

## Resolution Index 2021

<u>Number</u>	<u>Subject</u>	<u>Date</u>	<u>Vote</u>
2021-01	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH NORTH VALLEY LABOR COMPLIANCE SERVICES FOR LABOR COMPLIANCE SERVICES ASSOCIATED WITH THE CITY OF HUGHSON WELL NO 7 REPLACEMENT PROJECT, PHASE IV AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED AGREEMENT INCLUSIVE OF ANY FINAL EDITS BY THE CITY ATTORNEY	1/11/2021	4-0-0-0
2021-02	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE CITY OF HUGHSON DEBT MANAGEMENT POLICY	1/11/2021	4-0-0-0
2021-03	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE CITY'S MEMBERSHIP IN THE VALLEY WATER COLLABORATIVE AND AUTHORIZING THE PAYMENT OF 3.6% OF THE TOTAL COSTS ASSOCIATED WITH THE PREPARATION OF THE REPORTS REQUIRED TO MEET THE STATE REQUIREMENTS FOR NITRATE COMPLIANCE ORDER R5-2012-0003	1/25/2021	4-0-0-0
2021-04	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON REMOVING FORMER MAYOR JEREMY YOUNG, AND ADDING NEW MAYOR GEORGE CARR AS A SIGNATORY ON THE CITY OF HUGHSON BANK ACCOUNTS AT BANK OF THE WEST, EFFECTIVE FEBRUARY 8, 2021	1/25/2021	4-0-0-0

<b>Number</b>	<b>Subject</b>	<b>Date</b>	<b>Vote</b>
2021-05	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PROVOST AND PRITCHARD CONSULTING GROUP FOR CONTRACT ENGINEERING DESIGN SERVICES FOR 1,2,3-TICHLOROPROPANE TREATMENT SERVICES	2/22/2021	5-0-0-0
2021-06	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADDING NEW DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES ANNA NICHOLAS AS A SIGNATORY ON THE CITY OF HUGHSON BANK ACCOUNTS AT BANK OF THE WEST, EFFECTIVE MARCH 22, 2021	3/8/2021	4-0-0-1
2021-07	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADJUSTING THE FISCAL YEAR 2020-2021 OPERATING BUDGET AT MID YEAR	3/22/2021	5-0-0-0
2021-08	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ACCEPTING THE CITY OF HUGHSON 2020 ANNUAL GENERAL PLAN REPORT AND THE 2020 ANNUAL HOUSING ELEMENT PROGRESS REPORT	3/22/2021	5-0-0-0
2021-09	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 WASTEWATER TREATMENT PLANT	5/10/2021	4-0-0-1

<b>Number</b>	<b>Subject</b>	<b>Date</b>	<b>Vote</b>
2021-10	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AWARDING THE WALKER LANE IMPROVEMENT PROJECT TO RESPONSIBLE LOW BIDDER MCFADDON CONSTRUCTION, INC., IN THE AMOUNT OF \$254,845 AND AUTHORIZING A 10% CONTINGENCY AS WELL AS A 10% SET-ASIDE FOR CONSTRUCTION TESTING AND INSPECTIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FINAL CONSTRUCTION CONTRACT	5/10/2021	4-0-0-1
2021-11	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS FOR CONTRACT PLAN REVIEW AND BUILDING INSPECTION SERVICES	5/10/2021	4-0-0-1
2021-12	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON SUPPORTING THE APPROVAL OF THE FISCAL YEAR 2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN (AAP)	5/10/2021	4-0-0-1
2021-13	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE AGREEMENT EXTENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUGHSON AND OPERATING ENGINEERS LOCAL UNION NO. 3 ON BEHALF OF THE CITY OF HUGHSON EMPLOYEES ASSOCIATION	5/24/2021	5-0-0-0
2021-14	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH DENOVO PLANNING GROUP FOR PREPERATION OF THE GENERAL PLAN UPDATE	5/24/2021	5-0-0-0

<b>Number</b>	<b>Subject</b>	<b>Date</b>	<b>Vote</b>
2021-15	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADDING ACCOUNTING MANAGER SARAH CHAVARIN AND REMOVING FORMER ACCOUNTING MANAGER, LISA WHITESIDE, AS A SIGNATORY ON THE CITY OF HUGHSON BANK ACCOUNTS AT BANK OF THE WEST, EFFECTIVE JUNE 28, 2021	6/14/2021	5-0-0-0
2021-16	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HALPIN SUSTAINABILITY SOLUTIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT	6/14/2021	5-0-0-0
2021-17	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE THIRD AMENDMENT TO THE AGREEMENT WITH GILTON SOLID WASTE MANAGEMENT, INC. FOR STREET SWEEPING SERVICES	6/14/2021	5-0-0-0
2021-18	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AUTHORIZING THE CITY OF HUGHSON TO ACCEPT U.S. DEPARTMENT OF TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AWARD TERMS AND CONDITIONS AND OTHER DOCUMENTS REQUIRED TO ACCEPT THE FUNDS AND MEET THE REPORTING REQUIREMENTS	6/14/2021	5-0-0-0
2021-19	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON SETTING THE APPROPRIATION LIMIT (GANN LIMIT) FOR FISCAL YEAR 2021-2022	6/28/2021	4-0-0-1

<b>Number</b>	<b>Subject</b>	<b>Date</b>	<b>Vote</b>
2021-20	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON UPDATING THE PUBLICLY AVAILABLE SALARY SCHEDULE CONSISTENT WITH THE REQUIREMENT OF CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 570.5	6/28/2021	4-0-0-1
2021-21	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON DIRECTING THE FILING OF THE ANNUAL REPORTS FOR FISCAL YEAR 2021-2022 FOR THE SPECIAL ASSESSMENT DISTRICTS (LANDSCAPE AND LIGHTING DISTRICTS, BENEFIT ASSESSMENT DISTRICTS, AND COMMUNITY FACILITIES DISTRICT) IN THE CITY OF HUGHSON	6/28/2021	4-0-0-1
2021-22	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON DECLARING THE CITY COUNCIL'S INTENT TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2021-2022 FOR THE CITY OF HUGHSON LANDSCAPE AND LIGHTING DISTRICTS, BENEFIT ASSESSMENT DISTRICTS, AND COMMUNITY FACILITY DISTRICT AND TO SET THE PUBLIC HEARING FOR THE JULY 26, 2021 CITY COUNCIL MEETING	6/28/2021	4-0-0-1
2021-23	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AUTHORIZING THE EXTENSION OF THE ABANDONED VEHICLE ABATEMENT PROGRAM FEE UNTIL APRIL 30, 2032	6/28/2021	4-0-0-1
2021-24	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADOPTING THE CITY OF HUGHSON'S FISCAL YEAR 2021-2022 PROPOSED BUDGET	6/28/2021	4-0-0-1

<b>Number</b>	<b>Subject</b>	<b>Date</b>	<b>Vote</b>
2021-25	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE PROFESSIONAL SERVICE AGREEMENT WITH JSWWC WATER AND WASTEWATER MANAGEMENT FOR CONSULTING SERVICES AT THE WASTEWATER TREATMENT PLANT AND THE PUBLIC WATER SYSTEM	7/12/2021	4-0-0-1
2021-26	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH JSWWC WATER AND WASTEWATER MANEGEMENT FOR THE WATER METER REGISTER REPLACEMENT PROJECT	7/12/2021	4-0-0-1
2021-27	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE 2021-2022 SUBRECIPIENT AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT FUNDS WITH STANISLAUS COUNTY	7/26/2021	5-0-0-0
2021-28	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AUTHORIZING THE CITY MANAGER TO EXECUTE AN ANNUAL FUNDING AGREEMENT WITH THE CITY OF TURLOCK/STANISLAUS COUNTY HOME CONSORTIUM DESIGNATING THE CITY OF HUGHSON AS A SUBRECIPIENT OF HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS FOR FISCAL YEAR 2021-2022	7/26/2021	5-0-0-0
2021-29	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE FINAL MAPP FOR VESTING TENTATIVE SUBDIVISION MAP NO. 06-02 EUCLID NORTH	7/26/2021	5-0-0-0

<b>Number</b>	<b>Subject</b>	<b>Date</b>	<b>Vote</b>
2021-30	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON CONFIRMING DIAGRAMS, ASSESSMENTS AND REPORTS AND LEVYING ASSESSMENTS FOR FISCAL YEAR 2021-2022 FOR ALL LANDSCAPE AND LIGHTING DISTRICTS, AND ALL BENEFIT ASSESSMENT DISTRICTS WITHIN THE CITY OF HUGHSON	7/26/2021	5-0-0-0
2021-31	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ESTABLISHING THE ANNUAL SPECIAL TAX FOR THE CITY OF HUGHSON, PROVINCE PLACE COMMUNITY FACILITIES DISTRICT, 2017 FOR FISCAL YEAR 2021/22	7/26/2021	5-0-0-0
2021-31A	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE PAVEMENT MANAGEMENT PROGRAM COOPERATIVE FUNDING AGREEMENT BETWEEN THE STANISLAUS COUNCIL OF GOVERNMENTS AND THE CITY OF HUGHSON AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT	8/09/2021	4-0-0-1
2021-32	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING A TWO-YEAR EXTENSION OF THE ENGINEERING AND TRAFFIC SURVEY (ETS) FOR MODIFYING SPEED LIMITS	8/09/2021	4-0-0-1
2021-33	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON RATIFYING THE DELEGATION OF THE CITY CLERK FUNCTIONS TO THE CITY MANAGER	9/13/2021	4-0-0-1
2021-34	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON REPEALING RESOLUTION NO. 2020-69 AND RE-INSTATING RESOLUTION NOS. 06-113 AND 07-199.	9/13/2021	4-0-0-1

<u>Number</u>	<u>Subject</u>	<u>Date</u>	<u>Vote</u>
2021-35	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON OF CONCURRENCE WITH THE 2020-2021 CONSOLIDATED ANNUAL PERFORMANCE REPORT (CAPER)	9/27/2021	5-0-0-0
2021-36	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADOPTING THE FINAL ANNUAL BUDGET OF THE CITY OF HUGHSON FOR FISCAL YEAR 2021-2022	9/27/2021	5-0-0-0
2021-37	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING SIDE LETTER AGREEMENT NO. 1 (RE: PREMIUM PAY FOR ESSENTIAL WORKERS) TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUGHSON AND OPERATING ENGINEERS LOCAL UNION NO. 3 ON BEHALF OF THE CITY OF HUGHSON EMPLOYEES ASSOCIATION JULY 1, 2021 TO JUNE 30, 2024, AND APPROVAL TO EXTEND THE PREMIUM PAY TO UNREPRESENTED EMPLOYEES AND MID-MANAGEMENT STAFF	10/11/2021	5-0-0-0
2021-38	A RESOLUTION OF CITY COUNCIL OF THE CITY OF HUGHSON AUTHORIZING THE CITY MANAGER TO EXECUTE THE INSTALLMENT SALE AGREEMENT AMENDMENT NO. 3 FOR WELL NO. 7 REPLACEMENT AND ARSENIC TREATMENT WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD UNDER THE DRINKING WATER STATE REVOLVING FUND PROJECT NO. 5010008-011C AGREEMENT NO. D16-02057	11/22/2021	5-0-0-0
2021-39	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON DECLARING THE RESULTS OF A PROPOSITION 218 PROTEST PROCEEDING PUBLIC HEARING AND ADOPTING SOLID WASTE RATES EFFECTIVE JANUARY 1, 2021	11/22/2021	5-0-0-0

<b>Number</b>	<b>Subject</b>	<b>Date</b>	<b>Vote</b>
2021-40	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE RESTATED AND AMENDED FRANCHISE AGREEMENT WITH GILTON SOLID WASTE MANAGEMENT, INC., FOR SOLID WASTE MANAGEMENT SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT	11/22/2021	5-0-0-0
2021-41	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON FINDING THERE REMAINS A REASONABLE RELATIONSHIP BETWEEN CURRENT NEEDS FOR THE CITY'S DEVELOPMENT IMPACT FEES AND THE PURPOSES FOR WHICH THEY WERE ORIGINALLY CHARGED (GOVERNMENT CODE SECTION 66000 ET. SEQ.) RELATED TO THE CITY'S ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR THE FISCAL YEAR ENDED JUNE 30, 2021	12/13/2021	5-0-0-0
2021-42	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE STANISLAUS COUNTY SHERIFF'S DEPARTMENT TO LEASE FOUR AUTOMATED LICENSE PLATE READER (ALPR) CAMERA SYSTEMS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING	12/13/2021	5-0-0-0
2021-43	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE AGREEMENT WITH TURLOCK IRRIGATION DISTRICT CONSENTING TO COMMON USE FOR THE PARKWOOD CANAL CROSSING AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT	12/13/2021	5-0-0-0

<u>Number</u>	<u>Subject</u>	<u>Date</u>	<u>Vote</u>
2021-44	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AWARDING A CONTRACT FOR THE ANNUAL STRIPING OF THE CITY OF HUGHSON STREETS, BY FINELINE STRIPING FOR A PERIOD OF THREE YEARS, IN THE AMOUNT OF \$104,707 AND THE INSTALLATION OF TRAFFIC CALMING MEASURES ON 7 <sup>TH</sup> STREET	12/13/2021	5-0-0-0

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH NORTH VALLEY LABOR COMPLIANCE SERVICES FOR LABOR COMPLIANCE SERVICES ASSOCIATED WITH THE CITY OF HUGHSON WELL NO. 7 REPLACEMENT PROJECT, PHASE IV AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED AGREEMENT INCLUSIVE OF ANY FINAL EDITS BY THE CITY ATTORNEY.**

**WHEREAS**, the Well No. 7 Replacement Project, Phase IV was awarded to the lowest responsible bidder, Gateway Pacific Construction with a bid of \$7,895,716; and

**WHEREAS**, the construction start date was December 18, 2020; and

**WHEREAS**, as part of the entire Well 7 replacement construction process, the City is required to adhere to Labor Compliance Laws and monitoring; and

**WHEREAS**, due to limited City staff, and the considerable amount of time, knowledge, and effort it takes to monitor the labor compliance process, it was determined that it would be best to contract out for the services; and

**WHEREAS**, the City and North Valley Labor Compliance Services therefore entered into a Professional Services Agreement for the completion of labor compliance for Phases I and II for the Well No. 7 Replacement Project; and

**WHEREAS**, the City now proposes to amend this Agreement to update the Scope of Work to include Phase IV of the Well 7 Replacement Project and change the not to exceed cost for services provided by North Valley Labor Compliance Services to \$15,000.00 for Phase IV; and

**WHEREAS**, funding for the project is available through the California Safe Drinking Water State Revolving Fund (SDWSRF). The funding has been included in the City of Hughson Fiscal Year 2020-2021 Adopted Final Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson does hereby amend the professional services agreement with North Valley Labor Compliance Services to include Phase IV in the scope of work, authorize a not to exceed cost for labor compliance services of \$15,000.00, and authorize the City Manager to execute the Amendment 1 to the Professional Service Agreement.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 11<sup>th</sup> day of January 2021, by the following roll call vote:

**AYES:       MAYOR CARR, BAWANAN, RUSH, HILL**

**NOES: NONE.**

**ABSTENTIONS: NONE.**

**ABSENT: NONE.**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING  
THE CITY OF HUGHSON DEBT MANAGEMENT POLICY**

**WHEREAS**, the City of Hughson (City) may periodically have a need to issue debt;  
and

**WHEREAS**, the City desires to ensure all debt is issued both prudently and cost  
effectively; and

**WHEREAS**, the City desires to maintain a sound debt position and protect the  
credit quality of its obligations; and

**WHEREAS**, the City has determined that adoption of a Debt Management Policy is  
in its best interest.

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

Section 1. Adoption of the City of Hughson Debt Management Policy. The City of  
Hughson Debt Management Policy is adopted in its entirety attached as Exhibit A.

Section 2. Effective Date. The City of Hughson's Debt Management Policy is  
effective January 11, 2021.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly  
scheduled meeting on this 11<sup>th</sup> day of January 2021 by the following roll call vote:

**AYES: MAYOR CARR, BAWANAN, HILL, RUSH**

**NOES: NONE.**

**ABSTENTIONS: NONE.**

**ABSENT: NONE.**

**APPROVE:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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



# DEBT MANAGEMENT POLICY

The Debt Policy for the City of Hughson is established to ensure that all debt is issued both prudently and cost effectively. This Debt Management Policy sets certain debt management objectives and establishes overall parameters for issuing and administering debt for which the City is financially obligated or is responsible for managing.

## Debt Management Goals and Objectives

1. **Achieve the lowest cost of capital.**
2. **Maintain a prudent level of financial risk.**
3. **Preserve future financial flexibility.**
4. **Maintain strong credit ratings.**
5. **Full and timely repayment of debt.**
6. **Maintain full and complete financial disclosure and reporting.**
7. **Ensure compliance with applicable State and Federal laws.**

Adherence to the policy is essential to ensure that the City maintains a sound debt position and protects the credit quality of its obligations. It is recognized that changes in the capital markets, rating agency programs, and other unforeseen circumstances may from time to time produce situations that are not covered by the policy and will require modification or exceptions to achieve policy goals. In these cases, management flexibility is appropriate, provided specific authorization from the City Manager and the Council is obtained.

## When Debt Could Be Issued

Debt is one option that the City of Hughson has to pay for a capital asset. Below are the conditions when debt would be a better choice for the City of Hughson.

**Low interest rates.** Low interest rates mean a lower total cost of borrowing.

**Soft construction market.** The community can benefit if the City of Hughson uses debt to build more assets while construction costs are low.

**The asset has a long, useful life.** Assets that last a long time will benefit citizens and taxpayers far into the future. It is fair for these future taxpayers and citizens to help pay the cost of the asset by paying for some of the debt.

**City of Hughson's forecasts show that debt is affordable.** Debt adds a long-term cost to the budget.

**Use of debt is consistent with legal and other limits.** Other levels of government and this policy describe limits that the City of Hughson must observe.

## When Debt Shouldn't Be Issued

There are many cases where debt is not the right financing tool. Below are important cases where debt should not be used:

**Paying for ongoing public services.** Ongoing public services benefit today's citizens and taxpayers, but debt will be paid by tomorrow's citizens and taxpayers.

**Life of the debt is longer than the life of the capital asset it funds.** If the debt lasts for longer than the capital asset, then future taxpayers and citizens will pay for an asset that they do not benefit from.

**Cost of issuing debt is too high.** The City of Hughson has to pay certain costs and fees to issue debt. These costs may outweigh the benefits that debt provides, especially for small capital projects.

## Allowable Debt Instruments

The debt instruments that the City of Hughson may use are described by state law. In the issuance and management of debt, the City shall comply with all legal requirements imposed by federal, state, and local rules and regulations, as applicable.

### A. Long-term Borrowing

Long-term borrowing may be used to finance the acquisition or improvement of land, facilities, or equipment for which it is appropriate to spread these costs over more than one budget year and will be reflected in the Adopted Final Budget – Debt Schedule.

Long-term borrowing shall not be used to fund normal and re-occurring operating costs.

### B. Short-term Borrowing

In general, short-term borrowing through financing vehicles such as commercial paper and lines of credit, will be considered as an interim source of funding for a capital improvement in anticipation of long-term borrowing or for the acquisition of equipment.

Short-term debt may be issued for any purpose for which long-term debt may be issued, including financing related costs.

The final maturity of the debt issued to finance the project shall be consistent with the economic or useful life of the project and, unless the City Council determines that extraordinary circumstances exist, must not exceed seven (7) years.

Short-term borrowing may be considered if available cash is insufficient to meet short-term operating needs.

### C. Refunding

Periodic reviews of outstanding debt will be undertaken to identify refunding opportunities. Refunding will be considered if and when there is a net economic benefit of the refunding.

## **D. Lease Financing**

As used in this section, the term “lease financing” means any lease or sublease made between the City and another party for the purpose of financing the acquisition, construction, or improvement by the City of real property or equipment. By way of example and not limitation, the term “lease financing” includes certificates of participation, lease revenue bonds or lease revenue notes.

Prior to bringing a lease financing to the City Council for approval, the Finance Department will perform initial due diligence on the project to be financed. The review will include an identified revenue source for repayment and the volatility of the revenue source. The information will be presented to Council for review and consideration.

### **General Fund Debt**

There is a limit on the amount of debt that is affordable for the City of Hughson. The City defines the measure of affordability:

Annual debt service as a percent of general expenditures measures the resources that debt uses in the annual budget. If this measure gets too high, the City could have trouble providing regular services to the citizens. *The City of Hughson will limit annual debt service as a percent of general expenditures to no more than 15%.*

Debt will be structured for the shortest period possible, consistent with a fair allocation of costs to current and future beneficiaries or users. The issuance of General Fund debt should be of a duration that it does not exceed the useful life of the improvement that it finances and where feasible, should be shorter than the projected economic life. The standard term of long-term borrowing is typically 15-30 years.

### **Enterprise Fund Debt**

Enterprise fund debt will be structured such that the obligations do not exceed the expected useful life of the assets being purchased or constructed. The City shall keep the final maturity at or below 40 years unless special circumstances arise warranting the need to extend the debt schedule.

### **Roles and Responsibilities**

The City Council shall:

- Approve indebtedness.
- Approve appointment of independent financial advisor and bond counsel.
- Approve the Debt Management Policy.
- Approve budgets sufficient to provide for the timely payment of principal and interest on all debt.
- In consultation with the City’s financial advisor and bond counsel, shall determine the most appropriate instrument for a proposed bond sale.

The Finance Director in consultation with the City Manager and the Council’s Budget and Finance Committee shall:

- Assume primary responsibility for debt management.
- Provide for the issuance of debt at the lowest possible cost and risk.
- Determine the available debt capacity.
- Provide for the issuance of debt at appropriate intervals and in reasonable amounts as required to fund approved capital expenditures.
- Recommend to the City Council the manner of sale of debt.
- Monitor opportunities to refund debt and recommend such refunding as appropriate.
- Comply with all Internal Revenue Service, Securities and Exchange, and Municipal Securities Rulemaking Board rules and regulations governing the issuance of debt.
- Provide for the timely payment of principal and interest on all debt and ensure that the fiscal agent receives funds for payment of debt service on or before the payment date.
- Comply with all terms, conditions, and disclosures required by the legal documents governing the debt issued.
- Submit to the City Council all recommendations to issue debt.
- Apply and promote prudent fiscal practices.

The City's Finance Department shall be responsible for:

- The solicitation and selection of professional services that are required to administer the City's debt. Professional Service providers shall be selected per the City of Hughson's Procurement Policies and Procedures. These services shall be regularly monitored by the Finance Director.
- Prepare an annual debt report as part of the City's Final Budget, for review by the Budget and Finance Committee and the City Council as part of the annual budget process.

**CITY COUNCIL  
CITY OF HUGHSON  
RESOLUTION NO. 2021- 03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING  
THE CITY'S MEMBERSHIP IN THE VALLEY WATER COLLABORATIVE AND  
AUTHORIZING THE PAYMENT OF 3.6% OF THE TOTAL COSTS ASSOCIATED  
WITH THE PREPARATION OF THE REPORTS REQUIRED TO MEET THE STATE  
REQUIREMENTS FOR NITRATE COMPLIANCE ORDER R5-2012-0003**

**WHEREAS**, on May 29, 2020 the City received a Notice to Comply from the Central Valley Regional Water Quality Control Board related to the presence of nitrates in the groundwater; and

**WHEREAS**, as the operator of the Hughson Wastewater Treatment Facility in the Priority 1 basin area, where nitrates are present, the City is required to comply with Order R5-2012-0003, which requires the implementation of a Nitrate Control Program; and

**WHEREAS**, compliance can be achieved by two Pathways, Pathway A or Pathway B; and

**WHEREAS**, the City has elected to choose Pathway B which includes joining a Local Management Zone with other operators to reduce nitrate loading and to provide replacement water to communities and individuals whose wells are impacted by nitrates if necessary; and

**WHEREAS**, the City will join the Local Management Zone known as the Valley Water Collaborative to collectively develop a Preliminary Management Zone Proposal, Early Action Plan, Final Management Zone Proposal, and Implementation Plan; and

**WHEREAS**, by joining this Management Zone the City agrees to pay 3.6% of the costs associated with the hiring of a consultant and the preparation of documents necessary for the City to be in compliance with order R5-2012-0003; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson does hereby approve the City of Hughson's membership in the Valley Water Collaborative and authorizes the payment of 3.6% of the total costs associated with the preparation of the reports required to meet the state requirements for Nitrate Compliance Order R5-2012-0003.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 25<sup>th</sup> day of January 2021, by the following roll call vote:

<  
<  
<

**AYES: MAYOR CARR, BAWANAN, RUSH, HILL**

**NOES: NONE.**

**ABSTENTIONS: NONE.**

**ABSENT: NONE.**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON REMOVING  
FORMER MAYOR JERAMY YOUNG, AND ADDING NEW MAYOR GEORGE CARR AS  
A SIGNATORY ON THE CITY OF HUGHSON BANK ACCOUNTS AT BANK OF THE  
WEST, EFFECTIVE FEBRUARY 8, 2021**

**WHEREAS**, Jeramy Young has resigned from his position as Mayor and has left City of Hughson employment; and

**WHEREAS**, George Carr was appointed to the position of Mayor at the regular January 11, 2021 City Council meeting; and

**WHEREAS**, it is necessary to make changes to the City of Hughson bank accounts, by removing former Mayor Jeramy Young, and adding new Mayor George Carr as a designated signatory on the signature card for the City of Hughson Bank Account; and

**WHEREAS**, Bank of the West requires the City of Hughson provide the bank with certified copies of the City Council Minutes from which action was taken to remove a designated signatory from, and/or, add a new signatory to the bank signature card.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson hereby remove former Mayor Jeramy Young and add new Mayor George Carr, as a designated signatory on the City bank accounts; effective February 8, 2021.

**PASSED AND ADOPTED** by the Hughson City Council at a regular meeting thereof, held on January 25, 2021, by the following vote:

**AYES:           MAYOR CARR, BAWANAN, HILL, RUSH**

**NOES:           NONE.**

**ABSTENTIONS:  NONE.**

**ABSENT:        NONE.**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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

**CITY COUNCIL  
CITY OF HUGHSON  
RESOLUTION NO. 2021-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING  
THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT  
WITH PROVOST & PRITCHARD CONSULTING GROUP FOR CONTRACT  
ENGINEERING DESIGN SERVICES FOR 1,2,3-TRICHLOROPROPANE  
TREATMENT SERVICES**

**WHEREAS**, on July 27, 2020 the City of Hughson entered into a Professional Services Agreement with Provost and Pritchard for Engineering Design Services for 1,2,3-Trichloropropane Treatment for wells 3, 4, and 8 in the City of Hughson; and

**WHEREAS**, the City and Consultant now desire to amend the scope of the Agreement by replacing the original Exhibit A attached to the Agreement with a new Exhibit A which includes providing engineering design services for the City of Hughson Well 8 and amending the Not to Exceed amount from \$467,000 to a Not to Exceed amount of \$259,000; and

**WHEREAS**, all other terms and provisions of the agreement remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson does hereby approve the First Amendment to the Professional Services Agreement with Provost and Prichard 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 22nd day of February 2021 by the following roll call vote:

**AYES:           MAYOR CARR, HILL, BAWANAN, BUCK, RUSH**

**NOES:           NONE.**

**ABSTENTIONS:  NONE.**

**ABSENT:        NONE.**



**ASHTON GOSE, Deputy City Clerk**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

(City of Hughson/Provost & Pritchard Consulting Group)

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made effective February 22, 2021. The parties are identified in the Recitals below.

RECITALS

- A. Effective July 27, 2020, the City of Hughson, a California municipal corporation ("City") and Provost & Pritchard Consulting ("Consultant") entered into a Professional Services Agreement ("Agreement"), a true and correct copy of which is attached hereto as Attachment 1.
  
- B. City and Consultant now desire to amend the scope of the Agreement by replacing the original Exhibit A attached to the Agreement with a new Exhibit A which includes providing engineering design services for the City of Hughson Well 8 and amending the Not to Exceed Amount from \$467,000 to a Not to Exceed Amount of \$259,000.

NOW, THEREFORE, the parties agree as follows:

**FIRST:** Section 1.1 is hereby amended to read as follows:

"Scope of Services" the professional services as are generally set forth in Consultants February 10, 2021, proposal to City attached hereto as Exhibit A and incorporated herein by this reference. Assignment of specific task orders will be issued."

**SECOND:** Exhibit A is amended by replacing the Consultant's January 31, 2020, proposal to the City with the Consultant's February 10, 2021, proposal to the City, a copy of which is attached hereto as Exhibit A

**THIRD:** Except as modified herein, all of the other terms and provisions of the Agreement remain in full force and effect.

**ALL SIGNATURES ON PAGE 2 FOLLOWING**

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

"City"

City of Hughson

By: Merry Mayhew  
Merry Mayhew, City Manager

Date: 3-2-2021

"Consultant"

Provost & Pritchard Consulting

By: Keith Mortensen  
Keith Mortensen, PE, Vice President

Date: 2-11-2021

Attest:

By: Ashton Gose

Ashton Gose, City Clerk

Date: 3-2-2021

Approved as to form.

By: Daniel J. Schroeder

Daniel J. Schroeder, City Attorney

Date: 2-10-21



286 W. Cromwell Avenue  
Fresno, CA 93711-6162  
Tel: (559) 449-2700  
Fax: (559) 449-2715  
[www.ppeng.com](http://www.ppeng.com)

February 10, 2021

Merry Mayhew  
City of Hughson  
7018 Pine Street  
Hughson, CA 95326

**RE: Amendment for Proposed Engineering Design Services for 1,2,3-Trichloropropane Treatment at City Supply Wells, City of Hughson, California**

Dear Ms. Mayhew:

The City of Hughson and Provost & Pritchard Consulting Group entered into an agreement for engineering design services for 1,2,3-TCP treatment for Wells 3, 4, and 8 in July 2020. The City asked Provost & Pritchard to revise the scope of work to only include services for Well 8. This scope of work incorporates these changes and supersedes the previous scope.

#### Scope of Services

Our updated scope of work for this project is broken down into the following phases.

#### Phase SD: Schematic Design Phase

- Project Management
  - Conduct project management and administration.
  - Prepare and maintain workplan and design schedule.
  - Attend kick-off meeting with City staff.
  - Prepare and submit monthly billing.
  - Conduct QA/QC program.
- Surveying
  - Conduct right-of-way and boundary research for the well site.
  - Conduct field survey to locate sufficient monumentation to re-establish the right-of-way and property lines within the project limits.
  - Conduct topographic ground surveys of the project limits.
- Agency and Utility Coordination
  - Utility Notifications – Send utility request letters to utility companies to obtain utility information within the project limits.
  - Review Record Information and complete utility base mapping.

- **Geotechnical Services**
  - Hire geotechnical subconsultant to conduct exploratory borings, laboratory testing and provide geotechnical engineering report containing findings, conclusions, and recommendations for use in design and preparation of construction specifications.
- **Schematic Design**
  - Update our existing water quality model prepared during the Feasibility Study with the latest sampling data.
  - Identify any additional samples required.
  - Discuss wash water reclamation and disposal options with the City.
  - Update the capital and operations and maintenance costs from the Feasibility Study.
  - Prepare preliminary 3-D site plan showing the existing facilities and the new GAC vessels. This drawing will be prepared to at least the 10% level to help the City with the property acquisition process.
- **Assumptions**
  - The project management budget is based on a total design project duration of 6 months.
  - Sufficient monumentation will be locatable to determine right-of-way and property limits.
  - The GAC treatment plant is being constructed adjacent to an existing City of Hughson well site.
  - The City will pay for all water quality sampling fees directly.

#### **Phase CD: Construction Document Phase**

- **Preliminary Plans, Specifications, and Cost Estimate**
  - Address any remaining comments on the preliminary site plan.
  - Prepare plans for the wellhead treatment construction project, including the following sheets:
    - Cover And Index (1 Sheet)
    - General Notes (1 Sheet)
    - Legend And Abbreviations (1 Sheet)
    - Hydraulic Profile (1 Sheet)
    - Horizontal Control Plan (1 Sheet)
    - Demolition Plan (1 Sheet)
    - Site Plan (1 Sheet)
    - Grading Plan (1 Sheet)
    - Site Piping Plan (1 Sheet)

- GAC Vessel Piping Plan (1 Sheet)
  - Manifold Piping Details (1 Sheet)
  - Miscellaneous Details (7 Sheets)
  - Electrical Sheets (6 sheets) prepared by hired electrical engineering subconsultant.
- Prepare preliminary technical specifications in CSI format.
- Prepare Engineer's Opinion of Probable Construction Cost.
- Submit preliminary (60%) plans, specifications and estimate (PS&E).
- Submit drawings on P&P standard title block (PDF format).
- Submit drawings and specifications to DDW for review (PDF format).
- Schedule and conduct workshop review meeting with DDW.
- *Assumptions*
  - City boiler plate front-end specifications will be used (if available).
  - Wash water will be discharged into an adjacent stormwater basin.
- *Permitting Assistance*
  - Coordinate with the State Water Resources Control Board – Division of Drinking Water (DDW) and the Central Valley Regional Water Quality Control Board regarding the project.
  - Prepare and submit Operations Plan to DDW for approval.
  - Prepare and submit Report of Waste Discharge for wash water land application.
- *Assumptions*
  - City will pay for all permit fees directly.
  - No permits will be required other than those specifically identified above.
  - The City will coordinate with property owners adjacent to the new treatment site regarding aesthetic impacts, and construction activities.
  - Existing electrical service is adequate for addition of treatment equipment power and instrumentation.
- *Draft Final (95%) Design*
  - 60% submittal review meeting with City.
  - Address 60% review comments.
  - Prepare draft final plans, including the same sheets listed in the previous phase.
  - Prepare draft final technical specifications.

- Incorporate City up-front contract documents.
- Prepare draft final cost opinions.
- Submit draft final plans (on P&P standard title block), specifications, and estimate (PDF format).
  
- Final (100%) Plans, Specifications, and Estimates
  - 95% submittal review meeting with City.
  - Address draft final review comments.
  - Prepare final plans.
  - Prepare final technical specifications.
  - Prepare final opinion of probable construction costs.
  - Submit final plans, specifications, and estimates.
  - Submit bid-ready documents (on P&P standard title block) (PDF format).
  
- Building Division Plan Review
  - Submit two full-size plan sets and one set of structural calculations for Building Division plan check.
  - Complete backcheck process to obtain Building Division approval.
  
- *Assumptions*
  - Contractor will prepare and implement Storm Water Pollution Prevention Plan and Dust Control Plan if required.

#### **Phase BD: Bidding Assistance**

- Bidding Services
  - Attend pre-bid conference.
  - Assist with the preparation of addenda and clarifications as necessary during the bid period.
  - Review bid proposals and provide recommendation for award.
  
- *Assumptions*
  - City of Hughson will advertise and facilitate the bidding process and Provost & Pritchard will assist.

### **Phase CA: Construction Contract Administration**

- Construction Phase Services
  - Attend pre-construction kickoff meeting.
  - Review contractor submittals prior to the start of construction.
  - Make periodic site visits while construction is active to observe the progress of work; including a site visit for substantial completing and a final walk-through. A total of four (4) construction administration site visits are included in the scope of services.
  - Assist in response to RFIs (assumed 4 RFI responses).
  - Review the contractor's completion documents.
  - Prepare record drawings based on "as-built" information furnished by the Contractor and City.
  - Provide one copy of reproducible record drawings to City for permanent records.
  - Assist with startup.

#### *Deliverables*

- RFI Responses (electronic PDF)
- Record drawings (electronic PDF)

#### **Overall Assumptions**

- A Conditional Use Permit (CUP) will not be required.
- No flood plain surveys will be required.
- The City will prepare required environmental permitting and will pay all agency review, permit, and/or utility service application fees.
- The City's existing SCADA system can support the addition of the instrumentation and controls associated with the GAC plant.

#### **Fee Estimate**

Provost & Pritchard Consulting Group will perform the services in these phases on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. Reimbursable expenses will be invoiced monthly as they are accrued, and our total fees, including reimbursable expenses, will not exceed our estimate without additional authorization. The estimated fee for these work items is \$259,000.

Proposed Fee – City of Hughson TCP Design Services, Well 8	
Phase	Estimated Fee
Phase SD – Schematic Design	\$37,000
Phase CD – Construction Documents	\$165,000
Phase BD – Bidding Assistance	\$15,000
Phase CA – Construction Administration	\$42,000
Total Estimated Fee	\$259,000

**Additional Provost & Pritchard Services**

The following services are not included in the original proposal or this amendment. However, these and others can be provided at additional cost upon request.

- Carbon or GAC vessel procurement assistance bid package
- Construction Management services
- Services associated with land acquisition
- Applying for plan amendment, rezoning, or code variances
- Legal descriptions and exhibits
- Payment of plan check and permit fees
- Potholing and utility locating services
- Environmental permitting assistance
- Landscape improvements or modifications
- Hydraulic modeling or surge analysis
- Construction staking
- As-built survey
- Radio path survey
- Contractor prequalification
- Labor compliance assistance
- Preparation of Dust Control plans or Storm Water Pollution Prevention Plans (SWPPP)

If this amendment is acceptable, please sign and return a copy. This document will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Client:

Provost & Pritchard Engineering Group,  
Inc. dba Provost & Pritchard Consulting  
Group

<hr/>	<hr/>
<b>By:</b>	<b>By:</b>
<hr/>	<hr/>
<b>Name/Title:</b>	<b>Name/Title:</b> Keith Mortensen Vice President
<hr/>	<hr/>
<b>Date Signed:</b>	<b>Date Signed:</b> 2-9-2021
<hr/>	<hr/>

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADDING NEW  
DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES ANNA NICHOLAS AS A  
SIGNATORY ON THE CITY OF HUGHSON BANK ACCOUNTS  
AT BANK OF THE WEST, EFFECTIVE MARCH 22, 2021**

**WHEREAS**, Anna Nicholas was hired to the position of Director of Finance and Administrative Services on March 1, 2021; and

**WHEREAS**, it is necessary to make changes to the City of Hughson bank accounts, by adding Director of Finance and Administrative Services Anna Nicholas as a designated signatory on the signature card for the City of Hughson Bank Account; and

**WHEREAS**, Bank of the West requires the City of Hughson provide the bank with certified copies of the City Council Minutes from which action was taken to remove a designated signatory from, and/or, add a new signatory to the bank signature card.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson hereby add new Director of Finance and Administrative Services Anna Nicholas, as a designated signatory on the City bank accounts; effective March 22, 2021.

**PASSED AND ADOPTED** by the Hughson City Council at a regular meeting thereof, held on March 8, 2021, by the following vote:

**AYES:           MAYOR PRO TEM HILL, BAWANAN, BUCK, RUSH**

**NOES:           NONE.**

**ABSTENTIONS:   NONE.**

**ABSENT:       MAYOR CARR**

**APPROVED.**



**HAROLD HILL, Mayor Pro Tem**

**ATTEST:**



**ASHTON GOSE, Deputy City Clerk**

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON  
APPROVING THE MID YEAR ADJUSTMENTS TO THE OPERATING BUDGET FOR  
FISCAL YEAR 2020-2021**

**WHEREAS**, on September 28, 2020, the City Council approved the operating budget, adopting Resolution No. 2020-63; and

**WHEREAS**, City staff have reviewed the funds and accounts of the City Budget during a mid-year examination; and

**WHEREAS**, after conducting an extensive review and analysis of the entire operating budget, City staff recommends budget adjustments and fund transfers that increase the estimated revenue by \$2,743,963 and increase estimated expense by \$129,222 as shown in "Exhibit A"; and

**THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hughson hereby adopts Resolution No. 2021-07, approving the budget adjustments and fund transfers as shown in "Exhibit A" to increase the budget adopted by Resolution No. 2020-63 by \$2,614,741 to \$18,686,064;

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regular meeting held on this 22<sup>nd</sup> day of March 2021 by the following roll call votes:

**AYES:     MAYOR CARR, HILL, BAWANAN, RUSH, BUCK**

**NOES:     NONE.**

**ABSTENTIONS:     NONE.**

**ABSENT:    NONE.**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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



	2020-2021 FINAL	2020-2021 MID YEAR	RECOMMENDED ADJUSTMENT
210-2110-45500	\$ 2,904,002	\$ 2,700,000	\$ (204,002)
<b>Revenue</b>			
SEWER SERVICE REVENUE			
	\$ 2,904,002	\$ 2,700,000	\$ (204,002)
			\$ (204,002) Twenty percent sewer rate reduction JAN 1 2021 approved by Council 12-2020 Decrease in revenue
<b>Expense</b>			
210-2110-62030	\$ 27,000	\$ 39,500	\$ 12,500
MAINTENANCE OF EQUIPMENT			
Vac Con Truck Pump repairs (1/2 cost)			
210-2120-62030	\$ 15,000	\$ 45,000	\$ 30,000
MAINTENANCE OF EQUIPMENT			
VFD/Belt Repair & Labor-Sewer clean out			
210-2120-66000	\$ 1,068,868	\$ 591,136	\$ (477,732)
TRANSFER OUT			
Term of SWRCB extended additional ten years			
Decrease estimated expense			
	\$ (435,232)		\$ (435,232)
<b>NET ADJUSTMENT FUND 210 SEWER OPERATIONS</b>			<b>\$ (231,230) Net adjustment</b>
<b>Fund: 215 - SEWER FIXED ASSET REPLACEMENT</b>			
<b>Expense</b>			
215-7000-61010	\$ 40,000	\$ 87,920	\$ 47,920
PROFESSIONAL SERVICES			
Willdan: Tully, Charles, Whitmore sewer design approved by Council 3/2021			
Increase estimated expense			
	\$ 47,920		\$ 47,920
<b>NET ADJUSTMENT FUND 215 SEWER FIXED ASSET REPLACEMENT</b>			<b>\$ 47,920 Net adjustment</b>
<b>Fund: 220 - SEWER DEVELOPMENT IMPACT FEE</b>			
<b>Expense</b>			
220-7000-61010	\$ -	\$ 31,428	\$ 31,428
PROFESSIONAL SERVICES			
1% pre-payment fee on Sewer Loan pay off 12/2020 approved by Council end of 2020			
220-7000-64010	\$ -	\$ 27,573	\$ 27,573
INTEREST EXPENSE			
Interest Exp on Sewer Loan pay off 12/2020			
Increase estimated expense			
	\$ 59,001		\$ 59,001
<b>NET ADJUSTMENT FUND 220 SEWER DEVELOPMENT IMPACT FEE</b>			<b>\$ 59,001 Net adjustment</b>
<b>Fund: 225 - WWTP EXPANSION</b>			
<b>Revenue</b>			
225-2110-49010	\$ 1,068,868	\$ 830,002	\$ (238,866)
TRANSFER IN			
Decreased transfer in due to extended loan term approved by Council 8/2020			
Decrease estimated revenue			
	\$ (238,866)		\$ (238,866)
<b>Expense</b>			
225-2110-64010	\$ 122,033	\$ 56,470	\$ (65,563)
Interest Expense			
Interest on the 1st payment of the Sewer loan pd off			
225-2110-64030	\$ 122,824	\$ 111,470	\$ (11,354)
Grant Charge			
Grant Charge for the remaining Sewer Loan decreased			
Decrease estimated expense			
	\$ (76,917)		\$ (76,917)
<b>NET ADJUSTMENT FUND 225 WWTP EXPANSION</b>			<b>\$ (161,949) Net adjustment</b>

	2020-2021 FINAL	2020-2021 MID YEAR	RECOMMENDED ADJUSTMENT	
<b>Fund: 240 - WATER OPERATIONS</b>				
Revenue				
240-2410-45100 WATER REVENUE	\$ 2,140,058	\$ 2,210,000	\$ 69,942	
240-2410-45144 WATER REVENUE CONSTRUCTION	\$ 1,615	\$ 11,136	\$ 9,521	
240-2410-45190 FEE RECONNECTION	\$ 8,525	\$ 65	\$ (8,460)	No shut-offs/reconnection during pandemic
240-2410-46040 INTEREST EARNED	\$ 2,198	\$ 2,450	\$ 252	
240-2410-46080 PENALTIES	\$ 23,967	\$ 28,900	\$ 4,933	
240-2410-46120 MISCELLANEOUS REVENUE	\$ 35	\$ 5,755	\$ 5,720	
			\$ 81,908	Increase estimated revenue
				<b>REVENUE</b>
<b>Fund: 240 - WATER OPERATIONS</b>				
Expense				
240-2410-61010 PROFESSIONAL SERVICES	\$ 75,000	\$ 77,350	\$ 2,350	Valley Water Collaborative-Nitrate Program approved by Council 1/2020
240-2410-62030 MAINTENANCE OF EQUIPMENT	\$ 25,000	\$ 37,500	\$ 12,500	For Vac Con Truck pump repairs (1/2 cost)
			\$ 14,850	Increase estimated expense
				<b>EXPENSE</b>
			\$ 67,058	Net adjustment
				<b>NET ADJUSTMENT FUND 240 WATER OPERATIONS</b>
<b>Fund: 245 - WATER TCP123</b>				
Revenue				
245-2420-46070 TCP123 FMC SETTLEMENT FUND	\$ -	\$ 2,812,753	\$ 2,812,753	Increase revenue to actual settlement funds recd approved by Council 2020
			\$ -	
				<b>EXPENSE</b>
245-2420-61010 PROFESSIONAL SERVICES	\$ -	\$ 259,000	\$ 259,000	Provost & Pritchard Amendment-TCP123 Design approved by Council 2/2021
			\$ 259,000	Increase estimated expense
				<b>EXPENSE</b>
			\$ 2,553,753	Net adjustment
				<b>NET ADJUSTMENT FUND 245 WATER TCP123</b>
<b>Fund: 383 - VEHICLE ABATEMENT</b>				
Expense				
383-3830-66000 TRANSFER OUT	\$ 14,400	\$ 20,000	\$ 5,600	Increase transfer out to pay for CE additional hours approved by Council at Final Budget
<b>Fund: 384 - SUPPLEMENTAL LAW ENFORCEMENT FUND</b>				
Expense				

384-3840-61010	PROFESSIONAL SERVICES	2020-2021 FINAL	2020-2021 MID YEAR	RECOMMENDED ADJUSTMENT	Expense moved back to General Fund
		\$ 185,960	\$ 120,650	\$ (65,310)	
				\$ 2,743,963	Total Revenue
				\$ 129,222	Total Expenditure
				<u>\$ 2,614,741</u>	

**MID YEAR BUDGET NET ADJUSTMENTS  
FUND SUMMARY**

	<b>ADJUSTMENTS</b>
Fund: 100 - GENERAL FUND	\$ (28,140)
Fund: 210 - SEWER	\$ 231,230
Fund: 215 - SEWER FIXED ASSET REPLACEMENT	\$ (47,920)
Fund: 220 - SEWER DEVELOPMENT IMPACT FEE	\$ (59,001)
Fund: 225 - WWTP XPANSION	\$ (161,949)
Fund: 240 - WATER OPERATIONS	\$ 67,058
Fund: 245 - WATER TCP123	\$ 2,553,753
Fund: 383 - VEHICLE ABATEMENT	\$ (5,600)
Fund: 384 - SUPPLEMENTAL LAW ENFORCEMENT FUND	\$ 65,310
	<b>\$ 2,614,741</b>

**CITY OF HUGHSON**  
**CITY COUNCIL**  
**RESOLUTION NO. 2021-07**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING  
THE 2021 SENATE BILL 1, ROAD REPAIR AND ACCOUNTABILITY ACT, LOCAL  
STREETS AND ROADS ANNUAL REPORTING PROGRAM PROJECT LIST**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Hughson are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City of Hughson must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City of Hughson is expected to receive an estimated \$90,527-\$118,027 in RMRA funding in Fiscal Year 2021-2022 from SB 1; and

**WHEREAS**, City staff in coordination with the City Engineer uses all available tools and information to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City of Hughson maintain its highest pavement condition index (PCI) in the County, rehabilitate several streets/roads, add needed pedestrian, and bicycle transportation infrastructure throughout the City into the future; and

**WHEREAS**, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in a "good to excellent" condition and this revenue will help us increase the overall quality of our road system and over

the next decade will maintain our streets and roads in a “good to excellent” condition;  
and

**WHEREAS**, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

**WHEREAS**, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

**WHEREAS**, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

**WHEREAS**, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

**WHEREAS**, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

**WHEREAS**, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site runoff; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure will have significant positive co-benefits statewide.

**NOW, THEREFORE IT IS HEREBY RESOLVED** that the City Council of the City of Hughson does hereby approve the 2021 Senate Bill 1, Road Repair and Accountability Act, Local Streets and Roads Annual Reporting Program Project List, attached hereto as Exhibit “A”, which includes a carryover project from the 2020 Senate Bill 1 list.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Hughson on this 8th day of March 2021, by the following vote:

**AYES: MAYOR PRO TEM HILL, BAWANAN, BUCK, RUSH**

**NOES: NONE.**

**ABSTENTIONS: NONE.**

**ABSENT: MAYOR CARR**

**APPROVED:**

  
**HAROLD HILL, Mayor Pro Tem**

**ATTEST:**



**ASHTON GOSE, Deputy City Clerk**

**EXHIBIT "A"**

**2021 Senate Bill 1, Road Repair and Accountability Act, Local Streets and Roads  
Annual Reporting Program Project List**

<b>PROJECT</b>	<b>From</b>	<b>To</b>	<b>Type</b>	<b>Year</b>
Whitmore Avenue Resurfacing Project-Design and Engineering	Santa Fe	Euclid	Maintenance	2021
Carryover List				
Whitmore Avenue Pedestrian Improvement Project – Design and Engineering	E of Tully Road	Charles Street	Maintenance	2020/2021

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON  
ACCEPTING THE 2020 ANNUAL GENERAL PLAN REPORT AND THE 2020  
HOUSING ELEMENT PROGRESS REPORT**

**WHEREAS**, the City of Hughson is required by Government Code Section 65400 to provide an Annual Report on the General Plan, by April 1 of each year, for the preceding year; and

**WHEREAS**, the Annual Report must be transmitted to the City Council, the California Office of Planning and Research (OPR), and Department of Housing and Community Development (HCD); and

**WHEREAS**, the Annual Report must include the following: a) the status of the General Plan and progress in its implementation, b) the City's progress in meeting its share of the regional housing needs and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing, the degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 as well as the date of the last revision to the general plan; and

**WHEREAS**, the Hughson Planning Commission has reviewed the 2020 Annual Report on the Hughson General Plan and the 2020 Annual Housing Element Progress Report.

**NOW THEREFORE BE IT RESOLVED** that the Hughson City Council does hereby accept the 2020 Annual Report on the Hughson General Plan and the 2020 Annual Housing Element Progress Report.

**PASSED AND ADOPTED** by the Hughson City Council at a regular meeting thereof held on March 22, 2021, by the following vote:

**AYES:       MAYOR CARR, HILL, BAWANAN, RUSH, BUCK**

**NOES:       NONE.**

**ABSTENTION:    NONE.**

**ABSENT:         NONE.**

»

»

»

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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

**CITY COUNCIL  
CITY OF HUGHSON  
RESOLUTION NO. 2021-09**

**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 WASTEWATER TREATMENT PLANT**

**WHEREAS**, the City requires support and assistance complying with required semiannual groundwater monitoring and compliance services for the Wastewater Treatment Plant; and

**WHEREAS**, the City has used the services of Condor Earth Technologies, Inc. (Condor) for wastewater treatment services and has a separate Professional Services Agreement for services related to stormwater regulations; and

**WHEREAS**, Condor has an extensive history with the City and its groundwater monitoring and related wastewater treatment support services, and the City wishes to continue using their services; and

**WHEREAS**, the scope of services includes the semiannual groundwater monitoring, reporting, sampling, and compliance services for the Wastewater Treatment Plant and other regulatory requirements and all services rendered, not to exceed \$64,352 for the term of this Agreement; 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. in an amount not to exceed \$64,352 for semiannual groundwater monitoring and to aid in compliance services for the wastewater treatment plant attached hereto as Attachment "A" and authorizes the City Manager to sign the agreement.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 10<sup>th</sup> day of May 2021 by the following roll call vote:

**AYES:           MAYOR PRO TEM HILL, BAWANAN, RUSH, BUCK**

**NOES:           NONE.**

**ABSTENTIONS:  NONE.**

**ABSENT:       MAYOR CARR**

»  
»  
»  
»

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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

**CITY COUNCIL  
CITY OF HUGHSON  
RESOLUTION NO. 2021-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AWARDING THE WALKER LANE IMPROVEMENT PROJECT TO RESPONSIBLE LOW BIDDER McFADDEN CONSTRUCTION, INC., IN THE AMOUNT OF \$254,845.00 AUTHORIZING A 10% CONSTRUCTION CONTINGENCY AS WELL AS A 10% SET-ASIDE FOR CONSTRUCTION TESTING AND INSPECTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FINAL CONSTRUCTION CONTRACT**

**WHEREAS**, the Walker Lane Improvement Project was competitively bid pursuant to Public Contract Code §22032(b); and

**WHEREAS**, four sealed bids were received and opened on April 8, 2021, and the responsible low bidder was McFadden Construction, Inc., with a bid of \$254,845.00 and

**WHEREAS**, the Engineer's estimate for the project was \$258,651.80; and

**WHEREAS**, the bid has been analyzed and determined to meet the City of Hughson's request for the Walker Lane Improvement Project; and

**WHEREAS**, funding for the project is available through the Community Development Block Grant (CDBG) Program, of which the City receives an annual allocation, and the funding has been included in the City of Hughson Adopted Fiscal Year 2020-2021 Budget; and

**WHEREAS**, a 10% construction contingency as well as a 10% construction testing and inspection set-aside is needed for the project budget.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson does hereby award the Walker Lane Improvement Project to responsible low bidder McFadden in the amount of \$254,845.00, authorizes a 10% construction contingency as well as a 10% set-aside for construction testing and inspection, for a total project cost of \$305,814, and authorizes the City Manager to execute the final construction project with McFadden Construction, Inc.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 10<sup>th</sup> day of May 2021 by the following roll call vote:

**AYES:           MAYOR PRO TEM HILL, BAWANAN, RUSH, BUCK**

**NOES:           NONE.**

**ABSTENTIONS:  NONE.**

**ABSENT:       MAYOR CARR**

»  
»

APPROVED:

  
\_\_\_\_\_  
GEORGE CARR, Mayor

ATTEST:

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

**CITY COUNCIL  
CITY OF HUGHSON  
RESOLUTION NO. 2021-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING  
THE FIRST AMENDMENT TO THE AGREEMENT WITH CSG CONSULTANTS, INC.  
FOR CONTRACT PLAN REVIEW AND BUILDING INSPECTION SERVICES AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT**

**WHEREAS**, on July 1, 2020 the City and CSG Consultants, Inc., entered into an agreement (“Agreement”) for contract plan review and building inspection services; and

**WHEREAS**, the parties to the Agreement wish to extend the Agreement for an additional two years at the rates identified in Exhibit A attached hereto; and

**WHEREAS**, all provisions of the Agreement, except for those terms subject to this Amendment, are to remain enforceable.

**NOW, THEREFORE**, that the City Council of the City of Hughson does hereby adopt this Resolution approving the attached First Amendment to the Agreement with CSG Consultants, Inc., extending the term for two (2) years at the rates identified in Exhibit A for contract plan review and building inspection services and authorizing the City Manager to sign the amendment and related documents inclusive of any final edits by the City Attorney.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regular meeting held on this 10th day of May 2021, by the following roll call votes:

**AYES:           MAYOR PRO TEM HILL, BAWANAN, RUSH, BUCK**

**NOES:           NONE.**

**ABSTENTIONS:   NONE.**

**ABSENT:        NONE.**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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

**MASTER  
PROFESSIONAL SERVICE AGREEMENT  
(City of Hughson/CSG Consultants)**

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

**RECITALS**

WHEREAS, the City has determined that it requires the professional services of a consultant to provide contract plan review and building inspection 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 January 22, 2020 proposal to City attached hereto as Exhibit A.

1.2.     "Approved Fee Schedule" means the compensation rates as are set forth in Section 5 "Cost Proposal" of Consultant's February 18, 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 July 1, 2020 and shall expire at 11:59 p.m. on June 30, 2021 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 22, 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.**

**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 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.

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:

Mr. Cyrus Kianpour, PE, PLS  
CSG Consultants, Inc.  
550 Pilgrim Drive  
Foster City, CA 94404  
Telephone: 650.522.2500  
With a copy to (facsimile): (209) 862-1079

### 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 interest, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Hughson Conflict of Interest Code, as that term is applied to consultants.

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.

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.

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

“City”

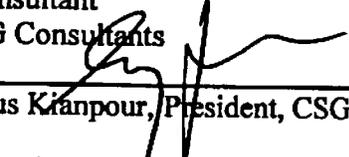
City of Hughson

By:   
Raul L. Mendez, City Manager

Date: 5-2-2020

“Consultant”

CSG Consultants

By:   
Cyrus Kianpour, President, CSG Consultants, Inc.

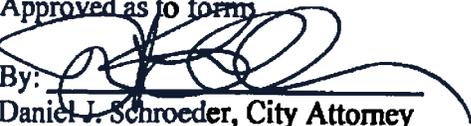
Date: 4-27-20

Attest:

By:   
Ashton Gose, Deputy City Clerk

Date: 5/4/2020

Approved as to form

By:   
Daniel J. Schroeder, City Attorney

Date: 5/4/2020

## EXHIBIT A SCOPE OF WORK

### **Building Plan Review**

Consultants shall provide comprehensive plan check review, analysis and comments, including electronic review. Plans shall be reviewed for compliance with the most recently adopted City, State, and Federal building codes, ordinances and other applicable laws and regulations. Review to include building plans, calculations, specifications and reports for a determination of compliance with all applicable codes, ordinances, laws and regulations.

The review shall provide written and electronic comments that include the following:

- Complete and detailed comments
- References to plan sheet pages
- Determination of compliance with all applicable codes, ordinances, laws, and regulations
- References to specific codes, regulations and laws for each noted correction
- The name and direct phone number for the person who performed the review of said plans
- Plans examiner shall make themselves available to review comments with the Applicant, as well as the City's planning designee
- Review of professionally prepared Structural Plans and Calculations shall be performed by an individual registered in the State of California as a Professional Engineer
- Commercial and Multi-Family Plans shall also be reviewed by a registered CASp (Certified Access Specialist Property) individual

Upon consultant determination of plan compliance with applicable codes, the approved plans shall be transmitted to the Building Department in a final form ready for building permit issuance with all applicable corrections completed and appropriately denoted on final plans. The consultant shall wet stamp three (3) set of plans as "Approved", which will be returned to the City for disbursement. The same final set will be sent electronically to the City for digital reference.

### **Building Inspection**

Upon direction by the Community Development Director or his/her designee, the Consultant shall provide building inspection and CASp inspection services during the course of construction to enforce compliance with the conditions of approval, provisions of the City's building laws and the code requirements set forth on the approved plans for which the City issued a permit. In the performance of such duties, the Consultant shall observe each project at the completion of various stages of construction for compliance with all relevant State and City building codes. The Building Inspector shall hold necessary Certifications for the tasks assigned. The Building Inspector shall have all needed tools for inspection including vehicle, insurance, etc. The Building Inspector shall have a set schedule of days and any change in days shall be reviewed with the Community Development Director or designee. An Inspector shall be available to perform inspections for the City no less than four days a week.

The services described above will be provided as may be requested by the City and on an as needed basis as directed by the Community Development Director or his/her designee and approved by the City Manager. Services will be defined, scheduled and authorized using Task Orders and will be billed monthly on a time and materials basis (per negotiated rate schedule). There will be no monthly retainer fee for services. All time billed to the City will be kept in a detailed log by project and submitted with each billing statement. There shall be no minimum hour charge for Building Inspection services.

**EXHIBIT B  
APPROVED FEE SCHEDULE**

REVIEW TYPE / ROLE	ALL INCLUSIVE FEE / HOURLY RATE
Full Plan Review	75% of City's Building Plan Check Fees
Structural Plan Review	50% of City's Building Plan Check Fees
Plumbing, Mechanical & Electrical Plan Review	35% of City's Building Plan Check Fees or 75% of City's P/M/E Plan Check Fees
Expedited Plan Review	95% of City's Building Plan Check Fees
Plan Review Engineer	\$130
Building Official	\$160
CASp Consultation	\$135
Combination Building Inspector	\$90
CASp Inspection	\$135
Certified Permit Technician	\$65
Overtime	1.5 x Hourly Rate
Holidays & Weekends	2.0 x Hourly Rate

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. CSG will coordinate the pickup and return of plans to and from CSG via a licensed courier service at no additional cost. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. On each anniversary of the contract start date, CSG will initiate a rate increase based on change in CPI-U for the applicable region. CSG will mail an invoice every month for services rendered during the previous month.

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION 2021-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON  
SUPPORTING THE APPROVAL OF THE FISCAL YEAR 2021-2022  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION  
PLAN (AAP)**

**WHEREAS**, Stanislaus County in partnership with the cities of Ceres, Hughson, Newman, Oakdale, Patterson and Waterford form the Stanislaus Urban County for purposes of developing the AAP and receiving federal Housing and Urban Development (HUD), Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) Program funding; and

**WHEREAS**, the development process of the AAP included several public meetings held at various locations and times throughout the urban county jurisdictions; and,

**WHEREAS**, the preparation of the AAP utilized consultation and coordination among various government agencies, private groups (for- and non-profit) and individuals; and,

**WHEREAS**, the City of Hughson staff held local community meetings on the Walker Lane Improvement Project on March 15, 2019 and April 13, 2020 and no public comments or input was received; and,

**WHEREAS**, the May 10<sup>th</sup>, 2021, City Council meeting was open to the public as an opportunity to provide comments on the Walker Lane Improvement Project; and,

**WHEREAS**, the City of Hughson, as shown in the 2021-2022 AAP, will utilize the City's CDBG allocations for the Walker Lane Improvement Project as well as future CDBG funding projected in the 2020-2025 Consolidated Plan (CP). As funding becomes available the City of Hughson will work within the CDBG income eligible areas of the City as indicated in the CP for additional projects that will be reported in future Annual Action Plans.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hughson hereby approves the Draft Fiscal Year 2021-2022 Annual Action Plan and recommends to the Stanislaus County Board of Supervisors the adoption of same.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 10<sup>th</sup> day of May 2021, by the following vote:

**AYES: HILL, BAWANAN, BUCK, RUSH**

**NOES: NONE.**

**ABSTENTIONS: NONE.**

**ABSENT: MAYOR CARR**

**APPROVED:**

  
**HAROLD HILL, Mayor Pro Tem**

**ATTEST:**

  
**ASHTON GOSE, Deputy City Clerk**

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION 2021-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING  
THE AGREEMENT EXTENDING AND AMENDING THE MEMORANDUM OF  
UNDERSTANDING BETWEEN THE CITY OF HUGHSON AND OPERATING  
ENGINEERS LOCAL UNION NO. 3 ON BEHALF OF THE CITY OF HUGHSON  
EMPLOYEES ASSOCIATION**

**WHEREAS**, the current Memorandum of Understanding (MOU) between the City of Hughson and Operating Engineers Local Union No. 3 on behalf of the City of Hughson Employees Association was executed for the term of July 1, 2018 through June 30, 2020 with a one year extension until June 30, 2021; and

**WHEREAS**, in preparation for the expiration of the current MOU, the City's negotiating team began meeting in early 2021 with Labor's negotiating team to initiate discussions; and

**WHEREAS**, labor negotiations progressed and the Union and City came to a tentative agreement in May 2021.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hughson does hereby approve the new MOU between the City of Hughson and Operating Engineers Local Union No. 3 on behalf of the City of Hughson Employees Association for the term July 1, 2021 to June 30, 2024, attached hereto as Exhibit "A", authorizes the City Manager to sign the agreement, inclusive of any final edits by the City Attorney, and approves extending the cost-of-living adjustments and equity increases to unrepresented employees and management staff.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 24th day of May 2021, by the following vote:

**AYES:       MAYOR CARR, HILL, BAWANAN, RUSH, BUCK**

**NOES:       NONE.**

**ABSTENTIONS:   NONE.**

**ABSENT:   NONE.**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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

**CITY COUNCIL  
CITY OF HUGHSON  
RESOLUTION NO. 2021-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON  
APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH  
DE NOVO PLANNING GROUP FOR PREPARATION OF THE GENERAL PLAN  
UPDATE**

**WHEREAS**, THE City of Hughson is required by California State Law to have a General Plan and the State Office of Planning and Research requires periodical updates a General Plan every 10-15 years, and every five years for the Housing Element portion of the General Plan; and

**WHEREAS**, the City requires support and assistance for preparation of the General Plan Update and associated Housing Element and Environmental Impact Report; and

**WHEREAS**, the City conducted a request for Proposal process to identify and select a Consultant; and

**WHEREAS**, the City will use the services of De Novo Planning Group (De Novo) for preparation of the General Plan Update and has a separate Professional Services Agreement for services related to preparation of the General Plan Update; and

**WHEREAS**, De Novo has prepared legally defensible General Plan Updates and associated Environmental Impact Reports within budget, and the City wishes to utilize their services; and

**WHEREAS**, the scope of services includes Project Initiation; Community Outreach; Existing Conditions Report; Issues, Opportunities, And Land Use Alternatives; General Plan Update; Housing Element Update; Environmental Impact Report; Meetings, Hearings, and Project Management; compliance with legal requirements and all services rendered, not to exceed \$601,682 for the term of this Agreement; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson does hereby approve the Professional Services Agreement with De Novo Planning Group in an amount not to exceed \$601,682 for preparation of the General Plan Update attached hereto as Attachment "A" and authorizes the City Manager to sign the agreement.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 24<sup>th</sup> day of May 2021 by the following roll call vote:

**AYES:           MAYOR CARR, HILL, BAWANAN, RUSH, BUCK**

**NOES:           NONE.**

ABSTENTIONS: NONE.

ABSENT: NONE.

APPROVED:

  
\_\_\_\_\_  
GEORGE CARR, Mayor

ATTEST:

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

**PROFESSIONAL SERVICE AGREEMENT**  
(City of Hughson/De Novo Planning Group)

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

**RECITALS**

WHEREAS, the City has determined that it requires the professional services of a consultant to conduct an evaluation of a General Plan Update (“Project”).

WHEREAS, the Consultant represents that it is fully qualified to perform such professional services for the Project 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 (“Date of Proposal”) proposal to City attached hereto as Exhibit A.

1.2. “Approved Fee Schedule” means the compensation rates as are set forth in the “Fee Estimate” within Exhibit B.

1.3. “Commencement Date” means May 24, 2021.

1.4. “Task Order” means written direction by the City to Consultant to perform a specific scope of work of the Project.

1.5. “Project” means (“Project”).

1.6. “Expiration Date” means the date the Project evaluation is completed.

2. **TERM**

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

3. CONSULTANT'S SERVICES

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

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

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

4. COMPENSATION

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

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

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

5. OWNERSHIP OF WRITTEN PRODUCTS

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

6. RELATIONSHIP OF PARTIES

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

7. CONFIDENTIALITY

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

8. INDEMNIFICATION

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

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

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

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

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

9. INSURANCE

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

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

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

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

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

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

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

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

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

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

9.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant

agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

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

## 10. MUTUAL COOPERATION

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

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

## 11. RECORDS AND INSPECTIONS

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

## 12. PERMITS AND APPROVALS

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

13. NOTICES

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

If to City:

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

With courtesy copy to:

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

If to Consultant:

Ben Ritchie, Principal  
De Novo Planning Group  
1020 Suncast Lane, Suite 106  
El Dorado Hills, CA 95762  
Telephone: (916) 949-3231  
Email: britchie@denovoplanning.com

---

14. SURVIVING COVENANTS

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

15. TERMINATION

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

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

16. GENERAL PROVISIONS

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

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

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

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

16.5. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to

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

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

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

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

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

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

16.11. If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of

Stanislaus, State of California. Consultant hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

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

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

“City”

City of Hughson

By: Merry Mayhew  
Merry Mayhew, City Manager

Date: 5-25-2021

“Consultant”

By: Ben Ritchie  
Ben Ritchie, Principal

Date: April 14, 2021

Attest:

By: Ashton Gose  
Ashton Gose, Deputy City Clerk

Date: 5-25-21

Approved as to form:

By: Daniel J. Schroeder  
Daniel J. Schroeder, City Attorney

Date: April 20, 2021

EXHIBIT A  
SCOPE OF WORK

## SCOPE OF WORK

### TASK 1 – PROJECT INITIATION

Within one week of project commencement, the De Novo team will meet with City staff to discuss the following:

- Finalize project scope of work, budget, schedule, staff roles and responsibilities, if necessary;
- City preferences for point of contact, method of communication, meeting and workshop responsibilities, project updates, etc.;
- Discuss community outreach approach, including Visioning Workshops, identification of stakeholders, City Council participation, and format for community involvement; and
- Collection of relevant background documents and data (adopted documents, reports, and studies, GIS data, etc.).

### TASK 2 – COMMUNITY OUTREACH AND PARTICIPATION

To engage the public in the General Plan Update process, the De Novo team proposes to conduct targeted and meaningful public outreach, including two Visioning Workshops, two Community-wide open house workshops, joint Planning Commission and City Council Workshops, stakeholder outreach and interviews, adoption hearings, and extensive digital outreach.

At the outset of and concurrent with this process, we will conduct outreach to community organizations and stakeholders to encourage participation in the General Plan Update process. We will also meet with and interview key stakeholders, agencies, and organizations one-on-one to ensure that our perspective on the General Plan and resultant work effort accurately reflects a broad spectrum of the community.

De Novo's proposed approach to public workshops and meetings is described below. We have developed our approach to provide a consistent venue for community involvement, to ensure that City residents and stakeholders feel that they have had adequate opportunity to participate in the process.



We understand the demands that a General Plan Update place on City staff and are prepared to fully support and assist staff through the entire process. We will prepare a staff report for each meeting that describes the process, key issues to be considered at the meeting, and any staff recommendations. Each staff report will be provided to City staff for review and De Novo will revise the report as directed.

At each meeting, the De Novo team will be prepared to make a powerpoint presentation regarding the project and will be prepared to answer questions, make recommendations (if requested), and assist in developing solutions if controversial issues arise. Spanish translation will be provided at each community workshop (four total).

## Hughson General Plan Update and EIR Proposal

Over the past year, our team has refined and enhanced our virtual workshop toolkit, resulting in an ability to achieve meaningful public participation during the ongoing Covid restrictions. The work program presented in this proposal can be completed either in-person, or virtually, as directed by the City and other statewide restrictions that may still be in place.

We encourage you to check out one of our recent housing element videos, which showcases some of the online materials our team has developed in-house:

[https://www.youtube.com/watch?v=Eeiq0\\_mmyY0&feature=emb\\_logo](https://www.youtube.com/watch?v=Eeiq0_mmyY0&feature=emb_logo)

### JOINT PLANNING COMMISSION/CITY COUNCIL KICKOFF MEETING

This first public meeting will be held before the City Council and Planning Commission and will serve as an opportunity for City leadership to meet the consultant team. The meeting will serve as a "General Plan 101" with a brief overview of the General Plan process, including key steps, and opportunities for public involvement. This will also provide an opportunity for the PC and CC to provide input on key issues, challenges, and priorities for the General Plan Update to address.

### VISIONING WORKSHOPS

At the outset of the General Plan process, two public Visioning Workshops will be held. The Visioning Workshops will introduce the community to the project and will focus on: 1) communicating the intent of the General Plan Update to the public and inviting public input, 2) identifying the overall vision and core values that will guide the General Plan Update, and 3) identifying the community priorities, land use and design preferences of City residents and stakeholders. The workshop content and feedback questions will be reproduced in digital format and placed on the project website. This will allow for extended opportunities for feedback and input. Depending on Covid restrictions, we are fully prepared to transition the workshops to a fully virtual platform. We're also open to non-traditional approaches, such as outside workshops, etc.

### CITY COUNCIL AND PLANNING COMMISSION STATUS UPDATES

Throughout the process, De Novo will be available to attend City Council and Planning Commission meetings on a periodic basis to provide an update regarding the project status. It is anticipated that issues will arise during the preparation of the General Plan that will warrant Council and/or Planning Commission input prior to completing the draft goals and policies. In these situations, De Novo recommends that a report be made to the Council and/or Planning Commission updating them on the status of the General Plan preparation, and requesting direction on any key issues identified by the project team. Our budget and schedule anticipate two status update/check-in meetings with the Council during the General Plan Update process.

### STAKEHOLDER INTERVIEWS AND AGENCY CONSULTATIONS

The De Novo team will consult and meet with stakeholders and agencies throughout the General Plan process. We will refine the list of stakeholders and agencies following the project kick-off meeting with staff. We anticipate that we will request input from many local and regional agencies/organizations.

### COMMUNITY WORKSHOPS AND OPEN HOUSE

We propose to conduct additional community-wide workshops (two) following our initial outreach efforts. We recommend conducting a workshop focused on changes to the land use map, prior to completion of the Draft General Plan. We also suggest conducting a community-wide open house once the Draft General Plan is complete and ready for public review.

### COMMUNITY SURVEYS AND POLLS

Community surveys and polls will be made available on the project website to allow the public an opportunity to participate in the process. De Novo anticipates a general survey to ascertain the community's general concerns and interests, and a survey specific to land use and growth issues. De Novo will provide the City with a link to place on the website and post on social media platforms that will take the visitor directly to an interactive survey that can be completed on-line. De Novo will prepare and maintain the surveys and will tabulate the results.

### PUBLIC HEARINGS

The Draft General Plan and Draft EIR will be presented to the Planning Commission and City Council during the public review period to provide the community an opportunity to comment on the documents. Following completion of the Final EIR and revised Draft General Plan, these documents will be brought to the Planning Commission for a recommendation and to the Council for consideration of adoption. Our scope assumes attendance at up to three public hearings for adoption of the General Plan and certification of the EIR.

### GENERAL PLAN WEBSITE

The De Novo team will create and host a General Plan Update website throughout the General Plan Update process. The website will provide regular updates regarding the status of the General Plan, identify the schedule of upcoming meetings, provide agendas for meetings, and serve as a library of General Plan documents, including staff reports, meeting agendas, technical reports, and public review drafts. De Novo will place all public documents (public drafts of studies, technical reports, land use maps, meeting materials, General Plan, Draft EIR, and Final EIR) on the website in .pdf format and all documents will be provided to the City in a format appropriate for publication on the City's website. The website will also provide a forum to receive comments on the General Plan Update process, and will host a variety of polls and surveys in order to foster increased public participation in the process.

Our firm owns the domain name: [generalplan.org](http://generalplan.org). As such, we would propose to utilize: [Hughson.generalplan.org](http://Hughson.generalplan.org) for this project. The City is encouraged to view some of our other general plan websites, including:

[Glenncounty.generalplan.org](http://Glenncounty.generalplan.org)

[Milpitas.generalplan.org](http://Milpitas.generalplan.org)

[Campbell.generalplan.org](http://Campbell.generalplan.org)

**TASK 3 – EXISTING CONDITIONS REPORT**

To prepare a meaningful General Plan, existing conditions must be understood and documented. The Existing Conditions Report will identify development patterns, natural resources, socioeconomic conditions, and environmental constraints in the City and will identify the regulatory environment for each topic. This report will be a resource for the Council, Planning Commission, City staff, and the De Novo team for the General Plan Update and Environmental Impact Report. The Existing Conditions Report will make extensive use of maps, graphics, and user-friendly non-technical terms to help make it accessible to the general public.

The Existing Conditions Report will provide background data and serve as a technical framework, while the General Plan will focus on goals, policies, and implementation. The information collected for the Existing Conditions Report will also be used as the basis for the “existing setting” sections of the General Plan EIR.

Relevant background data, including land use, transportation, infrastructure, utility, agriculture, open space and conservation plans, will be collected and reviewed.

The following topic areas will be addressed in the Existing Conditions Report:

**LAND USE, AGRICULTURE, AND SOCIOECONOMICS**

This chapter will address land use and demographics, including issues related to land use patterns, community character, and economic development. The information in this chapter will provide both a historical and current perspective on land use and is intended to assist the General Plan update process by providing both historical context and a baseline of existing land use information to be used when formulating and considering amendments to the City’s current land use pattern or when considering alternate growth and land use scenarios for the City.

**ECONOMIC AND DEMOGRAPHIC CONDITIONS AND TRENDS**

BAE will prepare an Economic, Demographic, and Fiscal Conditions and Trends section for the Existing Conditions Background Report. This overview of the Hughson economic context will include data and analysis regarding the demographic characteristics of the Hughson population and the structure of the Hughson economy, and local residential and non-residential real estate market conditions. It will also examine recent growth trends and anticipated growth within the City during the General Plan time horizon. Fiscal background information will include an overview of the City’s current municipal budget structure, including key sources and uses of funds and trends in revenues and costs over time. Data sources will include the American Community Survey, CoStar, California Employment Development Department, California Department of Tax and Fee Administration, Esri, City Budget documents and other sources as appropriate to develop a sound understanding of local economic and demographic conditions. To provide context for Hughson’s demographic and economic characteristics, BAE will provide comparison data for Stanislaus County as a whole, for key data variables. The Economic and Demographic Conditions and Trends analysis will serve as a reference for the development of the Economic Development and Fiscal Elements as well as other General Plan elements that must consider issues such as the anticipated rate of growth, key factors driving demand for development in various land use categories, and Hughson’s position within the regional market area.

**CIRCULATION**

This chapter will describe the circulation network serving the City. KD Anderson will assemble relevant transportation data from the City of Hughson, Stanislaus County, Caltrans, and other agencies as appropriate. This chapter will:

- Qualitatively describe existing and planned roadways, as well as facilities for all transportation modes.
- Provide quantitative analysis of current traffic operating conditions based on daily traffic volumes (ADT) on up to twenty four (24) key arterial street segments using available data and new traffic counts adjusted to non-COVID conditions using *StreetLight* data and general planning level LOS thresholds. Intersection LOS is not proposed.
- Evaluate collision history and safety based on collision history data provided by the City of Hughson.
- Estimate daily trip generation resulting from Hughson development under current GP and proposed GP as provided by De Novo.
- Acquire and Install the current version of the StanCOG Tri-County regional travel demand forecasting model.
- Modify the current version of the Tri-County base Year (2008) model to reflect current roadways and Year 2021 land use information provided by the client on a TAZ basis.
- Develop current year total Hughson area VMT forecasts as well as per capita, per employee and per service population rates.

**COMMUNITY SERVICES AND FACILITIES**

The Community Services and Facilities Chapter of the Existing Conditions Report will describe the existing conditions and regulatory context regarding community services, including water, wastewater, education, public safety services, and parks and recreational resources within the City. These facilities and services provide a framework that supports growth and development in the City. This chapter will describe existing service levels, available resources, and planned expansion of services and infrastructure. This chapter will identify any known issues or constraints associated with the provision of services.

**HAZARDS, SAFETY, AND NOISE**

The Hazards, Safety, and Noise Chapter will discuss existing conditions and federal, state and local regulations related to natural and man-made hazards and public safety issues, including noise.

**NOISE**

Saxelby Acoustics will provide the background information for the Noise section, which will include descriptions of the characteristics of sound and noise and a description of transportation, stationary, and construction noise sources within the planning area. We will quantify the existing ambient noise environment within the general plan area through continuous and short-term noise level measurements and through application of accepted noise prediction methodologies.

**CONSERVATION**

The Conservation Chapter of the Existing Conditions Report will discuss conservation issues related to cultural and historic preservation, air quality, biological resources, geologic resources, and hydrology/water quality for the City. This chapter will also discuss open space as it relates to the preservation of natural resources as part of the biological resources discussion, open space associated with managed production of surface water and groundwater resources as part of the hydrology discussion, and open space associated with public health related to geologic and hydrologic hazards as part of the geologic resources and hydrology discussions, respectively. Federal, state, and local regulations that pertain to each of these topics will also be described.

A historical resources records check will be run for the City, through the files of the Central California Information Center of the California Historical Resources Information System. This will provide information on numbers and types of recorded resources in the City.

A check of the Sacred Lands files will be conducted for the City to identify any resources listed with the Native American Heritage Commission. The list provided of groups with concerns in the City will also be used for SB 18 and AB 52 consultation. The various groups and individuals will be solicited, first by mail, with follow up phone calls and other communications to elicit the groups concerns about prehistoric period resources, if desired by the City. Letters will be sent to all groups soliciting their concerns and input regarding policies.

The De Novo team will prepare an Administrative Draft Existing Conditions Report for review by City staff. Following staff review, the De Novo team will incorporate comments and prepare the final Existing Conditions Report for use during the General Plan Update and EIR processes.

**TASK 4- ISSUES, OPPORTUNITIES, AND LAND USE ALTERNATIVES**

**ISSUES AND OPPORTUNITIES**

The De Novo team will prepare a series of key issues and opportunities memos and/or white papers, as a means of focusing the community's attention on key issues and opportunities that have major policy implications as Hughson considers how it wants to grow in the next 20 years, while balancing the City's economic development, agricultural protection, and natural resource needs. Environmental and other constraints to be considered in the General Plan Update process will be identified and depicted on maps and figures. The issues and opportunities memos will summarize and proactively utilize information derived from the community visioning workshops, stakeholder interviews, Existing Conditions Report, City staff observations, and input provided by the Planning Commission, and City Council.

**LAND USE ALTERNATIVES**

The De Novo team will work closely with City staff to identify strategic growth areas, areas suitable for increased density or mixed uses, areas for commercial growth and development, and areas suitable for future annexation. This work will be done in tandem with the Housing Element update (see Task 6) in order to ensure that there are adequate lands available to meet the City's Regional Housing Needs Allocation (RHNA).

## TASK 5 –GENERAL PLAN UPDATE

The De Novo team is committed to providing the City a General Plan of the highest quality and will actively engage the community to develop a vision for the General Plan, prepare a policy document that reflects the desires of the City, and update the Land Use Map to be consistent with the City's vision for the future. The General Plan will reflect requirements of the California Government Code that have been introduced since preparation of the adopted General Plan, including changes promulgated by SB 5, SB 18, AB 32, AB 162, SB 7, AB 1358, and SB 375, and will also address recent best practices.

In order to streamline the process, we propose to maintain the Existing Conditions Report as a separate document that identifies background conditions. The General Plan document will have a minimum amount of background text, which will allow it to have a streamlined goal and policy structure. Where applicable, goals, policies, and actions will be cross-referenced between sections to reduce overlap and redundancy. The intent of this approach is to provide a General Plan that is easy to use and is not quickly dated. The General Plan will be a concise, technically accurate, and user-friendly document that reflects the values and priorities of the City of Hughson. The General Plan will include a liberal use of graphics and visual depictions of information, including photographs, tables, matrices, drawings, maps, and other graphics to ensure that the document is easy to understand.

### **ADMINISTRATIVE DRAFT GENERAL PLAN**

The General Plan Update will address changes to state law, assess the condition of the City, and provide changes or adjustments necessary to realize the current vision of residents and stakeholders for the City. De Novo will actively engage residents and stakeholders to provide input regarding the topics addressed in the General Plan.

The existing General Plan will be thoroughly reviewed to determine components that should be carried forward and to identify areas where new goals and policies are needed to address the community's desires as well as changes to state law since the previous update.

In preparing the General Plan Update, the De Novo team will prepare each element to ensure that all goals, policies, and actions:

- Address requirements of state law;
- Avoid or mitigate potential environmental impacts, or are balanced by social, economic, legal, or other relevant considerations;
- Are grounded in recent and sound community planning and resource conservation trends; and
- Are internally consistent.

### **STAND-ALONE ELEMENTS**

It is assumed that the General Plan would include the following stand-alone elements:

1. Land Use
2. Economic Development

## **Hughson General Plan Update and EIR Proposal**

3. Fiscal Sustainability (*may be combined with Economic Development*)
4. Housing (*see Task 6*)
5. Circulation
6. Noise
7. Safety
8. Conservation and Open Space
9. Administration and Implementation

New topics, such as environmental justice and climate adaptation will be interwoven throughout these elements, as appropriate. We will also address other key community priorities, such as public services and infrastructure, throughout these elements through the inclusion of focused goals, policies, and implementing actions.

### **ADMINISTRATION AND IMPLEMENTATION**

General Plan implementation is necessary to achieve the vision laid out by the General Plan. The implementation section will provide feasible, practical implementation methods that ensure the General Plan does not “sit on the shelf” but instead achieves the goals it sets out. This section will help ground the General Plan in reality and assist in ensuring that it produces real results. The implementation program will identify how each implementation measure will be implemented, including the City department responsible for implementation, the funding source(s), and timing of implementation. The De Novo team will work closely with City staff to prepare this section.

*The De Novo Team will provide City staff with an Administrative Draft General Plan for review. We anticipate meeting with City staff to review comments and reach agreement on how to address potentially conflicting comments. We will incorporate the City's comments on the Administrative Draft General Plan Update to create a Public Draft General Plan.*

### **PUBLIC REVIEW DRAFT GENERAL PLAN**

Following the City's comments on the Screencheck Draft General Plan, De Novo will prepare the Draft General Plan for public review/comment and use during the City's review and approval process. The Public Review Draft General Plan will be prepared in printed and electronic form. The Public Review Draft General Plan will be provided to the City for distribution to the public and appropriate agencies and posting on the City's website. De Novo will be available to present the Draft General Plan and Draft Environmental Impact Report in a public workshop and/or Planning Commission and City Council meetings to provide the decision-makers and community with information regarding the intent and structure of the draft documents and to receive comments on the draft documents.

### **FINAL GENERAL PLAN**

We anticipate that a series of public hearings will be held by the Planning Commission and City Council to consider adoption of the General Plan. As changes are requested by these decision-making bodies, we will prepare modified General Plan text that will be provided as attachments

to the staff report for consideration. De Novo will prepare a draft staff report and appropriate attachments prior to each hearing. De Novo will be available to present the General Plan and Final Environmental Impact Report at Planning Commission and City Council public hearings.

Based on Council's direction at the adoption of the General Plan, De Novo will edit the General Plan to be consistent with any revisions approved by the Council and will prepare the final version of the General Plan.

#### **ZONING CONSISTENCY ANALYSIS**

---

Following completion of the Draft General Plan, the De Novo team will conduct a detailed review of the City's Zoning Ordinance in order to determine which aspects and components of the Code will need to be updated and revised in order to be consistent with the new General Plan. The results of this analysis will be presented in a user-friendly memo to staff, which will include a matrix of General Plan policies and actions cross referenced with Code sections that may be inconsistent. It is noted that the actual updates to the City's Zoning Code are not included in this scope of work, per the instructions in the City's RFP.

### **TASK 6- HOUSING ELEMENT UPDATE**

We have prepared the following Work Plan in response to our understanding of the City's need to update the Housing Element to address requirements of State law. The approach to the Housing Element Update includes three phases: 1) community and stakeholder outreach, 2) preparation of the Housing Element document, and 3) adoption of the Housing Element.

#### **PHASE 1 COMMUNITY AND STAKEHOLDER OUTREACH**

---

##### **COMMUNITY WORKSHOPS (2) AND SURVEY**

---

At the outset of the Housing Element Update process, two community workshops will be held. The workshops will introduce the community to the Housing Element Update and will focus on: 1) communicating the intent of the Housing Element Update to the public, 2) inviting public input, and 3) identifying housing priorities and concerns for the Housing Element Update component of the General Plan Update.

Participants at each workshop will be presented with handouts, maps/exhibits, and materials as needed to provide complete information regarding preferences and concerns related to housing issues and to facilitate meaningful participation. We will also provide maps showing current vacant and underutilized housing sites.

As part of the community outreach process, a survey will be provided to allow the public an opportunity to participate in the process. De Novo will prepare a survey addressing specific housing issues to be used as a data source for the Housing Element Update. The surveys can be distributed via the General Plan Update website, the County's website, as well as hard copies provided at select locations throughout the County.

##### **STAKEHOLDER COORDINATION**

---

The De Novo team will periodically consult with stakeholders, including technical agencies, throughout the General Plan process. We will refine the list of stakeholders and agencies following the project kick-off meeting with County staff, but we anticipate meeting with the

## **Hughson General Plan Update and EIR Proposal**

following groups, at a minimum: Escalon Chamber of Commerce, housing and community service providers, developers, and members of the real estate community.

### **PHASE 2 HOUSING ELEMENT PREPARATION**

---

#### **DRAFT HOUSING ELEMENT**

---

De Novo is committed to providing the City with a useful and understandable Housing Element Update that embodies the goals and priorities of the City and is consistent with state requirements (Government Code Section 65583[a]). Preparation of the Housing Element will include but not be limited to the following items:

#### **EVALUATE THE CURRENT HOUSING ELEMENT**

---

De Novo will review the effectiveness of the current Housing Element, including: (1) actual results of the current Element compared to its goals, policies, and implementation measures; and (2) significant differences between objectives and actual achievements. De Novo will compare housing construction (single family, multi-family, affordable, and special needs) to the prior Regional Housing Needs Allocation and to the stated goals and projections of the current Housing Element.

Based both on the effectiveness of the existing document, input received from the community during the public participation process, and communication with City staff, we will identify policies and programs that should be retained as well as those that should be revised or replaced. The Housing Element Update will include a section that describes revisions to goals and policies based on identified achievements and shortcomings of the prior Element.

#### **HOUSING NEEDS ASSESSMENT**

---

To prepare a meaningful Housing Element, existing conditions must be understood and documented. De Novo will assess the housing needs of the City based on the characteristics of the City's population, household, employment, and real estate trends and its existing housing. The assessment will include analysis of assisted housing developments and the potential for these developments to be at-risk of conversion to market rate during the next 10 years. De Novo will update the Housing Needs Assessment to reflect updated demographic, real estate, and other relevant data, including the most recent Department of Finance data, American Community Survey (US Census) 5-year estimates data, and data provided by the City.

#### **INVENTORY OF RESOURCES AND CONSTRAINTS**

---

The Housing Element will identify available resources, including land, funding, and housing programs, available to meet the City's housing needs. Constraints to meeting housing needs, including governmental constraints (land use controls, parking standards, etc.) and non-governmental constraints (environmental, availability of financing, etc.), will be described as well as opportunities for energy conservation. De Novo will develop a program to reduce constraints, where appropriate and feasible.

#### **AVAILABLE SITES**

---

Availability of sites to accommodate the City's share of regional housing needs for the 6<sup>th</sup> cycle at all income levels as well as the needs of special populations, including elderly, persons with

disabilities including a developmental disability, large families, farmworkers, and families and persons in need of emergency shelter, will be identified. Our team will work with City staff to complete an inventory of vacant land and other sites that may be suitable for residential development, including sites designated for residential, commercial, industrial, and other uses and potential redevelopment or reuse sites. The inventory will include (a) parcel-specific listing of sites, including the parcel number or other unique reference such as address, (b) general plan and zoning designations of sites, (c) description of parcel size, (d) map showing the location of sites, (e) the existing uses of any non-residential sites, (f) general description of any known environmental constraints, and (g) general description of existing or planned water, sewer, and other dry utilities supply, including the availability and access to distribution facilities. This scope of work assumes that the County will provide zoning, parcel, and assessor data in GIS format and that staff will assist in the identification of approved and pending projects associated with parcels in the inventory.

If adequate sites are not available to accommodate the City's fair-share of regional housing needs, the implementation plan will include actions to make adequate sites available, consistent with the requirements of State law.

### **GOALS, OBJECTIVES, AND IMPLEMENTATION PLAN**

De Novo will present goals, objectives, policies, and implementation measures to address identified housing needs and constraints. The approach to meeting housing needs will be developed to address the City's housing needs while also: 1) promoting sustainability, through economic, environmental, and social equity, 2) protecting the existing community character and quality of life, and 3) protecting important resources, including habitat and water supply. The implementation plan will identify sustainable housing policies and programs, based on public and stakeholder input, City feedback, and the needs identified in the needs and constraints analysis. The Implementation Plan will address requirements of State law.

Implementation measures will address both short-term and long-range strategies and may include development controls, regulatory incentives, constraint-removal programs, fair housing programs, and sources of affordable housing funding. The implementation measures will identify parties responsible for implementation, a timeframe for implementation, and funding sources. Implementation measures will reflect recent legislation, and will address the following issues at a minimum:

- Promote Housing Opportunities for All Persons in the City, including provision of adequate sites to accommodate the Regional Housing Needs Allocation
- Conserve and Improve Existing Housing Stock
- Address Housing Needs of Special Needs Populations
- Promote Fair Housing
- Preserve Assisted Housing
- Regional Housing Needs Determination and Quantified Objectives
- General Plan and Zoning Consistency
- Sustainability and Efficiency, including green building practices and progressive energy and water conservation approaches
- Removal of Constraints (where appropriate and feasible)
- Encourage Public Participation of All Economic Segments

## **Hughson General Plan Update and EIR Proposal**

We will review proposed policies and implementation measures for internal consistency with all elements of the City's General Plan. Should there be inconsistencies, we will identify the appropriate modifications that should be made to the proposed policies and measures or to the relevant element of the General Plan.

De Novo will provide the City with an Administrative Draft Housing Element for staff review. We will then incorporate the City's comments on the Administrative Draft Housing Element and create a Public Review Draft Housing Element.

### **PUBLIC REVIEW HOUSING ELEMENT**

---

De Novo will incorporate staff comments on the Administrative Draft Housing Element and create the Public Review Housing Element. De Novo will coordinate with City staff to ensure that the Public Review Draft Housing Element is noticed and distributed in accordance with the requirements of State law. De Novo will provide the Public Review Housing Element to HCD for review and will provide copies to the City for publication and distribution for the public comment period.

### **HCD COORDINATION**

---

During the public review period, De Novo will coordinate with HCD to receive comments on the Public Review Draft Housing Element and will prepare subsequent edits to address any concerns identified by HCD.

### **FINAL HOUSING ELEMENT**

---

Following public and HCD review, De Novo will prepare a memo identifying proposed revisions to the Housing Element based on HCD comments and input from the public. During preparation of the memo, we will meet with HCD staff, if necessary, to discuss their comments and identify potential revisions to the Housing Element that would be supported and approved by HCD.

The memo will be presented to the Planning Commission and City Council for consideration. Based on final direction from the City Council, De Novo will revise the Housing Element and prepare a Final Housing Element for City Council adoption. The Final Housing Element will be submitted to HCD for certification and finding of compliance with State law.

### **PHASE 3 ADOPTION**

---

#### **PUBLIC HEARINGS**

---

At the conclusion of the project, De Novo will present the Housing Element Update to the Planning Commission and City Council for their review and approval during a public hearing. Based on similar projects, we expect to hold up to two public hearings with Planning Commission and up to two with the City Council.

## **TASK 7- ENVIRONMENTAL IMPACT REPORT**

The work program described below would result in the preparation of a Program-level EIR that addresses adoption and implementation of the General Plan. The Program-EIR would serve as a "tiering document" to facilitate streamlined environmental review of all subsequent development and infrastructure projects undertaken in the City, which are consistent with the General Plan.

### **EIR KICK-OFF AND NOTICE OF PREPARATION/INITIAL STUDY**

De Novo will prepare the Notice of Preparation (NOP) and associated initial study in accordance with the requirements of CEQA in order to define the scope of the environmental analysis. An administrative draft of the NOP and initial study will be prepared for City review. Upon review by City staff of the NOP and initial study, De Novo will prepare the final NOP and initial study for public distribution. De Novo will submit 15 copies to the State Clearinghouse on behalf of the City.

The project will require a public scoping meeting, and De Novo will prepare presentation materials and facilitate the meeting. The scoping meeting will include an overview of the General Plan Update project and the environmental review process, as well as identification of environmental issues that will be addressed in the EIR. After completion of the scoping meeting, De Novo will provide a summary of environmental issues raised.

### **DRAFT ENVIRONMENTAL IMPACT REPORT**

The Draft EIR will be a Program EIR prepared consistent with the requirements of CEQA, the CEQA Guidelines, and relevant case law. The Draft EIR will be a readable, useful document that can be used to streamline review of future planning, infrastructure, and development projects that are consistent with the General Plan. The Draft EIR will consist of the chapters described below.

#### **EXECUTIVE SUMMARY**

This section will summarize the characteristics of the General Plan Update, describe areas of controversy, and provide a concise summary matrix of the project's environmental impacts and associated mitigation measures as required under State CEQA Guidelines Section 15123. The matrix will also identify proposed General Plan Update policies and actions that provide mitigation of identified environmental impacts. Alternatives to the proposed project will be summarized and the environmentally superior alternative will be identified.

#### **CHAPTER 1: INTRODUCTION**

This Section of the Draft EIR would provide an introduction and overview describing the intended use of the EIR and the review and certification process. This section will describe the purpose of the EIR, identify CEQA Guidelines and Public Resource Code requirements for a Program EIR, and describe how the Program EIR can be used to streamline environmental review of subsequent projects.

**CHAPTER 2: PROJECT DESCRIPTION**

This Section of the Draft EIR will be consistent with the requirements of State CEQA Guidelines Section 15124 and will be based on the Project Description, described above.

**CHAPTER 3: ENVIRONMENTAL SETTING, IMPACTS AND MITIGATION MEASURES**

This chapter will provide the baseline setting, general assumptions, and environmental analysis used in determining the environmental effects of the General Plan Update. This chapter will include an introductory section providing details on the "baseline conditions" assumptions for the analysis, land use forecasts for residential and non-residential uses, level of detail of programmatic analysis, consideration of key components of the General Plan Update (e.g., location of future growth, continued highest and best use of resources, conservation of natural resources, circulation system modifications, risks associated with seismic and wildfire hazards), and definition of the cumulative setting (e.g., geographic extent) and impact analysis. This section will also describe how direct and indirect environmental impacts are addressed associated with implementation of the General Plan Update and the multiple actions that may occur associated with its implementation (e.g., adoption of infrastructure master plans, update of CIPs, revisions to the Zoning Code, annexation requests, public service improvements).

Population, housing units, and non-residential uses, including employment, will be projected for the City under buildout conditions. The Draft EIR will analyze impacts associated with buildout conditions. This section will describe the basis of and approach to the impact analysis in the Draft EIR.

The EIR will evaluate each of the following environmental issues in detail:

- Aesthetics and Visual Resources
- Agricultural and Forest Resources
- Air Quality
- Biological Resources
- Cultural and Tribal Resources
- Geology, Soils, and Seismicity
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral and Energy Resources
- Noise
- Population, Housing, and Employment
- Public Services
- Recreation, Parks, and Open Space
- Transportation and Circulation
- Utilities and Service Systems
- Wildfire

For each issue area, the following key components will be discussed in detail:

**Existing Setting** – This component will describe the existing affected environment as it pertains to each issue area. This section will be based on the information provided in the Existing Conditions Report.

**Regulatory Framework** – This component will review federal, state, and local regulations and/or plans that apply to the specific issue area being discussed.

**Impacts and Mitigation Measures** – Adverse environmental impacts resulting from implementation of the General Plan Update will be identified, analyzed, and a determination will be made as to the significance of the impact. Any feasible mitigation measures and/or proposed General Plan policies that would reduce or eliminate potentially significant impacts will be identified. De Novo will work closely with City staff on crafting mitigation measure language and timing that is appropriate for inclusion in the General Plan Update and is suitable for use in the typical development review process.

#### CHAPTER 4 CUMULATIVE IMPACTS

---

De Novo will assess the impacts of General Plan implementation in combination with other known, approved or reasonably foreseeable development activity in the region. This analysis will be performed consistent with State CEQA Guidelines and be based on a list of known projects in the region as well as development forecasts contained in the City, as well as consideration of General Plan updates in the region. A table summarizing projected regional growth will be provided. A clear cumulative setting for each environmental topic will be described in the Draft EIR.

#### CHAPTER 5 OTHER CEQA REQUIREMENTS

---

The chapter will address other topics required by CEQA including significant irreversible environmental effects, a summary of significant and unavoidable impacts of the project, identification of environmental areas that would have no or less than significant impact, and an

## Hughson General Plan Update and EIR Proposal

evaluation of the project related to each of the mandatory findings of significance identified at Section 15065 of the CEQA Guidelines.

### CHAPTER 6 ALTERNATIVES ANALYSIS

De Novo will coordinate with City staff in the development of up to three alternatives to the proposed project, including the CEQA-required No Project Alternative. The alternatives analysis in the Draft EIR will focus on alternatives that avoid or minimize environmental effects as compared to the proposed General Plan Update. These alternatives will be described qualitatively and quantitatively, and contrasted with the proposed project in terms of the extent that the alternatives can achieve project objectives or reduce adverse impacts. It is anticipated that the alternatives analysis will be closely coordinated with General Plan Update planning work and will address issues of concern identified by the community.

### FINAL EIR AND MITIGATION MONITORING AND REPORTING PROGRAM

At the conclusion of the Draft EIR public review period, the De Novo team will respond to all written comments received by the City. Upon completion, copies of the Administrative Final EIR will be forwarded to the City for review. The Final EIR document will include the comment letters, responses, and revisions to the Draft (text to be revised will be shown as an excerpt demarcated with underline for new text and ~~striketrough~~ for deleted text) will comprise the Final Environmental Impact Report (Final EIR), which will be a separately bound document.

With respect to the Final EIR and Response to Comments, the De Novo team anticipates 10 comment letters of normal detail (two to three pages in length), based upon our prior experience with projects of similar scope. Excess comments and/or complex comments that require additional technical analysis will be considered outside of this scope of work and cost estimate. We also assume one round of City review of the Administrative Final EIR prior to public release.

The Final EIR will include a comprehensive Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. De Novo will draft the MMRP using the information contained within the environmental analysis, including the specific mitigation measures, and how the mitigation measures will be incorporated into the General Plan Update. It is intended that each mitigation measure will be incorporated into the General Plan as a policy or implementation program, and that there will not be separate measures to monitor and enforce following adoption of the General Plan. As described under Task 3, the General Plan will include an implementation program that identifies how each implementation measure will be implemented, including the City department responsible for implementation, the funding source(s), and timing of implementation.

### CEQA FINDINGS OF FACT/STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA Findings of Fact/Statement of Overriding Considerations (Findings) will be prepared that identify each potentially significant and significant impact, describe mitigation for the impact, and the resultant level of significance after mitigation. The Findings will identify each alternative and, if the alternative was not selected as the proposed project, identify why the alternative was not feasible and considerations for not selecting the alternative. For each significant and unavoidable impact, the Findings will identify economic, legal, social, technical,

or other defensible reasons why the project should be approved in light of the significant effects of the project.

### **TASK 8- MEETINGS, HEARINGS, AND PROJECT MANAGEMENT**

Our management team will attend all of the workshops and meetings, and will also author the Existing Conditions Report, General Plan, and EIR documents.

Our internal management procedures include: regular check-ins with subconsultant teams, internal weekly conference calls with the management team from De Novo and each subconsultant (as relevant to the timing of the task of each subconsultant), weekly updates to the task list, including internal deliverables necessary to meet our deliverables to the City, and establishment of a secure online file sharing site to assure that all background documents, technical reports, updated schedules, and approach memos are readily available to each team member.

We will closely coordinate with the City through each part of the process. Steps we take to assure timely performance include: regular project calls with the City, monthly status reports, and a project task list that we update each month with the status of each task and deliverable, including subconsultant deliverables. This approach ensures open lines of communication, transparency in our work effort, and accountability. We are committed to completing this project on schedule and within budget and will take all appropriate steps to ensure that the project is managed effectively.

### **OPTIONAL TASKS**

The following optional tasks are presented as tools to further bolster and strengthen the efforts associated with the General Plan update. While these tasks are not mandatory in order to complete the primary scope of work, the City may find these tasks to be beneficial additions to our proposed core work plan.

### **FISCAL ANALYSIS FOR PREFERRED LAND USE MAP**

As an optional task, BAE can prepare a fiscal impact analysis to project the impact of General Plan buildout on the City's General Fund costs and revenues. De Novo will provide BAE with a summary of net new development, by land use category, through General Plan buildout, according to the preferred Land Use map, including new residential units by type and new non-residential square footage by category, including accompanying maps. BAE will use the land use information, combined with analysis of the City Budget and additional research regarding anticipated property valuation and potential sales tax generation, departmental requirements for expanding City services, and other General Fund cost and revenues drivers to prepare a fiscal impact model. BAE will create the fiscal impact model as a series of linked MS Excel worksheets that will use the General Plan land use data to drive projections of individual General Fund revenue sources and individual General Fund departmental costs. The projection methodology will incorporate a combination of marginal (i.e., case study) cost and revenue projection techniques as well as average cost and revenue projections techniques to project the increased General Fund costs and revenues that the City could expect upon buildout of the preferred Land Use Map. BAE will develop the fiscal model in consultation with key City staff, including City Manager and/or Finance Director, Police Chief, and Community Development Director. In

## **Hughson General Plan Update and EIR Proposal**

addition to project the net General Fund impact from buildout of the preferred Land Use Map under a set of baseline assumptions, BAE will also prepare analysis of up to three alternate scenarios that alter key assumptions regarding a key cost or revenue assumptions, to test the sensitivity of the project fiscal results.



EXHIBIT B  
APPROVED FEE SCHEDULE

De Novo Planning Group  
**Hughson General Plan Update and EIR**  
**BUDGET**

TASK/ACTIVITY	Project Manager / Project Director		Senior Planner		Associate Planner		GIS/Geomatics		De Novo/Subtotal		Traffic D Anderson	Econ/Fisc JAE	In-house rates Went/Ver	Direct Costs Printing	ACTIVITY OT/AS
	hours	\$/hr	hours	\$/hr	hours	\$/hr	hours	\$/hr	hours	\$/hr					
<b>GENERAL PLAN UPDATE</b>															
Task 1: Project Initiation/Data Collection	12	\$1,860	12	\$1,860	12	\$1,860	24	\$2,040	60	\$5,760					\$5,760
Task 2: Community Participation Program	90	\$15,950	124	\$16,120	49	\$5,390	26	\$2,210	268	\$3,670				\$400	\$38,070
Task 3: Existing Conditions Report	100	\$15,900	120	\$15,900	120	\$15,200	60	\$5,100	308	\$4,900				\$750	\$116,000
Task 4: Issues, Opportunities, and Land Use A/E	32	\$4,960	80	\$10,400	40	\$4,400	60	\$5,100	212	\$2,880	\$25,000				\$27,880
Task 5a: Draft General Plan	180	\$28,800	180	\$28,800	100	\$11,000	70	\$5,950	530	\$6,800	\$5,000			\$1,500	\$27,240
Task 5b: Final General Plan	40	\$6,200	40	\$5,200	4	\$440	6	\$510	90	\$12,350				\$2,500	\$14,850
Task 5c: Zoning Consistency Analysis	28	\$4,340	40	\$5,200	10	\$1,100	0	\$0	78	\$10,640					\$10,640
Task 6: Housing Element	120	\$16,600	120	\$15,600	100	\$11,000	70	\$9,950	410	\$5,150					\$5,150
Meetings and Project Management	92	\$14,260	24	\$3,120	0	\$0	0	\$0	116	\$7,880					\$7,880
<b>GENERAL PLAN SUBTOTAL</b>	<b>704</b>	<b>\$1,091,170</b>	<b>740</b>	<b>\$96,200</b>	<b>435</b>	<b>\$47,850</b>	<b>316</b>	<b>\$26,860</b>	<b>2,195</b>	<b>\$280,050</b>	<b>\$35,000</b>	<b>\$7,290</b>	<b>\$0</b>	<b>\$4,650</b>	<b>\$389,972</b>
<b>ENVIRONMENTAL IMPACT REPORT</b>															
EIR Project Initiation (Kick-off, NOP, Scoping)	2	\$310	8	\$1,040	8	\$860	4	\$340	22	\$2,370				\$400	\$2,770
Draft Environmental Impact Report	80	\$12,400	120	\$15,600	120	\$13,200	12	\$1,020	332	\$2,220				\$1,000	\$9,740
Final Environmental Impact Report	10	\$1,550	24	\$3,120	8	\$880	0	\$0	42	\$5,350				\$500	\$6,650
MWRP and CEQA Findings	4	\$520	4	\$520	16	\$1,760	0	\$0	24	\$2,880					\$2,900
<b>EIR SUBTOTAL</b>	<b>96</b>	<b>\$14,880</b>	<b>156</b>	<b>\$20,280</b>	<b>152</b>	<b>\$16,720</b>	<b>16</b>	<b>\$1,860</b>	<b>420</b>	<b>\$53,740</b>	<b>\$50,200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,900</b>	<b>\$109,730</b>
<b>Fiscal Analysis of Preferred Land Use Map</b>															
<b>Subtotals</b>	<b>800</b>	<b>\$124,000</b>	<b>886</b>	<b>\$116,880</b>	<b>587</b>	<b>\$64,570</b>	<b>332</b>	<b>\$28,220</b>	<b>2,615</b>	<b>\$333,770</b>	<b>\$85,200</b>	<b>\$11,462</b>	<b>\$0</b>	<b>\$6,550</b>	<b>\$529,202</b>
<b>15% Contingency Budget</b>															
<b>TOTAL FEE</b>															<b>\$694,682</b>

De Novo reserves the right to shift and reallocate budget between tasks and team members, provided that the total project budget does not increase.

In order to keep costs down, printed hard copies will be kept to a minimum.

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADDING ACCOUNTING MANAGER SARAH CHAVARIN AND REMOVING FORMER ACCOUNTING MANAGER, LISA WHITESIDE, AS A SIGNATORY ON THE CITY OF HUGHSON BANK ACCOUNTS AT BANK OF THE WEST, EFFECTIVE JUNE 28, 2021.**

**WHEREAS**, the as the City of Hughson has completed the recruitment and selection of the new Accounting Manager, Sarah Chavarin; and

**WHEREAS**, it is necessary to make changes to the City of Hughson bank accounts, by adding Sarah Chavarin, Accounting Manager, and removing Accounting Manager, Lisa Whiteside as a designated signatory on the signature card for the City of Hughson Bank Account; and

**WHEREAS**, Bank of the West requires the City of Hughson to provide the bank with certified copies of the City Council Minutes from which action was taken to remove a designated signatory from, and/or, add a new signatory to the bank signature card; and

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson hereby adds Sarah Chavarin, Accounting Manager, and removes former Accounting Manager, Lisa Whiteside, as a designated signatory on the City bank accounts; effective June 28, 2021.

**PASSED AND ADOPTED** by the Hughson City Council at a regular meeting thereof, held on June 14, 2021, by the following vote:

**AYES:           MAYOR CARR, BAWANAN, RUSH, BUCK, HILL**

**NOES:           NONE.**

**ABSTENTIONS:   NONE.**

**ABSENT:        NONE.**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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

**CITY COUNCIL  
CITY OF HUGHSON  
RESOLUTION NO. 2021-16**

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

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

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

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

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

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

**WHEREAS**, the City entered into a Professional Services Agreement on December 14, 2020 with Halpin Sustainability Solutions to provide consulting services to the City of Hughson to assist with the transition into AB1826 and SB1383 compliance; and

**WHEREAS**, the City needs additional assistance and will enter into the First Amendment to the Professional Services Agreement with Halpin Sustainability Solutions to provide consulting services to the City of Hughson to continue assistance with the transition into AB 1826 and SB1383 compliance; and

**WHEREAS**, these services include but are not limited to implementing the requirements of AB1383 Residential Organics Recycling, including but not limited to, drafting program/enforcement ordinances in accordance with SB1383 requirements, education and outreach such as flyers, letter, brochures, etc. to inform the general public and generators of related programs and requirements as well as making direct contact with covered generators and multi-family dwelling locations through phone calls, e-mails, and site visits, presenting information to business groups, organizations or training for employees as needed, maintaining a database of covered generators and updating information as needed, maintaining reporting requirements, and attending meetings as

needed.

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

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 14<sup>th</sup> day of June 2021 by the following roll call vote:

**AYES: MAYOR CARR, BAWANAN, RUSH, BUCK, HILL**

**NOES: NONE.**

**ABSTENTIONS: NONE.**

**ABSENT: NONE.**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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

**FIRST AMENDMENT TO THE CONTRACT BETWEEN  
THE CITY OF HUGHSON AND HALPIN SUSTAINABILITY SOLUTIONS FOR  
ASSISTANCE RELATED TO MANDATORY COMMERCIAL RECYCLING AND  
MANDATORY ORGANICS RECYCLING PROGRAM IMPLEMENTATION**

THIS FIRST AMENDMENT (“Amendment”) to that certain Contract for commercial recycling and organics recycling program implementation, dated December 15, 2020 (“Agreement”) is made and entered into as of June 14, 2021 (“Amendment Effective Date”), by and between the City of Hughson, a General Law City (“City”) and Halpin Sustainability Solutions (“Contractor”). City and Contractor may each be referred to herein as “Party” or collectively as “Parties.”

**RECITALS**

WHEREAS, the City and the Contractor entered into the Agreement on December 14, 2020, with an effective date of December 15, 2020, for the provision of consulting services as described in the Agreement; and

WHEREAS, Section 3 of the Agreement states that the City shall have the right to request changes in the Scope of Services and that any changes mutually agreed upon and any corresponding increase or decrease in compensation, shall be incorporated by written amendment.

WHEREAS, the City now desires, and the Contractor agrees, to execute this First Amendment approving additional tasks as part of the Scope of Work and approving the additional cost.

WHEREAS, the additional Scope of Services to be performed by Consulting Services and the budgeted amounts are set forth in Exhibit C attached hereto.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 1.1 of the Agreement is amended to read as follows:

“1.1. “Scope of Services” means the professional services as are generally set forth in Consultant’s November 23, 2020 proposal to City attached hereto as Exhibit A, and as set forth in the May 26, 2021 proposal to City for Updated Scope of Work in Exhibit C and incorporated herein by this reference.”

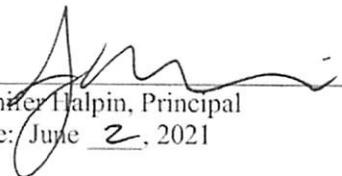
2. Section 1.2 of the Agreement is amended to read as follows:

“1.2 “Approved Fee Schedule” means the fee set forth in Consultant’s November 23, 2020 rate sheet and May 26, 2021 proposals to the City attached hereto as Exhibits B and C respectively.”

3. All provisions of the Agreement, except as modified by this Amendment, remain in full force and effect.
4. The terms and provisions of this Amendment are incorporated by this reference into the Agreement as though set forth in full therein.
5. In the event of any conflict between this Amendment and the Agreement, this Amendment shall govern and control the intent and agreement of the parties.
6. This Amendment may be executed in any number of counterparts with the same effect as if the parties had all signed the same document, and which together shall constitute one and the same instrument.
7. Facsimile, electronically scanned and photocopied signatures shall be valid as original signatures only for purposes of demonstrating execution of the Amendment until such time as originally executed documents can be circulated. Said originally executed documents shall be binding and shall constitute evidence of the execution of this Amendment for all purposes.

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

**CONTRACTOR**

  
\_\_\_\_\_  
Jennifer Halpin, Principal  
Date: June 2, 2021

**CITY OF HUGHSON**

\_\_\_\_\_  
Merry Mayhew, City Manager  
Date: June \_\_\_\_, 2021

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Daniel J. Schroeder, City Attorney  
Date: June 3, 2021

**CITY COUNCIL  
CITY OF HUGHSON  
RESOLUTION NO. 2021-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING  
THE THIRD AMENDMENT TO THE AGREEMENT WITH GILTON SOLID WASTE  
MANAGEMENT, INC. FOR STREET SWEEPING SERVICES AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE THE AMENDMENT**

**WHEREAS**, on July 25, 2016 the City and Gilton Solid Waste Management, Inc., entered into an agreement (“Agreement”) for Street Sweeping Services as well as after event sweeping services and emergency sweeping services; and

**WHEREAS**, on June 25, 2019, the parties executed a First Amendment to the Agreement to extend the term of the Agreement by one year, expiring on July 14, 2020; and

**WHEREAS**, on July 8, 2020, the parties executed a Second Amendment to the Agreement to extend the term of the Agreement by one year, expiring on July 14, 2021; and

**WHEREAS**, the parties to the Agreement wish to extend the Agreement for an additional year at the current rate with the inclusion of a 2.5% CPI inflator to the terms of the Agreement, making the annual cost \$22,740.78, plus \$94.56 per hour for after event sweeping and \$131.33 per hour in emergency sweeping; and

**WHEREAS**, all provisions of the Agreement, except for those terms subject to this Amendment, are to remain enforceable.

**NOW, THEREFORE**, that the City Council of the City of Hughson does hereby adopt this Resolution approving the attached Third Amendment to the Agreement with Gilton Solid Waste Management, Inc., for Street Sweeping Services and authorizing the City Manager to sign the amendment and related documents inclusive of any final edits by the City Attorney.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regular meeting held on this 14<sup>TH</sup> day of June 2021 by the following roll call votes:

**AYES:           MAYOR CARR, BAWANAN, RUSH, BUCK, HILL**

**NOES:           NONE.**

**ABSTENTIONS:   NONE.**

**ABSENT:        NONE.**

>  
>  
>  
>

APPROVED:

  
\_\_\_\_\_  
GEORGE CARR, Mayor

ATTEST:

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

**THIRD AMENDMENT TO THE CONTRACT BETWEEN  
THE CITY OF HUGHSON AND GILTON SOLID WASTE MANAGEMENT, INC. FOR  
STREET SWEEPING SERVICES**

THIS THIRD AMENDMENT (“Amendment”) to that certain Contract for Street Sweeping Services dated July 25, 2016 (“Agreement”) is made and entered into as of June 14, 2021 (“Amendment Effective Date”), by and between the City of Hughson, a General Law City (“City”) and Gilton Solid Waste Management, Inc. (“Contractor”). City and Contractor may each be referred to herein as “Party” or collectively as “Parties.”

**RECITALS**

WHEREAS, the City and the Contractor entered into the Agreement on July 25, 2016, with an effective date of July 15, 2016, for the provision of street sweeping services as described in the Agreement; and

WHEREAS, Section V of the Agreement states the term of the Agreement is for three years and allows the City to extend the term of the Agreement by one-year term(s);

WHEREAS, in June of 2019, the parties executed a First Amendment to the Agreement extending the term of the Agreement by one-year expiring on July 15, 2020;

WHEREAS, in July of 2020, the parties executed a Second Amendment to the Agreement extending the term of the Agreement by one-year expiring on July 15, 2021;

WHEREAS, the parties desire to extend the Agreement for an additional year and provide an annual CPI inflator to the term of the Agreement;

WHEREAS, the City now desires, and the Contractor agrees, to execute this Third Amendment extending the term of the Agreement for one year and provide an annual CPI inflator to the term of the Agreement;

WHEREAS, the terms of this Amendment shall go into effect on the Amendment Effective Date.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

**AGREEMENT**

1. The recitals listed above are hereby incorporated into this Amendment.
2. Subsection A of Section IV of the Agreement is hereby amended in full to read as follows:

“A. City agrees to pay Contractor for Regular Schedule Services performed of Twenty-Two Thousand One Hundred and Eight-Six

dollars and 13 cents (\$22,186.13) (“Rate”) per year and Unscheduled Services at the rate set forth in the accepted bid **Exhibit “C”**, a copy of which is attached hereto and incorporated herein. The mileage and hourly rates identified in this paragraph shall apply to any additional curb miles added to this Contract by the parties pursuant to Section I, Paragraph B, of this Contract. On July 15, 2021, the City will adjust the Rate to reflect annual changes in the Consumer Price Index for All Urban Consumers (“CPI”) published by the U.S. Department of Labor for the San Francisco-Oakland-San Jose, CA statistical area. Such adjustments shall not exceed two and a half percent (2.5%) per year adjusting the Rate to Twenty-Two Thousand Seven Hundred and Forty dollars and 78 cents (\$22,740.78). The adjustment shall become effective on August 1, 2021 and be based on the previous twelve-month index analysis from May to April.

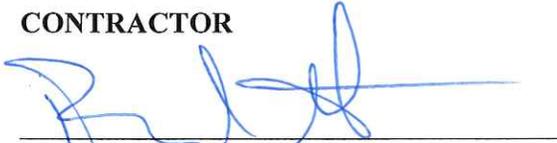
3. Subsection A of Section V of the Agreement is hereby amended in full to read as follows:

“A. This Contract shall be effective on July 15, 2016 and will expire on July 15, 2022 unless terminated sooner as provided in this Agreement.”

4. All provisions of the Agreement, except as modified by this Amendment, remain in full force and effect.
5. The terms and provisions of this Amendment are incorporated by this reference into the Agreement as though set forth in full therein.
6. In the event of any conflict between this Amendment and the Agreement, this Amendment shall govern and control the intent and agreement of the parties.
7. This Amendment may be executed in any number of counterparts with the same effect as if the parties had all signed the same document, and which together shall constitute one and the same instrument.
8. Facsimile, electronically scanned and photocopied signatures shall be valid as original signatures only for purposes of demonstrating execution of the Amendment until such time as originally executed documents can be circulated. Said originally executed documents shall be binding and shall constitute evidence of the execution of this Amendment for all purposes.

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

**CONTRACTOR**



Richard Gilton, President  
Gilton Solid Waste Management, Inc.  
Date: May 24, 2021

**CITY OF HUGHSON**

\_\_\_\_\_  
Merry Mayhew, City Manager  
Date: June \_\_\_\_, 2021

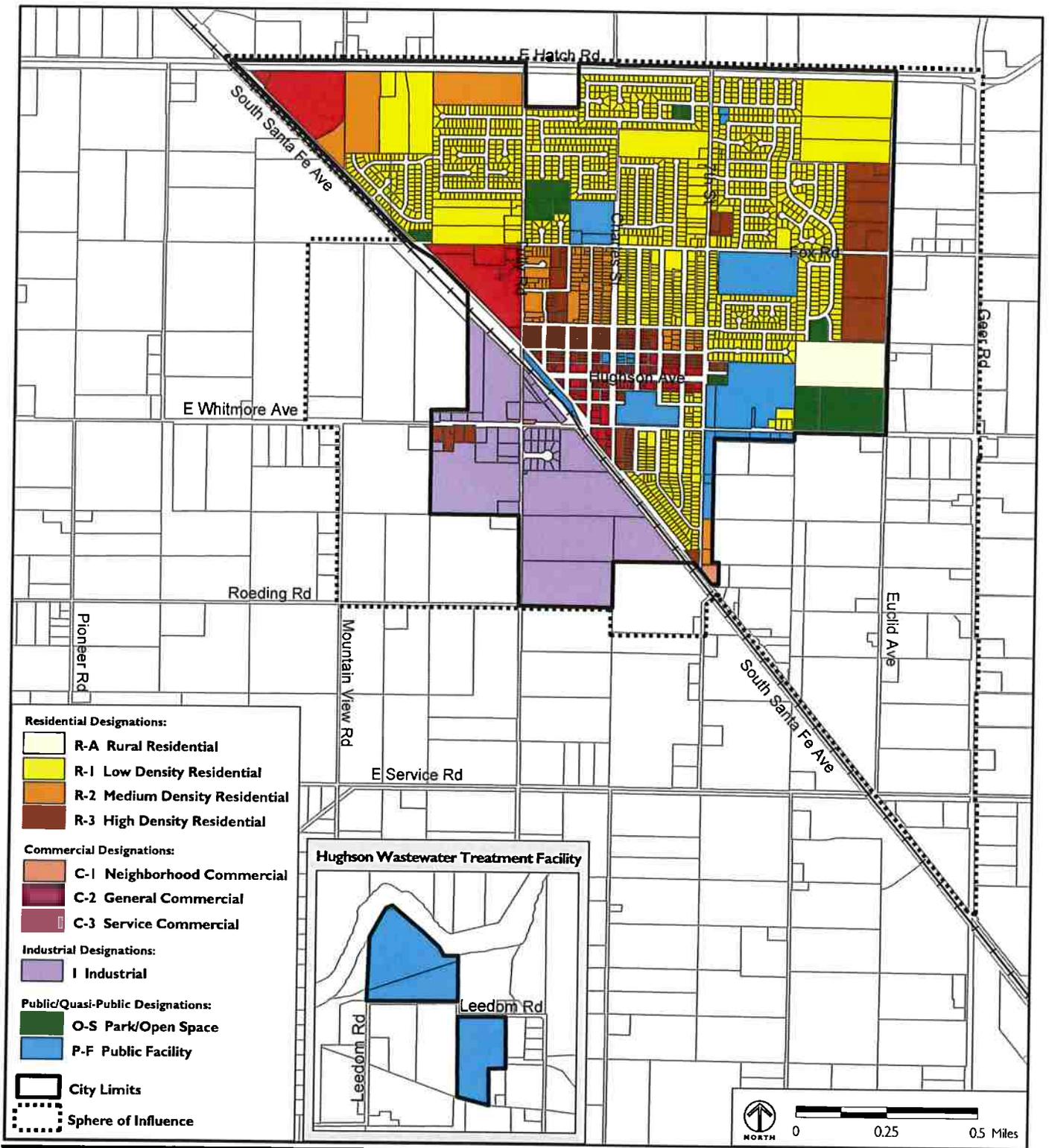
**APPROVED AS TO FORM**



Daniel J. Schroeder, City Attorney  
Date: ~~June~~ May 27, 2021

EXHIBIT A

CITY OF HUGHSON



Note: There are currently no parcels designated C-3, but it is included on this map to show that the zoning district exists.

ZONING DESIGNATIONS

ADOPTED JULY 2008

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-18**

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF HUGHSON  
APPROVING AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE,  
TO ACCEPT THE U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE  
AND LOCAL FISCAL RECOVERY FUNDS AND AUTHORIZING THE CITY MANAGER,  
OR DESIGNEE, TO EXECUTE THE AWARD TERMS AND CONDITIONS AND OTHER  
DOCUMENTS REQUIRED TO ACCEPT THE FUNDS AND MEET THE REPORTING  
REQUIREMENTS.**

**WHEREAS**, The State and Local Coronavirus Fiscal Recovery Funds legislation, part of the American Rescue Plan Act (ARPA), was signed into law by President Biden on March 11, 2021. The bill includes \$350 billion in funds allocated to recovering from the pandemic and restoring the economy. \$65.1 billion is allocated to states, metropolitan cities, and non-entitlement units of local government and of that, \$19.5 billion is allocated to non-entitlement units of government; and

**WHEREAS**, The U.S. Department of the Treasury will oversee and administer these payments to the State of California for non-entitlement cities (population less than 50,000), which includes the City of Hughson; and

**WHEREAS**, The City of Hughson is estimated to receive \$1,809,709 through ARPA; and

**WHEREAS**, The City of Hughson must accept the ARPA funds and Terms and Conditions are required to be signed and submitted to the State of California to receive the funding.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, that the City Council of the City of Hughson hereby approves and authorizes the City Manager, or designee, to accept the ARPA funding and execute the Terms and Conditions and other documents required to meet the reporting requirements.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regular meeting held on this 14th day of June 2021, by the following roll call votes:

**AYES:           MAYOR CARR, BAWANAN, RUSH, BUCK, HILL**

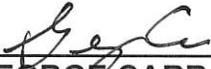
**NOES:           NONE.**

**ABSTENTIONS:   NONE.**

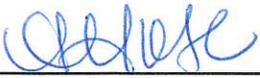
**ABSENT:           NONE.**

»  
»  
»

APPROVED:

  
\_\_\_\_\_  
GEORGE CARR, Mayor

ATTEST:

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

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON SETTING  
THE APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2021-2022**

**WHEREAS**, annually, the City of Hughson is required to prepare a statement of appropriations limit in compliance with Section XIII B of the California Constitution and Section 7910 of the California Government Code; and

**WHEREAS**, new per capita personal income and population factors have been established for determining the City's appropriation limit; and

**WHEREAS**, the method and basis of calculating these limits was revised by Proposition 111, amending Article XIII B of the State Constitution, and the implementing legislations, to allow election of the basis for population adjustment between the change in population in either the city or the county.

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

1. The adjustment factor shall be based on either the City's population or the County's population change, whichever is higher, to determine the appropriations limit for the fiscal year 2021-2022.
2. Said appropriations limit for fiscal year 2021-2022 is \$3,934,540, and the total appropriations subject to limitation are \$2,555,428.
3. In the computation of such limitation, the price factor used is the percentage change in California per capita personal income over the prior year, 5.73%.
4. In the computation of such limitation, the population factor used is the percentage change in the City of Hughson's population over the prior year, or 0.59%.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regular meeting held on this 28th day of June 2021 by the following roll call votes:

**AYES:           MAYOR CARR, BAWANAN, HILL, BUCK**

**NOES:           NONE.**

**ABSTENTIONS:  NONE.**

**ABSENT:       RUSH**

»  
»  
»

APPROVED:

  
\_\_\_\_\_  
GEORGE CARR, Mayor

ATTEST:

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

## Exhibit A

### City of Hughson Appropriation Limit Calculation

#### Fiscal Year 2021-2022

The City of Hughson, in compliance with Article XIII-B of the California Constitution (Proposition 4) and Section 7910 of the California Government Code, hereby establishes the City of Hughson's Appropriation Limit for the Fiscal Year of 2020-2021:

Appropriation Limit Fiscal Year 2020-2021	3,699,482
Calculation of Factor for Fiscal Year 2021-2022	
Per Capita personal income percentage change: (% change of Per Capita Income: 5.73%)	1.0573
Percent change in population: (% change in population: 0.59%)	1.0059
Change Factor: $1.0573 \times 1.0059$	1.0635
<b>Appropriation Limit Fiscal Year 2021-2022</b>	<b><u>3,934,540</u></b>
<b>Appropriations Subject to Limit</b>	<b><u>2,555,428</u></b>

<b>CITY OF HUGHSON</b>				
<b>Exhibit B - Proceeds of Taxes</b>				
<b>Revenue Description</b>	<b>Acct #</b>	<b>Proceeds</b>	<b>Non Proceeds</b>	<b>Total 2021-22</b>
CURRENT PROPERTY	40010	372,621		372,621
PROPERTY TAX - UNSEC OTHER	40030	36,000		36,000
SALES TAX	41010	1,025,000		1,025,000
PROPERTY TRANSFER TAX	40040	26,000		26,000
GAS UTILITY	42010	15,000		15,000
GARBAGE FRANCHISE	42020	59,800		59,800
CABLE/PHONE T.V.	42030	27,200		27,200
BUSINESS LICENSES	43010	28,000		28,000
BUILDING PERMITS	43020		168,000	168,000
YARD SALE PERMITS	43040		300	300
ENCROACHMENT PERMITS	43030		3,000	3,000
OTHER PERMITS	43050		48,000	48,000
TRAFFIC FINES	44220		11,000	11,000
PARKING FINES	44210		6,000	6,000
INTEREST EARNED	46040		3,600	3,600
GRANTS - BEV/OTHER	47510		265,000	265,000
MOTOR VEHICLE IN LIEU TAX	40050	750,120		750,120
HOMEOWNER'S PROP. TAX RELIEF	40070	3,000		3,000
SB813 SUPPLEMENTAL TAXES	40060	5,000		5,000
STANISLAUS COUNTY FEES	46050		-	-
PLANNING APPLICATION	44410		600	600
PROP 172-PUBLIC SAFETY AUG	47050		9,300	9,300
UTILITY PENALTIES	46080		9,000	9,000
PLAN CHECK FEES	44030		50,000	50,000
BLDG CODE VIOLATIONS	44320			-
ADMINISTRATION VIOLATIONS	44310		2,000	2,000
VEHICLE RELEASE FEES	44060		6,000	6,000
MISC. FEES & CHARGES	46120		5,000	5,000
RETURNED CHECK CHARGES	44040		1,000	1,000
BOOKING FEES	44010		200	200
SALE OF DOCUMENTS	46010		100	100
REFUND	46090		15,000	15,000
SUNDRY REVENUES	46110		1,600	1,600
QUASI-EXTERNAL TRANSACTION	49020		402,000	402,000
RENTAL FEE	46020		16,000	16,000
AB 939 / TIRE AMNESTY	47520		-	-
MEASURE L TAX	41020		314,880	314,880
TRANSFERS-IN	49010	207,687		207,687
<b>TOTAL REVENUE</b>		<b>2,555,428</b>	<b>1,337,580</b>	<b>3,893,008</b>
<b>Appropriations Subject to Limitation</b>		<b>2,555,428</b>		

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON TO  
UPDATE THE PUBLICLY AVAILABLE SALARY SCHEDULE CONSISTENT  
WITH THE REQUIREMENT OF CALIFORNIA CODE OF REGULATIONS,  
TITLE 2, SECTION 570.5**

**WHEREAS**, the governing body of the City of Hughson contracts with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for its employees; and

**WHEREAS**, CalPERS uses the City of Hughson's salary schedule to calculate retirement benefits earned by the City's employees; and

**WHEREAS**, the City of Hughson as a contracting public employer is required to adhere to the requirements of the California Code of Regulations (CCR), Title 2, Section 570.5 for a publicly available pay schedule; and

**WHEREAS**, the City of Hughson has determined that the Salary Range Schedule for Designated Management Employees (Salary Schedule), the Memorandum of Understanding between the City of Hughson and Operating Engineers Local Union No. 3 on behalf of the City of Hughson Employees Association, and the Part-Time Salary Schedule, a copy of which is attached hereto as Exhibit "A," should be updated to meet all of the requirements for CCR, Title 2, Section 570.5; and

**WHEREAS**, the proposed Salary Schedule complies with CCR, Title 2, Section 570.5 to ensure no adverse effect to its employees; and

**WHEREAS**, the City of Hughson certifies that this resolution does not require any budget augmentation; and

**WHEREAS**, it is necessary for the City Council to adopt the Salary Schedule at a publicly noticed meeting.

**NOW THEREFORE, BE IT RESOLVED** by the governing body of the City of Hughson as follows:

1. Salary Schedule for Fiscal Years 2021-2022, 2022-2023, 2023-2024, has been updated to meet all of the requirements of California Code of Regulations Section 570.5.
2. The updated Salary Schedule attached hereto as Exhibit A is hereby adopted.

3. That any future salary increases that will result in an update to the Salary Schedule, shall be adopted by Resolution by the City Council.
4. The Salary Schedule will become a publicly available document with an effective date of July 1, 2021.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regular meeting held on this 28<sup>th</sup> day of June 2021, by the following roll call votes:

**AYES:        MAYOR CARR, BAWANAN, HILL, BUCK**

**NOES:        NONE.**

**ABSTENTIONS:    NONE.**

**ABSENT:    RUSH**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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

Exhibit A

City of Hughson  
Salary Schedule  
Fiscal Year 2021-2022

Range	A		B		C		D		E		Monthly
	Hourly	Monthly									
75	\$18.80	\$1,629.78	\$19.74	\$1,711.27	\$20.73	\$1,796.89	\$21.77	\$1,886.67	\$22.86	\$1,981.01	\$3,962.01
Accounting Technician I	\$21.40	\$1,854.84	\$22.47	\$1,947.58	\$23.59	\$2,040.96	\$24.77	\$2,147.21	\$26.01	\$2,254.57	\$4,509.14
Building Inspector	\$25.85	\$2,240.85	\$27.15	\$2,352.89	\$28.51	\$2,470.54	\$29.98	\$2,594.06	\$31.48	\$2,723.77	\$5,447.53
Code Enforcement Officer	\$22.27	\$1,930.16	\$23.38	\$2,026.66	\$24.55	\$2,128.00	\$25.78	\$2,234.40	\$27.07	\$2,346.12	\$4,692.23
Customer Service Clerk	\$19.57	\$1,549.03	\$16.34	\$1,416.49	\$17.16	\$1,487.91	\$18.02	\$1,561.68	\$18.92	\$1,639.76	\$3,279.51
Maintenance Worker I	\$17.54	\$1,520.03	\$18.42	\$1,596.13	\$19.34	\$1,675.94	\$20.30	\$1,759.74	\$21.32	\$1,847.72	\$3,695.44
Maintenance Worker II	\$19.96	\$1,700.29	\$20.96	\$1,816.55	\$22.01	\$1,907.37	\$23.11	\$2,002.74	\$24.26	\$2,102.88	\$4,205.75
Mechanic/Maintenance Worker II	\$20.77	\$1,800.29	\$21.81	\$1,890.31	\$22.90	\$1,984.82	\$24.05	\$2,084.06	\$25.25	\$2,188.26	\$4,376.52
Park and Recreation Coordinator	\$12.88	\$1,116.65	\$13.55	\$1,172.48	\$14.20	\$1,231.11	\$14.91	\$1,292.66	\$15.66	\$1,357.29	\$2,714.58
Park Maintenance Worker	\$19.18	\$1,662.54	\$20.14	\$1,745.67	\$21.15	\$1,832.95	\$22.21	\$1,924.60	\$23.32	\$2,020.83	\$4,041.65
Planning and Building Assistant	\$23.41	\$2,028.61	\$24.58	\$2,130.04	\$25.81	\$2,236.55	\$27.12	\$2,348.37	\$28.45	\$2,465.79	\$4,931.58
Public Works Supervisor	\$24.60	\$2,132.09	\$25.83	\$2,238.70	\$27.12	\$2,350.63	\$28.48	\$2,468.16	\$29.80	\$2,591.57	\$5,183.14
Senior Accounting Technician	\$22.27	\$1,930.16	\$23.38	\$2,026.66	\$24.55	\$2,128.00	\$25.78	\$2,234.40	\$27.07	\$2,346.12	\$4,692.23
Senior Maintenance Worker	\$20.77	\$1,800.29	\$21.81	\$1,890.31	\$22.90	\$1,984.82	\$24.05	\$2,084.06	\$25.25	\$2,188.26	\$4,376.52
Senior Parks Maintenance Worker	\$20.77	\$1,800.29	\$21.81	\$1,890.31	\$22.90	\$1,984.82	\$24.05	\$2,084.06	\$25.25	\$2,188.26	\$4,376.52
Senior Water Distribution/Treatment System Operator	\$25.35	\$2,196.70	\$26.61	\$2,306.53	\$27.94	\$2,421.86	\$29.34	\$2,542.95	\$30.81	\$2,670.10	\$5,340.19
Wastewater Chief Plant Operator	\$25.35	\$2,196.70	\$26.61	\$2,306.53	\$27.94	\$2,421.86	\$29.34	\$2,542.95	\$30.81	\$2,670.10	\$5,340.19
Wastewater Treatment Plant Operator I	\$21.62	\$1,873.39	\$22.70	\$1,967.06	\$23.83	\$2,065.41	\$25.02	\$2,168.88	\$26.27	\$2,277.12	\$4,554.23
Wastewater Treatment Plant Operator II	\$23.41	\$2,028.61	\$24.58	\$2,130.04	\$25.81	\$2,236.55	\$27.12	\$2,348.37	\$28.45	\$2,465.79	\$4,931.58
Wastewater Treatment Plant Operator-In-Training	\$17.54	\$1,520.03	\$18.42	\$1,596.13	\$19.34	\$1,675.94	\$20.30	\$1,759.74	\$21.32	\$1,847.72	\$3,695.44
Water Treatment/Distribution System Operator I	\$20.36	\$1,754.82	\$21.38	\$1,853.06	\$22.45	\$1,945.71	\$23.57	\$2,043.00	\$24.75	\$2,145.15	\$4,290.29
Water Treatment/Distribution System Operator II	\$22.49	\$1,949.46	\$23.62	\$2,046.93	\$24.80	\$2,149.28	\$26.04	\$2,256.74	\$27.34	\$2,369.58	\$4,739.15

Range	A		B		C		D		E		Monthly
	Hourly	Monthly									
157	\$504.94	5,804.94	6,095.19	6,399.95	6,719.95	6,399.95	6,719.95	6,399.95	6,719.95	6,399.95	7,055.95
Accounting Manager	5,468.52	5,468.52	5,741.95	5,741.95	6,390.50	6,390.50	6,647.02	6,647.02	6,647.02	6,647.02	6,647.02
City Manager	10,974.02	10,974.02	11,522.72	11,522.72	12,098.86	12,098.86	12,703.80	12,703.80	12,703.80	12,703.80	13,338.99
Community Development Director	8,904.66	8,904.66	9,249.89	9,249.89	9,817.38	9,817.38	10,308.25	10,308.25	10,308.25	10,308.25	10,823.67
Director of Finance and Administrative Services	8,816.49	8,816.49	9,257.32	9,257.32	9,720.18	9,720.18	10,206.19	10,206.19	10,206.19	10,206.19	10,716.50
Management Analyst	4,804.98	4,804.98	5,045.23	5,045.23	5,297.50	5,297.50	5,562.37	5,562.37	5,562.37	5,562.37	5,840.49
Parks and Recreation Manager	4,710.31	4,710.31	4,845.82	4,845.82	5,193.11	5,193.11	5,452.77	5,452.77	5,452.77	5,452.77	5,725.41
Public Works Superintendent	5,578.44	5,578.44	5,875.36	5,875.36	6,150.23	6,150.23	6,457.74	6,457.74	6,457.74	6,457.74	6,780.63
Utilities Superintendent	5,690.56	5,690.56	5,975.09	5,975.09	6,273.85	6,273.85	6,587.54	6,587.54	6,587.54	6,587.54	6,916.92

In addition to the above mentioned salaries employees may be eligible for the following incentive pays (subject to City Manager approval):  
 Mechanics Pay  
 5% of base salary  
 Special Assignment Pay  
 up to 10% of base salary  
 Longevity Pay  
 up to 15% of base salary  
 Bilingual Pay  
 up to 2.5% - 1.5% Spoken + 1% Written

Range	A		B		C		D		E		Monthly
	Hourly	Monthly									
100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
City Treasurer	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00
Council Member	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00
Mayor	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
Planning Commission											

Effective: July 1, 2021

Adopted: June 28, 2021

City of Houghton  
Salary Schedule  
Fiscal Year 2022-2023

Non-Management Full-Time Employees	Position	Salary Range																	
		A	B	C	D	E	F	G	H	I	J	K	L						
Range	Position	Hourly	Bi-Monthly	Monthly	Hourly	Bi-Monthly	Monthly	Hourly	Bi-Monthly	Monthly	Hourly	Bi-Monthly	Monthly	Hourly	Bi-Monthly	Monthly	Hourly	Bi-Monthly	Monthly
84	Accounting Technician I	\$19.76	\$1,712.92	\$3,425.83	\$20.75	\$1,798.56	\$3,597.12	\$21.79	\$1,888.49	\$3,776.97	\$22.88	\$1,982.91	\$3,965.82	\$24.02	\$2,082.06	\$4,164.11			
102	Accounting Technician II	\$23.64	\$2,048.90	\$4,097.79	\$24.82	\$2,154.34	\$4,302.68	\$26.06	\$2,258.91	\$4,517.82	\$27.37	\$2,371.86	\$4,743.71	\$28.73	\$2,490.45	\$4,980.89			
114	Building Inspector	\$26.64	\$2,308.75	\$4,617.50	\$27.97	\$2,424.19	\$4,848.37	\$29.37	\$2,545.40	\$5,090.79	\$30.84	\$2,672.67	\$5,345.33	\$32.38	\$2,805.30	\$5,612.59			
105	Code Enforcement Officer	\$24.35	\$2,110.88	\$4,221.96	\$25.57	\$2,216.53	\$4,433.06	\$26.85	\$2,327.36	\$4,654.71	\$28.20	\$2,443.73	\$4,887.45	\$29.61	\$2,565.91	\$5,131.82			
66	Customer Service Clerk	\$16.52	\$1,432.03	\$2,864.05	\$17.35	\$1,503.63	\$3,007.25	\$18.22	\$1,578.81	\$3,157.61	\$19.13	\$1,657.75	\$3,315.50	\$20.08	\$1,740.64	\$3,481.27			
78	Maintenance Worker I	\$18.62	\$1,613.64	\$3,227.28	\$19.55	\$1,694.33	\$3,388.65	\$20.53	\$1,779.04	\$3,558.08	\$21.55	\$1,867.99	\$3,735.98	\$22.63	\$1,961.39	\$3,922.78			
92	Maintenance Worker II	\$21.40	\$1,854.84	\$3,709.68	\$22.47	\$1,947.58	\$3,895.16	\$23.59	\$2,044.96	\$4,089.92	\$24.77	\$2,147.21	\$4,294.42	\$26.01	\$2,254.57	\$4,509.14			
44	Mechanics/Maintenance Worker I	\$13.27	\$1,150.49	\$2,300.97	\$13.94	\$1,208.01	\$2,416.02	\$14.63	\$1,268.41	\$2,536.82	\$15.37	\$1,331.83	\$2,663.66	\$16.13	\$1,398.42	\$2,796.84			
84	Park and Recreation Coordinator	\$19.76	\$1,712.92	\$3,425.83	\$20.75	\$1,798.56	\$3,597.12	\$21.79	\$1,888.49	\$3,776.97	\$22.88	\$1,982.91	\$3,965.82	\$24.02	\$2,082.06	\$4,164.11			
104	Planning and Building Assistant	\$24.12	\$2,090.08	\$4,180.16	\$25.32	\$2,194.59	\$4,389.17	\$26.59	\$2,304.31	\$4,608.62	\$27.92	\$2,419.53	\$4,839.06	\$29.31	\$2,540.51	\$5,081.01			
109	Public Works Supervisor	\$25.35	\$2,196.70	\$4,393.39	\$26.61	\$2,306.53	\$4,613.05	\$27.94	\$2,421.86	\$4,848.71	\$29.84	\$2,542.95	\$5,085.90	\$30.81	\$2,670.10	\$5,340.19			
99	Senior Accounting Technician	\$22.94	\$1,988.64	\$3,977.28	\$24.09	\$2,088.07	\$4,176.14	\$25.30	\$2,192.48	\$4,384.95	\$26.56	\$2,302.10	\$4,604.20	\$27.89	\$2,417.21	\$4,834.41			
92	Senior Maintenance Worker	\$21.40	\$1,854.84	\$3,709.68	\$22.47	\$1,947.58	\$3,895.16	\$23.59	\$2,044.96	\$4,089.92	\$24.77	\$2,147.21	\$4,294.42	\$26.01	\$2,254.57	\$4,509.14			
92	Senior Water Distribution/Treatment System Operator	\$26.11	\$2,268.26	\$4,536.51	\$27.42	\$2,376.42	\$4,752.84	\$28.79	\$2,495.24	\$4,990.48	\$30.23	\$2,620.00	\$5,240.00	\$31.74	\$2,751.00	\$5,502.00			
112	Wastewater Treatment Plant Operator	\$25.11	\$2,268.26	\$4,536.51	\$26.42	\$2,376.42	\$4,752.84	\$27.79	\$2,495.24	\$4,990.48	\$29.23	\$2,620.00	\$5,240.00	\$30.74	\$2,751.00	\$5,502.00			
96	Wastewater Treatment Plant Operator I	\$22.27	\$1,930.16	\$3,860.31	\$23.38	\$2,026.66	\$4,053.32	\$24.55	\$2,128.00	\$4,255.99	\$25.78	\$2,234.40	\$4,468.79	\$27.07	\$2,346.12	\$4,692.23			
104	Wastewater Treatment Plant Operator II	\$24.12	\$2,090.08	\$4,180.16	\$25.32	\$2,194.59	\$4,389.17	\$26.59	\$2,304.31	\$4,608.62	\$27.92	\$2,419.53	\$4,839.06	\$29.31	\$2,540.51	\$5,081.01			
75	Wastewater Treatment Plant Operator-In-Training	\$18.07	\$1,566.19	\$3,132.37	\$18.97	\$1,644.50	\$3,288.99	\$19.92	\$1,728.72	\$3,453.44	\$20.92	\$1,813.06	\$3,626.11	\$21.96	\$1,903.71	\$3,807.41			
91	Water Treatment/Distribution System Operator I	\$21.19	\$1,836.48	\$3,672.95	\$22.25	\$1,928.30	\$3,856.60	\$23.36	\$2,024.72	\$4,048.43	\$24.53	\$2,125.95	\$4,251.90	\$25.76	\$2,232.25	\$4,464.48			
104	Water Treatment/Distribution System Operator II	\$24.12	\$2,090.08	\$4,180.16	\$25.32	\$2,194.59	\$4,389.17	\$26.59	\$2,304.31	\$4,608.62	\$27.92	\$2,419.53	\$4,839.06	\$29.31	\$2,540.51	\$5,081.01			

Designated Management Employees	Position	Salary Range														
		A	B	C	D	E	F	G	H	I	J	K				
Range	Position	Hourly	Bi-Monthly	Monthly	Hourly	Bi-Monthly	Monthly	Hourly	Bi-Monthly	Monthly	Hourly	Bi-Monthly	Monthly	Hourly	Bi-Monthly	Monthly
143	Accounting Manager		6,162.07	12,324.14		6,470.17	12,940.34		6,793.68	13,587.36		7,133.36	14,266.72		7,490.03	14,980.06
134	City Clerk/Assistant to the City Manager		5,634.22	11,268.44		5,915.99	11,831.98		6,211.73	12,423.46		6,522.32	13,044.64		6,846.43	13,692.86
204	City Manager		11,306.55	22,613.10		11,871.87	23,743.74		12,465.47	24,930.94		13,088.74	26,177.48		13,743.18	27,486.36
185	Community Development Director		9,358.88	18,717.76		9,826.83	19,653.66		10,318.17	20,636.34		10,834.08	21,668.16		11,375.78	22,761.56
185	Director of Finance and Administrative Services		9,358.88	18,717.76		9,826.83	19,653.66		10,318.17	20,636.34		10,834.08	21,668.16		11,375.78	22,761.56
122	Management Analyst		5,000.09	10,000.18		5,250.09	10,500.18		5,512.59	11,025.18		5,788.22	11,576.44		6,077.64	12,155.28
119	Parks and Recreation Manager		4,853.03	9,706.06		5,095.69	10,191.38		5,350.47	10,700.94		5,617.99	11,235.98		5,898.89	11,797.77
139	Public Works Superintendent		5,921.62	11,843.24		6,217.71	12,435.42		6,528.59	13,057.18		6,855.02	13,710.04		7,197.77	14,385.54
139	Utilities Superintendent		5,921.62	11,843.24		6,217.71	12,435.42		6,528.59	13,057.18		6,855.02	13,710.04		7,197.77	14,385.54

In addition to the above mentioned salaries employees may be eligible for the following incentive pays (subject to City Manager approval)

- Mechanics Pay: 5% of base salary
- Special Assignment Pay: up to 10% of base salary
- Longevity Pay: up to 15% of base salary
- Bilingual Pay: up to 2.5% - 1.5% Spoken + 1% Written

Elected/Appointed	Position	Salary Range														
		A	B	C	D	E	F	G	H	I	J	K				
Range	Position	Hourly	Bi-Monthly	Monthly	Hourly	Bi-Monthly	Monthly	Hourly	Bi-Monthly	Monthly	Hourly	Bi-Monthly	Monthly	Hourly	Bi-Monthly	Monthly
	City Treasurer		100.00	200.00		100.00	200.00		100.00	200.00		100.00	200.00		100.00	200.00
	Council Member		250.00	500.00		250.00	500.00		250.00	500.00		250.00	500.00		250.00	500.00
	Mayor		300.00	600.00		300.00	600.00		300.00	600.00		300.00	600.00		300.00	600.00
	Planning Commission		50.00	100.00		50.00	100.00		50.00	100.00		50.00	100.00		50.00	100.00

City of Hughson  
Salary Schedule  
Fiscal Year 2023-2024

Non-Management Full-Time Employees	Range	Salary Range																	
		A			B			C			D			E					
Position	Hourly	Bi-Monthly	Monthly	Hourly	Bi-Monthly	Monthly	Hourly	Bi-Monthly	Monthly	Hourly	Bi-Monthly	Monthly	Hourly	Bi-Monthly	Monthly	Hourly	Bi-Monthly	Monthly	
Accounting Technician I	86	\$20.16	\$1,747.34	\$3,494.68	\$21.17	\$1,834.71	\$3,669.42	\$22.23	\$1,926.45	\$3,852.89	\$23.34	\$2,022.77	\$4,045.53	\$24.51	\$2,123.91	\$4,247.81	\$25.81	\$2,230.24	\$4,456.48
Accounting Technician II	104	\$24.12	\$2,090.08	\$4,180.16	\$25.32	\$2,194.59	\$4,389.17	\$26.59	\$2,304.31	\$4,608.62	\$27.92	\$2,419.53	\$4,839.06	\$29.31	\$2,540.51	\$5,081.01	\$31.46	\$2,687.71	\$5,375.41
Building Inspector	116	\$27.17	\$2,355.16	\$4,710.31	\$28.53	\$2,472.91	\$4,945.82	\$29.96	\$2,596.56	\$5,193.11	\$31.46	\$2,736.39	\$5,472.77	\$33.03	\$2,862.71	\$5,725.41	\$35.46	\$3,016.82	\$6,033.64
Code Enforcement Officer	107	\$24.85	\$2,153.41	\$4,306.82	\$26.09	\$2,261.08	\$4,522.16	\$27.39	\$2,374.14	\$4,748.27	\$28.76	\$2,492.84	\$4,985.68	\$30.20	\$2,617.49	\$5,234.97	\$32.46	\$2,756.90	\$5,513.80
Customer Service Clerk	68	\$16.85	\$1,460.81	\$2,921.62	\$17.70	\$1,533.85	\$3,067.70	\$18.58	\$1,610.54	\$3,221.08	\$19.51	\$1,691.07	\$3,382.14	\$20.49	\$1,775.62	\$3,551.24	\$22.46	\$1,860.09	\$3,726.18
Maintenance Worker I	80	\$18.99	\$1,646.08	\$3,292.15	\$19.94	\$1,728.38	\$3,456.76	\$20.94	\$1,814.80	\$3,623.60	\$21.99	\$1,905.54	\$3,811.08	\$23.09	\$2,000.82	\$4,001.63	\$25.28	\$2,099.89	\$4,299.77
Maintenance Worker II	94	\$21.83	\$1,892.12	\$3,784.24	\$22.92	\$1,986.73	\$3,973.46	\$24.07	\$2,086.07	\$4,172.13	\$25.27	\$2,190.37	\$4,380.73	\$26.54	\$2,299.89	\$4,599.77	\$28.91	\$2,414.00	\$4,828.91
Mechanic/Maintenance Worker II	94	\$21.83	\$1,892.12	\$3,784.24	\$22.92	\$1,986.73	\$3,973.46	\$24.07	\$2,086.07	\$4,172.13	\$25.27	\$2,190.37	\$4,380.73	\$26.54	\$2,299.89	\$4,599.77	\$28.91	\$2,414.00	\$4,828.91
Park and Recreation Coordinator	46	\$13.54	\$1,173.61	\$2,347.22	\$14.22	\$1,232.29	\$2,464.58	\$14.93	\$1,293.91	\$2,587.81	\$15.68	\$1,358.60	\$2,717.20	\$16.46	\$1,426.53	\$2,853.06	\$17.46	\$1,495.62	\$3,000.00
Park Maintenance Worker	86	\$20.16	\$1,747.34	\$3,494.68	\$21.17	\$1,834.71	\$3,669.42	\$22.23	\$1,926.45	\$3,852.89	\$23.34	\$2,022.77	\$4,045.53	\$24.51	\$2,123.91	\$4,247.81	\$25.81	\$2,230.24	\$4,456.48
Planning and Building Assistant	106	\$24.60	\$2,132.09	\$4,264.18	\$25.83	\$2,238.70	\$4,477.39	\$27.12	\$2,350.63	\$4,701.26	\$28.48	\$2,468.16	\$4,936.32	\$30.38	\$2,591.57	\$5,183.14	\$32.46	\$2,736.39	\$5,472.77
Public Works Supervisor	111	\$25.85	\$2,240.85	\$4,481.70	\$27.15	\$2,352.89	\$4,705.78	\$28.51	\$2,470.54	\$4,941.07	\$29.93	\$2,594.06	\$5,188.12	\$31.43	\$2,736.39	\$5,472.77	\$33.96	\$2,881.00	\$5,762.00
Senior Accounting Technician	101	\$23.41	\$2,028.61	\$4,057.22	\$24.58	\$2,130.04	\$4,260.08	\$25.81	\$2,236.55	\$4,473.09	\$27.10	\$2,348.37	\$4,696.74	\$28.45	\$2,465.79	\$4,931.58	\$30.38	\$2,591.57	\$5,183.14
Senior Maintenance Worker	94	\$21.83	\$1,892.12	\$3,784.24	\$22.92	\$1,986.73	\$3,973.46	\$24.07	\$2,086.07	\$4,172.13	\$25.27	\$2,190.37	\$4,380.73	\$26.54	\$2,299.89	\$4,599.77	\$28.91	\$2,414.00	\$4,828.91
Senior Parks Maintenance Worker	94	\$21.83	\$1,892.12	\$3,784.24	\$22.92	\$1,986.73	\$3,973.46	\$24.07	\$2,086.07	\$4,172.13	\$25.27	\$2,190.37	\$4,380.73	\$26.54	\$2,299.89	\$4,599.77	\$28.91	\$2,414.00	\$4,828.91
Senior Water Distribution/Treatment System Operator	114	\$26.64	\$2,308.75	\$4,617.50	\$27.97	\$2,424.19	\$4,848.37	\$29.37	\$2,545.40	\$5,090.79	\$30.84	\$2,672.67	\$5,345.33	\$32.38	\$2,806.30	\$5,612.59	\$34.53	\$2,939.33	\$5,881.66
Wastewater Chief Plant Operator	114	\$26.64	\$2,308.75	\$4,617.50	\$27.97	\$2,424.19	\$4,848.37	\$29.37	\$2,545.40	\$5,090.79	\$30.84	\$2,672.67	\$5,345.33	\$32.38	\$2,806.30	\$5,612.59	\$34.53	\$2,939.33	\$5,881.66
Wastewater Treatment Plant Operator I	98	\$22.72	\$1,968.95	\$3,937.90	\$23.85	\$2,067.40	\$4,134.79	\$25.05	\$2,170.77	\$4,341.53	\$26.30	\$2,279.31	\$4,558.61	\$27.61	\$2,393.27	\$4,786.54	\$29.16	\$2,516.37	\$5,025.24
Wastewater Treatment Plant Operator II	106	\$24.60	\$2,132.09	\$4,264.18	\$25.83	\$2,238.70	\$4,477.39	\$27.12	\$2,350.63	\$4,701.26	\$28.48	\$2,468.16	\$4,936.32	\$29.90	\$2,591.57	\$5,183.14	\$32.46	\$2,736.39	\$5,472.77
Wastewater Treatment Plant Operator-In-Training	77	\$18.43	\$1,597.67	\$3,195.33	\$19.36	\$1,677.55	\$3,355.10	\$20.32	\$1,761.43	\$3,522.85	\$21.34	\$1,849.50	\$3,698.99	\$22.41	\$1,941.97	\$3,883.94	\$24.60	\$2,030.00	\$4,065.00
Water Treatment/Distribution System Operator I	93	\$21.62	\$1,873.39	\$3,746.78	\$22.70	\$1,967.06	\$3,934.11	\$23.83	\$2,065.41	\$4,130.82	\$25.02	\$2,168.68	\$4,337.36	\$26.27	\$2,277.12	\$4,554.23	\$28.45	\$2,385.57	\$4,781.02
Water Treatment/Distribution System Operator II	106	\$24.60	\$2,132.09	\$4,264.18	\$25.83	\$2,238.70	\$4,477.39	\$27.12	\$2,350.63	\$4,701.26	\$28.48	\$2,468.16	\$4,936.32	\$29.90	\$2,591.57	\$5,183.14	\$32.46	\$2,736.39	\$5,472.77

Designated Management Employees	Range	A			B			C			D			E		
		Hourly	Bi-Monthly	Monthly												
Accounting Manager	145			6,600.22			6,930.23			7,276.74			7,640.58			8,014.42
City Clerk/Assistant to the City Manager	136			5,747.47			6,034.84			6,336.59			6,653.42			6,986.09
City Manager	205			11,533.81			12,110.50			12,716.02			13,351.83			14,019.42
Community Development Director	187			9,547.00			10,024.35			10,525.56			11,051.84			11,604.43
Director of Finance and Administrative Services	187			9,547.00			10,024.35			10,525.56			11,051.84			11,604.43
Management Analyst	124			5,100.59			5,355.62			5,623.40			5,904.57			6,199.80
Parks and Recreation Manager	121			4,950.58			5,198.11			5,458.01			5,730.92			6,017.46
Public Works Superintendent	141			6,040.65			6,342.68			6,659.82			6,992.81			7,342.45
Utilities Superintendent	141			6,040.65			6,342.68			6,659.82			6,992.81			7,342.45

In addition to the above mentioned salaries employees may be eligible for the following incentive pays (subject to City Manager approval)

- Mechanics Pay  
5% of base salary
- Special Assignment Pay  
up to 10% of base salary
- Longevity Pay  
up to 15% of base salary
- Bilingual Pay  
up to 2.5% - 1.5% Spoken + 1% Written

Elected/Appointed	Range	A			B			C			D			E		
		Per Meeting	Monthly	Hourly												
City Treasurer				100.00												
Council Member				250.00												
Mayor				300.00												
Planning Commission				50.00												

**City of Hughson  
Salary Schedule  
Part-Time Positions  
Effective July 1, 2021**

**FY 2021-22**

Range	Step A	Step B	Step C	Step D	Step E
	Hourly	Hourly	Hourly	Hourly	Hourly

**Title**

Part-Time Code Enforcement Officer

96 \$ 22.27 \$ 23.38 \$ 24.55 \$ 25.78 \$ 27.07

**FY 2022-23**

Range	Step A	Step B	Step C	Step D	Step E
	Hourly	Hourly	Hourly	Hourly	Hourly

**Title**

Part-Time Code Enforcement Officer

105 \$ 24.36 \$ 25.57 \$ 26.85 \$ 28.20 \$ 29.61

**FY 2023-24**

Range	Step A	Step B	Step C	Step D	Step E
	Hourly	Hourly	Hourly	Hourly	Hourly

**Title**

Part-Time Code Enforcement Officer

107 \$ 24.85 \$ 26.09 \$ 27.39 \$ 28.76 \$ 30.20

**California Minimum Wage**

Effective Date	Minimum Wage for Employers with 25 Employees or Less	Minimum Wage for Employers with 26 Employees or More
January 1, 2021	\$13.00/hour	\$14.00/hour
January 1, 2022	\$14.00/hour	\$15.00/hour
January 1, 2023	\$15.00/hour	

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON DIRECTING  
THE FILING OF THE ANNUAL REPORTS FOR FISCAL YEAR 2021-2022 FOR  
SPECIAL ASSESSMENT DISTRICTS IN THE CITY OF HUGHSON**

**WHEREAS**, the City of Hughson has established Landscape and Lighting Districts and Benefit Assessment Districts, as identified in Exhibit A and Exhibit B; and

**WHEREAS**, the Annual Reports provide the costs to maintain and operate the streetlights, landscape maintenance, drainage systems, detention basins irrigation, electrical facilities and provide other improvements as prescribed in the formation documents; and

**WHEREAS**, the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982, require the filing of an annual report pursuant to §22622 of the Streets and Highways Code, §54703 of the California Government Code, and §53321 of the California Government Code.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson does hereby direct the Engineer of Work to file the Annual Reports for Fiscal Year 2021-2022 for the Landscape and Lighting Districts and the Benefit Assessment Districts identified in Exhibit A and Exhibit B.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Hughson this 28th day of June 2021, by the following vote:

**AYES:       MAYOR CARR, BAWANAN, BUCK HILL**

**NOES:       NONE.**

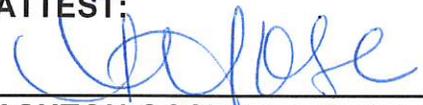
**ABSTENTIONS:    NONE.**

**ABSENT:    RUSH**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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

# EXHIBIT A

Assessment District	Description of Improvements
Brittany Woods	Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 12 streetlights.
Central Hughson, LLD and BAD	Maintenance of landscaping, irrigation systems and street lighting maintenance and energy costs for 19 streetlights. Drainage infrastructure maintenance, street sweeping, maintenance and repairs, sidewalk maintenance, graffiti abatement.
Euclid South, LLD and BAD	Maintenance of landscaping, irrigation systems, street lighting maintenance and energy costs for streetlights, street tree maintenance, removal and replacement, graffiti removal. Detention/Retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, graffiti abatement.
Feathers Glen, LLD and BAD	Maintenance of landscaping, including in the community park, irrigation systems, street lighting maintenance and energy costs for 13 streetlights, street tree maintenance, removal and replacement, graffiti removal. Detention/Retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, graffiti abatement.
Fontana Ranch North, LLD and BAD	Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 38 streetlights. Detention/Retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, graffiti abatement.
Fontana Ranch South, LLD and BAD	Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 20 streetlights. Detention/Retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, graffiti abatement.
Rhapsody Unit No. 1, LLD	Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for streetlights.
Rhapsody Unit No. 2, LLD	Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 9 streetlights.
Santa Fe Estates Phase 1, LLD	Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 12 streetlights.
Santa Fe Estates Phase 2, LLD	Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 9 streetlights.
Starn Estates	Maintenance of landscaping, irrigation systems, and street lighting maintenance and energy costs for 12 streetlights.

Assessment District	Description of Improvements
Sterling Glen III, LLD and BAD	Maintenance of landscaping, including in the community park, irrigation systems, street lighting maintenance and energy costs for 25 streetlights. Also includes street tree maintenance, removal and replacement and graffiti removal. Detention/Retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, graffiti abatement.
Sun Glow Estates	Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 15 streetlights.
Walnut Haven III	Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 7 streetlights.
Province Place, CFD	Street maintenance and repairs 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.

# City of Hughson California



Harris & Associates

## **CITY OF HUGHSON** ENGINEER'S REPORT FISCAL YEAR 2021-22 BENEFIT ASSESSMENT DISTRICTS

**June 2021**

**PREPARED BY**

*Harris & Associates*

22 Executive Park, Suite 200

Irvine, CA 92614

(949) 655-3900

[www.weareharris.com](http://www.weareharris.com)



ENGINEER'S REPORT FOR  
FISCAL YEAR 2021-22  
BENEFIT ASSESSMENT DISTRICTS  
City of Hughson  
State of California

APPROVED BY THE CITY COUNCIL OF THE CITY OF HUGHSON FOR THE BENEFIT ASSESSMENT DISTRICTS OF THE CITY OF HUGHSON, STATE OF CALIFORNIA ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

---

CITY CLERK  
CITY OF HUGHSON



# TABLE OF CONTENTS

## Table of Contents

Summary of District Assessments	1
Statement of Assessment Engineer	2
Part I – Plans and Specifications	4
Part II – Estimate of Costs	5
Part III – District Diagram	20
Part IV – Method of Apportionment	21

## Appendices

- Appendix A – Assessment Roll
- Appendix B – District Diagrams

# SUMMARY OF DISTRICT ASSESSMENTS

## Benefit Assessment Districts Summary

The February Consumer Price Index (“CPI”) is used to determine the Maximum Assessment Rate each year. The February CPI, plus 3% is added to the previous years’ Maximum Rate per EDU to determine the adjusted Maximum Rate per EDU for each District for the current year. Please refer to Section II of this Report, “Assessment Range Formula” for a complete description of the CPI and how it is calculated.

DISTRICT NAME	2020-21 Current EDU	2020-21 Maximum Rate per EDU	2020-21 Proposed Rate per EDU	2021-2122 Maximum Rate per EDU	2021-22 Proposed Rate per EDU	2021-22 Estimated Budget	2021-22 Budget at Maximum
Central Hughson BAD <sup>1</sup>	215	Varies	Varies	Varies	Varies	\$6,771.26	\$32,500.00
Euclid North BAD	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Euclid South BAD	69	\$273.59	\$273.58	\$286.22	\$286.22	\$19,749.18	\$19,749.18
Feathers Glen BAD	42	\$278.21	\$278.20	\$291.05	\$291.04	\$12,223.68	\$12,224.10
Fontana Ranch North BAD	91	\$292.51	\$260.00	\$306.00	\$260.00	\$23,660.00	\$27,846.00
Fontana Ranch South BAD	56	\$243.04	\$243.04	\$254.25	\$254.24	\$14,237.44	\$14,238.00
Sterling Glen III BAD	73	\$209.99	\$209.98	\$219.68	\$219.68	\$16,036.64	\$16,036.64
Sterling Glen III Annex BAD	1.67	\$349.99	\$349.98	\$366.14	\$366.14	\$611.78	\$611.78

<sup>1</sup>The Central Hughson District has 215 parcels. The Assessment rates vary by parcel.

Estimated Budget is represented by "Total Balance to Levy" on the District budget pages shown in this Engineer's Report.

The Euclid South BAD was assessed for the first time in Fiscal Year 2020/21. It was originally formed in November of 2006.

It is anticipated that the Euclid North BAD will be assessed beginning in Fiscal Year 2022/23.

The February Consumer Price Index (“CPI”) is used to determine the Maximum Assessment Rate each year. The February CPI is added to the previous years’ Maximum Assessment Rate to determine the adjusted Maximum Assessment for each District. The February 2021 CPI was 1.57% (rounded). Please refer to Section IV of this Report, “Assessment Range Formula” for a complete description of the CPI tables used for this purpose.

The calculated Maximum Assessment for each District is shown on the individual Budget pages in Section IV of this Report.



# STATEMENT OF ASSESSMENT ENGINEER

## Statement of Assessment Engineer

**AGENCY:** CITY OF HUGHSON

**PROJECT:** BENEFIT ASSESSMENT DISTRICTS

**TO:** THE CITY COUNCIL OF THE  
CITY OF HUGHSON  
STATE OF CALIFORNIA

### ENGINEER'S REPORT FOR FISCAL YEAR 2021-22

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council of the City of Hughson to provide storm drainage maintenance services upon each lot or parcel of land in the districts in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2021-22.

Pursuant to the Benefit Assessment Act of 1982 (, commencing with Section 54703) ("Act"), Article XIIIID, Section 4(a) of the State of California Constitution, the City Council of the City of Hughson has adopted a Resolution ordering this Report for the Districts. The Report consists of the following Parts:

#### PART I

**Description of Improvements:** This part provides a general description of improvements proposed to be maintained in the Districts. Plans and specifications for the improvements are on file with the City.

#### PART II

**Estimate of Cost:** This part contains the cost estimate of the proposed maintenance including incidental costs and expenses for Fiscal Year 2021-22.

#### PART III

**District Diagram:** This part incorporates a Diagram of the Districts showing the external boundaries of the Districts. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Stanislaus County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report. The District Diagrams are also filed under separate cover with the City Clerk.

---

**PART IV**

**Method of Apportionment of the Assessments:** This part describes the method of apportionment of assessments, based upon parcel classification of land within the Districts in proportion to the estimated special benefits to be received. The costs and expenses of the Districts have been assessed upon the parcels of land within the boundaries of Districts pursuant to the initial methodology established upon formation of the Districts. For particulars as to the identification of parcels, reference is made to the District Diagrams.

**Appendices**

- Appendix A – Assessment Roll
- Appendix B – District Diagrams



Harris and Associates has agreed to perform the administrative function of submitting the assessment amounts to Stanislaus County for the 2021-22 tax year, based on previous City Council approvals.

## PART I – PLANS AND SPECIFICATIONS

### Plans and Specifications

The authorized improvements and services within each District are shown below:

- **Central Hughson BAD:** Drainage infrastructure maintenance, street sweeping, maintenance and repairs, sidewalk maintenance, graffiti abatement.
- **Euclid North BAD:** No improvements are currently being maintained.
- **Euclid South BAD:** Retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, graffiti abatement.
- **Feathers Glen BAD:** Detention/Retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, graffiti abatement.
- **Fontana Ranch North BAD:** Detention/Retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, graffiti abatement.
- **Fontana Ranch South BAD:** Detention/Retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, graffiti abatement.
- **Sterling Glen III BAD:** Detention/Retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, graffiti abatement.
- **Sterling Glen III BAD Annexation 1:** Detention/Retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, graffiti abatement.

Reference is made to the plans and specifications for the improvements which are on file with the City and are incorporated herein by reference.



## **PART II – ESTIMATE OF COSTS**

### **Estimate of Costs**

The estimated budget for the annual maintenance and servicing of the improvements and the proportionate share of administration costs for each District have been prepared based on the estimated and historical costs. The individual District budgets are shown on the following pages.



**CENTRAL HUGHSON BENEFIT ASSESSMENT DISTRICT  
 FISCAL YEAR 2021-22 BUDGET**

**Direct Costs**

**Street Maintenance Costs:**

Labor	\$6,126.76
Street Sweeping	\$3,552.67
Miscellaneous (Includes items below)	<u>\$4,970.71</u>
Stormwater Management	<b>\$14,650.14</b>
Street-Sidewalk Maintenance	
Graffiti Abatement	
Equipment Replacement	

**Administration Costs**

City Administration Costs	\$2,197.52
District Consulting Costs	\$715.00
Contingency	\$732.51
County Collection Charge	\$71.57
Rounding Adjustment <sup>1</sup>	<u>\$0.00</u>
	<b>\$3,716.60</b>

**Total Direct and Administration Costs** **\$18,366.74**

Operating Reserve Collection/(Reduction)	\$0.00
Capital Reserve Collection/(Reduction)	<u>(\$11,595.48)</u>

**Total Balance to Levy 2021-22** **\$6,771.26**

Number of Lots 215

**2021-22 Proposed Assessment Per Parcel-Acre** **Varies**

**2021-22 Maximum Allowable Assessment** **N/A**

<sup>1</sup> Rounding adjustment is to ensure an even penny for assessment purposes

Stanislaus County Tax Code 50032



**CENTRAL HUGHSON BENEFIT ASSESSMENT DISTRICT**  
**Reserve Fund Balances**

<b>Operating Reserve Fund</b>	
Estimated Reserve Fund Beginning Balance - 7/1/2021	\$9,183.37
Operating Reserve Fund Collection/(Reduction) - 2021/22	<u>\$0.00</u>
<b>Estimated Reserve Fund Ending Balance - 6/30/2022</b>	<b>\$9,183.37</b>
<b>Capital Reserve Fund</b>	
Estimated Capital Fund Beginning Balance - 7/1/2021	\$60,516.34
Operating Capital Fund Collection/(Reduction) - 2021/22	<u>(\$11,595.48)</u>
<b>Estimated Capital Reserve Ending Balance - 6/30/2022</b>	<b>\$48,920.86</b>



**EUCLID SOUTH BENEFIT ASSESSMENT DISTRICT  
 FISCAL YEAR 2021-22 BUDGET**

**Direct Costs**

**Street Maintenance Costs:**

Labor	\$3,672.93
Utilities	\$3,162.00
Street Sweeping	\$728.32
Miscellaneous (Includes items below)	<u>\$1,210.00</u>
Stormwater Management	<b>\$8,773.26</b>
Street-Sidewalk Maintenance	
Graffiti Abatement	
Equipment Replacement	

**Administration Costs**

City Administration Costs	\$1,315.99
District Consulting Costs	\$569.00
Contingency	\$295.66
County Collection Charge	\$42.37
Rounding Adjustment <sup>1</sup>	<u>\$0.55</u>
	<b>\$2,223.57</b>

**Total Direct and Administration Costs** **\$10,996.82**

Operating Reserve Collection/(Reduction)	\$0.00
Capital Reserve Collection/(Reduction)	<u>\$8,752.36</u>

**Total Balance to Levy 2021-22** **\$19,749.18**

Number of Lots 69

**2021-22 Proposed Assessment Per Parcel** **\$286.22**

**2021-22 Maximum Allowable Assessment** **\$286.22**

<sup>1</sup> Rounding adjustment is to ensure an even penny for assessment purposes

Stanislaus County Tax Code 50031



**EUCLID SOUTH BENEFIT ASSESSMENT DISTRICT**  
**Reserve Fund Balances**

**Operating Reserve Fund**

Estimated Reserve Fund Beginning Balance - 7/1/2021	\$5,498.41
Operating Reserve Fund Collection/(Reduction) - 2021/22	<u>\$0.00</u>
<b>Estimated Reserve Fund Ending Balance - 6/30/2022</b>	<b>\$5,498.41</b>

**Capital Reserve Fund**

Estimated Capital Fund Beginning Balance - 7/1/2021	\$8,853.00
Operating Capital Fund Collection/(Reduction) - 2021/22	<u>\$8,752.36</u>
<b>Estimated Capital Reserve Ending Balance - 6/30/2022</b>	<b>\$17,605.36</b>



**FEATHERS GLEN BENEFIT ASSESSMENT DISTRICT  
 FISCAL YEAR 2021-22 BUDGET**

**Direct Costs**

**Street Maintenance Costs:**

Labor	\$6,705.05
Street Sweeping	\$321.94
Miscellaneous (Includes items below)	<u>\$1,210.19</u>
Stormwater Management	<b>\$8,237.19</b>
Street-Sidewalk Maintenance	
Graffiti Abatement	
Equipment Replacement	

**Administration Costs**

City Administration Costs	\$1,235.58
District Consulting Costs	\$542.00
Contingency	\$411.86
County Collection Charge	\$36.97
Rounding Adjustment <sup>1</sup>	<u>\$0.00</u>
	<b>\$2,226.41</b>

**Total Direct and Administration Costs** **\$10,463.59**

Operating Reserve Collection/(Reduction)	\$0.00
Capital Reserve Collection/(Reduction)	<u>\$1,760.09</u>

**Total Balance to Levy 2021-22** **\$12,223.68**

Number of Lots 42

**2021-22 Proposed Assessment Per Parcel** **\$291.04**

**2021-22 Maximum Allowable Assessment** **\$291.05**

<sup>1</sup> Rounding adjustment is to ensure an even penny for assessment purposes

Stanislaus County Tax Code 50027



**FEATHERS GLEN BENEFIT ASSESSMENT DISTRICT**  
**Reserve Fund Balances**

**Operating Reserve Fund**

Estimated Reserve Fund Beginning Balance - 7/1/2021	\$5,231.80
Operating Reserve Fund Collection/(Reduction) - 2021/22	<u>\$0.00</u>
<b>Estimated Reserve Fund Ending Balance - 6/30/2022</b>	<b>\$5,231.80</b>

**Capital Reserve Fund**

Estimated Capital Fund Beginning Balance - 7/1/2021	\$5,569.01
Operating Capital Fund Collection/(Reduction) - 2021/22	<u>\$1,760.09</u>
<b>Estimated Capital Reserve Ending Balance - 6/30/2022</b>	<b>\$7,329.10</b>



**FONTANA RANCH NORTH BENEFIT ASSESSMENT DISTRICT  
 FISCAL YEAR 2021-22 BUDGET**

**Direct Costs**

**Street Maintenance Costs:**

Labor	\$6,665.14
Utilities	\$6,171.57
Street Sweeping	\$954.41
Miscellaneous (Includes items below)	<u>\$1,871.03</u>
Stormwater Management	<b>\$15,662.15</b>
Street-Sidewalk Maintenance	
Graffiti Abatement	
Equipment Replacement	

**Administration Costs**

City Administration Costs	\$2,349.32
District Consulting Costs	\$591.00
Contingency	\$783.11
County Collection Charge	\$46.77
Rounding Adjustment <sup>1</sup>	<u>\$0.00</u>
	<b>\$3,770.20</b>

**Total Direct and Administration Costs** **\$19,432.35**

Operating Reserve Collection/(Reduction)	\$0.00
Capital Reserve Collection/(Reduction)	<u>\$4,227.65</u>

**Total Balance to Levy 2021-22** **\$23,660.00**

Number of Lots 91

**2021-22 Proposed Assessment Per Parcel** **\$260.00**

**2021-22 Maximum Allowable Assessment** **\$306.00**

<sup>1</sup> Rounding adjustment is to ensure an even penny for assessment purposes

Stanislaus County Tax Code 50028



**FONTANA RANCH NORTH BENEFIT ASSESSMENT DISTRICT**  
**Reserve Fund Balances**

**Operating Reserve Fund**

Estimated Reserve Fund Beginning Balance - 7/1/2021	\$9,716.17
Operating Reserve Fund Collection/(Reduction) - 2021/22	<u>\$0.00</u>
<b>Estimated Reserve Fund Ending Balance - 6/30/2022</b>	<b>\$9,716.17</b>

**Capital Reserve Fund**

Estimated Capital Fund Beginning Balance - 7/1/2021	\$106,393.39
Operating Capital Fund Collection/(Reduction) - 2021/22	<u>\$4,227.65</u>
<b>Estimated Capital Reserve Ending Balance - 6/30/2022</b>	<b>\$110,621.04</b>



**FONTANA RANCH SOUTH BENEFIT ASSESSMENT DISTRICT  
 FISCAL YEAR 2021-22 BUDGET**

**Direct Costs**

**Street Maintenance Costs:**

Labor	\$7,338.89
Utilities	\$0.00
Street Sweeping	\$479.40
Miscellaneous (Includes items below)	<u>\$1,338.40</u>
Stormwater Management	<b>\$9,156.69</b>
Street-Sidewalk Maintenance	
Graffiti Abatement	
Equipment Replacement	

**Administration Costs**

City Administration Costs	\$1,373.50
District Consulting Costs	\$556.00
Contingency	\$0.00
County Collection Charge	\$39.77
Rounding Adjustment <sup>1</sup>	<u>\$0.00</u>
	<b>\$1,969.27</b>

**Total Direct and Administration Costs** **\$11,125.96**

Operating Reserve Collection/(Reduction)	\$3,111.48
Capital Reserve Collection/(Reduction)	<u>\$0.00</u>

**Total Balance to Levy 2021-22** **\$14,237.44**

Number of Lots 56

**2021-22 Proposed Assessment Per Parcel** **\$254.24**

**2021-22 Maximum Allowable Assessment** **\$254.25**

<sup>1</sup> Rounding adjustment is to ensure an even penny for assessment purposes

Stanislaus County Tax Code 50029



**FONTANA RANCH SOUTH BENEFIT ASSESSMENT DISTRICT**  
**Reserve Fund Balances**

**Operating Reserve Fund**

Estimated Reserve Fund Beginning Balance - 7/1/2021	\$1,591.53
Operating Reserve Fund Collection/(Reduction) - 2021/22	<u>\$3,111.48</u>
<b>Estimated Reserve Fund Ending Balance - 6/30/2022</b>	<b>\$4,703.01</b>

**Capital Reserve Fund**

Estimated Capital Fund Beginning Balance - 7/1/2021	\$0.00
Operating Capital Fund Collection/(Reduction) - 2021/22	<u>\$0.00</u>
<b>Estimated Capital Reserve Ending Balance - 6/30/2022</b>	<b>\$0.00</b>



**STERLING GLEN III BENEFIT ASSESSMENT DISTRICT  
 FISCAL YEAR 2021-22 BUDGET**

**Direct Costs**

**Street Maintenance Costs:**

Labor	\$3,625.51
Street Sweeping	\$553.26
Storm Pump	\$2,922.77
Miscellaneous (Includes items below)	<u>\$7,962.25</u>
Stormwater Management	<b>\$15,063.79</b>
Street-Sidewalk Maintenance	
Graffiti Abatement	
Equipment Replacement	

**Administration Costs**

Administration and Operations	\$2,259.57
District Consulting Costs	\$573.00
Contingency	\$753.19
County Administration Fee	\$30.67
Rounding Adjustment <sup>1</sup>	<u>\$0.00</u>
	<b>\$3,616.43</b>

**Total Direct and Administration Costs** **\$18,680.22**

Operating Reserve Collection/(Reduction)	(\$2,643.58)
Capital Reserve Collection/(Reduction)	<u>\$0.00</u>
<b>Total Balance to Levy 2021-22</b>	<b>\$16,036.64</b>

Number of Lots 73

**2021-22 Proposed Assessment Per Parcel** **\$219.68**

**2021-22 Maximum Allowable Assessment** **\$219.68**

<sup>1</sup> Rounding adjustment is to ensure an even penny for assessment purposes

Stanislaus County Tax Code 50026



**STERLING GLEN III BENEFIT ASSESSMENT DISTRICT**  
**Reserve Fund Balances**

**Operating Reserve Fund**

Estimated Reserve Fund Beginning Balance - 7/1/2021	\$7,964.29
Operating Reserve Fund Collection/(Reduction) - 2021/22	<u>(\$2,643.58)</u>
<b>Estimated Reserve Fund Ending Balance - 6/30/2022</b>	<b>\$5,320.71</b>

**Capital Reserve Fund**

Estimated Capital Fund Beginning Balance - 7/1/2021	\$33,583.10
Operating Capital Fund Collection/(Reduction) - 2021/22	<u>\$0.00</u>
<b>Estimated Capital Reserve Ending Balance - 6/30/2022</b>	<b>\$33,583.10</b>



**STERLING GLEN III BENEFIT ASSESSMENT DISTRICT - ANNEXATION  
 FISCAL YEAR 2021-22 BUDGET**

**Direct Costs**

**Street Maintenance Costs:**

Labor	\$281.87
Street Sweeping	\$58.08
Storm Pump	\$227.23
Miscellaneous (Includes items below)	<u>\$835.82</u>
Stormwater Management	<b>\$1,402.99</b>
Street-Sidewalk Maintenance	
Graffiti Abatement	
Equipment Replacement	

**Administration Costs**

Administration and Operations	\$210.45
Contingency	\$70.15
County Administration Fee	\$17.07
Rounding Adjustment <sup>1</sup>	<u>\$0.00</u>
	<b>\$297.67</b>

**Total Direct and Administration Costs** **\$1,700.66**

Operating Reserve Collection/(Reduction)	\$0.00
Capital Reserve Collection/(Reduction)	<u>(\$1,088.89)</u>

**Total Balance to Levy 2021-22** **\$611.78**

Number of Units (5 parcels) 1.670762168

**2021-22 Proposed Assessment Per Parcel** **\$366.14**

**2021-22 Maximum Allowable Assessment** **\$366.14**

<sup>1</sup> Rounding adjustment is to ensure an even penny for assessment purposes

Stanislaus County Tax Code 50026



<b>STERLING GLEN ANNEX BENEFIT ASSESSMENT DISTRICT</b> <b>Reserve Fund Balances</b>	
<b>Operating Reserve Fund</b>	
Estimated Reserve Fund Beginning Balance - 7/1/2021	\$850.33
Operating Reserve Fund Collection/(Reduction) - 2021/22	<u>\$0.00</u>
<b>Estimated Reserve Fund Ending Balance - 6/30/2022</b>	<b>\$850.33</b>
<b>Capital Reserve Fund</b>	
Estimated Capital Fund Beginning Balance - 7/1/2021	\$2,452.63
Operating Capital Fund Collection/(Reduction) - 2021/22	<u>(\$1,088.89)</u>
<b>Estimated Capital Reserve Ending Balance - 6/30/2022</b>	<b>\$1,363.74</b>



## **PART III - DISTRICT DIAGRAMS**

### **District Diagrams**

The boundaries of Districts are shown on the maps in Appendix B. The lines and dimensions of each lot or parcel within the Districts are those lines and dimensions as shown on the maps of the Stanislaus County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

## PART IV – METHOD OF APPORTIONMENT

### Method of Apportionment

The 1982 Act allows for the establishment of assessment districts, by public agencies, for the purpose of providing certain public improvements as detailed in Section I of this Report. The 1982 Act also complies with the California Constitution which requires the cost of these improvements and services to be assessed based on benefit received rather than by assessed value of the properties being assessed. In accordance with Article XIII D, Section 4 of the California Constitution:

*“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of the public improvement or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable...”*

The method of apportionment described in this Report, and confirmed by the City Council, utilizes commonly accepted engineering practices which have been established pursuant to the 1982 Act and the California Constitution for the allocation of special benefit assessments. The calculation of assessments is based upon the parcel type and the services and improvements provided to equitably apportion the costs based on the special benefit received by each lot or parcel. The special benefit received by each lot or parcel is over and above any general benefit conferred upon said lots or parcels or to the public at large.

#### DESCRIPTION OF BENEFIT

##### Special Benefit

The improvements and associated costs have been carefully allocated to the assessable properties within the District based on the special benefit received by those properties, pursuant to the provisions of the California Constitution. The improvements for which the properties will be assessed have been identified as necessary, were required as a part of the development plans specifically for the tract and are also in compliance with the development plans and General Plan of the City. As such, the improvements and continuing maintenance and servicing are strictly the obligation of the properties within the District.

##### Definition of Special Benefit

The method of apportionment described in this Report is based on the premise that each assessable lot or parcel receives distinct and special benefits from the improvements and services provided, including the visual desirability provided by well-maintained landscaping. In accordance with Article XIII D, Section 4 of the California Constitution:

*“Special benefit means a particular and distinct benefit over and above general benefits conferred on real property located in the District or the public at large”*

Some of the special benefits associated with local landscaping and lighting improvements are:

- Enhanced desirability of properties due to existence of the improvements and the services provided by the District.
- Improved aesthetic appeal provided by a positive representation of the development, neighborhood and the community.
- Improved ingress and egress to property resulting in enhanced traffic flow, reduced traffic accidents and possible property damage.

### **ASSESSMENT RANGE FORMULA**

It is generally recognized that most budgetary items will be impacted by inflation in future years. In accordance with the California Constitution, Section 53739 (b)(1), assessments ***“may be adjusted for inflation pursuant to a clearly defined formula...”*** A formula for an inflationary adjustment is therefore included as part of the maximum assessment within the Districts that allow for such, and was approved by the property owner(s) at the time of formation/annexation. The formula, as described below, allows for annual adjustments to the assessments.

Generally, any new or increased assessment requires certain noticing and meeting requirements by law. The Brown Act excludes certain conditions of a new or increased assessment. These conditions include, “An assessment that does not exceed an assessment formula or range of assessments previously specified in the notice given to the public...and that was previously adopted by the agency...”

The initial maximum assessment for each District was established at the time of annexation into the District. That initial maximum assessment was established at that time and has been adjusted each subsequent fiscal year by the following Assessment Range Formula:

- The Maximum Assessment Rate allowed each fiscal year (the “Adjusted Maximum Assessment Rate”) shall be based on the initial maximum assessment, adjusted annually by Bureau of Labor Statistics, Consumer Price Index for the month of February, All Urban Consumers, (“CPI”) for the San Francisco/Oakland/San Jose area, plus 3%. Should the Bureau of Labor Statistics revise or discontinue the preparation of such index, the City reserves the right to use such revised index or a comparable system to determine fluctuations in the annual cost of living.
- Each fiscal year, the February CPI amount, plus 3% has been applied to the Maximum Assessment Rate established the previous fiscal year to calculate the appropriate Adjusted Maximum Assessment Rate for the then current fiscal year.
- If the proposed annual assessment rate for the upcoming fiscal year is less than or equal to the Adjusted Maximum Assessment Rate established for that fiscal year, then the proposed annual assessment is not considered an increased assessment.

Beginning in the second fiscal year after the formation of a District, and each fiscal year since, the Maximum Assessment Rate has been recalculated and a new Maximum Assessment Rate (Adjusted Maximum Assessment Rate) has been established for each fiscal year using the Assessment Range Formula described above. The Adjusted Maximum Assessment Rate has been calculated independent of the annual budget and proposed assessment rate for the given fiscal year.



As stated above, if the proposed annual assessment for any fiscal year does not exceed the Adjusted Maximum Assessment Rate for that year, it is not considered an increased assessment under the terms of Proposition 218 or the Brown Act.

The CPI increase for the one year period ending in February 2021 is 1.57% (rounded). This amount plus 3% will be applied to the Maximum Assessment for each District, which will establish the Adjusted Maximum Assessment for each District for Fiscal Year 2021-22.

Please refer to the table on page 1 of this Report, "Benefit Assessment Districts Summary", which shows the actual and maximum allowable assessment for each District for the past two years.

This amount will be applied to the Maximum Assessment for each District, which will establish the Adjusted Maximum Assessment for each District for Fiscal Year 2021-22.

To impose a new assessment or increased assessment in excess of the Maximum Assessment Rate for the current fiscal year, as provided by the preceding Assessment Range Formula, the City must comply with the provisions of the California Constitution, Article XIII D, Section 4c that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners must approve the proposed new or increased assessment via a property owner protest balloting process before any such new or increased assessment can be imposed. A protest occurs when, at the public hearing, the returned assessment ballots opposed to the new or increased assessment outweigh the returned ballots in favor of the new or increased assessment, weighting those assessment ballots by the financial obligation of each parcel.

The definition of new or increased assessments includes any assessment which, 1) did not previously exist or, 2) exceeds a previously approved assessment amount or assessment range formula. Any assessment range formula must have been previously adopted by the agency and approved by the property owners in the area where the assessment is imposed.

### **ASSESSMENT METHODOLOGY**

The benefit formula used to determine the financial obligation for each parcel should be based on the improvements benefitting the parcels, as well as the use, or type, of each parcel as compared to other parcels that benefit from said improvements. One of the more common approaches to fairly distributing District costs to the benefitting parcels in maintenance districts such as this utilizes a methodology referred to as the Per Parcel method of apportionment. This method recognizes that each parcel within a particular District benefits equally from the improvements. This is typical when all parcels within the District are of the same type (ex. all single family dwellings).

Other than Central Hughson and the Sterling Glen III annexation, each District is comprised of a single parcel type – residential. The residential parcels are single family residential parcels ("SFR") and as such are deemed to benefit equally from the improvements. The "Total Balance to Levy", as shown on the Budget pages, is divided equally among each assessable parcel within the District, determining the annual assessment rate per parcel for that District.

The Central Hughson District is comprised of several property types including single family residential, commercial, agriculture and undeveloped. The costs are currently spread to those parcels based on the individual parcel size. The Sterling Glen III Annexation is comprised of 5 single family residential parcels.

## APPENDIX A – ASSESSMENT ROLL

### Assessment Roll

Parcel Identification for each lot or parcel within the Districts shall be based on available parcel maps and other property data from the Stanislaus County Assessor's office as they existed at the time this Report was prepared and adopted by the City Council.

A listing of parcels assessed within each District for Fiscal Year 2021-22, along with the corresponding assessment amounts, is included on the following pages. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel(s) shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amounts applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-way, including public greenbelts and parkways; utility rights-of-way; common areas; landlocked parcels; small parcels vacated by the County, bifurcated lots and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore, exempted from assessment

Central Hughson Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Acres	Parcel Type	2021-22 Proposed Assessment
213	018-019-028	1.07	SFR	\$143.68
1	018-030-010	0.81	Vac Res	\$48.02
2	018-030-011	0.81	Vac Res	\$69.62
3	018-030-015	7.78	Vac Com	\$5.14
4	018-030-016	14.59	Com	\$506.12
5	018-042-004	0.92	Com	\$35.46
6	018-042-039	2.96	Com	\$421.48
214	018-042-048	0.07	Com	\$25.00
7	018-042-069	0.65	Com	\$12.16
8	018-042-070	0.75	Com	\$31.34
9	018-042-071	0.44	Com	\$16.88
10	018-042-072	1.27	Com	\$7.04
215	018-043-004	0.14	Com	\$285.10
11	018-048-009	19.64	Com/Agr	\$89.24
12	018-048-038	2.23	Com	\$30.26
13	018-048-039	0.57	Vac Com	\$19.54
14	018-048-040	15.05	Vac Com	\$44.36
15	018-049-004	1.65	Com Ind	\$171.62
16	018-049-016	0.82	Com/Res	\$21.50
17	018-049-028	6.61	Com	\$30.74
18	018-049-029	1.39	SFR	\$30.76
19	018-049-032	24.65	Com/Agr	\$76.68
20	018-049-035	22.97	Com Ind	\$82.88
21	018-049-039	0.68	Com	\$20.16
22	018-049-041	1.36	Com	\$35.16
23	018-049-042	0.41	Com	\$132.84
24	018-049-043	0.41	Com	\$39.26
25	018-049-044	0.40	Com	\$30.06
26	018-049-048	0.41	Vac Com	\$25.66
27	018-049-049-	0.36	Com	\$34.40
28	018-049-050	0.40	Com	\$24.16
29	018-049-051	0.41	Vac Com	\$20.76
30	018-049-052	0.42	Com	\$106.66
31	018-049-057	0.44	Com	\$26.54
32	018-049-059	0.27	SFR	\$19.58
33	018-049-060	0.19	SFR	\$15.62

Central Hughson Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Acres	Parcel Type	2021-22 Proposed Assessment
34	018-049-061	0.87	Com/Res	\$8.64
35	018-049-062	0.51	Com/Agr	\$5.16
36	018-049-064	2.12	Vac Com	\$5.16
37	018-049-065	0.85	Com	\$33.04
38	018-049-066	1.75	Com	\$201.10
39	018-049-067	0.50	Com	\$48.32
40	018-049-069	0.92	Com/Res	\$34.28
41	018-049-070	0.16	Vac Res	\$5.56
42	018-049-071	0.23	Vac Res	\$8.06
43	018-049-072	0.28	Vac Res	\$9.84
44	018-049-073	0.24	Vac Res	\$8.24
45	018-049-074	0.27	Vac Res	\$8.32
46	018-049-075	0.23	Vac Res	\$7.10
47	018-049-076	0.48	SFR	\$15.82
48	018-051-004	0.14	SFR	\$15.48
49	018-051-005	0.14	SFR	\$15.48
50	018-051-006	0.14	SFR	\$10.80
51	018-051-007	0.14	SFR	\$10.80
52	018-051-008	0.14	SFR	\$10.80
53	018-051-009	0.14	SFR	\$10.80
54	018-051-010	0.14	SFR	\$38.58
55	018-051-011	0.14	SFR	\$50.90
56	018-051-012	0.14	Vac Res	\$17.64
57	018-051-013	0.14	SFR	\$17.64
58	018-051-014	0.14	SFR	\$17.64
59	018-051-015	0.14	Vac Res	\$17.64
60	018-051-017	0.23	SFR	\$87.96
61	018-051-018	0.15	Vac Res	\$19.10
62	018-051-019	0.14	SFR	\$17.64
63	018-051-020	0.22	SFR	\$23.90
64	018-051-021	0.14	SFR	\$17.64
65	018-051-022	0.16	SFR	\$19.14
66	018-051-023	0.17	SFR	\$20.14
67	018-051-024	0.18	SFR	\$20.66
68	018-051-025	0.18	SFR	\$20.90
69	018-051-026	0.22	SFR	\$23.90

Central Hughson Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Acres	Parcel Type	2021-22 Proposed Assessment
70	018-051-029	0.24	SFR	\$25.06
71	018-051-030	0.16	SFR	\$18.50
72	018-051-031	0.20	SFR	\$22.16
73	018-051-032	0.22	SFR	\$23.90
74	018-051-033	0.14	SFR	\$17.64
75	018-051-034	0.29	SFR	\$104.86
76	018-051-035	0.18	SFR	\$87.94
77	018-051-036	0.12	SFR	\$18.66
78	018-051-037	0.18	SFR	\$20.26
79	018-051-038	0.17	SFR	\$20.10
80	018-051-039	0.17	SFR	\$20.14
81	018-051-040	0.22	SFR	\$24.40
82	018-051-041	0.16	SFR	\$19.14
83	018-051-046	0.21	Vac-Res	\$12.14
84	018-051-047	0.31	SFR	\$15.56
85	018-051-048	0.21	SFR	\$16.00
86	018-051-049	0.26	SFR	\$18.60
87	018-051-052	0.18	SFR	\$14.46
88	018-051-053	0.14	SFR	\$59.36
89	018-051-056	0.14	SFR	\$17.64
90	018-051-057	0.14	SFR	\$17.64
91	018-051-060	0.34	SFR	\$94.28
92	018-051-062	0.24	SFR	\$25.06
93	018-051-067	0.38	SFR	\$17.84
94	018-051-069	0.00	Vac	\$6.40
95	018-051-070	0.37	SFR	\$36.90
96	018-051-071	0.22	SFR	\$24.66
97	018-051-072	0.65	Church	\$344.30
98	018-051-073	0.14	SFR	\$17.64
99	018-051-074	0.25	SFR	\$26.04
100	018-051-075	0.16	SFR	\$16.52
101	018-051-076	0.16	SFR	\$16.52
102	018-051-077	0.16	SFR	\$13.98
103	018-051-078	0.16	SFR	\$15.12
104	018-059-001	0.24	SFR	\$93.72
105	018-059-002	0.12	SFR	\$10.80

Central Hughson Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Acres	Parcel Type	2021-22 Proposed Assessment
106	018-059-003	0.14	SFR	\$10.80
107	018-059-004	0.45	SFR	\$10.80
108	018-059-005	0.13	SFR	\$10.80
109	018-059-006	0.13	SFR	\$10.80
110	018-059-007	0.13	SFR	\$10.80
111	018-059-008	0.14	SFR	\$10.80
112	018-059-009	0.13	SFR	\$10.80
113	018-059-010	0.13	SFR	\$10.80
114	018-059-011	0.15	SFR	\$12.02
115	018-059-012	0.24	SFR	\$17.06
116	018-059-013	0.15	SFR	\$17.64
117	018-059-022	0.20	Com	\$37.42
118	018-059-023	0.10	MFR	\$13.74
119	018-059-024	0.19	Church	\$21.54
120	018-059-025	0.22	Com	\$43.94
121	018-059-026	1.40	Res	\$308.52
122	018-059-027	0.27	Com	\$123.88
123	018-059-028	0.49	Com	\$24.84
124	018-059-029	0.23	Vac Com	\$25.52
125	018-072-001	0.42	SFR	\$16.62
126	018-072-002	0.19	SFR	\$13.42
127	018-072-003	0.19	SFR	\$19.52
128	018-072-004	0.19	SFR	\$19.52
129	018-072-005	0.06	Vac	\$9.58
130	018-072-006	0.17	SFR	\$18.42
131	018-072-007	0.17	SFR	\$18.42
132	018-072-008	0.17	SFR	\$18.42
133	018-072-009	0.17	SFR	\$18.42
134	018-072-010	0.17	SFR	\$18.42
135	018-072-011	0.17	SFR	\$18.42
136	018-072-012	0.17	SFR	\$93.40
137	018-072-013	0.14	SFR	\$31.86
138	018-072-014	0.14	SFR	\$17.30
139	018-072-015	0.14	SFR	\$17.30
140	018-072-016	0.14	SFR	\$17.30
141	018-072-017	0.14	SFR	\$17.30

Central Hughson Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Acres	Parcel Type	2021-22 Proposed Assessment
142	018-072-018-	0.75	Vac	\$70.14
143	018-072-019	0.14	SFR	\$34.78
144	018-072-020	0.14	SFR	\$31.84
145	018-072-021	0.14	SFR	\$31.84
146	018-072-022	0.14	SFR	\$31.84
147	018-072-023	0.14	SFR	\$31.84
148	018-072-024	0.14	SFR	\$31.84
149	018-072-025	0.14	SFR	\$31.84
150	018-072-026	0.14	SFR	\$31.84
151	018-072-027	0.14	SFR	\$31.84
152	018-072-028	0.14	SFR	\$31.84
153	018-072-029	0.14	SFR	\$31.84
154	018-072-030	0.14	SFR	\$18.50
155	018-072-031	0.14	SFR	\$18.50
156	018-072-032	0.14	SFR	\$18.50
157	018-072-033	0.14	SFR	\$18.50
158	018-072-034	0.14	SFR	\$18.50
159	018-072-035	0.14	SFR	\$18.50
160	018-072-037	0.15	SFR	\$18.08
161	018-072-038	0.21	SFR	\$42.88
162	018-072-039	0.15	SFR	\$21.18
163	018-072-040	0.15	SFR	\$18.50
164	018-072-041	0.14	SFR	\$18.62
165	018-072-042	0.14	SFR	\$18.50
166	018-072-043	0.14	SFR	\$18.50
167	018-072-044	0.14	SFR	\$18.52
168	018-072-045	0.14	SFR	\$18.60
169	018-072-046	0.15	SFR	\$18.50
170	018-072-047	0.16	SFR	\$18.82
171	018-072-048	0.16	SFR	\$18.50
172	018-072-049	0.18	SFR	\$18.52
173	018-073-001	0.18	SFR	\$18.56
174	018-073-002	0.19	SFR	\$18.60
175	018-073-003	0.19	SFR	\$18.76
176	018-073-004	0.15	SFR	\$18.78
177	018-073-005	0.15	SFR	\$18.62

Central Hughson Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Acres	Parcel Type	2021-22 Proposed Assessment
178	018-073-006	0.14	SFR	\$18.52
179	018-073-007	0.14	SFR	\$18.50
180	018-073-008	0.23	SFR	\$165.12
181	018-073-009	0.22	SFR	\$42.98
182	018-073-010	0.20	SFR	\$21.94
183	018-073-011	0.21	SFR	\$20.88
184	018-073-012	0.18	SFR	\$18.36
185	018-073-013	0.18	SFR	\$18.10
186	018-073-014	0.18	SFR	\$18.10
187	018-073-015	0.15	SFR	\$87.00
188	018-073-017	0.15	SFR	\$17.08
189	018-073-018	0.14	SFR	\$17.64
190	018-073-019	0.14	SFR	\$18.10
191	018-073-020	0.14	SFR	\$18.10
192	018-073-021	0.14	SFR	\$18.10
193	018-073-022	0.14	SFR	\$18.10
194	018-073-023	0.14	SFR	\$18.10
195	018-073-024	0.14	SFR	\$18.10
196	018-073-025	0.14	SFR	\$31.84
197	018-073-026	0.14	SFR	\$31.84
198	018-073-027	0.14	SFR	\$31.84
199	018-073-028	0.14	SFR	\$31.84
200	018-073-029	0.14	SFR	\$31.84
201	018-073-030	0.14	SFR	\$31.84
202	018-073-031	0.15	SFR	\$31.84
203	018-073-032	0.14	SFR	\$31.86
204	018-073-033	0.14	SFR	\$31.84
205	018-073-034	0.14	SFR	\$32.10
206	018-073-035	0.14	SFR	\$32.78
207	018-073-036	0.14	SFR	\$36.08
208	018-073-037	0.14	SFR	\$111.20
209	018-073-038	0.16	SFR	\$159.20
210	018-073-039	0.16	SFR	\$28.72
211	018-073-040	0.16	SFR	\$16.92
212	018-073-041	0.16	SFR	<u>\$17.16</u>
				<b>\$8,298.32</b>

Euclid South Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Parcel Type	Maximum Assessment Rate	2021-22 Proposed Assessment
1	018-089-011	SFR	\$286.22	\$286.22
2	018-089-013	SFR	\$286.22	\$286.22
3	018-089-014	SFR	\$286.22	\$286.22
4	018-089-015	SFR	\$286.22	\$286.22
5	018-089-016	SFR	\$286.22	\$286.22
6	018-089-017	SFR	\$286.22	\$286.22
7	018-089-018	SFR	\$286.22	\$286.22
8	018-089-019	SFR	\$286.22	\$286.22
9	018-089-020	SFR	\$286.22	\$286.22
10	018-089-021	SFR	\$286.22	\$286.22
11	018-089-022	SFR	\$286.22	\$286.22
12	018-089-023	SFR	\$286.22	\$286.22
13	018-089-024	SFR	\$286.22	\$286.22
14	018-089-025	SFR	\$286.22	\$286.22
15	018-089-026	SFR	\$286.22	\$286.22
16	018-089-027	SFR	\$286.22	\$286.22
17	018-089-028	SFR	\$286.22	\$286.22
18	018-089-030	SFR	\$286.22	\$286.22
19	018-089-031	SFR	\$286.22	\$286.22
20	018-089-032	SFR	\$286.22	\$286.22
21	018-089-033	SFR	\$286.22	\$286.22
22	018-089-034	SFR	\$286.22	\$286.22
23	018-089-035	SFR	\$286.22	\$286.22
24	018-089-036	SFR	\$286.22	\$286.22
25	018-089-037	SFR	\$286.22	\$286.22
26	018-089-038	SFR	\$286.22	\$286.22
27	018-089-039	SFR	\$286.22	\$286.22
28	018-089-040	SFR	\$286.22	\$286.22
29	018-089-041	SFR	\$286.22	\$286.22
30	018-089-042	SFR	\$286.22	\$286.22
31	018-089-043	SFR	\$286.22	\$286.22
32	018-089-044	SFR	\$286.22	\$286.22
33	018-089-045	SFR	\$286.22	\$286.22
34	018-089-046	SFR	\$286.22	\$286.22
35	018-089-047	SFR	\$286.22	\$286.22
36	018-089-048	SFR	\$286.22	\$286.22

Euclid South Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Parcel Type	Maximum Assessment Rate	2021-22 Proposed Assessment
37	018-089-049	SFR	\$286.22	\$286.22
38	018-089-050	SFR	\$286.22	\$286.22
39	018-089-051	SFR	\$286.22	\$286.22
40	018-089-052	SFR	\$286.22	\$286.22
41	018-089-053	SFR	\$286.22	\$286.22
42	018-089-054	SFR	\$286.22	\$286.22
43	018-089-055	SFR	\$286.22	\$286.22
44	018-089-056	SFR	\$286.22	\$286.22
45	018-089-057	SFR	\$286.22	\$286.22
46	018-089-058	SFR	\$286.22	\$286.22
47	018-089-059	SFR	\$286.22	\$286.22
48	018-089-060	SFR	\$286.22	\$286.22
49	018-089-061	SFR	\$286.22	\$286.22
50	018-089-062	SFR	\$286.22	\$286.22
51	018-089-063	SFR	\$286.22	\$286.22
52	018-089-064	SFR	\$286.22	\$286.22
53	018-089-065	SFR	\$286.22	\$286.22
54	018-089-066	SFR	\$286.22	\$286.22
55	018-089-067	SFR	\$286.22	\$286.22
56	018-089-068	SFR	\$286.22	\$286.22
57	018-089-069	SFR	\$286.22	\$286.22
58	018-089-070	SFR	\$286.22	\$286.22
59	018-089-071	SFR	\$286.22	\$286.22
60	018-089-072	SFR	\$286.22	\$286.22
61	018-089-073	SFR	\$286.22	\$286.22
62	018-089-074	SFR	\$286.22	\$286.22
63	018-089-075	SFR	\$286.22	\$286.22
64	018-089-076	SFR	\$286.22	\$286.22
65	018-089-077	SFR	\$286.22	\$286.22
66	018-089-078	SFR	\$286.22	\$286.22
67	018-089-079	SFR	\$286.22	\$286.22
68	018-089-080	SFR	\$286.22	\$286.22
69	018-089-081	SFR	\$286.22	\$286.22
				<b>\$19,749.18</b>

Feathers Glen Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Parcel Type	Maximum Assessment Rate	2021-22 Proposed Assessment
1	018-090-003	SFR	\$291.05	\$291.04
2	018-090-004	SFR	\$291.05	\$291.04
3	018-090-005	SFR	\$291.05	\$291.04
4	018-090-006	SFR	\$291.05	\$291.04
5	018-090-007	SFR	\$291.05	\$291.04
6	018-090-008	SFR	\$291.05	\$291.04
7	018-090-009	SFR	\$291.05	\$291.04
8	018-090-010	SFR	\$291.05	\$291.04
9	018-090-011	SFR	\$291.05	\$291.04
10	018-090-012	SFR	\$291.05	\$291.04
11	018-090-013	SFR	\$291.05	\$291.04
12	018-090-014	SFR	\$291.05	\$291.04
13	018-090-015	SFR	\$291.05	\$291.04
14	018-090-016	SFR	\$291.05	\$291.04
15	018-090-017	SFR	\$291.05	\$291.04
16	018-090-018	SFR	\$291.05	\$291.04
17	018-090-019	SFR	\$291.05	\$291.04
18	018-090-020	SFR	\$291.05	\$291.04
19	018-090-021	SFR	\$291.05	\$291.04
20	018-090-022	SFR	\$291.05	\$291.04
21	018-090-023	SFR	\$291.05	\$291.04
22	018-090-024	SFR	\$291.05	\$291.04
23	018-090-025	SFR	\$291.05	\$291.04
24	018-090-026	SFR	\$291.05	\$291.04
25	018-090-027	SFR	\$291.05	\$291.04
26	018-090-028	SFR	\$291.05	\$291.04
27	018-090-029	SFR	\$291.05	\$291.04
28	018-090-030	SFR	\$291.05	\$291.04
29	018-090-031	SFR	\$291.05	\$291.04
30	018-090-032	SFR	\$291.05	\$291.04
31	018-090-033	SFR	\$291.05	\$291.04
32	018-090-034	SFR	\$291.05	\$291.04
33	018-090-035	SFR	\$291.05	\$291.04
34	018-090-036	SFR	\$291.05	\$291.04
35	018-090-037	SFR	\$291.05	\$291.04
36	018-090-038	SFR	\$291.05	\$291.04

Feathers Glen Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Parcel Type	Maximum Assessment Rate	2021-22 Proposed Assessment
37	018-090-039	SFR	\$291.05	\$291.04
38	018-090-040	SFR	\$291.05	\$291.04
39	018-090-041	SFR	\$291.05	\$291.04
40	018-090-042	SFR	\$291.05	\$291.04
41	018-090-043	SFR	\$291.05	\$291.04
42	018-090-044	SFR	\$291.05	\$291.04
				<b>\$12,223.68</b>

Fontana Ranch North Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Parcel Type	Maximum Assessment Rate	2021-22 Proposed Assessment
1	018-091-001	SFR	\$306.00	\$260.00
2	018-091-002	SFR	\$306.00	\$260.00
3	018-091-003	SFR	\$306.00	\$260.00
4	018-091-004	SFR	\$306.00	\$260.00
5	018-091-005	SFR	\$306.00	\$260.00
6	018-091-006	SFR	\$306.00	\$260.00
7	018-091-007	SFR	\$306.00	\$260.00
8	018-091-008	SFR	\$306.00	\$260.00
9	018-091-009	SFR	\$306.00	\$260.00
10	018-091-010	SFR	\$306.00	\$260.00
11	018-091-013	SFR	\$306.00	\$260.00
12	018-091-014	SFR	\$306.00	\$260.00
13	018-091-015	SFR	\$306.00	\$260.00
14	018-091-016	SFR	\$306.00	\$260.00
15	018-091-017	SFR	\$306.00	\$260.00
16	018-091-018	SFR	\$306.00	\$260.00
17	018-091-019	SFR	\$306.00	\$260.00
18	018-091-020	SFR	\$306.00	\$260.00

Fontana Ranch North Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Parcel Type	Maximum Assessment Rate	2021-22 Proposed Assessment
19	018-091-021	SFR	\$306.00	\$260.00
20	018-091-022	SFR	\$306.00	\$260.00
21	018-091-023	SFR	\$306.00	\$260.00
22	018-091-024	SFR	\$306.00	\$260.00
23	018-091-025	SFR	\$306.00	\$260.00
24	018-091-026	SFR	\$306.00	\$260.00
25	018-091-027	SFR	\$306.00	\$260.00
26	018-091-028	SFR	\$306.00	\$260.00
27	018-091-029	SFR	\$306.00	\$260.00
28	018-091-030	SFR	\$306.00	\$260.00
29	018-091-031	SFR	\$306.00	\$260.00
30	018-091-032	SFR	\$306.00	\$260.00
31	018-091-033	SFR	\$306.00	\$260.00
32	018-091-034	SFR	\$306.00	\$260.00
33	018-091-035	SFR	\$306.00	\$260.00
34	018-091-036	SFR	\$306.00	\$260.00
35	018-091-037	SFR	\$306.00	\$260.00
36	018-091-038	SFR	\$306.00	\$260.00
37	018-091-039	SFR	\$306.00	\$260.00
38	018-091-040	SFR	\$306.00	\$260.00
39	018-091-042	SFR	\$306.00	\$260.00
40	018-091-043	SFR	\$306.00	\$260.00
41	018-091-044	SFR	\$306.00	\$260.00
42	018-091-045	SFR	\$306.00	\$260.00
43	018-092-001	SFR	\$306.00	\$260.00
44	018-092-002	SFR	\$306.00	\$260.00
45	018-092-003	SFR	\$306.00	\$260.00
46	018-092-004	SFR	\$306.00	\$260.00
47	018-092-005	SFR	\$306.00	\$260.00
48	018-092-006	SFR	\$306.00	\$260.00
49	018-092-007	SFR	\$306.00	\$260.00
50	018-092-008	SFR	\$306.00	\$260.00
51	018-092-009	SFR	\$306.00	\$260.00
52	018-092-010	SFR	\$306.00	\$260.00
53	018-092-011	SFR	\$306.00	\$260.00
54	018-092-012	SFR	\$306.00	\$260.00

Fontana Ranch North Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Parcel Type	Maximum Assessment Rate	2021-22 Proposed Assessment
55	018-092-013	SFR	\$306.00	\$260.00
56	018-092-014	SFR	\$306.00	\$260.00
57	018-092-015	SFR	\$306.00	\$260.00
58	018-092-016	SFR	\$306.00	\$260.00
59	018-092-017	SFR	\$306.00	\$260.00
60	018-092-018	SFR	\$306.00	\$260.00
61	018-092-019	SFR	\$306.00	\$260.00
62	018-092-020	SFR	\$306.00	\$260.00
63	018-092-021	SFR	\$306.00	\$260.00
64	018-092-022	SFR	\$306.00	\$260.00
65	018-092-023	SFR	\$306.00	\$260.00
66	018-092-024	SFR	\$306.00	\$260.00
67	018-092-025	SFR	\$306.00	\$260.00
68	018-092-026	SFR	\$306.00	\$260.00
69	018-092-027	SFR	\$306.00	\$260.00
70	018-092-028	SFR	\$306.00	\$260.00
71	018-092-029	SFR	\$306.00	\$260.00
72	018-092-030	SFR	\$306.00	\$260.00
73	018-092-031	SFR	\$306.00	\$260.00
74	018-092-032	SFR	\$306.00	\$260.00
75	018-092-033	SFR	\$306.00	\$260.00
76	018-092-034	SFR	\$306.00	\$260.00
77	018-092-035	SFR	\$306.00	\$260.00
78	018-092-036	SFR	\$306.00	\$260.00
79	018-092-037	SFR	\$306.00	\$260.00
80	018-092-040	SFR	\$306.00	\$260.00
81	018-092-041	SFR	\$306.00	\$260.00
82	018-092-042	SFR	\$306.00	\$260.00
83	018-092-043	SFR	\$306.00	\$260.00
84	018-092-044	SFR	\$306.00	\$260.00
85	018-092-045	SFR	\$306.00	\$260.00
86	018-092-046	SFR	\$306.00	\$260.00
87	018-092-047	SFR	\$306.00	\$260.00
88	018-092-048	SFR	\$306.00	\$260.00
89	018-092-049	SFR	\$306.00	\$260.00
90	018-092-050	SFR	\$306.00	\$260.00

Fontana Ranch North Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Parcel Type	Maximum Assessment Rate	2021-22 Proposed Assessment
91	018-092-051	SFR	\$306.00	\$260.00
				<b>\$23,660.00</b>

Fontana Ranch South Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Parcel Type	Maximum Assessment Rate	2021-22 Proposed Assessment
1	018-093-001	SFR	\$254.25	\$254.24
2	018-093-002	SFR	\$254.25	\$254.24
3	018-093-003	SFR	\$254.25	\$254.24
4	018-093-004	SFR	\$254.25	\$254.24
5	018-093-005	SFR	\$254.25	\$254.24
6	018-093-006	SFR	\$254.25	\$254.24
7	018-093-007	SFR	\$254.25	\$254.24
8	018-093-008	SFR	\$254.25	\$254.24
9	018-093-009	SFR	\$254.25	\$254.24
10	018-093-010	SFR	\$254.25	\$254.24
11	018-093-011	SFR	\$254.25	\$254.24
12	018-093-012	SFR	\$254.25	\$254.24
13	018-093-013	SFR	\$254.25	\$254.24
14	018-093-016	SFR	\$254.25	\$254.24
15	018-093-017	SFR	\$254.25	\$254.24
16	018-093-018	SFR	\$254.25	\$254.24
17	018-093-023	SFR	\$254.25	\$254.24
18	018-093-024	SFR	\$254.25	\$254.24
19	018-093-025	SFR	\$254.25	\$254.24
20	018-093-026	SFR	\$254.25	\$254.24
21	018-093-027	SFR	\$254.25	\$254.24
22	018-093-028	SFR	\$254.25	\$254.24
23	018-093-029	SFR	\$254.25	\$254.24
24	018-093-030	SFR	\$254.25	\$254.24

Fontana Ranch South Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Parcel Type	Maximum Assessment Rate	2021-22 Proposed Assessment
25	018-093-031	SFR	\$254.25	\$254.24
26	018-093-032	SFR	\$254.25	\$254.24
27	018-093-033	SFR	\$254.25	\$254.24
28	018-093-034	SFR	\$254.25	\$254.24
29	018-093-035	SFR	\$254.25	\$254.24
30	018-093-036	SFR	\$254.25	\$254.24
31	018-093-037	SFR	\$254.25	\$254.24
32	018-093-038	SFR	\$254.25	\$254.24
33	018-093-039	SFR	\$254.25	\$254.24
34	018-093-040	SFR	\$254.25	\$254.24
35	018-093-041	SFR	\$254.25	\$254.24
36	018-093-042	SFR	\$254.25	\$254.24
37	018-093-043	SFR	\$254.25	\$254.24
38	018-093-044	SFR	\$254.25	\$254.24
39	018-093-045	SFR	\$254.25	\$254.24
40	018-093-046	SFR	\$254.25	\$254.24
41	018-093-047	SFR	\$254.25	\$254.24
42	018-093-048	SFR	\$254.25	\$254.24
43	018-093-049	SFR	\$254.25	\$254.24
44	018-093-050	SFR	\$254.25	\$254.24
45	018-093-051	SFR	\$254.25	\$254.24
46	018-093-052	SFR	\$254.25	\$254.24
47	018-093-053	SFR	\$254.25	\$254.24
48	018-093-054	SFR	\$254.25	\$254.24
49	018-093-055	SFR	\$254.25	\$254.24
50	018-093-056	SFR	\$254.25	\$254.24
51	018-093-058	SFR	\$254.25	\$254.24
52	018-093-059	SFR	\$254.25	\$254.24
53	018-093-060	SFR	\$254.25	\$254.24
54	018-093-061	SFR	\$254.25	\$254.24
55	018-093-062	SFR	\$254.25	\$254.24
56	018-093-063	SFR	\$254.25	\$254.24
				<b>\$14,237.44</b>

Sterling Glen III Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Parcel Type	Maximum Assessment Rate	2021-22 Proposed Assessment
4	018-089-011	SFR	\$219.68	\$219.68
5	018-089-013	SFR	\$219.68	\$219.68
6	018-089-014	SFR	\$219.68	\$219.68
7	018-089-015	SFR	\$219.68	\$219.68
8	018-089-016	SFR	\$219.68	\$219.68
9	018-089-017	SFR	\$219.68	\$219.68
10	018-089-018	SFR	\$219.68	\$219.68
11	018-089-019	SFR	\$219.68	\$219.68
12	018-089-020	SFR	\$219.68	\$219.68
13	018-089-021	SFR	\$219.68	\$219.68
14	018-089-022	SFR	\$219.68	\$219.68
15	018-089-023	SFR	\$219.68	\$219.68
16	018-089-024	SFR	\$219.68	\$219.68
17	018-089-025	SFR	\$219.68	\$219.68
18	018-089-026	SFR	\$219.68	\$219.68
19	018-089-027	SFR	\$219.68	\$219.68
20	018-089-028	SFR	\$219.68	\$219.68
21	018-089-030	SFR	\$219.68	\$219.68
22	018-089-031	SFR	\$219.68	\$219.68
23	018-089-032	SFR	\$219.68	\$219.68
24	018-089-033	SFR	\$219.68	\$219.68
25	018-089-034	SFR	\$219.68	\$219.68
26	018-089-035	SFR	\$219.68	\$219.68
27	018-089-036	SFR	\$219.68	\$219.68
28	018-089-037	SFR	\$219.68	\$219.68
29	018-089-038	SFR	\$219.68	\$219.68
30	018-089-039	SFR	\$219.68	\$219.68
31	018-089-040	SFR	\$219.68	\$219.68
32	018-089-041	SFR	\$219.68	\$219.68
33	018-089-042	SFR	\$219.68	\$219.68
34	018-089-043	SFR	\$219.68	\$219.68
35	018-089-044	SFR	\$219.68	\$219.68
36	018-089-045	SFR	\$219.68	\$219.68
37	018-089-046	SFR	\$219.68	\$219.68
38	018-089-047	SFR	\$219.68	\$219.68
39	018-089-048	SFR	\$219.68	\$219.68

Sterling Glen III Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Parcel Type	Maximum Assessment Rate	2021-22 Proposed Assessment
40	018-089-049	SFR	\$219.68	\$219.68
41	018-089-050	SFR	\$219.68	\$219.68
42	018-089-051	SFR	\$219.68	\$219.68
43	018-089-052	SFR	\$219.68	\$219.68
44	018-089-053	SFR	\$219.68	\$219.68
45	018-089-054	SFR	\$219.68	\$219.68
46	018-089-055	SFR	\$219.68	\$219.68
47	018-089-056	SFR	\$219.68	\$219.68
48	018-089-057	SFR	\$219.68	\$219.68
49	018-089-058	SFR	\$219.68	\$219.68
50	018-089-059	SFR	\$219.68	\$219.68
51	018-089-060	SFR	\$219.68	\$219.68
52	018-089-061	SFR	\$219.68	\$219.68
53	018-089-062	SFR	\$219.68	\$219.68
54	018-089-063	SFR	\$219.68	\$219.68
55	018-089-064	SFR	\$219.68	\$219.68
56	018-089-065	SFR	\$219.68	\$219.68
57	018-089-066	SFR	\$219.68	\$219.68
58	018-089-067	SFR	\$219.68	\$219.68
59	018-089-068	SFR	\$219.68	\$219.68
60	018-089-069	SFR	\$219.68	\$219.68
61	018-089-070	SFR	\$219.68	\$219.68
62	018-089-071	SFR	\$219.68	\$219.68
63	018-089-072	SFR	\$219.68	\$219.68
64	018-089-073	SFR	\$219.68	\$219.68
65	018-089-074	SFR	\$219.68	\$219.68
66	018-089-075	SFR	\$219.68	\$219.68
67	018-089-076	SFR	\$219.68	\$219.68
68	018-089-077	SFR	\$219.68	\$219.68
69	018-089-078	SFR	\$219.68	\$219.68
70	018-089-079	SFR	\$219.68	\$219.68
71	018-089-080	SFR	\$219.68	\$219.68
72	018-089-081	SFR	\$219.68	\$219.68
73	018-089-082	SFR	\$219.68	\$219.68
74	018-089-083	SFR	\$219.68	\$219.68
77	018-089-087	SFR	\$219.68	\$219.68



Sterling Glen III Benefit Assessment District Fiscal Year 2021-22 Assessment Roll				
Assessment #	APN	Parcel Type	Maximum Assessment Rate	2021-22 Proposed Assessment
78	018-089-088	SFR	\$219.68	<u>\$219.68</u>
				<b>\$13,036.64</b>

Sterling Glen Annex - Benefit Assessment District Fiscal Year 2021-22 Assessment Roll						
Assessment #	APN	Acres	Parcel Type	Maximum Assessment Rate	Proposed Rate	2021-22 Proposed Assessment
1	018-019-028	0.43	SFR	\$366.14	\$366.14	\$157.44
2	018-030-010	0.35	SFR	\$366.14	\$366.14	\$128.16
3	018-030-011	0.36	SFR	\$366.14	\$366.14	\$131.82
75	018-030-015	0.23	SFR	\$366.14	\$366.14	\$82.84
76	018-030-016	<u>0.30</u>	SFR	\$366.14	\$366.14	<u>\$111.52</u>
		<b>1.67</b>				<b>\$611.78</b>



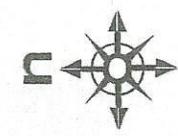
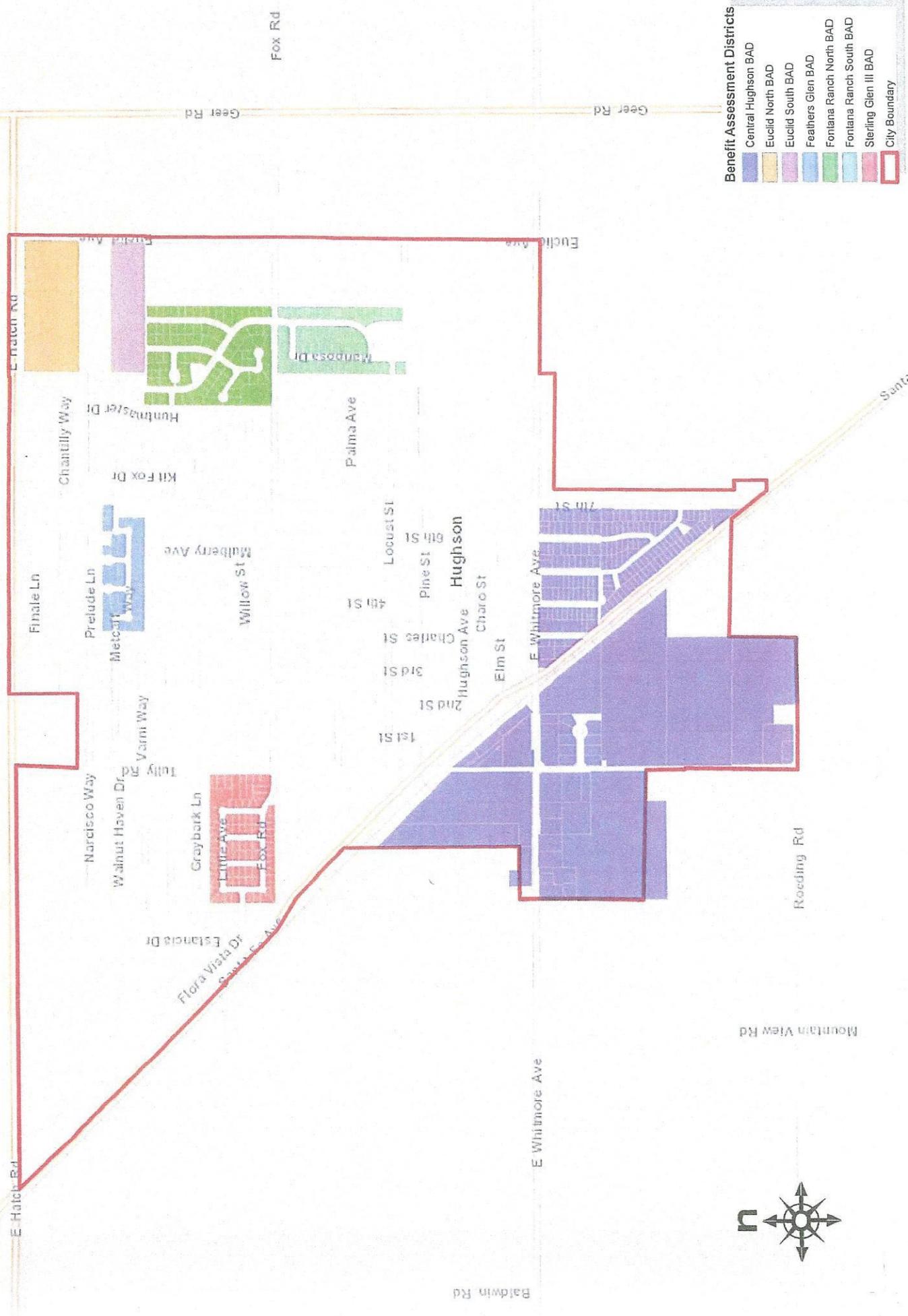
## **APPENDIX B – DISTRICT DIAGRAMS**

### **District Assessment Diagrams**

The following pages show the Diagrams for each District. The lines and dimensions shown on maps of the Stanislaus County Assessor, for the current year, are incorporated by reference herein and made a part of this Report.

# City of Hughson

## Benefit Assessment Districts



Central Hughson BAD	Blue
Euclid North BAD	Orange
Euclid South BAD	Purple
Feathers Glen BAD	Green
Fontana Ranch North BAD	Light Blue
Fontana Ranch South BAD	Light Green
Sterling Glen III BAD	Pink
City Boundary	Red Outline

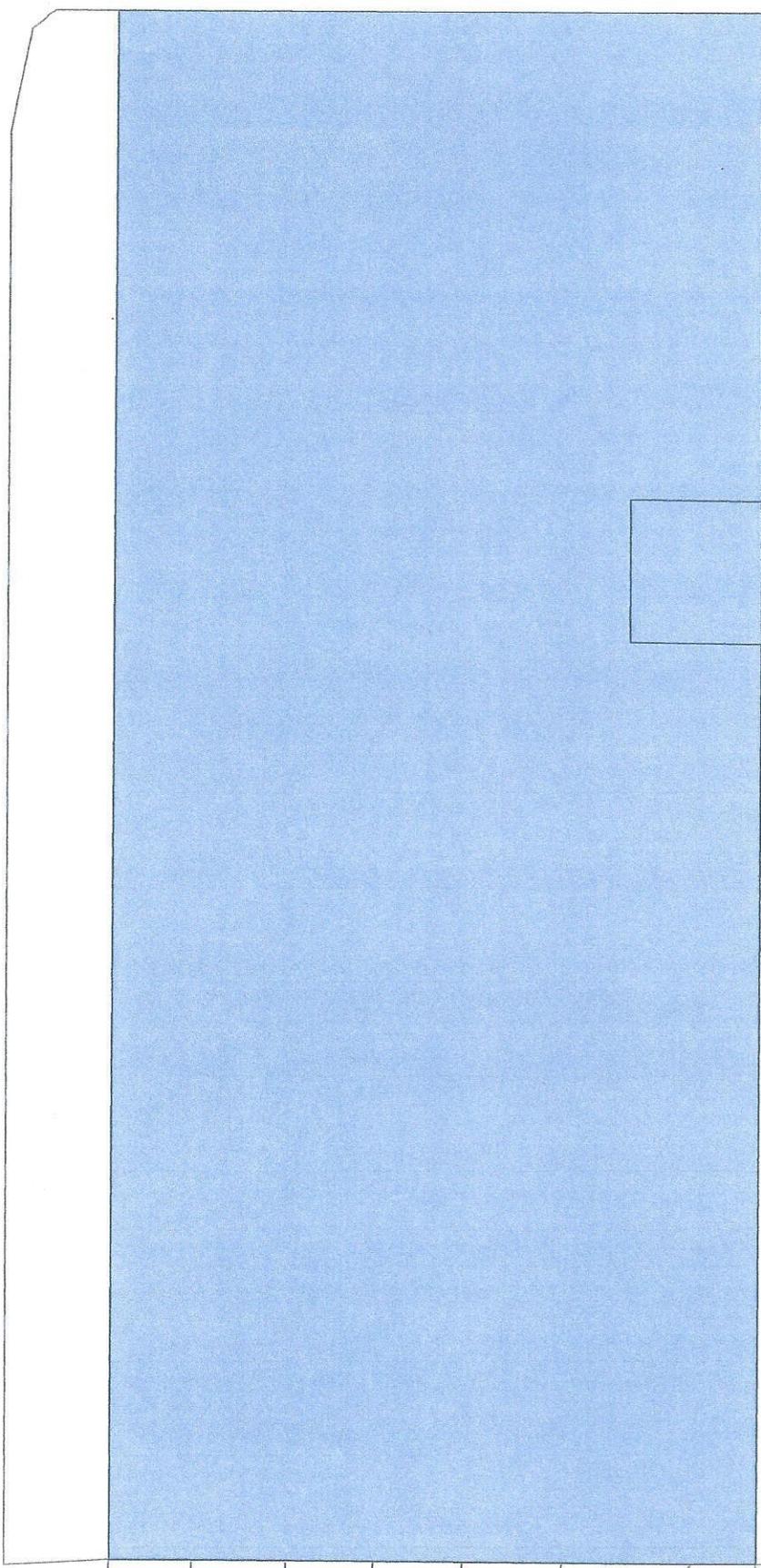
CITY OF HUGHSON  
EUCLID NORTH  
LANDSCAPE & LIGHTING / BENEFIT ASSESSMENT DISTRICT

E HATCH RD

EUCLID AVE



Legend  
■ Euclid North  
□ Other City Parcels



CITY OF HUGHSON  
EUCLID SOUTH  
LANDSCAPE & LIGHTING / BENEFIT ASSESSMENT DISTRICT

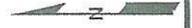
EUCLID AVE

AMBER PL

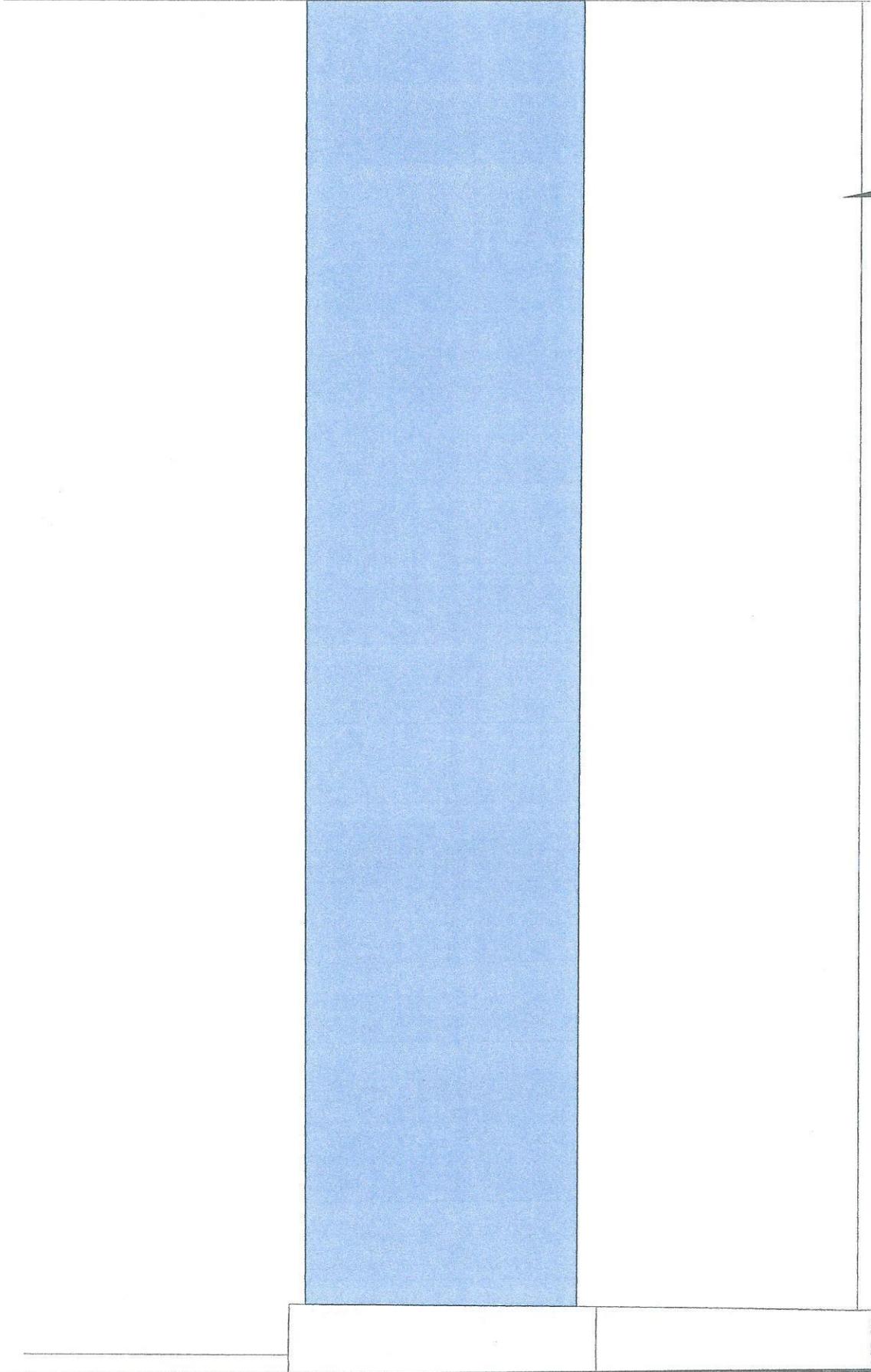
Legend

Euclid South

Other City Parcels



CITY OF HUGHSON  
FEATHERS GLEN  
LANDSCAPE & LIGHTING / BENEFIT ASSESSMENT DISTRICT

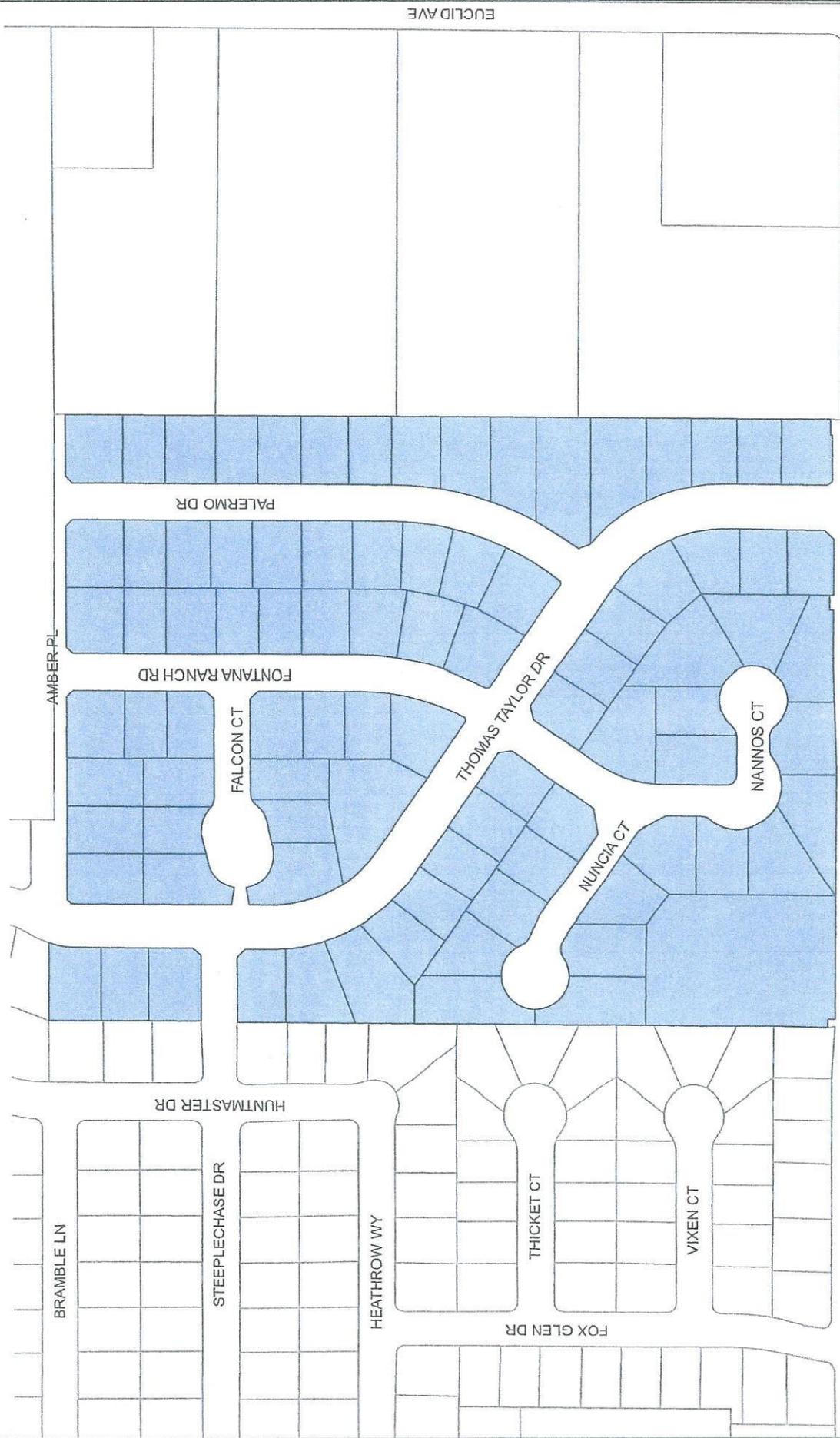


Legend

-  Feathers Glen
-  Other City Parcels



CITY OF HUGHSON  
FONTANA RANCH NORTH  
LANDSCAPE & LIGHTING / BENEFIT ASSESSMENT DISTRICT



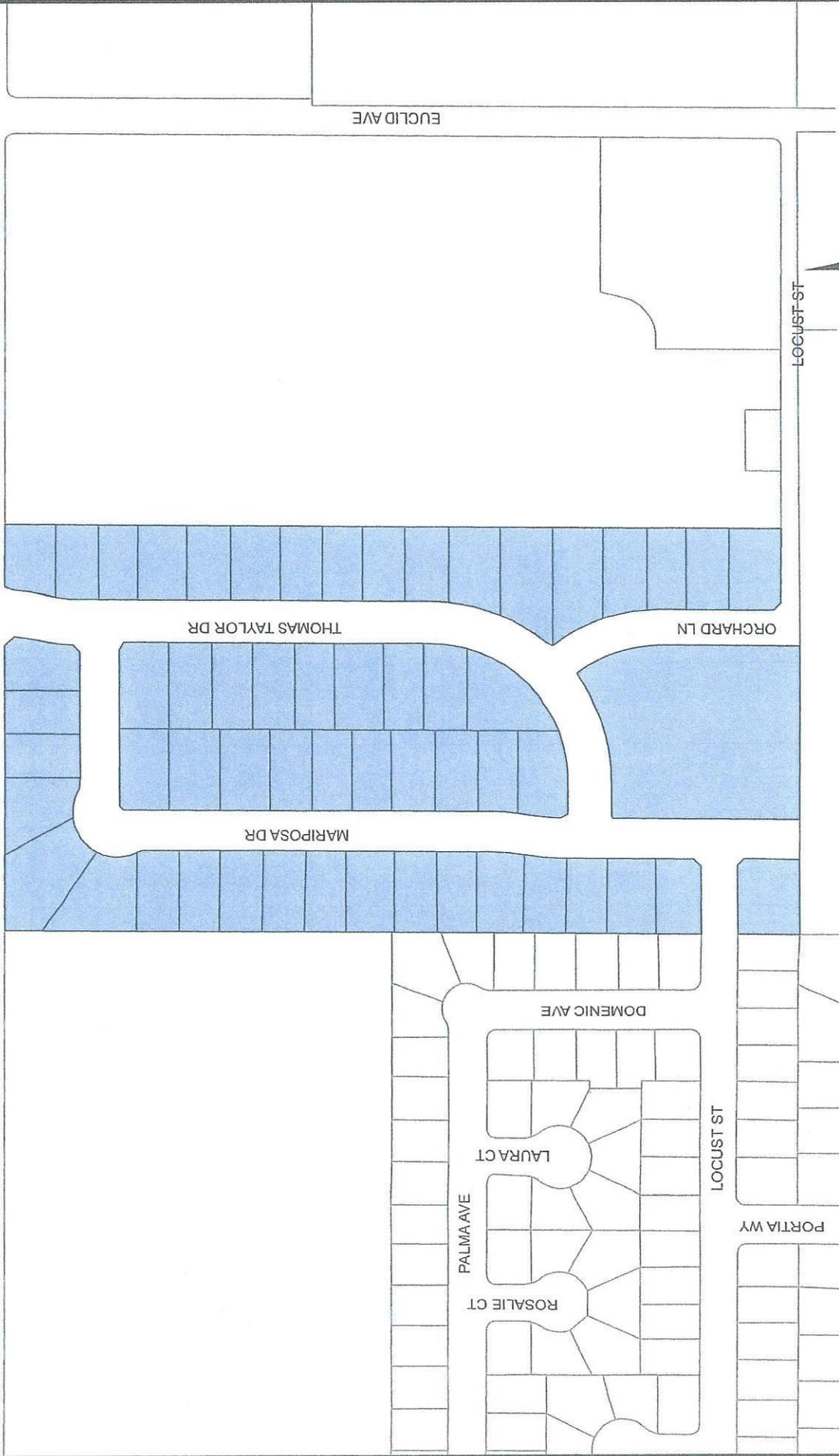
Legend

- Fontana Ranch North
- Other City Parcels



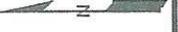
CITY OF HUGHSON  
FONTANA RANCH SOUTH  
LANDSCAPE & LIGHTING / BENEFIT ASSESSMENT DISTRICT

FOX RD

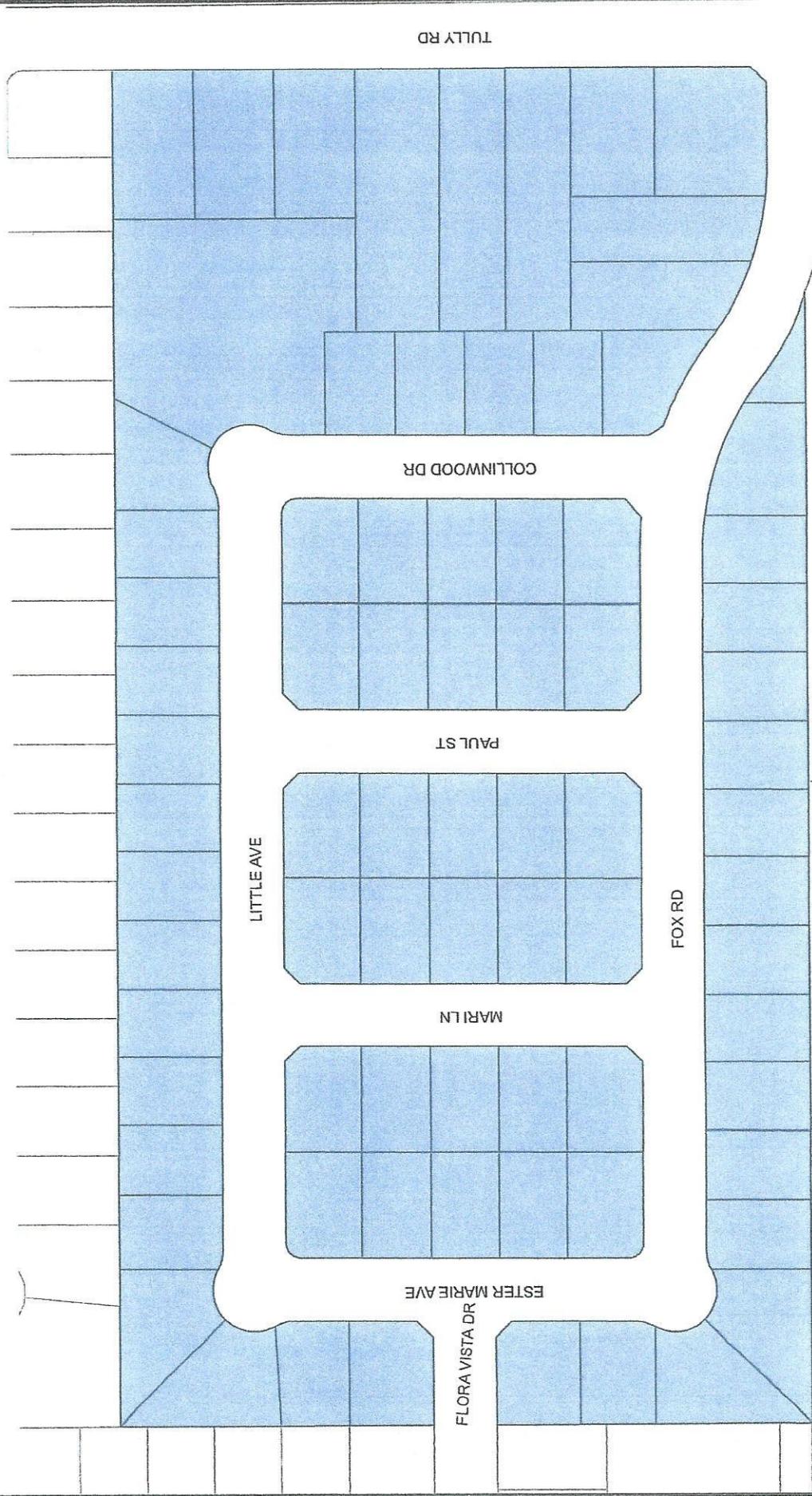


Legend

- Fontana Ranch South
- Other City Parcels



CITY OF HUGHSON  
STERLING GLEN  
LANDSCAPE & LIGHTING / BENEFIT ASSESSMENT DISTRICT



Legend

- ☐ Sterling Glen
- ☐ Other City Parcels



**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON CONSIDERING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2021-2022 FOR THE CITY'S TWENTY-TWO ASSESSMENT DISTRICTS AND SET THE PUBLIC HEARING ON THE QUESTION OF THE LEVY OF THE PROPOSED ANNUAL ASSESSMENT FOR EACH DISTRICT**

**WHEREAS**, the City Council of the City of Hughson intends to levy and collect assessments within assessment districts in the City of Hughson for Fiscal Year 2021-2022, pursuant to the Landscaping and Lighting Act of 1972, Benefit Assessment Act of 1982 and the Mello-Roos Community Facilities Act of 1982; and

**WHEREAS**, the improvement to be made in each district are generally described in Exhibit A and Exhibit B, which are made a part of this resolution; and

**WHEREAS**, in accordance with this City Council's Resolution No. 2021-21 directing the filing of an annual report, K. Dennis Klingelhofer, Assessment Engineer, has filed an annual report with the City Clerk, as required by the Landscaping and Lighting Act of 1972, Benefit Assessment Act of 1982 and the Mello-Roos Community Facilities Act of 1982; and

**WHEREAS**, all interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of each assessment district, and the proposed assessments upon assessable lots and parcels within each assessment district; and

**WHEREAS**, on Monday, the 26th day of July, at the hour of 7:00 p.m., the City Council of the City of Hughson will conduct a public hearing on the question of the levy of the proposed annual assessment for each district; and

**WHEREAS**, the public hearing will be held at Hughson City Hall located at 7018 Pine Street in Hughson, California.

**NOW, THEREFORE, BE IT RESOLVED** that the City Clerk is authorized and directed to give the notice of hearing for July 26, 2021, at 7:00 p.m. as required by the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Hughson this 28<sup>th</sup> day of June 2021, by the following vote:

<  
<  
<  
<  
<  
<  
<

AYES: MAYOR CARR, BAWANAN, HILL, BUCK

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: RUSH

APPROVED:

  
\_\_\_\_\_  
GEORGE CARR, Mayor

ATTEST:

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

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-23**

**A RESOLUTION AUTHORIZING THE EXTENSION OF THE ABANDONED VEHICLE  
ABATEMENT PROGRAM FEE UNTIL APRIL 30, 2032**

**WHEREAS**, the Stanislaus County Abandoned Vehicle Abatement (AVA) Service Authority was formed in 1991; and

**WHEREAS**, the AVA program is funded by a \$1 service fee; and

**WHEREAS**, the AVA program has contributed substantially to our local quality of life by removing thousands of junked or abandoned vehicles from the territory of the nine cities and the County; and

**WHEREAS**, the AVA program fee is set to expire on April 30, 2022; and

**WHEREAS**, per California Vehicle Code Section 9250.7, the AVA program fee may be extended in increments of up to 10 years each if the board of supervisors of the county, by a two-thirds votes, and a majority of the cities having a majority of the incorporated population within the county adopt resolutions providing for the extension of the fee; and

**WHEREAS**, it is desirable to the City of Hughson to have the AVA program fee continue;

**THEREFORE, BE IT RESOLVED**, that the City of Hughson supports the extension of the AVA program fee until April 30, 2032.

**PASSED AND ADOPTED** by the Hughson City Council at a regular meeting thereof, held on June 28, 2021, by the following vote:

**AYES:       MAYOR CARR, BAWANAN, HILL, BUCK**

**NOES:       NONE.**

**ABSTENTIONS:   NONE.**

**ABSENT:     RUSH**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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

**CITY COUNCIL  
CITY OF HUGHSON  
RESOLUTION NO. 2021-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON  
APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH  
JSWWC WATER & WASTEWATER MANAGEMENT FOR CONSULTING SERVICES AT  
THE WASTEWATER TREATMENT PLANT AND THE PUBLIC WATER SYSTEM**

**WHEREAS**, the State of California requires a Grade 3 Wastewater Treatment Plant Chief Operator for the City's Wastewater Treatment Plant, and a certified Water Distribution Operator II and Water Treatment Operator II for the Public Water System; and

**WHEREAS**, the City of Hughson has determined that it requires the professional services of a consultant for operations at the Wastewater Treatment Plant and the Public Water System; and

**WHEREAS**, The City has used JSWWC Water and Wastewater Management (JSWWC) since 2014, as the Acting Grade 3 Wastewater Treatment Plant Chief Operator and as a Water Distribution Operator II and Water Treatment Operator II consultant on the City's Public Water System; and

**WHEREAS**, JSWCC will continue to provide consulting services and regulatory guidance to support the City's efforts to maintain compliance with the State of California's requirements as shown in the Scope of Work and Approved Fee Schedule attached as "Exhibit A".

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson does hereby approve the Professional Services Agreement with JSWWC Water & Wastewater Management for consulting services at the Wastewater Treatment Plant and the Public Water System attached hereto as Attachment "A" and authorizes the City Manager to sign the agreement.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 12<sup>th</sup> day of July 2021 by the following roll call vote:

**AYES:       MAYOR CARR, RUSH, BUCK, HILL**

**NOES:       NONE.**

**ABSTENTIONS:   NONE.**

**ABSENT:     BAWANAN**

»  
»  
»

APPROVED:



\_\_\_\_\_  
GEORGE CARR, Mayor

ATTEST:



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

EXHIBIT A  
SCOPE OF WORK  
AND  
APPROVED FEE SCHEDULE

JSWWC will perform the following:

- One day per week onsite (8 hours) includes all lab data review, operations and review, sample planning with operators, file review, data entry, onsite trouble shooting with ops staff, general water system management
- Quarterly Arsenic, Chlorine usage and 123-TCP sampling coordination and reporting to DDW
- Annual duties include the electronic Annual Report to the Drinking Water Program (22 pages), CCR assistance, Drought Report
- Well site checks/Wastewater rounds (as needed)
- Computer SCADA system review
- Water & Wastewater System changes as necessary for optimal operation
- Any safety and operational duties that are normally incurred in day to day system operations
- Monthly, quarterly, and annual report preparation and submittals including the EAR and Drought Report
- Sampling to be provided by JSWWC & City Operators with analyses by Cranmer CEI Lab
- Training of city personnel as needed
- General oversight of the water & wastewater system (with Jaime) as the acting Chief Operator
- Assistance with system issues, improvements and or changes that benefit the water system operation
- JSWWC will make changes necessary to the water/wastewater system when and if needed.
- ALL changes and water system adjustments will be discussed/adjusted by California State Certified Operators only.
- Assist with any and all adjustments as needed with the City of Hughson operators. Our goal is to not modify the current plan of operations unless there is a need to do so.
- Will operate the distribution system and wastewater facility to our best ability and if changes are necessary, the City of Hughson designated personnel will be made aware of the current state BEFORE a change is made unless it is in an emergency.
- All information will be given to the assigned system regulators as required under Title 22 for system operational changes. We will inform the County, State and Office of Emergency Services of the contact names and numbers. All required insurance liability coverages and workman's comp certificates can be provided upon request.

The cost for operations is as follows:

Scheduled hourly - \$65.00

Overtime - \$95.00 (any time spent after 8 hours)

Emergency - \$150.00 (Unscheduled Call-outs 2 hour minimum)

Laboratory samples to be invoiced separate of the monthly cost for operations oversight. Costs for lab samples are subject to change as changes in pricing may occur. Normal monthly samples for water and wastewater are as follows:

**Water**

Weekly bacteria samples - 2 per week \$23.00

Weekly Arsenic samples Well 8 - 2 per week \$18.00

Quarterly Arsenic Wells 3 & 4

Quarterly Nitrate - all wells \$18.00

Quarterly 123-TCP all wells \$185.00 per sample site

There are annual and triennial sampling that is required for this water system. New well #9 is not included as we do not know what is required yet.

Annual Samples – TTHM/HAA5 samples are due every June or July

Triennial - July 2021 is the triennial (3 year) sampling event that results in several samples having to be collected from all of the operating online wells.

**Wastewater**

Influent - Monthly BOD \$22.50 each (normally one per month)

Effluent - Weekly BOD \$22.50 each x 4 per month, TSS \$18.50 x 4 per month

Effluent- Ammonia as N \$33.00 x 1 per month, TDS \$18.50 x 1 per month, NasNo3 \$18.00 x 1 per month

Wastewater Chief Operator Licensing is charged at \$600 per month. This covers the State required licensing for the City of Hughson. This also includes monthly, quarterly and annual report prep with Jaime V. as well as signing each report prior to submission.

**CITY COUNCIL  
CITY OF HUGHSON  
RESOLUTION NO. 2021-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON  
APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH  
JSWWC WATER & WASTEWATER MANAGEMENT FOR THE WATER METER  
REGISTER REPLACEMENT PROJECT**

**WHEREAS**, the City Council approved the Water Meter Register Replacement Project on June 24, 2019; and

**WHEREAS**, the City of Hughson has determined that it requires the professional services of a consultant for the Water Meter Register Replacement Project; and

**WHEREAS**, the consultant represents that it is fully qualified to perform such professional services for the Project by virtue of its experience and the training, education and expertise of its principals and employees; and

**WHEREAS**, JSWCC will assist in replacing meter registers on the City's water system as shown in the Scope of Work and Approved Fee Schedule, dated May 12, 2021, attached as "Exhibit A'.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson does hereby approve the Professional Services Agreement with JSWWC Water & Wastewater Management for the Water Meter Register Replacement Project attached hereto as Attachment "A" and authorizes the City Manager to sign the agreement.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 12<sup>th</sup> day of July 2021 by the following roll call vote:

**AYES:       MAYOR CARR, RUSH, BUCK, HILL**

**NOES:       NONE.**

**ABSTENTIONS:   NONE.**

**ABSENT:     BAWANAN**

»  
»  
»  
»

APPROVED:

  
GEORGE CARR, Mayor

ATTEST:

  
ASHTON GOSE, Deputy City Clerk

# JSWWC Water & Wastewater Management

---

City of Hughson  
Attn: Jaime Velasquez  
Utilities Superintendent  
7018 Pine Street  
Hughson, CA 95326

May 12, 2021

JSWWC Water & Wastewater Management appreciates the opportunity to prepare a bid for your Meter Register Replacement Project. This will include an agreement with the City of Hughson (COH) and JSWWC.

JSWWC looks forward in working with you to assist in replacing the meter registers on your water system. This quote is estimated per register and is for 1 employee of JSWWC.

## Pricing

**\$14.25 per meter register supplied by COH**

It is estimated to take 2 months (63 days) to complete the replacement meter register project provided there are no unforeseen circumstances. Per Jaime Velasquez outlook, there are 2200 meters to be replaced.

2200 meters x \$14.25 each = \$31,350.00

## Scope

1. Remove and replace the ¾" and 1" meter register with City supplied wireless register.
2. Record old meter reading prior to replacement and tag with City supplied bar code.
3. Clean out all water boxes of dirt and debris for proper install.
4. Load and unload old and new registers at the wastewater facility daily.

All insurances and safety PPE will be followed in addition to providing the necessary paperwork to show meter readings at time of changeout. Safety cones and safety vests will be used. Insurance certificates and workman's comp certificates available upon request.

*Prevailing wage was factored for this quote.*

**Quote valid for 30 days!**

Jared Steeley  
Jared Steeley

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING  
THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT  
BETWEEN THE COUNTY OF STANISLAUS AND THE CITY OF HUGHSON FOR  
FISCAL YEAR 2021-2022 AND AUTHORIZING THE MAYOR TO EXECUTE THE  
AGREEMENT**

**WHEREAS**, the Stanislaus County Community Development Block Grant (CDBG) Program Consortium, which includes the cities of Ceres, Hughson, Newman, Oakdale, Patterson and Waterford and unincorporated areas of Stanislaus County, has been granted a total allocation of \$2,469,380 in CDBG funds; and

**WHEREAS**, the City of Hughson chooses to participate in the entitlement process thereby being eligible to receive a portion of the CDBG entitlement grant to Stanislaus County and participating jurisdictions; and

**WHEREAS**, the City of Hughson's total allocation of CDBG funds is \$192,515 for Fiscal Year 2021-2022; and

**WHEREAS**, on May 10, 2021, the Hughson City Council approved the Stanislaus County Annual Action Plan, which outlines activities eligible under federal Department of Housing and Development (HUD) guidelines.

**NOW, THEREFORE, BE IT RESOLVED** that the Hughson City Council does hereby approve the CDBG Subrecipient Agreement (Agreement) between Stanislaus County and the City of Hughson for Fiscal Year 2021-2022 attached hereto as Attachment A and authorizes the Mayor to execute the Agreement.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 26<sup>th</sup> day of July 2021, by the following roll call vote:

**AYES:      MAYOR CARR, HILL, BAWANAN, BUCK, RUSH**

**NOES:      NONE.**

**ABSTENTIONS:    NONE.**

**ABSENT:    NONE.**

»  
»  
»  
»

APPROVED:

  
\_\_\_\_\_  
GEORGE CARR, Mayor

ATTEST:

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

**STANISLAUS URBAN COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank and Waterford (the "City" individually or "Cities" collectively) on June 30, 2021.

WITNESSETH

WHEREAS, County of Stanislaus applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2021-2022 (July 1, 2021 to June 30, 2022) in the amount \$2,469,380 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. **2021-0198** County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Block Grant Program; and

WHEREAS, County and Cities desire to enter into this Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by the County as an "Urban County" be shared proportionally, as determined by poverty and population formula, among the parties;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**1. FUNDING PROVISIONS**

1.1. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

<b>Jurisdiction</b>	<b>Activity Funding</b>
Stanislaus County	\$ 396,305
Ceres	\$ 233,828
Hughson	\$ 175,673
Newman	\$ 161,766
Oakdale	\$ 181,750
Patterson	\$ 195,157
Riverbank	\$ 156,916
Waterford	\$ 237,929
<b>TOTAL</b>	<b>\$ 1,739,324</b>

1.2. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2021-2022 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

- (1) An amount not to exceed \$461,704 of the available administrative funds shall allocated to the County and each City as follows:

Jurisdiction	Administration Funding
Stanislaus County	\$ 343,810
Ceres	\$ 16,842
Hughson	\$ 16,842
Newman	\$ 16,842
Oakdale	\$ 16,842
Patterson	\$ 16,842
Riverbank	\$ 16,842
Waterford	\$ 16,842
<b>TOTAL</b>	<b>\$ 461,704</b>

- (2) An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).

1.3. An amount not to exceed ten percent of the total Fiscal Year 2021-2022 CDBG entitlement funds, \$243,352, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

1.4. Upon notification of a City's intent to apply for grants available to Urban Counties under applicable law, the County, as lead agency, shall apply for such grants on behalf of that City.

1.5. Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan.

1.6. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2021-2022 Stanislaus Urban County Annual Action Plan.

1.7. Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. (formerly OMB A-133) regarding standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.

1.8. Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

1.9. If the Cities have any unspent CDBG administration funds by June 30, 2022 those funds will be made available to the corresponding City for approved project activities (not including administration) in the next Fiscal Year.

## **2. SCOPE OF WORK**

2.1. **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2021-2022 Stanislaus Urban County Annual Action Plan, as certified by HUD.

2.2. **Term.** This Agreement shall be in effect until June 30, 2022, or until all Fiscal Year 2021-2022 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

### 3. COMPENSATION

3.1. **Allocation Amount.** City shall be paid the total compensation amount as indicated in sections 1.1 and 1.2 above for CDBG activities and administrative activities respectively.

3.2. **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2021; (2) A second draw by January 14, 2022; (3) A third draw by April 15, 2022; and (4) A fourth and final draw by July 6, 2022. Additional draws may be required and shall be provided as requested by the County.

3.3. **Certification of Expenses.** In every case, draws will be dispersed to City subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with original authorized signatures; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

3.4. **Authorized Personnel.** Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

3.5. **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

### 4. USE OF FUNDS

4.1. **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

4.2. **Compliance with Local Code.** City agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

4.3. **Ineligible Uses of Funds.** In the event that City is found to have expended grant funds for ineligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments"), such funds shall be returned to the County.

4.4. **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose.

4.5. **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in section 14 below.

(1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

4.6. **Reversion of Assets.** Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 4.1. of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

## **5. PROGRAM ACTIVITY ELIGIBILITY**

5.1. **General Eligibility.** Eligibility of program activities shall be evaluated and documented by City prior to identifying in Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208. Eligibility of program activities, including an evaluation for consistency with an Urban County approved and HUD certified Annual Action Plan, shall be conducted prior to any release of funds by the County.

5.2. **Income Standards.** City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method of income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

5.3. **Eligible Urban County Areas.** Program beneficiaries must reside within the income eligible Urban County areas as defined by HUD and Stanislaus County. These areas include the CDBG eligible Census Block Groups within the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Waterford, and the unincorporated areas of Stanislaus County.

5.4. **Environmental Review Record.** (See Section 13.4.)

6. **DATA COLLECTION, REPORTING AND MAINTENANCE OF RECORDS**

6.1. **Documentation.** Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented.

6.2. **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

6.3. **HUD Sponsored Research.** Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

6.4. **DUNS Number Requirement.** City shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

6.5. **Data Required.** City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

6.6. **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

6.7. **Privacy Procedures.** City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

6.8. **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2021-2022 and previous fiscal years. City agrees to provide additional audits upon request.

## 7. UNIFORM ADMINISTRATIVE REQUIREMENTS

7.1. **General Uniform Administrative Requirements.** City shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 – Considerations for Selected Items of Cost (formerly OMB Circular No. A-87, “Cost State, Local, and Indian Tribal Governments”).

7.2. **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

7.3. **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

## 8. HOLD HARMLESS AND INDEMNITY AGREEMENT

8.1. **General Indemnification.** City shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend, and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

8.2. **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

## 9. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

9.1. **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. City shall include

the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement. City shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the City's delivery of services. (1) City agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable federal, state and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section B of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. (2) City 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. (3) City will, in all solicitations or advertisements for employees placed by or on behalf of City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law. (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then City must establish additional procedures that will ensure that such persons are made aware of the services.

**9.2. Equal Participation of Religious Organizations.** Under CDBG, religious Organizations retain their independence from federal, state, and local governments, and may continue to carry out their mission, including the definition, practice, and expression of their religious beliefs, provided that they do not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

**9.3. HUD Section 3 Compliance.** City agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

**9.4. Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968.** City shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which ensures that all federally funded facilities be designed, constructed, or altered to ensure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

**9.5. Labor Standards and Davis-Bacon and Related Act Requirements.** City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and

Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

9.6. **Displacement, Relocation, Acquisition and Replacement of Housing.** Consistent with 24 CFR 570.606 and the Stanislaus Urban County's Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of project activities.

9.7. **Eligibility Restrictions.** City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

## 10. CONSTRUCTION CONTRACTS

10.1. **Contract Provisions.** City and the County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement: (1) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b). (2) Davis-Bacon Act. All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148). Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD. (3) Copeland "Anti-Kickback" Act. All construction contracts shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD. (4) Contract Work Hours and Safety Standards. Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40-hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous. (5) Byrd Anti-Lobbying Amendment. Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.2. **Debarment and Suspension.** No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

## 11. CONFLICTS OF INTEREST

11.1. **Hatch Act Incorporated.** Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

11.2. **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11.3. **Lobbying and Disclosure Requirements.** City certifies that no state or federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.4. **Campaign Contribution Disclosure.** City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

## 12. DRUG-FREE WORKPLACE

12.1. **Drug-free Workplace.** City will maintain a drug free workplace and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

## 13. ENVIRONMENTAL LAW COMPLIANCE

13.1. **Lead Poisoning Prevention Act.** City agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

13.2. **Clean Air Act and Federal Water Pollution Control Act.** Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13.3. **National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) Compliance.** Organization shall comply with all applicable standards, orders or regulations issued pursuant to NEPA (42 U.S.C. 4321 et seq.) and/or CEQA (Cal. Pub. Res. Code § 21000 et seq.).

13.4 **Environmental Review Record.** City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval, and formal signature as the Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure. (1) Any CDBG funding used to cover costs associated with the environmental review record shall be an administrative cost. No activity funds shall be utilized or encumbered until County approval of the environmental record has occurred.

#### 14. TERMINATION OF SERVICES AND REVERSION OF ASSETS

14.1. **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) failure of City to file required reports; (b) failure of City to meet project dates; (c) expenditure of funds under this Agreement for ineligible activities, services or items; (d) failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) written warning to City by County including steps to bring project into compliance with time frame; (b) notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

14.2. **Insolvency.** If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

#### 15. GENERAL TERMS AND CONDITIONS

15.1. **Other program requirements.** City agrees to carry out each activity in compliance with all federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

15.2. **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

15.3. **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

15.4. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement

shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

15.5. **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

15.6. **Integration.** This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 15.3. or 15.4.

15.7. **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which City or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:                   County of Stanislaus  
                                  Department of Planning and Community Development  
                                  Attention: Deputy Director of Finance and Operations  
                                  1010 Tenth Street, Suite 3400  
                                  Modesto, CA 95354

To City:                        See Attachment 1 – Stanislaus Urban County Notice Information

15.8. **Governing Law and Venue.** This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

15.9. **Authorization.** City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

15.10. **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the day and year first hereinabove written.

*[Signatures begin on the following page.]*

**COUNTY OF STANISLAUS:**

By   
Jody Hayes (Jul 6, 2021 14:58 PDT)  
\_\_\_\_\_  
Jody Hayes  
Chief Executive Officer

Jul 6, 2021

\_\_\_\_\_  
Dated

APPROVED AS TO CONTENT:  
Angela Freitas, Director  
Planning and Community Development Department

By   
Angela Freitas (Jul 2, 2021 17:12 PDT)  
\_\_\_\_\_  
Angela Freitas  
Director

APPROVED AS TO FORM:  
Thomas E. Boze  
County Counsel

By   
\_\_\_\_\_  
G. Michael Ziman  
Deputy County Counsel

**CITY OF HUGHSON:**

By   
George Carr  
Mayor

7-20-21  
Dated

ATTEST:

By   
Ashton Gose  
Deputy City Clerk

APPROVED AS TO CONTENT:

By   
Merry Mayhew  
City Manager

APPROVED AS TO FORM:

By   
Daniel J. Schroeder  
City Attorney

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION 2021-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AUTHORIZING THE CITY MANAGER TO EXECUTE AN ANNUAL FUNDING AGREEMENT WITH THE CITY OF TURLOCK/STANISLAUS COUNTY HOME CONSORTIUM DESIGNATING THE CITY OF HUGHSON AS A SUBRECIPIENT OF HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS FOR FISCAL YEAR 2021-2022**

**WHEREAS**, the City of Hughson has rejoined as a member of the City of Turlock/Stanislaus County HOME Consortium along with the other Urban County cities of Ceres, Newman, Oakdale, Patterson, and Waterford; and

**WHEREAS**, the City of Turlock is the designated lead agency who administers and distributes awarded funds to its members for the purpose of providing local HOME-eligible housing activities and,

**WHEREAS**, the City of Hughson is required to enter into an annual agreement with the City of Turlock/Stanislaus County HOME Consortium to be designated as a subrecipient of HOME funds on an annual basis; and

**WHEREAS**, the City of Hughson's allocation of HOME funds is \$166,241 with \$2,500 of these funds available for administrative purposes for the 2021-2022 Fiscal Year.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hughson authorizes the City Manager to execute an Annual Funding agreement with the City of Turlock/Stanislaus County HOME Consortium designating the City of Hughson as a subrecipient of HOME Investment Partnership Program Funds for Fiscal Year 2021-2022.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 26<sup>th</sup> day of July 2021, by the following vote:

**AYES:           MAYOR CARR, HILL, BAWANAN, BUCK, RUSH**

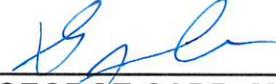
**NOES:           NONE.**

**ABSTENTIONS:           NONE.**

**ABSENT:           NONE.**

»  
»  
»  
»

APPROVED:

  
\_\_\_\_\_  
GEORGE CARR, Mayor

ATTEST:

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

**CITY COUNCIL  
CITY OF HUGHSON  
RESOLUTION NO. 2021-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING  
THE FINAL MAP FOR VESTING TENTATIVE SUBDIVISION MAP NO. 06-02- EUCLID  
NORTH**

**WHEREAS**, on March 13, 2006, the Hughson City Council adopted Resolution No.06-35, approving with conditions, Vesting Tentative Subdivision Map No.06-02 for 51 residential lots and one (1) common area lot as submitted by Florsheim Homes for a proposed subdivision known as Euclid North, located within the southwest corner of Euclid Avenue and East Hatch Road; and

**WHEREAS**, on April 12, 2021, the Hughson City Council adopted Ordinance No. 2021-01, an Ordinance amending the Development Agreement with Fitzpatrick Homes to extend the Development Agreement and Vesting Tentative Subdivision Map No. 06-02 approval until January 16, 2024; and

**WHEREAS**, Fitzpatrick Homes has requested approval of the Final Map of the Vesting Tentative Subdivision Map for the Euclid North subdivision for purpose of constructing and selling residential units; and

**WHEREAS**, in accordance with the Subdivision Map Act section 66474.1: "A legislative body shall not deny approval of a final or parcel map if it has previously approved a tentative map for the proposed subdivision and it finds that the tentative map is in substantial compliance with the previously approved tentative map."; and

**WHEREAS**, the final map has been reviewed by the City Engineer and found to be in substantial compliance with the tentative map approved by the City Council on March 13, 2006; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson approves the Final Map of Vesting Tentative Subdivision Map No. 06-02.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at a regularly scheduled meeting on this 26<sup>th</sup> day of July 2021 by the following roll call vote:

**AYES:       MAYOR CARR, HILL, BAWANAN, BUCK, RUSH**

**NOES:       NONE.**

**ABSTENTIONS:  NONE.**

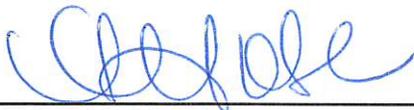
**ABSENT:     NONE.**

»  
»

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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

**CITY COUNCIL  
CITY OF HUGHSON  
RESOLUTION NO. 2021-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON CONFIRMING  
DIAGRAMS, ASSESSMENTS AND REPORTS AND LEVYING  
ASSESSMENTS FOR FISCAL YEAR 2021-2022 FOR ALL LANDSCAPE AND  
LIGHTING DISTRICTS, AND ALL BENEFIT ASSESSMENT DISTRICTS WITHIN THE  
CITY OF HUGHSON**

**WHEREAS**, pursuant to the Landscaping and Lighting Act of 1972, the provisions of the Benefit Assessment Act of 1982, the City Council of the City of Hughson directed K. Dennis Klingelhofer, PE, Assessment Engineer to prepare and file annual reports for Fiscal Year 2021-2022, and does hereby impose these annual assessments (Assessments) within each assessment district listed on attached Exhibit A; and

**WHEREAS**, the Assessment Engineer prepared an annual report for each assessment district, which was presented to the City Council on June 28, 2021, and the City Council of the City of Hughson adopted a resolution of intention to levy and collect assessments within these districts for fiscal year 2021-2022 and set a public hearing to be held July 26, 2021, at Hughson City Hall located at 7018 Pine Street, Hughson, California, and a notice of this hearing was given in the time and manner required by law; and

**WHEREAS**, at the public hearing the City Council of the City of Hughson afforded to every interested person an opportunity to make a protest to the annual reports either in writing or orally, and the City Council has considered each protest; and

**WHEREAS**, the City Council of the City of Hughson hereby confirms the diagrams, Assessments and reports of the Assessment Engineer. It is further determined and certified that these assessment district charges are either exempt from, or are in compliance with all provisions of Proposition 218, which was passed by the voters in November 1996; and

**WHEREAS**, on Monday, the 26<sup>th</sup> day of July of 2021, at the hour of 7:00 p.m., the City Council of the City of Hughson conducted a public hearing on the question of the levy of the proposed annual Assessment for each district; and

**WHEREAS**, the charges against the real property are not levied with regard to property values but rather, the work listed in Exhibit B.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson does hereby confirm the diagrams, Assessments and reports of the Assessment Engineer and hereby levies the assessments set forth therein for the Fiscal Year 2021-2022.

**BE IT FURTHER RESOLVED** that the City Council of the City of Hughson also directs the Harris & Associates' Assessment Engineer to file, or cause to be filed, a certified copy of this resolution and the report for each assessment district with the tax collector for the County of Stanislaus.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Hughson this 26<sup>th</sup> day of July 2021, by the following vote:

**AYES: MAYOR CARR, BAWANAN, HILL, BUCK, RUSH**

**NOES: NONE.**

**ABSTENTIONS: NONE.**

**ABSENT: NONE.**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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

**EXHIBIT A**

<b>Landscaping and Lighting Districts (LLD) Benefit Assessment Districts (BAD)</b>		
Brittany Woods LLD	Central Hughson LLD	Euclid North LLD
Euclid South LLD	Feathers Glenn LLD	Fontana Ranch North LLD
Fontana Ranch South LLD	Rhapsody Unit No. 1 LLD	Rhapsody Unit No. 2 LLD
Santa Fe Estates Ph 1 LLD	Santa Fe Estates Ph 2 LLD	Starn Estates LLD
Sterling Glenn III LLD	Sterling Glen III Annex LLD	Sun Glow Estates LLD
Walnut Haven III LLD	Central Hughson BAD	Euclid North BAD
Euclid South BAD	Feathers Glen BAD	Fontana Ranch North BAD
Fontana Ranch South BAD	Sterling Glen III BAD	Sterling Glen III Annex BAD

**EXHIBIT B**

<b>Assessment District</b>	<b>Description of Improvements</b>
Brittany Woods	Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 12 streetlights.
Central Hughson, LLD and BAD	Maintenance of landscaping, irrigation systems and street lighting maintenance and energy costs for 19 streetlights. Drainage infrastructure maintenance, street sweeping, maintenance and repairs, sidewalk maintenance, graffiti abatement.
Euclid South, LLD and BAD	Maintenance of landscaping, irrigation systems, street lighting maintenance and energy costs for streetlights, street tree maintenance, removal and replacement, graffiti removal. Detention/Retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, graffiti abatement.
Feathers Glen, LLD and BAD	Maintenance of landscaping, including in the community park, irrigation systems, street lighting maintenance and energy costs for 13 streetlights, street tree maintenance, removal and replacement, graffiti removal. Detention/Retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, graffiti abatement.
Fontana Ranch North, LLD and BAD	Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 38 streetlights. Detention/Retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, graffiti abatement.
Fontana Ranch South, LLD and BAD	Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 20 streetlights. Detention/Retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, graffiti abatement.
Rhapsody Unit No. 1, LLD	Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for streetlights.
Rhapsody Unit No. 2, LLD	Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 9 streetlights.
Santa Fe Estates Phase 1, LLD	Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 12 streetlights.
Santa Fe Estates Phase 2, LLD	Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 9 streetlights.
Starn Estates	Maintenance of landscaping, irrigation systems, and street lighting maintenance and energy costs for 12 streetlights.

<b>Assessment District</b>	<b>Description of Improvements</b>
Sterling Glen III, LLD and BAD	Maintenance of landscaping, including in the community park, irrigation systems, street lighting maintenance and energy costs for 25 streetlights. Also includes street tree maintenance, removal and replacement and graffiti removal. Detention/Retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, graffiti abatement.
Sun Glow Estates	Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 15 streetlights.
Walnut Haven III	Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 7 streetlights.

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-31**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING  
THE PAVEMENT MANAGEMENT PROGRAM COOPERATIVE FUNDING AGREEMENT  
BETWEEN THE STANISLAUS COUNCIL OF GOVERNMENTS AND THE CITY OF  
HUGHSON AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
AGREEMENT**

**WHEREAS**, the Stanislaus Council of Governments, a joint powers authority, of which the City of Hughson is a member has contracted for an assessment of pavement conditions on all locally owned roadways, referred to as the Pavement Management Program; and

**WHEREAS**, the City of Hughson has chosen to participate in the Pavement Management Program, which will assist city staff in maintaining a city streets inventory, prioritize street repair projects by allocating available resources in the most cost-effective manner, and plan for capital improvement projects; and

**WHEREAS**, the County of Stanislaus and the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford will share in the cost of the Pavement Management Program at a cost not to exceed \$578,837; and

**WHEREAS**, the cost to the City of Hughson for the Pavement Management Program is \$6,055.80 and the additional cost for the budgetary analysis is \$7,591 for a total cost of \$13,646.80.

**NOW, THEREFORE, BE IT RESOLVED** that the Hughson City Council does hereby approve the Pavement Management Program Cooperative Funding Agreement between the Stanislaus Council of Governments and the City of Hughson attached hereto as Attachment A and authorizes the City Manager to execute the Agreement.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 9<sup>th</sup> day of August 2021, by the following roll call vote:

**AYES:     MAYOR CARR, BAWANAN, HILL RUSH**

**NOES:     NONE.**

**ABSTENTIONS:  NONE.**

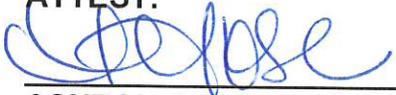
**ABSENT:  BUCK**

»  
»  
»  
»

APPROVED:

  
\_\_\_\_\_  
GEORGE CARR, Mayor

ATTEST:

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

**COOPERATIVE FUNDING AGREEMENT**  
**Pavement Management Program**

This Cooperative Funding Agreement for the Pavement Management Program ("Agreement") is dated for reference purposes April 21, 2021 by and between the Stanislaus Council of Governments, a joint powers authority established under California Government Code section 6500 et seq. ("StanCOG"), Stanislaus County, a political subdivision of the State of California ("County"), the City of Ceres, a municipal corporation ("Ceres"), the City of Hughson, a municipal corporation ("Hughson"), the City of Modesto, a municipal corporation ("Modesto"), the City of Newman, a municipal corporation ("Newman"), the City of Oakdale, a municipal corporation ("Oakdale") the City of Patterson, a municipal corporation ("Patterson"), the City of Riverbank, a municipal corporation ("Riverbank"), the City of Turlock, a municipal corporation ("Turlock") and the City of Waterford, a municipal corporation ("Waterford"), jointly referred to herein as the "Parties" and singularly as the "Party."

**Recitals**

A. The Parties seek the preparation of an assessment of pavement conditions on all locally owned roadways referred to as the Pavement Management Program ("PMP").

B. The PMP will determine the pavement conditions of all locally owned streets by the Parties to identify pavement maintenance and rehabilitation treatments necessary for the state of good repair of the roadways within the region. The intended benefit of the PMP is to enable the Parties to effectively maintain their locally owned roadways and to develop improvement projects.

C. On April 15, 2020, the StanCOG Policy Board approved its Overall Work Program ("OWP") for Fiscal Year 2020-21, which identified the PMP as a priority task for StanCOG staff and has allocated funds to support preparation and oversight of the PMP.

D. On February 5, 2021, StanCOG issued a Request for Proposals for consulting services to prepare the PMP and through a competitive selection process has selected a consultant to perform the work ("Consultant").

E. The Parties desire to share the costs of the Consultant for its work on the PMP.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereto agree as follows:

**AGREEMENT**

1. Responsibilities of the Parties. StanCOG has selected the Consultant to prepare the PMP for an amount not to exceed \$578,837.00. StanCOG will administer the Consultant contract. In that role, StanCOG will convene project management meetings with the Consultant, process payments for the services of the Consultant, and coordinate with the parties on the Consultants' work effort including, but not limited to, providing the Parties with draft documents, reports, and memorandums prepared by the Consultant during the performance of the contract for the parties review, comment and input.

2. Cost Sharing and Payment.

2.1. The Parties agree to share the cost of the Consultant's services in accordance with the same percentages allocated to each Party for the Measure L "Local Control – Streets and Roads" funds, as contained in the table below. Each of the Parties acknowledge and agree the agency's share of the Consultant contract cost identified in the table below is an estimate and may be adjusted based on the scope of work and any optional tasks agreed upon by the Parties.

Member Agency	Shared Cost %	Member Agency Shared Cost	Optional Task 1: Budgetary Analysis	Optional Task 2: GIS	Optional Task 3: Training	Total Member Agency Cost
Ceres	6.36%	\$30,567.37	-	-	-	\$30,567.37
Hughson	1.26%	\$6,055.80	\$7,591.00	-	-	\$13,646.80
Modesto	35.79%	\$172,013.54	-	\$7,805.00	-	\$179,818.54
Newman	1.26%	\$6,055.80	\$7,591.00	\$4,972.00	\$6,717.00	\$25,335.80
Oakdale	3.86%	\$18,551.89	-	-	-	\$18,551.89
Patterson	4.55%	\$21,868.16	-	\$4,972.00	\$6,717.00	\$33,557.16
Riverbank	3.42%	\$16,437.17	\$7,591.00	\$4,972.00	\$6,717.00	\$35,717.17
Stanislaus County	26.98%	\$129,671.01	\$12,181.00	\$13,675.00	\$6,717.00	\$162,244.01
Turlock	15.26%	\$73,342.46	-	-	-	\$73,342.46
Waterford	1.26%	\$6,055.80	-	-	-	\$6,055.80
<b>Total</b>		\$480,619.00	\$34,954.00	\$36,396.00	\$26,868.00	\$578,837.00

2.2. Upon StanCOG's execution of an agreement with the Consultant for preparation of the PMP, each of the Parties will be invoiced by StanCOG for its share of the contribution amount, as set forth in Paragraph 2.1.

2.3. The total obligations of the Parties under this Agreement shall not exceed \$578,837.00, collectively, and the amounts identified in Paragraph 2.1 individually, unless agreed to by all the Parties in writing.

2.4. Each Party will have the opportunity to review the scope of services and cost proposal provided by the Consultant and elect optional tasks understanding the electing Party will be wholly responsible for the optional task cost, unless the task is collectively agreed upon by all the Parties and each Party will be responsible for its share of the optional task in accordance with the percentages set forth in Paragraph 2.1.

2.5. StanCOG will submit to the Parties for review all Consultant invoices for work performed under the Consulting Agreement in their jurisdiction.

3. Cooperation. The Parties agree to work cooperatively and in a timely fashion to implement the Consultant agreement. All decisions regarding changes in the scope of work to the Consultant agreement or estimated costs shall be made by the Parties and approved in writing.

4. Independent Capacity. In the performance of this Agreement, each Party, and its employees, shall act in an independent capacity and not as officers or employees of the other Party. It is understood and agreed that no Party, nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be

done by another Party under or in connection with any work, authority or jurisdiction delegated to any other Party under this Agreement.

5. ' Notice. Any notice or official communication required for which a party desires to give under this Agreement shall be in writing by certified mail, return receipt requested with appropriate postage paid, by personal delivery, by facsimile or by private courier service to the address or facsimile number set forth below for the respective party, provided that if any party gives notice of a change of name or address or number, notices to that party shall thereafter be given as demanded in that notice. All notices and demand so given shall be effective only upon receipt by the party to whom notice or demand is being given.

Stanislaus Council of Governments  
Attention: Executive Director  
2401 East Orangeburg #675-311  
Modesto, CA 95355

City of Ceres  
Attention: City Manager  
2220 Magnolia Street  
Ceres, CA 95307

City of Hughson  
Attention: City Manager  
7018 Pine Street | PO Box 9  
Hughson, CA 95326

City of Modesto  
Attention: City Manager  
1010 10th Street  
Modesto, CA 95354

City of Newman  
Attention: City Manager  
938 Fresno Street  
Newman, California 95360

City of Oakdale  
Attention: City Manager  
280 N. Third Avenue  
Oakdale CA 95361

City of Patterson  
Attention: City Manager  
1 Plaza P.O. Box 667  
Patterson, CA 95363

City of Riverbank  
Attention: City Manager  
6707 3rd Street  
Riverbank, CA

Stanislaus County  
Attention: Christopher Brady  
Public Works Department  
1716 Morgan Road  
Modesto, California 95354

City of Turlock  
Attention: City Manager  
156 S. Broadway, Ste. 230  
Turlock, CA 95380-5454

City of Waterford  
Attention: City Manager  
101 E. Street  
Waterford, CA 95386

6. No Third Party Beneficiaries. This Agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. This Agreement is not intended to affect the legal liability of the parties to this Agreement by imposing any standard of care for completing the work contemplated herein different from the standards imposed by law.

7. Compliance with Laws. Each Party to this Agreement shall be responsible for complying with all applicable federal, state, and local laws and regulations and for securing any required consent or permits. Upon written request, each Party shall provide written proof that such consent or permit was properly obtained.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. Attorney's Fees. Each party shall bear its own attorneys' fees and expenses in the preparation and review of this Agreement. In the event that any party institutes an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded.

10. Assignment. No party to this Agreement shall assign this Agreement or its rights and obligations hereunder without the written consent of all other parties to this Agreement.

11. Entire Agreement. This Agreement represents the entire agreement among the parties and supersedes all prior negotiations, representations or agreements, whether written or oral on the subject matter herein. No changes, additions or deletions, alterations or modifications of the terms and conditions of this Agreement shall be made without the written consent of all parties to this Agreement.

12. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that

any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for purposes of validity, enforceability, and admissibility.

13. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

14. Authority. By signing below, each party represents that they have the authority of their respective agency to execute and carry out the terms of this Agreement.

***\*\*\*Signatures Contained on Next Page\*\*\****

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

IN WITNESS WHEREOF, the parties hereto have signed this Cooperative Funding Agreement which shall be deemed executed when it has been sign by all parties.

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING A  
TWO-YEAR EXTENSION OF THE ENGINEERING AND TRAFFIC SURVEY (ETS) FOR  
MODIFYING SPEED LIMITS**

**WHEREAS**, on July 25, 2016 the Hughson City Council amended Ordinance 10.40.020 modifying speed limits based on an Engineering and Traffic Survey (ETS); and

**WHEREAS**, the City has not changed the speed limits on any streets since enacting the initial improvements as recommended by the 2016 ETS.; and

**WHEREAS**, the California Vehicle Code permits the recertification of an existing approved ETS upon certain criteria being met; and

**WHEREAS**, the 2016 ETS has been certified by an engineer.

**NOW, THEREFORE, BE IT RESOLVED** that the Hughson City Council does hereby recertifies and approves the 2016 ETS through 2023.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 9<sup>th</sup> day of August 2021, by the following roll call vote:

**AYES:   MAYOR CARR, BAWANAN, HILL, RUSH**

**NOES:    NONE.**

**ABSTENTIONS:  NONE.**

**ABSENT:  BUCK**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**



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

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON  
REPEALING RESOLUTION NO. 2020-69 AND  
RE-INSTATING RESOLUTION NOS. 06-113 AND 07-199.**

**WHEREAS**, the Mitigation Fee Act (Gov. Code §§ 66000, et seq.) authorizes California cities to impose development impact fees to defray costs of public facilities related to development projects; and

**WHEREAS**, under authority of the Act, the City last updated its development impact fee rates through its Resolution No. 06-113 in 2006 and Resolution No. 07-199 in 2007; and

**WHEREAS**, on November 23, 2020, the City adopted Resolution No. 2020-69 which repealed Resolution No. 06-113 and Resolution No. 07-199 and approved a new set of development impact fee rates; and

**WHEREAS**, the Building Industry Association of the Greater Valley, a California corporation ("**Association**") challenged the new development impact fee rates imposed by the City under Resolution No. 2020-69 in a lawsuit the Association filed against the City styled *Building Industry Association of the Greater Valley v. City of Hughson*, Stanislaus Superior Court Case No. CV-21-000815 ("**Lawsuit**"); and

**WHEREAS**, the Association and the City have negotiated an agreement resolving the Lawsuit whereby the City would repeal Resolution No. 2020-69 imposing the then-new development impact fees and reinstate Resolution Nos. 06-113 and 07-199 imposing the prior development impact fees;

**NOW THEREFORE, BE IT RESOLVED**, the City Council of the City of Hughson repeals Resolution No. 2020-69.

**BE IT FURTHER RESOLVED**, the City Council of the City of Hughson reinstates, effective as of the date this Resolution is passed and adopted, Resolution Nos. 06-113 and 07-199 imposing development impact fees as if they had not been repealed.

**PASSED AND ADOPTED**, by the City Council of the City of Hughson at its regular meeting held on this 13<sup>th</sup> day of September, 2021 by the following roll call votes:

»  
»  
»

**AYES: MAYOR CARR, BAWANAN, BUCK, RUSH**

**NOES: NONE.**

**ABSTENTIONS: NONE.**

**ABSENT: HILL**

**APPROVED:**



**GEORGE CARR, Mayor**

**ATTEST:**



**ASHTON GOSE, Deputy City Clerk**

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON OF  
CONCURRENCE WITH THE 2020-2021 CONSOLIDATED ANNUAL PERFORMANCE  
REPORT (CAPER)**

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

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

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

**WHEREAS**, Stanislaus County has prepared the CAPER for Fiscal Year 2020-2021 and a 15-day public review period opened on September 7, 2021. Comments received during the 15-day public review and comment period will be incorporated into the final documents prior to submittal to HUD. A public hearing was held before the County Board of Supervisors on September 21, 2021; and

**WHEREAS**, as a consortium member, the City of Hughson received a proportional share of the Fiscal Year 2020-2021 funds totaling \$192,515.

**NOW, THEREFORE, BE IT RESOLVED** that the Hughson City Council does hereby concur with the CAPER for Fiscal Year 2020-2021 and supports submittal to HUD.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 27<sup>th</sup> day of September 2021 by the following roll call vote:

**AYES: MAYOR CARR, BAWANAN, RUSH, BUCK, HILL**

**NOES: NONE.**

**ABSTENTIONS: NONE.**

**ABSENT: NONE.**

»  
»  
»

APPROVED:

  
\_\_\_\_\_  
GEORGE CARR, Mayor

ATTEST:

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

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON  
ADOPTING THE FINAL ANNUAL BUDGET OF THE CITY OF HUGHSON FOR  
FISCAL YEAR 2021-2022**

**WHEREAS**, the City Manager has submitted the Fiscal Year 2021-2022 Final Budget to the City Council for review and consideration in accordance with established policies and objectives; and

**WHEREAS**, the Fiscal Year 2021-2022 Budget is based on public comment, significant analysis of the City's needs and direction of the City Council after budget review sessions.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Hughson that the Fiscal Year 2021-2022 Final Budget is hereby approved and the General Fund, Special Revenue, Capital Project Funds, Low Income Housing, Debt Service Fund, Enterprise Funds and Redevelopment Agency Funds Budget for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022 is hereby adopted as reflected in Attachment "A", in the total amount of \$18,300,420.

**PASSED AND ADOPTED**, by the City Council of the City of Hughson at its regular meeting held on this 27th day of September 2021, by the following roll call votes:

**AYES: MAYOR CARR, BAWANAN, RUSH, BUCK, HILL**

**NOES: NONE.**

**ABSTENTIONS: NONE.**

**ABSENT: NONE.**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION 2021-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING  
SIDE LETTER AGREEMENT NO. 1 (RE: PREMIUM PAY FOR ESSENTIAL WORKERS)  
TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUGHSON AND  
OPERATING ENGINEERS LOCAL UNION NO. 3 ON BEHALF OF THE CITY OF  
HUGHSON EMPLOYEES ASSOCIATION JULY 1, 2021 TO JUNE 30, 2024,  
AND APPROVAL TO EXTEND THE PREMIUM PAY TO UNREPRESENTED  
EMPLOYEES AND MID-MANAGEMENT STAFF**

**WHEREAS**, the current Memorandum of Understanding (MOU) between the City of Hughson and Operating Engineers Local Union No. 3 on behalf of the City of Hughson Employees Association was approved on May 24, 2021, for the term of July 1, 2021 through June 30, 2024; and

**WHEREAS**, the City of Hughson (the "City") is the recipient of grant funds from the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act; and

**WHEREAS**, the City's negotiating team met in August 2021 to discuss premium pay for essential workers as allowed under the Interim Final Rule established for implementing the American Rescue Plan Act; and

**WHEREAS**,; it was determined that all City employees meet the definition of essential workers, and meet the guidelines for premium pay; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hughson does hereby approve Side Letter Agreement No. 1 (re: premium pay for essential workers) to Memorandum of Understanding between City of Hughson and Operating Engineers Local Union No. 3 on behalf of the City of Hughson Employees Association July 1, 2021 to June 30, 2024, attached hereto as "Exhibit A", authorizes the City Manager to sign the agreement, inclusive of any final edits by the City Attorney, and approves to extend the premium pay to unrepresented employees and mid-management staff.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 11<sup>th</sup> day of October, by the following vote:

**AYES: MAYOR CARR, BAWANAN, RUSH, BUCK, HILL**

**NOES: NONE.**

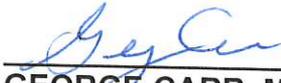
**ABSTENTIONS: NONE.**

**ABSENT: NONE.**

»

»

APPROVED:

  
\_\_\_\_\_  
GEORGE CARR, Mayor

ATTEST:

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

**SIDE LETTER AGREEMENT NO. 1  
(RE: PREMIUM PAY FOR ESSENTIAL WORKERS)  
TO MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF HUGHSON AND OPERATING ENGINEERS LOCAL UNION NO. 3  
ON BEHALF OF THE CITY OF HUGHSON EMPLOYEES ASSOCIATION  
JULY 1, 2021 TO JUNE 30, 2024**

WHEREAS, the City of Hughson (the "City") is the recipient of grant funds from the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act; the City has elected to use grant funds for the purpose of providing premium pay to employees who have performed and are performing essential work during the COVID-19 public health emergency pursuant to Section 603(c)(1)(B) of Title VI of the Social Security Act and the Department of the Treasury's Interim Final Rule thereon; and the members of the Operating Engineers Local Union No. 3 on behalf of the City of Hughson Employees Association (the "Union") are all essential workers as defined by Section 603(g)(2) of Title VI of the Social Security Act and the Department of the Treasury's Interim Final Rule thereon;

NOW THEREFORE, following sufficient consultation and meet-and-confer, the City and the Union hereby enter into this Side Letter Agreement No. 1 (this "Side Letter") to the Memorandum of Understanding entered into between the City and the Union for the period commencing on July 1, 2021 and through June 30, 2024 (the "MOU") in order to memorialize the terms and conditions of payment by the City of premium pay to essential workers in the Union as follows:

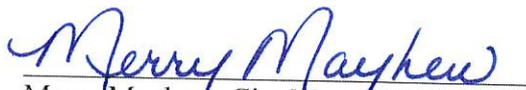
1. All Union members are eligible to receive up to \$10,000 in premium pay, payable in two installments of up to \$5,000 in October, 2021 and up to \$5,000 in July, 2022; except that Union members who are not employed by the City as of the issuance of a payment shall not be eligible to receive that payment.
2. The first installment of premium pay is for the 16-month period from March, 2020 to June, 2021 and shall be paid at the rate of \$312.50 per month (i.e. \$5,000 ÷ 16 months) for each full or partial month that the member employee worked in the period. Consequently, any member employee who began working for the City after June 30, 2021 shall not receive a first installment of premium pay.
3. The second installment of premium pay is for the 12-month period from July, 2021 to June, 2022 and shall be paid at the rate of \$416.66 per month (i.e. \$5,000 ÷ 12 months) for each full or partial month that the member employee worked in the period.
4. Payment amounts shall be calculated by the City based on the information contained in the City's personnel records. The calculations shall not be subject to the MOU's grievance process, but any member employee who believes that a payment has been miscalculated may request a meeting with the City and the Union to review the matter.
5. Premium pay is subject to applicable State and Federal taxes and all other withholdings and deductions for wages. Premium pay shall not be reported as

EXHIBIT A

pensionable wages for purposes of retirement, nor used as a basis for calculating any "special pay" (such as bilingual pay or longevity pay) or overtime.

The parties agree that the foregoing is the only issue intended to be addressed in this Side Letter and that this Side Letter does not clarify, modify, change, or otherwise alter any other term or condition of the MOU or any other issue pending between them.

**For the City of Hughson:**

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

10/12/2021  
Date

**For Operating Engineers Local Union No. 3 on behalf of the City of Hughson Employees Association:**

\_\_\_\_\_  
Russ Burns, Business Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carl Goff, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dan Reding, Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
James K. Sullivan,  
Recording-Corresponding Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jim Neep,  
Director, Public Employee Division

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Darren Semore, Business Representative

10-12-2021  
Date

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-38**

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF HUGHSON AUTHORIZING THE  
CITY MANAGER TO EXECUTE THE INSTALLMENT SALE AGREEMENT  
AMENDMENT NO. 3 FOR WELL NO. 7 REPLACEMENT AND ARSENIC TREATMENT  
WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD UNDER  
THE DRINKING WATER STATE REVOLVING FUND PROJECT NO. 5010008-011C  
AGREEMENT NO. D16-02057**

**WHEREAS**, the City of Hughson seeks financing from the State Water Resources Control Board for a project commonly known as Well No. 7 Replacement Project, also known as (Well No. 9) ("Project"); and

**WHEREAS**, the City Council recognizes the need and requirement for the City of Hughson's water system to come into compliance with the State of California's safe drinking water mandates by March 1, 2023; and

**WHEREAS**, on April 10, 2017, the City Council of the City of Hughson approved the total project cost of the Well No. 7 Replacement Project at \$8,327,753, of which the State agreed is eligible for Safe Drinking Water State Revolving Fund (DWSRF) financing with \$5,000,000 subject to contingent principal forgiveness and \$3,327,753 estimated amount of principal at a zero percent interest rate with a 30-year repayment; and

**WHEREAS**, on July 13, 2020, the City of Hughson received Installment Sale Agreement Amendment No. 2 which amends the terms of the Agreement to a full principal forgiveness in the amount of \$8,327,753; and

**WHEREAS**, on November 5, 2021, the City of Hughson received Installment Sale Agreement Amendment No. 3 which amends the terms of the Agreement to: Project Funding Amount \$12,832,762, with a Principal Forgiveness Component of \$1,153,679 and a Grant Component of \$8,470,893, which leaves a Principal balance owed by the City of \$3,208,190, with a 1.4% interest rate applied over a 30-year payment schedule for a total debt obligation of \$4,099,034.57; and

**WHEREAS**, the City agrees to the debt obligation payment schedule referred to as the California DWSRF Payment Schedule with payments commencing on January 1, 2022 and concluding on July 1, 2052; and

**WHEREAS**, the City agrees to start construction no later than December 1, 2017 and ensure completion of construction by September 30, 2022; and

**WHEREAS**, upon completion of the Well No. 7 Replacement and Arsenic Treatment, the City of Hughson will come into compliance with the State of California's safe drinking water mandate for arsenic maximum contaminant level (MCL).

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, that the City Council of the City of Hughson hereby approves and authorizes the City Manager to execute the

Installation Sale Agreement Amendment No. 3 for Well No. 7 Replacement and Arsenic Treatment with the California State Water Resources Control Board under the Drinking Water State Revolving Fund Project No. 5010008-011C Agreement No. D16-02057 and enter into the debt repayment schedule as set forth in the agreement.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regular meeting held on this 22nd day of November 2021, by the following roll call votes:

**AYES: MAYOR CARR, BAWANAN, HILL, BUCK, RUSH**

**NOES: NONE.**

**ABSTENTIONS: NONE.**

**ABSENT: NONE.**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-39**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON DECLARING  
THE RESULTS OF A PROPOSITION 218 PROTEST PROCEEDING PUBLIC  
HEARING AND ADOPTING SOLID WASTE RATES EFFECTIVE JANUARY 1, 2022**

**WHEREAS**, the City of Hughson is mandated, by the State of California through Senate Bill 1383, Assembly Bill 1826 and various other solid waste management regulations, to implement an organic waste recycling program; and

**WHEREAS**, the City may face heavy fines for not complying with the mandates; and

**WHEREAS**, rate increases will fund the mandated organic waste collection services to all residents and businesses in the City of Hughson; and

**WHEREAS**, notices were mailed to property owners of record and tenants, pursuant to Proposition 218, Section 4, Sub-Section 4 (c), now California Constitutional Articles XIII C and XIII D, (hereafter referred to as the "Proposition 218") approved by the California voters in November 1996, of a protest ballot proceeding and public hearing to be held on November 22, 2021.

**NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HUGHSON AS FOLLOWS:**

**Section 1 Public Hearing:** The City Council has conducted the Public Hearing in accordance with Proposition 218 to receive testimony and objections from the public with regards to its intention to adopt the solid waste rates for implementation of State mandated solid waste management regulations.

**Section 2 Tally of Protests:** The City Clerk has tallied the number of protests received and determined them to be less than a majority required under Proposition 218 to prevent adoption of the proposed solid waste rate increase.

**Section 3 Adoption:** The City Council hereby adopts the proposed solid waste rates set forth in Attachment A.

**Section 4 Implementation:** The City Council directs finance department staff to issue billing statements in accordance with the implementation schedule for the solid waste rates.

**PASSED AND ADOPTED** by the Hughson City Council at a regular meeting thereof held on November 22, 2021, by the following vote:

**AYES: MAYOR CARR, BAWANAN, BUCK, HILL, RUSH**

**NOES: NONE.**

**ABSTENTIONS: NONE.**

**ABSENT: NONE.**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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

**CITY COUNCIL  
CITY OF HUGHSON  
RESOLUTION NO. 2021-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING  
THE RESTATED AND AMENDED FRANCHISE AGREEMENT WITH GILTON SOLID  
WASTE MANAGEMENT, INC., FOR SOLID WASTE MANAGEMENT SERVICES AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS**, on July 1, 2015, the City and Gilton Solid Waste Management, Inc., entered into an agreement (“Agreement”) for Solid Waste Management Services for a term of ten years through June 30, 2025; and

**WHEREAS**, on November 22, 2021, the City Council held a Proposition 218 Public Hearing to increase the solid waste rates, in order to pay for the State mandated organics recycling and composting program; and

**WHEREAS**, the City Council and Gilton Solid Waste Management, Inc., desire to Restate and Amend the Franchise Agreement due to various solid waste regulations mandated by the State of California; and

**WHEREAS**, the parties to the Agreement wish to extend the term of the Agreement through calendar year 2030.

**NOW, THEREFORE**, that the City Council of the City of Hughson does hereby adopt this Resolution approving the Restated and Amended Franchise Agreement with Gilton Solid Waste Management, Inc. for solid waste management services, effective immediately, and authorizing the City Manager to sign the Agreement and related documents inclusive of any final edits by the City Attorney.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regular meeting held on this 22nd day of November 2021 by the following roll call votes:

**AYES:       MAYOR CARR, BAWANAN, BUCK, HILL, RUSH**

**NOES:       NONE.**

**ABSTENTIONS:   NONE.**

**ABSENT:     NONE.**

>  
>  
>  
>

APPROVED:

  
\_\_\_\_\_  
GEORGE CARR, Mayor

ATTEST:

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

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

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

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

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

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

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

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

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

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

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

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

»  
»  
»

AYES: MAYOR CARR, BAWANAN, RUSH, BUCK, HILL

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.

APPROVED:

  
\_\_\_\_\_  
GEORGE CARR, Mayor

ATTEST:

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

Exhibit 'A'

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

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

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

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

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

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

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

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

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

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

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

**AYES:           MAYOR CARR, BAWANAN, RUSH, BUCK, HILL**

**NOES:           NONE.**

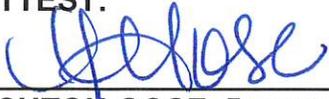
**ABSTENTIONS:   NONE.**

**ABSENT:        NONE.**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

ATTEST:



---

ASHTON GOSE, Deputy City Clerk

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

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

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

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

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

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

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

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

**AYES:           MAYOR CARR, BAWANAN, RUSH, BUCK, HILL**

**NOES:           NONE.**

**ABSTENTIONS:  NONE.**

**ABSENT:        NONE.**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

ATTEST:



---

ASHTON GOSE, Deputy City Clerk

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

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

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

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

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

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

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

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

**AYES:      MAYOR CARR, BAWANAN, RUSH, BUCK, HILL**

**NOES:      NONE.**

**ABSTENTIONS:      NONE.**

**ABSENT:      NONE.**

**APPROVED:**

  
\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

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