traffic volume through the intersection of Hatch Road and Santa Fe Ave. creates enough support for a supermarket. This will benefit our city for years to come and keep the small town feel along Hughson Ave.

This proposed micro community contradicts what was laid out in the 2005 General Plan. According to Policy U-5.2 of the general plan, it states neighborhoods should be designed with emphasis placed on high-quality construction innovative architecture to provide a sense of place and preserve the cities small-town character but offering a choice of residential densities and cost that meets the very needs of the residence. A micro community like the proposed Parkwood Subdivision does not preserve the cities small town character with its small street footprints it creates a crowded feeling similar to something you would experience in a Bay Area neighborhood- not HUGHSON. The general plan already outlines some of these higher densities like 2nd and Walker, Euclid Road north and south of Fox Road, 7th towards Santa Fe and some of our current zoning of the proposed Parkwood subdivision. If we honestly look at Providence Place on Euclid although approved with the best intentions, driving through the narrow streets houses are so close together it is almost claustrophobic. Getting a fire truck into this is next to impossible. Let this subdivision be an example of what not to do on such a large scale. Retaining the current zoning R-1, R-2 and general commercial can still achieve these objectives if done correctly.

Traffic

I would like to highlight some major traffic issues that were not addressed properly in the Parkwood traffic study. First off being a major collector road that would be eliminated from the 2005 General Plan. Major collector roads are public streets that accumulate traffic from local streets and minor collector roads for distribution to major thoroughfare. A major collector road

may have commercial, residential, or have mixed uses abutting. By definition it provides residential access, as well as commercial access and in our case it could also have distribution to two arterials. Referring to General Plan C-1 the arterial roads identified in Hughson are Santa Fe Ave, Hatch Road, Geer Road and Whitmore Ave. The Mountain View extension in our case here again is identified in the General Plan as a major collector road. This road can accomplish three things. First, it can give us commercial access. Second, it can give us residential access. Third, it can connect to two arterials. In the July, meeting KD Anderson said that the only reason for the Mountain View extension was to service commercial zoning. This is not written in the general plan. The general plan states in figure C –17 of The Circulation Plan it identifies a variety of road types. In Hughson all these roads currently exist except for one the Mountain View extension. In the general plan this road is mentioned to serve the purpose of relieving traffic on Santa Fe Ave. and Hatch Road. As I stated earlier by definition this road will work in three different ways successfully. In the General Plan C-1.5 new development should be designed with a grid or modified grid pattern with a variety of block size and street length to facilitate traffic and to provide multiple connections to arterial streets. The Parkwood subdivision as it is currently designed does not follow the General Plan for multiple arterial connectors. It is designed to have two outlets to one arterial. Sterling Glen and neighboring subdivisions would have to bear that burden to provide access to a second arterial with no Mountain View extension.

Another issue that was not properly addressed was the traffic impact to local residents as it was gauged incorrectly, KD Anderson states on page 132 of the “Initial Study” of the Parkwood Subdivision that Hughson has not adopted guidelines for acceptable traffic volumes on local streets. They use the standard from other communities of 3,000 cars. Three thousand is 40% of our towns population driving by a residential house. This is what was used to come up with what is acceptable for our town. Would you like up to a 60% traffic increase in front of your house? There has also not been a traffic study done at our intersections approaching our schools. There is already extremely long lines at these intersections during drop off and pick up times. Additional growth in Hughson may warrant additional traffic studies.

School Impact

The letter from Brenda Smith, HUSD Superintendent dated July 14, 2020 in regards to the impact on the Hughson Unified School District is concerning. In the letter she states, “HUSD would be impacted in regards to facilitates. We would need approximately four elementary classrooms, one middle school classroom, and two high school classrooms. In addition, we may have some issues with our cafeteria facilities at Hughson Elementary School.” To disregard the true reality of the max capacity at our schools would be in poor judgement. The General Plan PSF 3.1 PSF 3.2 calls for the city to work with Hughson Unified School District so that adequate school facilities are provided concurrently with new developments. It was implied during the July Planning Commission Meeting that it was on the schools to be able to provide adequate facilitates. This is statement goes against the General Plan. It is in the best interest of our children to work together to come up with a collaborative comprehensive plan that is in place before anymore developments are approved.

In conclusion, it is definitely not in the best interest of our small community to approve the rezoning of the proposed Parkwood Subdivision. It is clear with the issues noted above that this project would be a detriment to what our city was intended to be. Hughson residents are unlike any other. This parcel is truly the "Front Yard" of Hughson, whatever is placed here will make a statement about our community. What statement should we make? Please heed the concerns and hear our voices as many Hughson residents stand in opposition of this development.

Sincerely,

Rich Torres
Hughson Resident

15

Ashton Gose

From: Ann Mora
Sent: Monday, August 17, 2020 1:42 PM
To: Ashton Gose
Subject: Concerns regarding new subdivision

To Whom it may concern,

Aug 17, 2020

I am writing regarding my concerns over the new proposed subdivision at Santa Fe and Hatch.

I live on Flora Vista and am very upset about the Sterling Glen entrance being one of three entrances going to that subdivision. I feel the traffic report is out dated. There needs to be a bridge built over the canal to Hatch road to the subdivision. I live on the corner and it is already so busy that it is hard to back out of my driveway. My son is an Architect and explained to me about the plan for the homes being built. That they share a main driveway, like seen in larger cities. This will increase our population to unsustainable numbers. Every family living in a home normally has 3-4 cars depending on the children's ages. This could mean an additional 1200 cars. I am also concerned with impacting our schools. Needing to build new ones at the tax payers cost. This is not a good idea for our city. I understand there are homes being built on Eulid and another proposed plan for more with the same main driveway concept. Please reconsider all of this. Sincerely, Ann Mora 1900 Flora Vista Dr.

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To: agose@hughson.org

Message Score: 10

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From: [REDACTED]

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Ashton Gose

16

From: Pablo Ocegueda · pcegueda@parker.com
Sent: Monday, August 17, 2020 3:06 PM
To: Ashton Gose
Subject: Proposed Parkwood Subdivision Concerns

To Whom It May Concern – My name is Pablo Ocegueda and I reside at 1707 Heartnut Way in Hughson. My family and I disagree with the proposed Parkwood Subdivision project and we would like our concerns to be added as a public comment in the public hearing for the proposed Parkwood Subdivision agenda item August 18, 2020.

- **Schools:** We believe our school district is at, or close to max capacity for the number of students we already have in our district. We do have a child attending Ross Middle School. One excellent example of capacity issues is the need to share certain facilities with the neighboring Fox Road School. We feel that a comprehensive plan should be established and implemented PRIOR to adding more homes to our community which will intern add more students and more traffic. Which leads us into our second concern:
- **Traffic:** Currently a large percentage of vehicles using Heartnut way do not reside in the Walnut Haven Subdivision. They are vehicles that are using Heartnut Way as a thoroughfare as access to Leaflet Lane to the Sterling Glenn Subdivision. With only one main entrance from a major road (Santa Fe Ave) to the proposed Parkwood Subdivision, the traffic through the Sterling Glenn subdivision will greatly increase and thus the traffic through the Walnut Haven subdivision will increase that much more. If the Parkwood Subdivision is going to be constructed there should be entrances from other major streets such as Hatch Road.

Thank you for your time!

Best Regards

Pablo Ocegueda

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Ashton Gose

17

From: Reclaimed Faith USA
Sent: Monday, August 17, 2020 5:48 PM
To: Ashton Gose
Subject: Against housing growth in Hughson

In regards to the proposed Parkwood development. Here is a letter from a Hughson resident who studied the general plan and how the proposed Parkwood subdivision is in conflict with said plan. I know not everyone will be in agreement but for those of you who want to write a letter against the the proposed Parkwood development here are some points to consider. We were told by the planning commission that we have can't just say we are against the development and that we have to have more specific reasons why we are against it. The next meeting is August 18th.

Dear Hughson Planning Commissioners and City Council Members,

I am writing you this letter to bring attention to the major flaws in the proposed Parkwood Subdivision. In this letter, I will highlight the detriment of going against the 2005 General Plan by allowing the rezoning of this parcel. I will also address the traffic concerns that were not appropriately addressed in the traffic study, along with the impact to our schools.

2005 General Plan

General plan policy LU Dash 4.6 states the city will give priority to the location of a supermarket in the general downtown or general commercial parcel located between Santa Fe and Tully before considering alternative locations. The Planning Director will say that the downtown area is the prime location for this commercial grocery store. As we all know, getting a supermarket downtown is next to impossible. The space alone that it would take for the structure and parking lot would way surpasses any available space downtown. In saying that the general plan has already identified a second locations on Santa Fe to Tully. The current zoning supports this as the high traffic volume through the intersection of Hatch and Santa Fe creates enough support for a supermarket. This will benefit our city for years to come and keep the small town feel along Hughson Ave.

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connect to two arterials. In the July, meeting KD Anderson said that the only reason for the Mountain View extension was to service commercial zoning. This is not written in the general plan. The general plan states in figure C –17 of The Circulation Plan it identifies a variety of road types. In Hughson all these roads currently exist except for one the Mountain View extension. In the general plan this road is mentioned to serve the purpose of relieving traffic on Santa Fe and Hatch Road. As I stated earlier by definition this road will work in three different ways successfully. In the general plan C-1.5 new development should be designed with a grid or modified grid pattern with a variety of block size and street length to facilitate traffic and to provide multiple connections to arterial streets. The Parkwood subdivision as it is currently designed does not follow the general plan for multiple arterial connectors. It is designed to have two outlets to one arterial. Sterling Glen and neighboring subdivisions would have to bear that burden to provide access to a second arterial with no Mountain View extension.

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School Impact

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In conclusion, it is definitely not in the best interest of our small community to approve the rezoning of the proposed Parkwood Subdivision. It is clear with the issues noted above that this project would be a detriment to what our city was intended to be. Hughson residents are unlike any other. This parcel is truly the “Front Yard” of Hughson, whatever is placed here will make a statement about our community. What statement should we make? Please heed the concerns and hear our voices as many Hughson residents stand in opposition of this development.

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18

Ashton Gose

From: Ignacio Ocegueda · igocgueda@sbglobal.net
Sent: Monday, August 17, 2020 5:56 PM
To: Ashton Gose
Subject: Parkwood

To Whom It May Concern – My name is Ignacio Ocegueda and I reside at 6508 fox rd in Hughson. My family and I disagree with the proposed Parkwood Subdivision project and we would like our concerns to be added as a public comment in the public hearing for the proposed Parkwood Subdivision agenda item.

- **Schools:** We believe our school district is at, or close to max capacity for the number of students we already have in our district. We do have two children attending Ross Middle School and one at the elementary . One excellent example of capacity issues is the need to share certain facilities with the neighboring Fox Road School. We feel that a comprehensive plan should be established and implemented PRIOR to adding more homes to our community which will intern add more students and more traffic. Which leads us into our second concern:
- **Traffic:** Currently a large percentage of vehicles using Heartnut way do not reside in the Walnut Haven Subdivision. They are vehicles that are using Heartnut Way as a thoroughfare as access to Leaflet Lane to the Sterling Glenn Subdivision. With only one main entrance from a major road (Santa Fe Ave) to the proposed Parkwood Subdivision, the traffic through the Sterling Glenn subdivision will greatly increase and thus the traffic through the Walnut Haven subdivision will increase that much more. If the Parkwood Subdivision is going to be constructed there should be entrances from other major streets such as Hatch Road.

Thank you for your time!

Best Regards

Ignacio ocegueda

Sent from my iPhone

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19

Ashton Gose

From: carlos munoz
Sent: Monday, August 17, 2020 6:53 PM
To: Ashton Gose
Subject: Opposed to Parkwood Subdivision

I would like to say as a homeowner in the close vicinity of this sub division that the impact of traffic will be significant on my street and there is no way that you have been able to account for the traffic of nearly 300 homes that are not here yet. You cannot foresee how many drivers this will bring or vehicles. The numbers you have are only speculations. I want to see that the BUILDER is solely responsible to put a bridge in to exit onto Hatch road. I do not want the city dollars used to build exits for a new subdivision. We have many other items at hand to spend money on. I do not want any of my tax dollars used to benefit a new subdivision now or later. This is the cities responsibility to see and handle right now. Also the impact this subdivision will have on our schools, and environment are great. With Covid in our laps we may need more class space just to accommodate the children we currently have, much less any additional. I would like to see where you intend to put more space to accommodate our current as well as approx. 300 new homeowners children (this not including the subdivision on Euclid.) I also believe just like everyone else you must hold off during this Covid situation to give the community the in person ability's to be heard. So many are not computer savvy and need to be given fair opportunity to be heard. If graduations can be postponed and jobs can be having to comply, so can the city meeting in regards to such a huge impact for all. If the builder is so wanting to be in our wonderful community they will for sure be understanding of our concerns. So I am stating NO to a subdivision that will not include an exit for vehicles to Hatch road. And Yes to holding off until there can be an in person meeting for ALL community residents to attend .

Thank you,
Michell Munoz

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20

Ashton Gose

From: Adriana Magana [mailto:amagana@yahoo.com]
Sent: Monday, August 17, 2020 10:14 PM
To: Ashton Gose
Subject: Concerns about Parkwood Subdivision

To who it may concern,

I am writing as a concern Hughson resident about the proposal of the Parkwood Subdivision. As a resident of Hughson for over a decade I am against the Parkwood Subdivision being in our small community because it can cause some issues to arise. I and many other residents are concern about how this will impact our children's schools. The Parkwood Subdivision could cause our schools to become overcrowded which will affect our children's quality of education. There is also the factor of the traffic it will create in our small community when dropping off and picking up children. Also the traffic that would be created in the main roads such as Santa Fe. It is uncertain how much disturbance the construction alone will create in our community. I enjoy being a resident in Hughson and am proud of it. The quality I love the most is how peaceful and close of a community we have I would not want it to change due to this subdivision being built.

- Hughson Resident

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To: agose@hughson.org

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21

Ashton Gose

From: Carina Zaragoza
Sent: Tuesday, August 18, 2020 9:39 AM
To: Ashton Gose
Subject: Proposed Parkwood Subdivision

To Whom it may concern,

My name is Carina Zaragoza and my house is on Heartnut Way in Hughson Ca. My family and I deeply disagree on the Parkwood Subdivision project and insist my concerns be added as a public comment in the public hearing for the Proposed Parkwood Subdivision agenda taking effect on August 18, 2020.

- **Traffic:** Currently a large percentage of vehicles using Heartnut way do not reside in the Walnut Haven Subdivision. They are vehicles that are using Heartnut Way as a thoroughfare as access to Leaflet Lane to the Sterling Glenn Subdivision. With only one main entrance from a major road (Santa Fe Ave) to the proposed Parkwood Subdivision, the traffic through the Sterling Glenn subdivision will greatly increase and thus the traffic through the Walnut Haven subdivision will increase that much more. If the Parkwood Subdivision is going to be constructed there should be entrances from other major streets such as Hatch Road.

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22

Ashton Gose

From: James Brad Becker
Sent: Tuesday, August 18, 2020 11:08 AM
To: Ashton Gose
Cc: Wendy Becker
Subject: Proposed Parkwood Subdivision

We are absolutely against another "orchard of homes". This city has gone from an awesome little farming community when I grew up in here in the 70's and 80's to an over populated mostly bedroom community that we residents have been tolerating up to this point. That the city is even considering another subdivision of homes without ANY REAL grocery shopping options in town is absolutely mind boggling! Answer this, where are you our decision makers shopping at? Do all of you buy your groceries at Dollar General or La Perla? My family and I vehemently oppose this proposed subdivision. PLEASE start concerning yourselves with the residents that live here now before ANYMORE residents are added as a result of MORE homes. At the very least any discussion about this needs to be shelved until after this Covid 19 pandemic is under control so a proper discussion can happen in an open forum with your residents. This decision is much too important to make in this manner.

Respectfully,
James "Brad" and Wendy Becker
6322 Leaflet Ln
Hughson, Ca 95326

209-846-1981

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To: agose@hughson.org

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23

Ashton Gose

From: Don Doerksen
Sent: Wednesday, August 12, 2020 4:54 PM
To: Ashton Gose
Subject: New subdivisions traffic

Sent from my iPhone I live at the corner of Flora Vista and Los Alamos. At any given time day or night there's usually a car running through there every two minutes, at first I heard that the new subdivision was going to have another access off of Hatch Road, now what I understand is that there is not going to be one. With only one exit to Santa Fe I'm thinking that most of those people will drive right straight to my intersection because of the fact that it is further away from Hatch Road and easier access because there won't be a line of traffic waiting to get across the light at Hatch and Santa Fe Which will put a major crunch on this intersection 300 more houses at least 600 cars and that's only a man and wife then when you're out a couple of kids or whoever else is staying with them then you up to 900 to 1200 cars and that's once a day. So didn't really move to Hughson a year ago to live in a big city or on a fast street, it's already fast enough Another big concern is the main street in Hughson where they were at proposals to build a big supermarket well built the big supermarket in here comes Taco Bell once you get a couple of those places gone it's just gonna be all about the housing and it will explode there is precious farmland around here and it would shame to ruin the sleepy little town The new subdivision with an exit on hatch and one exit in towards hatch would maybe funnel all the traffic down to Ceres where there is taco bells Walmart everything you could want I have to blow up on the town thank you

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24

Ashton Gose

From: Stoddard, Raymond
Sent: Tuesday, August 18, 2020 3:35 PM
To: Ashton Gose
Subject: Traffic / General Plan

I would like to address the Parkwood study. I live at 6612 Fox rd, for the past 8 years, right on the street headed to the park, baseball fields, football, down town, and the schools. Many of my neighbors that I originally knew on the street have moved. Not because of the wonderful small town or people, but the traffic going down Fox rd. It is at times a great race way too, for people to how fast they can cut the curve of the street. I have seen the study and find it very inaccurate. There needs to be a more thorough study done during peak hours of school, baseball season and /or football season.

Concern Citizen

Raymond Stoddard

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To: agose@hughson.org

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25



**BellaViva
Orchards®**

August 14, 2020

Hughson Planning Commission & City Council
PO Box 9
Hughson, CA 95326

Dear Hughson Planning Commission & City Council:

Unfortunately, I may not be able to attend the upcoming Public Meeting, but as the owner of Bella Viva Orchards, Inc., located in downtown Hughson, I would like to express my support for the Hughson Parkwood project, located near the intersection of Hatch Road and Santa Fe Avenue.

As you know, Hughson is an incredibly desirable place to live and own a business. The proposed addition of a high-quality development will serve as a benchmark to which future development proposals in the City will be measured against. In addition, the rezoning of a large commercially zoned property at Hatch Road and Santa Fe Avenue will benefit our downtown revitalization efforts by consolidating the City's commercial zoning to the Downtown core area. With good planning, well-conceived developments like the Parkwood project, Hughson can move forward, retain its small-town charm, boutique downtown and continue to be one of the most delightful cities in the Central Valley to live.

Thank you for working to make Hughson the jewel of Stanislaus County.

Sincerely,

Victor Martino, CFO
Bella Viva Orchards, Inc.

26

4:43



Done Planning Commission Membe...



Planning Commission Members:

I would like to ask that the Parkwood subdivision and the changing of the zoning be put on hold until the Corona Virus Pandemic is over! I feel that the project is being pushed through because the developer feels there is less resistance from the residents of Hughson with the pandemic still going on. People should be able to physically voice their opinions. Many citizens are not able to access the WebEx meetings.

I am not in favor of the proposed changes to the General Plan that was adopted in 2005. I feel that it was put into place and should not be changed. I feel that the traffic impact to the Sterling Glen subdivision and neighboring subdivisions has not been thought out and will cause serious traffic issues. Our schools are not prepared for the impact this development will have on them. Why don't we slow down and do what's right for the citizens of Hughson and not just to line the pockets of a few.

Thank you,

Gus Villarreal

6309 Los Alamos Court

Hughson, CA

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-55

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADOPTING A
MITIGATED NEGATIVE DECLARATION FOR THE PARKWOOD HUGHSON
DEVELOPMENT PROJECT, APNS 018-017-002, -010, - 014**

WHEREAS, Parkwood Hughson, LLC has made application for a General Plan Amendment, Rezone, Conditional Use Permit for a Planned Development Overlay, Vesting Tentative Subdivision Map, and Development Agreement on APNs 018-017-002, -010, and -014; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), an Initial Study/Mitigated Negative Declaration has been prepared; and

WHEREAS, there was a duly notices public hearing before the Hughson Planning Commission on July 21, 2020 which was continued to the August 18, 2020 Planning Commission meeting where the Planning Commission recommended to the City Council adoption of the Mitigated Negative Declaration; and

WHEREAS, subsequent to the duly noticed public hearing before the Hughson City Council held on September 14, 2020, the Hughson City Council finds, that the project is consistent with the intent of the General Plan adopted 2005.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson finds, acting as lead agency and using it independent judgment and analysis, based on the whole of the record before it, that there is no substantial evidence that the proposed project will have a significant effect on the environment, adopts a Mitigated Negative Declaration and Mitigation Monitoring Program for the above-referenced project.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 14th day of September, 2020 by the following roll call vote:

<
<
<

AYES: .

NOES: .

ABSTENTIONS: .

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-56**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADOPTING
GENERAL PLAN AMENDMENT NO. 2020-01 TO CHANGE THE LAND USE
DIAGRAM FROM LOW DENSITY RESIDENTIAL, MEDIUM DENSITY RESIDENTIAL,
AND SERVICE COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL FOR THE
PARKWOOD SUBDIVISION PROJECT (A 56.04-ACRE SITE)**

WHEREAS, Parkwood Hughson, LLC, Inc. made an application for a 299-unit subdivision which requires a General Plan Amendment; and

WHEREAS, the project applicant has requested that the General Plan be amended to change the land use designation of Stanislaus County Assessor Parcel Number 018-017-002, -010, -014 from Service Commercial and Low Density Residential to Medium Density Residential; and

WHEREAS, the Planning Commission held a duly noticed public hearing on July 21, 2020, which was continued until the August 18, 2020 Planning Commission meeting; and

WHEREAS, after consideration and evaluation of the record before them, including any and all comments received during the noticed public hearing, the Planning Commission recommended approval of the proposed General Plan Amendment to the City Council; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson finds that the General Plan Amendment for APNs 018-017-002, -010, -014 from Service Commercial and Low Density Residential to Medium Density Residential will be compatible with the objectives, policies, general land uses and programs specified in the General Plan and hereby approves the General Plan Amendment as stated in this paragraph.

PASSED AND ADOPTED by the City Council of the City of Hughson at the regularly scheduled meeting on this 14th day of September, 2020 by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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»
»

JERAMY YOUNG, Mayor,

ATTEST:

ASHTON GOSE, Deputy City Clerk

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-57

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
A CHANGE IN THE ZONING DISTRICT DESIGNATION FROM R-1 SINGLE FAMILY
RESIDENTIAL, R-2 MEDIUM DENSITY RESIDENTIAL, AND C-2 GENERAL
COMMERCIAL TO R-2 MEDIUM DENSITY RESIDENTIAL FOR THE PARKWOOD
SUBDIVISION PROJECT (A 56.04-ACRE SITE).**

WHEREAS, Parkwood Hughson, LLC has made application for a Vesting Tentative Subdivision Map, which requires a Zone Change; and

WHEREAS, the official zoning map of the City of Hughson, established by Municipal Code 17.08.020 is to be amended by rezoning the parcels designated 018-017-002, -010, -014 on the Assessor's Map of Stanislaus County from C-2 General Commercial and R-1 Low Density Residential to R-2 Medium Density Residential; and

WHEREAS, there was a duly noticed public hearing before the Hughson Planning Commission on July 21, 2020 where the Commission continued the item until the August 18, 2020 at which date the Planning Commission made the findings required by the Hughson Municipal Code and recommended to the City Council approval of the stated zone change; and

WHEREAS, the City Council, held a duly noticed public hearing on September 14, 2020 on the proposed rezoning.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson makes the following findings:

1. The action is consistent with the general plan or any applicable specific plan;
2. The action will not be detrimental to the public interest, health, safety, convenience, or welfare of the city; and
3. The site is suitable for the requested land uses, if applicable.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the City Council approves the proposed rezoning for the following parcels:

Assessor Parcel Number	Current Zoning	New/Approved Zoning
108-017-002		R-2 Medium Density Residential
108-017-010		R-2 Medium Density Residential

108-017-014

R-2 Medium Density
Residential

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 14th day of September, 2020 by the following roll call vote:

AYES: .

NOES: .

ABSTENTIONS: .

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-58

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
ADOPTING A VESTING TENTATIVE MAP FOR THE PARKWOOD
SUBDIVISION PROJECT, A 56.04-ACRE PROPERTY, SUBDIVIDING THE
SITE INTO 299 RESIDENTIAL LOTS AND 3 PARKS**

WHEREAS, Parkwood Hughson, LLC have made application for a vesting tentative subdivision map to subdivide an existing parcels into 299 lots for a residential subdivision; and

WHEREAS, the project has been analyzed for consistency with the City's Zoning and Subdivision Ordinance and found to be in substantial compliance subject to certain conditions of approval; and,

WHEREAS, public notice was duly provided in accordance with Subdivision Ordinance, Section 16.04.110; and,

WHEREAS, opportunity for public comment was provided to the Planning Commission at the July 21, 2020 meeting where the matter was continued to the next Planning Commission meeting; and,

WHEREAS, a second opportunity for public comment was provided to the Planning Commission at the continued August 18, 2020 meeting, and the Planning Commission recommends the City Council approve the vesting tentative map; and,

WHEREAS, opportunity for public comment as well as comments from interested agencies has been provided to the City Council at its September 14, 2020 meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson, based on all facts and findings before it and using its own independent judgment does hereby approve the Vesting Tentative Map No. 2020-01 with the attached Conditions of Approval.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting on this 14th day of September, 2020 by the following roll call vote:

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AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-59**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
A CONDITIONAL USE PERMIT TO ALLOW A PLANNED DEVELOPMENT
OVERLAY FOR THE PROPOSED PARKWOOD HUGHSON RESIDENTIAL
SUBDIVISION, APNS 018-017-002, -010, -014**

WHEREAS, the Applicant Parkwood Hughson, LLC submitted an application for a Conditional Use Permit to allow a Planned Development Overlay for a 299-unit subdivision located on a 56.04-acre site, APNs 018-017-002, -010, and -014, pursuant to Hughson Municipal Code (HMC) Section 17.02.028; and

WHEREAS, pursuant to Hughson Municipal Code section 17.02.028, a Planned Development Overlay is used to encourage a creative and more efficient approach to the use of land and to provide for greater flexibility in the design of integrated developments than otherwise possible through strict application of zoning regulations; and

WHEREAS, a Planned Development Overlay may be applied to parcels of land of any size in any zone that are found to be suitable for the proposed development; and

WHEREAS, the permitted uses of land shall be any use or combination of uses and densities shown on the approved development plan which are so arranged and designed to provide a development which is in conformity with the General Plan and which is consistent with the requirements of the HMC; and

WHEREAS, all uses shall conform to the area, heights, lot width and yard regulations required in the underlying zone except where the total development will be improved by a deviation from such regulations; and

WHEREAS, at the July 21, 2020 Planning Commission meeting the Planning Commission heard public comment on the item and then continued the item until the August 18, 2020 Planning Commission meeting where the Commission recommended to the City Council approval of the rezoning of the project site to the R-2 zone which will be the underlying zone for this Planned Development Overlay; and

WHEREAS, the development standards of the proposed development do not conform to all of the underlying development standards of the R-2 zoning district, but the Planning Commission was able to find that the total development would be improved by a deviation from such regulations because the proposed development:

1. Is providing larger and more desirable open space, other than that required for public facilities such as storm drain retention basins, and
2. The project will provide for a greater diversity of housing types including duplexes and multifamily residences; and

WHEREAS, notice of Public Hearing was posted in a newspaper of general circulation (Hughson Chronicle) per prescribed procedure—to solicit public input; and

WHEREAS, the Hughson City Council has determined that the use conforms to the requirements and the intent of the City's zoning code and General Plan and recommends approval of the Planned Development Overlay.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson, pursuant to HMC 17.02.028 does hereby approve the issuance of a Conditional Use Permit Application to allow a Planned Development Overlay for a 299-unit subdivision on a 56.04 acre lot in the R-2 Medium Density Residential Zone.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 14th day of September, 2020

AYES: .

NOES: .

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, City Clerk

**CITY OF HUGHSON
CITY COUNCIL
ORDINANCE NO. 2020-06**

**AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
HUGHSON ADOPTING THE DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF HUGHSON AND PARKWOOD HUGHSON, LLC**

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

WHEREAS, Parkwood Hughson, LLC hereinafter referred to as the "Developer", has applied for, and the City has approved, all necessary land use approvals, entitlements and allocations that will allow the development of a 299-unit subdivision at the corner of East Hatch Road and Santa Fe Avenue, without the need to obtain further discretionary approvals other than Design Review by the Planning Commission; and

WHEREAS, the City and Developer have negotiated a Development Agreement by and between the City of Hughson and Parkwood Hughson, LLC (hereinafter "Development Agreement"), a copy of which is attached as Attachment 1; and

WHEREAS, the City Planning Commission on August 18, 2020, determined that the provisions of the Development Agreement are consistent with the City's General Plan and all other applicable plans, policies, and regulations of the City; and

WHEREAS, a duly noticed public hearing was held before the City Council on September 14, 2020; and

WHEREAS, the Council City desires to approve the agreement and enact it as an uncodified ordinance and upon adoption authorize the City Manager to execute the Development Agreement.

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

Section 1. The Development Agreement attached as Attachment 1 and incorporated by this reference as though fully set forth herein is hereby enacted as an uncodified ordinance.

Section 2. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. If any provision of this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The city council hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portion thereof.

Section 4. This ordinance shall become effective thirty (30) days after its final passage.

Section 5. The City Clerk shall record a copy of the Development Agreement with the County Recorder no later than 10 days after the final passage of this Ordinance.

Section 6. Within fifteen (15) days after its final passage, the City Clerk shall cause this ordinance to be posted in full accordance with Section 36933 of the Government Code.

The foregoing ordinance was introduced and the title thereof read at the regular meeting of the City Council of the City of Hughson held on September 14, 2020, and by a unanimous vote of the council members present, further reading was waived.

On motion of XXXX, seconded by XXXX, the second reading of the foregoing ordinance was waived and this ordinance was duly passed by the City Council of the Hughson City Council at a regular meeting thereof held on XXXX XX, 2020 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

RECORDED AT THE REQUEST OF:

CITY MANAGER
CITY OF HUGHSON

WHEN RECORDED PLEASE RETURN TO:

CITY CLERK
CITY OF HUGHSON
P.O. BOX 9
Hughson, California 95326

Recording fees exempt (Gov. Code §§ 6103, 27383)

(Space above line for recorder's use only)

DEVELOPMENT AGREEMENT

BY AND AMONG

THE CITY OF HUGHSON

AND

PARKWOOD HUGHSON, LLC

(PARKWOOD SUBDIVISION)

**Adopted by City Council
Ordinance No. 2020-06
on _____, 2020**

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and among the City of Hughson, a California municipal corporation (“City”) and Parkwood Hughson, LLC referred to herein as the (“Developer.”) Developer and City may hereinafter be referred to individually as a “Party” and collectively as the “Parties.” There are no other parties to this Agreement.

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs of development, the Legislature of the State of California adopted the Development Agreement Statutes (Gov. Code § 65864 et seq.) which authorizes the City to enter into a development agreement with any person or entity having a legal or equitable interest in real property, to provide for the development of such property and establish certain development rights therein. The Parties acknowledge on their own behalf that each has: (i) negotiated the terms and conditions of this Agreement in good faith; (ii) extensively reviewed the terms and conditions of this Agreement; and (iii) found the terms and conditions of this Agreement to be fair, just and reasonable. Additionally, City acknowledges that this Agreement is consistent with City’s General Plan and that buildout of the Project, including the Infrastructure Improvements, in accordance with this Agreement, will provide substantial benefits to City furthering important public health, safety and welfare interests while eliminating uncertainty in planning, and facilitating progressive installation of necessary Infrastructure Improvements to serve the Project.

B. The Developer represents that, upon approval of this Agreement, the Developer owns legal title or an equitable interest (i.e., contractual acquisition right) to that certain real property located on the South Side of the TID Ceres main canal and borders Santa Fe Avenue on the West commonly known as APN’s 018-017-002, 010 and 014 consisting of approximately 56.03 gross acres, located in the County of Stanislaus, California, City of Hughson and more particularly described in the Legal Description and Reference Maps attached hereto in **Exhibit A-1** through **A-3** and incorporated herein (the “Real Property”) may be referred to as the “Subject Property.”

C. Development of the Project, as provided herein, will necessitate right-of-way land dedications and financing for the construction of certain public and private improvements, including water facilities, storm water drainage facilities, sanitary sewer facilities, roadway improvements, streetscape and sidewalk improvements and park improvements, all of which infrastructure improvements specific to the Subject Property are further described in the Conditions of Approval imposed by the City for the Project. Certain improvements will not only benefit the Project but will also benefit the City and Stanislaus County.

D. City recognizes that the success of the Project depends greatly upon the certainty of: (i) providing sufficient water and sewer capacity to serve the Project. (ii) issuance of building permits;(iii) the timing and issuance of Credits and Reimbursements for Infrastructure Improvements installed by Developer;

E. The City has established Development Impact Fees (DIF) for new development as set forth in Chapter 15 of the City of Hughson Municipal Code (HMC) which codifies the principle that new development should fund the cost of the capital improvements required to serve it.

F. In accordance with CEQA, City has determined the impacts of the Project were sufficiently analyzed and addressed in the Certified Mitigated Negative Declaration for the Parkwood Subdivision Project, and no further environmental review is required (CEQA Guidelines § 15162 & 15164). No further environmental documentation is anticipated through the buildout of the Project, as adopted herein, including any Subsequent Approvals that are consistent with the Approved Entitlements. Development of the Subject Property pursuant to the Project Approvals and as set forth in the Conditions of Approvals, will provide for orderly growth and development consistent with City's General Plan, and other applicable development policies and programs of City.

G. For the reasons recited herein, Developer and City have determined that the development of the Subject Property is a development project for which this Agreement is appropriate and that this Agreement:

(i) Will eliminate uncertainty in planning and provide for the orderly development of the Subject Property;

(ii) Will insure progressive installation of necessary Infrastructure Improvements, by Developer in accordance with the terms and conditions of the Approved Entitlements;

(iii) Will provide for public services appropriate to the development of the Subject Property;

(iv) Will insure attainment of the maximum effective utilization of resources within City with the consideration of economic impacts to its citizens; and

(v) Will achieve the goals and purpose of the project approvals, which provides that Project phasing shall remain flexible enough to respond to changing conditions during Project buildout.

H. In entering into this Agreement, the Parties acknowledge that this Agreement and the Project Approvals shall be the primary instrument whereby the timing, phasing, and construction of the entirety of the Infrastructure Improvements and all other terms and conditions pertinent thereto shall be set forth and agreed to by the Parties. In exchange for these benefits to City, together with the public benefits provided by the development of the Project pursuant to this Agreement and the Project Approvals, Developer desires to receive the vested right that it may proceed with development of the Project in accordance with Applicable Laws in effect as of the Approval Date, and the Project Approvals, including without limitation, the Approved Entitlements and Subsequent Approvals.

I. City acknowledges that development of the Subject Property is a large-scale

undertaking, involving major investments by Developer, with development occurring in various phases over several years. Developer is unwilling to incur the required investment in developing the Project, as hereinafter defined, without binding assurances from City of the continuity of vested rights to develop the Project in accordance with the project approvals, Applicable Laws (as defined in Section 5.01) in effect as of the Approval Date and Project Approvals, to proceed with the construction of the Infrastructure Improvements and any other improvements. City, in turn, cannot be assured of realizing the benefits of the Project without granting the binding assurances desired by Developer.

J. This Agreement sets forth provisions for Developer to construct certain Infrastructure Improvements, or portions thereof, in phases as driven by economic and market conditions. The Parties acknowledge that Developer shall not be required to initiate or complete development of any particular Infrastructure Improvement within any period of time except as necessary to serve that phase of the project, and as set forth in the project approvals. The Parties further acknowledge that certain Infrastructure Improvements will benefit the Project, as well as other City areas. As such, this Agreement is intended to grant Developer vested rights to develop the Project as set forth herein.

K. On _____, 2020 the Planning Commission of the City of Hughson, after giving notice pursuant to Government Code Sections 65867, 65090 and 65091, held a public hearing to consider this Agreement and provide recommendations to the City Council.

L. The City Council of the City of Hughson on _____, 2020, after providing public notice pursuant to Government Code Sections 65867, 65090 and 65091, held a public hearing on this Agreement and, following the duly noticed hearing, introduced Ordinance No. _____ to approve this Agreement.

M. On _____, 2020 the City Council conducted the second reading and adopted Ordinance No. _____, approving and authorizing the execution of the Agreement. The ordinance is effective on _____, 2020 (the "Approval Date"). In approving the Agreement, the City Council adopted findings that the provisions of this Agreement and the Project are consistent with the General Plan, the Parkwood Vesting Tentative Subdivision Map and all other applicable City policies and regulations, and that the requirements of CEQA have been satisfied. Ordinance No. _____ and related policies are attached to this Agreement as **Exhibit B**.

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

ARTICLE 1 DEFINITIONS

The following terms shall have the meanings set forth below for purposes of this Agreement:

1.01. "Agreement" means this Development Agreement by and between the City of Hughson, a California municipal corporation and the Parkwood Hughson, LLC.

1.02. “Applicable Law” shall mean the statutes, rules, ordinances and regulations referred to in Section 5.01 below and in effect on the Approval Date of this Agreement.

1.03. “Approval Date” means the legally effective date of City’s approval of this Agreement, which shall occur thirty (30) calendar days after the adoption of the second reading of Ordinance No _____, i.e., _____, 2020.

1.04. “Approved Entitlements” means those certain entitlements listed on **Exhibit C** attached hereto.

1.05. “Assignee” means any person, partnership, joint venture, firm, company, corporation or other business entity to which all or a portion of the Subject Property is sold, assigned, transferred, or conveyed, along with such rights, duties and obligations under this Agreement with respect to all or that portion of the Subject Property which is sold, assigned, transferred, ground leased or conveyed pursuant to an Assignment and Assumption Agreement, as provided in Section 3.03 herein. Notwithstanding the foregoing, through the Assignment and Assumption Agreement, Developer may reserve and retain certain rights and benefits contained in this Agreement or created as a result of this Agreement and may withhold the transfer of such rights to any Assignee pursuant to such agreement executed by the Assignee.

1.06. “Assignment and Assumption Agreement” means such agreement that Developer shall be required to enter into, in order to retain certain rights and benefits, and to partially allocate certain rights and benefits to an Assignee, as provided herein and as detailed in Section 3.03 and **Exhibit D** of this Agreement.

1.07. “City” means the City of Hughson, California.

1.08. “CEQA” means the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.) and the implementing CEQA Guidelines (14 Cal. Code Reg. § 15000 et seq.)

1.10. “Community Development Director” means the City’s Community Development Director, or the person the City Manager shall designate to act as such for purposes of this Agreement.

1.11. “Conditions of Approval” means all conditions of approval to the Approved Entitlements, which have been required by the City as a condition of regulatory approval of the Project, and which the affected Developer has reviewed and consented to, as set forth in **Exhibit E** attached hereto.

1.12. “Costs of the Infrastructure Improvements” means the right-of-way costs and eligible costs for construction, alteration, demolition and installation of the Infrastructure Improvements.

1.13. “Credits” means an entitlement to be excused from paying into City’s DIF program because Developer constructed certain Infrastructure Improvements instead of paying the DIF. The

amount of the Credit for construction of a DIF Infrastructure Improvement shall be equal to the amount identified in this Agreement for such Infrastructure Improvement.

1.14. “Developer” means the Parkwood Hughson, LLC, and any successor-in-interest, or future Assignees.

1.15. “Development Impact Fees (DIF)” means the fee schedule adopted by City that is applicable to the Project for the term of this Agreement attached hereto as **Exhibit F**, as such fees may be modified and limited in accordance with this Agreement.

1.16. “Effective Date” means the legally effective date that all the following have occurred: (a) the ordinance approving this Agreement becomes effective; and (b) this Agreement is executed by the Parties.

1.17. “Mitigated Negative Declaration” shall mean the combined initial study and mitigated negative declaration, including the adopted CEQA findings and Mitigation Monitoring and Reporting Program, Parkwood Subdivision Project (SCH No. _____) certified by City Council Resolution No. _____ on _____, 2020.

1.18. “Final Maps” shall mean the various, phased final maps issued pursuant to the Subdivision Map Act, which may hereafter be filed for record for each respective phase of development of the Project.

1.19. “Financing District” shall mean a community facilities district formed pursuant to the Mello-Roos Community Facilities District Act of 1982, or a comparable special tax, assessment or similar district formed to financing ongoing maintenance or infrastructure obligations for the Subject Property.

1.20. “General Plan” shall mean the City of Hughson General Plan of December 12, 2005.

1.21. “Infrastructure Improvements” means the improvements required to be constructed per the project approvals.

1.22. “Project” means the permitted densities, intensities and uses of the Subject Property as depicted on the Project Approvals, and in the Approved Entitlements.

1.23. “Project Approvals” means all land use and building approvals, permits and entitlements granted by the City for the Project including the Approved Entitlements, Subsequent Approvals, Conditions of Approval and Mitigation Monitoring and Reporting Program.

1.24. “Property Owner” means Parkwood Hughson, LLC.

1.25. “Rules and Regulations” means the rules, regulations, ordinances, laws, general plans, zoning, and official policies governing development, design, density and intensity of permitted uses, growth management, environmental review, or other measures that directly or indirectly limits the rate, timing or sequencing of development or construction, construction and building standards, design criteria and any other standards relating to development of Subject

Property within the City, and in effect on the Approval Date of this Agreement.

1.26. “Sanitary Sewer System” means the City’s sanitary sewer treatment facility and existing piping and conveyance systems.

1.26. “State” means the State of California.

1.27. “Subject Property” means the Parkwood Hughson, LLC property.

1.28. “Subsequent Approvals” means any approvals required, or desired by Developer and considered by City, as a precondition to the issuance of grading, building or other permits required for the development of the Project granted by City after the Approval Date, including but not limited to (a) Phased Final Maps, which may include all or a portion of the Subject Property identified in the Project Approvals; (b) use permits; (c) building permits; (d) design review and (e) any other approvals necessary for the development of the Project.

1.29. “Subsequent Property Owner” means the person, persons or entity having a legal or equitable interest in the Subject Property as described in **Exhibit A-2** and **Exhibit A-3** and includes any Property Owner’s successors in interest.

ARTICLE 2 EXHIBITS AND RECITALS

The Recitals set forth above, and the Exhibits referred to in this Agreement, are incorporated herein as though set forth in full.

ARTICLE 3 GENERAL PROVISIONS

3.01. Property Subject to the Agreement. This Agreement applies to and governs the development of the Subject Property.

3.02. Duration of Agreement. The term of this Agreement shall commence upon the Approval Date and shall expire on the tenth (10th) anniversary following such date, provided, however, that this Agreement shall not become legally enforceable by either Party until the Effective Date. The term of this Agreement may be extended by mutual agreement of the Parties in writing.

3.03. Assignment and Assumption. Developer shall have the right to sell, assign, transfer, ground lease or convey the Subject Property in whole or in part (provided that no such partial transfer shall violate the provisions of the Subdivision Map Act) to an Assignee at any time during the term of this Agreement upon providing notice to City no later than ten (10) days after the effective date of said sale, assignment or transfer. Assignment and assumption shall be administered through the form of Assignment and Assumption Agreement attached to this Agreement as **Exhibit D**. The City will release Developer from all obligations set forth herein with respect to the Subject Property sold, assigned or transferred (or if less than the Subject Property

shall be sold, transferred or assigned, then with respect to that portion thereof actually purchased, transferred or assigned), only if Developer conveys, and the Assignee expressly assumes all of the obligations and other terms and conditions of this Agreement with respect to such Subject Property (or if less than the Subject Property shall be sold, transferred or assigned, then with respect to that portion thereof actually purchased, transferred or assigned). Developer or Assignee shall advise the City of the assignment and assumption.

(a) *Failure to Notify City not Grounds for Default.* Any sale, assignment, transfer, ground lease or conveyance not made in substantial compliance with this Article shall not constitute a default by Developer or any Assignee under this Agreement, provided, however, that City may refuse to issue permits or other entitlements to such purchaser, Assignee or transferee until a copy of the assignment and assumption agreement is received by City.

(b) *Partial Assignment.* Developer reserves the right to partially assign the burdens or benefits of this Agreement to any Assignee, provided that Developer must: (i) provide City with a copy of the Assignment and Assumption Agreement that designates the rights allocated to such Assignee; and (ii) record a memorandum of such agreement on the assigned property, which clearly designates the rights allocated to such Assignee.

3.04. Recording. Upon the Approval Date, the Parties shall fully execute and acknowledge four originals of this Agreement. Within ten (10) days after the Approval Date, the City Clerk shall record this Agreement in the Official Records of Stanislaus County. Upon return from the county recorder, the City Clerk shall send a copy of the recorded Agreement and all exhibits to Developer.

3.05. Amendment or Cancellation of Agreement. Except as otherwise provided herein, including, without limitation, as provided under Article 8 hereof, this Agreement may be cancelled, modified or amended only by mutual written consent of the Parties, in accordance with Government Code Sections 65867, 65867.5 and 65868.

(a) *Minor Amendment of this Agreement.* The Parties acknowledge that refinement and implementation of the Project may demonstrate minor changes, as appropriate with respect to the details of performance by the Parties. The Parties desire to retain administrative flexibility with respect to certain items covered in general terms under this Agreement. If City finds that clarifications, minor changes or minor adjustments are necessary or appropriate to further the intended purposes of this Agreement and will not be materially inconsistent with any Project Approvals, the Parties may effectuate such clarifications, minor changes and adjustments through one or more Operating Memoranda, mutually approved in writing by Developer and the City Manager. Each Operating Memorandum will, after execution and recording, be attached to this Agreement. Unless otherwise required by law, execution of an Operating Memorandum between the Parties shall not require noticed public hearings.

(b) *Effect of Termination.* Termination of this Agreement shall not constitute the automatic termination of any Project Approvals or other land use entitlements approved for the Subject Property. Upon termination of this Agreement, no Party shall have any further right or obligation hereunder, except with respect to any obligation to have been performed prior to such termination, or with respect to any default in the performance of the provisions of this Agreement

that has occurred prior to such termination, or with respect to any obligations that are specifically set forth as surviving this Agreement.

(c) *Minor Amendment of Project Approvals.* Developer may provide written request for a minor amendment or modification to any of the Project Approvals, including, but not limited to (a) the location of buildings, streets and roadways and other physical facilities, or (b) the configuration of the buildings, the site plan, elevations, the configuration and number of parcels, lots or development areas. To the extent allowable by law, the Community Development Director shall determine whether the requested amendment or modification is consistent with this Agreement, Project Approvals and applicable provisions of City zoning and subdivision ordinances in effect as of the Effective Date of this agreement. For purposes of this Agreement, the determination of whether such amendment is minor shall be made by reference to whether such amendment or modification is minor in the context of the overall Project. If the Community Development Director finds that the proposed amendment is both minor and consistent with this Agreement, Project Approvals and the applicable provisions of City zoning and subdivision ordinances, the Community Development Director may approve the minor amendment administratively. For purposes of this Agreement and notwithstanding any City ordinance or resolution to the contrary, the following shall be deemed a minor amendment or modification: lot line adjustments, minor adjustments in the number of parcels, minor variances as to density, relocation of densities and/or uses which do not materially alter the overall density of the Subject Property as presently set forth in the Project Approvals and minor changes to any bulk, height, lot coverage, and building setbacks.

3.06. Binding Effect of Agreement. Actions of City and Developer with respect to the Project, including, without limitation, actions by City responding to applications for Subsequent Approvals affecting the Project, shall be made subject to this Agreement. The Project shall be carried out in accordance with the terms of this Agreement. The provisions of this Agreement shall constitute covenants and servitudes, which shall run with the land comprising the Subject Property, and the burdens and benefits hereof shall inure to the benefit of the City and Developer, and all estates and interests in the Subject Property and all successors in interest of the Parties hereto, except as such rights may be materially limited by a recorded Assignment and Assumption Agreement between Developer and any Assignee to the Subject Property. Notwithstanding the above, Developer's determination to construct the Project is left to Developer's sole and absolute discretion and in no event is Developer obligated to construct or undertake commencement of the Project.

3.07. Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party may at any time, by

giving ten (10) days written notice to the other Party, designate any other address in substitution of the address to which such notice or communication shall be given.

Notices and communications shall be given to the Parties at their addresses set forth below:

If to City: City of Hughson
Merry Mayhew, City Manager
Lea Simvoulakis, Community Development Director
P.O. Box 9
Hughson, CA 95326

Neumiller & Beardslee, Attorneys & Counselors
Daniel J. Schroeder, City Attorney
3121 W. March Ln, Ste. 100
Stockton, CA 95219

If to Developer: Parkwood Hughson, LLC
Kirk DeLaMare, Managing Member
1117 L Street
Modesto, CA 95354

Jensen & Jensen Attorneys
Mark R. Jensen
1514 H St
Modesto, CA 95354

With copies to: Triebsch & Frampton, APC Attorneys at Law
Robert E. Triebsch
300 N. Palm Street
Turlock, CA 95380

ARTICLE 4 CONFLICTS OF LAW

401. Conflicts between City and State or Federal Laws. In the event that State or federal laws or regulations enacted after the Approval Date prevent or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, each Party shall provide the other Party with written notice of such State or federal restriction, a copy of such regulation or policy and a statement concerning the conflict with the provisions of this Agreement. The Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or State law or regulation.

402. City Council Hearing. After the Parties have met and conferred pursuant to Section 4.01 above, if the Parties have not reached agreement on the effect of the change in the federal or state law or regulation upon this Agreement, Developer may request the matter shall be scheduled for hearing before the City Council. Written notice of such hearing shall be given pursuant to Government Code Section 65867, or then applicable statutes. The City Council, at such hearing, shall determine the exact modification necessitated by such federal or state law or regulation. Developer, at the hearing, shall have the right to offer oral and written testimony.

403. Cooperation in Securing Permits. City shall cooperate with Developer in order to secure any permits that may be required or as a result of modifications, amendments, or suspensions made pursuant to this Article.

404. Invalidity of Agreement and Severability. If this Agreement is determined by a court to be invalid or unenforceable in its entirety, the Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement relating to fees payable by Developer, Article 6 shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement relating to fees payable by Developer, Article 6 is rendered invalid or unenforceable according to the terms of any statute of the State of California which became effective after the Approval Date, and Developer in good faith determines such provisions are material to its entering into this Agreement, then Developer may elect to terminate this Agreement as to all of its obligations remaining unperformed.

ARTICLE 5 DEVELOPMENT OF THE SUBJECT PROPERTY

5.01. Applicable Priority. As used in this Agreement regarding the Subject Property, “Applicable Priority” shall mean and include all the following in effect as of the Approval Date, and Applicable Priority shall be interpreted in the following priority:

- (a) This Agreement;
- (b) Parkwood Vesting Tentative Subdivision Maps;
- (c) All other Project Approvals;
- (d) City of Hughson General Plan;

- (e) City zoning ordinance;
- (f) City subdivision ordinance;
- (g) Rules and Regulations; and
- (h) all other laws, policies, rules and regulations of City (whether the laws be enacted by the City Council, Planning Commission, or City voters) in effect as of the Approval Date, including, without limitation, the laws that relate to or specify any one or more of the following: the permitted uses of land or improvements; the density or intensity of use; the rental rates or vacancy rates or conversion controls regarding rental properties; labor rules and rates; and building and uniform code standards for construction and occupancy. Nothing in this Agreement, or Applicable Law, whether in existence as of the Approval Date or arising in the future, shall be interpreted to provide for or result in any annual (or other) limit, moratorium, or other limitation upon the number of, or phasing or pacing of, units which may be constructed on, or building permits which may be obtained for parcels or lots within the Subject Property, the processing or approval of any final maps, or any other land use entitlements, approvals, or permits, or the rate, timing, or sequencing thereof, during the term of this Agreement. There are currently no adopted growth controls ordinance, policies or measures that would restrict development of the Project. The terms of this Agreement are consistent with the legislative purposes set forth above and will assure Developer that approvals granted by the City in connection with the development of the Subject Property will not change during the term of this Agreement.

Notwithstanding the foregoing or anything contained herein to the contrary, the standards and regulations provided in this Agreement and the Project Approvals supersede all other laws, policies, rules and regulations of the City in effect as of the Approval Date. If a conflict occurs between the requirements of this Agreement and the Project Approvals and laws, policies, rules, and regulations of the City, the requirements of the Project Approvals and this Agreement shall control. If, however, the Project Approvals does not contain an express requirement consistent with the laws, policies, rules and regulations of the City, then in such event the Parties agree the requirements of Applicable Priority, in order of priority shown above, shall be followed.

5.02. Vested Right to Develop. During the term of this Agreement, Developer shall have the vested right to develop the Subject Property in accordance with the Project Approvals. City agrees and assures Developer that this Agreement establishes vested development rights, obligations, terms and conditions, as specified in the Project Approvals and Applicable Law, including without limitation, any and all Subsequent Approvals and Developer's right to tie in, or connect to, the City sewer and water systems, and that such rights shall be fully vested in Developer and may not be changed or modified by City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, or as expressly consented thereto by Developer in its reasonable discretion.

(a) *Water Capacity.* The Parties acknowledge the City's water system has sufficient capacity to adequately serve 299 residential units per the project approvals. To fund water system upgrades and ongoing operations and maintenance of existing water facilities, the City collects

DIF and water user rate fees. The DIF is a one-time fee paid for each single-family home constructed within a proposed development. The DIF are currently being updated by the City. The Developer has agreed to pay the proposed water fee in the amount of \$8,119 per single family home as set forth in **Exhibit F**.

(b) *Sanitary Sewer Capacity.* The parties acknowledge the City's sanitary sewer systems have sufficient capacity to adequately serve 299 residential units per the project approvals. The Developer shall pay the sanitary sewer capacity fee as set forth in **Exhibit F**.

5.03. City Administration. City shall comply with this Agreement and all Project Approvals, and City shall process any Subsequent Approvals in accordance with the terms of this Agreement. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, the construction, installation and extension of Infrastructure Improvements, development guidelines and standards, implementation programs for processing of Subsequent Approvals and other conditions of development for the Subject Property shall be those set forth in this Agreement, the Project Approvals and Applicable Law, including without limitation, any and all Subsequent Approvals. The Parties intend that the Project Approvals shall serve as the definitive and controlling provisions for all subsequent actions, discretionary or ministerial, relating to the development and occupancy of the Project.

5.04. Other. The vested rights under this Agreement include the protections afforded, including without limitation, protections against later enactments prohibited in this Agreement such as those listed in subsection 5.08(a) and Section 6.13.

5.05. Reimbursement Agreements. Reimbursements shall be administered through this Agreement, and any additional Reimbursement Agreement determined to be necessary by mutual agreement of the Parties. City shall have no further obligation under this Section only after such time that Developer has been fully repaid for the actual cost of all Infrastructure Improvements, including their costs through either Credits or Reimbursements, as applicable.

5.06. Prevailing Wages. The Parties understand and intend that, under this Agreement, City will not contribute any money, or the equivalent of money, to the overall Project than is required to perform the public improvement work and reimburse Developer for installation of the Infrastructure Improvements, as provided herein, which are required as a condition of City's regulatory approval of the Project. The Parties further understand and intend that the Project is a private development project and that City does not and shall not have any proprietary interest therein. It is Developer's understanding and intent that no portion of the project shall be subject to the requirement to pay prevailing wages.

5.07. Reservations and Dedications. Portions of the Subject Property are reserved for dedication or other transfer to City, as shown in the Vesting Tentative Subdivision Map. Such reservations and dedications shall be imposed in accordance with the Applicable Laws in effect as of the Approval Date, and otherwise shall be made in accordance with the Conditions of Approval for the Vesting Tentative Subdivision Maps and the Subdivision Map Act.

5.08. Subsequent Enactments. City and Developer agree that this Agreement shall vest

Developer's right to develop the Project pursuant to the Project Approvals and Applicable Law. Neither the City, nor any agency of the City, shall enact any new law, ordinance, resolution, initiative, rule, regulation or other measure applicable to the Project or Subject Property that is in conflict with the Project Approvals or Applicable Law, or that prevents or conflicts with the permitted uses, density and intensity of uses vested by this Agreement, or as set forth in the Project Approvals or Applicable Law.

(a) *Limitations.* Without limiting the foregoing general statement, and for all purposes relating to this Agreement generally, and this Section specifically, the Parties agree that any new law, ordinance, resolution, initiative, rule, regulation or other measure applicable to the Project or Subject Property shall be deemed to conflict with the Project Approvals or Applicable Law if it seeks to accomplish anyone or more of the following results, either with specific reference to the Project, or Subject Property, or as part of a general enactment that applies to this Project or Subject Property:

(i) limiting or reducing the intensity, use, operation or density of development on the Subject Property, or otherwise requiring any reduction on the square footage of buildings, total number of proposed homes, buildings or other improvements;

(ii) limiting or restricting the development timing or phasing or pace of the development of the Subject Property in any manner;

(iii) limiting the location of building sites, buildings, grading, or other improvements on the Subject Property in any manner;

(iv) applying to the Subject Property a moratorium or other limitation affecting the processing or approval of subdivision maps, including, without limitation, or Final Maps, building permits or any other land use entitlements, approvals or permits, or the rate, timing or sequencing thereof;

(v) applying to the Subject Property rent, vacancy or conversion controls, regulations and/or policies;

(vi) applying to the Subject Property "prevailing wage," "union shop," project labor agreement, labor peace agreement, or other labor regulations or policies, except those required by State or Federal laws and regulations

(vii) requiring any additional on-site or off-site infrastructure improvements to be constructed or paid for by Developer or a Subsequent Property Owner; or

(viii) restricting the permitted uses of the Subject Property in any manner.

The above list of actions is not intended to be comprehensive but rather is illustrative of the types of actions that would conflict with this Agreement, the Project Approvals, and Applicable Law.

(b) *Changes to Applicable Law.* Only the following changes to the Applicable Law effective as of the Approval Date shall apply to the development of the Project:

(i) City land use regulations, ordinances, resolutions or policies adopted after the Approval Date, applicable City-wide, which are not in conflict with the terms and conditions for the development of the Project, and the Project Approvals, and which do not impose additional burdens on the Project; and

(ii) City land use regulations, ordinances, resolutions or policies adopted after the Approval Date, which are in conflict with Project Approvals, but the application of which to the development of the Project has been consented to in writing by Developer in its sole discretion.

(iii) Development of the Subject Property shall be subject to legally mandated changes that occur to the California Building Code and California Fire Code required by State or federal law (the “Applicable Codes”); provided, however, such changed law shall not apply to the Subject Property when permitted or exempted by (a) the rights and benefits of this Agreement, (b) any vesting tentative map, or Final Map, (c) the presence, vesting protections or other benefits conferred under this Agreement, or (d) the presence, vesting protections or benefits conferred under the tentative map, in which event Developer shall not have to comply with the new Applicable Codes within all or any portion of the Project.

(iv) If any future public health and safety emergencies arise with respect to the development contemplated by this Agreement, City shall attempt, if reasonably possible, to address such emergency in a way that does not have a material adverse impact on the Subject Property. If City reasonably determines that City cannot address the health and safety emergency in a way that avoids any material adverse impact on the Project, City, after consultation with Developer, shall select an option for addressing the situation that minimizes, so far as reasonably possible, the impact of the health and safety emergency on development of the Project.

Therefore, except for the exceptions expressly stated above, the Parties agree that no ordinance, policy, rule, regulation, decision, or any other City action, or any initiative or referendum voted on by the public, which would otherwise be applicable to the Project and would affect in any way the development of the Project, or alter construction standards for the Project, or limit the uses allowed under the Project Approvals or limit the number of building permits issued for the Project, or limit the Project’s ability to connect to the City’s sewer, water system, storm drainage systems, or to receive any other City services that was not in effect as of the Effective Date, shall be applicable to the Project during the term of this Agreement.

5.09. Development Timing. Developer cannot predict with certainty when or the rate at which phases of the Subject Property will be developed. Such decisions depend on numerous factors that are not entirely within the control of Developer, such as market orientation and demand, interest rates, competition and other factors. It is the intent of City and Developer to hereby acknowledge and provide for the right of Developer to develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment, subject to the terms, requirements and conditions of the Project Approvals and this Agreement. City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement. Developer shall use their best efforts, in accordance with their business judgment and taking into consideration market conditions and other economic factors, to commence or to continue development, and to develop the Project in a

regular, progressive and timely manner in accordance with the provisions and conditions of this Agreement and with the Project Approvals.

Continuation of Existing Agriculture Uses Existing agricultural uses are allowed to continue on the Subject Property until the affected portion of the Subject Property is developed. Proper "right to farm" notices will be required in accordance with the Project Approvals.

ARTICLE 6

FEES, CREDITS, DEDICATIONS, AND INFRASTRUCTURE IMPROVEMENTS

6.01 Water Infrastructure. Water infrastructure for the Project shall be provided pursuant to this Section 6.01.

(a) Domestic Water Infrastructure. The project proposed water system consists of a network of 8" diameter pipes with two points of connection (POC) to the City's water system as set forth in **Exhibit G**. The POC's include a connection to the terminus of an existing 8" pipe in Flora Vista Drive and a second to the terminus of an existing 8" diameter pipe in Estancia Drive, both North of Leaflet Lane. These connections effectively extend the City's water distribution system, relying on pressure and flow capacity from the City's existing system at said POC's. Shoreline Environmental Engineering performed an evaluation of the proposed project water system. The purpose of the evaluation was to determine if the water distribution system proposed for the project is of sufficient capacity to provide for the projects domestic and fire suppression demands and other off-site demands that will rely on the projects water system. The results of the analysis concluded that the water infrastructure improvements as proposed are adequately sized for the required flow conditions.

(b) Water Infrastructure Financing. The required water infrastructure improvements described in 6.01 (a) above and as set forth in **Exhibit G** shall be installed and financed by Developer.

(c) Other Water Improvements. The City acknowledges that no other water system improvements either on or off-site will be required for Development of the project other than those described in 6.01 (a) above, as set forth in **Exhibit G** and as shown on the approved Vesting Tentative Subdivision Map **Exhibit K**.

6.02 Wastewater Collection and Treatment. Wastewater infrastructure for the Project shall be provided pursuant to this Section 6.02.

(a) Sanitary Sewer Infrastructure. The City of Hughson provides wastewater collection and treatment for the incorporated City and operates a wastewater treatment plant on the northern edge of the City between Hatch Road and the Tuolumne River. The project proposed sanitary sewer system is based on a series of gravity conveyance pipes and manholes that connect at two POC's: 1) An existing 10" sanitary sewer stub at Flora Vista

Drive 2) An existing 12” sanitary sewer stub at Estancia Drive as set forth on **Exhibit G-1**.

(b) Sanitary Sewer Infrastructure Financing: The required sanitary sewer infrastructure improvements described in 6.02(a) above and as set forth in **Exhibit G -1** shall be installed and financed by Developer.

(c) Other Sanitary Sewer Improvements. The City acknowledges that no other sanitary sewer system improvements either on or off-site will be required for Development of the project other than those described in 6.02(a) above, as set forth in **Exhibit G-1** and as shown on the approved Vesting Tentative Subdivision Map **Exhibit K**.

6.03 Storm Drainage Infrastructure. Storm drainage infrastructure for the Project shall be provided pursuant to this Section 6.03.

(a) Storm Drainage Infrastructure Construction. The proposed storm drainage system will generally consist of a dual use park/basin detention facility, storm drain pump station with ultimate discharge to the TID Ceres main canal, a series of catch basins, manholes and gravity conveyance systems as set forth in **Exhibit G-2**.

(b) Storm Drainage Infrastructure Financing. The required storm drainage infrastructure improvements described in 6.03(a) above and as set forth in **Exhibit G-2** shall be installed and financed by Developer.

6.04 Transportation Infrastructure. Traffic and roadways infrastructure for the Project shall be provided pursuant to this Section 6.04.

(a) Transportation Infrastructure – General. All new development within the city limits of City pays impact fees into two different fee programs that address traffic and roadway infrastructure. First, development pays into the traffic portion of the City’s DIF. This City program provides funding for the roads and traffic improvements identified in the City’s DIF. Second, development pays into the Regional Transportation Impact Fee program imposed by the County of Stanislaus (“County RTIF”). This County program provides funding for various regional roads.

(b) Transportation Calculation. The network of roadways surrounding the project consist of arterials and local streets. The projects internal street system will be constructed including extensions of Flora Vista Drive and Estancia Drive into the site. A project access onto Santa Fe Avenue is planned and the project provides a “stub” street at the Northeast corner that will allow a future extension by others to the East with an ultimate connection to Tully Road and Narcisco Drive.

(c) Transportation Infrastructure Improvements. Consistent with City policy development of the project will be required to install frontage improvements as development occurs. This will include the widening of Santa Fe Avenue to ½ of its ultimate section. Internal streets will be constructed per project approvals. All project street cross sections shall be installed as set forth on the Vesting Tentative Subdivision Map **Exhibit K** and further identified on **Exhibit H**.

(d) Non-Motorized Transportation. The City's non motored transportation plan (NMTP) indicates where facilities may be developed in the future. The NMTP indicates that a class 1 trail may be developed along Hatch Road and that future class 2 Bicycle lanes may be developed on Santa Fe Avenue. The project shall construct a class 1 bike trail on the South Side of the TID Ceres main canal as set forth on the Vesting Tentative Subdivision Map **Exhibit K** and further identified on **Exhibit H**.

(e) Transportation Infrastructure. The required transportation infrastructure improvements as described in 6.04 above and as set forth in **Exhibits H** and **K** shall be installed and financed by developer notwithstanding the provisions provided for in Section 6.05.

6.05 Parks Infrastructure. Parkland and park infrastructure for the Project, shall be provided pursuant to this Section 6.05.

(a) Park Development General. Developer has cooperated with City to provide enhanced landscaping and amenities within the project. These enhanced amenities will benefit the project but will also benefit the City. Said amenities include:

- i) A 25' wide landscape buffer along Santa Fe Avenue. Santa Fe Avenue is the main access for entering into the City of Hughson. The increased landscape area will provide a gateway and greenbelt as you enter the City.
- ii) Installation of a class 1 bike trail along the TID Ceres main canal. The City has been pursuing avenues to fund and construct a class 1 bike trail along the Northern portion of the City. The construction of the class 1 bike trail by the project will be a large step in achieving this goal for the City.
- iii) Three (3) separate parks are proposed within the project for dedication as parks varying in size and scope. The three (3) parks contain approximately 4.89 acres and contain numerous recreational facilities
- iv) An open space lot containing approximately 6,500 S.F. (0.15AC) is proposed for dedication that will include enhanced landscaping and monumentation along the Santa Fe Avenue corridor at the project entrance.

(b) Park land dedication. In accordance with the section 66477 of the Subdivision Map Act and the Hughson Municipal Code, the proposed project directly increases the number of persons in the area as a result of the proposed residential uses. The proposed project includes 299 residential units, which is projected to increase the population by an estimated 1,034 people (based on 3.46 persons per household). For the purpose of collecting fees to mitigate for increase park demands (Quimby act), the California government code section 66477 states: *The amount of land dedicated or fees paid shall be based upon the residential density, which shall be determined on the basis of the approved conditionally approved tentative map or parcel map and the average number or persons per household. There shall be rebuttable presumption that the*

average number of persons per household by units in a structure is the same as that disclosed by the most recent available federal census or census taken pursuant to Chapter 17 (commencing with Section 40200) of Part 2 of Division 3 of Title 4.

The City's General plan identifies a park standard based on a goal of five acres of parkland per 1,000 residents within the City limits. Using this parkland goal, the proposed project would be required to provide 5.17 acres of parkland for the resulting 1,034 residents. The project includes development of 6.57 acres of park/dual use facilities and open space. These facilities are intended to serve the residents of the proposed project. Because the project would meet the City's General Plan park standard by, the proposed project is not subject to the City park dedication in-lieu fees as set forth in **Exhibit F**.

(c) Park Improvements. Developer shall prepare a park master plan identifying the recreational amenities to be installed as shown on **Exhibit I**. Said park master plan shall be developed and approved by the Community Development Director. The recreational amenities set forth on **Exhibit I** may be relocated to other areas of the park(s) subject to the approval of the Community Development Director.

(d) Park Credits/Reimbursements

1. Developer Responsibility – As set forth in Chapter 16.32 of the HMC, the developer shall, without credit provide full street improvements and utility connections including curbs, gutters, street paving, traffic control devices, street trees, sidewalks and fencing adjacent to land that is dedicated for public parks, and improved drainage throughout the site.
2. Credit for Improvements. Developer is required to provide 5.17 acres of parkland or to pay the appropriate park dedication in lieu fee. Developer is providing 6.57 acres of parkland/open space within the Project which is 1.4 acres more than otherwise required. Developer agrees it shall not receive a credit for the additional 1.4 acres of parkland/open space as such land is required for the Planned Development overlay zone granted as part of the Project Approvals. Pursuant to HMC Chapter 16.32, Developer shall receive a credit against the park development fee category of the DIF for the cost of the improvements installed within parks "A", "B" and "C". Said improvements may include but not be limited to site preparation, grading, fine grading, soil amendments, trees, shrubs, grass, bark, gravel, concrete, recreational equipment and related appurtenances, site furniture, site structures, preliminary and final designs, construction staking, construction management, testing and inspections. Parties agree Developer's credit for the value of said improvements shall not exceed Seven Hundred Ninety Seven Thousand Four Hundred Thirty Three and 00/100 Dollars (\$797,433.00).

6.07. Development Standards

(a) Development Standards. The parties have worked cooperatively to establish certain standards for the project. These development standards are set forth in **Exhibits J-1 and J2**. Street traffic signs, street name signs, entry monumentation and street light images are for illustrative purposes to provide character to the overall project. Developer may propose alternative designs that provide similar character to the overall project theme, subject to approval by the Community Development Director.

6.08. DIF Fees.

(a) Existing DIF Program. Developer shall pay City's DIF at the rate adopted by City prior to the Approval Date, specifically the DIF amounts applicable to the Project and further described in the attached **Exhibit F**. Notwithstanding the preceding sentence, Developer shall pay the agreed upon water fee as stated in Section 5.02(a). Such DIF amounts may be adjusted annually for inflation commencing two (2) years after the Effective Date provided that in no event shall any such escalation exceed 3% per annum.

(b) Timing of Payment. Developer shall pay, or request the applicable credit of, the applicable DIF upon City's issuance of final inspection or the date the certificate of occupancy is issued whichever is first per Chapter 15.20.060, (HMC) for the applicable portion of the Project. Payment of DIF, or any portion or category thereof, will not be required for any particular parcel or building that will be offset via Credits provided by City to Developer. The Parties agree that in the event of a transfer of all or a portion of the Subject Property to a third party ("Subsequent Property Owner"), Developer may retain the right to receive fee credits so long as the Subsequent Property Owner pays the applicable DIF without any Credits provided for in this Agreement and the obligations relative to Developer and any Subsequent Property Owner are clearly allocated in an Assignment and Assumption Agreement.

(c) Other Agency Impact Fees. This Agreement shall have no effect on any fees that may be collected by City on behalf of any other local agency in connection with the Project.

6.09. Downtown Revitalization Fee (DRF). The Parties acknowledge the City's on-going efforts to revitalize the downtown area. To assist downtown revitalization efforts and to compensate for the loss of commercially zoned property at the Parkwood project site, the City will collect, and Developer will pay, a DRF of \$750.00 per dwelling for each of the 299 dwellings within the Project. The DRF is a one-time fee paid by Developer for each single-family home constructed within the proposed development. The Developer has agreed to pay the proposed DRF fee in the amount of \$750.00 per single family home, payable at certificate of occupancy, as set forth in **Exhibit F**. The Parties further agree the Downtown Revitalization Fee will be used by the City to enhance economic development and commercial opportunities in the area designated as the City's downtown. The Downtown area encompasses Hughson Avenue between Santa Fe Avenue and 7th Street, 5th Street between Pine Avenue and Hughson Avenue, Charles Street between Hughson Avenue and Santa Fe Avenue, 3rd Street between Hughson Avenue and Santa Fe Avenue, 2nd Street between Hughson Avenue and Santa Fe Avenue, and 1st Street From Hughson Avenue to Santa Fe Avenue. Funding priority should be given to economic development or commercial opportunities that enhance the City's tax base.

6.10. Building and Grading Permits. Upon application by Developer and payment of proper processing fees in accordance with the provisions governing such fees contained herein, including the application of credits in lieu of said fees as provided in Section 6.11 below, City shall issue building permits to Developer consistent with the Project Approvals and this Agreement, as they may be amended. In addition, upon application by Developer, City shall issue to Developer site clearance permits, rough and final grading permits, demolition permits, building permits, occupancy permits, and other permits required for grading operations consistent with this Agreement and the Project Approvals.

6.11. DIF Credits for Infrastructure Improvements. Developer may elect, in lieu of paying the applicable DIF amount for any portion of the Project, to construct such Infrastructure Improvements eligible for DIF credit in accordance with the terms and conditions of this Agreement. If Developer elects to construct any Infrastructure Improvements eligible for DIF – credit/reimbursement, City shall provide Developer, as an offset against said DIF Fees.

6.12. Development Timing. The Parties acknowledge and agree that the Project will be developed in phases. Developer shall not be required to initiate or complete development of any particular phase of the Project within any period of time. By entering into this Agreement, Developer shall not be obligated to build any structures, make any improvements or otherwise develop the Subject Property; provided, however, if Developer builds any structures, makes any improvements, or otherwise develops any phase of the Project, Developer must comply with all applicable terms of this Agreement with respect to such phase and only such phase, which shall include building any structures, making any improvements or otherwise developing the relevant portion of the Subject Property subject to such phase.

6.13. Fees, Conditions and Dedications. Developer shall make only those dedications, comply with only those conditions, and pay only those fees expressly prescribed in this Agreement and the Project Approvals.

6.14. Processing Fees. City may charge Developer processing fees for land use approvals, building permits as they relate to plumbing, mechanical, electric, fire code permits, or other similar permits and entitlements that are in force and effect on a City-wide basis at the time those permits are applied for, provided that such processing fees are consistent with this Agreement and State law, that the fees do not discriminate against Developer, and that the fees reflect actual costs to provide such processing services in accordance with State law. The Parties acknowledge that City may increase or decrease such processing fees after the Effective Date subject to the City's procedures, codes and policies, and State law.

6.15. Police Power; Taxing Power. City shall not impose or enact any additional conditions, exactions, dedications, fees or regulations, through the exercise of either the police power or the taxing power, whether by direct City action or initiative or referendum, related to the development of the Project which are not in existence at the time of the Approval Date and as expressly permitted by this Agreement. The conditions, exactions, dedications, fees or regulations applicable to the Project as provided in the Project Approvals, or as provided in this Agreement, shall not be subject to modification or renegotiation by City as a result of an amendment to any of the Project Approvals or of this Agreement, or as a result of the filing of any new subdivision map,

parcel map, Final Map or any re- subdivision of the Subject Property (including a merger or lot line adjustment or the creation of new lots); provided, however, that if the new map or re-subdivision of the properties increases the density of the Project, City may impose additional fees at the rates vested under this Agreement on the new units added by the new map or re-subdivision to address impacts of the additional density and to adjust for excess Credits given on earlier homes. This may result in a surcharge on subsequent development.

6.16. Design Review. To the extent that City has not previously approved final design details of a structure or improvement to be developed on the Subject Property as part of the Project, the City Design Review Committee shall consider and approve such design details prior to issuance of a building permit for such structure or improvement, provided that such design review shall be limited to those design guidelines listed in the Project Approval and such review shall be limited to consistency with those design guidelines in accordance with the provisions of the Project Approval for Committee review. All City actions in approving, denying, or modifying such design details must be reasonable and consistent with this Agreement, the Project Approvals and Applicable Law in effect as of the Approval Date. If City denies any design review for a structure or improvement that is part of the Subject Property, City will use its best efforts, within ten (10) days of such denial, to specify in writing the modifications which are required to obtain design review approval. Any such specified modifications must comply with this Agreement, the Project Approvals and the Applicable Law in effect as of the Approval Date, and City shall approve any design details, which are subsequently submitted for City review and which comply with such specified modifications. City and Developer shall, with due diligence and in good faith, cooperate to obtain and issue design review approvals, and shall cooperate to require modifications rather than denying design review applications whenever reasonably possible. Design review shall not include any right to review and/or approve any use and/or operation within the Subject Property.

6.17. Life of Subdivision Maps. Pursuant to Government Code Section 66452.6(a), the term of the Vesting Tentative Subdivision Map shall remain valid throughout the term of this Agreement.

6.18. Cooperation-Implementation.

(a) City Cooperation. Subject to Developer's compliance with procedural requirements of the Applicable Laws, upon application by Developer, City shall promptly commence and diligently proceed to complete all steps required or necessary for the implementation of this Agreement and the development by Developer of the Project in accordance with the Project Approvals, including, but not limited to, the following:

(i) Scheduling, convening and concluding all required public hearings consistent with Applicable Law and regulations in force as of the Approval Date.

(ii) Processing for approval, in an expeditious manner, all maps, improvement plans, design review, building plans and specifications and other plans relating to the development of the Subject Property filed by Developer, including, but not limited to, Final Maps, re-subdivisions, amendments to maps, subdivision improvement agreements, lot line adjustments, encroachments, grading and building permits, and related matters as necessary for the completion of the development of all lots and parcels comprising the Project.

(b) Developer Cooperation. Developer shall, in a timely manner, provide the City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder, and Developer shall use commercially reasonable efforts to cause its planners, engineers, and all other consultants to submit in a timely manner all required materials and documents. It is the express intent of the Parties to cooperatively and diligently work to implement any zoning, or other land use, grading or building permits or approvals that may be necessary or desirable in connection with the development of the Project in accordance with the Project Approvals. City agrees that it will accept from Developer for processing and review all complete development applications for development permits or other entitlements for the development of the Subject Property in accordance with this Agreement and Project Approvals.

(c) Other Governmental Permits and Fees. Developer shall use commercially reasonable efforts to apply in a timely manner for such other permits and approvals that may be required by other governmental or quasi-governmental agencies, including, without limitation, districts and special districts, school districts, flood control districts, storm drainage, sewer, and fire protection districts having jurisdiction over the Project in connection with the development of, or provision of services to, the Subject Property. City shall cooperate with Developer in its efforts to obtain such permits and approvals

(d) Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any third party or entity, to challenge this Agreement or any provision herein, the Parties agree to cooperate with each other in good faith to defend said lawsuit. City may elect to tender its own defense of any lawsuit filed by a third person or entity, as the case may be, to the extent the litigation seeks to over-turn or invalidate any approval held by or granted by City to Developer, and, in such event, Developer shall hold City harmless from and defend City from all costs and expenses incurred in the defense of such lawsuit, including but not limited to, attorneys' fees and expenses of litigation awarded to the prevailing party or parties in such litigation. Developer shall not settle any lawsuit on grounds which include, but are not limited to, non-monetary relief, without the consent of City. City shall act in good faith, and shall not unreasonably withhold, condition or delay consent to settle.

ARTICLE 7 CITY FINANCE DISTRICTS

7.01. City Maintenance and Public Services District.

(a) Consistent with the Project Approvals and Applicable Law, Developer shall create a Community Facilities District or annex the Subject Property into a Community Facilities District to provide funding for the items set forth in this paragraph. The Parties shall cooperate in good faith: (i) with respect to any residential portion of the Subject Property, to (a) annex such

residential portion into City's existing Community Facilities District and to maintain and repair streets including curbs, gutters, sidewalks, and maps; municipal utilities infrastructure, parks maintenance and electrical utility costs, storm drain facilities including manhole covers, catch basins, pipes, drains, and treatment of storm water run-off, landscaping, police services, fire and emergency services.

ARTICLE 8 DEFAULT, REMEDIES AND TERMINATION

8.01. General Provisions. In the event of default or breach of this Agreement or any of its terms and conditions, the Party alleging such default or breach shall provide written notice to the other Party through a Notice of Default, giving the breaching Party at least sixty (60) days to cure the alleged breach, unless the Parties extend such time by mutual written consent. The Notice of Default shall specify the nature of the alleged default, and, where appropriate, the manner and period of time in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 60-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. During any cure period, the Party charged shall not be considered in default for the purposes of terminating or instituting legal proceedings. If the default is cured, then no default shall exist, and the noticing Party shall take no further action. During said sixty (60) day period, the Parties agree to meet and confer and negotiate in good faith on at least two occasions in an attempt to resolve any such dispute. The City Manager shall be present and in charge on behalf of the City.

8.02. Option to Institute Legal Proceedings or to Terminate. After providing Notice of Default, expiration of the cure period, and the conclusion of the aforementioned negotiating sessions, the Party alleging default or breach, at its option, may institute legal or equitable proceedings to cure, correct or remedy any default under this Agreement, including, but not limited to, damages (subject to the limitations set forth in the following paragraph), mandamus, specific performance, injunctive relief, and declaratory judgment, determining that the Party alleging default is entitled to terminate this Agreement, or, alternatively, give notice to the Party allegedly in default of its intent to terminate this Agreement. In the event said notice of intent to terminate is given, said notice shall be served upon the party who allegedly is in default as provided in Section 4.9 of this Agreement. Following notice of intent to terminate, the matter shall then be scheduled for consideration and review by the City Council, within thirty (30) days, in the manner set forth in Government Code Section 65868.

Notwithstanding the foregoing, City shall only be liable for damages arising out of or related to any breach or alleged breach of this Agreement by City that: (i) violates any of Developer's vested rights set forth in Article 5 of this Agreement, including, without limitation, Developer's vested rights in and to the Project Approvals and Developer's vested rights relative to reimbursement for installing Infrastructure Improvement in accordance with this Agreement; (ii) violates any provision set forth in Article 6 of this Agreement, including, without limitation, Developer's vested rights to receive Credits; (iii) places a greater burden on Developer to construct or install any improvements other than the Infrastructure Improvements; or (iv) reduces the density or intensity, modifies the permitted uses for the Subject Property, or imposes greater burden on the Subject Property in violation of this Agreement, or, withholds available capacities for sewer, water, or any

other services required by City to develop the Subject Property consistent with this Agreement, the Conditions of Approval, and Project Approvals.

8.03. Notice of Termination. Following consideration of the evidence presented before the City Council, and findings, if any, made by the City Council, the Party alleging a default may, at its option, give written notice of termination of this Agreement to the other Party; provided, however, Developer may only give such notice of termination with respect to such portion of the Subject Property in which Developer owns an interest or with respect to which Developer is still obligated under this Agreement, and City may only give such notice with respect to the portion of the Subject Property in which the Party in default owns an interest or is responsible hereunder. Written notice of termination of this Agreement shall be effective immediately upon certified mailing to the Defaulting party.

8.04. No Waiver. Failure or delay in providing a Notice of Default pursuant to this Article shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by the other Party asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of such rights or remedies or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

8.05. Default by City. If City defaults on this Agreement, City agrees that Developer in no event shall be obligated to proceed with or complete the Project or any phase thereof and may exercise all rights and remedies provided herein or under Applicable Law. In the event of default by City, any resulting delays in Developer's performance shall not constitute grounds for the City to terminate or cancel this Agreement.

8.06. Extension of Time of Performance. Delayed performance by either Party shall not be deemed to be in default where such delay is due to war, inclement weather, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, epidemic, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting State or federal laws or regulations, litigation, or similar bases for excused performance. In the event of litigation involving this Agreement, the term of this Agreement shall be extended from the time the summons and complaint is served on City, until the judgment on the litigation is entered by the court and is final and not subject to appeal.

8.07. Institution of Legal Action. In addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein or to enjoin any threatened or attempted violation thereof, or to obtain any remedies consistent with the purpose of this Agreement.

8.08. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, and Applicable Law in effect as of the Approval Date.

8.09. Limitation of Damages. In no event shall either Party be entitled to punitive, special or consequential damages in the event of any breach of this Agreement. Developer's remedy as against City shall be limited to specific performance of the terms of this Agreement, plus court costs, and attorney's fees as provided herein.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.01. Rules of Construction. The singular includes the plural; “shall” is mandatory, and “may” is permissive.

9.02. Severability. The Parties agree that the provisions are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual, written consent of the Parties.

9.03. Entire Agreement, Waivers, Amendments. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiation or previous agreements between the Parties with respect to the development and buildout of the Project. To the extent there are conflicts or inconsistencies between this Agreement and any prior agreement, map approval, permit or conditions of approval, the provisions of this Agreement shall prevail. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City and Developer. All amendments, which are authorized in the manner provided by law, must be in writing, signed by the appropriate authorities of City and Developer, in a form suitable for recording by the Stanislaus County Clerk-Recorder. Any such amendments shall be promptly recorded.

9.04. Termination of Agreement. This Agreement shall terminate upon the expiration of the term as provided in Section 3.02. In addition, when any portion of the Subject Property has been fully developed and all of Developer's obligations in connection therewith are satisfied, as reasonably determined by the City, and all final inspections have been issued, this Agreement shall automatically terminate as to such portion of the Subject Property. Upon termination of this Development Agreement with respect to the entire Subject Property or any portion therein, as the case may be, and upon Developer's request, City shall record with the Stanislaus County Clerk-Recorder a notice evidencing such termination and completion of said development, in a form mutually satisfactory to Developer and the City Attorney, that the Agreement has been terminated with respect thereto.

9.05. Project is a Private Undertaking. It is specifically understood and agreed to by and between the Parties that: (1) each and every phase the Project is a private development; (2) City has no interests or responsibilities, or duty to third parties, concerning any improvements until such time and only until such time that City accepts any dedications or Infrastructure Improvements pursuant to the provisions of this Agreement or in connection with the Project Approvals; (3) Developer shall have full power over and exclusive control of the Subject Property, subject only to the limitations and obligations of Developer under this Agreement; and (4) Developer is not an agent of the City, and City is not an agent of Developer, and neither Party shall be considered to be in a joint-venture with the other Party. If any provision of this Agreement results in an obligation of either Party under state or federal law that is contrary to the intent of the Parties expressed herein, said provision shall be invalidated and severed from the Agreement and the rest of the Agreement shall remain in full force and effect.

9.06. Attorneys' Fees. Should any action or dispute arise concerning the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including, without limitation, attorneys' fees on any appeal, reasonable costs for investigating such actions, taking depositions and discovery, and all other necessary or appropriate costs incurred in the action.

9.07. Covenants Run With the Land. The provisions of this Agreement shall constitute covenants or servitudes which shall run with the land comprising the Subject Property and the burdens and benefits hereof shall bind and inure to the benefit of all estates and interests in the Project and the Subject Property, or any portion thereof, and all successors in interest, transferees or assignees to the parties hereto.

9.08. Mortgagee Protection. The mortgage lender for any mortgage or deed of trust that is secured by the Subject Property, or any portion thereof, who has come into possession and title to the Subject Property, or any portion thereof, pursuant to a foreclosure of a Mortgage, or deed in lieu of such foreclosure ("Mortgagee"), shall not be obligated under this Agreement to pay any fees or charges which are a liability of Developer of the lands within the Subject Property that are secured by Mortgagee, or to construct or complete improvements that are to be constructed by Developer under this Agreement, or to guarantee such construction or completion. Such Mortgagee shall otherwise be bound by all the terms and conditions of this Agreement which pertain to the Subject Property, or such portion thereof, in which it holds an interest. Any Mortgagee who comes into possession and title to the Subject Property, or any portion thereof, pursuant to foreclosure by any Mortgagee, or deed-in-lieu of such foreclosure, shall not be obligated to undertake any obligations of Developer, if said obligations remain undischarged as of the date that the Mortgagee comes into possession of the Subject Property, or any portion thereof that is subject to this Agreement. Such Mortgagee shall not be eligible to apply for, receive, or exercise any of the Project Approvals for development with respect to the Subject Property, or portion thereof, which it owns and which were vested in its predecessor in title prior to the time that the Mortgagee comes into possession, until the Mortgagee contractually assumes all of the obligations of its predecessor-in-title under this Agreement with respect to such property. If City receives notice from a Mortgagee requesting a copy of any Notice of Default given Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereof to Developer, any notice given to Developer with respect to any claim by City that Developer is in default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right (but not the obligation) for a period of sixty (60) days after the receipt of such notice from City to cure or remedy the alleged default, or to commence to cure or remedy the alleged default or areas of noncompliance set forth in the City's notice. If the default or such noncompliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee shall seek to obtain possession with diligence and continuity through a receiver or otherwise and shall thereafter remedy or cure the default or noncompliance within sixty (60) days after obtaining possession. If any such default or noncompliance cannot, with diligence, be remedied or cured within such sixty (60) day periods, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such Mortgagee commences the cure during such sixty (60) day periods, and thereafter diligently pursues completion of such cure to the

extent possible.

9.09. Estoppel Certificate. Developer may, and from time to time, deliver written notice to City requesting City to certify in writing that, to the best knowledge of City: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, or if so amended or modified, identifying the amendments or modifications; and (iii) Developer is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. City shall execute and return such certificate within fifteen (15) business days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Developer. Costs incurred by City in preparing any estoppel certificate requested by Developer shall be reimbursed by Developer.

9.10. No Third-Party Beneficiaries. This Agreement is made and entered into for the benefit of Developer and City and their successors and assigns. No other person or third party shall have any right of action based upon any provision in this Agreement.

9.11. Counterparts. This Agreement, and any and all amendments and supplements to this Agreement, may be executed in notarized counterparts, and each of the counterparts together shall be construed as one document.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date, as defined in Section____above, and as authorized by Ordinance No._____.

CITY	DEVELOPER
The City of Hughson, a California municipal corporation	Parkwood Hughson, LLC by; Dasco Development No. 1 LLC
By: _____ Jeramy Young, Mayor	By: _____
Date: _____	Date: _____
APPROVED AS TO FORM:	
By: _____ Daniel J. Schroeder, City Attorney	
ATTEST:	
By: _____ Aston Gose, City Clerk	

**EXHIBIT A-1
VICINITY MAP**

VICINITY MAP

N. T.S.

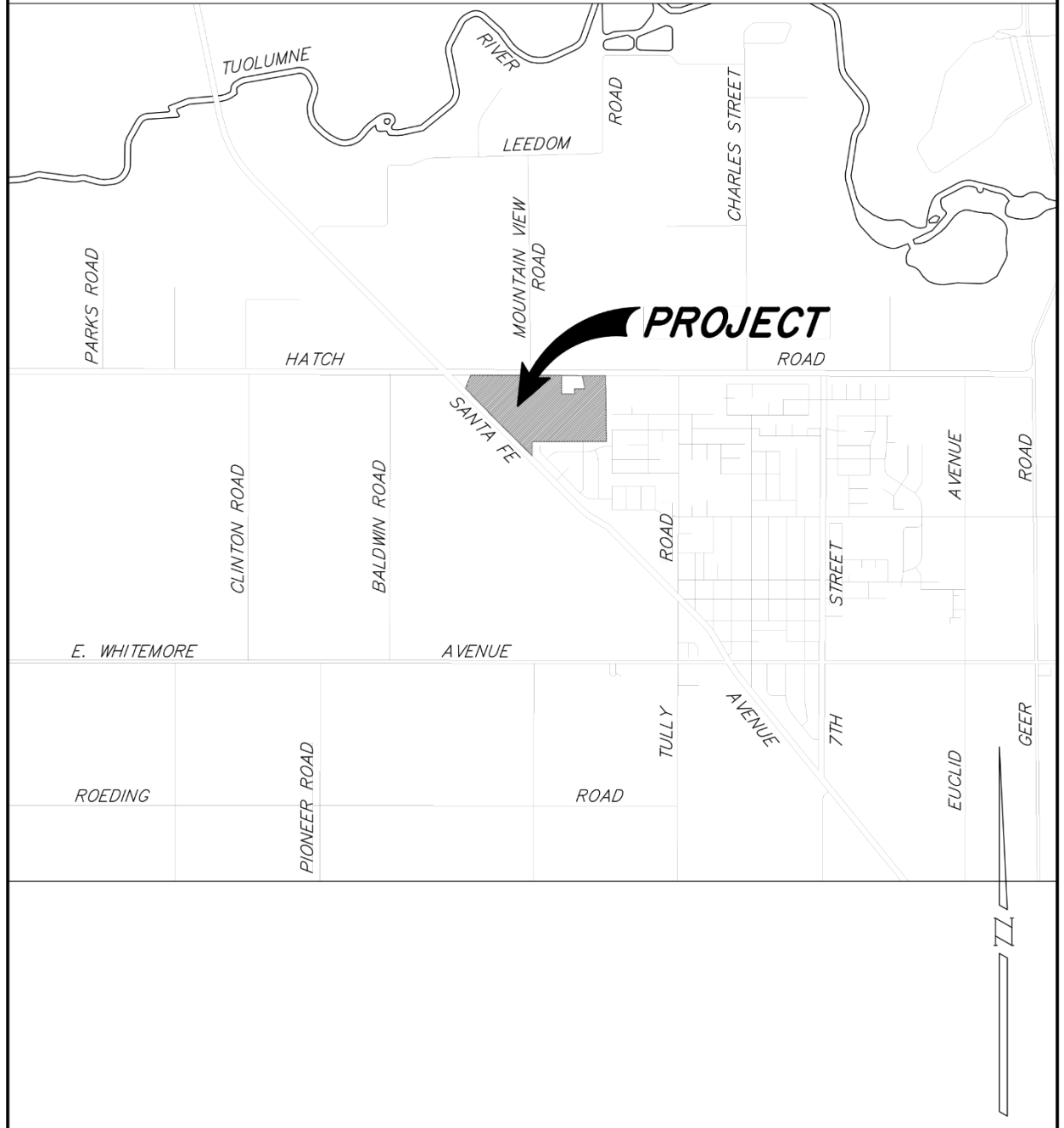


EXHIBIT A-2
LEGAL DESCRIPTION

**PROPERTY
LEGAL DESCRIPTION**

The following real property being a portion of the Northwest Quarter of Section 9, Township 4 South, Range 10 East, M.D.M., in the City of Hughson, County of Stanislaus, State of California, and more particularly described as follows:

BEGINNING at a 3/4" Iron Pipe tagged LS 7126, per Book 31 of Survey Maps, at Page 42, being on the South Right-of-Way of the Turlock Irrigation District Main Canal; Thence along said Right-of-Way of said Canal North 89°44'20" East a distance of 1605.34 feet to the Northwest corner of Parcel A, per Parcel Maps Book 26 Page 100; Thence leaving said Right-of-Way of said Canal, along the Westerly line of said Parcel A South 00°35'24" East a distance of 357.42 feet to the Southwest corner of said Parcel A; Thence along the Southerly line of said Parcel A North 89°31'03" East a distance of 232.47 to the Southeast corner of said Parcel A; Thence along the Easterly line of said Parcel A North 02°06'10" West a distance of 88.28 feet to the Southwest corner of the 1.00 acre parcel described in Document No. 2014-0051625-00 of Official Records, County of Stanislaus; Thence along the Southerly line of said 1.00 acre parcel North 89°44'20" East a distance of 183.64 to a point on the Easterly line of Parcel 2, per Parcel Maps Book 19 Page 78; Thence along said Easterly line of Parcel 2 North 11°10'58" West a distance of 273.23 feet to a point on the said Southerly Right-of-Way line of said canal; Thence along said Right-of-Way line North 89°44'20" East a distance of 419.09 feet to the Northeast corner of Parcel 3 per, Parcel Maps Book 19 Page 78; Thence leaving said Right-of-Way along the Easterly line of said Parcel 3 South 00°32'06" East a distance of 1197.68 to the Southeast corner of said Parcel 3; Thence along the Southerly line of said Parcel 3 also being the 1/4-1/4 Section Line South 89°47'25" West a distance of 1315.17 feet to the Southwest corner of Parcel B, per Parcel Maps Book 26 Page 100; Thence leaving said line 1/4-1/4 Section Line South 00°29'35" East a distance of 252.88 feet to a point on the Northeasterly Right-of-Way line of Santa Fe Avenue; Thence along said Right-of-Way North 45°17'49" West 1099.82 feet; Thence continuing along said Right-of-Way North 44°42'11" East a distance of 10.00 feet; Thence continuing along said Right-of-Way North 45°17'49" West 430.08 feet; Thence continuing along said Right-of-Way North 44°42'11" East a distance of 8.00 feet; Thence continuing along said Right-of-Way North 45°17'49" West a distance of 157.19 feet; Thence leaving said Right-of-Way North 22°16'26" East a distance of 264.62 feet to the **POINT OF BEGINNING**.

Said parcel containing 2,440,612 square feet, or 56.03 acres, more or less.

End of Description

EXHIBIT A-3
LEGAL DESCRIPTION EXHIBIT

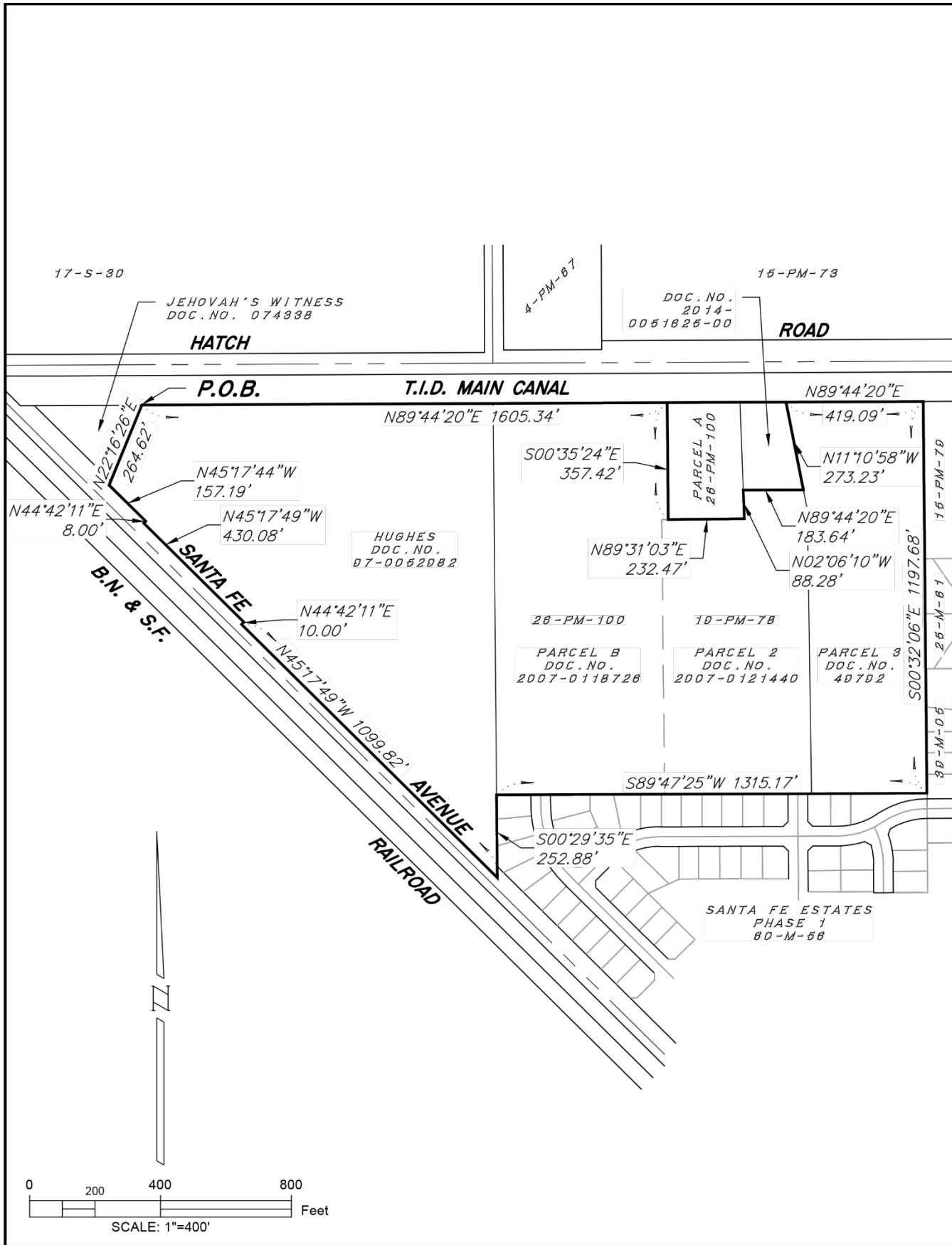


EXHIBIT B
DEVELOPMENT AGREEMENT ORDINANCE

EXHIBIT C
APPROVED ENTITLEMENTS

EXHIBIT C
Approved Entitlements and Subsequent Approvals

Developer's vested rights to develop the Subject Property shall be in accordance with the following approved entitlements:

1. This Agreement;
2. Parkwood Vesting Tentative Subdivision Map;
3. Conditions of Approval

Subsequent Approvals

The following approvals may be necessary to facilitate development of the subject property:

1. Parcel maps and final maps;
2. Minor and major grading permits, and encroachment permits;
3. Design review and;
4. Any other approval required to facilitate development consisted with approved entitlements.

As provided in this Agreement, City agrees to promptly process any other right, land use entitlement and approval necessary for completing the Project.

EXHIBIT D
ASSIGNMENT AND ASSUMPTION AGREEMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City of Hughson
P.O. Box 9
Hughson, CA 95326
Attention: City Clerk

Recording fees exempt (Gov. Code §§ 6103, 27383)

(Space above line for recorder's use only)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") shall be deemed effective as of _____, 20__ ("Effective Date"), by and between _____, a _____ ("Assignor") and _____, a _____ ("Subsequent Landowner").

RECITALS

A. Assignor has entered into a Development Agreement with the City of Hughson, dated _____, 20__ , which was recorded on _____, 20__ as Document No. _____ in Book , Page of the Official Records of Stanislaus County, California (the "Development Agreement").

B. Assignor has agreed to develop property pursuant to the Development Agreement, which is now proposed for assignment pursuant to this Agreement, and is more particularly described as _____, as set forth in more detail in the Legal Description attached and incorporated hereto as **Exhibit A** (the "Assigned Parcels").

C. Subsequent Landowner desires to assume [all of Assignor's rights, duties and obligations under the Agreement] [a portion of Assignor's rights, duties and obligations as set forth in this Agreement] with respect to the Assigned Parcels and Assignor seeks to be relieved of said assigned rights, duties and obligations in reference to the Assigned Parcels.

NOW, THEREFORE, Assignor and Subsequent Landowner hereby agree as follows:

A G R E E M E N T

1. Assignor hereby assigns, effective as of [the Effective Date or Assignor's conveyance of the Assigned Parcels to Subsequent Landowner], [all of] or [if only a portion of, describe] the rights, interests, burdens and obligations of Assignor under the Agreement with respect to the Assigned Parcels. Assignor retains all of the rights, interests, burdens and obligations under this Agreement with respect to all property other than the Assigned Parcels within the Subject Property owned by Assignor.

2. Subsequent Landowner hereby assumes all of the rights, interests, burdens and obligations of Assignor under this Agreement, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and to be subject to all the terms and conditions thereof, with respect to the Assigned Parcels. It is the express intention of both Assignor and Subsequent Landowner that, upon the Effective Date, Subsequent Landowner shall become substituted for Assignor as a "Developer" under the Development Agreement with respect to the Assigned Parcels. Assignor acknowledges that Assignor shall remain subject to the duties and obligations of the Development Agreement if Assignor retains any portion of the Subject Property subject to the Development Agreement.

3. All of the covenants, terms, and conditions of this Agreement and set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. Subsequent Landowner's address for all notices, as described in Section _____ of the Development Agreement, shall be as follows:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the above-referenced Effective Date.

ASSIGNOR:

_____, a

By: _____

Name: _____

Title: _____

SUBSEQUENT LANDOWNER:

_____, a

By: _____

Name: _____

Title: _____

APPROVED:

City Manager

EXHIBIT E
CONDITIONS OF APPROVAL/MITIGATION MONITORING &
REPORTING PROGRAM

**CONDITIONS OF APPROVAL
PARKWOOD DEVELOPMENT PROJECT**

1. **Acceptance of Conditions.** Applicant accepts these conditions and agrees to be bound by, to comply with all things required of or by the applicant pursuant to all of the terms, provisions, and conditions of this approval and all other approvals related to the Parkwood Development project.
2. **Implementation of Conditions.** The Project Proponent is responsible for ensuring that any contractor, subcontractor, employee, or agent of the Project Proponent is aware of and implements all measures set forth in these conditions.
3. **MMRP.** The project is subject to all conditions listed in the Mitigation Monitoring and Reporting Program. Project Proponent is responsible for ensuring that any contractor, subcontractor, employee, or agent of the Project Proponent is aware of and implements all measures set forth in these conditions.
4. **Conformance to Approved Map.** Development of the site shall conform to the approved Vesting Tentative Map File No. 20-01 plans entitled "Parkwood Vesting Tentative Map" dated July 12, 2020, on file with the Community Development Department with the exception of any subsequently approved changes.
5. **Expiration of Map.** This Vesting Tentative Map shall automatically expire 10 years from the date the Development Agreement becomes effective.
6. **Approval Agreement.** It is understood and agreed upon, that whenever approval of the City Engineer is required, whether by these Conditions, Improvement Plans, or otherwise, the approval of the Community Development Director and/or Building Official shall also be required.
7. **Indemnification.** Project Proponent shall defend indemnify, and hold harmless City and its elected and appointed representatives, officers, agents and employees against actions arising out of such personal injury, death, or property damage or destruction which is caused, or alleged to have been caused, by reason of Project Proponent's activities in connection with the project described in the map to which these conditions are attached ("Project"). Project Proponent further agrees to defend, indemnify and hold harmless City and its elected and appointed boards, commissions, representatives, officers, agents and employees from any and all claims, actions or proceedings brought against City or any of them to attach, set aside, void, or annul any approval of City or any of them concerning the Project which action, claim or proceeding is brought within the time limit specified in California Government Code section 66499.37, or the sufficiency of environmental review pursuant to CEQA.
 - a. The above-referenced indemnification and hold harmless requirement shall apply only if the City shall promptly notify the Project Proponent of any claim, action or proceeding, and cooperates fully in the defense of any such claim, action, or proceeding.

- b. The City does not, and shall not, waive any rights against Project Proponent which it may have by reason of the aforesaid hold harmless agreement, or because of the acceptance by City, or the deposit with City by Developer of any of the insurance policies described herein.
- 8. **Fees.** Ministerial fees, including without limitation, application, processing and inspection fees, Agreement shall apply to the Project provided that: (1) such fees, standards and specifications apply to all works within the City; (2) their application to the Project Site is prospective only as to applications for building and other development permits or approvals not yet accepted for processing; and (3) their application would not prevent development in accordance with these conditions. Notwithstanding any Project Approvals to the contrary, the City may charge, and Project Proponent shall pay all ministerial fees (for example, processing and inspection fees), collected at the building permit stage or other approval stage for subsequent site specific approvals, building permits and other similar permits which are in force and effect on a City-wide basis at the time application is submitted for such permits. Such ministerial fees do not include impact fees or other discretionary fees collected prior to the building permit stage or other approval stage.
- 9. **Payment timing.** Project Proponent shall pay to City, within thirty (30) days of submission of any invoice, detailing all the work done and costs charged to the City, costs incurred by City for services performed by City Attorney in drafting, negotiating, or in any other way connected with, this project, at the current rate charged, and by the City Engineer in reviewing and approving maps, improvement plans, or in any other way connected with, the Project, at the rate charged the City by the City Engineer.
- 10. **Fee Deposit.** Project Proponent shall reimburse the City for all engineering, inspection, legal, and administrative expenses, incurred or to be incurred by the City in connection with this development, including expenses incurred through the use of outside consultants and additional inspectors, where necessary. An account with the City for costs associated with the processing for the project will be established by Project Proponent. At the time of submission of the improvement plans for the project, the Project Proponent shall deposit funds sufficient to raise said account to the total of \$25,000. The City shall account to Project Proponent for all expenses for which reimbursement is claimed, providing copies of all back-up materials in a timely manner, and shall return any portion of said deposit in excess of the actual amount of expenses incurred. If, in the judgment of the City Manager, it appears that the amount deposited shall not be sufficient to cover all expenses, Project Proponent shall, within 15 days after written request from City, make an additional deposit of funds in an amount determined by the City Manager to be sufficient to make up the deficiency. At no time after submission of improvement plans shall the balance of the deposit fund be less than \$5,000. The need for the maintenance of this account shall cease upon; 1) compliance with all tentative map conditions, 2) compliance

with all of the provisions of subdivision improvement agreements for the project, 3) compliance with all mitigation measures set forth in the mitigation monitoring plan, 4) acceptance of the subdivision, and 5) 90 days after completion of construction, all final inspections and final acceptance by the city of all improvements.

11. **Notice of Determination (NOD).** Prior to issuance of a Notice of Determination, the appropriate filing fee, made payable to the "Stanislaus County Clerk/Recorder", shall be verified as received by the Planning Department. Payment is required within two days of City Council approval. Should the finding of a NOD be found invalid for any reason, the applicant will be responsible for Resource Agency fee.
12. **Park Amenities.** The Project Proponent shall provide the park amenities as described in Exhibit I of the Development Agreement and further described in Article 6, Section 6.05 of the Development Agreement. Any substituted park amenity must be approved by the Community Development Director prior to Final Map approval.
13. **Mailboxes.** The Project Proponent shall prepare and submit a design for the installation of mail drop-off boxes within the subdivision and submit the same to the Postmaster for initial approval. The approved plan shall thereafter be submitted to the City for review and approval. Project Proponent shall confer with the local US Postal Service authorities to determine locations of cluster mailboxes. If clustering or special locations are specified, easements or other mapped provisions shall be provided in the final map to the satisfaction of the US Postal Service and Community Development Director. If clustering is not specified, Project Proponent shall provide written evidence from the US Postal Service of the exemption. Project Proponent shall provide the concrete foundation for the cluster boxes at the approved locations.
14. **Conformance to Tentative Map.** Prior to recordation of a final subdivision map, the Project Proponent shall obtain certification from the Community Development Director that the landscaping and irrigation system generally conforms to City standards and the approved Tentative Map, and that all required conditions have been met.
15. **Final Map.** Applicant shall submit the final map application with the improvement plans for the phase which development is proposed. Said improvement plans and final map shall meet all City standards and submittal requirements except as expressly approved for this Planned Development and Development Agreement.
16. **Changes to Site Plan.** Any major alteration to the site plan not in substantial conformance to the approved Tentative Subdivision Map will require approval by the Planning Commission and City Council. At that time an Amendment to the Development Agreement may be required.
17. **Design Review.** The project will be subject to the City's Design Review process. If this project is phased and different builders construct different phases of the project,

those individual builders will be subject to Design Review for conformance of their phase to the original project design and previously approved housing design if the original review did not include all 299 homes. Those conditions which are imposed or agreed to in the design review process shall survive the final map in the sense that the project proponent shall insure that any purchaser of any lot or lots receives a copy of these conditions of approval and of any conditions imposed or agreed to in the design review process and proof of such receipt shall be given to the City and any such purchaser of any lot or lots understands by this reference that no building permit will be issued for that lot or lots unless the conditions imposed or agreed to in the design review process are complied with by the actual builder. If construction has not begun five (5) years after the Design Review process for the entire project, or for an individual phase, the builder will be required to go through the Design Review process again to establish conformance with the originally approved design or any subsequent design reviewed phase.

- a. **Floor plans and Elevations.** For subdivisions with over 100 units, four floor plans and four elevations will be required. For subdivisions 99 or fewer units, three floor plans with three elevations will be required.
- b. **Colors and Materials.** A final color and materials board shall be submitted as part of the Design Review Process and approved by the Hughson Planning Commission. No changes to colors shall be made after construction unless approved by the Community Development Director.
- c. Unless indicated otherwise, the design for development shall comply with the following:
 - i. All improvements shall be designed and constructed in accordance with the City of Hughson Improvement Standards and Specifications and Municipal Code where applicable, unless otherwise approved/permitted by this Planned Development.
 - ii. All construction shall meet the California Building Code (CBC) and all applicable City of Hughson Building Codes and amendments, including Green Building standards.
 - iii. Design and construction of all pertinent life safety and fire protection systems shall meet the California Fire Code and all applicable City of Hughson Fire Codes and amendments.
 - iv. A detailed Stormwater Treatment Plan and supporting documents, following City ordinances and conforming to Regional Water Quality Control Board's Staff recommendations for new development will be required.

18. **Community Facilities District Annexation.** The Project shall be required to annex into the existing Community Facilities District (CFD). The CFD shall include maintenance and operation of all public amenities of benefit to the future residents of the project site. The homes shall be annexed into the CFD and placed on the County Tax Roll after the final map is approved by Council. The Project Proponent shall provide written notice to the homebuyers, satisfactory to the City Attorney, that they are part of a Community Facilities District.

19. **Signage.** All signage shall conform to the City Sign Ordinance regarding size, design, and location. All signs shall be reviewed, approved, and a sign permit obtained prior to installation.
20. **Phasing Plan.** A project phasing plan, which shall include the phasing of subdivision construction, subdivision improvements, common area, exterior improvements and housing units shall be approved by the Community Development Director and the City Engineer prior to the issuance of the first building permit.
21. **Impact Fees.** Project Proponent shall pay an applicable development fee per dwelling unit in accordance with the Development Agreement.
22. **Address Numbers.** Internally illuminated address numbers shall be installed on all residences to be easily readable from the public street for emergency services, consistent with Fire Department requirements. In addition, internal illuminated address numbers shall be installed on the exterior of all garages facing alleyways to allow for property identification from the rear alley.
23. **Trucking Route.** Prior to commencement of any grading or other subdivision improvements the Project Proponent shall provide proposed trucking routes for all equipment and material deliveries. Damage to any public improvements, on or off site caused by construction operations, during construction on the subject property shall be repaired to the satisfaction of the City Engineer at full expense to the Project Proponent. This shall include slurry seal, overlay, or street reconstruction if deemed warranted by the City Engineer.
24. **Improvements.** Pursuant to the Development Agreement (hereinafter referred to as "Agreement"), the Subdivider shall, before approval and recording of the Final Map, improve or agree to improve all land within the area proposed for development for public or private streets, alleys, pedestrian ways and easements to the satisfaction of the Community Development Director.
25. **Warranty Bonds.** The developer/Contractor shall furnish the City with a warranty bond in the amount of 10% of the improvement costs to guarantee such Public Improvements for a period of one year following the completion by Developer/Contractor and filing of the Notice of Completion by City against any defective work or labor done, or defective materials furnished, or adverse effect to any portion of adjacent properties in the construction of the public Improvements. Developer/Contractor agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements within one year of acceptance thereof, and to incur all expenses of such repairs that exceed the 10% bond. Insurance shall be provided.

26. **Installation of Improvements.** Project Proponent/Contractor shall install all improvements and perform all work required for this Project in accordance with established City Standards or as approved by the City's Engineer. Plans for all improvements, including, but not limited to, storm drainage, water and sewer main sizes, either on-site or off-site, shall be in accordance with City Specifications and shall be approved by the City Engineer unless otherwise amended by the Planned Development approvals.
27. **Easement Dedications.** Unless otherwise stated, all necessary easements shall be dedicated, and all improvements shall be designed and installed, at no cost to the City of Hughson.
28. **Easements.** Project Proponent shall obtain, at Project Proponent's sole expense, any and all easements or real property which may be required for the development of the Project, and which may be necessary and required in order for Project Proponent to comply with these Conditions of Approval, and the applicable ordinances and resolutions of the City. All engineering design, including, but not limited to, storm sewers and appurtenances, sanitary sewers and appurtenances, streets including, but not limited to, geometrics, sight distances, lighting and sound walls, water systems and appurtenances, signing and striping, landscaping and appurtenances, shall be supported by applicable engineering studies/calculations, as required by the City Engineer.
29. **Public Use Easements.** Subdivider shall dedicate on the final map for public use easements for public utilities, streets, pedestrian ways, sanitary sewers, drainage, flood control channels, water systems and slope easements in and upon all areas within the subdivision shown on the Tentative Map for the subdivision to be devoted to such purposes.
30. **Conformance with Municipal Code.** No part of this approval shall be construed to permit a violation of any part of the Hughson Municipal Code. Unless otherwise amended by the development agreement or the planned development.
31. **Other Agency Approvals.** The Project Proponent shall be responsible for obtaining any and all permits and approvals from public agencies whose jurisdiction the project may fall under including, but not limited to, Caltrans, the Regional Water Quality Control Board, the California Department of Fish and Game, the U.S. Army Corps of Engineers, the Stanislaus County Water Resources Agency and the City of Hughson.
32. **Maintenance of Improvements.** All improvements shall allow for continuous maintenance access. Maintenance access measures shall include, but not be limited to, an all weather access ramp to and around the sides of the retention pond for maintenance vehicle access.

33. **Construction Hours.** All site improvements and all contractors involved in site improvements, building construction, and house construction activities shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, and 8:00 a.m. to 6 p.m. on Saturday, and 9:00 a.m. to 6:00 p.m. on Sunday. All construction equipment must meet Department of Motor Vehicles (DMV) noise standards and shall be equipped with muffling devices.
- a. The Community Development Director may allow earlier “start-times” for specific building construction activities, e.g., concrete-foundation/floor-pouring, if it can be demonstrated to the satisfaction of the Planning Director that the construction and construction traffic noise can be mitigated.
34. **Grading Drainage and Stormwater.**
- a. **Grading Permit.** A grading permit shall be required prior to mass grading for the project, and include Best Management Practices for erosion and dust control, and immediate revegetation of the site as needed for erosion control. Erosion controls shall be utilized to prevent dirt from lots going into street rights-of-ways and into drainage systems. If the project proposes to have more than 10,000 cubic yards of cut material from the project site, a haul route permit shall be required.
 - b. **Grading and Drainage Plan.** The Project Proponent shall submit a final grading and drainage plan prepared by a licensed civil engineer depicting design for the line, grade, on- and off-site drainage control measures, structural sections for the streets and all public improvements serving the development, including land use, infrastructure, circulation and streetscapes, public/park facilities, landscaping and trails, design expectations and environmental mitigation components. This plan shall be subject to the review and approval of the City Engineer, and all lot grades shall conform to the approved grading plan, with written certification by a civil engineer or geotechnical engineer required to assure compliance with all grading plans prior to the issuance of any building permits, and shall be subject to the following:
 - i. All lots shall drain toward the street.-
 - ii. All required structures such as walls, fences, and drainage facilities, shall be shown on the plan.
 - iii. Developed land must be at least six inches higher than adjoining irrigated lands.
 - c. **Retaining Walls.** Any grade differential that will be created between new lots or adjacent existing developed lots outside the property shall be supported by engineering documentation subject to approval of by the City Engineer.
 - d. **Record Grading Plans.** Prior to the issuance of any building permits, lot grades shall conform to the approved grading plan. Written certification by a civil engineer or geotechnical engineer will be required to assure compliance with all grading plans. Including the following:

- i. The Project Proponent shall submit record grading plans showing:
 - 1. The elevation of all four (4) corners of the lot as well as the center of the lot;
 - 2. All top and toe of slope elevations, and
 - 3. The top and bottom of all retaining wall elevations.
 - 4. Plan will show grading in relation to all adjacent lots, parcels and developments.
- e. **Geotechnical.**
 - i. A licensed soil engineer shall certify that pad compactions off all lots containing fill have been completed to the satisfaction of the City Engineer.
 - ii. A Geotechnical investigation shall be submitted to the City Engineer.
 - iii. The minimum soils sampling and testing frequency shall conform to Chapter 8 of the Caltrans Construction Manual. The applicant shall require the soils engineer to daily submit all testing and sampling and reports to the City Engineer.
 - iv. A qualified professional geotechnical engineer shall perform on-site monitoring of all grading and excavation activities on the project site. Evidence of an agreement with a geotechnical engineer shall be submitted for review and approval of the Community Development Director and City Engineer prior to commencement of any grading activities or any underground work. The geotechnical engineer shall submit evidence that grading and excavation were performed consistent with the recommendations of the geotechnical investigation. Evidence shall be submitted prior to issuance of building permits for each individual lot.
- f. **Stormwater Design.** A detailed hydrology/drainage study shall be completed by the project proponent, and shall provide for a design for a positive drainage system via on- site detention basin within the proposed park/basin facility subject to approval by the City Engineer. The locations and design of storm drains shall meet the City's standard design and be approved by the City Engineer.
 - i. Storm drain pipes in streets and courts alleys shall be a minimum of twelve inches in diameter with a minimum cover of three feet over the pipe unless otherwise approved by the City Engineer.
 - ii. The project shall not block runoff from adjacent properties. The drainage area map developed for the project hydrology design shall clearly indicate all areas tributary to the project area.
 - iii. All storm drain inlets must be labeled "No Dumping - Drains to River," using City-approved methods.

35. Storm Water Quality Requirements. The following materials related to the Storm water quality treatment facility requirements shall be submitted with improvement plans and/or grading permit application:

- a. A Stormwater Treatment Measures Maintenance Agreement shall be submitted to Community Development Department for review and approval. Once approved, the Maintenance Agreement shall be recorded with the Stanislaus County Recorder's Office to ensure that the maintenance is bound to the property in perpetuity.
- b. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted with a design to reduce discharge of pollutants and sediments into the downstream storm drain system. The plan shall meet the approval of the City Engineer. The certification page of the SWPPP shall be signed by a Qualified SWPPP Developer (QSD) person who prepared the report.
- c. Before commencing any grading or construction activities at the project site, the developer shall obtain a National Pollutant Discharge Elimination System (NPDES) permit and provide evidence of filing of a Notice of Intent (NOI) with the State Water Resources Control Board.
- d. The project plans shall include the storm drain design in compliance with post- construction stormwater requirements to provide treatment of the stormwater according to the National Pollutant Discharge Elimination System (NPDES) permit's numeric criteria. The design shall comply with the C.3 established thresholds and shall incorporate measures to minimize pollutants to the maximum extent practicable (MEP).

36. Sewer System. Project Proponent is responsible for constructing all on-site sanitary sewer facilities and the connection to the existing sewer mains in Flora Vista and Estancia Drives. All sanitary sewer improvement necessary to serve the project shall be complete and in place and accepted by the City prior to use of the sanitary sewer system.

- a. All public sewer mains and appurtenances shall be constructed in accordance to the City's Improvement Standards and Specifications and the Sewer Master Plan.
- b. The on-site sanitary sewer system shall have minimum 8-inch public mains, designed with a manhole at all angle points and ending with a manhole. The sewer main design and location shall meet the approval of the City Engineer.
- c. Each residential unit shall have an individual sanitary sewer lateral. The sewer laterals shall have cleanouts and be constructed per City Standards.
- d. Project Proponent shall cause to be placed terminal manholes in courts and knuckles.
- e. 6 inch public sewer mains may be proposed in the Courts subject to approval by the City Engineer.

37. Water System. Water service is available from the City of Hughson and is subject to standard conditions and fees as shown in the Development Agreement.

- a. The City is implementing a wireless, cloud-based water usage tracking system. All conforming water meters will need to be purchased by the

developer and installed according to City instructions. The specific meters will be dictated by the City's current program.

- b. Project Proponent shall install two water sampling stations. Such stations shall be constructed to plans approved by the City Engineer.
- c. Irrigation lines, canals, or rights-of way are to be abandoned in accordance with Turlock Irrigation District standards. Since this parcel will no longer irrigate, the Project Proponent, at the Project Proponent's expense, shall obtain an agreement with the Turlock Irrigation District to abandon use of any irrigation facilities. This must be requested and signed by the holders of title before final map approval. The Turlock Irrigation District will require two copies of detailed improvement plans for further review and comment. The Project Proponent shall also enter into an Irrigation Improvement Agreement with the Turlock Irrigation District for any work to remove existing irrigation facilities or to construct new irrigation facilities.
- d. The development's water mains shall be public, owned and maintained by the City. The subdivision shall have a looped design water system. For this planned development, the developer will install clusters of water services at the head of each court to minimize the greatest extent the length of dead-end water lines.
- e. Where a public water main is in an unpaved easement or under decorative paving, the water main shall be constructed of Ductile Iron or an approved equal pipe satisfactory to the City Engineer. Shut-off valves are required where a water main transitions from a paved area to an unpaved easement. This requirement does not apply to landscape irrigation facilities within the open space and parks.
- f. All public water mains shall be constructed in accordance with the City's Improvement Standards and Specifications.
- g. Water mains and services, including the meters must be located at least 10 feet horizontally from and one-foot vertically above any parallel pipeline conveying untreated sewage (including sanitary sewer laterals), and at least four feet from and one foot vertically above any parallel pipeline conveying storm drainage, per the current California Waterworks Standards, Title 22, Chapter 16, Section 64572. The minimum horizontal separation distances can be reduced by using higher grade piping materials with the City's approval.
- h. All water services from existing water mains shall be installed by City Water Distribution Personnel at the applicant/developer's expense. This includes relocating existing services and water main tie-ins. The developer may only construct new services in conjunction with the construction of new water mains.
- i. Only Water Distribution Personnel shall perform operation of valves on the Hughson Water System.
- j. Each dwelling unit shall have an individual water meter.

- k. Water meters shall be located a minimum of two feet from the top of driveway flare as per City Standards unless otherwise approved by the City Engineer.

38. Utilities Undergrounding. All new utilities must be undergrounded. All services to dwellings shall be undergrounded and installed in accordance with all utility providers, including their highest and best service (i.e. fiber optic network, etc.). Underground utility plans must be submitted for City approval prior to installation.

39. Public Streets. Any dedications, offers of dedication, or grants of easements may be dedicated and accepted on the face of the map. Agreements or other required items shall be recorded as separate documents concurrently with recordation of the Final Parcel Map. Improvements for public streets shall incorporate the following:

- a. The design and locations of street approaches including pedestrian ramps shall be approved by the City Engineer. Pedestrian ramps shall be installed at all street intersections or as required by the City Engineer.
- b. The street design shall utilize standard curb and gutter. The street sections shall be constructed to Caltrans H-20 loading requirements and City of Hughson public street standards; (unless otherwise approved by this planned development) including sections of decorative pavement. Curb returns and bulb outs shall be designed to facilitate street sweeping.
- c. The proposed decorative paving shall be enhanced with at least ten feet of raised decorative paving (e.g., interlocking pavers or stamped colored concrete, or bands of decorative paving, etc.). The Community Development Director shall approve the material, color and design, and the City Engineer shall approve the pavement section for the decorative paving. Decorative pavements shall be constructed to Caltrans H-20 requirements.
- d. Upon any necessary repairs to the public facilities under the on-site decorative paved areas, the City shall not be responsible for the replacement cost of the decorative paving. The replacement cost shall be borne by the homeowners' association / CFD established to maintain the common areas within the subdivision boundary.
- e. All street improvements shall conform with the requirements of the Americans with Disabilities Act, including the placement of sidewalk at the rear of the driveway at all driveway locations and adjacent to the back of curb at all non-driveway locations as applicable.

40. Landscape

- a. **Landscape Plans.** Prior to the approval of improvement plans or issuance of the first building permit, detailed landscape and irrigation plans shall be reviewed and approved by the City and shall be a part of approved improvement plans and the building permit submittal. The plans shall be prepared by a licensed landscape architect on an accurately surveyed base

plan and shall comply with the City's Low Impact Development manual and Municipal Codes.

- i. Landscaping shall be designed with efficient irrigation to reduce runoff, promote surface infiltration, and minimize the use of fertilizers and pesticides that can contribute to stormwater pollution. Where feasible, as determined by the City Engineer, landscaping should be designed and operated to treat stormwater runoff.
- ii. Locations and layout of all underground utilities lines, boxes and vaults shall be provided as base information on planting plans to minimize conflict with tree planting.
- iii. One twenty-four-inch box tree shall be planted in every front yard. All trees shall be planted twenty feet from a corner, a minimum of five feet away from any underground city utilities, a minimum of fifteen feet from a light pole, or as otherwise specified by the city. Root barrier shall be provided for all trees that are located within seven feet of paved edges or structure. Trees shall be planted according to the City Standard Detail.
- iv. A landscape area shall be provided around bio-treatment areas located adjacent to hardscape areas such as curbs, sidewalks, walkways and structures. The City will require a matched precipitation rotator type irrigation system on a separate valve for the stormwater treatment area irrigation or an approved equal design subject to approval by the Community Development Director. All spray irrigation systems shall be set back twenty-four inches from all impervious hardscape edges such as curbs, sidewalks, walkways and structures, unless otherwise approved by the City Engineer.
- v. Utility boxes and vaults, light fixtures and fire hydrants shall have minimum five feet of clearance from the edge of Stormwater Treatment areas unless otherwise approved by the Community Development.
- vi. Landscape areas may be used to comply with the Stormwater Treatment requirements; however, all tree planting requirements shall apply. A wider landscape area may be provided if necessary to accommodate both bio-treatment and tree planting.
 1. A hose bib shall be provided within each private yard.
 2. Safety site lighting shall be provided along private driveways. Site lighting shall not be located to prohibit tree planting required by Zoning Ordinance.
 3. The minimum dimension for all planting areas should be four feet, including tree wells in parking lots or sidewalks measured from back of curb/paving unless otherwise approved by the City Engineer.
- vii. All front yards of all lots shall be landscaped at the time of construction and shall utilize landscaping as approved by the City

Engineer, Community Development Director, and the Design Review Committee.

- viii. The Project Proponent shall provide root control barriers and four inch (4") perforated pipes for parking lot trees, street trees, and trees in planting areas less than ten feet (10' 0") in width, as determined necessary by the Planning Director and the Design Review Committee at the time of review of the final landscape plans.

b. **Development Agreement.** The applicant shall install the landscaping infrastructure noted in section 6.05 of the Development agreement and described below:

- i. A 25' wide landscape buffer along Santa Fe Avenue.
- ii. Installation of a class 1 bike trail along the TID Ceres main canal.
- iii. An open space lot containing approximately 6,500 S.F. (0.15AC) is proposed for dedication that will include enhanced landscaping and monumentation along the Santa Fe Avenue corridor at the project entrance.

38. **Tree Planting Plan.** The project shall provide a minimum of 560 trees throughout the fully developed project site. The planting of these trees shall satisfy Mitigation Measure BIO-3 that is incorporated to address Section 17.03.092(E) of the Hughson Municipal Code.

39. **Electrical:**

- a. Lighting for the subdivision shall be shown on the public improvement plans.
- b. Provide appropriate clearance for electrical equipment from driveways.
- c. Provide clearance for electroliers from overhead utilities and request clearance from utility companies. Clearance from electrolier(s) must provide a minimum of 10' from high voltage lines; 3' from secondary voltage lines; and 1' from communication lines.

40. **Multiple Final Maps.** Multiple Final Maps may be filed for this subdivision if each and all of the following conditions are met with each Final Map:

- a. All fees associated with development and a part of this approval shall be apportioned and paid for each portion of this subdivision for which a Final Map is being filed.
- b. All public streets on which each Final Map has frontage are improved or bonded to be improved to the satisfaction of the Community Development Director.
- c. All grading, drainage and easements for drainage, adequate to protect each lot for which a Final Map is requested, and surrounding parcels, which could be impacted by such design or lack of design, shall be guaranteed to the satisfaction of the City Engineer.
- d. Any and all off-site improvements necessary for mitigation of impacts brought about by this project shall be apportioned to the degree possible to guarantee adequate mitigation.

41. Fire Protection

- a. **All Weather Roads.** An all-weather surface road, suitable to the Hughson Fire Protection District, adequate for interim emergency vehicle access shall be provided to the project. Interim emergency vehicle access shall be in place prior to placement of construction materials, or beginning construction of structures on the site. Project Proponent shall acquire a permanent emergency vehicle access which shall be dedicated to the City by the property owner, prior to any occupancy.
- b. **Curbs.** All curbs located within a seven feet, six inch (7' 6") radius of a public/private fire hydrant shall be painted red, unless, modified by the Fire Chief. Blue street "hydrant markers" shall be installed for all fire hydrants per City Standard Specifications.
- c. **Fire Lanes.** All public and private streets, driveways, aisles, and alleys designated as fire lanes by the Fire Chief shall be maintained in accordance with Articles 9 and 10 of the Uniform Fire Code which permits towing vehicles illegally parked on the fire lanes. Fire lane curbs shall be painted red with "No Parking, Fire Lane, Tow Away Zone" or "No Parking, Fire Lane, Tow Away Zone" signs shall be installed as required by the Vehicle Code.

42. **Solid Waste Management.** The Project Proponent shall submit a waste management plan to the Building Department prior to issuance of building permits. The plan shall include the estimated composition and quantities of waste to be generated and how the Project Proponent intends to recycle at least 50% (fifty percent) of the total job site construction and demolition waste measured by weight or volume. Proof of compliance shall be provided to the Chief Building Official prior to the issuance of a final building permit. During demolition and construction, the Project Proponent shall mark all trash disposal bins "trash materials only" and all recycling bins "recycling materials only". The Project Proponent shall contact Waste Management for the disposal of all waste from the site.

43. Construction

- a. **Hazardous Waste.** During construction, hazardous materials used and hazardous waste generated shall be properly managed and disposed.
- b. **Hazardous Material.** The City shall be notified immediately if hazardous materials or associated structures are discovered during demolition or during grading. These shall include, but shall not be limited to, actual/suspected hazardous materials, underground tanks, or other vessels that contain or may have contained hazardous materials.
- c. **Insurance.** Before commencing work pursuant to any City-approved permit or other entitlement relating to the Project, Project Proponent/Contractor shall obtain the insurance and receive the approval of the City Manager or his designee as to form, amount and carrier. Project Proponent/Contractor shall furnish City satisfactory evidence of the insurance and shall maintain

the insurance until completion of the project. Project Proponent/Contractor shall also provide evidence that the carrier is required to give the City at least ten (10) days' prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall name the City as an additional insured and extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to the Project Proponent and each contractor and subcontractor performing work on the Project.

- i. **Worker's Compensation Insurance:** Project Proponent/Contractor shall maintain workers' compensation insurance for all persons employed at Project Site and provide proof of insurance every six months. Project Proponent shall require each contractor and subcontractor similarly to provide workers' compensation insurance for their respective employees. Project Proponent/Contractor agrees to indemnify the City for damage resulting from Project Proponent's failure to take out and maintain such insurance.
- ii. **Public Liability and Property Damage Insurance:** Project Proponent/Contractor shall maintain public liability insurance in an amount not less than \$1,000,000.00 for each injury (including death) to any one person and subject to the same limit of any one occurrence and provide proof to the City every six months.

44. **Monument Replacement.** Project Proponent shall replace, or have replaced, or repair or have repaired, as the case may be, all existing monuments shown on the Map which have been destroyed or damaged by project construction, and Project Proponent shall replace or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or by any public or private corporation, or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction and subject to the approval of the City Engineer. Project Proponent shall provide such monumentation as may be required by City Engineer, in accordance with accepted standards.

45. **State Law.** Developer shall conform to and abide by all applicable California State Laws pertaining to construction of public improvements.

46. **Traffic Control.** Project Proponent/Contractor shall, at Project Proponents/Contractor expense, and under City's direction, provide for traffic control, during construction, so as to minimize the impact on residents surrounding or adjacent to the Project. The Project Proponent/Contractor agrees that, during any construction within or as a part of the overall Project, all existing roadways as of the date of approval of this vesting tentative subdivision map shall, at all times, remain

passable to a minimum of two lanes of traffic, one in each direction, or an acceptable detour approved by City. Project Proponent/Contractor further agrees that if, at any time, City shall determine that there are not sufficient acceptable traffic lanes or acceptable detour which are passable, that all construction by Project Proponent/Contractor shall immediately cease upon written demand therefore, by City. Traffic Control Plan is required to be submitted for approval by the City Engineer showing how the construction of the entrance to the subdivision off of Santa Fe Avenue will be staged.

47. **Archaeological Material.** If archeological materials are uncovered during project implementation, grading, trenching, or other on-site excavation, all work on site shall be stopped and the City immediately notified. The county coroner and the Native American Heritage Commission shall also be notified and procedures followed as required by the California Environmental Quality Act (CEQA) and California law. A similar note shall appear on the improvement plans.

48. **Prior to Construction Completion/Issuance of Certificate of Occupancy**

- a. **Final Inspection.** Final inspection by the Building Department is required prior to issuance of certificate of occupancy.
- b. **Street Lights.** All lighting on a given street will be fully operational prior to any occupancy being granted on that street.
- c. **Mylar Drawings.** Prior to final acceptance, Project Proponent shall file with the City of Hughson one set of reproducible mylar "record drawings", two sets of "record drawings", and one electronic version. Said drawings shall meet all requirements of Section 66434 of Subdivision Map Act. Said set of drawings shall contain a copy of sheets with construction changes made or an indication that no changes were made and shall be submitted for approval by the City Engineer.
- d. **Inspection of Public Improvements.** The City Engineer or other authorized representative of the City shall inspect all of the Public Improvements to see that they comply with City subdivision regulations including, but not limited to, these Conditions of Approval, Standard Specifications and Design Expectation Guidelines. The Project Proponent hereby grants access to the Project and Project Site for inspection purposes and agrees to notify City Engineer at least 48 hours in advance of required inspection. Project Proponent shall pay to City the actual cost to City for all inspection, and other services furnished by City in connection with the Project by paying Plan Check and Inspection fees, and shall also reimburse City for the actual cost charged to City by City Engineer for all services performed in accordance with these Conditions, such charges to be at the normal rate charged the City by the City Engineer. However, all costs in soil testing, concrete testing and compaction testing will be the responsibility of the Project Proponent/Contractor. Plan check and inspection fees will be based on the approved engineer's estimate.

- e. **Deviation from Plans.** If the Project Proponent/Contractor deviates from the approved improvement drawings, specifications or standards, or shall construct any Public Improvements in such a manner so as to, in the opinion of the City Engineer, endanger the public safety, the City may cause the necessary corrections to be made without notice. In the event such deviations do not, in the opinion of the City Engineer, endanger the public safety, the City Engineer may give the Project Proponent/Contractor written notice of such deviations, and the Project Proponent shall correct the deviation in the time prescribed by the City Engineer. In the event of the failure of the Project Proponent/Contractor to make corrections of deviations, whether or not the public safety is affected, the City may cause the necessary corrections to be made and shall be reimbursed by the Project Proponent/Contractor at cost plus 25%. Said amount shall be deducted from the reimbursement by the City to the Project Proponent/Contractor or shall be paid for by the Project Proponent/Contractor prior to the acceptance of the improvements, or shall be obtained from the improvement securities. Project Proponent/Contractor shall perform any changes or alterations in the construction and installation of such Public Improvements required by City, provided that all such changes or alterations do not exceed 10 percent of the original total estimated cost of such Public Improvements.
- f. **Condition Satisfaction.** Prior to final inspections, all pertinent conditions of approval and all improvements shall be completed to the satisfaction of the Community Development Director and City Engineer.
- g. **Irrigation Acceptance.** Prior to the issuance of the first Certificate of Occupancy, all landscape and irrigation should be substantially completed in accordance to the approved plan. An Irrigation Schedule shall be submitted prior to the final inspection and acceptance of improvements.
- h. **Landscape Installation.** Landscape and tree improvements shall be installed according to the approved plans prior to the occupancy of each building. All common area landscaping, irrigation and other required improvements shall be installed prior to acceptance of tract improvements, or occupancy of eighty percent of the dwelling units, whichever first occurs and a Certificate of Completion, as-built Mylar and an Irrigation Schedule shall be submitted prior to the Final Approval of the landscaping for the Tract to the Community Development Department by the developer.

49. Conditions from Responsible Agencies

- a. Hughson Unified School District
 - i. School Impact Fees shall be submitted to the Hughson Unified School District prior to the time of issuance of building permits for lots in the proposed project. School impact fees shall include those fees required by the state and adopted by the Hughson Unified School District.

- b. Stanislaus Consolidated Fire Protection District/Hughson Fire Protection District
- i. The Project shall conform to the requirements of the Hughson Fire District. Project Proponent shall, at Project Proponent's expense, install fire hydrants which shall be tested for flow and color-coded to represent the amount of flow, as specified by the Hughson Fire Protection District. Fire hydrants shall be placed on property lines. Reflectors shall be placed in the street adjacent to the fire hydrants. Curbs at the fire hydrants shall be painted to prevent parking. Prior to any construction framing, the Project Proponent shall provide adequate fire protection facilities, including, but not limited to surface roads, fire hydrants, and a water supply and water flow in conformance to the City's Fire Department Standards able to suppress a major fire. When alternate methods of fire protection are approved by the Fire Chief, this requirement may be waived or modified. Proposed alternative methods of fire protection shall be submitted in writing to the Fire Chief prior to any framing construction. Work on the alternative fire protection methods shall not begin until approved by the Fire Chief.
 1. The minimum number of fire hydrants shall be provided in accordance with the Hughson Fire Code Ordinance and the California Fire Code. The average spacing between hydrants is 300 feet. All homes shall be within 300 feet of a fire hydrant. Spacing and locations of fire hydrants shall be subject to review and approval by the Hughson Fire District.
 - ii. **Fees.** Developer shall pay all Fire Facilities Fees. The fees shall be payable at the time of issuance of the building permit for any construction and shall be based on the rates in effect at the time of building permit issuance.
 - iii. **Access.** Fire department access and water for fire protection shall be provided and maintained in accordance with all requirements, applicable codes and ordinances. Two ingress/egress accesses shall be provided.
 - iv. **Walk-through.** Upon completion of construction, the Fire District will complete a final walk- through inspection.
- c. Stanislaus County:
- i. County Impact Fees shall be submitted to the County prior to the time of issuance of building permits for lots in the proposed project.
- d. Stanislaus County Department of Environmental Resources:
- i. All existing on-site wells and/or septic tanks shall be destroyed under permit from the Department of Environmental Resources (DER) and in accordance with all laws and polices as regulated by Stanislaus County and California State Model Well Standards. Notification shall be made to the Community Development Department at least 24

hours prior to removal. Removal of these structures shall be documented and done under permit, as required by law.

e. Turlock Irrigation District (District)

- i. The Developer shall submit plans detailing the existing irrigation facilities, relative to the proposed site improvements, in order for the District to determine specific impacts.

Properties that will no longer irrigate or have direct access to water must request abandonment from applicable Improvement Districts. Developed property adjoining irrigated ground must be graded so that finished grading elevations are at least 6 inches higher than irrigated ground. A protective berm must be installed to prevent irrigation water from reaching non-irrigated properties. Stub-end streets adjoining irrigated ground must have a berm installed at least 12" above the finished grade of the irrigated parcel(s).

Any applicable improvements to this property shall be subject to the District's approval and meet all District standards and specifications. If it is determined that irrigation facilities will be impacted, the applicant will need to provide irrigation improvement plans and enter into an Irrigation Improvements Agreement for the required irrigation facility modifications. There is a District Board approved time and material fee associated with this review.

Mitigation Monitoring and Reporting Program

This document is the Mitigation Monitoring and Reporting Program (MMRP) for the Parkwood Subdivision Project (project). This MMRP has been prepared pursuant to Section 21081.6 of the California Public Resources Code, which requires public agencies to “adopt a reporting and monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment.” A MMRP is required for the proposed project because the Initial Study / Mitigated Negative Declaration (IS/MND) has identified significant adverse impacts, and measures have been identified to mitigate those impacts. The numbering of the individual mitigation measures follows the numbering sequence as found in the IS/MND.

The MMRP, as outlined in the following table, describes mitigation timing, monitoring responsibilities, and compliance verification responsibility for all mitigation measures identified in the IS/MND.

The City of Hughson will be the primary agency responsible for implementing the mitigation measures and will continue to monitor mitigation measures that are required to be implemented during the operation of the project.

The MMRP is presented in tabular form on the following pages. The components of the MMRP are described briefly below:

- **Mitigation Measures:** The mitigation measures are taken from the IS/MND in the same order that they appear in that document.
- **Mitigation Timing:** Identifies at which stage of the Project mitigation must be completed.
- **Monitoring Responsibility:** Identifies the agency that is responsible for mitigation monitoring.
- **Compliance Verification:** This is a space that is available for the monitor to date and initial when the monitoring or mitigation implementation took place.

TABLE 1: MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
AGRICULTURAL RESOURCES				
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<p>Mitigation Measure AG-1: Prior to approval of the Tentative Map for the project, the project applicant shall comply with the City's Right to Farm Ordinance (Section 17.03.064 of the Municipal Code). In order to comply, the following deed restriction shall be recorded by the owners and run with the land:</p> <p>"RIGHT TO FARM DEED RESTRICTION</p> <p>Properly conducted agricultural operations are permitted within Stanislaus County, within the City of Hughson, and its Sphere of Influence. You are hereby notified that the property you are purchasing is in an agricultural area. You may be subject to inconvenience or discomfort from lawful agricultural or agricultural processing facilities operations. Discomfort and inconvenience may include, but are not limited to, noise, odors, fumes, dust, smoke, burning, vibrations, insects, rodents and/or the operations of machinery (including aircraft) during any 24 hour period. One or more of the inconveniences described may occur as a result of agricultural operations which are in compliance with existing laws and regulations and accepted customs and standards. If you live near an agricultural area, you should be prepared to accept such inconveniences or discomfort as a normal and necessary aspect of living in an area with a strong rural character and an active agricultural sector. Lawful ground rig or aerial application of pesticides, herbicides and fertilizers occur in farming operations. Should you be concerned about spraying, you may contact the Stanislaus County Agricultural Commission.</p> <p>The City of Hughson Right to Farm Ordinance does not exempt farmers, agricultural processors or others from compliance with law. Should a farmer, agricultural processor or other person not comply with appropriate State, federal or local laws, legal recourse is possible by, among other ways, contacting the appropriate agency. This Right to Farm Deed Restriction shall be included in all subsequent deeds and leases for this property until such time as the City Council shall determine that such a restriction is no longer necessary."</p> <p>Additionally, every transferor of property subject to the notice recorded pursuant to subsection C of Section 17.03.064 shall provide to any transferee in writing the notice of right to farm recited below. The notice of right to farm shall be contained in each offer for sale, counter offer for sale, agreement of sale, lease, lease with an option to purchase, deposit receipt, exchange agreement, rental agreement, or any other form of agreement or contract for</p>	City of Hughson Community Development Department	Prior to the approval of the Tentative Map for the project	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p><i>the transfer of property; provided, that the notice need be given only once in any transaction. The transferor shall acknowledge delivery of the notice and the transferee shall acknowledge receipt of the notice.</i></p> <p><i>The form of notice of right to farm is as follows:</i></p> <p><i>“NOTICE OF RIGHT TO FARM</i></p> <p><i>Properly conducted agricultural operations are permitted within Stanislaus County and within the City of Hughson Sphere of Influence. You are hereby notified that the property you are purchasing/leasing/renting is in an agricultural area. You may be subject to inconvenience or discomfort from lawful agricultural or agricultural processing facilities operations. Discomfort and inconvenience may include, but are not limited to, noise, odors, fumes, dust, smoke, burning, vibrations, insects, rodents and/or the operation of machinery (including aircraft) during any 24 hour period. One or more of the inconveniences described may occur as a result of agricultural operations which are in compliance with existing laws and regulations and accepted customs and standards. If you live near an agricultural area, you should be prepared to accept such inconveniences or discomfort as a normal and necessary aspect of living in an area with a strong rural character and an active agricultural sector. Lawful ground rig or aerial application of pesticides, herbicides and fertilizers occur in farming operations. Should you be concerned about spraying, you may contact the Stanislaus County Agricultural Commission.</i></p> <p><i>The City of Hughson Right to Farm Ordinance does not exempt farmers, agricultural processors or others from compliance with law. Should a farmer, agricultural processor or other person not comply with appropriate state, federal or local laws, legal recourse is possible by, among other ways, contacting the appropriate agency. This notification is given in compliance with Hughson Municipal Code Section 17.03.064. By initialing below, you are acknowledging receipt of this notification.</i></p> <p>_____</p> <p><i>Transferor’s Initials Transferor’s Initials”</i></p>			
AIR QUALITY				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<p>Mitigation Measure AIR-1: <i>Prior to the commencement of construction activities for each phase of the project, the project proponent shall prepare and submit a Dust Control Plan that meets all of the applicable requirements of APCD Rule 8021, Section 6.3, for the review and approval of the APCD Air</i></p>	SJVAPCD Air Pollution Control Officer	Prior to the commencement of construction	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p><i>g. Limit traffic speeds on unpaved roads to 5 mph; and</i></p> <p><i>h. Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent.</i></p> <p>Mitigation Measure AIR-4: Architectural coatings applied to all structures in the project site shall meet or exceed volatile organic compound (VOC) standards set in APCD Rule 4601. The project applicant shall submit to the APCD a list of architectural coatings to be used and shall indicate how the coatings meet or exceed VOC standards. If the APCD determines that any architectural coatings do not meet VOC standards, the project applicant shall replace the identified coatings with those that meet standards.</p> <p>Mitigation Measure AIR-5: Asphalt paving shall be applied in accordance with APCD Rule 4641. This rule applies to the manufacture and use of cutback asphalt, slow cure asphalt and emulsified asphalt for paving and maintenance operations.</p> <p>Mitigation Measure AIR-6: Prior to final approval of improvement plans for each phase of the project, the project proponent shall submit an Air Impact Assessment (AIA) application to the San Joaquin Valley Air Pollution Control District for District Rule 9510 Indirect Source Review (ISR) to obtain AIA approval from the District for the phase or project component that is to be constructed. Prior to the issuance of a building permit of each individual phase or project component, the project proponent shall incorporate mitigation measures into the proposed project and demonstrate compliance with District Rule 9510 including payment of all fees.</p>	<p>SJVAPCD Air Pollution Control Officer</p> <p>SJVAPCD Air Pollution Control Officer</p> <p>SJVAPCD</p>	<p>During all construction activities</p> <p>During all construction activities</p> <p>Prior to final approval of improvement plans for each phase of the project</p>	
BIOLOGICAL RESOURCES				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<p>Mitigation Measure BIO-1: The project proponent shall implement the following measures to avoid or minimize impacts on Swainson's hawk:</p> <ul style="list-style-type: none"> No more than 30 days before the commencement of construction, a qualified avian biologist shall perform preconstruction surveys for nesting Swainson's hawk and other raptors during the nesting season (February 1 through August 31). Appropriate buffers shall be established and maintained around active nest sites during construction activities to avoid nest failure as a result of project activities. The appropriate size and shape of the buffers shall be determined by a qualified avian biologist, in coordination with CDFW, and may vary depending on the nest location, nest stage, and construction activity. The buffers may be 	City of Hughson Community Development Department	No more than 30 days before the commencement of construction	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p><i>adjusted if a qualified avian biologist determines it would not be likely to adversely affect the nest. Monitoring shall be conducted to confirm that project activity is not resulting in detectable adverse effects on nesting birds or their young. No project activity shall commence within the buffer areas until a qualified avian biologist has determined that the young have fledged or the nest site is otherwise no longer in use.</i></p> <ul style="list-style-type: none"> <i>Before the commencement of construction, the project proponent shall provide compensatory mitigation for the permanent loss of Swainson's hawk foraging habitat. Mitigation shall be at the CDFW specified ratios, which are based on distance to nests. The Plan Area's distance to the closest nest falls within the range of "within 5 miles of an active nest tree but greater than 1 mile from the nest tree." As such, the Project shall be responsible for 0.75 acres of each acre of urban development authorized (0-75:1 ratio). The project proponent shall either provide lands protected through fee title acquisition or conservation easement (acceptable to the CDFW) on agricultural lands or other suitable habitats which provide foraging habitat for Swainson's hawk.</i> <p>Mitigation Measure BIO-2: <i>The project proponent shall implement the following measure to avoid or minimize impacts on other protected bird species that may occur on the site:</i></p> <ul style="list-style-type: none"> <i>Preconstruction surveys for active nests of special-status birds shall be conducted by a qualified avian biologist in all areas of suitable habitat within 500 feet of project disturbance. Surveys shall be conducted within 14 days before commencement of any construction activities that occur during the nesting season (February 15 to August 31) in a given area.</i> <i>If any active nests, or behaviors indicating that active nests are present, are observed, appropriate buffers around the nest sites shall be determined by a qualified avian biologist to avoid nest failure resulting from project activities. The size of the buffer shall depend on the species, nest location, nest stage, and specific construction activities to be performed while the nest is active. The buffers may be adjusted if a qualified avian biologist determines it would not be likely to adversely affect the nest. If buffers are adjusted, monitoring will be conducted to confirm that project activity is not resulting in detectable adverse effects on nesting birds or their young. No project activity shall commence within the buffer areas until a qualified avian biologist has determined that the young have fledged or the nest site is otherwise no longer in use.</i> 	City of Hughson Community Development Department	Within 14 days before commencement of any construction activities that occur during the nesting season (February 15 to August 31) in a given area	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<p>Mitigation Measure BIO-3: Prior to approval of any street improvements, the project applicant shall pay to the City the total costs of all the trees, pursuant to Section 12.30.060 of the Municipal Code. The City shall plant the trees at the proper time. Watering and care of the trees thereafter shall be the responsibilities of the applicant or the purchasers of the property. Additionally, pursuant to Section 17.03.092 of the Municipal Code, the project applicant shall not plant trees or shrubs in any street tree area or other public place without permission of the planning officer.</p> <p>Further, the project applicant shall submit a tree survey to the City, pursuant to Section 17.03.092(E). The location, size, accurate driplines and species of existing trees shall be shown on the tree survey in the same scale as development plans submitted for development review. All trees proposed for removal shall be identified. If there is disturbance proposed within the dripline of a significant tree, a certified arborist's assessment and protection measures shall be provided. If significant trees are proposed for removal, the applicant shall replace them with trees whose size, number, and planting location shall be determined by the planning officer before final occupancy is granted to any new residents. The size and age of the tree shall be used to determine how many new trees shall be substituted for the removed tree but, at a minimum, three new trees shall replace one tree removed. The ratio may be increased at the discretion of the planning officer.</p> <p>Where orchard trees are to be cut down, removed, or relocated as part of new development, the planning commission or planning officer shall require the retention of selected orchard trees within the proposed subdivision that are representative of the land's agricultural heritage. For orchards in productive use for at least five years prior to the new development, a minimum of 10 percent of the existing orchard trees shall be preserved. This shall be determined by the planning officer.</p>	City of Hughson Community Development Department	Prior to the approval of any street improvements	
CULTURAL RESOURCES				
<p>a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?</p> <p>b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?</p>	<p>Mitigation Measure CUL-1: If cultural resources (i.e., prehistoric sites, historic sites, isolated artifacts/features, and paleontological sites) are discovered, work shall be halted immediately within 50 meters (165 feet) of the discovery, the City of Hughson shall be notified, and a qualified archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology (or a qualified paleontologist in the event paleontological resources are found) shall be retained to determine the significance of the discovery. The City of Hughson shall consider recommendations presented by the professional for any unanticipated discoveries and shall carry out the measures deemed feasible and appropriate. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate</p>	City of Hughson Community Development Department Qualified archaeologist	If cultural resources (i.e., prehistoric sites, historic sites, isolated artifacts / features, and paleontological sites) are discovered	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>measures. Specific measures are developed based on the significance of the find.</i>			
c) Disturb any human remains, including those interred outside of formal cemeteries?	Mitigation Measure CUL-2: <i>If any human remains are found during grading and construction activities, all work shall be halted immediately within 50 meters (165 feet) of the discovery and the County Coroner must be notified, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the coroner shall notify the Native American Heritage Commission, and the procedures outlined in CEQA Section 15064.5(d) and (e) shall be followed. Additionally, if the Native American resources are identified, a Native American monitor, following the Guidelines for Monitors/Consultants of Native American Cultural, Religious, and Burial Sites established by the Native American Heritage Commission, may also be required and, if required, shall be retained at the applicant's expense.</i>	Stanislaus County Coroner Native American Heritage Commission	If any human remains are found during grading and construction activities	
GEOLOGY AND SOILS				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: iii) Seismic-related ground failure, including liquefaction? c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	Mitigation Measure GEO-1: <i>Prior to issuance of any building permits, the developer shall be required to submit building plans to the City of Hughson for review and approval. The building plans shall also comply with all applicable requirements of the most recent California Building Standards Code. All on-site soil engineering activities shall be conducted under the supervision of a licensed geotechnical engineer or certified engineering geologist.</i>	City of Hughson Building Division	Prior to issuance of any building permits	
b) Result in substantial soil erosion or the loss of topsoil?	Mitigation Measure GEO-2: <i>The project applicant shall submit a Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) to the RWQCB in accordance with the NPDES General Construction Permit requirements. The SWPPP shall be designed to control pollutant discharges utilizing Best Management Practices (BMPs) and technology to reduce erosion and sediments. BMPs may consist of a wide variety of measures taken to reduce</i>	City of Hughson Community Development Department Central Valley Regional Water	Prior to earthmoving activities	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>pollutants in stormwater runoff from the project site. Measures shall include temporary erosion control measures (such as silt fences, staked straw bales/wattles, silt/sediment basins and traps, check dams, geofabric, sandbag dikes, and temporary revegetation or other ground cover) that will be employed to control erosion from disturbed areas. Final selection of BMPs will be subject to approval by the City of Hughson and the RWQCB. The SWPPP will be kept on site during construction activity and will be made available upon request to representatives of the RWQCB.</i>	Quality Control Board		
HYDROLOGY AND WATER QUALITY				
<p>c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:</p> <p>(i) Result in substantial erosion or siltation on- or off-site;</p> <p>(ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;</p> <p>(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or</p> <p>(iv) Impede or redirect flood flows?</p> <p>e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?</p>	<p>Mitigation Measure HYDRO-1: <i>The Stormwater Management Plan shall be designed and engineered to ensure that post-project runoff is equal to or less than pre-project runoff. The Plan shall be consistent with Section 7 of the City's Improvement Standards, which establish minimum storm water management requirements and controls. According to the standards, storm drain discharges must include stormwater quality control measures, and stormwater generated must be adequately treated before discharge. The applicant shall provide the City Engineer with all stormwater runoff calculations with the improvement plan submittal.</i></p>	City of Hughson Engineer	With improvement plan submittal	
NOISE				
a) Generation of a substantial temporary or permanent	<p>Mitigation Measure NOI-1: <i>To reduce potential construction noise impacts during project construction, the following multi-part mitigation measure</i></p>	City of Hughson Public Works	Prior to approval of	

<i>ENVIRONMENTAL IMPACT</i>	<i>MITIGATION MEASURE</i>	<i>MONITORING RESPONSIBILITY</i>	<i>TIMING</i>	<i>VERIFICATION (DATE/INITIALS)</i>
increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? b) Generation of excessive groundborne vibration or groundborne noise levels?	<p><i>shall be implemented for the project:</i></p> <ul style="list-style-type: none"> <i>All construction equipment powered by internal combustion engines shall be properly muffled and maintained.</i> <i>Quiet construction equipment, particularly air compressors, shall be selected whenever possible.</i> <i>All stationery noise-generating construction equipment such as tree grinders and air compressors shall be located as far as is practical from existing residences. In addition, the project contractor shall place such stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.</i> <i>Unnecessary idling of internal combustion engines is prohibited.</i> <i>The construction contractor shall, to the maximum extent practical, locate on-site equipment staging areas so as to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction.</i> <i>Construction shall be limited to 7 AM to 7 PM on weekdays and 8 AM to 4 PM on Saturdays with no work allowed on Sundays unless otherwise authorized by the City in writing.</i> <p><i>This requirement shall be noted in the improvement plans prior to approval by the City's Public Works Department.</i></p> <p>Mitigation Measure NOI-2: <i>Any compaction required less than 26 feet from the adjacent residential structures shall be accomplished by using static drum rollers, which use weight instead of vibrations to achieve soil compaction. As an alternative to this requirement, pre-construction crack documentation and construction vibration monitoring shall be conducted to ensure that construction vibrations do not cause damage to any adjacent structures. These requirements shall be included in the improvements plans prior to their approval by the City's Public Works Department.</i></p>	Department	improvement plans for the project	
		City of Hughson Public Works Department	Prior to approval of improvement plans for the project	
TRIBAL CULTURAL RESOURCES				
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms	Mitigation Measure TRIBAL-1: <i>If cultural resources are discovered during project-related construction activities, all ground disturbances within a minimum of 50 feet of the find shall be halted until a qualified professional archaeologist can evaluate the discovery. The archaeologist shall examine the resources, assess their significance, and recommend appropriate procedures to the lead agency to either further investigate or mitigate adverse impacts. If</i>	City of Hughson Community Development Department Qualified archaeologist	If cultural resources are discovered during project-related construction activities	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
<p>of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:</p> <p>a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?</p> <p>b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resources to a California Native American tribe.</p>	<p><i>the find is determined by the lead agency in consultation with the Native American tribe traditionally and culturally affiliated with the geographic area of the project site to be a tribal cultural resource and the discovered archaeological resource cannot be avoided, then applicable mitigation measures for the resource shall be discussed with the geographically affiliated tribe. Applicable mitigation measures that also take into account the cultural values and meaning of the discovered tribal cultural resource, including confidentiality if requested by the tribe, shall be completed (e.g., preservation in place, data recovery program pursuant to PRC §21083.2[i]). During evaluation or mitigative treatment, ground disturbance and construction work could continue on other parts of the project site.</i></p>			

EXHIBIT F
DEVELOPMENT IMPACT FEES

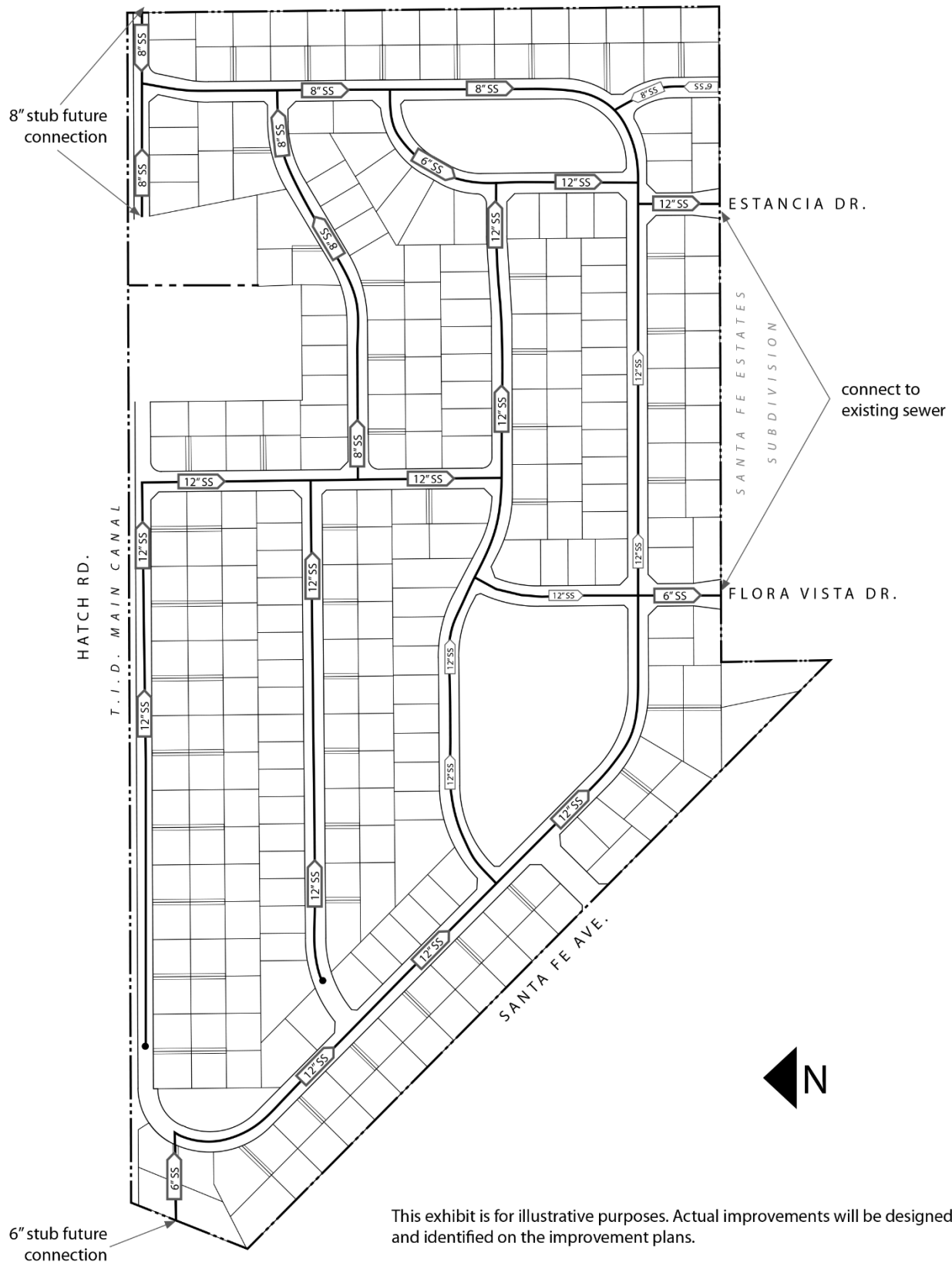
EXHIBIT F
Development Impact Fees (DIF)

1) Public Facility Fee	\$3,050.00
2) Storm Drain Fee	\$2,814.00
3) Sewer Fee	\$13,755.00
4) Water Fee	\$8,119.00
5) Construction Water Fee	\$155.00
6) Street Fee	\$4,101.00
7) Park Development Fee	\$2,667.00*
8) Park In-Lieu Fee	\$0.00**
9) Community Enhancement	\$1,008.00
10) Misc. Fees (Average)	\$42.00
11) Downtown Revitalization Fee (DRF)	\$750.00
Total	\$36,461.00

* Pursuant to Section 6.05(d)(2) of the Development Agreement, Developer may receive a maximum credit of \$797,433.00 (299 Residential lots x \$2,667.00 = \$797,433.00) for the identified infrastructure improvements.

** The Park-in-lieu fee has been satisfied by dedication of parkland.

EXHIBIT G
WATER SEWER AND STORM DRAIN



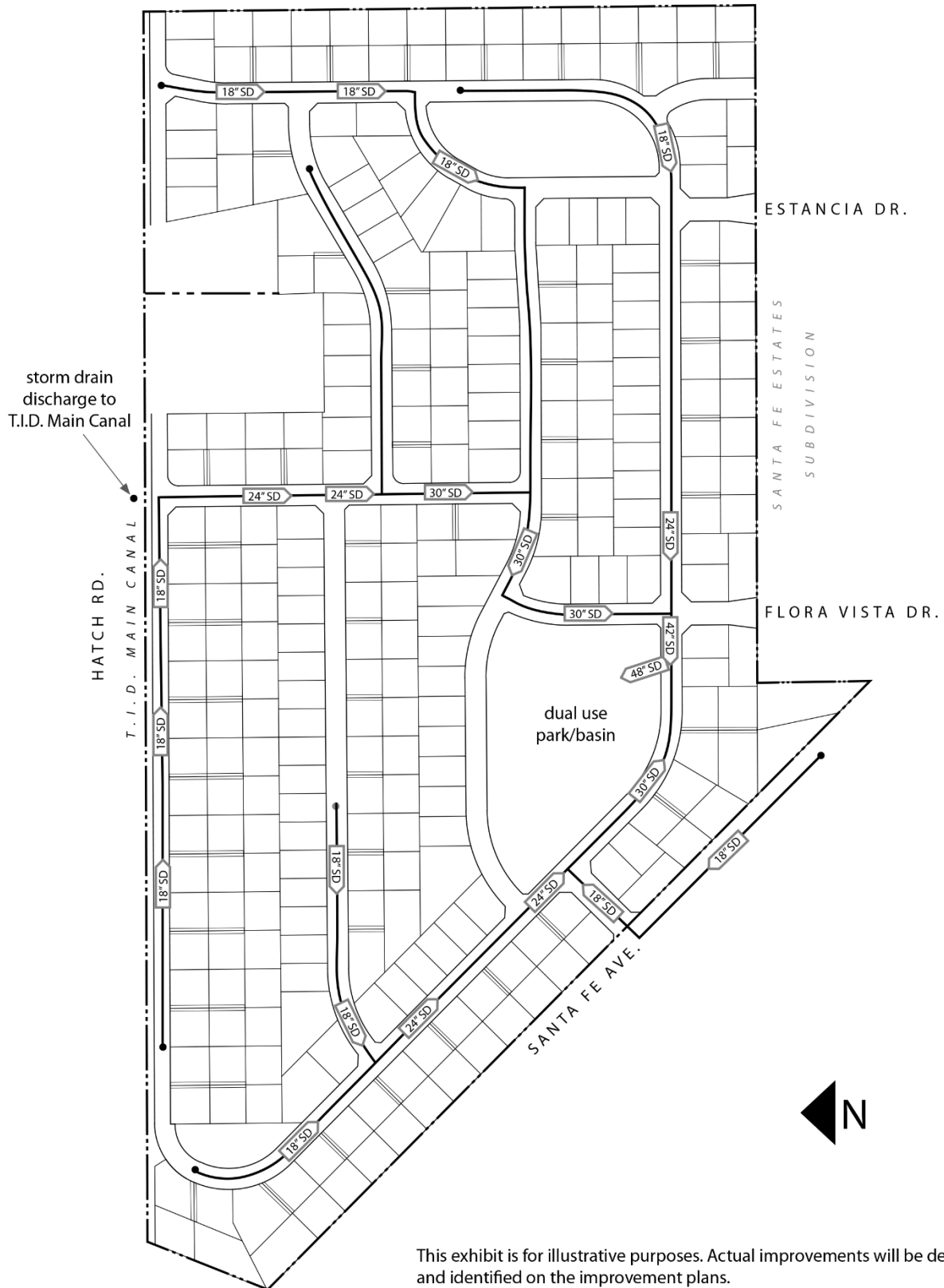
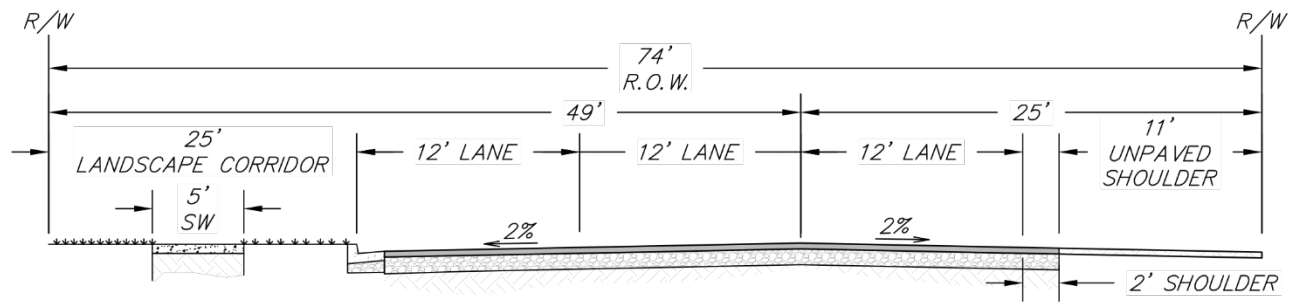
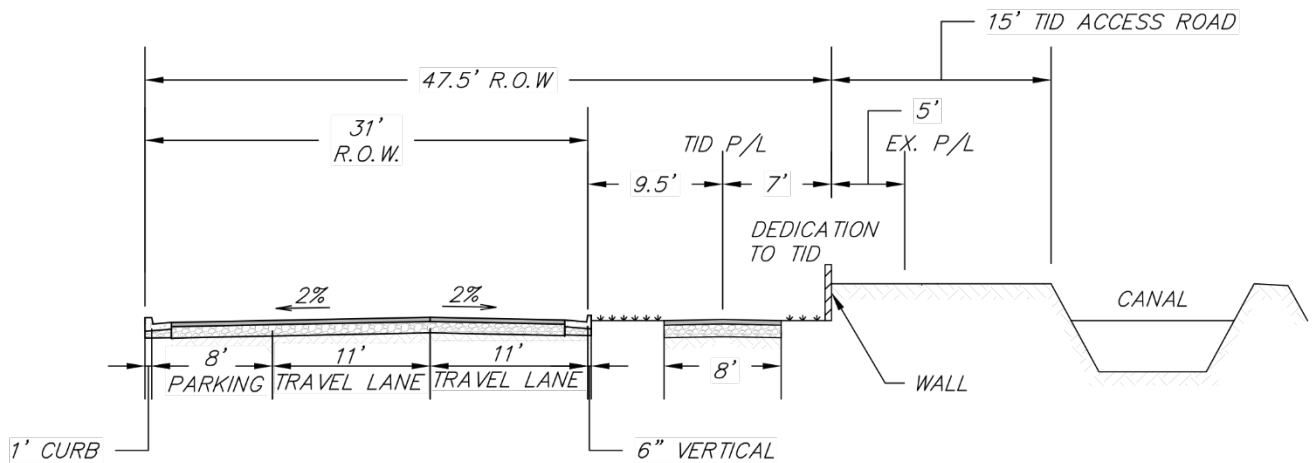


EXHIBIT H
STREET CROSS SECTIONS



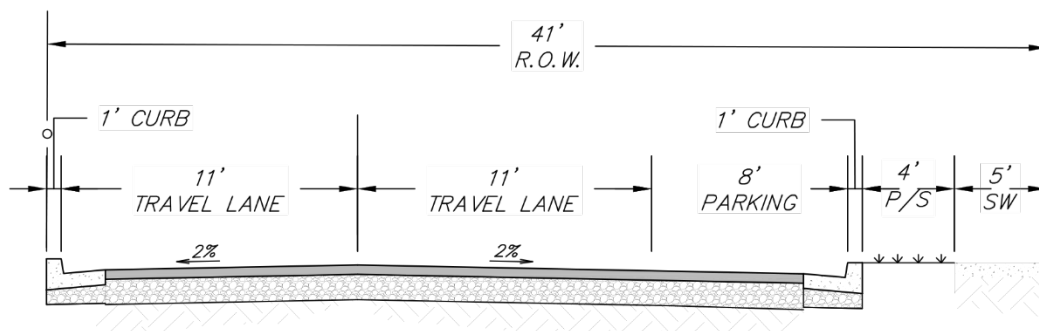
SANTA FE AVENUE

N.T.S.



ROAD ADJACENT TO CANAL

N.T.S.



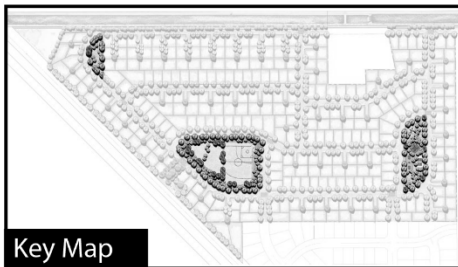
INTERNAL LOCAL STREET

N.T.S.



BIKE TRAIL

EXHIBIT I
PARK AMENITIES



PARK A

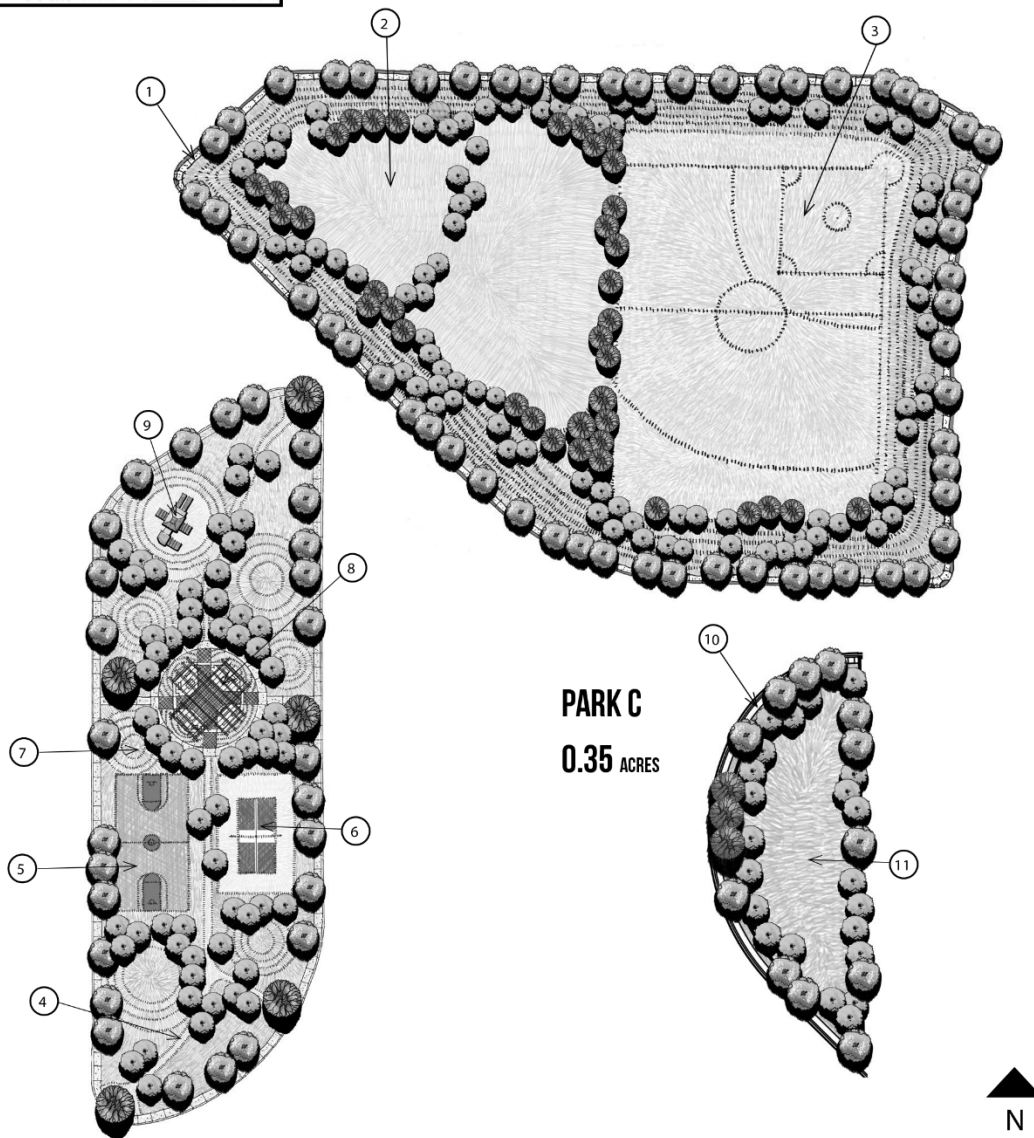
3.20 ACRES

PARK B

1.33 ACRES

PARK C

0.35 ACRES

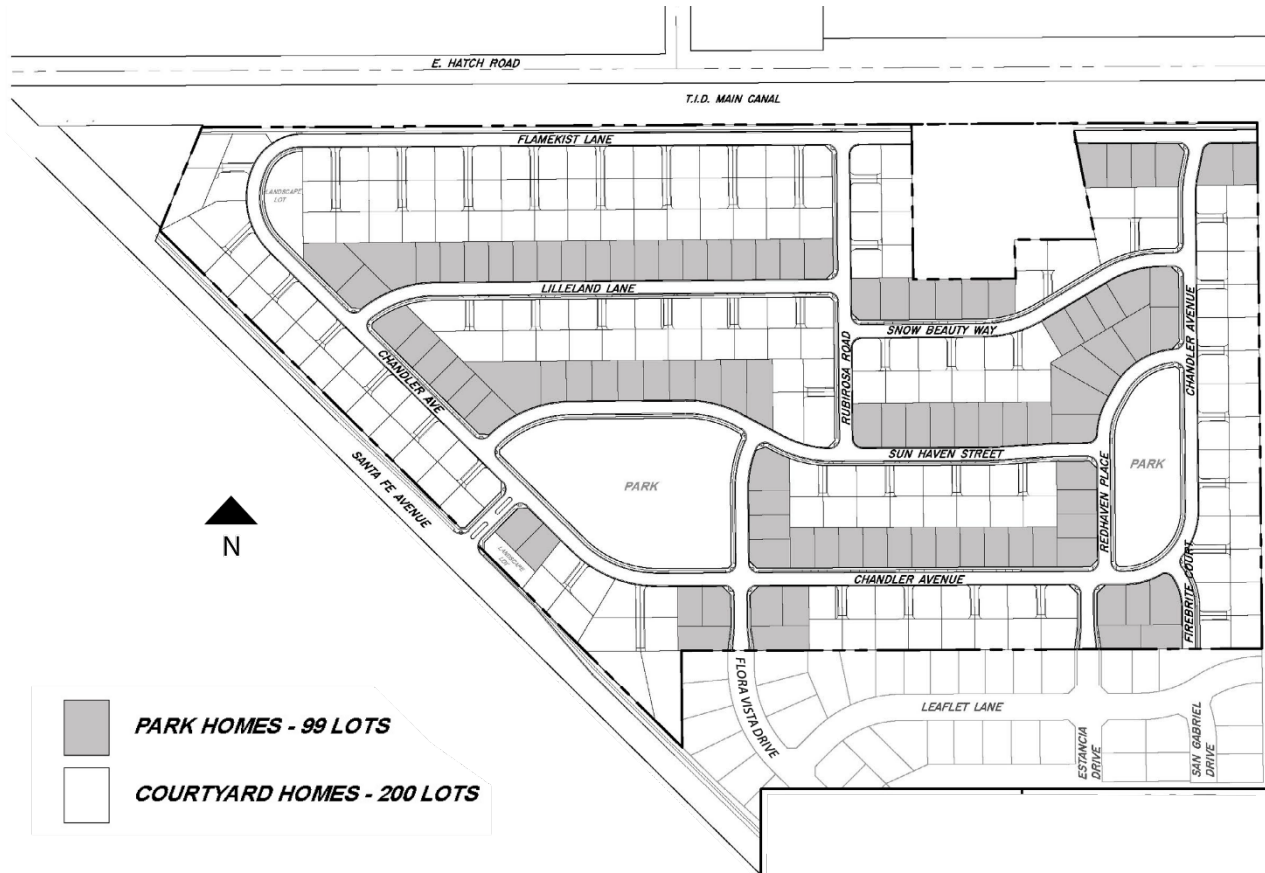


LEGEND

- | | |
|-------------------------------------|--|
| 1. Neighborhood Connecting Sidewalk | 7. Turf Mounding & Seat Walls |
| 2. Dog Park(s) | 8. Paved Seating Area w/ BBQ's & Picnic Tables |
| 3. Open Turf Playfield | 9. Children's Playground Equipment |
| 4. Neighborhood Connecting Path | 10. Neighborhood Connecting Sidewalk |
| 5. Basketball Court | 11. Open Turf Playfield |
| 6. Pickle ball Court/Volleyball | |

NOTE: Images are for illustrative purposes to provide character to the overall project. Developer may propose alternative designs that provide similar character subject to approval by the Community Development Director.

EXHIBIT J-1 & J-2
DEVELOPMENT STANDARDS



DEVELOPMENT STANDARDS

Permitted Uses: Uses allowed under the R-2 Zoning District as outlined in Chapter 17.02.032 of the Hughson Municipal Code

Density: 5.1 to 14.0 dwelling units per acre

Setbacks: See next page for Typical Building Envelopes

Minimum Lot Size: Interior Lot - 5,000 S.F. Corner Lot - 5,500 S.F.

Minimum Lot Width: Interior Lot - 55 Feet Corner Lot - 65 Feet or 5,500 S.F.

Lot Coverage: 55% (Portion of lot occupied by structures excepting paved areas & swimming pools)

Length of Driveway: 20 Feet - The vehicle opening of any structure shall be no closer than twenty feet to the property line towards which the opening faces

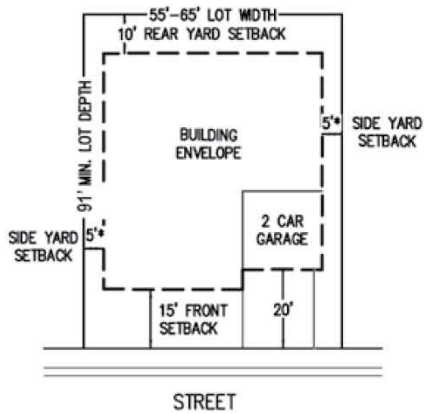
Height Limit: 35 Feet - See Chapter 17.03.020(B) of the Hughson Municipal Code for height limit exceptions

Architecture: Design Review Committee Approval is required prior to construction of any new dwelling in order to ensure an attractive development

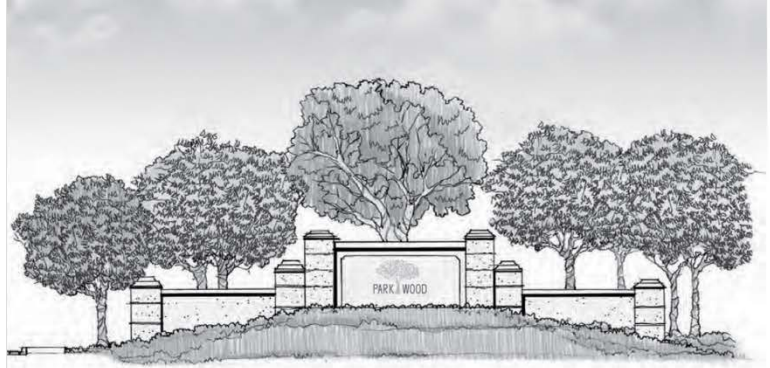
Parking: Per the requirements of Chapter 17.03.060 (Parking) of the Hughson Municipal Code

Signs, Lighting & Landscaping: Per the requirements of the Hughson Municipal Code - Type and Style of Lighting and Signage to be equal to or similar to the examples on Sheet 2

PARK HOMES
SETBACKS & BUILDING ENVELOPE

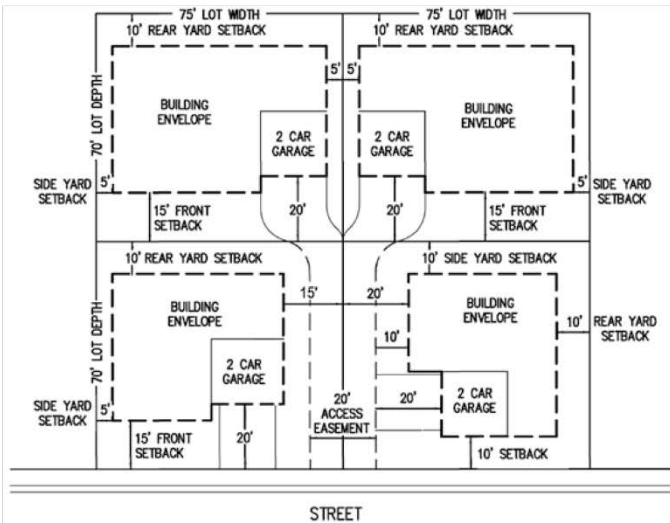


* STREET SIDE CORNER LOT 10' SIDEYARD SETBACK



ENTRYWAY MONUMENT SIGN
SANTA FE AVENUE ENTRANCE

COURTYARD HOMES
SETBACKS & BUILDING ENVELOPE



**DECORATIVE STOP SIGN
& STREET SIGNAGE**



**DECORATIVE STREET
SIGNAGE**



**DECORATIVE STREET
LIGHTING**

NOTE: Images are for illustrative purposes to provide character to the overall project. Developer may propose alternative designs that provide similar character subject to approval by the Community Development Director.

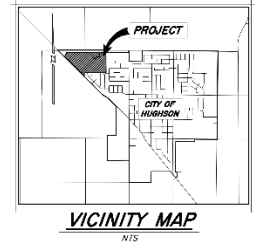
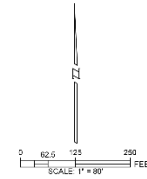
EXHIBIT K
VESTING TENTATIVE SUBDIVISION MAP

TABLE - PRIVATE ROADS AND OPEN SPACES AND
CORRESPONDING LOT NUMBER

NAME	LOT
PARK/OPEN SPACE	A,B,C,D
CHANDLER AVE	F,M,P
ESTANOLA DR	Q
FIREWIRE CT	R
FLAMINGO LN	E,H
FLORA VISTA DR	I,J
LILLEDAL LN	G
RUBENOSA RD	K
RED HAVEN PL	O
SNOW BEAUTY WAY	L
SUN HAVEN ST	H
TOTAL LOT COUNT	19

PARKWOOD **VESTING TENTATIVE SUBDIVISION MAP** **HUGHSON, CALIFORNIA**

BEING A PORTION OF NORTH WEST QUARTER OF SECTION 9,
TOWNSHIP 4 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN
COUNTY OF STANISLAUS, STATE OF CALIFORNIA



GENERAL NOTES

1. PROPERTY LOCATION: HUGHSON, CALIFORNIA 95526
2. ASSessor's PARCEL NUMBERS: 018-017-002, 018-017-010 & 018-017-014
3. PROJECT AREA: 56.04 ± ACRES
4. EXISTING USE: AGRICULTURE
5. PROPOSED USE: PLANNED DEVELOPMENT SINGLE-FAMILY RESIDENTIAL, PARKS AND OPEN SPACE
6. EXISTING ZONING: R-1, R-2 & C-2
7. PROPOSED ZONING: R-2 MEDIUM DENSITY RESIDENTIAL WITH A PLANNED DEVELOPMENT OVERLAY
8. NUMBER OF RESIDENTIAL LOTS: 299
9. SANITARY SEWER: CITY OF HUGHSON - CONNECT TO EXISTING SEWER SYSTEM
10. STORM DRAIN: CITY OF HUGHSON - DETENTION BASIN AND DISCHARGE TO TID CANAL
11. WATER SERVICE: CITY OF HUGHSON - CONNECT TO EXISTING WATER SYSTEM
12. ELECTRICAL: TURNER IRRIGATION DISTRICT (TID)
13. GAS SERVICE: PACIFIC GAS & ELECTRIC
14. TELEPHONE SERVICE: SBC
15. FIRE PROTECTION: HUGHSON FIRE PROTECTION DISTRICT
16. SCHOOL DISTRICT: HUGHSON UNIFIED SCHOOL DISTRICT
17. FLOOD ZONE: ZONE X - OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN
18. ALL IMPROVEMENTS SHALL BE CONSTRUCTED AS PER THE CITY OF HUGHSON STANDARD SPECIFICATIONS
19. ALL EXISTING EASEMENTS IN CONFLICT WITH NEW DEVELOPMENT TO BE ABANDONED AND/OR RELOCATED
20. EXISTING STRUCTURES WITHIN THE PROJECT BOUNDARY SHALL BE REMOVED ACCORDINGLY
21. EXISTING CONTOURS ARE SHOWN AT 2' INTERVALS AND WERE DEVELOPED FROM A PRELIMINARY TOPOGRAPHY SURVEY PREPARED BY MVE
22. THE SUBDIVIDER HEREBY RESERVES THE RIGHT TO FILE "MULTIPLE FINAL MAPS" AS SET FORTH BY THE SUBDIVISION MAP ACT, ARTICLE 4, SECTION 64461.1
23. A PUE WILL BE DEDICATED ALONG ALL STREET, LANE AND COURT FRONTS FOR ELECTRICAL, GAS, TELECOMMUNICATIONS AND CABLE FACILITIES. ALL IMPROVEMENTS SHALL BE CONSTRUCTED AS PER THE CITY OF HUGHSON STANDARD SPECIFICATIONS
24. STREET LIGHTING SHALL BE INSTALLED AS PER DECORATIVE LIGHTING DESIGN AND CITY SPECIFICATION AS APPLICABLE
25. TOTAL NO. OF LOTS: 317 LOTS. LOT A AND LOT B TO BE DEDICATED TO THE CITY OF HUGHSON AS PARK USE. LOTS C THROUGH R TO BE DEDICATED TO AND MAINTAINED BY A HOA.
26. ALL NEW PUBLIC UTILITIES SHALL BE INSTALLED UNDERGROUND WITHIN THE CITY RIGHT-OF-WAY OR WITHIN A PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY. NO UNDERGROUNDING OF EXISTING UTILITIES WILL BE REQUIRED ALONG THE TID CANAL OR ALONG SANTA FE AVENUE
27. THE PROPERTY LINE DISTANCES AND BEARINGS AND ALL OTHER DIMENSIONS SHOWN ON THIS MAP WERE COMPILED BY TITLE REPORT DATA, RECORD MAPS, DEEDS AND STANISLAUS COUNTY RECORDS AND DOES NOT REFLECT AN ACTUAL BOUNDARY SURVEY
28. SANTA FE AVENUE IMPROVEMENTS AND RIGHT-OF-WAY TO BE DEDICATED TO THE CITY OF HUGHSON
29. ALL PRIVATE STREETS TO HAVE A P.U.E. OVERLAY FOR PUBLIC UTILITIES

REGULATORY AGENCY

CITY OF HUGHSON
7014 PINE STREET
HUGHSON, CA 95526
PH: (209) 883-4054

PROPERTY OWNER / SUBDIVIDER

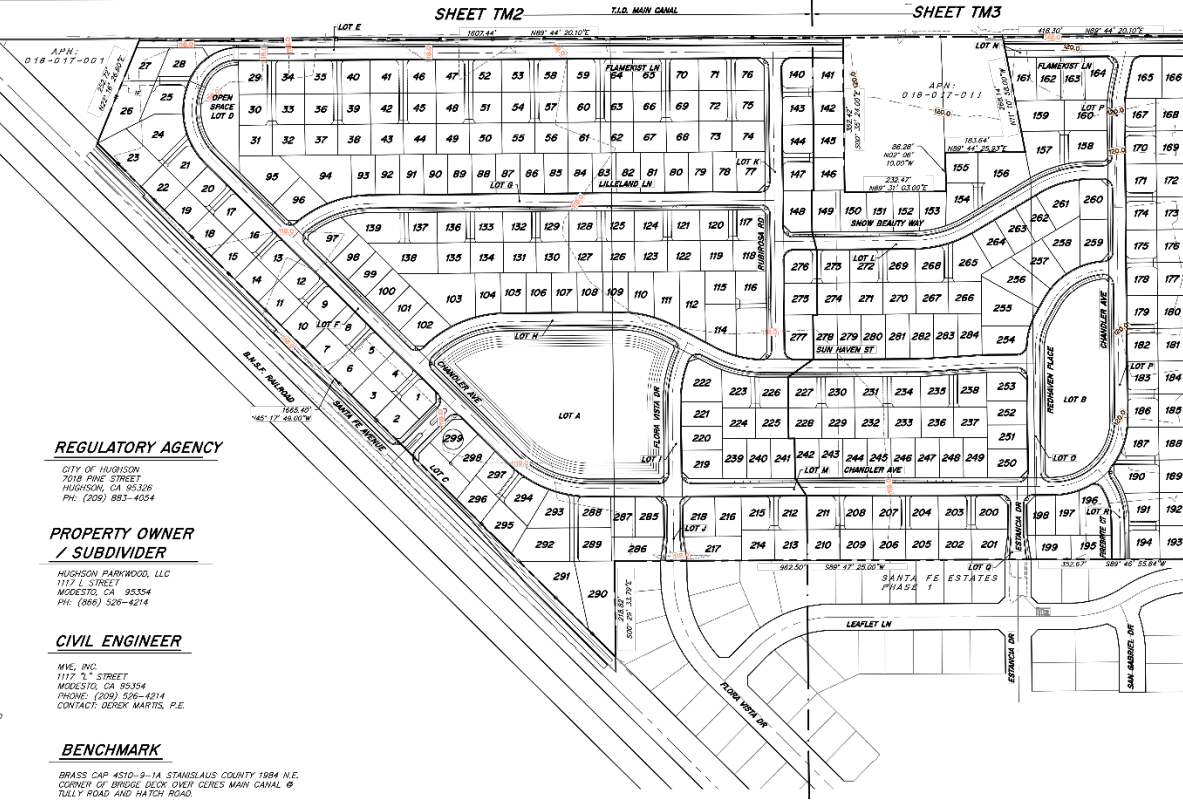
HUGHSON PARKWOOD, LLC
1117 L STREET
MODESTO, CA 95354
PH: (866) 526-4214

CIVIL ENGINEER

MVE, INC.
1117 L STREET
MODESTO, CA 95354
PHONE: (209) 526-4214
CONTACT: GREG MARRIS, P.E.

BENCHMARK

BRASS CAP 4510-9-1A STANISLAUS COUNTY 1984 N.E.
CORNER OF BRIDGE DECK OVER COLE'S MAIN CANAL @
TULLY ROAD AND HATCH ROAD
ELEVATION = 124.96, CITY OF HUGHSON DATA



LEGEND

- - - 10' - - - EXISTING CONTOURS (MAJOR)
- - - 10' - - - EXISTING CONTOURS (MINOR)
- - - 10' - - - EXISTING EASEMENTS
- - - 10' - - - EXISTING WATER LINES
- - - 10' - - - EXISTING STORM LINES
- - - 10' - - - EXISTING SEWER LINES
- - - 10' - - - EXISTING OVERHEAD LINES
- - - 10' - - - EXISTING GAS LINES
- - - 10' - - - PROPOSED EASEMENTS
- - - 10' - - - PROPOSED LOT LINES
- - - 10' - - - PROJECT BOUNDARY

Drawn By	NO.	DATE	REVISIONS ISSUED FOR	BY
Issue Date: 4/26/2020				
Job No.: NC18039				
Checked: DAM				
Design By: TL				

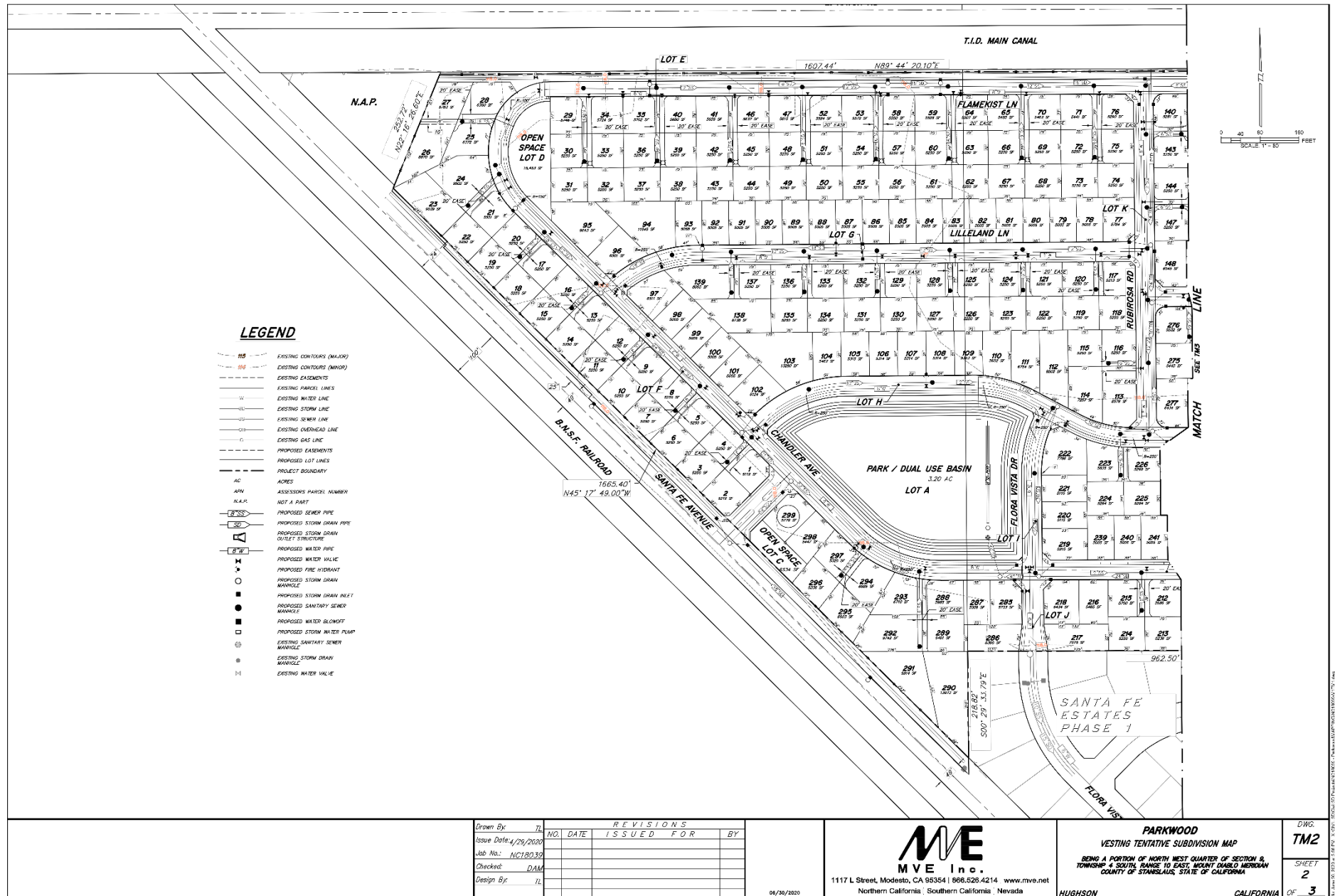
06/30/2020

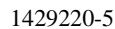


1117 L Street, Modesto, CA 95354 | 866.526.4214 | www.mve.net
Northern California | Southern California | Nevada

PARKWOOD
VESTING TENTATIVE SUBDIVISION MAP
BEING A PORTION OF NORTH WEST QUARTER OF SECTION 9,
TOWNSHIP 4 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN
COUNTY OF STANISLAUS, STATE OF CALIFORNIA
HUGHSON
CALIFORNIA

DWG:
TM1
SHEET
1
OF
3







CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: September 14, 2020
Subject: Review and Award the Business Relief Grants and Authorize the City Manager to sign the Business Relief Program Grant Agreement with each Local Business that is Awarded Funds
Presented By: Lea Simvoulakis, Community Development Director
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

Review and award the Business Relief Grants and authorize the City Manager to sign the individual Business Relief Grant agreements with each local business that is awarded funds.

Background:

At the July 27, 2020 City Council meeting the City Manager presented the Business Relief Program to the Council as part of the City's expenditure plan for funds received by Stanislaus County as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Stanislaus County received \$96,085,924 of the \$150 billion in CARES Act CRF funds and at the Board of Supervisor's June 23, 2020 meeting, the Board approved executing subrecipient agreements with the nine Stanislaus County incorporated cities to provide financial assistance due to the Public Health Emergency Response to COVID-19. Hughson was allocated \$156,286. In the City's recommended expenditure plan, \$50,000 was allocated for a Business Relief Program that would assist local businesses, within the City of Hughson boundaries, with projects that will allow them to continue operating within the current public health restrictions.

The application period for the Business Assistance program was from July 28, 2020-August 28, 2020. Businesses were asked to submit a request for funding with a project plan to the Community Development Director. Individual awards would be recommended to Council dependent on the number of businesses that applied. The City received fourteen applications. Of those applications, two were outside of city limits and therefore City staff are recommending not granting funding.

The following chart identifies the business that applied for the Business Relief Grant funds, the amount of money requested, the recommended award, and the general use for those funds (as identified by the applicant):

Business Name	Amount Requested	Recommended Award	Intended Use of Funds
Josephine's Specialties	\$5,000	\$4,100	Website development to support sales; rent
Finn's Barbershop	\$5,000	\$3,000	Requested supplies and rent
La Perla Tapatia	\$1,200	\$1,200	Outdoor seating tables and chairs
Simply Hair Boutique	\$5,000	\$3,100	Necessary equipment to perform nail care outside and hair care inside within guidelines
Cocos Taqueria	\$9,500	\$7,600	Building permit and plans for an outdoor patio
Get Fit 24/7	\$25,000	\$5,000	PPE equipment and cleaning supplies; security and fencing
Rico's Italian Pizza	\$9,800	\$5,000	Outdoor table and chairs, tents, generator, water coolers, PPE
P&P Subway, Inc.	\$50,000	\$5,000	Outdoor tables and chairs, PPE, signage
Save More Market	\$35,000	\$5,000	Monthly rent
Love and Style Boutique	\$20,000	\$5,000	PPE supplies, outdoor tables and racks, shipping costs to avoid in store contact
Jars of Delicious	\$5,000	\$2,500	New freezer to expand in-home and delivery operations
TOTAL	\$170,500	\$46,500	
Tribe Pilates and Fitness	\$5,000	\$3,500*	Funding for rent and PPE should indoor operation of gyms be permitted in the future
TOTAL	\$175,500	\$50,000	

*Recommend approving and holding funding until the Governor's Orders allow for gyms to be permitted to operate indoors. Funding only held through November 2020.

When considering how to allocate funds, City staff took into consideration what the applicant was hoping to accomplish with their funds. In some instances, restaurant owners requested funds to make sure they could provide a comfortable outdoor dining experience for patrons. Funds are recommended that would help businesses achieve this. With the new directive that hair salons can be open inside, staff took into consideration the change in need and tried to award adequate funds to assist the business to safely operate indoors. In the instances where the request was so large that very little could be done without the full requested amount of money, staff awarded a flat fee of \$5,000. These funds can be used to help purchase PPE equipment, cleaning supplies, and other incidentals that will help the business successfully operate within the Governor's orders during the remaining pandemic closure.

All expenses listed in the funding agreement must be expenses incurred between March 1, 2020 to November 30, 2020 in order to allow the City ample time to reimburse the Grantee by December 23, 2020.

Fiscal Impact:

The Business Relief Program is fully funded by CARES Act funding distributed by Stanislaus County to the nine incorporated Cities. There will be no General Funds expended on these grants. The funds provided to the businesses are grants and will not be paid back to the City. The business owner will sign an agreement indicating that they pledge to spend the money on appropriate items and submit receipts for the eligible expenses for reimbursement.



City of Hughson
Business Relief Program

7018 Pine St. | P.O. BOX 9

Hughson, CA 95326

Phone: 209.883.4054 Fax: 209.883.2638

The Business Relief Program will allow your business to remain open and continue operating within the State of California Governor's Executive Orders, California Department of Public Health Orders/Guidance, and Stanislaus County Public Health Officer's Orders/Guidance. **Application requesting funding must be received in office by August 28, 2020 at 5pm** (Individual awards are dependent on the number of business requests. Expenses must be between March 1, 2020– December 30, 2020.)

Business Name: Josephine's Specialties Business Phone: _____
Business Address: 2331 Charles st City/State/Zip: Hughson Ca 95126
Business Mailing Address: 2331 Charles st City/State/Zip: Hughson Ca 95126
Business Email Address: _____ Business Lic. Number: 000-000-2284

The Business must: (Please Initial Each)

- Be located within City of Hughson boundaries. JK
- Must possess a current city, county, or state license or permit to operate. JK
- Must not have record of current/prior engagement in any illegal activity per local, state, or federal regulations, with federal regulations taking precedence over local or state regulations. JK
- Has been in business since March 1, 2020. JK

The following businesses will not be considered eligible: lending and investment institutions, insurance companies, and corporate-owned national chain businesses/stores. JK

Funds may be used for project set up costs and operational needs such as, but not limited to payroll, lease/mortgage payments, materials, utilities, supplies and services. JK

Projected Cost: 5,000.00 Proposed Project: _____
A WEBSITE IS ABOUT 1,800.00
also NEED Help with my Rent \$875.00
and machine payments (equipment) used for my Business.

Explain how the Project will allow your business to continue operations within current Public Health Restrictions:

THE WEBSITE will Help me Reach more Customers our Business
has been Hit hard our SALES are mainly Sports teams, Setting up at
festivals, & Cheer leading. That was 85% of our Revenue
Im trying to reach out to differnt Clientele but Don't have a website or the
means to do it.

(Additional paper may be used if needed)

Have you applied for or received any other Grant Funding for this project/expenses? Yes: ☐ No: ☒

If yes, you must contact the City as soon as you are informed of the award.

I, Josephine Lopez certify that Josephine's Specialties will submit ALL receipts to the
Print Name of Business Owner Business Name
City of Hughson for reimbursement.

Signature of Business Owner: Josephine Lopez Date: 8/2/2020

I am looking for assistance with funds for a website. With doing this I will be able to expand my business as well as continue to stay in business due to covid-19. A website will allow a new cliental, not only locally but state wide.

I am also looking for funds to assist with my business rent. This is my space where I work as well as sell locally. I had expended my building rental around the time covid started allowing more space for growth. I plan to continue to grow but would like the assistance to continue this.

And lastly I am looking for assistance with the equipment used for my business. With growing my small business, more work requires more equipment and supplies. Due to covid, and with the closure of my business during a period of time, it has made funding to continue my small business a little more difficult.



City of Hughson
Business Relief Program

7018 Pine St. | P.O. BOX 9
Hughson, CA 95326
Phone: 209.883.4054 Fax: 209.883.2638

The Business Relief Program will allow your business to remain open and continue operating within the State of California Governor's Executive Orders, California Department of Public Health Orders/Guidance, and Stanislaus County Public Health Officer's Orders/Guidance. **Application requesting funding must be received in office by August 28, 2020 at 5pm.** (Individual awards are dependent on the number of business requests. Expenses must be between March 1, 2020– December 30, 2020.)

Business Name: <u>Finn's Barbershop</u>	Business Phone: <u> </u>
Business Address: <u>7017 Hughson Ave</u>	City/State/Zip: <u>Hughson, CA 95326</u>
Business Mailing Address: <u>PO Box 136</u>	City/State/Zip: <u>Hughson, CA 95326</u>
Business Email Address: <u> </u>	Business Lic. Number: <u>SEC 5419-0114</u>

The Business must: (Please Initial Each)

- Be located within City of Hughson boundaries. MR
- Must possess a current city, county, or state license or permit to operate. MR
- Must not have record of current/prior engagement in any illegal activity per local, state, or federal regulations, with federal regulations taking precedence over local or state regulations. MR
- Has been in business since March 1, 2020. MR

The following businesses will not be considered eligible: lending and investment institutions, insurance companies, and corporate-owned national chain businesses/stores. MR

Funds may be used for project set up costs and operational needs such as, but not limited to payroll, lease/mortgage payments, materials, utilities, supplies and services. MR

Projected Cost: 5,000 Proposed Project: Set up a tent outside (Alley) Back of my barbershop - fans, chairs, lease payments.

Explain how the Project will allow your business to continue operations within current Public Health Restrictions:

I would be able to conduct business under the governor's restrictions trying to accommodate as best I can my customers. I will also apply the grant to pay the Lease of the business.

Have you applied for or received any other Grant Funding for this project/expenses? Yes: ☐ No: ☒ (Additional paper may be used if needed)

If yes, you must contact the City as soon as you are informed of the award.

I, Mania Rivas certify that Finn's Barbershop will submit ALL receipts to the City of Hughson for reimbursement.
Print Name of Business Owner Business Name

Signature of Business Owner: Mania Rivas Date: 8/4/2020

Lea Simvoulakis

From: Mari RIVAS Rivass <mdrivas21@gmail.com>
Sent: Thursday, August 6, 2020 11:37 AM
To: Lea Simvoulakis
Subject: Re: Business Relief Fund

Good Morning Lea

The Items needed to follow the Government's guidance, to run my business properly are;

Canopy 1- 500
Fans 2- 200
Air purifier 1- 500
Chairs 4- 400
Extension cords , outlet 1 -100
Tables 2- 200
Mosquito net 1-100
Monthly Lease 1,000 3-Months

Thank You
Maria Rivas
Finn's Barbershop

On Thu, Aug 6, 2020 at 10:56 AM Lea Simvoulakis <lsimvoulakis@hughson.org> wrote:

Good Morning,

Thank you for your Business Relief application! We are hoping to award the funds by the first council meeting in September. I wanted to see if you could make a list of the items you need and the costs associated with them. For example, if you could say:

1. Least payments- 2 months, \$1,000 per month (or whatever you lease is)
2. Canopy- \$300
3. Chairs, 3- \$500 each
4. Fans, 6- \$100 each

I am just making up numbers but it helps the Council know what the requested money is going to.

Thank you,



City of Hughson
Business Relief Program

7018 Pine St. | P.O. BOX 95
Hughson, CA 95030
Phone: 209.883.4054 Fax: 209.883.1531

The Business Relief Program will allow your business to remain open and continue operating within the State of California Governor's Executive Orders, California Department of Public Health Orders/Guidance, and Stanislaus County Public Health Officer's Orders/Guidance. **Application requesting funding must be received in office by August 28, 2020 at 5pm.** (Individual awards are dependent on the number of business requests. Expenses must be between March 1, 2020 - December 30, 2020.)

Business Name: La Perla Tapatia Business Phone: 209.883.1531
Business Address: 7045 Hughson Avenue City/State/Zip: Hughson 95326
Business Mailing Address: 710 Lander Avenue City/State/Zip: Turlock 95380
Business Email Address: _____ Business Lic. Number: 000-0000-424

The Business must: (Please Initial Each)

- Be located within City of Hughson boundaries. MY
- Must possess a current city, county, or state license or permit to operate. MY
- Must not have record of current/prior engagement in any illegal activity per local, state, or federal regulations, with federal regulations taking precedence over local or state regulations. MY
- Has been in business since March 1, 2020. MY

The following businesses will not be considered eligible: lending and investment institutions, insurance companies, and corporate-owned national chain businesses/stores. MY

Funds may be used for project set up costs and operational needs such as, but not limited to payroll, lease/mortgage payments, materials, utilities, supplies and services. MY

Projected Cost: \$1,200 Proposed Project: Setting, Dine-In
Seating, Outside

Explain how the Project will allow your business to continue operations within current Public Health Restrictions:

The project will allow us to provide a comfortable outdoor dining experience for our customers that would regularly enjoy our deli meals indoors. We are requesting assistance through this grant for outdoor equipment that will allow us to mitigate our

Have you applied for or received any other Grant Funding for this project/expenses? Yes: ☐ No: ☒

If yes, you must contact the City as soon as you are informed of the award.

(Additional paper may be used if needed.)
Yes we have experience in our deli due to the health restriction.

I, Manuel Villa certify that La Perla Tapatia will submit ALL receipts to the City of Hughson for reimbursement.
Print Name of Business Owner Business Name

Signature of Business Owner: Manuel Villa Date: 8/18/2020



**City of Hughson
Business Relief Program**

7018 Pine St. P.O. BOX 9

Hughson, CA 95326

Phone: 209.883.4054 Fax: 209.883.2638

The Business Relief Program will allow your business to remain open and continue operating within the State of California Governor's Executive Orders, California Department of Public Health Orders/Guidance, and Stanislaus County Public Health Officer's Orders/Guidance. Application requesting funding must be received in office by August 28, 2020 at 5pm. Individual awards are dependent on the number of business requests. Expenses must be between March 1, 2020 - December 30, 2020.

Business Name: <u>Simply Hair Salon</u>	Business Phone: <u>209.883.1217</u>
Business Address: <u>7115 Hughson Ave</u>	City/State/Zip: <u>Hughson, CA 95326</u>
Business Mailing Address: <u>7300 E. Whittier Ave</u>	City/State/Zip: <u>Hughson, CA 95326</u>
Business Email Address: <u>_____</u>	Business Lic. Number: <u>_____</u>

The Business must: *Please Initial Each*

- Be located within City of Hughson boundaries. ju
- Must possess a current city, county, or state license or permit to operate. ju
- Must not have record of current/prior engagement in any illegal activity per local, state, or federal regulations, with federal regulations taking precedence over local or state regulations. ju
- Has been in business since March 1, 2020. ju

The following businesses will not be considered eligible: lending and investment institutions, insurance companies, and corporate-owned national chain businesses/stores. ju

Funds may be used for project set up costs and operational needs such as, but not limited to payroll, lease/mortgage payments, materials, utilities, supplies and services. ju

Projected Cost: 5,000 Proposed Project: We are wanting to purchase sneeze guards for stations & nail stations, and medical grade air purifiers. We are now also allowed to do nails outside. We are wanting to purchase a canopy, tables, portable pedicure chair, etc.

Explain how the Project will allow your business to continue operations within current Public Health Restrictions:

Right now, we have been so greatly affected by the public health restrictions. This will allow us to open up outside and let my stylist and nail girls work instead of being on the brink of losing everything.

Have you applied for or received any other Grant Funding for this project/expenses? Yes: ☐ No: ☒ (Additional paper may be used if needed)

If yes, you must contact the City as soon as you are informed of the award.

I, Jenny Wells certify that Simply Hair Salon will submit ALL receipts to the City of Hughson for reimbursement.
First Name of Business Owner Business Name

Signature of Business Owner: Jenny Wells Date: 8.4.20

Lea Simvoulakis

From: Jenny Wells <wells7212@yahoo.com>
Sent: Wednesday, August 5, 2020 1:49 PM
To: Lea Simvoulakis
Subject: RE: Buisness relief grant

Hi,

We were hoping for (this does not include taxes or shipping) :

- (1) 10x20 canopy 209.99
- (4) 4ft tables 49.99 each
- (4) mirrors on stands 59 each
- (2) portable manicure station 144.99 each
- (2) portable pedicure chairs 349.88 each
- (2) pedicure stools 100 each
- (2) nail station sneeze guards 199.99 each
- (4) hair station sneeze guards 215 each
- (2) H13 medical grade air purifiers 169.99 each
- (2) Lasko commercial fans

Mask,gloves,dispisable drapes,ppe \$500

I would love the council to take into consideration a few things. I know this is a lot of money, and I am thankful that they will even be looking at my application. We have been greatly affected by this pandemic. Myself and stylist and nail techs never got the ppp or sba grants. We were suppose to qualify for the pandemic assistance under unemployment, but yet only 1 of the 7 of us got it. There has been no help, no aid. I have had to help buy my nail techs with

groceries, the predicament they have put us in is reckless, not caring about what happens to us. Nails have not been able to open this whole time(since march)....the fact that we can do so outside means that my techs can actually start to provide for their families again. They have been put on the back burner and are at risk of losing everything. This salon has been in hughson since 1954. I am proud to have been raised here and to own the "town" salon. Salons run off rent from their booth renters(of course they cant pay for it right now) and services, which are only allowed outside at the moment. This is something we want to do, and we are thankful for this chance at a grant We are not in a position financially to bring this about with out this. I promise you, we are hard workers, and only want the chance to be able to continue to work....i want this salon to make it through this hardship and to be around for another 50 yrs. Thank you for the consideration.

I have attached a terrible sketch of layout.

Jenny

The red tables are for hair with green sneeze guards. The purple pedicure chairs and nail tables with sneeze guards etc.

Sent from Yahoo Mail on Android

On Wed, Aug 5, 2020 at 12:40 PM, Lea Simvoulakis
<lsimvoulakis@hughson.org> wrote:

Hi Jenny,

Thank you for the application. Once the closing date hits we will provide the applications to Council for review, and hope to get the money awarded by September.

Can you provide more specifics on the items you want to purchase? Identify how many portable chairs you can buy, how many tables, canopies, etc. You can list the cost of things and note that you hope to buy two portable chairs for \$XX, three nail tables for \$XX, and one canopy for \$XX. Any sneeze guards and things you can say and \$XX on PPE items like gloves and sneeze guards.

Also, it's likely the Council will ask for a layout of how it will all work, so if you could draw up a sketch of how you plan to set everything up I think it will help the Council. You have that large area outside which is great for your business. I am talking a very basic sketch- and even if it's not exactly how it will work, just a general idea. You can even use a google earth image and add to that.

Thank you,

Lea C. Simvoulakis

Community Development Director

City of Hughson

7018 Pine Street/ P.O. Box 9

Hughson, CA 95326

209.883.4054

From: Jenny Wells <wells7212@yahoo.com>

Sent: Tuesday, August 4, 2020 5:31 PM

To: Lea Simvoulakis <lsimvoulakis@hughson.org>

Subject: Buisness relief grant

Hi,

I wanted to apply for the business relief program. Attached is my application. Let me know if I need to send any other information. Thank you.

Jenny Wells

Sent from Yahoo Mail on Android

Total Control Panel

[Login](#)

To: lsimvoulakis@hughson.org

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From: wells7212@yahoo.com

You received this message because the sender is on your allow list.



**City of Hughson
Business Relief Program**

7018 Pine St. | P.O. BOX 9
Hughson, CA 95326
Phone: 209.883.4054 Fax: 209.883.2638

The Business Relief Program will allow your business to remain open and continue operating within the State of California Governor's Executive Orders, California Department of Public Health Orders/Guidance, and Stanislaus County Public Health Officer's Orders/Guidance. **Application requesting funding must be received in office by August 28, 2020 at 5pm.** (Individual awards are dependent on the number of business requests. Expenses must be between March 1, 2020– December 30, 2020.)

Business Name: Cocos Taqueria Business Phone: 209-883-7475
Business Address: 6916 Hughson Avenue City/State/Zip: Hughson, CA 95326
Business Mailing Address: P.O. Box 376 City/State/Zip: Hughson, CA 95326
Business Email Address: _____ Business Lic. Number: 000 - 000 - 1925

The Business must: *(Please Initial Each)*

- Be located within City of Hughson boundaries. BC
- Must possess a current city, county, or state license or permit to operate. BC
- Must not have record of current/prior engagement in any illegal activity per local, state, or federal regulations, with federal regulations taking precedence over local or state regulations. BC
- Has been in business since March 1, 2020. BC

The following businesses will not be considered eligible: lending and investment institutions, insurance companies, and corporate-owned national chain businesses/stores. BC

Funds may be used for project set up costs and operational needs such as, but not limited to payroll, lease/mortgage payments, materials, utilities, supplies and services. BC

Projected Cost: \$9,560.00 Proposed Project: Build a detached patio in the back of the restaurant for outdoor seating. Along with chairs and tables.

Explain how the Project will allow your business to continue operations within current Public Health Restrictions:

This project will allow our business to offer outdoor seating to our customers while complying with the current Public Health Restrictions.

Have you applied for or received any other Grant Funding for this project/expenses? Yes: ☐ No: ☒
If yes, you must contact the City as soon as you are informed of the award.

(Additional paper may be used if needed)

I, Blanca Magana de Chavez certify that COCOS Taqueria will submit ALL receipts to the City of Hughson for reimbursement.
Print Name of Business Owner Business Name

Signature of Business Owner: Blanca Chavez Date: 8/10/20



City of Hughson
Business Relief Program

7018 Pine St. | P.O. BOX 9
Hughson, CA 95326
Phone: 209.883.4054 Fax: 209.883.2638

The Business Relief Program will allow your business to remain open and continue operating within the State of California Governor's Executive Orders, California Department of Public Health Orders/Guidance, and Stanislaus County Public Health Officer's Orders/Guidance. **Application requesting funding must be received in office by August 28, 2020 at 5pm.** (Individual awards are dependent on the number of business requests. Expenses must be between March 1, 2020– December 30, 2020.)

Business Name: GET FIT 24/7 Business Phone: _____
Business Address: 6724 E. Whitmore AVE City/State/Zip: Hughson CA, 95326
Business Mailing Address: Same City/State/Zip: Same
Business Email Address: _____ Business Lic. Number: See 8118-0019

The Business must: (Please Initial Each)

- Be located within City of Hughson boundaries. en
- Must possess a current city, county, or state license or permit to operate. en
- Must not have record of current/prior engagement in any illegal activity per local, state, or federal regulations, with federal regulations taking precedence over local or state regulations. en
- Has been in business since March 1, 2020. en

The following businesses will not be considered eligible: lending and investment institutions, insurance companies, and corporate-owned national chain businesses/stores. en

Funds may be used for project set up costs and operational needs such as, but not limited to payroll, lease/mortgage payments, materials, utilities, supplies and services. en

Projected Cost: 25,000 Proposed Project: out door 24 fitness

Explain how the Project will allow your business to continue operations within current Public Health Restrictions:

I will have all equipment out doors.

Have you applied for or received any other Grant Funding for this project/expenses? Yes: ☐ No: ☒

(Additional paper may be used if needed)

If yes, you must contact the City as soon as you are informed of the award.

I, Michael Valadez certify that GET FIT 24/7 will submit ALL receipts to the
City of Hughson for reimbursement.
Print Name of Business Owner Business Name

Signature of Business Owner: en

Date: 8/6/2020



**City of Hughson
Business Relief Program**

7018 Pine St. | P.O. BOX 9

Hughson, CA 95326

Phone: 209.883.4054 Fax: 209.883.2638

The Business Relief Program will allow your business to remain open and continue operating within the State of California Governor's Executive Orders, California Department of Public Health Orders/Guidance, and Stanislaus County Public Health Officer's Orders/Guidance. **Application requesting funding must be received in office by August 28, 2020 at 5pm.** (Individual awards are dependent on the number of business requests. Expenses must be between March 1, 2020– December 30, 2020.)

Business Name: <u>Rico's Italian Pizza</u>	Business Phone: _____
Business Address: <u>6724 E Whitmore Ave Ste LEM</u>	City/State/Zip: <u>Hughson, CA 95326</u>
Business Mailing Address: <u>6724 E Whitmore Ave Ste LEM</u>	City/State/Zip: <u>Hughson, CA 95326</u>
Business Email Address: _____	Business Lic. Number: <u>SEC - 7218-0044</u>

The Business must: (Please Initial Each)

- Be located within City of Hughson boundaries. H.K.G
- Must possess a current city, county, or state license or permit to operate. H.K.G
- Must not have record of current/prior engagement in any illegal activity per local, state, or federal regulations, with federal regulations taking precedence over local or state regulations. H.K.G
- Has been in business since March 1, 2020. H.K.G

The following businesses will not be considered eligible: lending and investment institutions, insurance companies, and corporate-owned national chain businesses/stores. H.K.G

Funds may be used for project set up costs and operational needs such as, but not limited to payroll, lease/mortgage payments, materials, utilities, supplies and services. H.K.G

Projected Cost: \$9,800.00 Proposed Project: Set-up outdoor restaurant tables & chairs, Tents, Generator to power registers and computers outside together with water cooler for safety during heat/hot days. Cleaning Supplies example hand-sanitizers, masks, gloves and proper disposal bins.

Explain how the Project will allow your business to continue operations within current Public Health Restrictions:

By meeting customers curbside and seating outside while dining as few as six feet. Having decorative barriers to promote safety while in the parking lot. By ~~see~~ able to serve my customers outside I can increase my sales that help my business pull through this pandemic

(Additional paper may be used if needed)

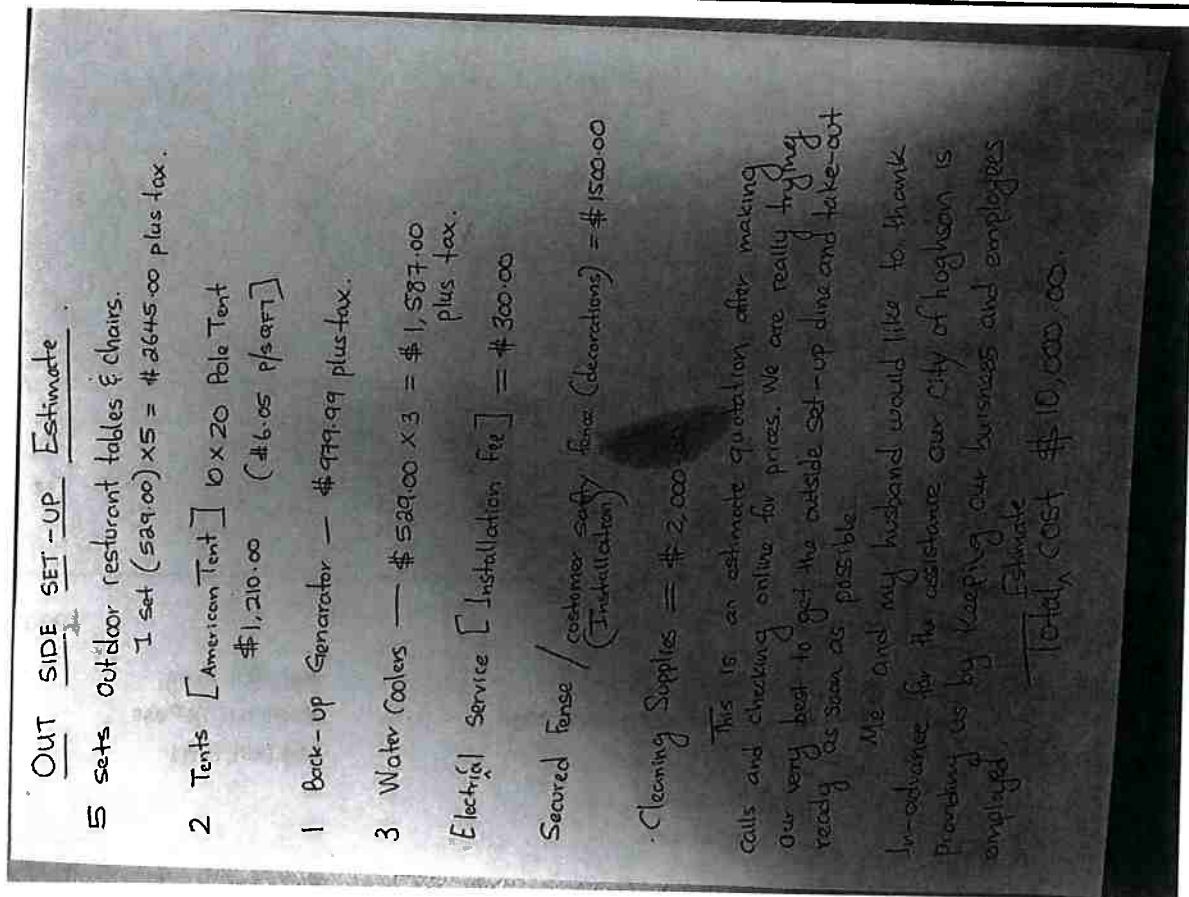
Have you applied for or received any other Grant Funding for this project/expenses? Yes: ☐ No: ☒

If yes, you must contact the City as soon as you are informed of the award.

I, HARINDER K GILL certify that Rico's Italian Pizza will submit ALL receipts to the City of Hughson for reimbursement.

Signature of Business Owner: Harinder K Gill Date: 08/05/2020

From: Harinder Kaur Gill
 To: Lea Simvoulakis
 Subject: Re: Business Relief Grant
 Date: Tuesday, August 11, 2020 8:42:09 PM



On Tue, Aug 11, 2020 at 8:53 AM Lea Simvoulakis <lsimvoulakis@hughson.org> wrote:

Good Morning,

Thani you for your application! Can you please provide the costs to each of the items you are requesting? We hope to give as much money as possible to each applicant so it is helpful to know what things cost in case we cant award the full amount we want to award enough for the most costly items. You have listed in your application the following items:

Table/chairs:

Tents:

Generator:



City of Hughson
Business Relief Program

7018 Pine St. | P.O. BOX 9
Hughson, CA 95326
Phone: 209.883.4054 Fax: 209.883.2638

The Business Relief Program will allow your business to remain open and continue operating within the State of California Governor's Executive Orders, California Department of Public Health Orders/Guidance, and Stanislaus County Public Health Officer's Orders/Guidance. **Application requesting funding must be received in office by August 28, 2020 at 5pm.** (Individual awards are dependent on the number of business requests. Expenses must be between March 1, 2020– December 30, 2020.)

Business Name: P&P SUBWAY, inc. Business Phone: 920-222-1111
Business Address: 6724 E. WHITMORE AVE. City/State/Zip: HUGHSON, CA. 95326
Business Mailing Address: 6724 E. WHITMORE AVE City/State/Zip: HUGHSON, CA. 95326
Business Email Address: _____ Business Lic. Number: 000-000-2177

The Business must: (Please Initial Each)

- Be located within City of Hughson boundaries. PG
- Must possess a current city, county, or state license or permit to operate. PG
- Must not have record of current/prior engagement in any illegal activity per local, state, or federal regulations, with federal regulations taking precedence over local or state regulations. PG
- Has been in business since March 1, 2020. PG

The following businesses will not be considered eligible: lending and investment institutions, insurance companies, and corporate-owned national chain businesses/stores. PG

Funds may be used for project set up costs and operational needs such as, but not limited to payroll, lease/mortgage payments, materials, utilities, supplies and services. PG

Projected Cost: 50,000.00 Proposed Project: WITH THIS GRANT WE WOULD LIKE TO SETUP AN OUTSIDE DINING AREA FOR OUR CUSTOMERS. THAT INCLUDE TABLES, CHAIRS AND UMBRELLAS. WE WOULD ALSO WANT TO BUY SIGNS THAT SAY WE ARE PARTICIPATING IN CURBSIDE UP. ADDITIONALLY WE NEED TO SET UP SANITIZER STATION TO ENSURE THAT OUR CUSTOMERS AND EMP. STAY SAFE.
Explain how the Project will allow your business to continue operations within current Public Health Restrictions:

RECEIVING THIS GRANT WILL ENSURE THAT OUR SUBWAY IS ALWAYS FULLY STAFFED. THIS IS NOT ONLY TO KEEP OUR DOORS OPEN AND STORES RUNNING, BUT TO PROVIDE OUR HUGHSON EMPLOYEES WITH HOURS AND CUSTOMERS WITH A HEALTHY AND SAFE EATING ESTABLISHMENT. SEE IN THE BACK →

Have you applied for or received any other Grant Funding for this project/expenses? Yes: ☐ No: ☒

(Additional paper may be used if needed)

If yes, you must contact the City as soon as you are informed of the award.

I, PRABHJIT GOSAL certify that P&P Subway, inc. will submit ALL receipts to the City of Hughson for reimbursement.
Print Name of Business Owner Business Name

Signature of Business Owner: Prabjit Gosal Date: 8-5-2020

THIS PANDEMIC HAS CAUSED OUR SALES TO DROP MORE THAN 50%. AND AS TIME GOES ON PAYING THE GROWING BILLS AND PAYMENTS IS GETTING INCREASINGLY DIFFICULT. THIS GRANT WILL BE USED TO HELP US PAY OUR RENT, INSURANCE, PAYROLL, PAYROLL TAX, BUSINESS LOAN PAYMENT, SETTING UP AN OUTSIDE DINNING AREA FOR OUR CUSTOMERS, AND MUCH MORE. THE PANDEMIC IS NOT ENDING AS SOON AS WE'D HOPED AND WE ARE SEEING LOCAL STORES FORCED TO SHUT DOWN. WE WANT TO MAKE SURE THE RESIDENTS OF ~~THE~~ HUGHSON CAN RELY ON SUBWAY TO BE OPEN AND READY TO SERVE THEM SAFELY. ADDITIONALLY OUR EMPLOYEES ~~DO~~ DESERVE TO HAVE MORE HOURS WHICH HAVE BEEN CUT DRASTICALLY SINCE THE STORE IS MUCH SLOWER AND WE CANT HAVE A FULL STAFF AT ALL TIMES. WE HOPE TO RECIVE THE GRANT NOT JUST FOR OUR STORE BUT FOR THE HUGHSON COMMUNITY. THANK YOU

Lea Simvoulakis

From: gosalphabh@aol.com
Sent: Wednesday, August 12, 2020 10:02 AM
To: Lea Simvoulakis
Subject: Re: Business Grant

1. For 4 Tables, 16 chairs, and 4 Umbrellas it would be - \$3,800
2. Sanitizing Station for the customers and employees, the shields to protect the the customers and employees, and floor directions for customers - \$1,000
3. Signs for Curbside Pickup - \$500
4. Monthly Bills (Payroll, Rent, Mortgage, Utilities) Monthly Payroll \$5,400, Rent \$1,512, Mortgage \$2,880, Utilities \$898

These are some of the items that will help us tremendously, any help would be greatly appreciated. Please feel free to contact us for any questions.

-----Original Message-----

From: Lea Simvoulakis <lsimvoulakis@hughson.org>
To: gosalphabh@aol.com <gosalphabh@aol.com>
Sent: Thu, Aug 6, 2020 8:44 am
Subject: Business Grant

Good Morning,

Thank you for your Business Grant application. We will review the applications once the date is closed and award as much money to each applicant as possible. However, the total funding available for all business is \$50,000. You indicated that your project cost is \$50,000. We will likely not be able to award you all of the funds. As such, if you could create a list of importance of the items you requested and identify what is the most important need for you.

For example, you list tables and chairs and umbrellas with signage- is that your most important request? You can list that as number 1 with a cost estimate- say \$3,000. From there list the other items you have requested in order of importance with the cost associated with each one.

Please reach out if you have any questions.

Thank you.

Lea C. Simvoulakis
Community Development Director
City of Hughson
7018 Pine Street/ P.O. Box 9
Hughson, CA 95326
209.883.4054

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To: lsimvoulakis@hughson.org

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From: gosalphabh@aol.com

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City of Hughson Business Relief Program

7018 Pine St. | P.O. BOX 9

Hughson, CA 95326

Phone: 209.883.4054 Fax: 209.883.2638

The Business Relief Program will allow your business to remain open and continue operating within the State of California Governor's Executive Orders, California Department of Public Health Orders/Guidance, and Stanislaus County Public Health Officer's Orders/Guidance. **Application requesting funding must be received in office by August 28, 2020 at 5pm.** (Individual awards are dependent on the number of business requests. Expenses must be between March 1, 2020 - December 30, 2020.)

Business Name: Save More Market Business Phone: 650-223-1111
 Business Address: 7128 Hughson Ave. City/State/Zip: Hughson, CA 95326
 Business Mailing Address: P.O. Box #1248 City/State/Zip: Hughson, CA 95326
 Business Email Address: smm@save-more-market.com Business Lic. Number: 000-000-2330

The Business must: (Please Initial Each)

- Be located within City of Hughson boundaries. nk
- Must possess a current city, county, or state license or permit to operate. nk
- Must not have record of current/prior engagement in any illegal activity per local, state, or federal regulations, with federal regulations taking precedence over local or state regulations. nk
- Has been in business since March 1, 2020. nk

The following businesses will not be considered eligible: lending and investment institutions, insurance companies, and corporate-owned national chain businesses/stores. nk

Funds may be used for project set up costs and operational needs such as, but not limited to payroll, lease/mortgage payments, materials, utilities, supplies and services. nk

Projected Cost: 35,000 Proposed Project: Provide better assistance to our customers by keeping all the essential items in stock. Paying off important bills such as lease/mortgage, utilities, insurance and supplies.

Explain how the Project will allow your business to continue operations within current Public Health Restrictions:
Please see the attached paper. Thank You.

Have you applied for or received any other Grant Funding for this project/expenses? Yes: ☐ No: ☒ (Additional paper may be used if needed)
 If yes, you must contact the City as soon as you are informed of the award.

I, Narinder S. Kaler certify that Save More Market will submit ALL receipts to the City of Hughson for reimbursement.
Print Name of Business Owner Business Name

Signature of Business Owner: [Signature] Date: 8/5/20

Save More Market
7128 Hughson Ave.
Hughson, CA 95326

8/5/20

Covid-19 has strike many businesses including ours. By receiving these extra funds, we will be able to keep all our inventory fully stocked in this hard time. Furthermore, we can also stay up to date on important payments such as lease/mortgage payments, insurance, utilities and payments for vendors. With this hard time, its extremely important to keep everything in stock and also making sure payments are being made on time.

To make it easier, i will give you the list of payments that are extremely important to keep the business running.

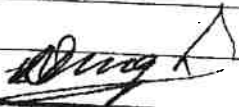
Lease/Mortgage - \$5,500/mo.

Insurance - \$300/mo.

Utilities - \$4,000/mo.

3-4

months of relief will definitely help our business out.
Thank you for helping us stay in business.


Narinder S. Kaler
Save More Market



**City of Hughson
Business Relief Program**

7018 Pine St. | P.O. BOX 9
Hughson, CA 95326

Phone: 209.883.4054 Fax: 209.883.2638

The Business Relief Program will allow your business to remain open and continue operating within the State of California Governor's Executive Orders, California Department of Public Health Orders/Guidance, and Stanislaus County Public Health Officer's Orders/Guidance. **Application requesting funding must be received in office by August 28, 2020 at 5pm** (Individual awards are dependent on the number of business requests. Expenses must be between March 1, 2020 - December 30, 2020.)

Business Name Love and Style Boutique Business Phone: (209) 204-1200
Business Address 7027 Hughson ave City/State/Zip: Hughson CA 95326
Business Mailing Address: P.O. Box 1346 City/State/Zip: Hughson CA 95326
Business Email Address: loveandstyleboutique.com Business Lic. Number: SC-44-4520-0170

The Business must: *affordable E.A.B.*

- Be located within City of Hughson boundaries. *ag*
- Must possess a current city, county, or state license or permit to operate. *ag*
- Must not have record of current/prior engagement in any illegal activity per local, state, or federal regulations, with federal regulations taking precedence over local or state regulations. *ag*
- Has been in business since March 1, 2020. *ag*

The following businesses will not be considered eligible: lending and investment institutions, insurance companies, and corporate-owned national chain businesses/stores. *ag*

Funds may be used for project set up costs and operational needs such as, but not limited to payroll, lease/mortgage payments, materials, utilities, supplies and services. *ag*

Projected Cost: 20,000 Proposed Project cleaning and disinfecting supplies
tents for outdoors, tables, racks, shipping (offer Free shipping)
curbside pickup, gas for deliveries, promote business and
utilities and Rent.

Explain how the Project will allow your business to continue operations within current Public Health Restrictions:

By providing our customers options to shop. offer
Free shipping, shop outside, curbside pick-up and same day
deliveries. Add more sanitizing areas around the shop.

Have you applied for or received any other Grant Funding for this project/expenses? Yes: ☐ No: ☒

Other grant information, if received:

If yes, you must contact the City as soon as you are informed of the award

I, Jacqueline Gomez certify that Love and Style Boutique will submit ALL receipts to the
Print Name of Business Owner Business Name
City of Hughson for reimbursement

Signature of Business Owner

Jacqueline Gomez

Date

8/25/2020



City of Hughson
Business Relief Program

7018 Pine St. | P.O. BOX 9
Hughson, CA 95326
Phone: 209.883.4054 Fax: 209.883.2638

The Business Relief Program will allow your business to remain open and continue operating within the State of California Governor's Executive Orders, California Department of Public Health Orders/Guidance, and Stanislaus County Public Health Officer's Orders/Guidance. **Application requesting funding must be received in office by August 28, 2020 at 5pm.** (Individual awards are dependent on the number of business requests. Expenses must be between March 1, 2020– December 30, 2020.)

Business Name: Jars of Delicious Business Phone: _____
Business Address: 2117 4th St City/State/Zip: Hughson CA 95326
Business Mailing Address: P.O. Box 1163 City/State/Zip: Hughson CA 95326
Business Email Address: _____ Business Lic. Number: 0000002105

The Business must: (Please Initial Each)

- Be located within City of Hughson boundaries. CH
- Must possess a current city, county, or state license or permit to operate. CH
- Must not have record of current/prior engagement in any illegal activity per local, state, or federal regulations, with federal regulations taking precedence over local or state regulations. CH
- Has been in business since March 1, 2020. CH

The following businesses will not be considered eligible: lending and investment institutions, insurance companies, and corporate-owned national chain businesses/stores. CH

Funds may be used for project set up costs and operational needs such as, but not limited to payroll, lease/mortgage payments, materials, utilities, supplies and services. CH

Projected Cost: 5000.00 Proposed Project: Business Expansion
2500.00 freezer expanding my wholesale operation to allow
2000.00 Labels for local grocery stores and fruit stands
500.00 Glass to carry my products.

Explain how the Project will allow your business to continue operations within current Public Health Restrictions:

Essential items allowed to be sold at Certified Markets,
(Direct Sales) and at stores (Indirect Sales)
As events have slowed, I've pushed my wholesale
expansion to account for sales drop.

Have you applied for or received any other Grant Funding for this project/expenses? Yes: ☐ No: ☒

(Additional paper may be used if needed)

If yes, you must contact the City as soon as you are informed of the award.

I, Cheryl Hill certify that Jars of Delicious will submit ALL receipts to the
City of Hughson for reimbursement.
Print Name of Business Owner Business Name

Signature of Business Owner: CHill Date: 8/13/20



**City of Hughson
Business Relief Program**

7018 Pine St. | P.O. BOX 9

Hughson, CA 95326

Phone: 209.883.4054 Fax: 209.883.2638

The Business Relief Program will allow your business to remain open and continue operating within the State of California Governor's Executive Orders, California Department of Public Health Orders/Guidance, and Stanislaus County Public Health Officer's Orders/Guidance. **Application requesting funding must be received in office by August 28, 2020 at 5pm.** (Individual awards are dependent on the number of business requests. Expenses must be between March 1, 2020– December 30, 2020.)

Business Name: <u>Tribe Pilates and Fitness</u>	Business Phone: <u> </u>
Business Address: <u>6724 E. Whitmore Avenue, Suite E</u>	City/State/Zip: <u>Hughson CA 95326</u>
Business Mailing Address: <u>203 Waters Edge Drive</u>	City/State/Zip: <u>Waterford CA 95386</u>
Business Email Address: <u> </u>	Business Lic. Number: <u>SEC-54190155</u>

The Business must: (Please Initial Each)

- Be located within City of Hughson boundaries. JM
- Must possess a current city, county, or state license or permit to operate. JM
- Must not have record of current/prior engagement in any illegal activity per local, state, or federal regulations, with federal regulations taking precedence over local or state regulations. JM
- Has been in business since March 1, 2020. JM

The following businesses will not be considered eligible: lending and investment institutions, insurance companies, and corporate-owned national chain businesses/stores. JM

Funds may be used for project set up costs and operational needs such as, but not limited to payroll, lease/mortgage payments, materials, utilities, supplies and services. JM

Projected Cost: \$6100 Proposed Project: Since the COVID restrictions were set in place, we reduced our class size from 15 people per class to 6 people per class to insure proper distancing of 6 feet apart for our member's and community safety. This did however, drastically reduce our monthly income and ability to make our payroll and lease obligations. We are also ordering new vinyl equipment covers for better cleaning and COVID compliant cleaning supplies as well as partitions.

Explain how the Project will allow your business to continue operations within current Public Health Restrictions:
Since the ordered closure in March 2020, our business has struggled to stay open to serve our community. We reduced our class size in half to keep members 6 feet apart, but that has also cut our monthly income in half. Before COVID we were doing very well and growing. We have attempted to work with our landlord to reduce our rent but have not had success with that. I was forced to cover the rent and business loan from my personal account for many months. (See attached)

Have you applied for or received any other Grant Funding for this project/expenses? Yes: ☐ No: ☒ (Additional paper may be used if needed)

If yes, you must contact the City as soon as you are informed of the award.



I, Jennifer McHenry certify that Tribe Pilates and Fitness will submit ALL receipts to the
Print Name of Business Owner Business Name
City of Hughson for reimbursement.

Signature of Business Owner: Jennifer McHenry Date: 08/10/2020

Business Relief Program Attachment:

This program would help our business to stay afloat by helping to cover the operating expenses while we need to keep our class sizes drastically reduced for safety and to comply with the government recommendations to stay 6 feet apart. It would also help cover the cost of supplies to keep our studio safe and clean. We are also hoping to install partitions between each piece of equipment.

GRANT AGREEMENT
City of Hughson Business Relief Program

GRANTEE:			
PERFORMANCE PERIOD	March 1, 2020	through	December 30, 2020
<p>Under the terms and conditions of this Agreement, the Grantee agrees to purchased or has purchased the items as described in the project description, and the City of Hughson agrees to fund the described items with the Business Relief Program grant funding.</p>			
PROJECT DESCRIPTION- List all items purchased and exact amounts (attach receipts)			
TOTAL GRANT AMOUNT NOT TO EXCEED			
All receipts must be submitted by November 30, 2020 and be reimbursed to applicant by December 23, 2020 to be eligible under this program.			
Grantee:		City of Hughson	
Address:		7018 Pine Street Hughson CA 95326	
BY (AUTHORIZED SIGNATURE):		BY (AUTHORIZED SIGNATURE):	
			
NAME AND TITLE OF PERSON SIGNING:		NAME AND TITLE OF PERSON SIGNING:	
DATE SIGNED:		DATE SIGNED:	

I hereby certify upon my personal knowledge that the expenses I am submitting to the City for the Business Relief Grant are true and accurate and that I am only submitting expenses incurred due to the COVID-19 pandemic.

I also certify that the submitted expenses are eligible for reimbursement under the guidelines issued by Stanislaus County to the City of Hughson. I further certify that I am operating my business within the bounds of the State of California Governor's Executive Orders, California Department of Public Health Orders/Guidance, and Stanislaus County Public Health Officer's Orders/Guidance and in accordance with the Federal Government guidelines, including the IRS guidelines. These Guidelines can be found here:

<https://www.irs.gov/newsroom/cares-actcoronavirus-relief-fund-frequently-asked-questions>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

SIGNATURE OF GRANTEE	DATE
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