



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

AGENDA
MONDAY, JULY 27, 2020 – 7:00 P.M.

SPECIAL NOTICE
Coronavirus COVID-19

MEMBERS OF THE PUBLIC MAY REMOTELY OBSERVE THE MEETING AND/OR ADDRESS THE CITY COUNCIL VIA WEBEX VIDEOCONFERENCE. THIS MEETING WILL NOT INCLUDE IN PERSON PUBLIC ATTENDANCE.

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

How to observe the Meeting:

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

<https://cityofhughson.my.webex.com/cityofhughson.my/j.php?MTID=m9236aa433bc8b4310e003a4aefc248d9>

- **Join by phone by calling: 1-408-418-9388
(Meeting #/Access Code: 126 457 7566 Password: 66 62 26 22)**
- **In addition, recorded City Council meetings are posted on the City's website the first business day following the meeting. Recorded videos can be accessed with the following link: <http://hughson.org/our-government/city-council/#council-agenda>**

How to submit Public Comment:

- **Call Deputy City Clerk Ashton Gose at 209-883-4054 by 4:30 PM on July 27, 2020**
- **Email will be available prior to, and during the meeting to provide public comment for the Public Comment Period, or for a specific agenda item. Please email agose@hughson.org**
- **The WebEx Chat Feature will be available during the meeting to provide public comment for the Public Comment Period, or for a specific agenda item.**

All written comment will be kept on file as part of the office record of the City Council meeting.

CALL TO ORDER: Mayor Jeramy Young

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

FLAG SALUTE: Mayor Jeramy Young

INVOCATION: Hughson Ministerial Association

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

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

2. PRESENTATIONS: NONE.

3. CONSENT CALENDAR:

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

3.1: Approve the Minutes of the Regular Meeting of July 13, 2020.

3.2: Approve the Warrants Register.

3.3: Adopt Resolution No. 2020-41, Approving the Amended Fee Schedule and Updated Rules, Regulations and Fees for the United Samaritans Foundation Community Center, Located at 2413 3rd Street, Hughson.

3.4: Approve Designating Mayor Jeramy Young as the Voting Delegate and City Manager Merry Mayhew as the Voting Delegate Alternate for the League of California Cities Annual Conference on October 7-9, 2020.

- 3.5:** Adopt Resolution No. 2020-42, Approving the 2020-2021 Subrecipient Agreement for Community Development Block Grant (CDBG) Entitlement Funds with Stanislaus County.
- 3.6:** Adopt Resolution No. 2020-43, Accepting the Well 7 Replacement Project Phase II and Authorizing the City Clerk to File a Notice of Completion.
- 3.7:** Adopt Resolution No. 2020-44, Approving the Professional Services Agreement with Provost & Prichard Consulting Group for Contracted Engineering Design Services for 1,2,3-Trichloropropane Treatment.

4. UNFINISHED BUSINESS:

- 4.1:** Adopt Resolution No. 2020-45, Authorizing the City Manager to Execute the Installment Sale Agreement Amendment No. 2 for Well No. 7 Well Replacement and Arsenic Treatment with the California State Water Resources Control Board Under the Drinking Water State Revolving Fund Project No. 5010008-011C Agreement No. D16-02057.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

- 5.1:** **A.** Adopt Resolution No. 2020-46, Confirming Diagrams, Assessments and Reports and Levying Assessments for Fiscal Year 2020-2021 for All Landscape and Lighting Districts and Benefit Assessment Districts within the City of Hughson.
- B.** Adopt Resolution No. 2020-47, Confirming Diagrams, Assessments and Reports and Levying Assessments for Fiscal Year 2020-2021, for the Community Facilities District within the City of Hughson.

6. NEW BUSINESS:

- 6.1:** Adopt Resolution No. 2020-48, Approving and Authorizing the City Manager to Execute the County of Stanislaus CARES Act Coronavirus Relief Fund Subrecipient Agreement and Future Amendments up to the Amount of the County's Original Allocation, and Approving the City of Hughson's Spending Plan.

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager:

Deputy City Clerk:

Community Development Director:

Police Services:

City Attorney:

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

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

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

ADJOURNMENT:

WAIVER WARNING

If you challenge a decision/direction of the City Council in court, you may be limited to raising only those issues you or someone else raised at a public hearing(s) described in this Agenda, or in written correspondence delivered to the City of Hughson at or prior to, the public hearing(s).

UPCOMING EVENTS:

July 31	<ul style="list-style-type: none"> Filing Deadline: Rebuttals to Arguments For and Against Measure V, 5:00 PM
August 7	<ul style="list-style-type: none"> 2020 General Election Candidate Nomination Period Closes, 5:00 PM
August 10	<ul style="list-style-type: none"> City Council Meeting, City Hall Chambers, 7:00 PM
August 11	<ul style="list-style-type: none"> Parks, Recreation and Entertainment Commission Meeting, City Hall Chambers, 6:00 PM Tentative
August 18	<ul style="list-style-type: none"> Planning Commission Meeting, City Hall Chambers, 6:00 PM Tentative
August 24	<ul style="list-style-type: none"> City Council Meeting, City Hall Chambers, 7:00 PM

AFFIDAVIT OF POSTING**DATE:** July 23, 2020 **TIME:** . 1:45 pm**NAME:** Ashton Gose **TITLE:** Deputy City Clerk**AMERICANS WITH DISABILITIES ACT/CALIFORNIA BROWN ACT
NOTIFICATION FOR THE CITY OF HUGHSON**

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

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

Notice Regarding Non-English Speakers:

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

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

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

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



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

Meeting Date: July 27, 2020
Subject: Approval of the City Council Minutes
Presented By: Ashton Gose, Deputy City Clerk
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

Approve the Minutes of the Regular Meeting of July 13, 2020.

Background and Overview:

The draft minutes of the July 13, 2020 meeting are prepared for the Council's review.



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

**MINUTES
MONDAY, JULY 13, 2020 – 7:00 P.M.**

**SPECIAL NOTICE
Coronavirus COVID-19**

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

CALL TO ORDER: Councilmember Ramon Bawan

ROLL CALL:

Present: Councilmember Harold Hill
Councilmember Ramon Bawan
Councilmember Michael Buck (via videoconference)

Absent: Mayor Jeramy Young
Mayor Pro Tem George Carr

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

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

Heather Bailey provided an update regarding services at the Hughson Library.

2. PRESENTATIONS: NONE.**3. CONSENT CALENDAR:**

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

- 3.1: Approve the Minutes of the Regular Meeting of June 22, 2020.
- 3.2: Approve the Warrants Register.
- 3.3: Adopt Resolution No. 2020-37, Removing Former City Manager Raul Mendez, as a Signatory on the City of Hughson Bank Accounts at Bank of the West, Effective July 27, 2020.
- 3.4: Approve the City of Hughson Treasurer's Quarterly Investment Portfolio Report for March 2020.
- 3.5: Adopt Resolution No. 2020-38, Ratifying the Certification for Receipt of Funds pursuant to Paragraphs (2) or (3) of Subdivision (d) of Control Section 11.90 of the Budget Act of 2020.
- 3.6: **A.** Adopt Resolution No. 2020-39, Directing the Filing of the Annual Reports for Fiscal Year 2020-2021 for the Special Assessment Districts (Benefit Assessment Districts, Landscape and Lighting Districts, and Community Facilities District) in the City of Hughson.

B. Adopt Resolution No. 2020-40, Declaring the City Council's Intent to Levy and Collect Assessments for Fiscal Year 2020-2021 for the City of Hughson Landscape and Lighting Districts, Benefit Assessment Districts and Community Facilities District and to Set the Public Hearing for the July 27, 2020 City Council Meeting.
- 3.7: Approve the City of Hughson Treasurer's Report for April and May 2020.

HILL/BAWANAN 3-0-0-2 motion passes to approve the Consent Calendar as presented.

4. UNFINISHED BUSINESS: NONE.**5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.****6. NEW BUSINESS: NONE.**

7. CORRESPONDENCE: NONE.**8. COMMENTS:**

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

City Manager:

City Manager Mayhew informed the City Council that a Parks, Recreation and Entertainment Commission meeting will be held on July 14, 2020 and a Planning Commission meeting will be held on July 21, 2020. She also informed the City Council that the State of California has decided to change the Well 7 Replacement Project Loan from a loan to a grant.

Deputy City Clerk:

Deputy City Clerk Gose reminded the City Council that the Candidate Nomination Period for the November 2020 Election will be July 13 – August 7, 2020.

Community Development Director:

Director Simvoulakis provided clarification on the proposed Parkwood Development approval process.

Police Services:

Chief Seymour introduced the new Hughson Police Services Chief of Police Fidel Landeros and provided the City Council with the latest Crime Statistic Report.

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

Councilmember Bawanan attended several Zoom meetings, including a Hughson Chamber of Commerce Board of Directors meeting. He attended a breakfast meeting with the Hughson Ministerial Association. He thanked City staff and Hughson Police Services for hard work and reminded all to stay hydrated during this hot weather.

Councilmember Buck attended a flag dedication ceremony at Lebright Fields on July 4, 2020.

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

HILL/BAWANAN 3-0-0-2 motion passes to adjourn the regular meeting of July 13, 2020, at 7:17 P.M.

JERAMY YOUNG, Mayor

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: July 27, 2020
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Lisa Whiteside, Finance Manager
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

Approve the Warrants Register as presented.

Background and Overview:

The warrants register presented to the City Council is a listing of all expenditures paid from July 10, 2020 through July 23, 2020.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

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Check Report

By Check Number

Date Range: 07/10/2020 - 07/23/2020

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: Payable Bank-Payable Bank							
01257 0165622	1ST SECURITY & SOUND INC Invoice	07/01/2020	07/17/2020 MONITORING	Regular	0.00 0.00	149.85 149.85	53069
00009 15735 15736 15737	A.R.F. Invoice Invoice Invoice	06/25/2020 06/25/2020 06/26/2020	07/17/2020 Fire Extinguishers Fire Extinguishers Fire Extinguishers	Regular	0.00 0.00 0.00 0.00	990.93 440.72 462.96 87.25	53070
00016 123752	ABS PRESORT Invoice	07/08/2020	07/17/2020 BILL PRINTING- JULY	Regular	0.00 0.00	940.72 940.72	53071
00019 56021364 56070379	ACCOUNTEMP Invoice Invoice	07/06/2020 07/15/2020	07/17/2020 Finance Extra Help Finance Extra Help	Regular	0.00 0.00 0.00	1,689.50 654.00 1,035.50	53072
01566 INV0003912	Alexis Peltier Invoice	07/10/2020	07/17/2020 Privacy Screen for Monitor	Regular	0.00 0.00	42.12 42.12	53073
00094 287249079959X0	AT&T MOBILITY Invoice	06/19/2020	07/17/2020 PHONES	Regular	0.00 0.00	207.24 207.24	53074
00108 958099	BACKFLOW MANAGEMENT INC. Invoice	06/29/2020	07/17/2020 Service Backflow Equipment	Regular	0.00 0.00	241.22 241.22	53075
00258 1084195, 108418	CENTRAL SANITARY SUPPLY Invoice	06/25/2020	07/17/2020 Garbage bags & supplies	Regular	0.00 0.00	884.27 884.27	53076
00284 0013555070120	CHARTER COMMUNICATION Invoice	07/01/2020	07/17/2020 IP ADDRESS- PINE ST	Regular	0.00 0.00	148.68 148.68	53077
00305 INV0003910	CITY OF HUGHSON Invoice	07/01/2020	07/17/2020 LLDS & STARN PARK	Regular	0.00 0.00	6,235.01 6,235.01	53078
00310 26158728	CLARK'S PEST CONTROL Invoice	07/03/2020	07/17/2020 PEST CONTROL	Regular	0.00 0.00	110.00 110.00	53079
00332 82623	CONDOR EARTH TECHNOLOGIES Invoice	06/30/2020	07/17/2020 PROFESSIONAL SERVICES FOR WWTP	Regular	0.00 0.00	1,067.40 1,067.40	53080
00463 24048998 24072421	EXPRESS PERSONNEL SERVICE Invoice Invoice	06/17/2020 06/24/2020	07/17/2020 Extra Help- PW Extra Help- PW	Regular	0.00 0.00 0.00	1,363.44 632.32 731.12	53081
00464 IS38465	EZ NETWORK SOLUTIONS Invoice	07/01/2020	07/17/2020 IT SERVICES	Regular	0.00 0.00	3,618.40 3,618.40	53082
00527 7189	GIBBS MAINTENANCE CO Invoice	06/30/2020	07/17/2020 Janitor Services for June	Regular	0.00 0.00	803.00 803.00	53083
00528 HUGHSS-047 INV0003913	GILTON SOLID WASTE MANAGE Invoice Invoice	06/30/2020 05/31/2020	07/17/2020 STREET SWEEPING-JUNE GARBAGE SERVICE- MAY	Regular	0.00 0.00 0.00	45,031.23 1,848.84 43,182.39	53084
00546 487965509 491198636	GRANITE TELECOMMUNICATION Invoice Invoice	06/01/2020 07/01/2020	07/17/2020 PHONES PHONES	Regular	0.00 0.00 0.00	2,798.74 1,366.31 1,432.43	53085
00570	HARRIS & ASSOCIATES		07/17/2020	Regular	0.00	6,072.81	53086

Check Report

Date Range: 07/10/2020 - 07/23/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
45434	Invoice	07/13/2020	Annual Admin LLMD 18/19	0.00	6,072.81	
01567	Hopkins Technical Products, Inc	07/17/2020	Regular	0.00	335.31	53087
3620300510	Invoice	05/11/2020	Water Supplies	0.00	335.31	
00614	HUGHSON FARM SUPPLY	07/17/2020	Regular	0.00	508.18	53088
H338810	Invoice	06/03/2020	Small equipment	0.00	29.12	
H338891	Invoice	06/03/2020	Blanket P.O. Hughson Farm	0.00	6.17	
H340544	Invoice	06/15/2020	Blanket P.O. Hughson Farm	0.00	24.34	
H340573	Invoice	06/15/2020	Blanket P.O. Hughson Farm	0.00	53.92	
H340677	Invoice	06/16/2020	Small equipment	0.00	32.50	
H340851	Invoice	06/17/2020	Small equipment	0.00	30.18	
H340998	Invoice	06/18/2020	Blanket P.O. Hughson Farm	0.00	24.79	
H341095	Invoice	06/18/2020	Blanket P.O. Hughson Farm	0.00	108.94	
H341690	Invoice	06/23/2020	Small equipment	0.00	172.33	
H341700	Invoice	06/23/2020	Small equipment	0.00	25.89	
00627	HUGHSON NAPA AUTO & TRUCK	07/17/2020	Regular	0.00	216.25	53089
285821	Invoice	06/25/2020	fleet Department supplies	0.00	216.25	
01568	Manuel Espitia	07/17/2020	Regular	0.00	120.00	53090
INVO003948	Invoice	06/01/2020	Remove Beehive from Water Meter	0.00	120.00	
00611	Mid Valley Publications	07/17/2020	Regular	0.00	436.17	53091
114268	Invoice	07/16/2020	Legal Notice of Vacancy	0.00	155.35	
114269	Invoice	07/16/2020	Legal #7684	0.00	89.62	
114270	Invoice	07/16/2020	Legal #7685	0.00	95.60	
114272	Invoice	07/16/2020	Legal #7691	0.00	95.60	
00837	NORTHSTAR CHEMICAL	07/17/2020	Regular	0.00	220.10	53092
170974	Invoice	06/17/2020	CL2	0.00	220.10	
00855	OPERATING ENGINEERS LOCAL	07/17/2020	Regular	0.00	312.00	53093
INVO003937	Invoice	07/02/2020	LOCAL UNION DUES #3	0.00	312.00	
00879	PG & E	07/17/2020	Regular	0.00	124.02	53094
INVO003909	Invoice	06/25/2020	UTILITIES	0.00	124.02	
00901	PREFERRED ALLIANCE, INC.	07/17/2020	Regular	0.00	78.54	53095
0157960-IN	Invoice	06/30/2020	OFF-SITE PARTICIPANT	0.00	78.54	
01000	SEEGER'S	07/17/2020	Regular	0.00	324.70	53096
0134463-IN	Invoice	07/09/2020	Violation Stickers- Code Enf	0.00	324.70	
01009	SHRED-IT USA LLC	07/17/2020	Regular	0.00	165.08	53097
8180056193	Invoice	07/07/2020	Shredding	0.00	165.08	
01422	Stanislaus Council of Government StanCOG	07/17/2020	Regular	0.00	523.00	53098
INVO003938	Invoice	07/14/2020	20/21 Dues	0.00	523.00	
01033	STANISLAUS COUNTY	07/17/2020	Regular	0.00	12,094.00	53099
R20-517737	Invoice	07/10/2020	20/21 1st Qtr Debt Service	0.00	1,190.00	
R20-517738	Invoice	07/10/2020	20/21 1st Qtr Operational cost	0.00	10,904.00	
01049	STANISLAUS COUNTY	07/17/2020	Regular	0.00	3,410.01	53100
INVO003908	Invoice	07/01/2020	LAFCO Annual Fees	0.00	3,410.01	
01040	STANISLAUS COUNTY SHERIFF	07/17/2020	Regular	0.00	83,169.98	53101
1920-199	Invoice	06/25/2020	Law Enforcement Services May 2020	0.00	83,169.98	
01090	SUTTER HEALTH PLUS	07/17/2020	Regular	0.00	12,282.70	53102
1287675	Invoice	07/02/2020	MEDICAL INSURANCE- AUGUST	0.00	12,282.70	
01093	SYNAGRO WEST, LLC	07/17/2020	Regular	0.00	7,197.12	53103
15704	Invoice	06/30/2020	SLUDGE REMOVAL	0.00	7,197.12	

Check Report

Date Range: 07/10/2020 - 07/23/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01264	VERIZON WIRELESS	07/17/2020	Regular			
9857370307	Invoice	06/24/2020	MIFI DEVICES/ CAMERAS	0.00	152.04	53104
9857370308	Invoice	06/24/2020	MIFI DEVICES/ CAMERAS	0.00	228.06	
9857370309	Invoice	06/24/2020	TABLETS FOR SCADA	0.00	76.02	
01189	VICTOR RIVERA CONCRETE	07/17/2020	Regular			
1210	Invoice	06/25/2020	Sidewalk Repair	0.00	900.00	53105
00168	W.H. BRESHEARS	07/17/2020	Regular			
380269	Invoice	06/10/2020	FUEL	0.00	1,183.89	53106
01206	WARDEN'S OFFICE	07/17/2020	Regular			
2032541-0	Invoice	07/07/2020	MISC OFFICE SUPPLIES	0.00	409.34	53107
2032541-1	Invoice	07/08/2020	MISC OFFICE SUPPLIES	0.00	20.19	
2033121-0	Invoice	07/15/2020	MISC OFFICE SUPPLIES	0.00	69.80	

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	62	39	0.00	196,951.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	62	39	0.00	196,951.06

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	62	39	0.00	196,951.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	62	39	0.00	196,951.06

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	7/2020	196,951.06
			196,951.06



CITY COUNCIL AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: July 27, 2020
Subject: Approval to Adopt Resolution No. 2020-41, Approving an Amended Fee Schedule and Updated Rules, Regulations and Fees for the United Samaritan Foundation Community Center, Located at 2413 3rd Street, Hughson
Enclosures: Current Rules, Regulations and Fees (Changes Highlighted)
Budget Comparison Report FY 17/18, FY 18/19, & FY 19/20
Janitorial Cost Estimate, Gibbs Maintenance Co.
Presented By: Ashton Gose, Management Analyst
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

Adopt Resolution No. 2020-41, approving the Amended Fee Schedule and Updated Rules, Regulations and Fees for the United Samaritans Foundation Community Center, located at 2413 3rd Street, Hughson.

Background and Overview:

The main purpose of the United Samaritans Foundation Community Center is to provide the Hughson community a centralized location for: educational enrichment, community development, community service, learning and prevention programs, community awareness activities, family development programs, and civic or business-related activities.

Currently, the Center is utilized by local non-profit organizations such as, Taste of Hughson, Boy & Girl Scouts, Youth Football, etc., for short term meetings, and/or special events. The current Rules, Regulations and Fees limit the use of the Center to a maximum four (4) hour block, and do not allow for private events. The rental of the Center for private events including birthday parties, anniversary parties, wedding receptions, etc., would allow the City to generate revenue that could be used for maintenance costs and continue to provide a Center for community use.

Stanislaus County Community Services Agency currently leases the lobby and office spaces of the building. This lease, at a rate of \$1198 per month, provides for the majority of the revenue received for the Center. However, even with this ongoing revenue source, the USF Community Center Fund continues to remain in the negative each fiscal year. A Budget Comparison Report for the USF Community

Center Fund is attached to show the revenue versus maintenance expenses for the Fiscal Years 2017-18, 2018-19, and 2019-20.

Discussion:

Staff is recommending an update to the Rules, Regulations and Fees for the United Samaritans Foundation Community Center. The updated document is attached for review, and changes are highlighted.

Some of the major changes to the document include:

- **Rental Times**

Updated to include specified time blocks for private event use, since the lobby and office spaces are occupied during normal business hours Monday through Friday.

- **Definition of Renters**

Updated to include “Private Groups”.

- **Security**

Added a security requirement for any event where alcoholic beverages are to be served; and

- **Rental Rates**

Updated to include a cleaning fee, and increased rates.

Renter Classification	Monday-Friday 7:00am-5:00pm	Monday-Friday 5:00pm-11:00pm	Saturday or Sunday 7:00am-11:00pm	Damage Deposit
	Rental Rate	Rental Rate	Rental Rate	
A. Private Groups				
Hughson Svc Area	N/A	\$200.00	\$300.00	\$500.00
Outside Svc Area	N/A	\$300.00	\$400.00	\$500.00
B. Short-term Meeting/Special Events (Minimum of 4 hours Monday - Friday)				
Hughson Svc Area	\$25.00	\$25.00	\$300.00	\$500.00
Outside Svc Area	\$35.00	\$35.00	\$400.00	\$500.00
C. City -sponsored Event	\$0.00	\$0.00	\$0.00	\$0.00
D. United Samaritan Foundation Sponsored Event	\$0.00	\$0.00	\$0.00	\$0.00
City Agreement	AS SPECIFIED IN INDIVIDUAL AGREEMENTS			

Parks, Recreation and Entertainment Commission Action:

On July 14, 2020, the Hughson Parks, Recreation and Entertainment Commission considered amending the Fee Schedule and updating the Rules, Regulations and Fees for the United Samaritans Foundation Community Center. After discussion and deliberation, the Commission made a recommendation to the Hughson City Council to approve the adoption of a Resolution, amending the Fee Schedule and updating the rules, regulations and fees for the United Samaritans Foundation Community Center, located at 2413 3rd Street, Hughson.

Fiscal Impact:

The proposed increase would go into effect on August 1, 2020. Due to the COVID-19 Pandemic, City facility rental applications are no longer being accepted. Increases in revenue will likely be realized in Fiscal Year 2020-2021, dependent on the status of the current COVID-19 Pandemic.

UNITED SAMARITANS FOUNDATION COMMUNITY CENTER
2413 3rd Street
RULES, REGULATIONS AND FEES

The Third Street Project is the result of a public/private partnership between United Samaritans Foundation and the City of Hughson. ~~The gift to the community has created an opportunity for a number of community partnerships that will enrich the lives of many.~~ The United Samaritans Foundation Community Center brings together a vision of a community collaborative to provide for a healthy community where each individual and family can prosper. ~~The United Samaritans Foundation Community Center is intended to provide a centralized location for: educational enrichment, community development community service, learning and prevention programs, community awareness activities, family development programs, and civic or business-related activities.~~ Through the life of this community dream, our community members can begin to develop life skills for the future.

The following rules, regulations, and fees are adopted by the City Council of the City of Hughson, which operate the Community Center, and has administrative control of its use. These rules shall govern the use of the Community Center. The City Manager (all references herein to City Manager include his/her designee) shall be in charge of administering these rules and regulations. Any deviation from the rules will constitute a violation and the City Manager may deny the renter (person, group or organization) further use of the Center. A decision of the City Manager may be appealed to the City Council by filing a written notice with the City Clerk within ten (10) days of the decision; the City Clerk will set the matter for hearing before the next City Council meeting that is more than ten (10) days from the date of filing of the appeal. The decision of the City Council shall be final.

~~The City Council will be advised by the United Samaritan Foundation Community Center Advisory Committee, which will consist of; the City Manager, Public Works Manager, Community Service Coordinator, (2) representatives from the United Samaritans Foundation, (2) representatives from the City of Hughson. The United Samaritans Foundation Community Center Advisory Board will meet every other month, or as needed to advise the City Council of matters of importance.~~

~~The United Samaritans Foundation Community Center will not be used for functions such as wedding receptions, parties, private or public dances.~~

For ~~the purpose of~~ clarification, the term "Hughson Service Area" as used throughout these rules and regulations shall be defined as the Hughson mail service boundaries (95326).

1. **Rental Application.** Applications for Center use are available at City Hall, 7018 Pine Street, Hughson, California. Completed and approved applications constitute a legal contract and shall be signed by an individual twenty-one (21) years of age or older who represents the group or organization desiring the use of the building. The individual affixing his or her signature to the application assumes the responsibility and liability for themselves and/or the organization or group he or she represents in the use of the Community Center. Address and telephone number verification is required of the applicant to the City staff. Please be prepared to display your current California driver's license. Additional identification may be requested as deemed necessary by City staff.

2. **Scheduling Reservations.** Arrangements and scheduling for use of the Community Center will be made through ~~the Community Services Coordinator, or~~ an authorized staff representative at City Hall, 7018 Pine Street, Hughson, California 95326, phone (209) 883-4054.

3. **Single Event Requirement.** A rental reservation is a reservation for a period of time within the operating hours set forth in Section 6. No rental reservation may be for more than one (1) day's full operating hours, and no renter may have more than one (1) rental reservations outstanding at any time, except as may be approved by the City Manager, or as provided by separate agreement (Section 8.H). All rental reservations must be made at least five (5) working days prior to the planned activity. Each rental reservation will be regarded as a separate application (see Section 4).

4. **Usage.** Sub-leasing of the Center is prohibited. Notwithstanding any other provision of these Rules, if more than one (1) renter shall request use of the Center for a particular time period, and no reservation has yet been made for that time period, a City of Hughson, or United Samaritan Foundation sponsored event shall have priority of use.

5. **Payment of Rental Fee, Deposits, and Cancellations.** The total rental fee for use of the Center must be paid at the time of the reservation. ~~Remaining fees are due no later than two weeks prior to the scheduled event.~~ If, after all fees are paid and prior to the activity the renter desires to cancel the activity, they must ~~announce this cancellation~~ ~~inform the City in writing,~~ a minimum of fifteen (15) working days before the scheduled event, ~~in order to obtain a full refund of rental fees, less a \$40.00 administrative fee for the cancelation.~~ Failure to give fifteen (15) working days' notice will result in the City retaining one-half (1/2) of the rental fee. ~~When the required fifteen (15) working days' notice is given, a Twenty-Five Dollar (\$25.00) administrative fee will be assessed. Any cancellation must be made in writing, forms are available at City Hall.~~

6. **Rental Times.** Rental of the Center shall normally be based on the following schedule. ~~Each time period is a separate time period.~~

Monday Through Thursday Monday Through Thursday	*7:00 am to 12:00 Midnight 5:00pm 5:00pm to 11:00pm
Friday Friday	*7:00 am to 12:00 Midnight 5:00pm 5:00pm to 11:00pm
Saturday Sunday	7:00 am to 12:00 Midnight 11:00pm 7:00 am to 12:00 Midnight 11:00pm

~~Activities must not begin earlier or end later than the rental times listed above unless written approval is given.~~

Time periods marked with (*) will only be utilized by Renters defined in Section 7.B for a maximum four (4) hour rental.

7. **Definition of Users Renters.** The following definitions will assist the City of Hughson in determining which category to place potential renters and from that category assign the appropriate rental rate as established under Section

~~**A Meetings/Special Events.** Groups utilizing the facility a maximum of four (4) hours.~~

A. Private Groups. Private groups include functions of private individuals, such as wedding receptions, parties, not opened to the public, utilizing the facility Monday through Friday from 5:00 pm to 11:00 pm, and/or Saturday and Sunday from 7:00 am to 11:00 pm.

B. Short-term Meetings/Special Events. Groups, as defined in C, D or E below, utilizing the facility a maximum of four (4) hours from 7:00 am to 11:00 PM Monday through Friday.

C. Service Clubs and Fraternal Organizations. Groups in this category include, but are not limited to, such groups as the Rotary Club, Sports Organizations, 20th Century Club, Odd Fellows, Fruit and Nut Festival and the Chamber of Commerce. ~~A short-term meeting is defined as a meeting not to exceed two (2) hours in duration.~~

D. Youth Groups. Youth Groups include, but are not limited to, Boy Scouts, Girl Scouts, 4-H Club, FFA, Youth Center Organization and similar groups. ~~A short-term meeting is defined as a meeting not to exceed two (2) hours in duration.~~

E. Governmental Services. General services provided by a governmental agency to any or all citizens in the community including, but not limited to, the City, County, State, Social Security, Veterans, etc.

F. City of Hughson Sponsored Activities. Activities of groups and organizations sponsored by the City.

G. Religious Organizations. The Center will not be used as a substitute for a church or religious building, nor for church or religious services, however it can be used for business, or educational related meetings.

H. Organizations, Groups and City Agreements. The City, by the City Manager, from time to time, may enter into agreements with organizations and groups for use of the Center. Said agreement may establish rental rates and use of the Center different than the rules of use as established herein. The decision to grant such an agreement may be appealed by any interested party or citizen to the Council in accordance with the procedure set forth in the second paragraph of these rules.

8. **Rental Rates.** The following rates are for **a full** rental time periods as described in Section 6. ~~and include full use of the rooms as shown on Exhibit "C". Use for less than a full rental time period will be prorated, except that the damage deposit and key deposit will not be prorated.~~ To confirm reservations, the total amount of rental fee must be paid on the day of application. **The** damage deposit is due at least two (2) weeks prior to **the** rental date. If **the** deposit is made after the two-week period prior to rental date, it shall be cash only.

Renter	Weekday Rate	Weekend Rate	Damage	Key
Classification	(Mon-Thurs)	(Fri-Sun)	Deposit	Deposit

**A. Meeting/
Special Events**

1. Hughson Svc Area	\$50.00	\$50.00	\$150.00	\$10.00
2. Outside Svc Area	\$75.00	\$75.00	\$150.00	\$10.00

B. Clubs/Organizations

1. Hughson Svc Area	\$50.00	\$50.00	\$150.00	\$10.00
2. Outside Svc Area	\$75.00	\$75.00	\$150.00	\$10.00
3. Short Term Meeting				
Hughson Svc Area	\$10.00			
Outside Svc Area	\$15.00			

Renter	Weekday Rate	Weekend Rate	Damage	Key
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~~Classification (Mon-Thurs) (Fri-Sun) Deposit Deposit~~

C. Youth Groups

1. Hughson Svc Area	\$25.00	\$50.00	\$150.00	\$10.00
2. Outside Svc Area	\$50.00	\$50.00	\$150.00	\$10.00
3. Short Term Meeting				
Hughson Svc Area	\$10.00			
Outside Svc Area	\$15.00			

D. Government Svcs

1. City of Hughson	\$0.00	\$0.00	\$0.00	\$0.00
2. Other Agencies	\$50.00	\$50.00	\$150.00	\$10.00
3. Hughson Schools	\$25.00	\$25.00	\$150.00	\$10.00

Renter Classification	Monday-Friday 7:00am-5:00pm Rental Rate	Monday-Friday 5:00pm-11:00pm Rental Rate	Saturday or Sunday 7:00am-11:00pm Rental Rate	Damage Deposit
A. Private Groups				
Hughson Svc Area	N/A	\$200.00	\$300.00	\$500.00
Outside Svc Area	N/A	\$300.00	\$400.00	\$500.00
B. Short-term Meeting/Special Events (Minimum of 4 hours Monday - Friday)				
Hughson Svc Area	\$25.00	\$25.00	\$300.00	\$500.00
Outside Svc Area	\$35.00	\$35.00	\$400.00	\$500.00
C. City -sponsored Event	\$0.00	\$0.00	\$0.00	\$0.00
D. United Samaritan Foundation Sponsored Event	\$0.00	\$0.00	\$0.00	\$0.00
City Agreement	AS SPECIFIED	IN INDIVIDUAL	AGREEMENTS	

9. **Damage and Cleaning Deposit and Refund.** In addition to the regular rental rate, a damage deposit will be collected by the City to cover the cost of breakage, loss, or excessive custodial time. The City may call a renter to correct an improper condition to save the renter from being assessed a custodial fee. It is suggested that the renter give several phone numbers.

Prior to the next rental time of the building, a check of the building will be made by the City. Any charges for breakage, loss, excessive cleaning, or other custodial duty shall be deducted from the deposit and withheld by the City. Any costs exceeding the deposit will be billed to the renter. The deposit or balance thereof will be refunded to the person or organization whose name appears on the rental application.

10. **Keys.** The keys for the facility shall be picked up at City Hall, 7018 Pine Street, Hughson, between 8:00 am and 4:00pm on the last working day before the scheduled rental. ~~There is a Ten Dollars (\$10.00) cash key deposit required at the time the key is picked up. This deposit will be refunded if the key is returned on the~~

~~next working day following the rental. Keys not returned will be subject to forfeiture of the key deposit. A damage deposit will not be returned until all keys are returned. There will be a One Hundred Fifty Dollar (\$150.00) charge for all lost keys or for keys not returned within five (5) working days after the activity.~~ Keys should be returned on the next working day following the rental. If keys are lost or not returned within five (5) working days, the renter will be subject to pay a re-key fee for the Center which shall be equal to the actual cost to re-key the facility.

The issuance of the keys does not authorize early entry. Keys are to be used for the scheduled rental time only and violation of this trust may result in additional rental charges being levied. **Duplication of keys is prohibited.**

11. Cleanup – Custodial. ~~The City of Hughson offers no custodial services with the rental of the facility.~~ For Private Groups, and weekend use, a cleaning fee of One Hundred Forty-Five Dollars (\$145.00) is included in the rental fee for the Center. The renter is responsible for cleaning all tables, and chairs, ~~other furniture, and equipment used, and floors of all rooms. All equipment is to be cleaned and returned to its proper place by the renter.~~ Tables and chairs must be properly stacked and returned to the storage area and/or placed as they were prior to the renter's activity. All cleaning activities must be completed immediately following the event. The building will be inspected at 8:00 am the day following.

12. Alcoholic Beverages. Alcoholic beverages for private consumption are allowed in the Center with the following exceptions:

1. No alcoholic beverages will be served at any event where the majority of participants are under twenty-one (21) years of age.
2. ~~No alcoholic beverages other than wine may be served.~~
3. Renter shall not allow any alcoholic beverages in an open container in or out of the building at any time.
4. No alcoholic beverages are to be consumed outside the building or within any parking lots, or streets.
5. For sale of alcoholic beverages in this facility, the renter and/or caterer must secure either, or both of the following:
 - a. A twenty-four (24) hour on sale liquor permit issued by the Alcoholic Beverage Control Board of California for the day and place specified.
 - b. A current liquor catering license issued by the Alcoholic Beverage Control Board of California.
6. Violation of any of the above will result in the activity being closed down.

7. A curfew hour of ~~12:00-midnight~~ 11:00 PM shall be observed. All alcoholic beverages shall be removed from public view and not available for consumption after ~~midnight~~ 11:00 PM.

13. Security. Any event where alcoholic beverages are to be served will require security officers. Security for other events may be required, at the discretion of the City of Hughson, and will be based on the type of activity being proposed. Security arrangements shall be made through any of the City of Hughson's approved security firms, which is provided at the time of reservation or Hughson Police Services (209) 883-4052. Approved security must be present for the duration of time the renter's guests, invitees, and all other persons who enter the facility during the rental period, excluding those individuals who remain present after the event has ended to assist in cleaning.

Proof of security must be provided to City Staff prior to the scheduled event. Failure to provide said proof will result in the reservation being canceled.

14. Accidents/Insurance. All renters of the Center will be held liable for any accidents occurring during their usage of the Center. All renters shall have insurance to cover their event. ~~If you find it impossible or impractical to obtain coverage as noted herein, the City of Hughson has made available insurance for one-time special events through Diversified Risk. Insurance through Diversified Risk will satisfy our proof of liability requirements. Please ask our staff for more information about Diversified Risk premiums if you are interested in obtaining coverage. The cost of the insurance shall be based on the hazard class under which the event falls. The hazard class has been predetermined by the insurance carrier. The insurance cost shall be in addition to the standard rental rate as outlined in Section 8 of these rules and regulations. The cost of the insurance will be determined when the completed applications are returned to the City.~~ A certificate of insurance with a company approved by the City Attorney evidencing bodily injury liability in the amount of One Million Dollars (\$1,000,000) for each person, One Million Dollars (\$1,000,000) for each occurrence, and property damage liability coverage in the amount of One Hundred Thousand Dollars (\$100,000) for each occurrence, naming the City of Hughson and the United Samaritan Foundation as additional insured, shall be filed with the City Clerk. Failure to provide timely proof of insurance shall result in the cancellation of the reservation.

15. Rental Responsibility for Control of Activity. It shall be the responsibility of the renter to maintain the peace and quiet of the neighborhood. Should the police be called because of a complaint consisting of, but not limited to:

- a. Excessive/loud noise
- b. Disturbance of neighbors
- c. Fighting

- d. Drinking alcoholic beverages outside the Center
- e. Littering

The renter shall be required to pay a service fee in addition to previously paid fees for all costs involving a response to a complaint. This may also result in an immediate canceling of the event with violators subject to arrest and/or citation.

16. Parking Lots – Outside Areas. The parking lots and areas immediately surrounding the building are the responsibility of the renter and shall be included in clean up.

17. Maximum Capacities. The number of people that can safely move about, as determined by the Fire Chief, shall not be exceeded. Room capacities are posted in each room.

18. Occupancy Permit. It is required by state law, ~~that the applicant shall be responsible that any activity held in a public owned building with fifty (50) or more people in attendance must have an~~ for obtaining an occupancy permit for the activity. This permit is obtained at City Hall, 7018 Pine Street, but must be approved and signed by the Fire Chief. There is no charge for this permit.

19. Positions of Doors during Activity. During the entire activity, all doors shall remain closed to ensure noise to surrounding properties is kept to a minimum.

20. Decorations. All decorations shall be of fire-retardant material, including table coverings. Nothing may be attached to walls, ceilings, or furniture with tacks or staples. Only masking tape may be used on walls, ceilings, doors, and windows. Nothing may be attached to light fixtures. Grapes and/or berries are not allowed for use in decorating.

Additional equipment to be brought in must be approved by the City Manager.

The renter is responsible for any damage caused by decorations.

21. Use of Special Effects. Smoke screens, smoke bombs or any device to produce smoke is not allowed. If the renters set off the smoke detectors or smoke alarms, they shall be responsible for all costs to turn off and reset alarms.

22. All Rules, Regulations and Fees. The rules and regulations developed by the City of Hughson are designed to protect and preserve the United Samaritans Foundation Community Center so that it can be made available for community. Please do not inconvenience anyone's right to use the building by not carrying out your contractual and civil obligations. All fees, rules and regulations are subject to change without notice.

Directions given by the City Manager with respect to the use of the United Samaritans Foundation Community Center, and are not contrary thereto, shall have the same force as these rules and regulations.

**CITY OF HUGHSON MUNICIPAL CODE SECTION 8.24.040 PROHIBITS SMOKING
IN ALL PUBLIC BUILDINGS**



Hughson

Budget Comparison Report

Account Summary

Account Number		2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2019-2020 MID YEAR	2020-2021	Increase / (Decrease)	
Fund: 280 - USF COMMUNITY CENTER								
Revenue								
280-2810-46020	RENTAL REVENUE	14,792.00	16,215.50	13,573.50	14,500.00	0.00	-14,500.00	-100.00%
	Total Revenue:	14,792.00	16,215.50	13,573.50	14,500.00	0.00	-14,500.00	-100.00%
Expense								
280-2810-60010	OFFICE SUPPLIES	206.19	203.57	193.21	200.00	0.00	-200.00	-100.00%
280-2810-60020	DEPARTMENT SUPPLIES	475.64	488.93	49.70	1,000.00	0.00	-1,000.00	-100.00%
280-2810-60080	UTILITIES	5,482.60	6,159.72	5,620.94	6,000.00	0.00	-6,000.00	-100.00%
280-2810-62010	MAINTENANCE BUILDINGS AND	1,553.48	1,478.86	1,741.81	2,100.00	0.00	-2,100.00	-100.00%
280-2810-62030	MAINTENANCE OF EQUIPMENT	248.07	423.73	623.39	700.00	0.00	-700.00	-100.00%
280-2810-64040	MISCELLANEOUS	0.00	0.00	0.00	300.00	0.00	-300.00	-100.00%
280-2810-66000	TRANSFER OUT	7,620.00	7,620.00	7,620.00	7,620.00	0.00	-7,620.00	-100.00%
	Total Expense:	15,585.98	16,374.81	15,849.05	17,920.00	0.00	-17,920.00	-100.00%
Total Fund: 280 - USF COMMUNITY CENTER:		-793.98	-159.31	-2,275.55	-3,420.00	0.00	3,420.00	-100.00%
Report Total:		-793.98	-159.31	-2,275.55	-3,420.00	0.00	3,420.00	-100.00%

Budget Comparison Report

Group Summary

Account Typ...	2017-2018	2018-2019	2019-2020	Parent Budget	Comparison 1	Comparison 1	%
	Total Activity	Total Activity	YTD Activity Through Jun	2019-2020 MID YEAR	Budget	to Parent Budget	
Fund: 280 - USF COMMUNITY CENTER							
Revenue	14,792.00	16,215.50	13,573.50	14,500.00	0.00	-14,500.00	-100.00%
Expense	15,585.98	16,374.81	15,849.05	17,920.00	0.00	-17,920.00	-100.00%
Total Fund: 280 - USF COMMUNITY CENTER:	-793.98	-159.31	-2,275.55	-3,420.00	0.00	3,420.00	-100.00%
Report Total:	-793.98	-159.31	-2,275.55	-3,420.00	0.00	3,420.00	-100.00%

Fund	2017-2018 Total Activity	2018-2019 Total Activity	2019-2020 YTD Activity Through Jun	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
				2019-2020 MID YEAR	2020-2021	Increase / (Decrease)	
280 - USF COMMUNITY CENTER	-793.98	-159.31	-2,275.55	-3,420.00	0.00	3,420.00	-100.00%
Report Total:	-793.98	-159.31	-2,275.55	-3,420.00	0.00	3,420.00	-100.00%

W.H. GIBBS MAINTENANCE CO.

JANITORIAL CONTRACTORS SINCE 1972

ST. CONT. LIC. #428671

JANITORIAL SERVICES REGISTRATION JS-LR-000013886

P.O BOX 161 • TURLOCK, CA 95381 • 209-632-7039

June 5, 2020

Hughson Community Center
2413 Third Street
Hughson, Ca. 95326

P: 883-4054

E: arice-peltier@hughson.org

Att: Alexis Rice-Peltier
Re: Hughson Community Center Event Clean up

Dear Alexis,

Thank you, for requesting an estimate for the event clean ups of the above referenced property. Please find it below.

AREAS TO BE DONE: HALL, FOOD PREP AREA, LOBBY, RESTROOMS (TWO IN NUMBER)
AND HALLWAY

COST PRE TIME: \$ 145.00

Please let me know if you have any questions.

Thank you,



Estimator, Elvia Hernandez
W.H. Gibbs Maintenance Co. Inc.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-41

A RESOLUTION OF THE HUGHSON CITY COUNCIL APPROVING AN AMENDED FEE SCHEDULE AND UPDATED RULES, REGULATIONS AND FEES FOR THE UNITED SAMARITAN FOUNDATION COMMUNITY CENTER, LOCATED AT 2413 3RD STREET, HUGHSON

WHEREAS, the main purpose of the United Samaritan Foundation Community Center is to provide the Hughson community a facility for people to get together through various community and non-profit purposes and educational projects; and

WHEREAS, the rental of the United Samaritan Foundation Community Center for private events is the only opportunity the City has to generate revenue to continue to provide a facility for non-profit use, as well as community use; and

WHEREAS, the City of Hughson Parks, Recreation and Entertainment Commission and the City of Hughson Staff recently reviewed the current fees and Rules, Regulations and Fees for the United Samaritan Foundation Community Center; and

WHEREAS, the City of Hughson Parks, Recreation and Entertainment Commission and the City of Hughson Staff recommends an increase in fees, and an update to the Rules, Regulations, and Fees for the United Samaritan Foundation Community Center.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hughson does hereby approve an Amended Fee Schedule shown in Exhibit A and Updated Rules, Regulations and Fees as shown in Exhibit B, for the United Samaritan Foundation Community Center, located at 2413 3rd Street, Hughson, which will take effect August 1, 2020.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 27th day of July by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

»
»
»
»

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

**CITY OF HUGHSON
 UNITED SAMARITAN FOUNDATION COMMUNITY CENTER
 FEE SCHEDULE**

Renter Classification	Monday-Friday 7:00am-5:00pm	Monday-Friday 5:00pm-11:00pm	Saturday or Sunday 7:00am-11:00pm	Damage Deposit
	Rental Rate	Rental Rate	Rental Rate	
A. Private Groups				
Hughson Svc Area	N/A	\$200.00	\$300.00	\$500.00
Outside Svc Area	N/A	\$300.00	\$400.00	\$500.00
B. Short-term Meeting/Special Events (Minimum of 4 hours Monday - Friday)				
Hughson Svc Area	\$25.00	\$25.00	\$300.00	\$500.00
Outside Svc Area	\$35.00	\$35.00	\$400.00	\$500.00
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D. United Samaritan Foundation Sponsored Event	\$0.00	\$0.00	\$0.00	\$0.00
City Agreement	AS SPECIFIED IN INDIVIDUAL AGREEMENTS			

UNITED SAMARITANS FOUNDATION COMMUNITY CENTER
2413 3rd Street
RULES, REGULATIONS AND FEES

The Third Street Project is the result of a public/private partnership between United Samaritans Foundation and the City of Hughson. The United Samaritans Foundation Community Center brings together a vision of a community collaborative to provide for a healthy community where each individual and family can prosper. Through the life of this community dream, our community members can begin to develop life skills for the future.

The following rules, regulations, and fees are adopted by the City Council of the City of Hughson, which operate the Community Center, and has administrative control of its use. These rules shall govern the use of the Community Center. The City Manager (all references herein to City Manager include his/her designee) shall be in charge of administering these rules and regulations. Any deviation from the rules will constitute a violation and the City Manager may deny the renter (person, group or organization) further use of the Center. A decision of the City Manager may be appealed to the City Council by filing a written notice with the City Clerk within ten (10) days of the decision; the City Clerk will set the matter for hearing before the next City Council meeting that is more than ten (10) days from the date of filing of the appeal. The decision of the City Council shall be final.

For clarification, the term "Hughson Service Area" as used throughout these rules and regulations shall be defined as the Hughson mail service boundaries (95326).

1. **Rental Application.** Applications for Center use are available at City Hall, 7018 Pine Street, Hughson, California. Completed and approved applications constitute a legal contract and shall be signed by an individual twenty-one (21) years of age or older who represents the group or organization desiring the use of the building. The individual affixing his or her signature to the application assumes the responsibility and liability for themselves and/or the organization or group he or she represents in the use of the Community Center. Address and telephone number verification is required of the applicant to the City staff. Please be prepared to display your current California driver's license. Additional identification may be requested as deemed necessary by City staff.
2. **Scheduling Reservations.** Arrangements and scheduling for use of the Community Center will be made through an authorized staff representative at City Hall, 7018 Pine Street, Hughson, California 95326, phone (209) 883-4054.

3. **Single Event Requirement.** A rental reservation is a reservation for a period of time within the operating hours set forth in Section 6. No rental reservation may be for more than one (1) day's full operating hours, and no renter may have more than one (1) rental reservations outstanding at any time, except as may be approved by the City Manager, or as provided by separate agreement (Section 8.H). All rental reservations must be made at least five (5) working days prior to the planned activity. Each rental reservation will be regarded as a separate application (see Section 4).

4. **Usage.** Sub-leasing of the Center is prohibited. Notwithstanding any other provision of these Rules, if more than one (1) renter shall request use of the Center for a particular time period, and no reservation has yet been made for that time period, a City of Hughson, or United Samaritan Foundation sponsored event shall have priority of use.

5. **Payment of Rental Fee, Deposits, and Cancellations.** The total rental fee for use of the Center must be paid at the time of the reservation. Remaining fees are due no later than two weeks prior to the scheduled event. If, after all fees are paid and prior to the activity the renter desires to cancel the activity, they must inform the City in writing, a minimum of fifteen (15) working days before the scheduled event, in order to obtain a full refund of rental fees, less a \$40.00 administrative fee for the cancelation. Failure to give fifteen (15) working days' notice will result in the City retaining one-half (1/2) of the rental fee.

6. **Rental Times.** Rental of the Center shall normally be based on the following schedule.

Monday Through Thursday	*7:00 am to 5:00pm
Monday Through Thursday	5:00pm to 11:00pm
Friday	*7:00 am to 5:00pm
Friday	5:00pm to 11:00pm
Saturday	7:00 am to 11:00pm
Sunday	7:00 am to 11:00pm

Time periods marked with (*) will only be utilized by Renters defined in Section 7.B for a maximum four (4) hour rental.

7. **Definition of Renters.** The following definitions will assist the City of Hughson in determining which category to place potential renters and from that category assign the appropriate rental rate as established under Section

A. Private Groups. Private groups include functions of private individuals, such as wedding receptions, parties, not opened to the public, utilizing

the facility Monday through Friday from 5:00 pm to 11:00 pm, and/or Saturday and Sunday from 7:00 am to 11:00 pm.

- B. Short-term Meetings/Special Events.** Groups, as defined in C, D or E below, utilizing the facility a maximum of four (4) hours from 7:00 am to 11:00 PM Monday through Friday.
- C. Service Clubs and Fraternal Organizations.** Groups in this category include, but are not limited to, such groups as the Rotary Club, Sports Organizations, 20th Century Club, Odd Fellows, Fruit and Nut Festival and the Chamber of Commerce.
- D. Youth Groups.** Youth Groups include, but are not limited to, Boy Scouts, Girl Scouts, 4-H Club, FFA, Youth Center Organization and similar groups.
- E. Governmental Services.** General services provided by a governmental agency to any or all citizens in the community including, but not limited to, the City, County, State, Social Security, Veterans, etc.
- F. City of Hughson Sponsored Activities.** Activities of groups and organizations sponsored by the City.
- G. Religious Organizations.** The Center will not be used as a substitute for a church or religious building, nor for church or religious services, however it can be used for business, or educational related meetings.
- H. Organizations, Groups and City Agreements.** The City, by the City Manager, from time to time, may enter into agreements with organizations and groups for use of the Center. Said agreement may establish rental rates and use of the Center different than the rules of use as established herein. The decision to grant such an agreement may be appealed by any interested party or citizen to the Council in accordance with the procedure set forth in the second paragraph of these rules.

8. **Rental Rates.** The following rates are for rental time periods as described in Section 6. To confirm reservations, the total amount of rental fee must be paid on the day of application. The damage deposit is due at least two (2) weeks prior to the rental date. If the deposit is made after the two-week period prior to rental date, it shall be cash only.

Exhibit B

Renter Classification	Monday-Friday 7:00am-5:00pm	Monday-Friday 5:00pm-11:00pm	Saturday or Sunday 7:00am-11:00pm	Damage Deposit
	Rental Rate	Rental Rate	Rental Rate	
A.Private Groups				
Hughson Svc Area	N/A	\$200.00	\$300.00	\$500.00
Outside Svc Area	N/A	\$300.00	\$400.00	\$500.00
B. Short-term Meeting/Special Events (Minimum of 4 hours Monday - Friday)				
Hughson Svc Area	\$25.00	\$25.00	\$300.00	\$500.00
Outside Svc Area	\$35.00	\$35.00	\$400.00	\$500.00
C. City -sponsored Event	\$0.00	\$0.00	\$0.00	\$0.00
D. United Samaritan Foundation Sponsored Event	\$0.00	\$0.00	\$0.00	\$0.00
City Agreement	AS SPECIFIED IN INDIVIDUAL AGREEMENTS			

9. **Damage Deposit and Refund.** In addition to the regular rental rate, a damage deposit will be collected by the City to cover the cost of breakage, loss, or excessive custodial time. The City may call a renter to correct an improper condition to save the renter from being assessed a custodial fee. It is suggested that the renter give several phone numbers.

Prior to the next rental time of the building, a check of the building will be made by the City. Any charges for breakage, loss, excessive cleaning, or other custodial duty shall be deducted from the deposit and withheld by the City. Any costs exceeding the deposit will be billed to the renter. The deposit or balance thereof will be refunded to the person or organization whose name appears on the rental application.

10. **Keys.** The keys for the facility shall be picked up at City Hall, 7018 Pine Street, Hughson, between 8:00 am and 4:00pm on the last working day before the scheduled rental. Keys should be returned on the next working day following the rental. If keys are lost or not returned within five (5) working days, the renter will be subject to pay a re-key fee for the Center which shall be equal to the actual cost to re-key the facility.

The issuance of the keys does not authorize early entry. Keys are to be used for the scheduled rental time only and violation of this trust may result in additional rental charges being levied. **Duplication of keys is prohibited.**

11. **Cleanup – Custodial.** For Private Groups, and weekend use, a cleaning fee of One Hundred Forty-Five Dollars (\$145.00) is included in the rental fee for the Center. The renter is responsible for cleaning all tables, and chairs. Tables and chairs must be properly stacked and returned to the storage area and/or placed as they were prior to the renter’s activity. All cleaning activities must be completed

immediately following the event. The building will be inspected at 8:00 am the day following.

12. Alcoholic Beverages. Alcoholic beverages for private consumption are allowed in the Center with the following exceptions:

1. No alcoholic beverages will be served at any event where the majority of participants are under twenty-one (21) years of age.
2. Renter shall not allow any alcoholic beverages in an open container in or out of the building at any time.
3. No alcoholic beverages are to be consumed outside the building or within any parking lots, or streets.
4. For sale of alcoholic beverages in this facility, the renter and/or caterer must secure either, or both of the following:
 - a. A twenty-four (24) hour on sale liquor permit issued by the Alcoholic Beverage Control Board of California for the day and place specified.
 - b. A current liquor catering license issued by the Alcoholic Beverage Control Board of California.
5. Violation of any of the above will result in the activity being closed down.
6. A curfew hour of 11:00 PM shall be observed. All alcoholic beverages shall be removed from public view and not available for consumption after 11:00 PM.

13. Security. Any event where alcoholic beverages are to be served will require security officers. Security for other events may be required, at the discretion of the City of Hughson, and will be based on the type of activity being proposed. Security arrangements shall be made through any of the City of Hughson's approved security firms, which is provided at the time of reservation or Hughson Police Services (209) 883-4052. Approved security must be present for the duration of time the renter's guests, invitees, and all other persons who enter the facility during the rental period, excluding those individuals who remain present after the event has ended to assist in cleaning.

Proof of security must be provided to City Staff prior to the scheduled event. Failure to provide said proof will result in the reservation being canceled.

14. Accidents/Insurance. All renters of the Center will be held liable for any accidents occurring during their usage of the Center. All renters shall have insurance to cover their event. A certificate of insurance with a company approved by the City

Attorney evidencing bodily injury liability in the amount of One Million Dollars (\$1,000,000) for each person, One Million Dollars (\$1,000,000) for each occurrence, and property damage liability coverage in the amount of One Hundred Thousand Dollars (\$100,000) for each occurrence, naming the City of Hughson and the United Samaritan Foundation as additional insured, shall be filed with the City Clerk. Failure to provide timely proof of insurance shall result in the cancellation of the reservation.

15. Rental Responsibility for Control of Activity. It shall be the responsibility of the renter to maintain the peace and quiet of the neighborhood. Should the police be called because of a complaint consisting of, but not limited to:

- a. Excessive/loud noise
- b. Disturbance of neighbors
- c. Fighting
- d. Drinking alcoholic beverages outside the Center
- e. Littering

The renter shall be required to pay a service fee in addition to previously paid fees for all costs involving a response to a complaint. This may also result in an immediate canceling of the event with violators subject to arrest and/or citation.

16. Parking Lots – Outside Areas. The parking lots and areas immediately surrounding the building are the responsibility of the renter and shall be included in clean up.

17. Maximum Capacities. The number of people that can safely move about, as determined by the Fire Chief, shall not be exceeded. Room capacities are posted in each room.

18. Occupancy Permit. It is required by state law, that the applicant shall be responsible for obtaining an occupancy permit for the activity. This permit is obtained at City Hall, 7018 Pine Street, but must be approved and signed by the Fire Chief. There is no charge for this permit.

19. Positions of Doors during Activity. During the entire activity, all doors shall remain closed to ensure noise to surrounding properties is kept to a minimum.

20. Decorations. All decorations shall be of fire-retardant material, including table coverings. Nothing may be attached to walls, ceilings, or furniture with tacks or staples. Only masking tape may be used on walls, ceilings, doors, and windows. Nothing may be attached to light fixtures. Grapes and/or berries are not allowed for use in decorating.

Additional equipment to be brought in must be approved by the City Manager.

The renter is responsible for any damage caused by decorations.

21. Use of Special Effects. Smoke screens, smoke bombs or any device to produce smoke is not allowed. If the renters set off the smoke detectors or smoke alarms, they shall be responsible for all costs to turn off and reset alarms.

22. All Rules, Regulations and Fees. The rules and regulations developed by the City of Hughson are designed to protect and preserve the United Samaritans Foundation Community Center so that it can be made available for community. Please do not inconvenience anyone's right to use the building by not carrying out your contractual and civil obligations. All fees, rules and regulations are subject to change without notice.

Directions given by the City Manager with respect to the use of the United Samaritans Foundation Community Center, and are not contrary thereto, shall have the same force as these rules and regulations.

**CITY OF HUGHSON MUNICIPAL CODE SECTION 8.24.040 PROHIBITS SMOKING
IN ALL PUBLIC BUILDINGS**



CITY COUNCIL AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: July 27, 2019
Subject: Designation of the Voting Delegate for the League of California Cities Annual Conference
Enclosure: 2020 Annual Conference Voting Delegate/Alternate Form
Presented By: Ashton Gose, Deputy City Clerk
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

Approve designating Mayor Jeramy Young as the voting delegate and City Manager Merry Mayhew as the voting delegate alternate for the League of California Cities Annual Conference on October 7-9, 2020.

Background and Overview:

The League membership considers and takes action on resolutions that establish policy at the Annual Business Meeting that takes place during the Conference.

In order to vote on behalf of the City of Hughson the City Council must designate a voting delegate. Each Member City has the right to cast one vote on matters pertaining to league policy.

Upon approval, City staff will register with the League confirming Mayor Jeramy Young as the voting delegate and City Manager Merry Mayhew as the voting delegate alternate representing the City of Hughson.

Fiscal Impact:

Costs associated with the 2020 League of California Cities Annual Conference and Exposition have not yet been established.



Council Action Advised by August 31, 2020

June 30, 2020

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the



CITY: Hughson

2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: Jeramy Young
Title: Mayor

2. VOTING DELEGATE - ALTERNATE

Name: Merry Mayhew
Title: City Manager

3. VOTING DELEGATE - ALTERNATE

Name: _____
Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: Ashton Gose
Mayor or City Clerk (circle one) (signature)

Email: agose@hughson.org
Date: 7/9/2020 Phone: 209-903-4054

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY COUNCIL AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: July 27, 2020
Subject: Consideration to Adopt Resolution No. 2020-42, Approving the 2020-2021 Subrecipient Agreement for Community Development Block Grant (CDBG) Entitlement Funds with Stanislaus County
Enclosure: Fiscal Year 2020-2021 Stanislaus Urban County Subrecipient Agreement
Presented By: Lea C. Simvoulakis, Community Development Director
Approved By: Merry Mayhew, City Manager

Staff Recommendations:

1. Adopt Resolution No. 2020-42, Approving the 2020-2021 Subrecipient Agreement for the Community Development Block Grant (CDBG) Entitlement Funds with Stanislaus County.
2. Authorize the Mayor to sign the Agreement.

Background and Overview:

The City of Hughson joined the Urban County Consortium in 2010 to be eligible for CDBG entitlement funds for City projects. At the April 27, 2019, City Council meeting, the Hughson City Council approved supporting the Fiscal Years 2020-2025 Consolidated Plan, Fiscal Year 2020-2021 Community Development Block Grant Annual Action Plan, and the Fiscal Years 2020-2025 Analysis of Impediment to Fair Housing Choice. In supporting these plans, the City agreed to the rules and regulations required to receive CDBG entitlement funds. As a member of the Urban County, the City must sign the Subrecipient Allocation Agreement.

The Allocation Agreement specifies the share of CDBG entitlement funds the City of Hughson (and other participating cities within the County) will receive in Fiscal Year 2020-2021. The Urban County Consortium will receive a total of \$1,617,114 this year. The City of Hughson will receive \$165,187, and an additional \$13,797 in administrative services costs. The total amount of funding available to the City is \$178,984. Last fiscal year, the City received \$149,828.

The CDBG project for this fiscal year will build upon the work completed in the 2019-2020 year. Specifically, the City will complete the public improvements (curb, gutter, sidewalk) on Walker Lane between 2nd Street and Tully Road.

Fiscal Impact:

Expenditures and revenue from the CDBG entitlement will be included in the Fiscal Year 2020-2021 Final Budget scheduled to be considered by the City Council in September 2020. City staff will seek reimbursement from the CDBG program as necessary during development of the Walker Lane street improvement project.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-42

**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 2020-2021 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 \$1,617,114 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 \$178,984.00 for Fiscal Year 2020-2021; and

WHEREAS, on April 27, 2020, 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 2020-2021 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 27th day of July 2020, by the following roll call vote:

<
<
<
<

AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, 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 July 1, 2020.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for Fiscal Year 2020-2021 (July 1, 2020 to June 30, 2021) in the amount \$2,310,165 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. **2020-0216** County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development 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:

Jurisdiction	Poverty & Population
Stanislaus County	\$ 344,263
Ceres	\$ 219,870
Hughson	\$ 165,187
Newman	\$ 152,110
Oakdale	\$ 170,901
Patterson	\$ 183,508
Riverbank	\$ 147,549
Waterford	\$ 233,726
TOTAL	\$ 1,617,114

1.2. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2020-2021 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 \$462,034 of the available administrative funds shall allocated to the County and each City as follows:

Jurisdiction	Administration
Stanislaus County	\$ 340,455
Ceres	\$ 13,797
Hughson	\$ 13,797
Newman	\$ 13,797
Oakdale	\$ 13,797
Patterson	\$ 13,797
Riverbank	\$ 13,797
Waterford	\$ 13,797
TOTAL	\$ 437,034

- (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 fifteen percent of the total Fiscal Year 2020-2021 CDBG entitlement funds, \$231,017, 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 2020-2021 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, 2021 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 2020-2021 Stanislaus Urban County Annual Action Plan, as certified by HUD.
- 2.2. **Term.** This Agreement shall be in effect until June 30, 2021, or until all Fiscal Year 2020-2021 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 A and B 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, 2020 (2) A second draw by January 15, 2021; (3) A third draw by April 16, 2021; and (4) A fourth and final draw by July 6, 2021. 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 13 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.** 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.

6. **DATA COLLECTION, REPORTING & 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 2020-2021 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 (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 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 insures that all federally funded facilities be designed, constructed, or altered to insure 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 & 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).

14. TERMINATION OF SERVICES & 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: Business Manager
 1010 Tenth Street, Suite 3400
 Modesto, CA 95354

To City: See Attachment 1 – Urban County City 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
Chief Executive Officer

_____ Dated

APPROVED AS TO CONTENT:
Angela Freitas, Director
Planning and Community Development Department

By 

Angela Freitas (Jul 10, 2020 19:04 PDT)
Angela Freitas
Director

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By 

G. Michael Ziman
Deputy County Counsel

CITY OF HUGHSON:

By _____
Jeramy Young
Mayor

_____ ,
Dated

ATTEST:

By _____
Ashton Gose
City Clerk

APPROVED AS TO CONTENT:

By _____
Merry Mayhew
City Manager

APPROVED AS TO FORM:

By _____
Daniel J. Schroeder
City Attorney



CITY COUNCIL AGENDA ITEM NO. 3.6

SECTION 3: CONSENT CALENDAR

Meeting Date: July 27, 2020
Subject: Adopt Resolution No. 2020-43, Accepting the Well 7 Replacement Project, Phase 2 and Authorizing the City Clerk to File a Notice of Completion
Presented By: Lea C. Simvoulakis, Community Development Director
Approved:

Staff Recommendation:

Adopt Resolution No. 2020-43, accepting the Well 7 Replacement Project, Phase 2 and authorizing the City Clerk to file a Notice of Completion (NOC).

Background:

At its regularly scheduled meeting on July 8, 2019, the Hughson City Council awarded a contract for the Well 7 Replacement Project Phase 2 to the lowest responsible bidder, Gateway Pacific Construction, in the amount of \$1,896,104. The City Council authorized a 10% construction contingency and a 10% set-aside for construction management. The work for Phase 2 is complete and the City is prepared to issue the Notice of Completion for this Phase.

Discussion:

The Well 7 Replacement Project, Phase 2 involved the construction of a 1.0 million gallon concrete storage/blending tank. This tank is part of the overall Well 7 Replacement Project which also includes a water treatment system, the re-drilling of Well No.7 (to be called Hughson Well No. 9), the re-drilling of Well No. 5 in a new location on the same parcel (to be called Hughson Well No. 10), and the placement of new water distribution pipeline to connect the well sites.

Project construction commenced on July 8, 2019 and the work was completed on June 30, 2020. The City has no outstanding items associated with the project, and the City's Water Engineer has inspected the work and found it to be complete and in compliance with the scope of specifications of the project. City staff recommends that the City Council accept the project and direct staff to file the Notice of Completion with the Stanislaus County Clerk-Recorder to begin the 30-day lien period wherein sub-contractors and suppliers have an opportunity to file a lien for non-payment by the contractor.

The City received a certified letter from Valley Iron Inc., on July 15, 2020, indicating that Gateway Pacific has failed to provide their company \$20,000 for the unfabricated metal and pipe products, and related material provided by them to Gateway Pacific for Gateway's work on Phase 2. This letter identifies their intent to file a lien against the City's property for payment of this \$20,000. Per this document, within 10 days of filing this Notice of Completion, a copy of the Notice of Completion needs to be sent to Valley Iron by registered or certified mail so that they may file their lien within the appropriate 30 day period.

The City has contacted Gateway Pacific and they are sorting this issue out with their subcontractor. If this issue cannot be resolved, the City will not release the full 5% retention amount to the contractor. The retention amount due to the contractor is \$94,805 dollars. The City will keep \$20,000 of that payment to pay Valley Iron so that no lien is placed on City property. In order for the City to release the full retention amount, Valley Iron will need to write a letter to the City indicating that they have been paid in full by Gateway Pacific.

Fiscal Impact:

The project bid this Phase was for \$1,896,104. There were no change orders for this project, and the project came in within the budget. The City received funding for the overall budget through the California Safe Drinking Water State Revolving Fund (SDWSRF) in the amount of \$8,327,753. The City Council approved a funding agreement with the State of California, which provides up to \$5 million in grant funding with the remainder available in the form of a loan at 0% interest over 30 years. However, as noted in a previous staff report for this meeting, on July 13, 2020, the City Manager received notice from the State that the entire \$8,327,753 loan principal has been forgiven by the State. Therefore, this component of the project is grant funded.

It is important to note that \$8,327,753 estimate for the total cost of the project was based on pricing in 2015 and construction costs have increased due to inflation of 5%-7% annually. Current construction costs are estimated at approximately \$9.5 million. The State has agreed to adjust the project cost once Phase IV of the Project is awarded and a third amendment will be issued for the increased costs and to extend the project completion date. The determination of whether the increased cost will be a grant, or a loan will be determined based on availability of grant funding at the time.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-43

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ACCEPTING
THE WELL 7 REPLACEMENT PROJECT, PHASE 2 AND AUTHORIZING THE CITY
CLERK TO FILE A NOTICE OF COMPLETION**

WHEREAS, at its regularly scheduled meeting of July 8, 2019, the Hughson City Council awarded a contract for the Well 7 Replacement Project, Phase 2 to the lowest responsible bidder, Gateway Pacific Construction, in the amount of \$1,896,104.00. The City Council authorized a 10% construction contingency and a 10% set-aside for construction management; and

WHEREAS, the Well 7 Replacement Project, Phase 2 consisted of the construction of a new water well site (Hughson Well No. 9), which involved the construction of a 1.0 million gallon concrete storage/blending tank; and

WHEREAS, the work performed by Gateway Pacific has been inspected and found to be complete and in compliance with the scope and specifications of the project.

NOW THEREFORE BE IT RESOLVED that the Hughson City Council hereby accepts the Well 7 Replacement Project, Phase 2 and authorizes the City Clerk to File a Notice of Completion with the Stanislaus County Clerk-Recorder.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 27th day of July by the following roll call votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Jeremy Young, Mayor

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.7

SECTION 3: CONSENT CALENDAR

Meeting Date: July 27, 2020
Subject: Adopt Resolution No. 2020-44, Approving the Professional Services Agreement with Provost & Prichard Consulting Group for Contracted Engineering Design Services for 1,2,3-Trichloropropane Treatment and Authorizing the City Manager to execute the Agreement.
Presented By: Lea C. Simvoulakis, Community Development Director
Approved By: Merry Mayhew, City Manager

Staff Recommendations:

1. Adopt Resolution No. 2020-44, approving the Professional Services Agreement with Provost & Prichard for contracted Engineering Design Services for 1,2,3-Trichloropropane Treatment.
2. Authorize the City Manager to execute the Professional Services Agreement, with Provost & Prichard Consulting Group, inclusive of any final edits by the City Attorney.

Background and Overview:

On December 23, 2019, City staff released a Request for Proposals for engineering design service for 1,2,3-Trichloropropane (TCP) treatment at city water supply wells. The response period closed on January 31, 2020. The City received three qualified proposals and on May 20, 2020, City Staff interviewed all three firms. After the interviews, Provost & Prichard Consulting Group (P&P) was selected as the consultant that best meets the City's current contracted engineering needs. The specific agreement with detailed terms is attached for reference and has been reviewed as to form by the City Attorney.

Discussion:

P&P was one of three firms to respond to the City's proposal. The other two firms to respond were Blackwater Consulting Engineers, INC., and HydroScience. Blackwater's total proposed costs for the scope of work was \$597,772 and HydroScience's proposal indicated a total cost of \$595,992. While all three proposals were informative and complete, it was clear that P&P was the best

candidate to provide contract engineering design services for the treatment of TCP in the city's water well system for several reasons.

First, P&P offers knowledge and experience in the TCP field. P&P has evaluated over 200 TCP impacted wells as part of more than 40 TCP mitigation projects in the last five years. Additionally, P&P has designed over three dozen Granular Activated Carbon (GAC) treatment plants, incorporating more than 100 GAC vessels.

Second, because of their experience, they have a proven approach to the mitigation of TCP. Their outlined scope of work is similar in content and format to GAC design projects they have completed for other clients in similar circumstances, and their work has produced capital cost savings, smoother project delivery, and a system that is easier to operate in these jurisdictions. The City knows that the product P&P can produce will work and be efficient for the City.

Finally, P&P prepared the City's 2018 1,2,3-Trichloropropane Mitigation Feasibility Study, which included evaluation of treatment for all three wells included in the project. All the team members involved in the 2018 study are still with the firm and are included in the proposed project design team. These team members include: Brandon Stripe, PE and Project manager; Kevin Berryhill, PE, Principal-in-Charge; Keith Mortensen, PE, Vice President; Dena Traina, PE, ENV SP, structural design lead; and Bryan Bowers, PLS, Project Surveyor. As such, P&P already has knowledge of our system which puts them ahead in the overall design process for the mitigation measures.

Fiscal Impact:

The fee estimate provided to the City is included with the attached contract. The summary of costs is below:

Summary of Costs	Estimated Costs
Task Description	
Task 1- Schematic Design	\$66,000
Task 2- Construction Documents	\$323,000
Task 3- Bidding Assistance	\$15,000
Task 4- Construction Contract Administration	\$63,000
Total	\$467,000

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-44

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

WHEREAS, on December 23, 2019 the City of Hughson released a Request for Proposal for Engineering Design Services for 1,2,3-Trichloropropane Treatment service in the City of Hughson; and

WHEREAS, the response period closed on January 31, 2020 and the City received three proposals from various firms; and

WHEREAS, on May 20, 2020 City staff interviewed three firms that met the City's minimum requested qualifications; and

WHEREAS, Provost & Prichard was the most qualified candidate, and chosen by staff to provide engineering design services for 1,2,3-Trichloropane Treatment Services for the City's Wells.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby approve 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 27th day of July 2020 by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

**MASTER
PROFESSIONAL SERVICE AGREEMENT**
(City of Hughson/Provost & Pritchard Consulting Group)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Hughson, a California municipal corporation (“City”) and Provost & Pritchard Consulting Group. (“Consultant”).

RECITALS

WHEREAS, the City has determined that it requires the professional services of a consultant to provide comprehensive engineering services required for the treatment of 1,2,3-Trichloropropane (TCP) in at least three city wells, 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 31, 2020, proposal to City attached hereto as Exhibit A and incorporated herein by this reference. Assignment of specific task orders will be issued.

1.2. “Approved Fee Schedule” means the compensation rates as are set forth in Section 5 “Fee Estimate” attached hereto as Exhibit B.

1.3. “Commencement Date” means October 1, 2020. City may, in its sole discretion, change the Commencement Date by up to six months.

1.4. “Expiration Date” means nine months after the Commencement Date, or when the performance of the contract is completed, whichever occurs first.

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

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

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

4. COMPENSATION

4.1. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule, attached as Exhibit B. This Agreement also establishes a not-to-exceed contract amount of \$467,000. City also agrees to reimburse consultant for any City approved extraordinary costs incurred in the performance of their duties.

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 for the policies in Section 9.1.1 and 9.1.2. 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:

Keith Mortensen, PE
Vice President
Provost & Pritchard
286 W. Cromell Avenue
Fresno, CA 93721
Telephone: 559.449.2715

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 agrees to cease all work under this Agreement on or before the effective date of any notice of

termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

GENERAL PROVISIONS

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

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

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

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

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

substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

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

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

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: _____
Merry Mayhew, City Manager

“Consultant”
Provost & Pritchard
By: _____
Keith Mortensen, PE, Vice President

Date: _____

Date: _____

Attest:

By _____
Ashton Gose, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Daniel J. Schroeder, City Attorney

Date: _____

January 31, 2020

Raul L. Mendez, City Manager
City of Hughson
7018 Pine Street | PO Box 9
Hughson, California 95326

Re: Request for Proposal – Engineering Design Services for 1,2,3-Trichloropropane Treatment at City Water Supply Wells

Dear Mr. Mendez:

We understand that the City of Hughson is looking to treat three wells to remove the contaminant 1,2,3-trichloropropane from the City's drinking water supply. The enclosed proposal describes how Provost & Pritchard will work with the City to provide the comprehensive engineering services required for the successful implementation of this project. In the enclosed submittal we demonstrate that the following key attributes make our firm the most qualified to ensure your project is successful:

- **Knowledge and Experience.** In the past five years, the team we are proposing for your project has evaluated over 200 TCP impacted wells as part of more than 40 TCP mitigation projects and has designed over three dozen GAC treatment plants incorporating more than 100 GAC vessels.
- **Familiarity with the City's TCP Issue.** Provost & Pritchard prepared the City's 2018 1,2,3-Trichloropropane Mitigation Feasibility Study which included evaluation of treatment for all three wells included in this project. All the team members involved in the 2018 study are still with the firm and are included on our proposed design team.
- **A Proven Approach.** The scope of work we have outlined in the enclosed proposal is similar in content and format to GAC design projects we have completed for other clients in similar circumstances. This scope of work will provide the City with a comprehensive design and will walk the City through critical decision points including those associated with vessel and carbon procurement. Our experience on recent similar projects will result in capital cost savings, smoother project delivery, and a system that is easier to operate.

Provost & Pritchard will hire electrical (Kevin Pezzoni) and geotechnical (BSK) subconsultants for the treatment plant design. We have successfully worked with these subconsultants on multiple GAC wellhead treatment projects. All other services will be provided by in-house Provost & Pritchard staff.

As you review our Proposal, if you have any questions or need any additional information, please feel free to contact:

Brandon Stipe, PE, Project Manager
Mailing Address: 286 W. Cromwell Ave., Fresno, CA 93711
Telephone: (559) 449-2700
Fax: (559) 449-2715
Email: bstipe@ppeng.com

Provost & Pritchard's project team is committed to providing quality services that meet the needs and requirements of the City's project. Thank you for considering us to be a part of your team.

Respectfully,



Brandon Stipe, PE
Project Manager



Kevin Berryhill, PE
Principal-in-Charge



Keith Mortensen, PE
Vice President

SIGNATURE PAGE

Name of Firm and/or team: Provost & Pritchard Consulting Group

Address: 4701 Sisk Road, Ste. 102 Modesto, CA 95356

Telephone: (209) 809-2300

E-mail Address: kmortensen@ppeng.com

Keith Mortensen, PE, Vice President

Type or Print Name and Title



Signature

City of Hughson

Engineering Design Services for 1,2,3- Trichloropropane Treatment at City Water Supply Wells

Proposal

January 31, 2020

Prepared for:

City of Hughson

Raul L. Mendez, City Manager

7018 Pine Street • PO Box 9

Hughson, California 95326

Telephone: (209) 883-4054

Email: rmendez@hughson.org

Submitted by:

Provost & Pritchard Consulting Group

4701 Sisk Road Ste 102 • Modesto, California 95356

Telephone: (209) 809-2300 • Fax: (209) 809-2290

Website: www.provostandpritchard.com

Table of Contents

Cover Letter

Signature Page

Project Understanding and Firm Qualifications	1
Project Personnel	3
Comparable Project Experience	6
Scope of Work Comprehension	9
Project Understanding and Approach	9
Scope of Services	10
Appendix A: Resumes	

Project Understanding and Firm Qualifications

Firm Qualifications

In 1968, Provost & Pritchard Consulting Group began a tradition of engineering excellence in the San Joaquin Valley. Over the course of 50 years, Provost & Pritchard has grown in size, services offered, and geography with nine office locations throughout California. With over 180 employees, our staff is diverse in their specialties, including water treatment for naturally occurring and manmade compounds that threaten water quality, land surveying, and construction management.

While Provost & Pritchard offers a broad range of engineering and consulting services, many of our Fresno office staff are focused on water treatment design. Provost & Pritchard's water treatment project team leads the nation with experience working with 1,2,3-trichloropropane (TCP) mitigation and the associated design of granular activated carbon (GAC) treatment plants. In the past five years, our team has worked on over 40 Central Valley TCP projects, evaluated more than 200 wells for TCP impacts, and designed over four dozen GAC treatment plants incorporating more than 125 GAC vessels. We have also, within the past five years, prepared an independent bid package for pre-purchase of vessels; prepared an independent bid package for pre-purchase of carbon; and coordinated a rapid small-scale column study of eight different activated carbon products.

The following project lists and graphics highlight our vast experience in providing services similar to those being requested for your project.

Well head treatment experience with in the last five years

- City of Atwater (TCP)
- City of Bakersfield (TCP)
- City of Ceres (TCP, manganese)
- City of Delano (TCP and DBCP)
- City of Fresno (TCP, PCE, DBCP and 1,1-DCE)
- City of Fowler (TCP)

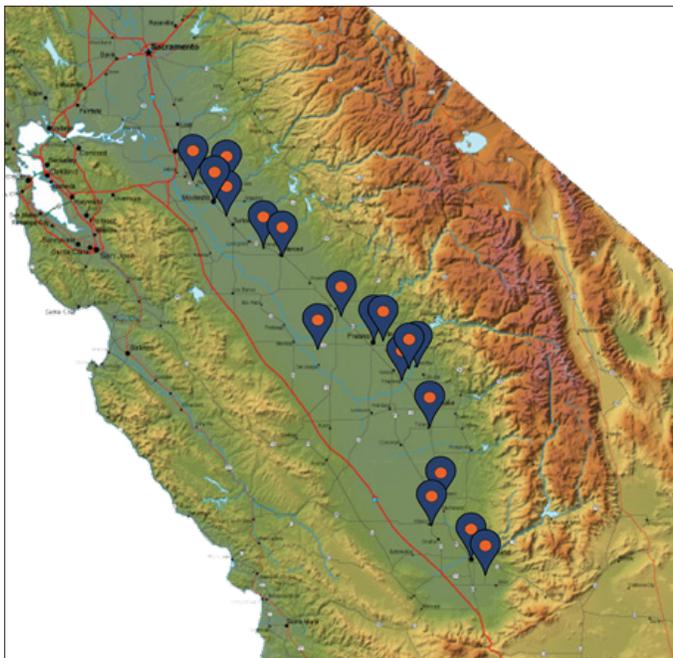
- City of Hughson (TCP)
- City of Kingsburg (TCP)
- City of Manteca (TCP)
- City of Parlier (TCP)
- City of Tulare (TCP)
- City of Turlock (arsenic)
- Lamont Public Utilities District (TCP)
- Bakman Water Company (TCP)
- Belmont Water Corporation (TCP)
- Brock Mutual Water Company (TCP)
- Del Rey Community Services District (TCP)
- Del Oro Water System (TCP)
- Golden State Water Company (TCP)
- Confidential Clients, 6 total clients (TCP)
- Confidential Client (PFOA, PFOS)
- Armona CSD (arsenic, color, DBP)
- CertainTeed (coliform)
- Caruthers CSD (arsenic)
- City of Kerman (chrome-6)
- County of Kern (sulfide)
- City of Los Banos (chrome-6)
- Mariposa County (arsenic)
- Prather Water District (Uranium)
- Riverdale PUD (arsenic, color)
- Styrotek (Nitrate, DBCP)
- Tranquility ID (manganese)
- Zonneveld Dairy (arsenic, nitrate)

Beyond the five-year time horizon, Mr. Berryhill, who will serve as the Principal-in-Charge, has also completed work dealing with TCP and/or similar contaminants such as 1,2-dibromo-3-chloropropane (DBCP), methyl tertiary-butyl ether (MTBE), perchlorethylene (PCE), trichloroethylene (TCE), and 1,1-dichloroethylene (1,1-DCE) for these additional clients:

- City of Redlands
- City of Oceanside
- City of Wasco
- Crescenta Valley Water District
- State of New Hampshire

Project Understanding and Firm Qualifications

- Madera Unified School District
- Southern California Water
- Fruitridge Vista Water Company
- City of Modesto
- City of Merced
- Honolulu Board of Water Supply



Provest & Pritchard Central Valley TCP projects completed within the last 5 years

Familiarity with Regulatory Requirements

Provest & Pritchard staff has more experience with permitting TCP treatment projects than any other firm in the nation. In the past five years our team has designed and navigated the permitting process for over four dozen GAC treatment plants. We have a close working relationship with Division of Drinking water staff and obtaining permit approval on TCP/GAC projects. Provest & Pritchard's Principal-in-Charge, Kevin Berryhill, is a national leading expert regarding TCP and was invited to give a presentation on the mitigation of TCP contamination of drinking water wells to statewide offices of the State Water Resources Control Board.

GAC Design Experience

All of the volatile and synthetic organic contaminants (VOC and SOC) projects listed above involve schematic and/or detailed design of GAC facilities. Design projects underway or completed within the past five years that were specific to preparation of construction bid documents (plans and specifications) for GAC treatment plants include:

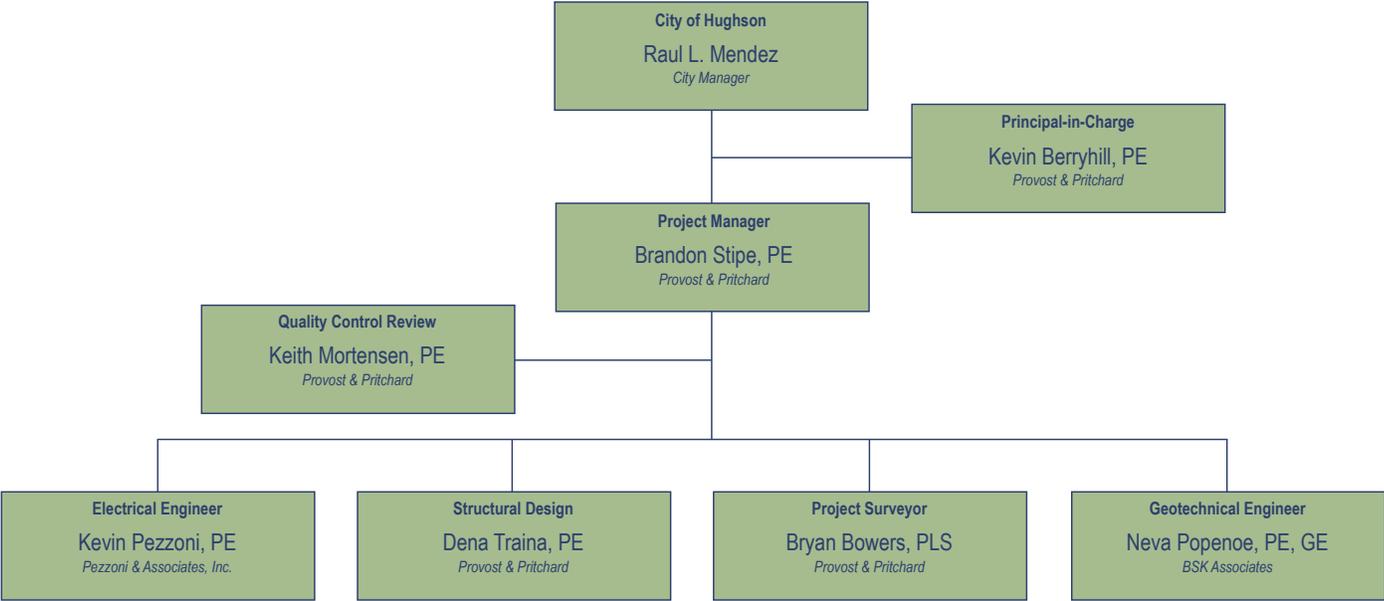
- City of Atwater (TCP): 6 vessels
- City of Bakersfield (TCP): 84 GAC vessels
- City of Tulare (TCP): 24 GAC vessels
- City of Kingsburg (TCP): 8 GAC vessels
- Confidential Clients (TCP): 40 GAC vessels
- Del Oro Water System (TCP): 2 GAC vessels
- City of Fresno (TCP): 1 GAC vessel
- City of Fresno PS 171 (DBCP): 3 GAC vessels
- City of Fresno PS 117 & 284 (PCE): 4 GAC vessels
- Madera County MD-1 SWTP: 2 GAC vessels

Project Personnel

For the City of Hughson’s project we have assembled our most experienced GAC design and TCP mitigation staff.

Following is a team organizational chart that depicts areas of responsibility and reporting structure. In addition, we have included experience summaries of each key project staff. Detailed resumes that includes detailed experience for key project staff can be found in the Appendix of this proposal.

Organization Chart



Kevin Berryhill, PE

Principal-in-Charge

Availability: 20%

Kevin Berryhill is Provost & Pritchard's principal water treatment practice lead with almost 25 years of engineering experience. Kevin will serve as the Principal-in-Charge for the GAC treatment plant design. Kevin is a national leading expert regarding TCP mitigation and associated GAC design. He has evaluated more than 200 wells for TCP mitigation, and was responsible for the design of more than four dozen GAC treatment plants incorporating more than 125 GAC vessels. In addition to TCP, he has experience in the evaluation and treatment of other VOCs and SOCs including DBCP, MTBE, PCE, TCE, 1,1-DCE. At the invitation of the State Water Resources Control Board he has presented to the state-wide offices of the Division of Drinking Water on the mitigation of TCP contamination of drinking water wells. He has also presented on the topic of TCP mitigation at American Water Works Association (AWWA) conferences. He was also asked to provide guidance to the New Jersey Drinking Water Quality Institute Treatment Subcommittee regarding TCP removal treatment effectiveness.



Brandon Stipe, PE

Project Manager

Availability: 60%

Brandon Stipe will serve as project manager where he will oversee the day-to-day project activities as well as communicate regularly with City staff to ensure the project addresses the concerns and needs of the community. Brandon has 13 years of experience in the preparation of plans, specifications and cost estimates, permitting, and construction phase services for water treatment projects. Brandon is experienced with both wellhead treatment and surface water treatment projects involving the removal of volatile organic compounds, synthetic organic compounds, and naturally occurring contaminants. Brandon and Kevin have worked together on water treatment design projects for more than twelve years. Brandon has recently served as the Project Manager for the design of seven TCP-removal GAC treatment plants incorporating 30 GAC vessels.



Keith Mortensen, PE

Quality Control Review

Availability: 20%

Keith Mortensen will provide quality control reviews of the plans, bid documents and specifications of the treatment facility. Keith is a principal engineer with 13 years of experience in the design of water treatment and water resource projects. His design experience specializes in water treatment plants, but he also has experience in chlorination systems, well installations, pipelines, pump stations, water storage, and system automation. Keith has assisted Kevin on nearly every water treatment project completed by Provost & Pritchard over the past 5 years and has worked on more than one dozen TCP and GAC design projects.



Dena Traina, PE, ENV SP

Structural Design

Availability: 15%

Dena Traina is a principal engineer at Provost & Pritchard with nearly 40 years of experience in the planning, design, inspection, and construction of engineering structures. Her project experience includes water and wastewater treatment plants, utility projects, floodwalls, communication facilities, and architectural and industrial buildings. Dena has recently completed the structural design of more than one dozen GAC treatment plants. Dena's responsibilities have included overseeing design engineers and drafters, preparing plans and specifications, performing quality control reviews, and coordinating construction administration. She will be responsible for the structural design of the GAC vessel foundations, anchorage, and related appurtenances.



Bryan Bowers, PLS

Project Surveyor

Availability: 20%

Bryan Bowers is a land surveyor at Provost & Pritchard Consulting Group and has 15 years of experience in the surveying field. He has been involved with the supervision, planning and execution of geodetic and conventional control surveys, topographic surveys, subdivision mapping, construction staking, and boundary surveys. Mr. Bowers will serve as the project manager responsible for land surveying services for the City of Hughson's project, overseeing the day-to-day operations of surveying, coordinating field crews, and data collection and reporting.



Design Drafting and Support Staff

While drafting and administration support staff are not individually listed, Provost & Pritchard has design support staff members experienced in GAC design located in our Fresno, Modesto, Clovis, Visalia, and Bakersfield offices. These drafting technicians, engineers-in-training, and project administrators have worked full-time on TCP/GAC design projects over the last couple of years under Kevin's direction.

Subconsultants

Provost & Pritchard has consistently utilized the following specialty subconsultants for the water treatment facility projects for which we've designed and constructed including many GAC treatment plants.

BSK Associates

Geotechnical Engineering

BSK has provided geotechnical services for more than 50 years and offers in-depth knowledge and experience relative to earth pressures and their impacts on foundations, pavements, retaining walls, pipelines, and structures. Their geotechnical capabilities include feasibility studies, site evaluations, soil stabilization studies, construction engineering, foundation designs, rippability and grading recommendations, excavation and dewatering consulting, seismic hazards investigations and earthwork observations during construction.

Pezzoni Engineering

Electrical Engineering

Pezzoni Engineering is a progressive electrical engineering firm dedicated to providing their clients with high quality and timely service. They offer a complete range of electrical engineering services, the scope of which includes electrical engineering from the preliminary study phase through project construction administration. Specialties include power, controls, lighting, information technologies, communications, and instrumentation systems design; energy management and value engineering services. Kevin Pezzoni has served as the electrical engineer on most of Provost & Pritchard's GAC treatment projects.

Comparable Project Experience

Provost & Pritchard has more experience solving drinking water TCP contamination problems than any other firm in the nation and has an extensive history of providing full-service design and construction services for water treatment projects throughout the San Joaquin Valley. The following list includes a selection of relevant water treatment projects performed by Provost & Pritchard in the past five years.

TCP Wellhead Treatment Project City of Atwater, California

Provost & Pritchard prepared a TCP Mitigation Feasibility Study to address TCP contamination in the drinking water supply wells for the City of Atwater. The study included evaluation of alternative methods of mitigation and treatment, an evaluation of water quality, an assessment of existing well sites, development of schematic treatment site layouts, and preparation of capital and O&M cost opinions. Provost & Pritchard is now providing engineering design services for the GAC treatment of one of the City's wells.

Team Members/ Role:	Kevin Berryhill, PE, Project Manager; Keith Mortensen, PE, Project Engineer; Brandon Stipe, PE, Quality Control Review
Project Cost	\$99,500 to date
Project Schedule	<ul style="list-style-type: none"> Feasibility Study: Started 2018 – Completed 2018 Design: Started 2019 – currently in design

TCP Wellhead Treatment Project City of Bakersfield, California

The City of Bakersfield operates 63 groundwater wells. Of the 63 wells, 38 are contaminated with TCP at levels exceeding the maximum contaminant level (MCL) - in some cases exceeding 100 times the MCL. This project consisted of evaluating the contaminated wells, recommending a treatment alternative, and designing and constructing the necessary GAC treatment improvements. Provost & Pritchard

completed design and plan production for GAC treatment plants at more than 30 wells and provided construction management as part of design-build project delivery. The scope of services also included separate vessel and carbon procurement bid packages and rapid small-scale column testing of various activated carbon products.

Team Members/ Role:	Kevin Berryhill, PE, Principal-in-Charge; Keith Mortensen, PE, Design Engineer; Herb Simmons, PE, Well Engineer
Project Cost	\$ 3,564,800
Project Schedule	Started 2017 – Completed 2019

TCP Wellhead Treatment Project City of Tulare, California

Provost & Pritchard is providing engineering design services for the GAC treatment of six of the City's TCP impacted wells. Provost and Pritchard had previously prepared a TCP Mitigation Feasibility Study to address TCP contamination in 13 of the City's drinking water supply wells. The study included evaluation of alternative methods of mitigation and treatment, an evaluation of water quality, an assessment of existing well sites, development of schematic treatment site layouts, and preparation of capital and O&M cost opinions. The design scope of services includes plan preparation, bidding, construction support, and carbon procurement assistance.

Team Members/ Role:	Kevin Berryhill, PE, Principal-in-Charge; Brandon Stipe, PE, Project Manager; Keith Mortensen, PE, Quality Control
Project Cost	\$807,800
Project Schedule	Started 2014 – Currently in Design

Comparable Project Experience

TCP Wellhead Treatment Project

City of Kingsburg, California

The City of Kingsburg had several drinking water wells contaminated with TCP. In June of 2016, Provost & Pritchard prepared a study for the City which evaluated mitigation alternatives and made recommendations for the implementation of GAC treatment for the City's TCP impacted wells. The Study also recommended that the wells treated with GAC be disinfected by chlorinating the water leaving the GAC vessels and that all other active wells be disinfected to avoid unstable chlorine residuals in the distribution system. Provost & Pritchard is providing engineering design services for the GAC treatment of two of the City's TCP impacted wells. The design scope of services includes plan preparation, bidding, construction support, and carbon procurement assistance. This project is now under construction.

Team Members/ Role:	Kevin Berryhill, PE, Principal in Charge; Keith Mortensen, PE, Project Manager; Brandon Stipe, PE, Quality Control Review; Dena Traina, PE, Structural Engineering
Project Cost	\$335,000
Project Schedule	Started 2016 – Completed 2019

TCP Wellhead Treatment Projects

City of Fresno, California

The City of Fresno hired Provost & Pritchard to provide professional engineering design, alternative delineation, evaluation, well site review, feasibility analysis, and expert witness services for wellhead treatment projects within the City. The project consists of evaluation of GAC treatment at approximately 45 water wells to remove TCP. Provost & Pritchard recently prepared plans and specifications for expansion of the existing PS 70 GAC treatment plant to improve TCP removal performance and is preparing to begin the design of GAC treatment at five of the City's existing well sites.

Team Members/ Role:	Kevin Berryhill, PE, Project Manager Keith Mortensen, PE, Project Engineer
Project Cost	\$945,000 (2 projects)
Project Schedule	Started 2017 – Currently in design

DBCP and PCE Wellhead Treatment Projects

City of Fresno, California

In addition to TCP work for the City of Fresno, Provost & Pritchard has completed the design of wellhead treatment at two different well sites (PS 171 and PS 117) contaminated with the synthetic and volatile organics DBCP and PCE. This project consists of evaluating the contaminated wells, recommending a treatment alternative, designing the necessary improvements, and providing construction administration services. Construction of a GAC treatment plant at PS 171 was completed in 2017 and construction of an air stripping treatment plant at PS 117 is anticipated to begin in 2020.

Team Members/ Role:	Kevin Berryhill, PE, Principal-in-Charge; Keith Mortensen, PE, Project Manager; Brandon Stipe, PE, Quality Control
Project Cost	\$677,000
Project Schedule	Started 2016 – Completion estimated in 2020

TCP and Inorganic Water Quality Consulting

City of Ceres, California

Provost & Pritchard provided consulting services related to water quality concerns in the City of Ceres' water system including TCP, iron, manganese, and arsenic contamination. The overall project consisted of researching, designing, and implementing drilling and zone sampling of two test wells. Provost & Pritchard also conducted a groundwater treatment feasibility study evaluating alternatives to treat four of the City's wells for iron, manganese, and arsenic removal and coordinated a pilot study to validate the alternative recommended in that study.

Team Members/ Role:	Kevin Berryhill, PE, Project Manager Keith Mortensen, PE, Project Engineer
Project Cost	\$162,000
Project Schedule	Started 2017 – Completed 2019

Client References

Client References			
Agency	Contact	Telephone	Project
City of Bakersfield	Arthur Chianello, <i>Water Resources Department Manager</i>	(661) 326-3715	TCP Wellhead Treatment Project,
City of Fresno	Lito Bucu, <i>Supervising Engineering Technician, Dept. of Public Utilities</i>	(559) 621-1621	TCP, DBCP and PCE Wellhead GAC Treatment Projects
City of Kingsburg	David Peters, <i>City Engineer</i>	(559) 299-1544	TCP Wellhead Treatment Project
City of Tulare	Trisha Whitfield, <i>Public Works Director</i>	(559) 684-4319	TCP Wellhead Treatment Project
City of Atwater	Justin Vinson, <i>Water Shift Operator</i>	(209) 777-0273	TCP Wellhead Treatment Project

Scope of Work Comprehension

Project Understanding and Approach

In 2018, Provost & Pritchard completed a study titled “City of Hughson 1,2,3-TCP Mitigation Feasibility Study.” The purpose of the study was to recommend an approach to mitigate TCP contamination at five (5) of the City’s wells. The study identified general improvements required to treat the TCP contaminated wells utilizing GAC; presented conceptual site plans establishing approximate space requirements; determined whether additional property would be required; and estimated capital and operating costs. The City has asked for a proposal to provide engineering design and construction assistance services for three (3) of the five wells identified in the Feasibility Study (Wells 3, 4, and 8).

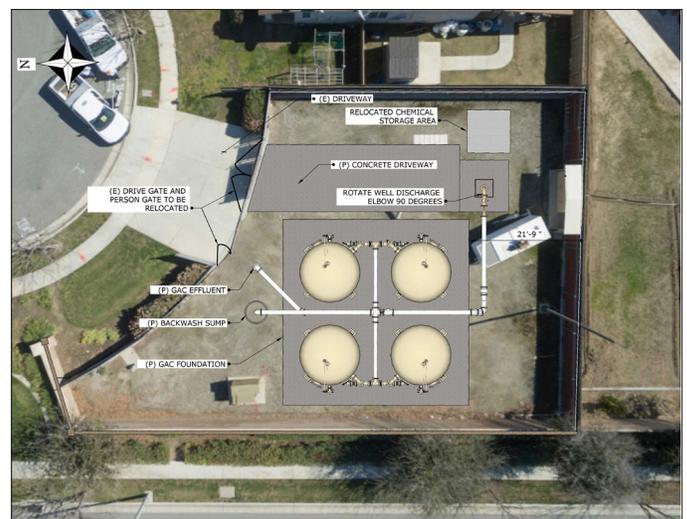
While the study provides a good starting point for the proposed design and construction project there are still many specifics that need to be addressed for the project to be successful including:

- Evaluation of how existing or future arsenic treatment should influence the implementation of GAC treatment for TCP removal;
- Refinement of treatment plant siting;
- Design for operability; and
- Careful specification of GAC systems and associated appurtenances.

The arsenic levels in the project wells continue to be problematic. While Well 8 is currently treated for arsenic removal, Wells 3 and 4 are not. Well 3 is currently just below the MCL but Well 4 is over and will require treatment. The City will be constructing a centralized arsenic treatment plant to connect Well 4 now and potentially Well 3 in the future as part of a separate project. Provost & Pritchard understands the challenges associated with integrating both arsenic and TCP treatment into a fully functioning well head treatment plant. During the City of Bakersfield TCP Mitigation

project this exact process was required on 4 wells that had existing arsenic treatment systems. Provost & Pritchard is also currently designing an adsorptive arsenic removal treatment plant for another well in the City of Bakersfield where we previously designed TCP treatment. By planning ahead during the TCP project the future arsenic treatment project that is now being designed has been greatly simplified. Provost & Pritchard is also designing an iron-assisted coagulation filtration arsenic removal treatment plant for the City of Turlock where we are specifically accounting for the possibility of needing to add TCP treatment in the future.

The site layouts included in the Feasibility Study were intended to be conceptual in nature. Now that the City is proceeding with design and construction of GAC treatment plants, each site layout will need to be carefully reevaluated considering property acquisition constraints, site access, community impacts, and the aforementioned arsenic treatment. Our extensive experience with GAC treatment projects will allow us to quickly identify the most feasible alternatives and provide conceptual layouts to the City. Other clients have found it helpful for us to generate three-dimensional illustrations of proposed site layouts similar to the following. Aerial drone footage can be incorporated if necessary.



One of our primary considerations when designing a treatment plant is operability. Operability issues specific to GAC treatment that we will be carefully evaluating include:

- Delivery truck access and accommodation: Trucks are full 65' long tractor trailers with limited delivery hose reach. Special drains and water supplies need to be provided if carbon changeouts are to go smoothly.
- Waste disposal: Normal carbon changeout and contingency operations result in numerous liquid waste streams that must be managed. Provost & Prichard has evaluated alternatives for disposal of these wastes on numerous projects and can identify the best solution for the City.
- Operator access: As with any treatment plant, access to valves, gauges, analyzers, and other frequently operated and maintained components is critical to the City's long-term satisfaction with the project. Provost & Pritchard incorporates years of lessons learned and operator feedback into our designs.

The heart of the treatment plant is the GAC adsorbers. Not all GAC systems are created equal nor will all of them provide long-term reliable and convenient service. Provost & Pritchard has spent years optimizing our GAC procurement approach and documents to ensure that the City gets the best value for its money. We will also work with the City to decide if vessel and/or carbon pre-procurement makes sense. We have recent experience completing projects both with and without pre-procurement.

Provost & Pritchard would be happy to meet with the City to discuss our qualifications and proposed project approach.

Scope of Services

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

Phase SD: Schematic Design Phase

- **Project Management**
 - 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 plans for each well showing the existing facilities and the new GAC vessels and wash water reclaim tanks. These drawings will be prepared to at least the 10% level to help the City with the property acquisition process.
- **Assumptions**
 - The project management and programming budget is based on a total design project duration of 6 months.

Scope of Work Comprehension

- Sufficient monumentation will be locatable to determine right-of-way and property limits.
- The GAC treatment plants are being constructed adjacent to an existing City of Hughson well site.
- The City will pay for all water quality sampling fees directly.
- Submit drawings and specifications to DDW for review (PDF format)
- Schedule and conduct workshop review meeting with DDW

Phase CD: Construction Document Phase

• Preliminary Plans, Specifications, and Cost Estimate

- Address any remaining comments on the preliminary site plan
- Prepare (30%) 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 (3 sheets)
 - Demolition plan (3 sheets)
 - Site plan (3 sheets)
 - Grading plan (3 sheets)
 - Site Piping plan (3 sheets)
 - GAC Vessel Piping Plan (3 sheets)
 - Manifold piping details (3 sheet)
 - Washwater Reclaim Tank and Pump Plan and details (2 sheet)
 - Miscellaneous details (8 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)

• Assumptions

- City boiler plate front-end specifications will be used (if available).
- Wash water will be reclaimed on site.

• Permitting Assistance

- Coordinate with the State Water Resources Control Board – Division of Drinking Water (DDW) regarding the project
- Prepare and submit Operations Plan to DDW for approval

• Assumptions

- City will pay for all permit fees directly.
- No permits will be required other than those specifically identified above.
- The City will handle coordination 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 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
- Startup assistance

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.

Additional Services

The following services are not included in this proposal, however these and others can be provided at additional cost, either directly by Provost & Pritchard Consulting Group or through subconsultants, upon request.

- Carbon or GAC vessel procurement assistance
- 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)

Appendix A: Resumes

Kevin Berryhill, PE

Principal-in-Charge

Education

- ✓ M.S. Mechanical Engineering, California State University, Long Beach
- ✓ B.S. Mechanical Engineering, California Polytechnic State University, San Luis Obispo

Licenses/Registrations/Certifications

- ✓ Civil Engineer, California #70415
- ✓ Mechanical Engineer, California #32762

Affiliations

- ✓ American Water Works Association (AWWA)

Areas of Expertise

- ✓ Water Treatment
- ✓ Water Quality
- ✓ Pumping Stations
- ✓ Water Distribution & Storage
- ✓ Municipal Infrastructure

Professional Summary

Kevin Berryhill is a principal engineer at Provost & Pritchard with over 23 years of engineering experience. Mr. Berryhill is experienced in the evaluation of water quality and the selection and design of water treatment processes. He has experience in feasibility and pre-design studies, design and preparation of plans, specifications and cost estimates, permitting, pilot studies, and construction support. His experience includes conventional and membrane surface water treatment; wellhead treatment projects involving the removal of volatile organic chemicals (VOC), synthetic organic chemicals (SOC), natural organic matter (NOM), disinfection byproducts, nitrate, perchlorate, iron, manganese, arsenic, hydrogen sulfide, carbon dioxide (CO₂), radon, uranium, and color; and disinfection improvement projects.

Mr. Berryhill also has extensive experience in the design of water storage and pumping stations. His experience includes time spent as a research and development engineer for a centrifugal pump company. He has designed pumping stations utilizing vertical turbine, horizontal end suction, horizontal split case, vertical in-line, vertical multi-stage, submersible, and progressive cavity pumps. He has designed facilities incorporating bolted steel, welded steel, and prestressed concrete water storage reservoirs.

Mr. Berryhill has experience with projects incorporating funding from the Safe Drinking Water State Revolving Fund (SRF), Proposition 1, Proposition 84, Proposition 50, ARRA, Community Development Block Grants (CDGB), and the Drinking Water Treatment and Research Fund (DWTRF). He has developed an excellent working relationship with the State Water Resources Control Board – Division of Drinking Water through his many California drinking water projects.

Relevant Experience

TCP Related Experience, Multiple Clients, California - Mr. Berryhill has completed TCP Mitigation Feasibility Studies for more than three-dozen water utilities encompassing more than two hundred wells and has designed more than 40 granular activated carbon treatment plants specifically for TCP removal.

Kevin Berryhill, PE *(continued)*Principal-in-Charge

TCP Treatment Feasibility Studies, Multiple Confidential Clients, California - Mr. Berryhill has completed several TCP Mitigation Feasibility studies for industrial, food processing, and other private clients. These studies evaluated non-treatment and treatment alternatives for mitigation of TCP contamination of potable water wells.

TCP, DBCP and Nitrate Mitigation Feasibility Study, Confidential Client, California, Project Manager – Mr. Berryhill prepared a feasibility study evaluating non-treatment and treatment alternatives for mitigating the contamination of two potable water supply wells with TCP, DBCP, and nitrate.

Wellhead Treatment Project, City of Bakersfield, California, Project Manager – Mr. Berryhill is currently serving as the Project Manager, overseeing the evaluation and treatment of the City of Bakersfield’s TCP-contaminated groundwater wells. This project consists of evaluating the contaminated wells, recommending a treatment alternative, and designing the necessary improvements to mitigate the new TCP MCL effective January 1, 2018. Thirty-one granular activated carbon treatment plants are being designed simultaneously as part of a design-build project. This project also included independent GAC vessel procurement, carbon procurement, and RSSCT study.

GAC Treatment Plant Design, Traver, California, Principal-in-Charge – This project involves the design of a GAC treatment plant for removal of TCP from a municipal water supply well. The treatment plant is being designed on an existing well site. Ancillary treatment plant features include a backwash supply tank and pump station and backwash water disposal system.

Engineering Design and Feasibility Analysis for Removal of TCP City of Fresno, California, Project Manager – Project services included engineering design, alternative delineation, evaluation, well site review, feasibility analysis, and expert witness services for wellhead treatment projects within the City. The study included schematic design of more than fifty (50) GAC treatment plants.

TCP Mitigation Feasibility Study, City of Ceres, Ceres, California, Project Manager – This project consisted of preparation

of a TCP Mitigation Feasibility Study to address TCP contamination in ten of the City’s drinking water supply wells. The study included evaluation of alternative methods of mitigation and treatment, an evaluation of water quality, an assessment of existing well sites, development of schematic treatment site layouts, and preparation of capital and O&M cost opinions.

GAC Treatment Plant Design, Kingsburg California, Principal-in-Charge – This project involves the design of GAC treatment plants for removal of TCP from two municipal water supply wells. One treatment plant is located at an existing well site while the second plant is located at a remote green-field site due to space constraints.

TCP Mitigation Feasibility Study, Kingsburg, California, Project Manager – This project consisted of preparation of a TCP Mitigation Feasibility Study to address TCP contamination in three of the City’s drinking water supply wells. The study included evaluation of alternative methods of mitigation and treatment, an evaluation of water quality, an assessment of existing well sites, development of schematic treatment site layouts, and preparation of capital and O&M cost opinions.

TCP and Nitrate Mitigation Feasibility Study, Mettler CWD, California, Project Manager – Mr. Berryhill prepared a feasibility study evaluating non-treatment and treatment alternatives for mitigating the contamination of two potable water supply wells with TCP and nitrate.

TCP Mitigation Feasibility Study, Parlier, California, Project Manager – Mr. Berryhill prepared a TCP Mitigation Feasibility Study to address TCP contamination in six of the City’s drinking water supply wells. The study included evaluation of alternative methods of mitigation and treatment, an evaluation of water quality, an assessment of existing well sites, development of schematic treatment site layouts, and preparation of capital and O&M cost opinions.

Brandon Stipe, PE

Project Manager

Education

- ✓ B.S. Civil Engineering
California State University, Fresno

Licenses/Registrations/Certifications

- ✓ Civil Engineer, California #75956

Affiliations

- ✓ American Society of Civil Engineers
- ✓ American Water Works Association, California-Nevada Section:
- ✓ Young Professionals Committee
- ✓ Water Treatment Committee Member
- ✓ Tanks, Reservoirs, and Structures Committee Member

Areas of Expertise

- ✓ Water Quality
- ✓ Facility Planning
- ✓ Tanks and Booster Pump Stations
- ✓ Water Treatment
- ✓ Wastewater Treatment

Professional Summary

Brandon Stipe has more than 12 years of experience in various civil engineering projects, but primarily in water quality and treatment. This experience including pre-design studies, preparation of plans, specifications and cost estimates, permitting, and construction phase services. Mr. Stipe is also experienced with facility planning, wastewater treatment, surface water treatment, and wellhead treatment projects involving the removal of volatile organic compounds, soluble organic compounds, and naturally occurring contaminants.

Relevant Experience

TCP Mitigation Project, City of Tulare, Tulare, CA Project Manager – Mr. Stipe serves as the Project Manager for the TCP Mitigation Project for the design of GAC treatment facilities at seven of the City’s wells. The wells range in capacity from 700 to 1,400 gpm. The total capacity of the treatment plants at all seven wells is approximately 8,300 gpm which is approximately 40 percent of the City’s water supply. In addition to design services the project included surveying, legal descriptions to acquire additional property, bid and construction support services, biological observation, vessel pre-procurement, and construction staking for each of three bid packages.

Berkeley Tuolumne Camp Surface Water Treatment Plant, Groveland, CA – Treatment Design Lead - The Berkeley Tuolumne Camp burned down in the 2013 Rim Fire and had to be completely rebuilt. As a subconsultant to Siegel and Strain, Mr. Stipe lead the design of the new Surface Water Treatment Plant. The treatment plant has a rated capacity of 50 gpm and the design includes a raw water river intake, a packaged up-flow clarification and filtration system, and chlorine disinfection. The design also included three pump stations, 4 chemical feed systems, one building and two bolted steel tanks to provide separate potable and fire water storage. This project required special provisions to allow the plant to operate with limited operator input and to shut down for six months a year.

Surface Water Treatment Plant Improvements Maintenance District No. 1 (MD-1), AECOM, County of Madera, California, Project Manager – As a subconsultant to AECOM, Mr. Stipe lead the design of the new Surface Water Treatment Plant. The treatment plant has a rated capacity of 350 gpm and has to deal with challenging raw water turbidity in excess of 100 NTU. The design includes a packaged inclined tube settler with solids recirculation an up-flow clarification and filtration system, and chlorine disinfection. The design also includes a GAC contactor for DBP precursor reduction; 4 chemical feed systems and chemical storage facilities; a 70,000-gallon sloped bottom, bolted steel tank for wash water reclaim; and a 209,000-gal bolted steel tank for CT and finished water storage. This project required special provisions to allow the plant to operate with limited operator interaction.

Brandon Stipe, PE *(continued)*

Project Manager

Arsenic Mitigation Services, Shaver Lake Point 2 Mutual Water Company, Madera County, Project Manager – The Shaver Lake Point 2 Mutual Water Company (SLP2) operates a community drinking water system that presently serves approximately 96 service connections. The primary wells produce water with arsenic levels that exceed the regulatory maximum contaminant level (MCL) and therefore required treatment. Provost & Pritchard prepared an expedited design to assist the Company with procurement and installation of an adsorptive media arsenic treatment facility rated for 25 gpm. The system also required a new chlorination system, booster pump, raw water storage tank, and wash water reclaim tank.

Paso Robles Water Treatment Plant Design, City of Paso Robles, California, Process Design Lead & Deputy Project Manager – Mr. Stipe served as the process design lead and deputy project manager for the design of the Paso Robles Water Treatment Plant, a 2.4 mgd surface water treatment facility. Design engineering included a dissolved air flotation clarifier, membrane filtration, GAC contactors for taste and odor and DBP precursor reduction, four chemical feed systems, chemical storage facilities, and a 180,000-gallon clearwell. This plant will operate seasonally during the summer months to treat water from the Nacimiento Water Project.

Design and Construction of T-3 Water Storage and Treatment Facility, City of Fresno, California, Process Design Lead & Deputy Project Manager – As the process design lead and deputy project manager for the City of Fresno's T-3 Water Storage and Treatment Facility, Mr. Stipe provided design engineering and construction support services for the project. The facility was designed as 4 mgd (expandable to 8 mgd) surface water treatment facility, with a raw water screening facility, five pump stations and two buildings. The design also consisted of packaged up-flow clarification and filtration; GAC contactors for taste and odor and DBP precursor reduction; 10 chemical feed systems, including a 26-ton carbon dioxide system; chemical storage facilities; 84,000-gallon bolted steel tank; and 3-MG pre-stressed concrete water storage tank. This project required special provisions to allow the plant to operate unmanned and to shut down for six months a year.

Willow Creek Water Treatment Plant, Bass Lake Water Company, Bass Lake, California, Project Manager – Mr. Stipe served as the project manager for the design of the Willow Creek Water Treatment Plant, a 1 mgd surface water treatment facility in Bass Lake. The plant included four pumping stations, membrane filtration, and UV disinfection. This project required special provisions to allow the plant to operate unmanned and maintain a throughput of 99.9 percent due to the severely limited capacity of the adjacent sewer system.

District Engineer, Root Creek Water District, Madera County, California, Wastewater Treatment Lead Engineer – Provost & Pritchard is the District Engineer for the Root Creek Water District that provides water, wastewater, and storm drain utilities. As the Lead Engineer for wastewater treatment Mr. Stipe has completed numerous studies and reports evaluating treatment alternatives including membrane bioreactors, more conventional activated sludge, and trickling filters for capital and operational costs. The evaluations included phasing and cash flow analyses to grow the plant from 80,000 gpd to 1.2 mgd and leaving room for up to 2.4 mgd.

Capacity Evaluation of the California Men's Colony Wastewater Treatment Plant, City of Morro Bay/Cayucos Sanitary District, Morro Bay, California, Project Engineer – Mr. Stipe was responsible for analyzing the hydraulic and process capacity of the existing wastewater treatment plant. He also recommended improvements required to increase the capacity needed to serve Morro Bay and Cayucos, and provided an estimate of the associated costs of for the improvements. The existing facility consists of a fine screen, aerated grit removal, activated sludge secondary treatment via oxidation ditch and secondary clarifier, and tertiary treatment through sand filtration and ultraviolet disinfection.

Keith Mortensen, PE

Quality Control Review

Education

- ✓ B.S. Civil Engineering,
California State University, Fresno

Licenses/Registrations/Certifications

- ✓ Civil Engineer, California #75865

Affiliations

- ✓ American Water Works Association
- ✓ Tau Beta Pi Association

Areas of Expertise

- ✓ Water Treatment
- ✓ Water Quality
- ✓ Pilot Testing
- ✓ Pumping Stations
- ✓ Water Distribution & Storage
- ✓ Municipal Infrastructure
- ✓ Water Modeling

Professional Summary

Keith Mortensen is a principal engineer at Provost & Pritchard with over 13 years of experience in the analysis, planning and design of various water treatment and infrastructure projects. He has worked with both public and private sector clients throughout California. Mr. Mortensen's design experience includes water treatment plant design, pilot testing, new well installations, pipelines, pump stations, control structures, water storage, groundwater recharge basins, monitoring wells, and system automation. He is also involved with ongoing consulting services for various agencies. Mr. Mortensen is skilled in the preparation of project management, engineer report writing, cost estimating, public contract code, construction management services, and coordination with public agencies.

Relevant Experience

Well No. 3 Arsenic Treatment Plant Design, Armona Community Services District, Armona, California, Project Manager – Mr. Mortensen served as a project engineer for the design and construction of Well No. 3 arsenic-removal water treatment plant and offsite improvements. The scope of the project includes a new water supply well, raw water buffering tank, iron-assisted coagulation filtration arsenic and color-removal treatment plant, 0.75 million gallon finished water storage tank, backwash equalization/thickening tank, sludge drying beds, and high service pumping station. Mr. Mortensen was the overall project manager for the design, contractor prequalification process, public bidding, and construction management services.

TCP Treatment Project, City of Bakersfield, California, Project Engineer – Mr. Mortensen provided well site evaluations and quality control for project deliverables. Of the 63 wells that the City operates, 38 are contaminated with TCP at levels exceeding the maximum contaminant level (MCL); This project consists of evaluating the contaminated wells, recommending a treatment alternative, and designing the necessary improvements to mitigate the new TCP MCL effective January 1, 2018. Provost & Pritchard recently completed the plan production for more than 30 wells and selected the recommended alternative for the site-civil and piping improvements.

Engineering Design and Feasibility Analysis for Removal of TCP City of Fresno, California, Project Engineer – The City of Fresno hired Provost & Pritchard to provide professional engineering design, alternative delineation, evaluation, well site review, feasibility analysis, and expert witness services for wellhead treatment projects within the City. The project consists of installation of treatment technology strategies for approximately 45 water wells to remove TCP.

TCP Mitigation Wellhead Treatment Project Kingsburg, California, Project Manager – Mr. Mortensen assisted in the preparation of a TCP Mitigation Feasibility Study and is the acting project manager for the wellhead

Keith Mortensen, PE *(continued)***Quality Control Review**

treatment designs to address TCP contamination in two of the City's drinking water supply wells and adding chlorination facilities to 5 of the City's existing wells. The project includes evaluation of alternative methods of mitigation and treatment, an evaluation of water quality, an assessment of existing well sites, development of schematic treatment site layouts, preparation of final plans and specifications, bidding services, and construction administration.

TCP Mitigation Feasibility Study, Parlier, California, Project Engineer – Mr. Mortensen assisted in the preparation of a TCP Mitigation Feasibility Study to address TCP contamination in six of the City's drinking water supply wells. The study included evaluation of alternative methods of mitigation and treatment, an evaluation of water quality, an assessment of existing well sites, development of schematic treatment site layouts, and preparation of capital and O&M cost opinions.

TCP Mitigation Feasibility Study, Del Rey, California, Project Engineer – Mr. Mortensen assisted in the preparation of a TCP Mitigation Feasibility Study to address TCP contamination in six of the City's drinking water supply wells. The study included evaluation of alternative methods of mitigation and treatment, an evaluation of water quality, an assessment of existing well sites, development of schematic treatment site layouts, and preparation of capital and O&M cost opinions.

Arsenic Compliance Project, Riverdale Public Utility District, Riverdale, California, Project Manager – Mr. Mortensen recently completed wellhead treatment evaluations, pilot testing, arsenic treatment feasibility study, prepared plans and specifications for the design and construction of a new 360,000 gallon bolted steel storage tank and high service pumping station to store treated water for the District. The project was part of a project by the District to come in compliance with the U.S. Environmental Protection Agency standards for the maximum contaminant level for arsenic.

Arsenic Pilot Study, City of Ceres, California, Project Engineer - Mr. Mortensen provided consulting services related to water quality concerns in the City of Ceres' water system including

TCP, arsenic, iron, and manganese contamination. The overall project consists of researching, designing, and implementing drilling and zone sampling of two test wells. The project team also conducted a groundwater treatment feasibility study evaluating alternatives to treat four of the City's wells for iron, manganese, and arsenic removal and conducted a pilot study to validate the alternative recommended in that study.

Arsenic Mitigation Services, Shaver Lake Point 2 Mutual Water Company, Madera County, Project Engineer – The Shaver Lake Point 2 Mutual Water Company (SLP2) operates a community drinking water system that presently serves approximately 96 service connections. Three of the wells that supply water to the system produce water with arsenic levels that exceed the regulatory maximum contaminant level (MCL) and therefore required treatment. Provost & Pritchard prepared an Operations Plan and treatment plant schematic design along with general operations and procedures that will allow them to best optimize the treatment process performance and efficiency.

Surface Water Treatment Plant Improvements Maintenance District No. 1 (MD-1), AECOM, County of Madera, California, Project Engineer – As a subconsultant to AECOM, Mr. Mortensen assisted with a Preliminary Design Report for the County of Madera to address the water treatment options for Maintenance District No. 1 (MD-1) drinking water system for the community of Hidden Lakes Estates. He is worked on the treatment plant design portion of the project, including treatment process selection and detailed design.

Service Area 16 Water System Feasibility Study, County of Madera, California, Project Engineer – Mr. Mortensen assisted with a surface water treatment plant evaluation and plant expansion feasibility study. His responsibilities include use of available record information and site inspection observations to determine the capability of the system's existing 200 gpm treatment plant to meet present and future capacity and regulatory requirements. The project also consisted of evaluating the feasibility of expanding or replacing the existing treatment plant with a new conventional or membrane filtration treatment plant. A new treatment plant was recommended.

Dena Traina, PE, ENV SP

Structural Design

Education

- ✓ M.S. Construction Management,
University of California, Berkeley
- ✓ B.S. Civil Engineering,
University of California, Berkeley

Licenses/Registrations/Certifications

- ✓ Civil Engineer, California #35580
- ✓ Civil Engineer, Arizona #25204
- ✓ Civil Engineer, Nevada #19038
- ✓ Envision Sustainability Professional (ENV SP)

Affiliations

- ✓ American Society of Civil Engineers (ASCE)
- ✓ American Association of University Women
- ✓ Society of Women Engineers
- ✓ Tau Beta Pi

Areas of Expertise

- ✓ Municipal Infrastructure
- ✓ Construction Management
- ✓ Structural Design

Professional Summary

Dena Traina is a principal engineer at Provost & Pritchard with over 39 years of experience in the planning, design, inspection, and construction of engineering structures. Her project experience includes water and wastewater treatment plants, agricultural water facilities, floodwalls, communication facilities, and architectural and industrial buildings. Ms. Traina's responsibilities have included overseeing design engineers and drafters, preparing plans and specifications, performing quality control reviews, and construction management.

Ms. Traina has served as a project manager for infrastructure/structural projects. These projects have ranged in size from a few thousand dollars to \$75 million in construction costs, and in team size, from one to over 20 people within multiple organizations. She has managed projects as an owner's representative, subcontractor, and design consultant.

Relevant Experience

Wellhead Treatment Project, City of Bakersfield, California, Project Structural Designer – Ms. Traina is currently serving as the Project Structural Designer for the treatment system of the City of Bakersfield's TCP-contaminated groundwater wells. This project consists of evaluating the contaminated wells, recommending a treatment alternative, and designing the necessary improvements to mitigate the new TCP MCL effective January 1, 2018. Thirty-one granular activated carbon treatment plants were designed simultaneously as part of a design-build project. This project also included independent GAC vessel procurement, carbon procurement, and RSSCT study.

Engineering Design and Feasibility Analysis for Removal of TCP City of Fresno, California, Project Structural Designer – Project included adding a fourth GAC vessel to an existing GAC treatment on the existing site. Structural design included a new concrete slab and attachment to the existing foundation system.

GAC Treatment Plant Design, Kingsburg California, Project Structural Designer – This project involves the design of GAC treatment plants for removal of TCP from two municipal water supply wells. One treatment plant is located at an existing well site while the second plant is located at a remote green-field site due to space constraints.

TCP Feasibility Study, City of Tulare, California, Project Structural Designer – Ms. Traina was responsible for structural design for 1,2,3-TCP treatment plant for the City of Tulare's groundwater wells. Seven of the City's wells are contaminated with TCP at levels above the public health goal and anticipated MCL. The project has phases of which two have been designed and bid. The third phase is currently in design.

Dena Traina, PE, ENV SP *(continued)*
Structural Design

Arsenic Removal Treatment Design, Armona Community Services District, Armona, California, Structural Design – This project consists of design of a 1,000 gpm arsenic removal wellhead treatment plant. The scope of the project includes a new water supply well, raw water buffering tank, iron-assisted coagulation filtration arsenic and color-removal treatment plant, 0.75-million-gallon finished water storage tank, backwash equalization/thickening tank, sludge drying beds, and high service pumping station.

Well No. 5 Water Treatment Plant, Riverdale Public Utility District, Five Points, California, Structural Designer – Ms. Traina is providing structural engineering design and review services as part of the design of a water treatment plan for Well No. 5. A new coagulation filtration water treatment plant and storage tank will also be constructed at the existing Well 5 site. The project is funded by a Prop. 84 planning funding grant.

Bryan Bowers, PLS

Project Surveyor

Education

- ✓ B.S. Geomatics Engineering, California State University, Fresno

Licenses/Registrations/Certifications

- ✓ Professional Land Surveyor, California #8469

Areas of Expertise

- ✓ Land Surveying
- ✓ Topographic Surveys
- ✓ Geodetic & Conventional Control Surveys
- ✓ Construction Staking

Professional Summary

Bryan Bowers is a land surveyor at Provost & Pritchard with over 15 years of experience in the surveying field. He has been involved with the supervision, planning, and execution of geodetic and conventional control surveys, topographic surveys, subdivision mapping, boundary surveys, and construction staking.

Relevant Experience

Gary R. Serrato Intertie Facility, Fresno Irrigation District, Fresno County, California, Project Surveyor – Mr. Bowers was responsible for the completion of surveys related to the design of the Gary R. Serrato Intertie Facility, formerly called the Gould Canal to Friant-Kern Canal Intertie Project. The project included the installation of a 200 cfs pump station to discharge water into the Friant-Kern Canal where the Gould Canal intersects. The pump station is expandable to an ultimate design of 300 cfs and 1,000 hp total. The project included engineering design, CEQA/NEPA documents, and securing all the necessary permits with the Bureau of Reclamation and Friant Water Authority within a seven-month time frame.

South and Highland Basin, Consolidated Irrigation District, Fowler, California, Project Surveyor – Mr. Bowers was responsible for completing the surveys required for the development of a 75-acre groundwater property for development as a groundwater banking facility. The feasibility study included subsurface geologic investigation, evaluation of source water supply availability, preliminary facility design alternatives, construction cost estimates, banking operation, cost/benefit analysis, baseline groundwater monitoring around the project, establishment of a well monitoring network, Phase I environmental assessment, biological/cultural studies, pilot basin infiltration testing, well pump testing, and identification of possible banking partners

Red Top Area Conveyance Facilities, San Luis Canal Company, Project Surveyor – Mr. Bowers was the project surveyor responsible for providing surveys as part of the design of a 36 cfs pump station located on the Arroyo Canal with a discharge pipeline into the Poso Canal, a turnout on the Poso Canal, a 42” gravity pipeline across the San Joaquin River, two 18 cfs booster pumps and two 24” pipelines (approx. 2 miles) to carry the water to private users. The survey work included a boundary survey along with topographic surveys and mapping.

Well No. 6, Riverdale Public Utility District, Fresno County, California, Survey Project Manager – This project included a pilot hole and production well, a well pump, pipes, valves, meters, chlorination equipment (storage and injection), electrical service, a transformer, a motor control cabinet, electrical controls, a backup generator, site grading, fencing, and offsite piping to connect to the existing community water distribution system. Well No. 6 was located within Flood Zone A as identified by FEMA.

Bryan Bowers, PLS *(continued)*

Project Surveyor

Mr. Bowers was responsible for conducting a topographic survey, preparing legal descriptions, and construction staking services.

Well No. 5 Water Treatment Plant, Riverdale Public Utility District, Fresno County, California, Survey Project Manager – Mr. Bowers provided surveying services for the design of a water treatment plant for Riverdale Public Utility District's Well No. 5. Funded by a Proposition 84 planning grant, the project consists of a new coagulation filtration water treatment plant and storage tank. Surveying services consist of topographic survey, boundary resolution, and construction staking.

Nielsen Recharge Basin, City of Fresno, California, Project Surveyor – The City of Fresno expanded their recharge program by constructing retention basins and associated facilities. Mr. Bowers was responsible for managing the topographic design survey, boundary survey, construction staking and preparing legal documents to facilitate the project.

Southwest Groundwater Banking Project, Fresno Irrigation District, County of Fresno, California, Project Surveyor – The project involved purchasing property south of Kerman near McMullin Grade for groundwater banking. The design included new basins, water control structures and increasing canal capacities. Mr. Bowers was involved in the initial planning, topographic surveys, boundary surveys and construction staking for the project.

Friant-Kern Canal Intertie, Fresno Irrigation District, County of Fresno, California, Project Surveyor – The district constructed a pump station near the intersection of the Friant-Kern Canal and the Gould Canal to pump water out of the Gould Canal and into the Friant-Kern Canal. Mr. Bowers was responsible for the topographic survey, right of way survey of the canals and preparing record documents for an easement.

Raw Water Pipeline, City of Fresno, California, Project Surveyor – Mr. Bowers was responsible for the completion of surveys related to the design of a raw water pipeline between the Friant-Kern Canal and the City of Fresno's Northeast Surface Water Treatment Plant. The pipeline is 60 inches in diameter

and approximately 4.6 miles in length. Mr. Bowers tasks included reviewing easement documents, record maps and preparing the Record of Survey at the end of the design phase.

Pipeline Replacement Project, Tranquillity Irrigation District, County of Fresno, California, Survey Project Manager – Mr. Bowers provided surveying services as part of the design of Tranquillity Irrigation District's pipeline replacement project. The existing pipeline required replacement due to degradation and biofilm accumulation within the pipeline. California Department of Public Health provided the District with a grant to prepare construction documents and replace the water transmission mains within the community. The project consisted of the construction of 7,800 feet of 12-inch water main on the major streets of the community, replacement of hydrants, valves and water services within the project limits, two railroad jack and bore installations and four railroad crossing permits.

Pipeline Replacement Project, Tranquillity Irrigation District, County of Fresno, California, Survey Project Manager – Mr. Bowers provided surveying services as part of the design of Tranquillity Irrigation District's pipeline replacement project. The existing pipeline required replacement due to degradation and biofilm accumulation within the pipeline. California Department of Public Health provided the District with a grant to prepare construction documents and replace the water transmission mains within the community. The project consisted of the construction of 7,800 feet of 12-inch water main on the major streets of the community, replacement of hydrants, valves and water services within the project limits, two railroad jack and bore installations and four railroad crossing permits.

Clinton Avenue Pipeline Replacement Project, City of Fresno, California, Survey Project Manager – Mr. Bowers was responsible for providing survey services as part of the design of a water main pipeline replacement in Clinton Avenue between Angus and First Streets. The project consisted of design and construction of 1,300 feet of 14-inch water main, replacement of all residential and commercial water services and fire hydrants along the alignment.

Neva M. Popenoe, PE, GE

Geotechnical Engineer

Subconsultant Firm

- ✓ BSK Associates

Education

- ✓ B.S. Civil Engineering,
California Polytechnic State University,
San Luis Obispo

Licenses/Registrations/Certifications

- ✓ Civil Engineer, California #73818
- ✓ Geotechnical Engineer, California #3024

Affiliations

- ✓ American Society of Civil Engineers (ASCE)
- ✓ Society of Women Engineers (SWE)

Areas of Expertise

- ✓ Geotechnical Engineering
- ✓ Materials Testing
- ✓ Full Depth Recycling/Reclamation (FDR)
- ✓ Geotechnical Investigations

Professional Summary

Mrs. Popenoe has over 14 years of geotechnical engineering and materials testing experience. She has worked on a variety of projects including highways, railroad and river bridges; flexible and rigid pavements; residential, commercial, and industrial developments; schools and hospitals; pipelines; power facilities; impoundments; landfills; and forensic studies. She is responsible for managing and conducting geotechnical investigations including developing the scope of work and budget, site reconnaissance, field classification of soils, sampling, design, and report preparation and review. She has performed geotechnical investigations for over 100 bridges in the State of California for Caltrans, local cities and counties. In addition to bridge foundations, her design experience on these projects includes retaining walls, sound walls, roadway embankments, and pavement structural sections. She also performs field inspection and testing, data analysis, laboratory testing, and construction special inspections.

Relevant Experience

City of Fresno Recycled Water Project, Fresno County, California, Senior Geotechnical Engineer - Ms. Popenoe was the geotechnical engineer for various phases of the pipeline design and construction. The project includes over 4 miles of recycled water mains throughout south Fresno, with several trenchless crossings.

City of Fresno Surface Water Project, Fresno County, California, Senior Geotechnical Engineer - Ms. Popenoe was the geotechnical engineer for various phases of the pipeline design and construction. The project includes over 4 miles of surface water transmission lines throughout Fresno, with several trenchless crossings. Design includes soil cement fill recommendations to protect the pipe at the creek crossing from potential scour.

Water Reservoirs/Pump Stations, Turlock, California, Senior Geotechnical Engineer - Ms. Popenoe conducted a geotechnical investigation for a 1.2-million gallon welded steel water storage tank and an approximately 2,500 square foot booster pump station.

Wellhead Treatment for TCP, Tulare and Kingsburg, California, Senior Geotechnical Engineer - Ms. Popenoe completed the geotechnical investigation for seven wellhead treatment facilities. Design included mat foundations for GAC vessels and other equipment, retaining walls and ringwall foundation systems for backwash tanks.

Water Main Replacement Project, Turlock, California, Senior Geotechnical Engineer - Ms. Popenoe was the geotechnical engineer for on-going project for design of replacement of water mains in downtown Turlock.

Kevin Pezzoni, PE

Electrical Engineer

Subconsultant Firm

- ✓ Pezzoni Engineering, Inc.

Education

- ✓ B.S. Aeronautical Engineering, California Polytechnic State University, San Luis Obispo
- ✓ Graduate Studies, Electrical Engineering, California Polytechnic State University, San Luis Obispo

Licenses/Registrations/Certifications

- ✓ Electrical Engineer, California #16269

Areas of Expertise

- ✓ Electrical Design
- ✓ Water Well Design
- ✓ Pump Stations

Professional Summary

Kevin Pezzoni is a Registered Professional Electrical Engineer in the State of California. He has over 20 years of experience comprised of 10 years as principal of his own firm. Mr. Pezzoni's extensive experience in the design of complex electrical systems spans 20 years, with a specialty in healthcare, commercial and related facilities engineering. This extensive design experience along with his experience in project management has enabled Mr. Pezzoni to develop techniques to streamline the design and approval process while designing cost effective and energy efficient systems.

Relevant Experience

Leerdo Campus Water and Wastewater Improvements Project, Kern County, Bakersfield, California, Electrical Engineer – As a subconsultant to Provost & Pritchard, this project consisted of evaluating and designing water and wastewater infrastructure improvements required to accommodate the expanded campus population. The improvements included new supply wells, sulfide removal treatment, a 1.25 million gallon water storage tank, a 3,500 gpm high pressure fire pump, a high service pumping station, and water distribution system improvements.

Well No. 3 Water Treatment Plant Design, Armona Community Services District, Kings County, California, Electrical Engineer – As a subconsultant to Provost & Pritchard, Mr. Pezzoni provided electrical engineering services as part of the design of Well No. 3, 750,000 gallon bolted steel storage tank, and the associated arsenic-removal water treatment plant and offsite improvements. The scope of work included preparation of plans, specifications and engineer's estimate for the new well and iron coagulation filtration water treatment plant.

Well No. 5 Improvement Project and Storage Tank, Riverdale Public Utility District, Fresno County, California, Electrical Engineer – As a subconsultant to Provost & Pritchard, Mr. Pezzoni recently completed electrical plans and specifications as part of the design and construction of a new 360,000 gallon bolted steel storage tank and high service pumping station to store treated water for the District.

Proposal

Appendix A: Resumes

	Principal Engineer IV	Principal Engineer I	Principal Engineer I	Associate Engineer I	2 Man Survey	Assistant Engineer IV	Senior Technician III	Associate Technician III	Project Administrator III	BSK Associates	Pezzoni	Total Fee
Task Description	Berryhill \$215	Stipe \$185	Mortensen \$185	Gong \$113	\$270	Iskandar \$113	Porter \$143	Noel \$117	Tucker \$91	Geotech \$100	Electrical \$100	
Task 1 - Schematic Design Phase	16	24	16	48	48	40	-	-	8	240	-	\$66,000
Task 2 - Construction Documents Phase	152	430	32	488	-	608	76	184	-	-	180	\$323,000
Task 3 - Bidding Assitance Phase	4	16	-	16	-	16	-	8	32	-	20	\$15,000
Task 4 - Construction Contract Administration Phase	8	61	-	292	-	-	-	40	-	-	60	\$63,000
Total Hours	180	531	48	844	48	664	76	232	40	240	260	\$467,000

City of Hughson

Engineering Design Services for 1,2,3- Trichloropropane Treatment at City Water Supply Wells

Proposal

January 31, 2020

Prepared for:

City of Hughson

Raul L. Mendez, City Manager

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Table of Contents

Cover Letter

Signature Page

Project Understanding and Firm Qualifications	1
Project Personnel	3
Comparable Project Experience	6
Scope of Work Comprehension	9
Project Understanding and Approach	9
Scope of Services	10
Appendix A: Resumes	

Project Understanding and Firm Qualifications

Firm Qualifications

In 1968, Provost & Pritchard Consulting Group began a tradition of engineering excellence in the San Joaquin Valley. Over the course of 50 years, Provost & Pritchard has grown in size, services offered, and geography with nine office locations throughout California. With over 180 employees, our staff is diverse in their specialties, including water treatment for naturally occurring and manmade compounds that threaten water quality, land surveying, and construction management.

While Provost & Pritchard offers a broad range of engineering and consulting services, many of our Fresno office staff are focused on water treatment design. Provost & Pritchard's water treatment project team leads the nation with experience working with 1,2,3-trichloropropane (TCP) mitigation and the associated design of granular activated carbon (GAC) treatment plants. In the past five years, our team has worked on over 40 Central Valley TCP projects, evaluated more than 200 wells for TCP impacts, and designed over four dozen GAC treatment plants incorporating more than 125 GAC vessels. We have also, within the past five years, prepared an independent bid package for pre-purchase of vessels; prepared an independent bid package for pre-purchase of carbon; and coordinated a rapid small-scale column study of eight different activated carbon products.

The following project lists and graphics highlight our vast experience in providing services similar to those being requested for your project.

Well head treatment experience with in the last five years

- City of Atwater (TCP)
- City of Bakersfield (TCP)
- City of Ceres (TCP, manganese)
- City of Delano (TCP and DBCP)
- City of Fresno (TCP, PCE, DBCP and 1,1-DCE)
- City of Fowler (TCP)

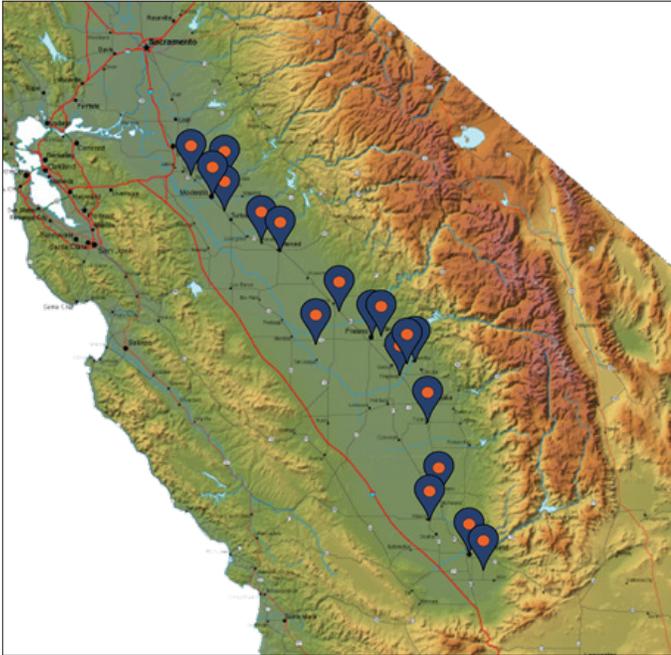
- City of Hughson (TCP)
- City of Kingsburg (TCP)
- City of Manteca (TCP)
- City of Parlier (TCP)
- City of Tulare (TCP)
- City of Turlock (arsenic)
- Lamont Public Utilities District (TCP)
- Bakman Water Company (TCP)
- Belmont Water Corporation (TCP)
- Brock Mutual Water Company (TCP)
- Del Rey Community Services District (TCP)
- Del Oro Water System (TCP)
- Golden State Water Company (TCP)
- Confidential Clients, 6 total clients (TCP)
- Confidential Client (PFOA, PFOS)
- Armona CSD (arsenic, color, DBP)
- CertainTeed (coliform)
- Caruthers CSD (arsenic)
- City of Kerman (chrome-6)
- County of Kern (sulfide)
- City of Los Banos (chrome-6)
- Mariposa County (arsenic)
- Prather Water District (Uranium)
- Riverdale PUD (arsenic, color)
- Styrotek (Nitrate, DBCP)
- Tranquility ID (manganese)
- Zonneveld Dairy (arsenic, nitrate)

Beyond the five-year time horizon, Mr. Berryhill, who will serve as the Principal-in-Charge, has also completed work dealing with TCP and/or similar contaminants such as 1,2-dibromo-3-chloropropane (DBCP), methyl tertiary-butyl ether (MTBE), perchlorethylene (PCE), trichloroethylene (TCE), and 1,1-dichloroethylene (1,1-DCE) for these additional clients:

- City of Redlands
- City of Oceanside
- City of Wasco
- Crescenta Valley Water District
- State of New Hampshire

Project Understanding and Firm Qualifications

- Madera Unified School District
- Southern California Water
- Fruitridge Vista Water Company
- City of Modesto
- City of Merced
- Honolulu Board of Water Supply



Provest & Pritchard Central Valley TCP projects completed within the last 5 years

Familiarity with Regulatory Requirements

Provest & Pritchard staff has more experience with permitting TCP treatment projects than any other firm in the nation. In the past five years our team has designed and navigated the permitting process for over four dozen GAC treatment plants. We have a close working relationship with Division of Drinking water staff and obtaining permit approval on TCP/GAC projects. Provest & Pritchard's Principal-in-Charge, Kevin Berryhill, is a national leading expert regarding TCP and was invited to give a presentation on the mitigation of TCP contamination of drinking water wells to statewide offices of the State Water Resources Control Board.

GAC Design Experience

All of the volatile and synthetic organic contaminants (VOC and SOC) projects listed above involve schematic and/or detailed design of GAC facilities. Design projects underway or completed within the past five years that were specific to preparation of construction bid documents (plans and specifications) for GAC treatment plants include:

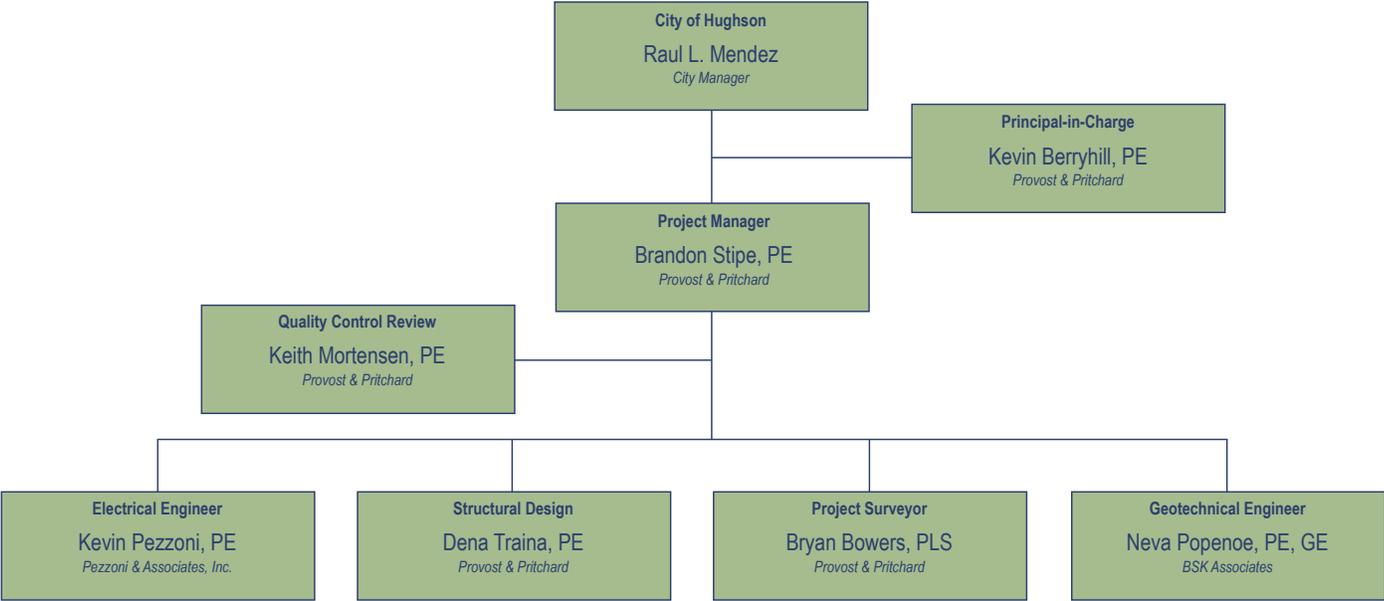
- City of Atwater (TCP): 6 vessels
- City of Bakersfield (TCP): 84 GAC vessels
- City of Tulare (TCP): 24 GAC vessels
- City of Kingsburg (TCP): 8 GAC vessels
- Confidential Clients (TCP): 40 GAC vessels
- Del Oro Water System (TCP): 2 GAC vessels
- City of Fresno (TCP): 1 GAC vessel
- City of Fresno PS 171 (DBCP): 3 GAC vessels
- City of Fresno PS 117 & 284 (PCE): 4 GAC vessels
- Madera County MD-1 SWTP: 2 GAC vessels

Project Personnel

For the City of Hughson’s project we have assembled our most experienced GAC design and TCP mitigation staff.

Following is a team organizational chart that depicts areas of responsibility and reporting structure. In addition, we have included experience summaries of each key project staff. Detailed resumes that includes detailed experience for key project staff can be found in the Appendix of this proposal.

Organization Chart



Kevin Berryhill, PE

Principal-in-Charge

Availability: 20%

Kevin Berryhill is Provost & Pritchard's principal water treatment practice lead with almost 25 years of engineering experience. Kevin will serve as the Principal-in-Charge for the GAC treatment plant design. Kevin is a national leading expert regarding TCP mitigation and associated GAC design. He has evaluated more than 200 wells for TCP mitigation, and was responsible for the design of more than four dozen GAC treatment plants incorporating more than 125 GAC vessels. In addition to TCP, he has experience in the evaluation and treatment of other VOCs and SOCs including DBCP, MTBE, PCE, TCE, 1,1-DCE. At the invitation of the State Water Resources Control Board he has presented to the state-wide offices of the Division of Drinking Water on the mitigation of TCP contamination of drinking water wells. He has also presented on the topic of TCP mitigation at American Water Works Association (AWWA) conferences. He was also asked to provide guidance to the New Jersey Drinking Water Quality Institute Treatment Subcommittee regarding TCP removal treatment effectiveness.



Keith Mortensen, PE

Quality Control Review

Availability: 20%

Keith Mortensen will provide quality control reviews of the plans, bid documents and specifications of the treatment facility. Keith is a principal engineer with 13 years of experience in the design of water treatment and water resource projects. His design experience specializes in water treatment plants, but he also has experience in chlorination systems, well installations, pipelines, pump stations, water storage, and system automation. Keith has assisted Kevin on nearly every water treatment project completed by Provost & Pritchard over the past 5 years and has worked on more than one dozen TCP and GAC design projects.



Dena Traina, PE, ENV SP

Structural Design

Availability: 15%

Dena Traina is a principal engineer at Provost & Pritchard with nearly 40 years of experience in the planning, design, inspection, and construction of engineering structures. Her project experience includes water and wastewater treatment plants, utility projects, floodwalls, communication facilities, and architectural and industrial buildings. Dena has recently completed the structural design of more than one dozen GAC treatment plants. Dena's responsibilities have included overseeing design engineers and drafters, preparing plans and specifications, performing quality control reviews, and coordinating construction administration. She will be responsible for the structural design of the GAC vessel foundations, anchorage, and related appurtenances.



Brandon Stipe, PE

Project Manager

Availability: 60%

Brandon Stipe will serve as project manager where he will oversee the day-to-day project activities as well as communicate regularly with City staff to ensure the project addresses the concerns and needs of the community. Brandon has 13 years of experience in the preparation of plans, specifications and cost estimates, permitting, and construction phase services for water treatment projects. Brandon is experienced with both wellhead treatment and surface water treatment projects involving the removal of volatile organic compounds, synthetic organic compounds, and naturally occurring contaminants. Brandon and Kevin have worked together on water treatment design projects for more than twelve years. Brandon has recently served as the Project Manager for the design of seven TCP-removal GAC treatment plants incorporating 30 GAC vessels.



Bryan Bowers, PLS

Project Surveyor

Availability: 20%

Bryan Bowers is a land surveyor at Provost & Pritchard Consulting Group and has 15 years of experience in the surveying field. He has been involved with the supervision, planning and execution of geodetic and conventional control surveys, topographic surveys, subdivision mapping, construction staking, and boundary surveys. Mr. Bowers will serve as the project manager responsible for land surveying services for the City of Hughson's project, overseeing the day-to-day operations of surveying, coordinating field crews, and data collection and reporting.



Design Drafting and Support Staff

While drafting and administration support staff are not individually listed, Provost & Pritchard has design support staff members experienced in GAC design located in our Fresno, Modesto, Clovis, Visalia, and Bakersfield offices. These drafting technicians, engineers-in-training, and project administrators have worked full-time on TCP/GAC design projects over the last couple of years under Kevin's direction.

Subconsultants

Provost & Pritchard has consistently utilized the following specialty subconsultants for the water treatment facility projects for which we've designed and constructed including many GAC treatment plants.

BSK Associates

Geotechnical Engineering

BSK has provided geotechnical services for more than 50 years and offers in-depth knowledge and experience relative to earth pressures and their impacts on foundations, pavements, retaining walls, pipelines, and structures. Their geotechnical capabilities include feasibility studies, site evaluations, soil stabilization studies, construction engineering, foundation designs, rippability and grading recommendations, excavation and dewatering consulting, seismic hazards investigations and earthwork observations during construction.

Pezzoni Engineering

Electrical Engineering

Pezzoni Engineering is a progressive electrical engineering firm dedicated to providing their clients with high quality and timely service. They offer a complete range of electrical engineering services, the scope of which includes electrical engineering from the preliminary study phase through project construction administration. Specialties include power, controls, lighting, information technologies, communications, and instrumentation systems design; energy management and value engineering services. Kevin Pezzoni has served as the electrical engineer on most of Provost & Pritchard's GAC treatment projects.

Comparable Project Experience

Provost & Pritchard has more experience solving drinking water TCP contamination problems than any other firm in the nation and has an extensive history of providing full-service design and construction services for water treatment projects throughout the San Joaquin Valley. The following list includes a selection of relevant water treatment projects performed by Provost & Pritchard in the past five years.

TCP Wellhead Treatment Project City of Atwater, California

Provost & Pritchard prepared a TCP Mitigation Feasibility Study to address TCP contamination in the drinking water supply wells for the City of Atwater. The study included evaluation of alternative methods of mitigation and treatment, an evaluation of water quality, an assessment of existing well sites, development of schematic treatment site layouts, and preparation of capital and O&M cost opinions. Provost & Pritchard is now providing engineering design services for the GAC treatment of one of the City's wells.

Team Members/ Role:	Kevin Berryhill, PE, Project Manager; Keith Mortensen, PE, Project Engineer; Brandon Stipe, PE, Quality Control Review
Project Cost	\$99,500 to date
Project Schedule	<ul style="list-style-type: none"> Feasibility Study: Started 2018 – Completed 2018 Design: Started 2019 – currently in design

TCP Wellhead Treatment Project City of Bakersfield, California

The City of Bakersfield operates 63 groundwater wells. Of the 63 wells, 38 are contaminated with TCP at levels exceeding the maximum contaminant level (MCL) - in some cases exceeding 100 times the MCL. This project consisted of evaluating the contaminated wells, recommending a treatment alternative, and designing and constructing the necessary GAC treatment improvements. Provost & Pritchard

completed design and plan production for GAC treatment plants at more than 30 wells and provided construction management as part of design-build project delivery. The scope of services also included separate vessel and carbon procurement bid packages and rapid small-scale column testing of various activated carbon products.

Team Members/ Role:	Kevin Berryhill, PE, Principal-in-Charge; Keith Mortensen, PE, Design Engineer; Herb Simmons, PE, Well Engineer
Project Cost	\$ 3,564,800
Project Schedule	Started 2017 – Completed 2019

TCP Wellhead Treatment Project City of Tulare, California

Provost & Pritchard is providing engineering design services for the GAC treatment of six of the City's TCP impacted wells. Provost and Pritchard had previously prepared a TCP Mitigation Feasibility Study to address TCP contamination in 13 of the City's drinking water supply wells. The study included evaluation of alternative methods of mitigation and treatment, an evaluation of water quality, an assessment of existing well sites, development of schematic treatment site layouts, and preparation of capital and O&M cost opinions. The design scope of services includes plan preparation, bidding, construction support, and carbon procurement assistance.

Team Members/ Role:	Kevin Berryhill, PE, Principal-in-Charge; Brandon Stipe, PE, Project Manager; Keith Mortensen, PE, Quality Control
Project Cost	\$807,800
Project Schedule	Started 2014 – Currently in Design

Comparable Project Experience

TCP Wellhead Treatment Project

City of Kingsburg, California

The City of Kingsburg had several drinking water wells contaminated with TCP. In June of 2016, Provost & Pritchard prepared a study for the City which evaluated mitigation alternatives and made recommendations for the implementation of GAC treatment for the City's TCP impacted wells. The Study also recommended that the wells treated with GAC be disinfected by chlorinating the water leaving the GAC vessels and that all other active wells be disinfected to avoid unstable chlorine residuals in the distribution system. Provost & Pritchard is providing engineering design services for the GAC treatment of two of the City's TCP impacted wells. The design scope of services includes plan preparation, bidding, construction support, and carbon procurement assistance. This project is now under construction.

Team Members/ Role:	Kevin Berryhill, PE, Principal in Charge; Keith Mortensen, PE, Project Manager; Brandon Stipe, PE, Quality Control Review; Dena Traina, PE, Structural Engineering
Project Cost	\$335,000
Project Schedule	Started 2016 – Completed 2019

TCP Wellhead Treatment Projects

City of Fresno, California

The City of Fresno hired Provost & Pritchard to provide professional engineering design, alternative delineation, evaluation, well site review, feasibility analysis, and expert witness services for wellhead treatment projects within the City. The project consists of evaluation of GAC treatment at approximately 45 water wells to remove TCP. Provost & Pritchard recently prepared plans and specifications for expansion of the existing PS 70 GAC treatment plant to improve TCP removal performance and is preparing to begin the design of GAC treatment at five of the City's existing well sites.

Team Members/ Role:	Kevin Berryhill, PE, Project Manager Keith Mortensen, PE, Project Engineer
Project Cost	\$945,000 (2 projects)
Project Schedule	Started 2017 – Currently in design

DBCP and PCE Wellhead Treatment Projects

City of Fresno, California

In addition to TCP work for the City of Fresno, Provost & Pritchard has completed the design of wellhead treatment at two different well sites (PS 171 and PS 117) contaminated with the synthetic and volatile organics DBCP and PCE. This project consists of evaluating the contaminated wells, recommending a treatment alternative, designing the necessary improvements, and providing construction administration services. Construction of a GAC treatment plant at PS 171 was completed in 2017 and construction of an air stripping treatment plant at PS 117 is anticipated to begin in 2020.

Team Members/ Role:	Kevin Berryhill, PE, Principal-in-Charge; Keith Mortensen, PE, Project Manager; Brandon Stipe, PE, Quality Control
Project Cost	\$677,000
Project Schedule	Started 2016 – Completion estimated in 2020

TCP and Inorganic Water Quality Consulting

City of Ceres, California

Provost & Pritchard provided consulting services related to water quality concerns in the City of Ceres' water system including TCP, iron, manganese, and arsenic contamination. The overall project consisted of researching, designing, and implementing drilling and zone sampling of two test wells. Provost & Pritchard also conducted a groundwater treatment feasibility study evaluating alternatives to treat four of the City's wells for iron, manganese, and arsenic removal and coordinated a pilot study to validate the alternative recommended in that study.

Team Members/ Role:	Kevin Berryhill, PE, Project Manager Keith Mortensen, PE, Project Engineer
Project Cost	\$162,000
Project Schedule	Started 2017 – Completed 2019

Client References

Client References			
Agency	Contact	Telephone	Project
City of Bakersfield	Arthur Chianello, <i>Water Resources Department Manager</i>	(661) 326-3715	TCP Wellhead Treatment Project,
City of Fresno	Lito Bucu, <i>Supervising Engineering Technician, Dept. of Public Utilities</i>	(559) 621-1621	TCP, DBCP and PCE Wellhead GAC Treatment Projects
City of Kingsburg	David Peters, <i>City Engineer</i>	(559) 299-1544	TCP Wellhead Treatment Project
City of Tulare	Trisha Whitfield, <i>Public Works Director</i>	(559) 684-4319	TCP Wellhead Treatment Project
City of Atwater	Justin Vinson, <i>Water Shift Operator</i>	(209) 777-0273	TCP Wellhead Treatment Project

Scope of Work Comprehension

Project Understanding and Approach

In 2018, Provost & Pritchard completed a study titled “City of Hughson 1,2,3-TCP Mitigation Feasibility Study.” The purpose of the study was to recommend an approach to mitigate TCP contamination at five (5) of the City’s wells. The study identified general improvements required to treat the TCP contaminated wells utilizing GAC; presented conceptual site plans establishing approximate space requirements; determined whether additional property would be required; and estimated capital and operating costs. The City has asked for a proposal to provide engineering design and construction assistance services for three (3) of the five wells identified in the Feasibility Study (Wells 3, 4, and 8).

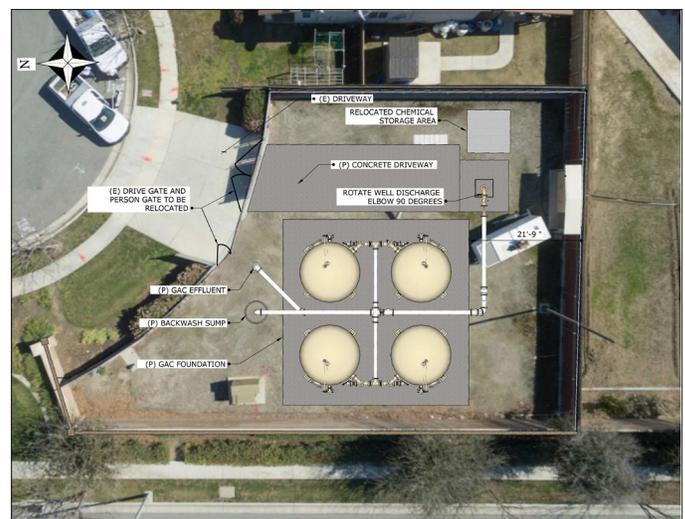
While the study provides a good starting point for the proposed design and construction project there are still many specifics that need to be addressed for the project to be successful including:

- Evaluation of how existing or future arsenic treatment should influence the implementation of GAC treatment for TCP removal;
- Refinement of treatment plant siting;
- Design for operability; and
- Careful specification of GAC systems and associated appurtenances.

The arsenic levels in the project wells continue to be problematic. While Well 8 is currently treated for arsenic removal, Wells 3 and 4 are not. Well 3 is currently just below the MCL but Well 4 is over and will require treatment. The City will be constructing a centralized arsenic treatment plant to connect Well 4 now and potentially Well 3 in the future as part of a separate project. Provost & Pritchard understands the challenges associated with integrating both arsenic and TCP treatment into a fully functioning well head treatment plant. During the City of Bakersfield TCP Mitigation

project this exact process was required on 4 wells that had existing arsenic treatment systems. Provost & Pritchard is also currently designing an adsorptive arsenic removal treatment plant for another well in the City of Bakersfield where we previously designed TCP treatment. By planning ahead during the TCP project the future arsenic treatment project that is now being designed has been greatly simplified. Provost & Pritchard is also designing an iron-assisted coagulation filtration arsenic removal treatment plant for the City of Turlock where we are specifically accounting for the possibility of needing to add TCP treatment in the future.

The site layouts included in the Feasibility Study were intended to be conceptual in nature. Now that the City is proceeding with design and construction of GAC treatment plants, each site layout will need to be carefully reevaluated considering property acquisition constraints, site access, community impacts, and the aforementioned arsenic treatment. Our extensive experience with GAC treatment projects will allow us to quickly identify the most feasible alternatives and provide conceptual layouts to the City. Other clients have found it helpful for us to generate three-dimensional illustrations of proposed site layouts similar to the following. Aerial drone footage can be incorporated if necessary.



One of our primary considerations when designing a treatment plant is operability. Operability issues specific to GAC treatment that we will be carefully evaluating include:

- Delivery truck access and accommodation: Trucks are full 65' long tractor trailers with limited delivery hose reach. Special drains and water supplies need to be provided if carbon changeouts are to go smoothly.
- Waste disposal: Normal carbon changeout and contingency operations result in numerous liquid waste streams that must be managed. Provost & Prichard has evaluated alternatives for disposal of these wastes on numerous projects and can identify the best solution for the City.
- Operator access: As with any treatment plant, access to valves, gauges, analyzers, and other frequently operated and maintained components is critical to the City's long-term satisfaction with the project. Provost & Pritchard incorporates years of lessons learned and operator feedback into our designs.

The heart of the treatment plant is the GAC adsorbers. Not all GAC systems are created equal nor will all of them provide long-term reliable and convenient service. Provost & Pritchard has spent years optimizing our GAC procurement approach and documents to ensure that the City gets the best value for its money. We will also work with the City to decide if vessel and/or carbon pre-procurement makes sense. We have recent experience completing projects both with and without pre-procurement.

Provost & Pritchard would be happy to meet with the City to discuss our qualifications and proposed project approach.

Scope of Services

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

Phase SD: Schematic Design Phase

- **Project Management**
 - 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 plans for each well showing the existing facilities and the new GAC vessels and wash water reclaim tanks. These drawings will be prepared to at least the 10% level to help the City with the property acquisition process.
- **Assumptions**
 - The project management and programming budget is based on a total design project duration of 6 months.

Scope of Work Comprehension

- Sufficient monumentation will be locatable to determine right-of-way and property limits.
- The GAC treatment plants are being constructed adjacent to an existing City of Hughson well site.
- The City will pay for all water quality sampling fees directly.
- Submit drawings and specifications to DDW for review (PDF format)
- Schedule and conduct workshop review meeting with DDW

Phase CD: Construction Document Phase

• Preliminary Plans, Specifications, and Cost Estimate

- Address any remaining comments on the preliminary site plan
- Prepare (30%) 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 (3 sheets)
 - Demolition plan (3 sheets)
 - Site plan (3 sheets)
 - Grading plan (3 sheets)
 - Site Piping plan (3 sheets)
 - GAC Vessel Piping Plan (3 sheets)
 - Manifold piping details (3 sheet)
 - Washwater Reclaim Tank and Pump Plan and details (2 sheet)
 - Miscellaneous details (8 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)

• Assumptions

- City boiler plate front-end specifications will be used (if available).
- Wash water will be reclaimed on site.

• Permitting Assistance

- Coordinate with the State Water Resources Control Board – Division of Drinking Water (DDW) regarding the project
- Prepare and submit Operations Plan to DDW for approval

• Assumptions

- City will pay for all permit fees directly.
- No permits will be required other than those specifically identified above.
- The City will handle coordination 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 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
- Startup assistance

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.

Additional Services

The following services are not included in this proposal, however these and others can be provided at additional cost, either directly by Provost & Pritchard Consulting Group or through subconsultants, upon request.

- Carbon or GAC vessel procurement assistance
- 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)

Appendix A: Resumes

Kevin Berryhill, PE

Principal-in-Charge

Education

- ✓ M.S. Mechanical Engineering, California State University, Long Beach
- ✓ B.S. Mechanical Engineering, California Polytechnic State University, San Luis Obispo

Licenses/Registrations/Certifications

- ✓ Civil Engineer, California #70415
- ✓ Mechanical Engineer, California #32762

Affiliations

- ✓ American Water Works Association (AWWA)

Areas of Expertise

- ✓ Water Treatment
- ✓ Water Quality
- ✓ Pumping Stations
- ✓ Water Distribution & Storage
- ✓ Municipal Infrastructure

Professional Summary

Kevin Berryhill is a principal engineer at Provost & Pritchard with over 23 years of engineering experience. Mr. Berryhill is experienced in the evaluation of water quality and the selection and design of water treatment processes. He has experience in feasibility and pre-design studies, design and preparation of plans, specifications and cost estimates, permitting, pilot studies, and construction support. His experience includes conventional and membrane surface water treatment; wellhead treatment projects involving the removal of volatile organic chemicals (VOC), synthetic organic chemicals (SOC), natural organic matter (NOM), disinfection byproducts, nitrate, perchlorate, iron, manganese, arsenic, hydrogen sulfide, carbon dioxide (CO₂), radon, uranium, and color; and disinfection improvement projects.

Mr. Berryhill also has extensive experience in the design of water storage and pumping stations. His experience includes time spent as a research and development engineer for a centrifugal pump company. He has designed pumping stations utilizing vertical turbine, horizontal end suction, horizontal split case, vertical in-line, vertical multi-stage, submersible, and progressive cavity pumps. He has designed facilities incorporating bolted steel, welded steel, and prestressed concrete water storage reservoirs.

Mr. Berryhill has experience with projects incorporating funding from the Safe Drinking Water State Revolving Fund (SRF), Proposition 1, Proposition 84, Proposition 50, ARRA, Community Development Block Grants (CDGB), and the Drinking Water Treatment and Research Fund (DWTRF). He has developed an excellent working relationship with the State Water Resources Control Board – Division of Drinking Water through his many California drinking water projects.

Relevant Experience

TCP Related Experience, Multiple Clients, California - Mr. Berryhill has completed TCP Mitigation Feasibility Studies for more than three-dozen water utilities encompassing more than two hundred wells and has designed more than 40 granular activated carbon treatment plants specifically for TCP removal.

Kevin Berryhill, PE *(continued)*

Principal-in-Charge

TCP Treatment Feasibility Studies, Multiple Confidential Clients, California - Mr. Berryhill has completed several TCP Mitigation Feasibility studies for industrial, food processing, and other private clients. These studies evaluated non-treatment and treatment alternatives for mitigation of TCP contamination of potable water wells.

TCP, DBCP and Nitrate Mitigation Feasibility Study, Confidential Client, California, Project Manager – Mr. Berryhill prepared a feasibility study evaluating non-treatment and treatment alternatives for mitigating the contamination of two potable water supply wells with TCP, DBCP, and nitrate.

Wellhead Treatment Project, City of Bakersfield, California, Project Manager – Mr. Berryhill is currently serving as the Project Manager, overseeing the evaluation and treatment of the City of Bakersfield's TCP-contaminated groundwater wells. This project consists of evaluating the contaminated wells, recommending a treatment alternative, and designing the necessary improvements to mitigate the new TCP MCL effective January 1, 2018. Thirty-one granular activated carbon treatment plants are being designed simultaneously as part of a design-build project. This project also included independent GAC vessel procurement, carbon procurement, and RSSCT study.

GAC Treatment Plant Design, Traver, California, Principal-in-Charge – This project involves the design of a GAC treatment plant for removal of TCP from a municipal water supply well. The treatment plant is being designed on an existing well site. Ancillary treatment plant features include a backwash supply tank and pump station and backwash water disposal system.

Engineering Design and Feasibility Analysis for Removal of TCP City of Fresno, California, Project Manager – Project services included engineering design, alternative delineation, evaluation, well site review, feasibility analysis, and expert witness services for wellhead treatment projects within the City. The study included schematic design of more than fifty (50) GAC treatment plants.

TCP Mitigation Feasibility Study, City of Ceres, Ceres, California, Project Manager – This project consisted of preparation

of a TCP Mitigation Feasibility Study to address TCP contamination in ten of the City's drinking water supply wells. The study included evaluation of alternative methods of mitigation and treatment, an evaluation of water quality, an assessment of existing well sites, development of schematic treatment site layouts, and preparation of capital and O&M cost opinions.

GAC Treatment Plant Design, Kingsburg California, Principal-in-Charge – This project involves the design of GAC treatment plants for removal of TCP from two municipal water supply wells. One treatment plant is located at an existing well site while the second plant is located at a remote green-field site due to space constraints.

TCP Mitigation Feasibility Study, Kingsburg, California, Project Manager – This project consisted of preparation of a TCP Mitigation Feasibility Study to address TCP contamination in three of the City's drinking water supply wells. The study included evaluation of alternative methods of mitigation and treatment, an evaluation of water quality, an assessment of existing well sites, development of schematic treatment site layouts, and preparation of capital and O&M cost opinions.

TCP and Nitrate Mitigation Feasibility Study, Mettler CWD, California, Project Manager – Mr. Berryhill prepared a feasibility study evaluating non-treatment and treatment alternatives for mitigating the contamination of two potable water supply wells with TCP and nitrate.

TCP Mitigation Feasibility Study, Parlier, California, Project Manager – Mr. Berryhill prepared a TCP Mitigation Feasibility Study to address TCP contamination in six of the City's drinking water supply wells. The study included evaluation of alternative methods of mitigation and treatment, an evaluation of water quality, an assessment of existing well sites, development of schematic treatment site layouts, and preparation of capital and O&M cost opinions.

Brandon Stipe, PE

Project Manager

Education

- ✓ B.S. Civil Engineering
California State University, Fresno

Licenses/Registrations/Certifications

- ✓ Civil Engineer, California #75956

Affiliations

- ✓ American Society of Civil Engineers
- ✓ American Water Works Association, California-Nevada Section:
- ✓ Young Professionals Committee
- ✓ Water Treatment Committee Member
- ✓ Tanks, Reservoirs, and Structures Committee Member

Areas of Expertise

- ✓ Water Quality
- ✓ Facility Planning
- ✓ Tanks and Booster Pump Stations
- ✓ Water Treatment
- ✓ Wastewater Treatment

Professional Summary

Brandon Stipe has more than 12 years of experience in various civil engineering projects, but primarily in water quality and treatment. This experience including pre-design studies, preparation of plans, specifications and cost estimates, permitting, and construction phase services. Mr. Stipe is also experienced with facility planning, wastewater treatment, surface water treatment, and wellhead treatment projects involving the removal of volatile organic compounds, soluble organic compounds, and naturally occurring contaminants.

Relevant Experience

TCP Mitigation Project, City of Tulare, Tulare, CA Project Manager – Mr. Stipe serves as the Project Manager for the TCP Mitigation Project for the design of GAC treatment facilities at seven of the City’s wells. The wells range in capacity from 700 to 1,400 gpm. The total capacity of the treatment plants at all seven wells is approximately 8,300 gpm which is approximately 40 percent of the City’s water supply. In addition to design services the project included surveying, legal descriptions to acquire additional property, bid and construction support services, biological observation, vessel pre-procurement, and construction staking for each of three bid packages.

Berkeley Tuolumne Camp Surface Water Treatment Plant, Groveland, CA – Treatment Design Lead - The Berkeley Tuolumne Camp burned down in the 2013 Rim Fire and had to be completely rebuilt. As a subconsultant to Siegel and Strain, Mr. Stipe lead the design of the new Surface Water Treatment Plant. The treatment plant has a rated capacity of 50 gpm and the design includes a raw water river intake, a packaged up-flow clarification and filtration system, and chlorine disinfection. The design also included three pump stations, 4 chemical feed systems, one building and two bolted steel tanks to provide separate potable and fire water storage. This project required special provisions to allow the plant to operate with limited operator input and to shut down for six months a year.

Surface Water Treatment Plant Improvements Maintenance District No. 1 (MD-1), AECOM, County of Madera, California, Project Manager – As a subconsultant to AECOM, Mr. Stipe lead the design of the new Surface Water Treatment Plant. The treatment plant has a rated capacity of 350 gpm and has to deal with challenging raw water turbidity in excess of 100 NTU. The design includes a packaged inclined tube settler with solids recirculation an up-flow clarification and filtration system, and chlorine disinfection. The design also includes a GAC contactor for DBP precursor reduction; 4 chemical feed systems and chemical storage facilities; a 70,000-gallon sloped bottom, bolted steel tank for wash water reclaim; and a 209,000-gal bolted steel tank for CT and finished water storage. This project required special provisions to allow the plant to operate with limited operator interaction.

Brandon Stipe, PE *(continued)***Project Manager**

Arsenic Mitigation Services, Shaver Lake Point 2 Mutual Water Company, Madera County, Project Manager – The Shaver Lake Point 2 Mutual Water Company (SLP2) operates a community drinking water system that presently serves approximately 96 service connections. The primary wells produce water with arsenic levels that exceed the regulatory maximum contaminant level (MCL) and therefore required treatment. Provost & Pritchard prepared an expedited design to assist the Company with procurement and installation of an adsorptive media arsenic treatment facility rated for 25 gpm. The system also required a new chlorination system, booster pump, raw water storage tank, and wash water reclaim tank.

Paso Robles Water Treatment Plant Design, City of Paso Robles, California, Process Design Lead & Deputy Project Manager – Mr. Stipe served as the process design lead and deputy project manager for the design of the Paso Robles Water Treatment Plant, a 2.4 mgd surface water treatment facility. Design engineering included a dissolved air flotation clarifier, membrane filtration, GAC contactors for taste and odor and DBP precursor reduction, four chemical feed systems, chemical storage facilities, and a 180,000-gallon clearwell. This plant will operate seasonally during the summer months to treat water from the Nacimiento Water Project.

Design and Construction of T-3 Water Storage and Treatment Facility, City of Fresno, California, Process Design Lead & Deputy Project Manager – As the process design lead and deputy project manager for the City of Fresno's T-3 Water Storage and Treatment Facility, Mr. Stipe provided design engineering and construction support services for the project. The facility was designed as 4 mgd (expandable to 8 mgd) surface water treatment facility, with a raw water screening facility, five pump stations and two buildings. The design also consisted of packaged up-flow clarification and filtration; GAC contactors for taste and odor and DBP precursor reduction; 10 chemical feed systems, including a 26-ton carbon dioxide system; chemical storage facilities; 84,000-gallon bolted steel tank; and 3-MG pre-stressed concrete water storage tank. This project required special provisions to allow the plant to operate unmanned and to shut down for six months a year.

Willow Creek Water Treatment Plant, Bass Lake Water Company, Bass Lake, California, Project Manager – Mr. Stipe served as the project manager for the design of the Willow Creek Water Treatment Plant, a 1 mgd surface water treatment facility in Bass Lake. The plant included four pumping stations, membrane filtration, and UV disinfection. This project required special provisions to allow the plant to operate unmanned and maintain a throughput of 99.9 percent due to the severely limited capacity of the adjacent sewer system.

District Engineer, Root Creek Water District, Madera County, California, Wastewater Treatment Lead Engineer – Provost & Pritchard is the District Engineer for the Root Creek Water District that provides water, wastewater, and storm drain utilities. As the Lead Engineer for wastewater treatment Mr. Stipe has completed numerous studies and reports evaluating treatment alternatives including membrane bioreactors, more conventional activated sludge, and trickling filters for capital and operational costs. The evaluations included phasing and cash flow analyses to grow the plant from 80,000 gpd to 1.2 mgd and leaving room for up to 2.4 mgd.

Capacity Evaluation of the California Men's Colony Wastewater Treatment Plant, City of Morro Bay/Cayucos Sanitary District, Morro Bay, California, Project Engineer – Mr. Stipe was responsible for analyzing the hydraulic and process capacity of the existing wastewater treatment plant. He also recommended improvements required to increase the capacity needed to serve Morro Bay and Cayucos, and provided an estimate of the associated costs of for the improvements. The existing facility consists of a fine screen, aerated grit removal, activated sludge secondary treatment via oxidation ditch and secondary clarifier, and tertiary treatment through sand filtration and ultraviolet disinfection.

Keith Mortensen, PE

Quality Control Review

Education

- ✓ B.S. Civil Engineering,
California State University, Fresno

Licenses/Registrations/Certifications

- ✓ Civil Engineer, California #75865

Affiliations

- ✓ American Water Works Association
- ✓ Tau Beta Pi Association

Areas of Expertise

- ✓ Water Treatment
- ✓ Water Quality
- ✓ Pilot Testing
- ✓ Pumping Stations
- ✓ Water Distribution & Storage
- ✓ Municipal Infrastructure
- ✓ Water Modeling

Professional Summary

Keith Mortensen is a principal engineer at Provost & Pritchard with over 13 years of experience in the analysis, planning and design of various water treatment and infrastructure projects. He has worked with both public and private sector clients throughout California. Mr. Mortensen's design experience includes water treatment plant design, pilot testing, new well installations, pipelines, pump stations, control structures, water storage, groundwater recharge basins, monitoring wells, and system automation. He is also involved with ongoing consulting services for various agencies. Mr. Mortensen is skilled in the preparation of project management, engineer report writing, cost estimating, public contract code, construction management services, and coordination with public agencies.

Relevant Experience

Well No. 3 Arsenic Treatment Plant Design, Armona Community Services District, Armona, California, Project Manager – Mr. Mortensen served as a project engineer for the design and construction of Well No. 3 arsenic-removal water treatment plant and offsite improvements. The scope of the project includes a new water supply well, raw water buffering tank, iron-assisted coagulation filtration arsenic and color-removal treatment plant, 0.75 million gallon finished water storage tank, backwash equalization/thickening tank, sludge drying beds, and high service pumping station. Mr. Mortensen was the overall project manager for the design, contractor prequalification process, public bidding, and construction management services.

TCP Treatment Project, City of Bakersfield, California, Project Engineer – Mr. Mortensen provided well site evaluations and quality control for project deliverables. Of the 63 wells that the City operates, 38 are contaminated with TCP at levels exceeding the maximum contaminant level (MCL); This project consists of evaluating the contaminated wells, recommending a treatment alternative, and designing the necessary improvements to mitigate the new TCP MCL effective January 1, 2018. Provost & Pritchard recently completed the plan production for more than 30 wells and selected the recommended alternative for the site-civil and piping improvements.

Engineering Design and Feasibility Analysis for Removal of TCP City of Fresno, California, Project Engineer – The City of Fresno hired Provost & Pritchard to provide professional engineering design, alternative delineation, evaluation, well site review, feasibility analysis, and expert witness services for wellhead treatment projects within the City. The project consists of installation of treatment technology strategies for approximately 45 water wells to remove TCP.

TCP Mitigation Wellhead Treatment Project Kingsburg, California, Project Manager – Mr. Mortensen assisted in the preparation of a TCP Mitigation Feasibility Study and is the acting project manager for the wellhead

Keith Mortensen, PE *(continued)***Quality Control Review**

treatment designs to address TCP contamination in two of the City's drinking water supply wells and adding chlorination facilities to 5 of the City's existing wells. The project includes evaluation of alternative methods of mitigation and treatment, an evaluation of water quality, an assessment of existing well sites, development of schematic treatment site layouts, preparation of final plans and specifications, bidding services, and construction administration.

TCP Mitigation Feasibility Study, Parlier, California, Project Engineer – Mr. Mortensen assisted in the preparation of a TCP Mitigation Feasibility Study to address TCP contamination in six of the City's drinking water supply wells. The study included evaluation of alternative methods of mitigation and treatment, an evaluation of water quality, an assessment of existing well sites, development of schematic treatment site layouts, and preparation of capital and O&M cost opinions.

TCP Mitigation Feasibility Study, Del Rey, California, Project Engineer – Mr. Mortensen assisted in the preparation of a TCP Mitigation Feasibility Study to address TCP contamination in six of the City's drinking water supply wells. The study included evaluation of alternative methods of mitigation and treatment, an evaluation of water quality, an assessment of existing well sites, development of schematic treatment site layouts, and preparation of capital and O&M cost opinions.

Arsenic Compliance Project, Riverdale Public Utility District, Riverdale, California, Project Manager – Mr. Mortensen recently completed wellhead treatment evaluations, pilot testing, arsenic treatment feasibility study, prepared plans and specifications for the design and construction of a new 360,000 gallon bolted steel storage tank and high service pumping station to store treated water for the District. The project was part of a project by the District to come in compliance with the U.S. Environmental Protection Agency standards for the maximum contaminant level for arsenic.

Arsenic Pilot Study, City of Ceres, California, Project Engineer - Mr. Mortensen provided consulting services related to water quality concerns in the City of Ceres' water system including

TCP, arsenic, iron, and manganese contamination. The overall project consists of researching, designing, and implementing drilling and zone sampling of two test wells. The project team also conducted a groundwater treatment feasibility study evaluating alternatives to treat four of the City's wells for iron, manganese, and arsenic removal and conducted a pilot study to validate the alternative recommended in that study.

Arsenic Mitigation Services, Shaver Lake Point 2 Mutual Water Company, Madera County, Project Engineer – The Shaver Lake Point 2 Mutual Water Company (SLP2) operates a community drinking water system that presently serves approximately 96 service connections. Three of the wells that supply water to the system produce water with arsenic levels that exceed the regulatory maximum contaminant level (MCL) and therefore required treatment. Provost & Pritchard prepared an Operations Plan and treatment plant schematic design along with general operations and procedures that will allow them to best optimize the treatment process performance and efficiency.

Surface Water Treatment Plant Improvements Maintenance District No. 1 (MD-1), AECOM, County of Madera, California, Project Engineer – As a subconsultant to AECOM, Mr. Mortensen assisted with a Preliminary Design Report for the County of Madera to address the water treatment options for Maintenance District No. 1 (MD-1) drinking water system for the community of Hidden Lakes Estates. He is worked on the treatment plant design portion of the project, including treatment process selection and detailed design.

Service Area 16 Water System Feasibility Study, County of Madera, California, Project Engineer – Mr. Mortensen assisted with a surface water treatment plant evaluation and plant expansion feasibility study. His responsibilities include use of available record information and site inspection observations to determine the capability of the system's existing 200 gpm treatment plant to meet present and future capacity and regulatory requirements. The project also consisted of evaluating the feasibility of expanding or replacing the existing treatment plant with a new conventional or membrane filtration treatment plant. A new treatment plant was recommended.

Dena Traina, PE, ENV SP

Structural Design

Education

- ✓ M.S. Construction Management,
University of California, Berkeley
- ✓ B.S. Civil Engineering,
University of California, Berkeley

Licenses/Registrations/Certifications

- ✓ Civil Engineer, California #35580
- ✓ Civil Engineer, Arizona #25204
- ✓ Civil Engineer, Nevada #19038
- ✓ Envision Sustainability Professional (ENV SP)

Affiliations

- ✓ American Society of Civil Engineers (ASCE)
- ✓ American Association of University Women
- ✓ Society of Women Engineers
- ✓ Tau Beta Pi

Areas of Expertise

- ✓ Municipal Infrastructure
- ✓ Construction Management
- ✓ Structural Design

Professional Summary

Dena Traina is a principal engineer at Provost & Pritchard with over 39 years of experience in the planning, design, inspection, and construction of engineering structures. Her project experience includes water and wastewater treatment plants, agricultural water facilities, floodwalls, communication facilities, and architectural and industrial buildings. Ms. Traina's responsibilities have included overseeing design engineers and drafters, preparing plans and specifications, performing quality control reviews, and construction management.

Ms. Traina has served as a project manager for infrastructure/structural projects. These projects have ranged in size from a few thousand dollars to \$75 million in construction costs, and in team size, from one to over 20 people within multiple organizations. She has managed projects as an owner's representative, subcontractor, and design consultant.

Relevant Experience

Wellhead Treatment Project, City of Bakersfield, California, Project Structural Designer – Ms. Traina is currently serving as the Project Structural Designer for the treatment system of the City of Bakersfield's TCP-contaminated groundwater wells. This project consists of evaluating the contaminated wells, recommending a treatment alternative, and designing the necessary improvements to mitigate the new TCP MCL effective January 1, 2018. Thirty-one granular activated carbon treatment plants were designed simultaneously as part of a design-build project. This project also included independent GAC vessel procurement, carbon procurement, and RSSCT study.

Engineering Design and Feasibility Analysis for Removal of TCP City of Fresno, California, Project Structural Designer – Project included adding a fourth GAC vessel to an existing GAC treatment on the existing site. Structural design included a new concrete slab and attachment to the existing foundation system.

GAC Treatment Plant Design, Kingsburg California, Project Structural Designer – This project involves the design of GAC treatment plants for removal of TCP from two municipal water supply wells. One treatment plant is located at an existing well site while the second plant is located at a remote green-field site due to space constraints.

TCP Feasibility Study, City of Tulare, California, Project Structural Designer – Ms. Traina was responsible for structural design for 1,2,3-TCP treatment plant for the City of Tulare's groundwater wells. Seven of the City's wells are contaminated with TCP at levels above the public health goal and anticipated MCL. The project has phases of which two have been designed and bid. The third phase is currently in design.

Dena Traina, PE, ENV SP *(continued)*
Structural Design

Arsenic Removal Treatment Design, Armona Community Services District, Armona, California, Structural Design – This project consists of design of a 1,000 gpm arsenic removal wellhead treatment plant. The scope of the project includes a new water supply well, raw water buffering tank, iron-assisted coagulation filtration arsenic and color-removal treatment plant, 0.75-million-gallon finished water storage tank, backwash equalization/thickening tank, sludge drying beds, and high service pumping station.

Well No. 5 Water Treatment Plant, Riverdale Public Utility District, Five Points, California, Structural Designer – Ms. Traina is providing structural engineering design and review services as part of the design of a water treatment plan for Well No. 5. A new coagulation filtration water treatment plant and storage tank will also be constructed at the existing Well 5 site. The project is funded by a Prop. 84 planning funding grant.

Bryan Bowers, PLS

Project Surveyor

Education

- ✓ B.S. Geomatics Engineering, California State University, Fresno

Licenses/Registrations/Certifications

- ✓ Professional Land Surveyor, California #8469

Areas of Expertise

- ✓ Land Surveying
- ✓ Topographic Surveys
- ✓ Geodetic & Conventional Control Surveys
- ✓ Construction Staking

Professional Summary

Bryan Bowers is a land surveyor at Provost & Pritchard with over 15 years of experience in the surveying field. He has been involved with the supervision, planning, and execution of geodetic and conventional control surveys, topographic surveys, subdivision mapping, boundary surveys, and construction staking.

Relevant Experience

Gary R. Serrato Intertie Facility, Fresno Irrigation District, Fresno County, California, Project Surveyor – Mr. Bowers was responsible for the completion of surveys related to the design of the Gary R. Serrato Intertie Facility, formerly called the Gould Canal to Friant-Kern Canal Intertie Project. The project included the installation of a 200 cfs pump station to discharge water into the Friant-Kern Canal where the Gould Canal intersects. The pump station is expandable to an ultimate design of 300 cfs and 1,000 hp total. The project included engineering design, CEQA/NEPA documents, and securing all the necessary permits with the Bureau of Reclamation and Friant Water Authority within a seven-month time frame.

South and Highland Basin, Consolidated Irrigation District, Fowler, California, Project Surveyor – Mr. Bowers was responsible for completing the surveys required for the development of a 75-acre groundwater property for development as a groundwater banking facility. The feasibility study included subsurface geologic investigation, evaluation of source water supply availability, preliminary facility design alternatives, construction cost estimates, banking operation, cost/benefit analysis, baseline groundwater monitoring around the project, establishment of a well monitoring network, Phase I environmental assessment, biological/cultural studies, pilot basin infiltration testing, well pump testing, and identification of possible banking partners

Red Top Area Conveyance Facilities, San Luis Canal Company, Project Surveyor – Mr. Bowers was the project surveyor responsible for providing surveys as part of the design of a 36 cfs pump station located on the Arroyo Canal with a discharge pipeline into the Poso Canal, a turnout on the Poso Canal, a 42” gravity pipeline across the San Joaquin River, two 18 cfs booster pumps and two 24” pipelines (approx. 2 miles) to carry the water to private users. The survey work included a boundary survey along with topographic surveys and mapping.

Well No. 6, Riverdale Public Utility District, Fresno County, California, Survey Project Manager – This project included a pilot hole and production well, a well pump, pipes, valves, meters, chlorination equipment (storage and injection), electrical service, a transformer, a motor control cabinet, electrical controls, a backup generator, site grading, fencing, and offsite piping to connect to the existing community water distribution system. Well No. 6 was located within Flood Zone A as identified by FEMA.

Bryan Bowers, PLS *(continued)*

Project Surveyor

Mr. Bowers was responsible for conducting a topographic survey, preparing legal descriptions, and construction staking services.

Well No. 5 Water Treatment Plant, Riverdale Public Utility District, Fresno County, California, Survey Project Manager – Mr. Bowers provided surveying services for the design of a water treatment plant for Riverdale Public Utility District’s Well No. 5. Funded by a Proposition 84 planning grant, the project consists of a new coagulation filtration water treatment plant and storage tank. Surveying services consist of topographic survey, boundary resolution, and construction staking.

Nielsen Recharge Basin, City of Fresno, California, Project Surveyor – The City of Fresno expanded their recharge program by constructing retention basins and associated facilities. Mr. Bowers was responsible for managing the topographic design survey, boundary survey, construction staking and preparing legal documents to facilitate the project.

Southwest Groundwater Banking Project, Fresno Irrigation District, County of Fresno, California, Project Surveyor – The project involved purchasing property south of Kerman near McMullin Grade for groundwater banking. The design included new basins, water control structures and increasing canal capacities. Mr. Bowers was involved in the initial planning, topographic surveys, boundary surveys and construction staking for the project.

Friant-Kern Canal Intertie, Fresno Irrigation District, County of Fresno, California, Project Surveyor – The district constructed a pump station near the intersection of the Friant-Kern Canal and the Gould Canal to pump water out of the Gould Canal and into the Friant-Kern Canal. Mr. Bowers was responsible for the topographic survey, right of way survey of the canals and preparing record documents for an easement.

Raw Water Pipeline, City of Fresno, California, Project Surveyor – Mr. Bowers was responsible for the completion of surveys related to the design of a raw water pipeline between the Friant-Kern Canal and the City of Fresno’s Northeast Surface Water Treatment Plant. The pipeline is 60 inches in diameter

and approximately 4.6 miles in length. Mr. Bowers tasks included reviewing easement documents, record maps and preparing the Record of Survey at the end of the design phase.

Pipeline Replacement Project, Tranquillity Irrigation District, County of Fresno, California, Survey Project Manager – Mr. Bowers provided surveying services as part of the design of Tranquillity Irrigation District’s pipeline replacement project. The existing pipeline required replacement due to degradation and biofilm accumulation within the pipeline. California Department of Public Health provided the District with a grant to prepare construction documents and replace the water transmission mains within the community. The project consisted of the construction of 7,800 feet of 12-inch water main on the major streets of the community, replacement of hydrants, valves and water services within the project limits, two railroad jack and bore installations and four railroad crossing permits.

Pipeline Replacement Project, Tranquillity Irrigation District, County of Fresno, California, Survey Project Manager – Mr. Bowers provided surveying services as part of the design of Tranquillity Irrigation District’s pipeline replacement project. The existing pipeline required replacement due to degradation and biofilm accumulation within the pipeline. California Department of Public Health provided the District with a grant to prepare construction documents and replace the water transmission mains within the community. The project consisted of the construction of 7,800 feet of 12-inch water main on the major streets of the community, replacement of hydrants, valves and water services within the project limits, two railroad jack and bore installations and four railroad crossing permits.

Clinton Avenue Pipeline Replacement Project, City of Fresno, California, Survey Project Manager – Mr. Bowers was responsible for providing survey services as part of the design of a water main pipeline replacement in Clinton Avenue between Angus and First Streets. The project consisted of design and construction of 1,300 feet of 14-inch water main, replacement of all residential and commercial water services and fire hydrants along the alignment.

Neva M. Popenoe, PE, GE

Geotechnical Engineer

Subconsultant Firm

- ✓ BSK Associates

Education

- ✓ B.S. Civil Engineering,
California Polytechnic State University,
San Luis Obispo

Licenses/Registrations/Certifications

- ✓ Civil Engineer, California #73818
- ✓ Geotechnical Engineer, California #3024

Affiliations

- ✓ American Society of Civil Engineers (ASCE)
- ✓ Society of Women Engineers (SWE)

Areas of Expertise

- ✓ Geotechnical Engineering
- ✓ Materials Testing
- ✓ Full Depth Recycling/Reclamation (FDR)
- ✓ Geotechnical Investigations

Professional Summary

Mrs. Popenoe has over 14 years of geotechnical engineering and materials testing experience. She has worked on a variety of projects including highways, railroad and river bridges; flexible and rigid pavements; residential, commercial, and industrial developments; schools and hospitals; pipelines; power facilities; impoundments; landfills; and forensic studies. She is responsible for managing and conducting geotechnical investigations including developing the scope of work and budget, site reconnaissance, field classification of soils, sampling, design, and report preparation and review. She has performed geotechnical investigations for over 100 bridges in the State of California for Caltrans, local cities and counties. In addition to bridge foundations, her design experience on these projects includes retaining walls, sound walls, roadway embankments, and pavement structural sections. She also performs field inspection and testing, data analysis, laboratory testing, and construction special inspections.

Relevant Experience

City of Fresno Recycled Water Project, Fresno County, California, Senior Geotechnical Engineer - Ms. Popenoe was the geotechnical engineer for various phases of the pipeline design and construction. The project includes over 4 miles of recycled water mains throughout south Fresno, with several trenchless crossings.

City of Fresno Surface Water Project, Fresno County, California, Senior Geotechnical Engineer - Ms. Popenoe was the geotechnical engineer for various phases of the pipeline design and construction. The project includes over 4 miles of surface water transmission lines throughout Fresno, with several trenchless crossings. Design includes soil cement fill recommendations to protect the pipe at the creek crossing from potential scour.

Water Reservoirs/Pump Stations, Turlock, California, Senior Geotechnical Engineer - Ms. Popenoe conducted a geotechnical investigation for a 1.2-million gallon welded steel water storage tank and an approximately 2,500 square foot booster pump station.

Wellhead Treatment for TCP, Tulare and Kingsburg, California, Senior Geotechnical Engineer - Ms. Popenoe completed the geotechnical investigation for seven wellhead treatment facilities. Design included mat foundations for GAC vessels and other equipment, retaining walls and ringwall foundation systems for backwash tanks.

Water Main Replacement Project, Turlock, California, Senior Geotechnical Engineer - Ms. Popenoe was the geotechnical engineer for on-going project for design of replacement of water mains in downtown Turlock.

Kevin Pezzoni, PE

Electrical Engineer

Subconsultant Firm

- ✓ Pezzoni Engineering, Inc.

Education

- ✓ B.S. Aeronautical Engineering, California Polytechnic State University, San Luis Obispo
- ✓ Graduate Studies, Electrical Engineering, California Polytechnic State University, San Luis Obispo

Licenses/Registrations/Certifications

- ✓ Electrical Engineer, California #16269

Areas of Expertise

- ✓ Electrical Design
- ✓ Water Well Design
- ✓ Pump Stations

Professional Summary

Kevin Pezzoni is a Registered Professional Electrical Engineer in the State of California. He has over 20 years of experience comprised of 10 years as principal of his own firm. Mr. Pezzoni's extensive experience in the design of complex electrical systems spans 20 years, with a specialty in healthcare, commercial and related facilities engineering. This extensive design experience along with his experience in project management has enabled Mr. Pezzoni to develop techniques to streamline the design and approval process while designing cost effective and energy efficient systems.

Relevant Experience

Leerdo Campus Water and Wastewater Improvements Project, Kern County, Bakersfield, California, Electrical Engineer – As a subconsultant to Provost & Pritchard, this project consisted of evaluating and designing water and wastewater infrastructure improvements required to accommodate the expanded campus population. The improvements included new supply wells, sulfide removal treatment, a 1.25 million gallon water storage tank, a 3,500 gpm high pressure fire pump, a high service pumping station, and water distribution system improvements.

Well No. 3 Water Treatment Plant Design, Armona Community Services District, Kings County, California, Electrical Engineer – As a subconsultant to Provost & Pritchard, Mr. Pezzoni provided electrical engineering services as part of the design of Well No. 3, 750,000 gallon bolted steel storage tank, and the associated arsenic-removal water treatment plant and offsite improvements. The scope of work included preparation of plans, specifications and engineer's estimate for the new well and iron coagulation filtration water treatment plant.

Well No. 5 Improvement Project and Storage Tank, Riverdale Public Utility District, Fresno County, California, Electrical Engineer – As a subconsultant to Provost & Pritchard, Mr. Pezzoni recently completed electrical plans and specifications as part of the design and construction of a new 360,000 gallon bolted steel storage tank and high service pumping station to store treated water for the District.

Proposal

Appendix A: Resumes

Estimated Level of Effort and Hourly Rates	Principal Engineer IV	Principal Engineer I	Principal Engineer I	Associate Engineer I	2 Man Survey	Assistant Engineer IV	Senior Technician III	Associate Technician III	Project Administrator III
Task Description	Berryhill \$215	Stipe \$185	Mortensen \$185	Gong \$113	\$270	Iskandar \$113	Porter \$143	Noel \$117	Tucker \$91
Task 1 - Schematic Design	16	24	16	48	48	40	-	-	8
Task 2 - Construction Documents	152	430	32	488	-	608	76	184	-
Task 3 - Bidding Assistance	4	16	-	16	-	16	-	8	32
Task 4 - Construction Contract Administration	8	61	-	292	-	-	-	40	-
Total Hours	180	531	48	844	48	664	76	232	40

Summary of Costs	Estimated Cost
Task Description	
Task 1 - Schematic Design	\$66,000
Task 2 - Construction Documents	\$323,000
Task 3 - Bidding Assistance	\$15,000
Task 4 - Construction Contract Administration	\$63,000
Total	\$467,000

Estimated Level of Effort and Hourly Rates	Principal Engineer IV	Principal Engineer I	Principal Engineer I	Associate Engineer I	2 Man Survey	Assistant Engineer IV	Senior Technician III	Associate Technician III	Project Administrator III
Task Description	Berryhill \$215	Stipe \$185	Mortensen \$185	Gong \$113	\$270	Iskandar \$113	Porter \$143	Noel \$117	Tucker \$91
Task 1 - Schematic Design	16	24	16	48	48	40	-	-	8
Task 2 - Construction Documents	152	430	32	488	-	608	76	184	-
Task 3 - Bidding Assistance	4	16	-	16	-	16	-	8	32
Task 4 - Construction Contract Administration	8	61	-	292	-	-	-	40	-
Total Hours	180	531	48	844	48	664	76	232	40

Summary of Costs	Estimated Cost
Task Description	
Task 1 - Schematic Design	\$66,000
Task 2 - Construction Documents	\$323,000
Task 3 - Bidding Assistance	\$15,000
Task 4 - Construction Contract Administration	\$63,000
Total	\$467,000



CITY COUNCIL AGENDA ITEM NO. 3.8

SECTION 3: CONSENT CALENDAR

Meeting Date: July 27, 2020
Subject: Approval of the Treasurer's Report for June 2020
Presented By: Crystal Aguilar, Treasurer
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

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

Background and Discussion:

The City Treasurer reviews the City's cash and investment practices and approves the monthly Treasury Reports and a quarterly Investment Portfolio Report. As of June 2020, the City of Hughson has a cash and investment balance total of \$20,835,121 with \$2,862,548 invested. All investment actions executed since the last report have been made in full compliance of the City of Hughson's Investment Policy. The City of Hughson will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b) (2) and (3) respectively.

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

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

Water Developer Impact Fee Fund:

The Water Developer Impact Fee Fund currently reflects a balance of \$683, which is a positive change from the previous year's negative balance of (\$109,122). The

deficit attributable to settlement arrangements that were made in Fiscal Year 2008/2009 and Fiscal Year 2009/2010 for the Water Tank on Fox Road near Charles Street, has been brought into the positive.

Transportation Capital and CDBG Street Project Fund:

The Transportation Capital Project Fund currently reflects a negative balance of (\$235,605), which is a negative difference of \$12,616 from the previous year. The CDBG Street Project Fund currently reflects a negative balance of (\$17,122) reflecting a negative difference of \$4,200 from the previous year. As the City continues to produce transportation projects, the transportation fund will likely continue to show a negative balance. City staff will continue to monitor and report the status of these reimbursements as the funds become available.

Water Fixed Asset Replacement Fund:

The Water Fixed Asset Replacement Fund currently reflects a negative balance of (\$726,571), which is a negative difference of \$1,939,653 from the previous year. This deficit is attributable to Well 7 Replacement Project reimbursements not yet received by the State of California.

Fiscal Impact:

As of June 2020, the City's cash, and investments total \$20,835,121. This compares to a June 2019 balance of \$20,667,256 and represents an increase of \$167,866.

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

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	\$ 15,012,895.59	\$ 3,120,616.15	\$ -	\$ 18,133,511.74
Adjustment	\$ (576.03)	\$ 185.86		
Outstanding Deposits +	\$ 227,116.90	\$ 326,836.89	\$ -	\$ 553,953.79
Outstanding Checks/transfers -	\$ (12,503.92)	\$ (702,387.94)	\$ -	\$ (714,891.86)
ADJUSTED TOTAL	\$ 15,226,932.54	\$ 2,745,250.96	\$ -	\$ 17,972,573.67
Investments: Various				\$ 1,152,786.28
Multi-Bank WWTP				\$ 1,625,545.70
Investments: L.A.I.F.		\$ 42,174.90	\$ 42,040.75	\$ 84,215.65

General Ledger Adjustments

Wages Payable

TOTAL CASH & INVESTMENTS

\$ 20,835,121.30

Books - All Funds	June 2019	June 2020	Difference	% of Variance
100 GENERAL FUND	2,940,667.14	3,042,525.94	101,858.80	3.46%
105 GENERAL FUND CONTINGENCY RESERVE	945,791.70	976,322.44	30,530.74	3.23%
110 FIXED ASSESTS	-	-	0.00	n/a
210 SEWER	3,076,137.17	2,799,492.33	-276,644.84	-8.99%
215 SEWER FIXED ASSET REPLACEMENT	4,440,851.67	4,704,625.35	263,773.68	5.94%
220 SEWER DEV IMPACT FEE	1,547,598.41	1,836,248.02	288,649.61	18.65%
225 WWTP Expansion 2008	121,681.14	189,087.67	67,406.53	55.40%
240 WATER	1,369,650.14	2,205,484.55	835,834.41	61.03%
245 Water TCP123	(5,355.30)	(5,464.47)	-109.17	-2.04%
250 WATER DEV IMPACT FEE	(109,122.33)	683.03	109,805.36	100.63%
255 Water Fixed Asset Replacement	1,213,081.61	(726,571.41)	-1,939,653.02	-159.89%
270 COMMUNITY/SENIOR CENTER	9,974.28	8,655.50	-1,318.78	-13.22%
280 U.S.F. Resource Com. Center	(297.97)	(1,774.50)	-1,476.53	-495.53%
310 Garbage/Refuse	126,509.73	142,598.97	16,089.24	12.72%
320 GAS TAX 2103	153,923.56	164,971.33	11,047.77	7.18%
321 GAS TAX 2105	40,096.42	60,036.96	19,940.54	49.73%
322 GAS TAX 2106	13,837.93	18,138.47	4,300.54	31.08%
323 GAS TAX 2107	35,302.86	45,555.51	10,252.65	29.04%
324 GAS TAX 2107.5	672.14	1,672.14	1,000.00	148.78%
325 Measure L SALES TAX-ROADS	151,645.16	233,484.29	81,839.13	53.97%
326 SB-1 ROADS MAINTENANCE REHABILITATION	171,554.17	161,098.83	-10,455.34	-6.09%
340 LANDSCAPE LIGHTING DISTRICT	159,058.12	-	-159,058.12	-100.00%
350 BENEFIT ASSEMENT DISTRICT	230,974.49	-	-230,974.49	-100.00%
360 COMMUNITY FACILITIES DISTRICT	7,285.99	-	-7,285.99	-100.00%
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	126,992.94	152,277.60	25,284.66	19.91%
371 TRENCH CUT FUND	77,399.90	79,976.80	2,576.90	3.33%
372 IT RESERVE	112,052.94	98,346.75	-13,706.19	-12.23%
373 SELF-INSURANCE	73,303.49	73,303.49	0.00	0.00%
374 DIABILITY ACCESS AND EDUCATION	1,215.22	1,349.54	134.32	11.05%
381 AB109 PUBLIC SAFETY	35,722.29	35,722.29	0.00	0.00%
382 ASSET FORFEITURE	1,660.43	1,660.43	0.00	0.00%
383 VEHICLE ABATEMENT	16,944.51	29,294.18	12,349.67	72.88%
384 SUPPLEMENTAL LAW ENFORCEMENT SERVICE	265,572.92	282,610.14	17,037.22	6.42%
385 FEDERAL FUNDED OFFICER FUND	6,620.00	6,620.00	0.00	0.00%
390 98-EDBG-605 BUSINESS ASSISTANCE	93,595.60	93,595.60	0.00	0.00%
391 96-EDBG-438 Grant	403.43	403.43	0.00	0.00%
392 94-STBG-799 HOUSING REHAB	224,435.48	227,036.39	2,600.91	1.16%
393 HOME Program Grant (FTHB)	35,043.29	35,043.29	0.00	0.00%
394 96-STBG-1013 Grant	210,248.26	211,007.86	759.60	0.36%
395 CALHOME REHAB	40,000.00	40,000.00	0.00	0.00%
410 LOCAL TRANSPORTATION	71,671.34	51,671.34	-20,000.00	-27.91%
415 LOCAL TRANSPORTATION NON MOTORIZED	13,219.00	13,219.00	0.00	0.00%
420 TRANSPORTATION STREET PROJECTS	(222,989.00)	(235,605.14)	-12,616.14	-5.66%
425 PUBLIC WORKS STREET PROJECTS-CDBG	(12,921.48)	(17,121.76)	-4,200.28	-32.51%

450 STORM DRAIN DEV IMPACT FEE	415,744.51	495,986.31	80,241.80	19.30%
451 PUBLIC FACILITY DEV IMPACT FEE	1,291,222.82	1,387,253.14	96,030.32	7.44%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	(70,502.23)	55,550.76	126,052.99	178.79%
453 PARK DEV IMPACT FEE	465,607.89	529,864.20	64,256.31	13.80%
454 PARKLAND IN LIEU	363,202.58	414,315.59	51,113.01	14.07%
510 WATER/SEWER DEPOSIT	63,198.37	75,461.97	12,263.60	19.40%
520 RDA SUCCESSOR AGENCY	327,072.79	393,139.09	66,066.30	20.20%
521 RDA FIXED ASSETS	-	-	0.00	n/a
530 LANDSCAPE LIGHTING DISTRICT	-	11,333.96	11,333.96	n/a
531 LANDSCAPE LIGHTING DISTRICT	-	50,270.67	50,270.67	n/a
532 LANDSCAPE LIGHTING DISTRICT	-	29,533.42	29,533.42	n/a
533 LANDSCAPE LIGHTING DISTRICT	-	39,790.34	39,790.34	n/a
534 LANDSCAPE LIGHTING DISTRICT	-	(31,725.13)	-31,725.13	n/a
535 LANDSCAPE LIGHTING DISTRICT	-	11,221.75	11,221.75	n/a
536 LANDSCAPE LIGHTING DISTRICT	-	20,248.04	20,248.04	n/a
537 LANDSCAPE LIGHTING DISTRICT	-	(44,460.42)	-44,460.42	n/a
538 LANDSCAPE LIGHTING DISTRICT	-	(22,642.66)	-22,642.66	n/a
539 LANDSCAPE LIGHTING DISTRICT	-	28,133.63	28,133.63	n/a
540 LANDSCAPE LIGHTING DISTRICT	-	48,209.83	48,209.83	n/a
541 LANDSCAPE LIGHTING DISTRICT	-	32,242.16	32,242.16	n/a
542 LANDSCAPE LIGHTING DISTRICT	-	6,845.28	6,845.28	n/a
550 BENEFIT ASSESMENT DISTRICT	-	67,275.80	67,275.80	n/a
551 BENEFIT ASSESMENT DISTRICT	-	13,570.44	13,570.44	n/a
552 BENEFIT ASSESMENT DISTRICT	-	116,023.20	116,023.20	n/a
553 BENEFIT ASSESMENT DISTRICT	-	4,952.84	4,952.84	n/a
554 BENEFIT ASSESMENT DISTRICT	-	47,623.96	47,623.96	n/a
560 BENEFIT ASSESMENT DISTRICT	-	17,820.95	17,820.95	n/a
Developer Impact Fees ***	3,667,542.01	4,457,863.06	790,321.05	
TOTAL ALL FUNDS:	20,667,255.52	20,835,121.30	167,865.78	

Break Down of Impact Fees ***

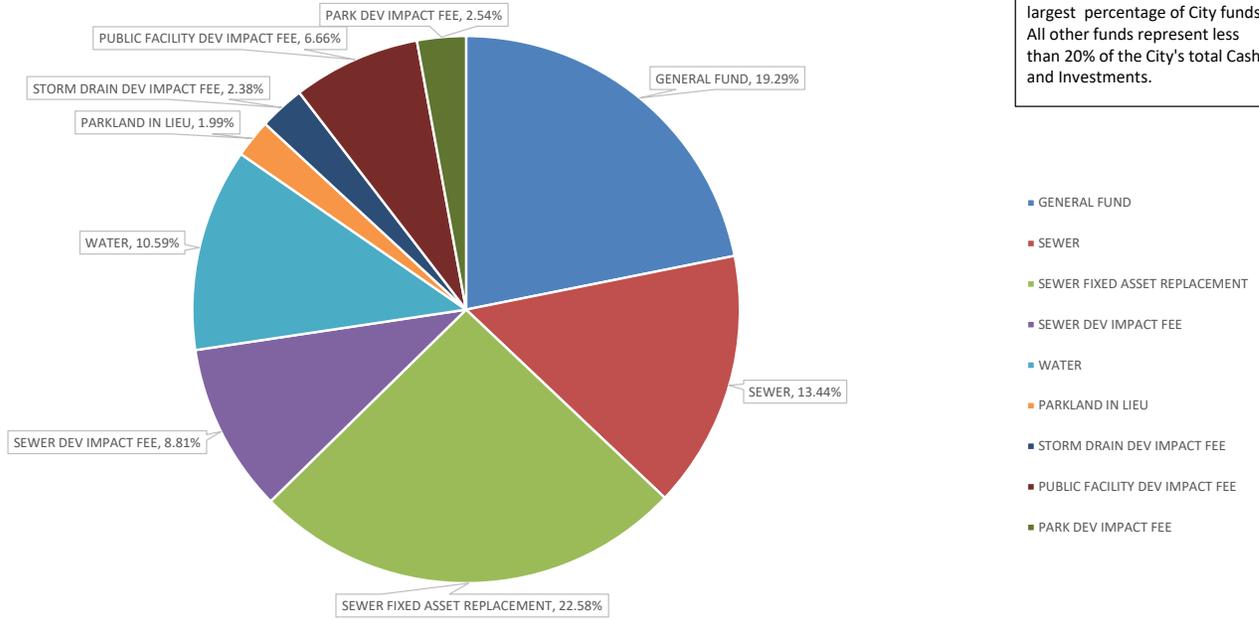
220 SEWER DEV IMPACT FEE	1,547,598.41	\$1,836,248.02	288,649.61	18.65%
250 WATER DEV IMPACT FEE	-109,122.33	\$683.03	109,805.36	100.63%
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	126,992.94	\$152,277.60	25,284.66	19.91%
450 STORM DRAIN DEV IMPACT FEE	415,744.51	\$495,986.31	80,241.80	19.30%
451 PUBLIC FACILITY DEV IMPACT FEE	1,291,222.82	\$1,387,253.14	96,030.32	7.44%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	-70,502.23	\$55,550.76	126,052.99	178.79%
453 PARK DEV IMPACT FEE	465,607.89	\$529,864.20	64,256.31	13.80%
Break Down of Impact Fees ***	3,667,542.01	4,457,863.06	790,321.05	21.55%

Crystal Aguilar, Treasurer

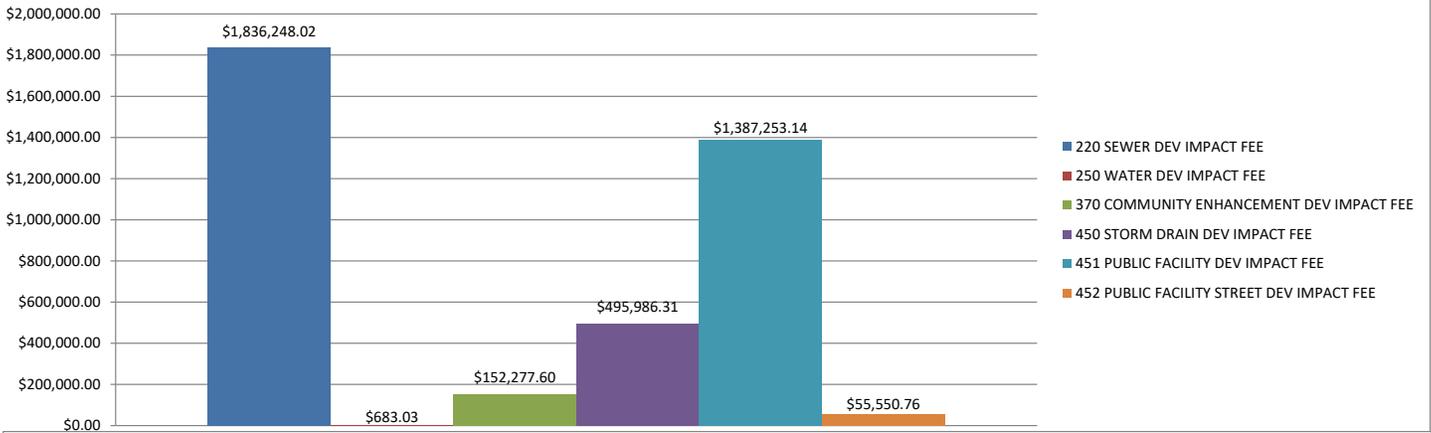
Date

Treasurer's Report - Charts and Graphs
June 2020

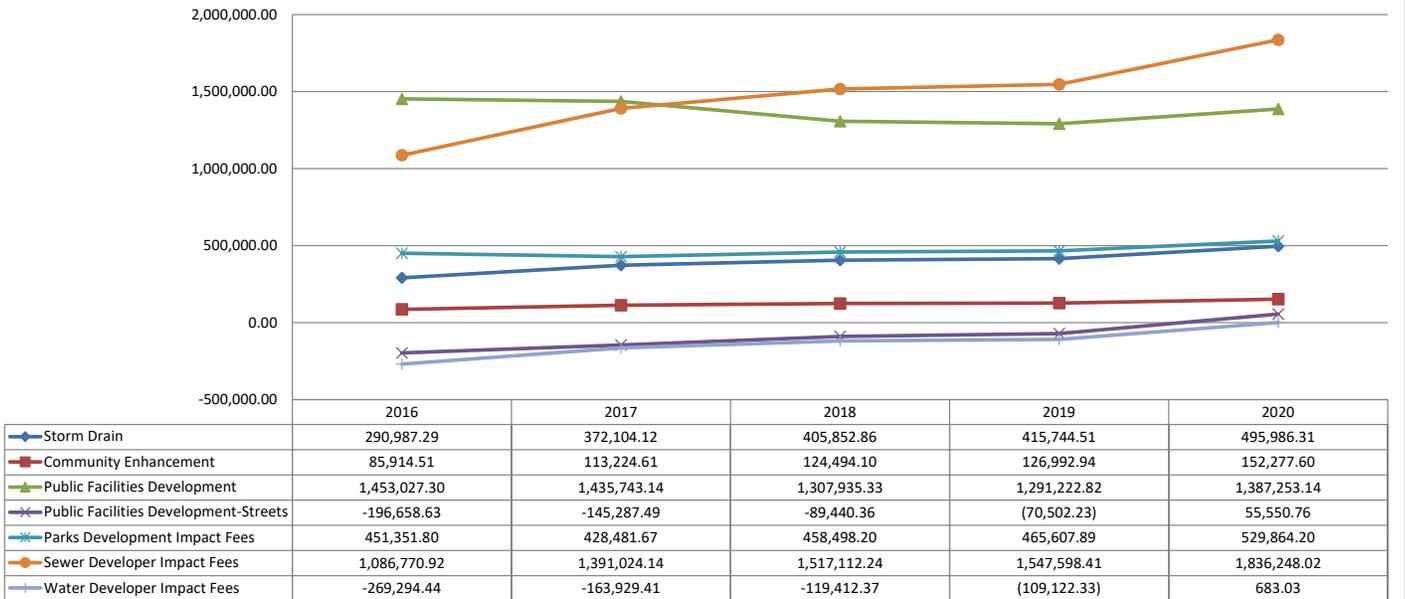
Percentage of Fund - June 2020



June 2020 Breakdown of Developer Impact Fees



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





CITY COUNCIL AGENDA ITEM NO. 4.1

SECTION 4: UNFINISHED BUSINESS

Meeting Date: July 27, 2020
Subject: Approval to Adopt Resolution No. 2020-45, Authorizing the City Manager to Execute the Installment Sale Agreement Amendment No. 2 for Well No. 7 Well Replacement and Arsenic Treatment with the California State Water Resources Control Board Under the Drinking Water State Revolving Fund Project No. 5010008-011C Agreement No. D16-02057

Enclosure: Installment Sale Agreement
Presented By: Merry Mayhew, City Manager
Approved By: Merry Mayhew, City Manager

Staff Recommendation:

Adopt Resolution No. 2020-45, authorizing the City Manager to execute the Installment Sale Agreement Amendment No. 2 for Well No. 7 Well Replacement and Arsenic Treatment with the California State Water Resources Control Board under the Drinking Water State Revolving Fund Project No. 5010008-011C Agreement No. D16-02057.

Background and Overview:

Hughson Municipal Water System

The City of Hughson relies entirely upon groundwater to supply drinking water to its consumers. Well No. 8 has a coagulation/filtration treatment system that removes arsenic from the groundwater prior to its use in the system. All other wells in the system are non-compliant with current drinking water standards. In 2012, the California Department of Public Health (CDPH) issued Addendum No. 1 to Compliance Order No. 03-10-09CO-001A for violation of the arsenic maximum contaminant level (MCL) which extended the City's compliance date for removal of arsenic from the drinking water until no later than July 1, 2015. In early 2015, Addendum No. 2 was issued that revised the compliance date to no later than July 1, 2018. On June 22, 2018, Addendum No. 3 was issued that revised the compliance date to no later than July 1, 2021.

The City's Water Enterprise Fund currently owns a 1.12-acre site facing the future extension of Roeding Road at its intersection of Tully Road, directly behind and to the east of Grossi Fabrication. A test well was sunk to almost 900 feet in 2012 to

ascertain the water quality at different depths. The test showed surface contaminates, such as nitrates and DBCP, were not detected below 300 feet. However, below 300 feet, arsenic is present throughout the different strata, so the well designed to replace Well No. 7 will have arsenic treatment facilities similar to Well No. 8. To completely eliminate arsenic from the municipal water system, a third compliant well is needed also. Toward that end, CDPH encouraged the expansion of the new treatment plant project to include a third well which will satisfy the Compliance Order that the City of Hughson's Municipal Water System is currently working under.

On May 28, 2013 (Resolution No. 2013-17), the City Council approved the submission of a full construction application prior to July 8, 2013 deadline. On January 28, 2014, the City of Hughson received notification from CDPH that its application for funding under the Safe Drinking Water State Revolving Fund (SDWSRF) was determined to be eligible for construction funding. The Hughson City Council provided the necessary approval on March 10, 2014 (Resolution No. 2014-07).

Disadvantaged Community Classification

City staff worked with Rural Community Assistance Corporation (RCAC) over the later part of 2014 and the citywide income survey concluded in January 2015. Based on the results, the City of Hughson's median household income was \$48,000 based on the 29 percent response rate. Although not adequate based on the 2014 California Disadvantaged MHI, the City's median household income did meet the 2015 threshold of \$48,875. As such, SWRCB revised their financial determination under Safe Drinking Water State Revolving Fund Project Funding for the City of Hughson, Project No. 50100008-011C.

On April 13, 2015 (Resolution No. 2015-08), the Hughson City Council reaffirmed the NOAA based on the revised terms and conditions which included a \$6,607,210 loan, 20-year repayment and a 1.663% interest rate (Resolution No. 2015-08). At that time, MCR Engineering shared that the original project cost estimate (formulated in early 2013) had been revisited due to various factors including inflation and a change of a key element in the project scope from a steel tank to a concrete tank for reduced long term cost of ownership. The revised project cost estimate was approximately \$8.3 million. Subsequently, the City Manager submitted the revised project estimate to the SWRCB on April 30, 2015 and on May 11, 2015 (Resolution No. 2015-15), the Hughson City Council once again reaffirmed the NOAA based on the revised project estimate.

Funding Agreement for Well No. 7 Well Replacement and Arsenic Treatment

On April 10, 2017, the City Council approved the Installment Sale Agreement Amendment No. 1, for the Well 7 Replacement Project Drinking Water State Revolving Fund Project No. 5010008-011C Agreement No. D16-02057 in the amount of \$8,327,753 with the following terms:

Total funding: \$8,327,753

Contingent principal forgiveness: \$5,000,000

Estimated amount of principal due: \$3,327,753 (30 Years)
Payment, interest rate, charges: Interest Rate of Zero Percent
Start construction: No later than December 1, 2017
Completion of construction: January 1, 2020

On July 13, 2020, the City Manager received an Installment Sale Agreement Amendment No. 2, for the Well 7 Replacement Agreement No. D16-02057 with the following terms:

Total funding: \$8,327,753
Principal forgiveness: \$8,327,753
Start construction: no later than December 1, 2017
Completion of Construction: January 30, 2021

Per the issued amendment, the entire \$8,327,753 loan principal has been forgiven by the State.

The State notification indicated that the funding agreement (with two original signature pages) needed to be returned no later than 30 days following the date of the transmittal letter. As such, City staff is bringing forward to the City Council for formal consideration and approval to meet this deadline.

MCR Engineering has continued to work with City staff on the Well 7 Replacement Project and has been discussing increasing costs with City staff and the State. The \$8,327,753 estimate was based on pricing in 2015 and according to MCR Engineering, construction costs have increased due to inflation of 5%-7% annually. Current construction costs are estimated at approximately \$9.5 million. The State has agreed to adjust the project cost once Phase IV of the Project is awarded and a third amendment will be issued for the increased costs and to extend the project completion date. The determination of whether the increased cost will be a grant, or a loan will be determined based on availability of grant funding at the time.

Fiscal Impact:

The City's goal over the past several years has been to explore all opportunities to lower the City's debt service. This Amendment to the Installment Sale Agreement will save the City an additional \$3,327,753 for a total of \$8,327,753 over the next thirty years.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-45**

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF HUGHSON AUTHORIZING
THE CITY MANAGER TO EXECUTE THE INSTALLMENT SALE AGREEMENT
AMENDMENT NO. 2 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 (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 July 1, 2021; 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 (Well No. 9) 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, the City agrees to start construction no later than December 1, 2017 and ensure completion of construction by January 1, 2021; 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 mandates.

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. 2 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.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 27th day of July 2020, by the following roll call votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk



GAVIN NEWSOM
GOVERNOR



JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

July 13, 2020

City of Hughson
Attn: Merry Mayhew – City Manager
PO Box 9
Hughson, CA 95326

Agreement Number: SWRCB0000000000D1602057
Project Number: 5010008-011C

Enclosed is your amended Funding Agreement for your approval and signature. This Agreement cannot be considered binding by either party until executed by the State Water Resources Control Board (“State Water Board”).

If in agreement with all terms and conditions of the Agreement, please have the Authorized Representative, as noted in the executed resolution, sign and return two (2) signature pages **no later than thirty (30) calendar days from the date of this letter to:**

US Mail

David Bruglia
State Water Resources Control Board
Division of Financial Assistance
P.O. Box 944212
Sacramento, CA 94244-2120

Overnight Mail

David Bruglia
State Water Resources Control Board
Division of Financial Assistance
1001 I Street, 16th Floor
Sacramento, CA 95814

Mr. Bruglia may be contacted at (916) 449-5640 or david.bruglia@waterboards.ca.gov

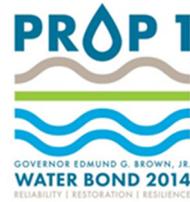
Once the Agreement is signed by both parties, we will forward an executed copy to you for your entity’s records.

Enclosures

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov





CITY OF HUGHSON

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



INSTALLMENT SALE AGREEMENT

WELL NO. 7 WELL REPLACEMENT AND ARSENIC TREATMENT

DRINKING WATER STATE REVOLVING FUND PROJECT NO. 5010008-011C

AGREEMENT NO. D16-02057

FI\$CAL AGREEMENT NO. SWRCB0000000000D160205700

AMENDMENT NO. 2

PROJECT FUNDING AMOUNT: \$8,327,753

GRANT COMPONENT: \$7,174,074

PRINCIPAL FORGIVENESS COMPONENT: \$1,153,679

ELIGIBLE START DATE: NOVEMBER 9, 2016

END DATE: ~~JULY 1, 2050~~ **JANUARY 30, 2057**

COMPLETION OF CONSTRUCTION: ~~SEPTEMBER 1, 2020~~ **JANUARY 30, 2021**

FINAL DISBURSEMENT REQUEST DATE: ~~MARCH 1, 2024~~ **JULY 30, 2021**

This Agreement executed by the State Water Board on April 25, 2017 **and subsequently amended on May 2, 2019**, is hereby amended and restated to revise page Exhibits A, **A-FBA**, B and C. Deletions shown as stricken and revisions as bold and underlined. Except as noted herein all other terms and conditions shall remain the same. Please note, page numbers may have changed.

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TABLE OF CONTENTS

ARTICLE I DEFINITIONS 1

1.1 Definitions..... 1

1.2 Exhibits and Appendices Incorporated..... 4

ARTICLE II REPRESENTATIONS, WARRANTIES, AND COMMITMENTS 4

2.1 General Recipient Commitments. 4

2.2 Authorization and Validity..... 4

2.3 No Violations. 5

2.4 No Litigation. 5

2.5 Solvency..... 5

2.6 Legal Status and Eligibility. 5

2.7 Financial Statements..... 5

2.8 Completion of Project..... 5

2.9 Award of Construction Contracts. 5

2.10 Notice..... 6

2.11 ~~Findings and Challenge~~ **Reserved**..... 7

2.12 Project Access..... 7

2.13 Project Completion; Initiation of Operations..... 8

2.14 Continuous Use of Project; Lease or Disposal of Project. 8

2.15 Project Reports..... 8

2.16 Federal Disadvantaged Business Enterprise (DBE) Reporting..... 9

2.17 Records. 9

2.18 Audit..... 10

ARTICLE III FINANCING PROVISIONS..... 10

3.1 Purchase and Sale of Project..... 10

3.2 Amounts Payable by the Recipient. 10

3.3	Obligation Absolute. Reserved.	12
3.4	No Obligation of the State.	12
3.5	Disbursement of Project Funds; Availability of Funds.....	12
3.6	Withholding of Disbursements and Material Violations.....	13
3.7	Pledge; Rates, Fees and Charges; Additional Debt.	14
3.8	Financial Management System and Standards.	14
3.9	Accounting and Auditing Standards.....	15
3.10	Other Assistance.	15
ARTICLE IV RESERVED.....		15
ARTICLE V MISCELLANEOUS PROVISIONS		15
5.1	Amendment.....	15
5.3	Bonding.	15
5.4	Competitive Bidding	15
5.5	Compliance with Law, Regulations, etc.	15
5.6	Conflict of Interest.	16
5.7	Damages for Breach Affecting Tax-Exempt Status or Federal Compliance.....	16
5.8	Disputes.	16
5.9	Governing Law.	17
5.10	Income Restrictions.....	17
5.11	Indemnification and State Reviews.	17
5.12	Independent Actor.	17
5.13	[Reserved].	18
5.14	Non-Discrimination Clause.....	18
5.15	No Third Party Rights.	18
5.16	Operation and Maintenance; Insurance.	18
5.17	Permits, Subcontracting, and Remedies.	19
5.18	Prevailing Wages.....	19

5.19	Public Funding.....	19
5.20	Recipient’s Responsibility for Work.....	19
5.21	Related Litigation.....	20
5.22	Rights in Data.....	20
5.23	State Water Board Action; Costs and Attorney Fees.....	20
5.24	Termination; Immediate Acceleration; Interest.....	20
5.25	Timeliness.....	20
5.26	Unenforceable Provision.....	20
5.27	Useful Life.....	21
5.28	Venue.....	21
5.29	Waiver and Rights of the State Water Board.....	21

- EXHIBIT A - SCOPE OF WORK & INCORPORATED DOCUMENTS
- EXHIBIT A - FBA – FINAL BUDGET APPROVAL
- EXHIBIT B - FUNDING AMOUNT
- EXHIBIT C - ~~PAYMENT SCHEDULE~~ **RESERVED**
- EXHIBIT D - SPECIAL CONDITIONS
- EXHIBIT E - PROGRAMMATIC CONDITIONS & CROSS-CUTTERS
- EXHIBIT F - ~~SCHEDULE OF SYSTEM OBLIGATIONS~~ **RESERVED**
- EXHIBIT G - DAVIS-BACON REQUIREMENTS
- EXHIBIT H - COMPLIANCE WITH CROSS-CUTTING STATE AUTHORITIES

WHEREAS,

1. The State Water Board is authorized to provide funding under this Agreement pursuant to the following:
 - Section 1452 of the federal Safe Drinking Water Act (42 USC § 300j-12) (Federal Act)
 - Chapter 4.5 of Part 12 of Division 104 of the California Health and Safety Code (State Act)
 - Section 79724 of the Water Code (Prop 1)
 - **Section 116766 of the Health and Safety Code and State Water Board Resolution No. 2019-0042**
2. The State Water Board determines eligibility for financial assistance, determines a reasonable schedule for providing financial assistance, establishes compliance with the Federal Act, State Act, and Prop 1 and establishes the terms and conditions of a funding agreement.
3. The Recipient has applied to the State Water Board for funding for the Project described in Exhibit A of this Agreement and the State Water Board has selected the application for funding.
4. The State Water Board proposes to assist in financing the costs of the Project, and the Recipient desires to participate as a recipient of financial assistance from the State Water Board ~~and evidence its obligation to pay Installment Repayments, which obligation will be secured by Net Revenues, as defined herein,~~ upon the terms and conditions set forth in this Agreement, all pursuant to the Federal Act, the State Act and Prop 1.

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the Additional Payments described in Section 3.2(c) of this Agreement.

"Agreement" means this Installment Sale Agreement, including all exhibits and attachments.

"Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete.

"Days" means calendar days unless otherwise expressly indicated.

"Disbursement Period" means the period during which Project Funds may be disbursed.

"District Office" means District Office of the Division of Drinking Water of the State Water Resources Control Board.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

"Division of Drinking Water" means the Division of Drinking Water of the State Water Board.

"DWSRF" means the Drinking Water State Revolving Fund.

"Eligible Start Date" means the date set forth in Exhibit B, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.

"Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.

"Final Disbursement Request Date" means the date after which date, no further Project Funds disbursements may be requested.

~~"Fiscal Agent" means a bank, which includes savings banks, savings and loan associations, credit unions and trust companies, or any other financial institution or entity approved by the State Water Board responsible for funds deposited for the payment of all amounts due to the State Water Board under the terms of this Agreement.~~

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees or equipment.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

~~"Installment Payments" means Installment Payments due and payable by the Recipient to the State Water Board under this Agreement, the amounts of which are set forth as Exhibit C hereto.~~

~~"Listed Event" means, so long as the Recipient has outstanding any System Obligation subject to Rule 15c2-12, any of the events required to be reported pursuant to Rule 15c2-12(b)(5).~~

"Material Event" means any event that, as determined by the Division, might cause the State Water Board to violate the terms and conditions of its agreements with USEPA, including any of the following: (a) revenue shortfalls; (b) unscheduled draws on the Reserve Fund, if any, or the Enterprise Fund; (c) substitution of insurers, or their failure to perform; (d) adverse findings by the Division of Drinking Water; (e) litigation related to the Revenues, the System, or the Project, whether pending or anticipated; (f) any false warranty or representation made by the Recipient relevant to this Agreement; (g) loss, theft, damage, or impairment to the Revenues or the System; (h) seizure of, or levy on any collateral securing

this Agreement; (i) dissolution or cessation of operations by the Recipient, termination of Recipient's existence, insolvency of Recipient, or filing of a voluntary or involuntary bankruptcy petition by or on behalf of Recipient; (j) any event set forth in section 2.10 of this Agreement.

~~"Material Obligation" means (a) any senior or parity obligation of the Recipient payable from Revenues as identified as of the date of this Agreement in Exhibit F, (b) the Obligation, and (c) such additional obligations as may hereafter be issued in accordance with the provisions of such obligations and this Agreement.~~

"Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

~~"Obligation" means the obligation of the Recipient to make Installment Payments and Additional Payments as provided herein, as evidenced by the execution of this Agreement, proceeds of such obligations being used to fund the Project as specified in the Project Description in Exhibit A and Exhibit A-FBA and in the documents thereby incorporated by reference.~~

"Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

"Policy" means the State Water Board's "Policy for Implementing the Drinking Water State Revolving Fund," as amended from time to time.

"Project" means the Project financed by this Agreement as described in Exhibit A, Exhibit A-FBA, and in the documents incorporated by reference herein.

"Project Completion" means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Policy, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP, plus capitalized interest.

"Project Funds" means all moneys disbursed to the Recipient by the State Water Board pursuant to this Agreement.

"Recipient" means the City of Hughson.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"Reserve Fund" means the reserve fund required pursuant to Exhibit D of this Agreement.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the

services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

~~“Rule 15c2-12(b)(5)” means Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.~~

“SRF” means the Drinking Water State Revolving Fund.

“State” means State of California.

“State Water Board” means the State Water Resources Control Board.

"System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the Recipient, including the Project, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

~~“System Obligation” means any long-term obligation of the Recipient payable from the Enterprise Fund, including this Obligation and obligations reflected in Exhibit F.~~

“Year” means calendar year unless otherwise expressly indicated.

1.2 Exhibits and Appendices Incorporated.

All exhibits and appendices to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement.

ARTICLE II REPRESENTATIONS, WARRANTIES, AND COMMITMENTS

The Recipient represents, warrants, and commits to the following as of the Eligible Start Date set forth on the first page hereof and continuing thereafter for the term of this Agreement.

2.1 General Recipient Commitments.

The Recipient shall comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for financial assistance.

2.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

2.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the first page hereof.

2.4 No Litigation.

There are no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the System, the Revenues, and/or the Project.

2.5 Solvency.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. As of the date set forth on the first page hereof, Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. Recipient is able to pay its debts as they become due.

2.6 Legal Status and Eligibility.

Recipient is duly organized and existing and in good standing under the laws of the State of California, and will remain so during the term of this Agreement. Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Recipient shall maintain its eligibility for funding under this Agreement for the term of this Agreement.

2.7 Financial Statements.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

2.8 Completion of Project.

The Recipient shall expeditiously proceed with and complete construction of the Project in substantial accordance with Exhibit A and Exhibit A-FBA.

2.9 Award of Construction Contracts.

- (a) The Recipient shall award the prime construction contract no later than the date specified in Exhibit A.
- (b) The Recipient shall promptly notify the Division in writing both of the award of the prime construction contract for the Project and of Initiation of Construction of the Project. The Recipient

shall make all reasonable efforts to complete construction in substantial conformance with the terms of the contract by the Completion of Construction date established in Exhibit A. Such date shall be binding upon the Recipient unless modified in writing by the Division upon a showing of good cause by the Recipient. The Recipient shall deliver any request for extension of the Completion of Construction date no less than 90 days prior to the Completion of Construction date. The Division will not unreasonably deny a timely request, but the Division may deny requests received after this time.

2.10 Notice.

(a) The Recipient shall notify the Division in writing within five (5) working days of the occurrence of the following:

- (1) ~~Material defaults on this Obligation;~~
- (2) ~~Unscheduled draws on debt service reserves held for this Obligation, if any, reflecting financial difficulties;~~
- (3) Bankruptcy, insolvency, receivership or similar event of the Recipient;
- (4) Actions taken pursuant to state law in anticipation of filing for bankruptcy;
- (5) ~~Listed Events or~~ Material Events, except those set forth in subdivisions (b) or (c) of this section;
- (6) Change of ownership of the Project or change of management or service contracts, if any, for operation of the Project; or

(b) The Recipient shall notify the Division within 10 working days of the following:

- (1) Material defaults on System Obligations, ~~other than this Obligation;~~
- (2) Unscheduled draws on debt service reserves held for System Obligations, ~~other than this Obligation,~~ if any, reflecting financial difficulties;
- (3) Unscheduled draws on credit enhancements on System Obligations, if any, reflecting financial difficulties;
- (4) Substitution of credit or liquidity providers, if any, or their failure to perform;
- (5) Any litigation pending or threatened against Recipient regarding its water capacity or its continued existence, circulation of a petition to challenge rates, consideration of dissolution, or disincorporation, or any other material threat to the Recipient's Revenues;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds; **or**
- (7) Rating changes on outstanding System Obligations, if any.; ~~or~~
- (8) ~~Issuance of additional parity obligations.~~

(c) The Recipient shall notify the Division promptly of the following:

- (1) Any substantial change in scope of the Project. The Recipient shall undertake no substantial change in the scope of the Project until written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- (2) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more beyond the estimated date of Completion of Construction previously provided to the Division;
- (4) Discovery of any potential archeological or historical resource. Should a potential archeological or historical resource be discovered during construction of the Project, the Recipient agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient shall implement appropriate actions as directed by the Division;
- (5) Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- (6) Any Project monitoring, demonstration, or other implementation activities such that the State Water Board Division of Drinking Water staff may observe and document such activities;
- (7) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division; or
- (8) Completion of Construction of the Project, and actual Project Completion.

2.11 Findings and Challenge **Reserved.**

~~Upon consideration of a voter initiative to reduce Revenues, the Recipient shall make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy the rate covenant set forth in Section 3.7 of this Agreement. The Recipient shall make its findings available to the public and shall request, if necessary, the authorization of the Recipient's decision maker or decision making body to file litigation to challenge any such initiative that it finds will render it unable to satisfy the rate covenant set forth in Section 3.7 and its obligation to operate and maintain the Project for its useful life. The Recipient shall diligently pursue and bear any and all costs related to such challenge. The Recipient shall notify and regularly update the State Water Board regarding the status of any such challenge.~~

2.12 Project Access.

The Recipient shall ensure that the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, the President of the United States, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of ~~the Obligation~~ **this Agreement.** The Recipient acknowledges that, except for a subset of

information regarding archaeological records, the Project records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated by Exhibit A and Exhibit A-FBA, and all reports, disbursement requests, and supporting documentation submitted hereunder.

2.13 Project Completion; Initiation of Operations.

Upon Completion of Construction of the Project, the Recipient shall expeditiously initiate Project operations.

2.14 Continuous Use of Project; Lease or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of the Project during the useful life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

2.15 Project Reports.

- (a) Status Reports. The Recipient shall provide expeditiously status reports no less frequently than quarterly, starting with the execution of this Agreement. These reports must accompany any disbursement request and are a condition precedent to any disbursement. At a minimum the reports will contain the following information:
- (1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
 - (2) A description of compliance with environmental requirements;
 - (3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
 - (4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.
- (b) Project Completion Report. The Recipient shall submit a Project Completion Report to the Division with a copy to the appropriate District Office of the Division of Drinking Water on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must address the following:
- (1) Describe the Project,
 - (2) Describe the water quality problem the Project sought to address,
 - (3) Discuss the Project's likelihood of successfully addressing that water quality problem in the future, and
 - (4) Summarize compliance with environmental conditions, if applicable.
 - (5) If the Recipient fails to submit a timely Project Completion Report, then the State Water

Board may stop processing pending or future applications for new financial assistance, withhold disbursements under this Agreement or other agreements, and begin administrative proceedings.

- (c) As Needed Reports. The Recipient shall provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

2.16 Federal Disadvantaged Business Enterprise (DBE) Reporting.

The Recipient shall report DBE utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient shall comply with 40 CFR § 33.301.

2.17 Records.

- (a) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient shall:
- (1) Establish an official file for the Project which adequately documents all significant actions relative to the Project;
 - (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
 - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
 - (4) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and indirect costs;
 - (5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (6) If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Force Account costs are not eligible for funding.
- (b) The Recipient shall maintain separate books, records and other material relative to the Project. The Recipient shall also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Project Completion. The Recipient shall require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the

forementioned. The Recipient shall allow and shall require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section shall survive the discharge of the Recipient's Obligation and the term of this Agreement.

2.18 Audit.

- (a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division
- (b) Audit disallowances will be returned to the State Water Board.

ARTICLE III FINANCING PROVISIONS

3.1 Purchase and Sale of Project.

The Recipient hereby sells to the State Water Board and the State Water Board hereby purchases from the Recipient the Project. Simultaneously therewith, the Recipient hereby purchases from the State Water Board, and the State Water Board hereby sells to the Recipient, the Project in accordance with the provisions of this Agreement. All right, title, and interest in the Project shall immediately vest in the Recipient on the date of execution and delivery of this Agreement without further action on the part of the Recipient or the State Water Board. The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

3.2 Amounts Payable by the Recipient.

- (a) ~~Installment Payments. Interest will accrue beginning with each disbursement. The Recipient shall repay interest semi-annually, by January 1 and July 1 of each year, until one year after Completion of Construction. Beginning no later than one year after Completion of Construction, repayment of the principal of the Project Funds, together with all interest accruing thereon, shall be repaid semi-annually by January 1 and July 1, and shall be fully amortized by the end term date specified in Exhibit B.~~

~~The Installment Payments are based on a standard fully amortized assistance amount with equal semi-annual payments. The remaining balance is the previous balance, plus the disbursements, plus the accrued interest on both, less the Installment Payment. Installment Payment calculations will be made beginning one (1) year after Completion of Construction. Exhibit C is a payment schedule based on the provisions of this article and an estimated disbursement schedule. Actual payments will be based on actual disbursements.~~

~~Upon Completion of Construction and submission of necessary reports by the Recipient, the Division will prepare an appropriate payment schedule and supply the same to the Recipient. The Division may amend this schedule as necessary to accurately reflect amounts due under this Agreement. The Division will prepare any necessary amendments to the payment schedule and send them to the Recipient.~~

~~The Recipient shall make each Installment Payment on or before the due date therefor. A ten (10) day grace period will be allowed, after which time a penalty in the amount of costs incurred by the~~

~~State Water Board will be assessed for late payment. These costs may include, but are not limited to, lost interest earnings, staff time, bond debt service default penalties, if any, and other related costs. For purposes of penalty assessment, payment will be deemed to have been made if payment is deposited in the U.S. Mail within the grace period with postage prepaid and properly addressed. Any penalties assessed will not be added to the assistance amount balance, but will be treated as a separate account and obligation of the Recipient. The interest penalty will be assessed from the payment due date.~~

~~The Recipient as a whole is obligated to make all payments required by this Agreement to the State Water Board, notwithstanding any individual default by its constituents or others in the payment to the Recipient of fees, charges, taxes, assessments, tolls or other charges ("Charges") levied or imposed by the Recipient. The Recipient shall provide for the punctual payment to the State Water Board of all amounts which become due under this Agreement and which are received from constituents or others in the payment to the Recipient. In the event of failure, neglect or refusal of any officer of the Recipient to levy or cause to be levied any Charge to provide payment by the Recipient under this Agreement, to enforce or to collect such Charge, or to pay over to the State Water Board any money collected on account of such Charge necessary to satisfy any amount due under this Agreement, the State Water Board may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition or levying and collection of any of such Charges and the payment of the money collected therefrom to the State Water Board. Action taken pursuant hereto shall not deprive the State Water Board of, or limit the application of, any other remedy provided by law or by this Agreement.~~

~~Each Installment Payment shall be paid by check and in lawful money of the United States of America.~~

~~The Recipient shall not be entitled to interest earned on undisbursed funds. Upon execution of this Agreement, the State Water Board shall encumber an amount equal to the Obligation. The Recipient shall pay Installment Payments and Additional Payments from Net Revenues and/or other amounts legally available to the Recipient therefor. Interest on any funds disbursed to the Recipient shall begin to accrue as of the date of each disbursement.~~

- (b) Project Costs. The Recipient shall pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient shall nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.
- (c) Additional Payments. ~~In addition to the Installment Payments required to be made by the Recipient,~~ ~~†~~ The Recipient shall also pay to the State Water Board the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

Additional Payments may be billed to the Recipient by the State Water Board from time to time, together with a statement executed by a duly authorized representative of the State Water Board, stating that the amounts billed pursuant to this section have been incurred by the State Water Board or its assignee for one or more of the above items and a copy of the invoice or statement for the amount so incurred or paid. Amounts so billed shall be paid by the Recipient within thirty (30) days after receipt of the bill by the Recipient.

- (d) ~~The Recipient may without penalty prepay all or any portion of the outstanding principal amount of the Obligation provided that the Recipient shall also pay at the time of such prepayment all accrued interest on the principal amount prepaid through the date of prepayment.~~
- (e) The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs incurred and pre-purchased materials prior to execution of an amendment that incorporates Exhibit A-FBA. All other construction costs are not eligible for reimbursement until after this Agreement has been amended to incorporate the FBA.

3.3 ~~Obligation Absolute.~~ **Reserved.**

~~The obligation of the Recipient to make the Installment Payments and other payments required to be made by it under this Agreement, from Net Revenues and/or other amounts legally available to the Recipient therefor, is absolute and unconditional, and until such time as the Installment Payments and Additional Payments have been paid in full, the Recipient shall not discontinue or suspend any Installment Payments or other payments required to be made by it hereunder when due, whether or not the System or any part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Installment Payments and other payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.~~

3.4 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

3.5 Disbursement of Project Funds; Availability of Funds.

- (a) Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:
 - (1) Upon execution and delivery of this Agreement, the Recipient may request immediate disbursement of any eligible incurred planning and design allowance as specified in Exhibit B from the Project Funds through submission to the State Water Board of the Disbursement Request Form 260, or any amendment thereto, duly completed and executed. The Recipient must submit a disbursement request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late disbursement requests may not be honored.
 - (2) The Recipient may request disbursement of eligible construction and equipment costs consistent with budget amounts referenced in Exhibit B and Exhibit A-FBA.
 - (3) Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Disbursement Request Form 260, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of status reports due under Section 2.15 above.

- (4) The Recipient shall not request disbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of disbursement request.
 - (5) Recipient shall spend Project Funds within 30 days of receipt. Any interest earned on Project Funds shall be reported to the State Water Board and may be required to be returned to the State Water Board or deducted from future disbursements.
 - (6) The Recipient shall not be entitled to interest earned on undisbursed funds.
 - (7) The Recipient shall not request a disbursement unless that Project Cost is allowable, reasonable, and allocable.
 - (8) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.
- (b) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other agency. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.

3.6 Withholding of Disbursements and Material Violations.

- (a) The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:
- (1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
 - (2) The Recipient fails to maintain reasonable progress toward completion of the Project.
- (b) For the purposes of this Agreement, the terms "material violation" or "threat of material violation" include, but are not limited to:
- (1) Placement on the ballot of an initiative or referendum to reduce Revenues;
 - (2) Passage of such an initiative or referendum;
 - (3) Successful challenges by ratepayer(s) to the process used by Recipient to set, dedicate, or otherwise secure Revenues; or
 - (4) Any other action or lack of action that may be construed by the Division as a material violation or threat thereof.

3.7 ~~Pledge; Rates, Fees and Charges; Additional Debt.~~

- (a) ~~Establishment of Enterprise Fund and Reserve Fund. In order to carry out its Material Obligations, the Recipient covenants that it shall establish and maintain or shall have established and maintained the Enterprise Fund. All Revenues received shall be deposited when and as received in trust in the Enterprise Fund. As required in Exhibit D of this Agreement, the Recipient shall establish and maintain a Reserve Fund.~~
- (b) ~~Pledge of Net Revenues, Enterprise Fund, and Reserve Fund. The Obligation hereunder shall be secured by a lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund specified in Exhibit D in priority as specified in Exhibit F (senior, parity, or subordinate). The Recipient hereby pledges and grants such lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund specified in Exhibit D to secure the Obligation, including payment of Installment Payments and Additional Payments hereunder. The Net Revenues in the Enterprise Fund, shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Recipient.~~
- (c) ~~Application and Purpose of the Enterprise Fund. Subject to the provisions of any outstanding Material Obligation, money on deposit in the Enterprise Fund shall be applied and used first, to pay Operations and Maintenance Costs, and thereafter, all amounts due and payable with respect to the Material Obligations. After making all payments hereinabove required to be made in each Fiscal Year, the Recipient may expend in such Fiscal Year any remaining money in the Enterprise Fund for any lawful purpose of the Recipient, including payment of subordinate debt.~~
- (d) Rates, Fees and Charges. The Recipient shall, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be at least sufficient to yield during each Fiscal Year Net Revenues **in an amount necessary to meet its obligations under this Agreement** equal to the debt service on System Obligations, including the Obligation, for such Fiscal Year, plus any coverage ratio specified in Exhibit D of this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.
- (e) ~~Additional Debt Test.~~
- (1) ~~Additional Senior Debt. The Recipient's future debt that is secured by revenues pledged herein may not be senior to this Obligation, except where the new senior obligation refunds or refinances a senior obligation with the same lien position as the existing senior obligation, the new senior obligation has the same or earlier repayment term as the refunded senior debt, the new senior debt service is the same or lower than the existing debt service, and the new senior debt will not diminish the Recipient's ability to repay its SRF obligations.~~
- (2) ~~Additional Parity Debt. Future debt that is secured by revenues pledged herein may be on parity with this Obligation under the following conditions: The Recipient's non-subordinate debt is rated "A," or higher, by at least two of the nationally recognized rating agencies.~~

3.8 Financial Management System and Standards.

The Recipient shall comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit

preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient shall be bound by, and to comply with, the provisions and requirements of the federal Single Audit Act of 1984, Office of Management and Budget (OMB) Circular No. A-133 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

3.9 Accounting and Auditing Standards.

The Recipient must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Recipient shall maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

3.10 Other Assistance.

If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient shall notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's local share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding shall be remitted to the State Water Board ~~to be applied to installment Payments due hereunder, if any.~~

ARTICLE IV RESERVED

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

5.2 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

5.3 Bonding.

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

5.4 Competitive Bidding

Recipient shall adhere to any applicable state or local ordinance for competitive bidding and applicable labor laws.

5.5 Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient shall:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the State Water Board's Policy;
- (c) Comply with and require compliance with the list of state laws attached as Exhibit H.
- (d) Comply with and require its contractors and subcontractors on the Project to comply with federal DBE requirements; and
- (e) Comply with and require its contractors and subcontractors to comply with the list of federal laws attached as Exhibit E.

5.6 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

5.7 Damages for Breach Affecting Tax-Exempt Status or Federal Compliance

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach. In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

5.8 Disputes.

- (a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.
- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) Recipient shall continue with the responsibilities under this Agreement during any dispute.
- (d) This section 5.8 relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

5.9 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

5.10 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

5.11 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. The Recipient shall also provide for the defense and indemnification of the Indemnified Parties in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and shall cause the Indemnified Parties to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement and the discharge of the Recipient's Obligation hereunder.

5.12 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

5.13 [Reserved].

5.14 Non-Discrimination Clause.

- (a) During the performance of this Agreement, Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (b) The Recipient, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subs. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

5.15 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

5.16 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the System during its useful life in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the System shall be free and clear of all claims and liens. ~~If such net proceeds are insufficient to enable~~

~~the Recipient to pay all remaining unpaid principal portions of the Installment Payments, if any, the Recipient shall provide additional funds to restore or replace the damaged portions of the System.~~

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and shall provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

5.17 Permits, Subcontracting, and Remedies.

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction begins.

The Recipient shall not contract or allow subcontracting with excluded parties. The Recipient shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/ustcf/dbp.shtml.

5.18 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. In addition, the Recipient agrees to comply with the provisions of Exhibit G (Davis-Bacon).

5.19 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

5.20 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

5.21 Related Litigation.

Under no circumstances may the Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

5.22 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

5.23 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

5.24 Termination; Immediate Acceleration; Interest.

- (a) This Agreement may be terminated by written notice during construction of the Project, or thereafter ~~at any time prior to complete satisfaction of the Obligation by the Recipient~~ **during the term of this Agreement** at the option of the State Water Board, upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.
- (b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Project Funds disbursed hereunder, accrued interest, penalty assessments, and Additional Payments. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date all monies due have been received by the State Water Board.

5.25 Timeliness.

Time is of the essence in this Agreement.

5.26 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

5.27 Useful Life.

The Recipient warrants that the economic useful life of the Project, commencing at Project Completion, is at least equal to the term of this Agreement, as set forth in Exhibit B hereto.

5.28 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

5.29 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto.

CITY OF HUGHSON:

By: _____
Name: ~~Raul Mendez~~ **Merry Mayhew**
Title: City Manager

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Leslie Laudon
Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK

1. The Recipient agrees to start construction no later than the estimated date of December 1, 2017.
2. The Completion of Construction date is hereby established as ~~September 1, 2020~~ **January 30, 2021**.
3. The Recipient agrees to ensure that its final Request for Disbursement is received by the Division no later than six months after Completion of Construction, unless prior approval has been granted by the Division. Otherwise, the undisbursed balance of this Agreement will be deobligated.
4. Incorporated by reference into this Agreement are the following documents:
 - (a) the Stamped and Signed Final Plans & Specifications, for the Project received on June 5, 2018, dated on May 31, 2018, which are the basis for the construction contract to be awarded by the Recipient to Anthony J. Prieto Water Well Drilling, Inc.;
 - (b) the Stamped and Signed Final Plans & Specifications, for the Project received on March 18, 2019, dated on May 31, 2019, which are the basis for the construction contract to be awarded by the Recipient to Gateway Pacific Construction;**
 - ~~(b)(c)~~ the Drinking Water System Permit No. 03-10-04PA-001.
5. Reporting. Status Reports due at least quarterly.
6. Scope of Work.

The Project includes the installation and consolidation of two (2) deep wells, two (2) water filters, one (1) equalization/storage tank for treated water, one (1) backwash holding and processing tank with appurtenances for backwash reclamation, distribution system booster pumps, control building, emergency power supply, on and off site pipelines for water conveyance, and other incidental items for a fully functioning water treatment, storage, and distribution facility. The Project will solve the ranked problem through a combined strategy of (1) avoiding some contaminants by replacing shallow groundwater wells with deep groundwater wells, and (2) treating water for inorganic contamination that is ubiquitous in local aquifers.

7. Signage.

The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the Division):



"Funding for this ~~\$8,327,753.00~~ Well No. 7 Replacement and Arsenic Treatment Project has been provided in full or in part by Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014, the Drinking Water State Revolving Fund, **and the Safe and**

EXHIBIT A – SCOPE OF WORK

Affordable Funding for Equity and Resiliency (SAFER) Drinking Water Program through an agreement with the State Water Resources Control Board. California’s Drinking Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.”

The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding for this Project has been provided in full or in part through an agreement with the State Water Resources Control Board. California’s Drinking Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

EXHIBIT A-FBA – FINAL BUDGET APPROVAL

Table 1: Approved Construction Bid Amount

CONTRACTOR	AMOUNT BID	APPROVED COSTS
Phase 1: Anthony J. Prieto Water Well Drilling, Inc.	\$891,319	\$891,319
<u>Phase 2: Gateway Pacific Construction</u>	<u>\$1,896,104</u>	<u>\$1,896,104</u>

1 - BUDGET

Table 2: Approved Final Project Budget

PROJECT COST TABLE	
TYPE OF WORK	APPROVED BUDGET (\$)
A. Construction	
Phase 1: Anthony J. Prieto Water Well Drilling, Inc.	891,319
Phases 2 and 3: To be determined	4,568,487
<u>Phase 2: Gateway Pacific Construction</u>	<u>\$1,896,104</u>
<u>Phase 3: TBD</u>	<u>\$2,672,383</u>
Construction Subtotal	5,459,806
B. Pre-Purchased Material/Equipment	
	708,900
C. Land Purchase	
	0
D. Contingency	
	1,233,741
E. Allowances	
Planning	125,000
Design	480,184
Bid Documents & Project Advertisement	0
Construction Management	320,122
Administration	0
Value Engineering	0
Labor Compliance	0
Allowances Subtotal	925,306
TOTAL (Subtotal A+B+C+D+E)	\$8,327,753

Note: Adjustments may be made between line items on the final disbursement.

EXHIBIT A-FBA – FINAL BUDGET APPROVAL

2 - PROJECT ELIGIBILITY DETERMINATION

The eligibility determinations and conditions of approval identified below are based on the review of:

- Stamped and Signed Final Plan and Specifications (P&S) for the **Phase 1** Project received on June 5, 2018, dated on May 31, 2018
- **Stamped and Signed Final Plan and Specifications (P&S) for the Phase 2 Project received on March 18, 2019, dated on May 1, 2019**

The eligibility determination for the bid items shown in the schedule of values provided by the Recipient are as follows:

Table 3: Eligibility Determination Agreement **for Phase 1:**

Bid Item	Description	Percent Eligibility
1	Mobilization	100%
2	Test Hole	100%
3	Conductor Casing	100%
4	Production Hole	100%
5	Caliper Log	100%
6	HSLA Blank Casing	100%
7	HSLA Louvered Screen	100%
8	Gravel Envelope	100%
9	Sounding Tube	100%
10	Gravel Pipe	100%
11	Sanitary Grout Seal	100%
12	Initial Well Development	100%
13	Final Well Development	100%
14	Well Aquifer Testing	100%
15	Sewer Improvements	100%

Bid items as shown in the schedule of values provided by the recipient.

Table 3: Eligibility Determination Agreement for Phase 2:

<u>Bid Item</u>	<u>Description</u>	<u>Percent Eligibility</u>
<u>1</u>	<u>Sheeting, Shoring, Bracing</u>	<u>100%</u>
<u>2</u>	<u>Mobilization</u>	<u>100%</u>
<u>3</u>	<u>1.0 M.G. Type 1 Prestressed Concrete Tank</u>	<u>100%</u>
<u>4</u>	<u>Exterior Tank Coating</u>	<u>100%</u>

Bid items as shown in the schedule of values provided by the recipient

Eligibility Determination Conditions of Approval

1. Necessary insurance directly related to the construction contract and extending throughout the period of the construction contract will be eligible for DWSRF financing. This includes builder risk insurance, public liability insurance, fire, and Project specific insurance.
2. Earthquake insurance and "Act of God" insurance are ineligible for funding.

EXHIBIT A-FBA – FINAL BUDGET APPROVAL

3. Asphalt pavement, corresponding improvements, and excavation and refill materials due to trenching are limited to replacement of the trench width plus one foot on each side of the trench disturbed due to the construction work of the subject contract only. Full lane width paving or slurry seal is eligible only if required by ordinance or code.
4. The cost of local permits and licenses other than those issued by the Recipient are eligible for DWSRF financing.
5. The approved contingency may not be increased above the approved contingency shown in Table 2. Any unclaimed construction or allowance costs may also be used towards approved construction change orders. The change order approval may not: (1) increase the maximum amount of the financing agreement based on Table 2: Approved Construction Budget, (2) increase the term of the financing agreement, or (3) result in a substantial change in the Project scope.
6. Review of the P&S by the Division is conducted to determine eligibility and administrative compliance with the Policy. Issuance of the FBA does not relieve the Recipient and the design engineer of their legal liability for the adequacy of the design.

3 – PROJECT COMPLETION

Project Completion Report

The Project completion report shall contain the following:

1. A description of the final constructed Project.
2. A description of the water quality or quantity problem the Project sought to address.
3. A discussion of the Project's likelihood of successfully addressing that water quality or quantity problem in the future, and
4. Summarize compliance with environmental conditions, if applicable.

Project Completion Reporting

1. The recipient must notify the appropriate Division of Drinking Water (DDW) District Office and the Division of Financial Assistance that its Project was completed by submitting a Project Completion Report to the Division with a copy to the DDW District Office.
2. The Project Completion Report must be submitted on or before the due date established per Section XIV.B.2 of the DWSRF Policy.

EXHIBIT B – FUNDING AMOUNT

1. Estimated Reasonable Cost. The estimated reasonable cost of the total Project, including associated planning and design costs is eight million three hundred twenty-seven thousand seven hundred fifty-three dollars and no cents (\$8,327,753).
2. Project Financing. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds in the amount of up to eight million three hundred twenty-seven thousand seven hundred fifty-three dollars and no cents (\$8,327,753). ~~A portion of this amount five million dollars and no cents (\$5,000,000) is anticipated to be forgiven. The estimated amount of principal that will be due to the State Water Board under this Agreement is three million three hundred twenty-seven thousand seven hundred fifty-three dollars and no cents (\$3,327,753).~~
3. ~~Payment, Interest Rate, and Charges. The Recipient agrees to make all Installment Payments according to the schedule in Exhibit C at an interest rate of Zero percent (0%) per annum. The Recipient agrees to pay an Administrative Service Charge in lieu of interest as reflected in Exhibit C. The Recipient agrees to pay a Drinking Water Small Community Emergency Grant Fund Charge in lieu of interest as reflected in Exhibit C.~~ **Reserved.**
4. ~~Contingent Principal Forgiveness. Contingent on the Recipient's performance of its obligations under this Agreement, the State Water Board agrees to forgive up to five million dollars and no cents (\$5,000,000) of the principal under this Agreement.~~ **The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents (\$0.00).**
5. [Reserved]
6. [Reserved]
7. The term of this agreement is from the Eligible Start Date of November 9, 2016 to ~~July 1, 2050~~ **January 30, 2057.**

City of Hughson
Agreement No.: D16-02057
Project No.: 5010008-011C
FISCAL Agreement No. SWRCB0000000000D160205700
Amendment No. 2

EXHIBIT C – ~~PAYMENT SCHEDULE~~ **RESERVED**

~~See the attached preliminary Payment Schedule. The final Payment Schedule will be forwarded to the Recipient after all disbursements have been paid and construction of the Project has been completed.~~

EXHIBIT D – SPECIAL CONDITIONS

Recipient acknowledges and agrees to the following special conditions:

Technical:

1. The Recipient shall submit to the Division and the Division of Drinking Water Stockton District Office (“District Office”), the Project’s final plans and specifications and bid documents for review and approval prior to bid advertisement of such Project.
2. The Recipient shall submit to the Division and the District Office, the Project’s bid results for review and approval prior to awarding the construction contract for such Project.
3. Prior to any start-up testing of the Project treatment facilities, the Recipient shall submit a complete operations plan for the approved Project treatment facilities to the Division and the District Office.
4. The Recipient shall not supply water from the Project treatment facilities to the distribution system without receiving prior written approval from the Division and the District Office.
5. The Recipient shall submit a permit amendment application to the District Office no later than 6 months prior to project completion.

Environmental:

1. The Recipient shall implement the mitigation measures identified in the Initial Study/Mitigated Negative Declaration (IS/MND), titled Well No. 7 Replacement, dated May 2013 (SCH# 2013052019) prepared for the project.
2. As a potential generator of hazardous waste, the Recipient shall comply with all applicable regulations in, CCR Title 22, Division 4.5 Environmental Health Standards for the Management of Hazardous Waste, regarding appropriate handling, management and disposal of residuals from the treatment plant. As soon as practical and prior to operation, the Recipient shall contact the local Certified Unified Program Agency (CUPA) regarding the specific requirements for the potential generation of liquid or solid waste. For more information contact the CalEPA website for programs within the county of operation.
<http://www.calepa.ca.gov/CUPA/Directory/default.aspx>

Financial:

- ~~1. Recipient shall establish a restricted Reserve Fund, held in its Water Enterprise Fund, equal to one year’s debt service on this Obligation. Ten percent (10%) of one year’s debt service shall be accumulated in the restricted Reserve Fund each year following Completion of Construction for a period of ten years. The restricted Reserve Fund shall be maintained for the full term of the Agreement and shall be subject to lien and pledge as security for this Obligation, and its use shall be restricted to payment of this Obligation during the term of this Agreement.~~
- ~~2. The financing agreement shall be issued on parity with the 2006 Municipal Finance Corporation Installment Sales Agreement. Parity debt requires debt service coverage of 1.15 times the total annual debt service.~~

EXHIBIT D – SPECIAL CONDITIONS

- ~~3. The Recipient shall establish rates and charges sufficient to generate Revenues in the amount necessary to cover Operating and Maintenance costs of the City, and Net Revenues equal to at least 1.15 times the total annual debt service.~~

EXHIBIT E – PROGRAMMATIC CONDITIONS & CROSS-CUTTERS

The Recipient agrees to comply with the following federal conditions:

(A) Federal Award Conditions

- (1) American Iron and Steel. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
- (2) Wage Rate Requirements (Davis-Bacon). The Recipient shall include in full the language provided in Exhibit G of this Agreement in all contracts and subcontracts.
- (3) Signage Requirements. The Recipient shall comply with the USEPA's Guidelines for Enhancing Public Awareness of SRF Assistance Agreements, dated June 3, 2015, as otherwise specified in this Agreement.
- (4) Public or Media Events. The Recipient shall notify the State Water Board and the EPA contact as provided in the notice provisions of this Agreement of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- (5) EPA General Terms and Conditions (USEPA GTCs). The Recipient shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>, including but not limited to the following:
 - (a) DUNS. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
 - (b) Executive Compensation. The Recipient shall report the names and total compensation of each of its five most highly compensated executives for the preceding completed fiscal year, as set forth in the USEPA GTCs.
 - (c) Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532. The Recipient shall comply with Subpart C of 2 CFR Part 180 and shall ensure that its contracts include compliance. The Recipient shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Recipient shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. The Recipient shall certify

EXHIBIT E – PROGRAMMATIC CONDITIONS & CROSS-CUTTERS

that it and its principals, and shall obtain certifications from its contractors that they and their principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - ii. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the foregoing paragraph; and
 - iv. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
 - v. Suspension and debarment information can be accessed at <http://www.sam.gov>. The Recipient represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under this Agreement. The Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.
- (d) Conflict of Interest. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- (e) Copyright and Patent.
- i. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
 - ii. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.
- (f) Credit. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the following statement:

EXHIBIT E – PROGRAMMATIC CONDITIONS & CROSS-CUTTERS

“This project has been funded wholly or in part by the United States Environmental Protection Agency and the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency or the State Water Resources Control Board, nor does the EPA or the Board endorse trade names or recommend the use of commercial products mentioned in this document.”

- (g) Electronic and Information Technology Accessibility. The Recipient is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
 - (h) Trafficking in Persons. The Recipient, its employees, contractors and subcontractors and their employees may not engage in severe forms of trafficking in persons during the term of this Agreement, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing. Trafficking Victims Protection Act of 2000.
- (B) Super Cross-Cutters - Civil Rights Obligations. The Recipient must comply with the following federal non-discrimination requirements:
- (1) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - (2) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - (3) The Age Discrimination Act of 1975, which prohibits age discrimination.
 - (4) 40 CFR Part 7, as it relates to the foregoing.

(C) Cross-Cutters

- (1) Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their

EXHIBIT E – PROGRAMMATIC CONDITIONS & CROSS-CUTTERS

race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- (2) Disadvantaged Business Enterprises (40 CFR Part 33). The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises. The DBE rule can be accessed at www.epa.gov/osbp. The Recipient shall comply with, and agrees to require its prime contractors to comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts. (IUP)

EXHIBIT E – PROGRAMMATIC CONDITIONS & CROSS-CUTTERS

- (3) Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- (4) Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- (5) Debarment and Suspension Executive Order No. 12549 (1986). The Recipient certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 40 CFR Part 32 to participate in the Project. Contractors on the Project must provide a similar certification prior to the award of a contract and subcontractors on the project must provide the general contractor with the certification prior to the award of any subcontract.
- (6) The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.

E. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.

EXHIBIT F – SCHEDULE OF SYSTEM OBLIGATIONS RESERVED

Except for the following and the Obligation evidenced by this Agreement, the Recipient certifies that it has no outstanding System Obligations and that it is in compliance with all applicable additional debt provisions of the following:

The following outstanding debt is senior to the Obligation:

Title	Notional Amount	End Date
None.		

The following outstanding debt is on parity with the Obligation:

Title	Notional Amount	End Date
2006 Installment Sale Agreement (Citizens Business Bank)	\$2,400,000	2026

The following outstanding debt is subordinate to the Obligation:

Title	Notional Amount	End Date
None.		

EXHIBIT G – DAVIS-BACON REQUIREMENTS

For purposes of this Exhibit only, “subrecipient” or “sub recipient” means the Recipient as defined in this Agreement.

For purposes of this Exhibit only, “recipient” means the State Water Board.

I. Requirements For Sub recipients That Are Governmental Entities:

If a sub recipient has questions regarding when Davis-Bacon (DB) applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State Water Board. The recipient or sub recipient may also obtain additional guidance from DOL’s web site at <http://www.dol.gov/whd/>.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

EXHIBIT G – DAVIS-BACON REQUIREMENTS

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or, for CWSRF projects, the FY 2015 Water Resource Reform and Development Act, or for DWSRF projects, the Consolidated Appropriations Act, 2016, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

EXHIBIT G – DAVIS-BACON REQUIREMENTS

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

EXHIBIT G – DAVIS-BACON REQUIREMENTS

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social

EXHIBIT G – DAVIS-BACON REQUIREMENTS

security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as

EXHIBIT G – DAVIS-BACON REQUIREMENTS

stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The

EXHIBIT G – DAVIS-BACON REQUIREMENTS

prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause

EXHIBIT G – DAVIS-BACON REQUIREMENTS

set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section. (b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor and the State Water Board, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a

EXHIBIT G – DAVIS-BACON REQUIREMENTS

minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

EXHIBIT H – COMPLIANCE WITH CROSS-CUTTING STATE AUTHORITIES

1. EMERGENCY DROUGHT REGULATIONS

The Recipient certifies that it complies with and shall continue to comply with the State Water Board's Drought Emergency Water Conservation regulations in Article 22.5 of Chapter 2 of Division 3 of Title 23 of the California Code of Regulations. The Recipient will include a discussion of its implementation in reports submitted pursuant to Section 2.15 of this Agreement.

2. CALIFORNIA DEBT INVESTMENT ADVISORY COMMISSION (CDIAC)

Where Recipient is a public entity, Recipient acknowledges its responsibility to file debt obligations with the CDIAC. Recipient understands that CDIAC has waived filing fees for State Water Board SRF debt.

3. COMPLIANCE WITH STATE REQUIREMENTS

Recipient represents that is in in compliance with the following conditions precedent and agrees that it will continue to maintain compliance during the term of this Agreement:

(a) Monthly Water Diversion Reporting

If Recipient is a water diverter, Recipient must maintain compliance with Water Code section 5103, subdivision (e)(2)(A) by submitting monthly diversion reports to the Division of Water Rights of the State Water Resources Control Board.

(b) Public Works Contractor Registration with Department Of Industrial Relations

To bid for public works contracts, Recipient and Recipient's subcontractors must register with the Department of Industrial Relations as required by Labor Code sections 1725.5 and 1771.1.

(c) Volumetric Pricing & Water Meters

If Recipient is an "urban water supplier" as defined by Water Code section 10617, Recipient must charge each customer for actual water volume measured by water meter according to the requirements of Water Code sections 526 and 527. Section 527 further requires that such suppliers not subject to section 526 install water meters on all municipal and industrial service connections within their service area by 2025.

(d) Urban Water Management Plan

If Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that this Project complies with the Urban Water Management Planning Act (Water Code, § 10610 et seq.). This shall constitute a condition precedent to this Agreement.

(e) Urban Water Demand Management

If Recipient is an "urban water supplier" as defined by Water Code section 10617, Recipient must comply with water conservation measures established by SBx7-7. (Water Code, Sec. 10608.56.)

(f) Delta Plan Consistency Findings

EXHIBIT H – COMPLIANCE WITH CROSS-CUTTING STATE AUTHORITIES

If Recipient is a state or local public agency and the proposed action is covered by the Delta Plan, Recipient must submit certification of project consistency with the Delta Plan to the Delta Stewardship Council according to the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.

(g) Agricultural Water Management Plan Consistency

If Recipient is an agricultural water supplier as defined by Water Code section 10608.12, Recipient must comply with Agricultural Water Management Planning requirements as mandated by Water Code section 10852.

(h) Charter City Project Labor Requirements

If Recipient is a charter city as defined in Labor Code section 1782, subdivision (d)(2), Recipient will comply with the requirements of Labor Code section 1782 and Public Contract Code section 2503 as discussed in the following subparts (1) and (2).

(1) Prevailing Wage

Recipient certifies that it is eligible for state funding assistance notwithstanding Labor Code section 1782.

Specifically Recipient certifies that no charter provision nor ordinance authorizes a construction project contractor not to comply with Labor Code's prevailing wage rate requirements, nor, within the prior two years (starting from January 1, 2015 or after) has the city awarded a public works contract without requiring the contractor to comply with such wage rate requirements according to Labor Code section 1782.

(2) Labor Agreements

Recipient certifies that no charter provision, initiative, or ordinance limits or constrains the city's authority or discretion to adopt, require, or utilize project labor agreements that include all the taxpayer protection antidiscrimination provisions of Public Contract Code section 2500 in construction projects, and that Recipient is accordingly eligible for state funding or financial assistance pursuant to Public Contract Code section 2503.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto.

CITY OF HUGHSON:

By: _____
Name: ~~Raul Mendez~~ **Merry Mayhew**
Title: City Manager

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Leslie Laudon
Title: Deputy Director
Division of Financial Assistance

Date: _____

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto.

CITY OF HUGHSON:

By: _____
Name: ~~Raul Mendez~~ **Merry Mayhew**
Title: City Manager

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Leslie Laudon
Title: Deputy Director
Division of Financial Assistance

Date: _____



CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date: July 27, 2020
Subject: Approval to Adopt Resolution No. 2020-46, Confirming Diagrams, Assessments and Reports and Levying Assessments for Fiscal Year 2020-2021 for All Landscape and Lighting Districts and All Benefit Assessment Districts within the City of Hughson; Adopt Resolution No. 2020-47, Confirming Diagrams, Assessments and Reports and Levying Assessments for Fiscal Year 2020-2021, for the Community Facilities District within the City of Hughson
Presented By: Lea C. Simvoulakis, Community Development Director
Approved By: Merry Mayhew, City Manager

Staff Recommendations:

1. Adopt Resolution No. 2020-46, confirming diagrams, assessments and reports and levying assessments for Fiscal Year 2020-2021, for all Landscape and Lighting Districts and all Benefit Assessment Districts within the City of Hughson.
2. Adopt Resolution No. 2020-47, confirming diagrams, assessments and reports and levying assessments for Fiscal Year 2020-2021, for the Community Facilities District within the City of Hughson.
3. Direct the Harris & Associates Assessment Engineer to file, or cause to be filed, a certified copy of said Resolution and the report for each Assessment District with the Stanislaus County Tax Collector.

Background:

The City of Hughson utilizes three types of assessment districts provide services and improvements to property owners throughout the City. Landscape and Lighting Districts (LLDs), Benefit Assessment Districts (BADs) and Community Facilities Districts (CFDs) are formed when new subdivisions are built in the city. Each Landscape and Lighting District (LLD) requires an annual assessment levied against properties within the specific district pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "1972 Act"). Each Benefit Assessment District (BAD) requires an annual assessment levied against properties within the specific district pursuant to the Benefit Assessment Act of 1982 (the "1982 Act"), Part 1 of Division 2 of the California Government Code. Each Community Facilities District (CFD) requires an annual

assessment levied against properties within the specific district pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code.

The City annually reviews the anticipated costs of each district for the next fiscal year, establishes assessments attributable to each parcel, and orders the assessments to be levied through the County property tax roll. The Engineer's Report describes the districts, incorporates any annexations, or changes to the districts, and identifies the proposed assessments and levies for the upcoming fiscal year. The proposed assessments and levies are based on the estimated costs it takes to provide services to maintain the direct and special benefits each property in a specific district enjoys. Parcels are assessed a proportional charge for the special benefit provided by the district.

With the approval of the Report and confirmation of the assessments, the City Council may order the levy and the collection of the assessments for the upcoming fiscal year pursuant to the 1972 and 1982 Acts, respectively. In such case, the assessment information will be submitted to the County Auditor-Controller, by mid-August, to be included on the Tax Roll for each benefiting parcel.

Summary of Proposed Assessments for Fiscal Year 2020-2021

The following is a summary of the Fiscal Year 2020-2021 proposed assessments per equivalent dwelling unit (EDU) as set forth in the Report. City staff has retained Harris & Associates ("Harris") for professional assessment district administration services. City staff coordinated closely with Harris & Associates to determine the appropriate assessment for each district. City staff prepared program budgets for each of the 14 LLDs, 6 BADs, and 1 CFD. The program budgets take into account the original estimated costs for each district per the formation engineer reports, the actual charges and expenses based on the current fiscal year, the planned use of reserves for eligible projects, the fiscal condition of the district, and the determination of a general fund methodology.

In preparation for the annual assessment process for the upcoming fiscal year, Harris & Associates and City staff determined that it would be appropriate to limit changes to the current district budgets given the uncertainties of COVID-19. Typically, staff reviews the prior year's budget items, the current fund balances, the allowable assessment amounts, and incorporate any necessary adjustments for each district. While that was done on some level, staff tried to limit increases to the levy amounts so as not to put any additional strain on residents.

Last year staff proposed to hold a Proposition 218 Assessment Rate Increase election in the 2019-2020 Fiscal Year which would take effect in the 2020-2021 assessments to address those districts that are under-funded. However, given the fiscal strain that COVID-19 may have had on residents, staff felt it was better to put this process off. Depending on the resulting fiscal forecast in the coming months, staff will determine whether to hold a Proposition 218 process to take effect for the 2021-2022 year. Should the Proposition 218 process be completed and approved

by voters, this process will either implement an annual assessment rate escalator for those districts that lack an escalator and/or implement a rate increase in order to address deficiencies. Currently eight assessments districts lack an annual escalator and/or require an assessment increase.

Based on the engineer's report, all but three districts are healthy and/or heading in the right direction. Two of the districts that are not in a healthy state are Santa Fe Estates I and II LLDs and the Fontana Ranch South LLD. In order to address the deficits in this district, costs for labor and utilities have been more appropriately allocated to the Fontana Ranch South BAD and the Fontana Ranch North LLD and BAD.

Assessment District Overview

Districts with a Structural Deficit and Negative Fund Balances

There are currently three assessment districts that have a negative fund balance. Two of those districts, Santa Fe Estates I and II LLDs are structurally deficit because they do not currently have consumer price index (CPI) inflators and have been assessed at the same level since their formation. Without a CPI, the rising costs of labor and materials is not captured in the yearly assessment. Rather than stopping services, staff has chosen to continue to work in this district, causing a negative balance for the districts. Staff hopes to complete the Proposition 218 process for the next year to address these deficient districts.

The third district that has a negative fund balance is Fontana Ranch South LLD. This negative balance is mostly due to the fact that the labor and maintenance costs for the basin was not being properly spread between the LLD and BAD in Fontana Ranch North and South. Staff noticed this last year and made adjustments accordingly. This deficit will take several years to recover, but adjustments have been put in place to achieve this recovery.

Brittany Woods

Brittany Woods lies south of the Turlock Irrigation District Ceres Main Canal, and south of Hatch Road, and east of Seventh Street. Brittany Woods currently has 65 equivalent dwelling units. The LLD includes the maintenance of landscaping, irrigation systems, street trees, and street lighting maintenance and energy costs for 12 streetlights.

Landscape and Lighting District

Direct and Administration Costs:	\$12,446.04
Balance to Levy:	\$8,060.00
Proposed Rate per Parcel:	\$124.00
Maximum Rate per EDU:	\$124.00

Operating Reserve Fund:	\$1,836.98
Capital Reserve Fund:	\$5,212.10

Central Hughson

Central Hughson is different from the other districts in that it was formed and annexed in accordance with parcel circumstances, type or other specific purpose as indicated by the original engineer's report. Assessments differ in that they are formulated in most respects by parcel specific attributes rather than equal distribution to all included parcels. There are currently 215 parcels in the Benefit Assessment District and 47 parcels in the Landscape and Lighting District. The LLD and BAD include 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, and graffiti abatement.

Landscape and Lighting District

Direct and Administration Costs:	\$10,806.27
Balance to Levy:	\$14,614.44
Proposed Rate per Parcel:	Varies
Maximum Rates:	N/A
Operating Reserve Fund:	\$5,403.13
Capital Reserve Fund:	\$48,751.60

Benefit Assessment District

Direct and Administrative Costs:	\$14,377.72
Balance to Levy:	\$6,771.26
Proposed Rate per Parcel:	Varies
Maximum Rates*:	N/A
Operating Reserve Fund:	\$7,188.86
Capital Reserve Fund:	\$52,480.48

* Based on storm water drain street frontage, sidewalks by area, road maintenance, graffiti removal (per parcel), street sweeping by curb miles, etc.

Euclid South

Euclid South is a portion of the south half of Tract 20, west of Euclid Avenue, bordered on the west by the Starn Estates Subdivision, and on the north by the Euclid North Subdivision, and on the east by Euclid Avenue, and on the south by the Fontana North Subdivision. Euclid South currently has 69 equivalent dwelling units. This is the first year the parcels will be assessed. The LLD and BAD include the maintenance of landscaping, irrigation systems, street lighting maintenance and energy costs for 19 street lights, street tree maintenance, removal and replacement, graffiti removal, maintenance of the detention/retention basin, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, and graffiti abatement.

Landscape and Lighting District

Direct and Administrative Costs:	\$12,513.53
Balance to Levy:	\$17,299.68
Proposed Rate per Parcel:	\$250.72
Maximum Rate per EDU:	\$250.73
Operating Reserve Fund:	\$4,786.15
Capital Reserve Fund:	\$0

Benefit Assessment District

Direct and Administrative Costs:	\$3,656.46
Balance to Levy:	\$18,877.02
Proposed Rate per Parcel:	\$273.58
Maximum Rates:	\$273.59
Operating Reserve Fund:	\$0
Capital Reserve Fund:	\$0

Feathers Glen

Feathers Glen lies directly south of the Rhapsody Subdivisions and consists of those lots served by Metcalf Way between Charles Street and Seventh Street, and the Feathers and Adeline Courts. Feathers Glen current has 42 equivalent dwelling units. The LLD and BAD include the maintenance of landscaping, irrigation systems, street trees, street lighting maintenance and energy costs for 38 street lights, detention/retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, and graffiti abatement.

Landscape and Lighting District

Direct and Administrative Costs:	\$24,578.42
Balance to Levy:	\$19,829.88
Proposed Rate per Parcel:	\$472.14
Maximum Rate per EDU:	\$472.14

Operating Reserve Fund:	\$12,289.21
Capital Reserve Fund:	\$12,800.01

Benefit Assessment District

Direct and Administrative Costs:	\$14,079.77
Balance to Levy:	\$11,684.40
Proposed Rate per Parcel:	\$278.20
Maximum Rate per EDU:	\$278.21

Operating Reserve Fund:	\$7,039.89
Capital Reserve Fund:	\$4,361.10

Fontana Ranch North

Fontana Ranch North is a portion of Tract 22, west of Euclid Avenue, north of Fox Road, south of the Euclid South Subdivision, and east of the Fox Glen Subdivision. Fontana Ranch North currently has 91 equivalent dwelling units. The LLD and BAD include the maintenance landscaping, irrigation systems, street trees, street lighting maintenance and energy costs for 38 street lights, detention/retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, and graffiti abatement.

Landscape and Lighting District

Direct and Administrative Costs:	\$18,111.43
Balance to Levy:	\$22,750.00
Proposed Rate per Parcel:	\$250.00
Maximum Rate per EDU:	\$285.46

Operating Reserve Fund:	\$9,055.72
Capital Reserve Fund:	\$35,424.35

Benefit Assessment District

Direct and Administrative Costs:	\$27,237.21
Balance to Levy:	\$23,660.00
Proposed Rate per Parcel:	\$260.00
Maximum Rate per EDU:	\$292.51

Operating Reserve Fund:	\$13,618.60
Capital Reserve Fund:	\$98,912.31

Fontana Ranch South

Fontana Ranch South is a portion of Tract 24 south of Fox Road, west of Samaritan Village Facility, north of the extension of Locust Street, and east of the Bavaro Subdivision. Fontana Ranch South currently has 56 equivalent dwelling units. The LLD and BAD include maintenance landscaping, irrigation systems, street trees, street lighting maintenance and energy costs for 20 street lights, detention/retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, and graffiti abatement.

Landscape and Lighting District

Direct and Administrative Costs:	\$12,497.93
Balance to Levy:	\$15,403.36
Proposed Rate per Parcel:	\$275.06
Maximum Rate per EDU:	\$275.06
Operating Reserve Fund:	(\$28,768.69)
Capital Reserve Fund:	\$0

Benefit Assessment District

Direct and Administrative Costs:	\$26,770.74
Balance to Levy:	\$13,610.24
Proposed Rate per Parcel:	\$243.04
Maximum Rate per EDU:	\$243.04
Operating Reserve Fund:	\$(7,841.14)
Capital Reserve Fund:	\$0

Rhapsody Unit No. 1

Rhapsody Unit No. 1 lies south of the Turlock Irrigation District Ceres Main Canal, and Hatch Road, and west of Seventh Street. Rhapsody Unit No. 1 currently has 79 equivalent dwelling units. The LLD includes the maintenance of landscaping, irrigation systems, street trees, and street lighting maintenance and energy costs for streetlights.

Landscape and Lighting District

Direct and Administrative Costs:	\$8,405.93
Balance to Levy:	\$6,794.00
Proposed Rate per Parcel:	\$86.00
Maximum Rate per EDU:	\$86.00
Operating Reserve Fund:	\$4,202.97
Capital Reserve Fund:	\$5,457.87

Rhapsody Unit No. 2

Rhapsody Unit No. 2 lies south of the Turlock Irrigation District Ceres Main Canal, and south of Hatch Road, and west of Seventh Street. Rhapsody Unit No. 2 currently has 59 dwelling units. The LLD includes the maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 9 streetlights.

Landscape and Lighting District

Direct and Administrative Costs:	\$11,751.06
Balance to Levy:	\$13,870.90
Proposed Rate per Parcel:	\$235.10
Maximum Rate per EDU:	\$249.20
Operating Reserve Fund:	\$5,875.53
Capital Reserve Fund:	\$16,543.36

Santa Fe Estates Phase 1

Santa Fe Estates Phase 1 lies east of Santa Fe Avenue. Santa Fe Estates Phase 1 currently has 55 equivalent dwelling units. The LLD include the maintenance of landscaping, irrigation systems, street trees, and street lighting maintenance and energy costs for 12 streetlights.

Landscape and Lighting District

Direct and Administrative Costs:	\$21,059.61
Balance to Levy:	\$7,260.00
Proposed Rate per Parcel:	\$132.00
Maximum Rate per EDU:	\$132.00
Operating Reserve Fund:	(\$57,955.69)
Capital Reserve Fund:	\$0

Santa Fe Estates Phase 2

Santa Fe Estates Phase 2 lies east of Santa Fe Avenue. Santa Fe Estates Phase 2 currently has 51 equivalent dwelling units. The LLD includes the maintenance of landscaping, irrigation systems, street trees, and street lighting maintenance and energy costs for 9 streetlights.

Landscape and Lighting District

Direct and Administrative Costs:	\$20,539.73
Balance to Levy:	\$6,649.38
Proposed Rate per Parcel:	\$130.38
Maximum Rate per EDU:	\$130.39
Operating Reserve Fund:	(\$36,228.67)
Capital Reserve Fund:	\$0

Starn Estates

Starn Estates lies directly south of the Brittany Woods Landscaping and Lighting District, east of Seventh Street. Starn Estates currently has 77 equivalent dwelling units. The LLD includes the maintenance of landscaping, irrigation systems, and street lighting maintenance and energy costs for 12 streetlights.

Landscape and Lighting District

Direct and Administrative Costs:	\$7,833.73
Balance to Levy:	\$7,689.22
Proposed Rate per Parcel:	\$99.86
Maximum Rate per EDU:	\$99.87
Operating Reserve Fund:	\$3,916.86
Capital Reserve Fund:	\$24,123.27

Sterling Glen III

Sterling Glenn III is located west of Tully Road, east of Santa Fe Estates Phase II Subdivision, north of an industrial zone, and south of the Walnut Haven Subdivision. Sterling Glenn III currently has 73 / 1.7 equivalent dwelling units. The LLD and BAD include the maintenance of landscaping including the community park, irrigation systems, street lighting maintenance and energy costs for 25 street lights, street tree maintenance, removal and replacement graffiti removal, detention/retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, and graffiti abatement.

Landscape and Lighting District

Direct and Administrative Costs:	\$20,785.91
Balance to Levy:	\$20,996.26
Proposed Rate per Parcel:	\$287.62
Maximum Rate per EDU:	\$304.86
Operating Reserve Fund:	\$10,392.96
Capital Reserve Fund:	\$34,690.37

Benefit Assessment District

Direct and Administrative Costs:	\$19,379.27
Balance to Levy:	\$15,328.54
Proposed Rate per Parcel:	\$209.98
Maximum Rate per EDU:	\$209.99
Operating Reserve Fund:	\$3,913.56
Capital Reserve Fund:	\$33,583.10

Sun Glow Estates

Sun Glow Estates lies east of Tully Road and directly south of the Walnut Haven III. Sun Glow Estates currently has 91 equivalent dwelling units. The LLD includes the maintenance landscaping, irrigation systems, street trees, and street lighting maintenance and energy costs for 15 streetlights.

Landscape and Lighting District

Direct and Administrative Costs:	\$11,343.80
Balance to Levy:	\$9,678.76
Proposed Rate per Parcel:	\$106.36
Maximum Rate per EDU:	\$106.37
Operating Reserve Fund:	\$5,671.90
Capital Reserve Fund:	\$25,032.12

Walnut Haven III

Walnut Haven III lies east of Tully Road and west of Charles Street, directly north of the Sun Glow subdivision. Walnut Haven III currently has 55 equivalent dwelling units. The LLD includes the maintenance landscaping, irrigation systems, street trees, and street lighting maintenance and energy costs for 7 streetlights.

Landscape and Lighting District

Direct and Administrative Costs:	\$11, 271.01
Balance to Levy:	\$5,962.00
Proposed Rate per Parcel:	\$108.40
Maximum Rate per EDU:	\$108.41
Operating Reserve Fund:	\$1,637.43
Capital Reserve Fund:	\$0

Province Place

Province Place is located south of Locust street, across from Samaritan Village and east of the Hughson Soccer Complex. There are 39 homes in this CFD.

Community Facilities District

Direct and Administrative Costs:	\$17,476.26
Balance to Levy:	\$14,228.11
Proposed Rate per Parcel:	\$448.11
Maximum Rate per EDU:	\$554.58
Operating Reserve Fund:	\$2,655.96
Capital Reserve Fund:	\$1,327.98

Annual Inflationary Adjustment:

Increases to the annual assessment and levy are indexed to the Consumer Price Index plus three percent based on the U.S. Department of Labor, Bureau of Labor Statistics, reported by the San Francisco/Oakland/San José Urban Wage Earners and Clerical Workers increase. This will annually establish the new inflation adjusted maximum assessment that may be levied without the necessity of conducting a Proposition 218 ballot proceeding. Although the maximum rate is likely to increase each year, the actual amount to be assessed is based on the annual budget and may be less than the maximum rate. Not all of the City’s Districts include annual inflationary adjustments.

Public Participation:

Public participation is provided pursuant to the provisions of Proposition 218. Changes which require an affirming ballot process are not involved in this action. The scheduled Public Hearing provides impacted property owners the opportunity to address the Council regarding any proposed changes to their assessments.

Fiscal Impact:

The current Landscape and Lighting Districts, Benefit Assessment Districts and Communities Facilities District provide the City of Hughson with funding annually to offset the costs of specific services and improvements to properties within their respective approved boundaries. For Fiscal Year 2019-2020, annual assessments generated approximately \$230,673.09 which goes towards the cost of labor, administration, utilities, equipment, materials, and preparation of the annual Engineer's Report for the LLDs, BADs, and CFDs.

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-46

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
CONFIRMING DIAGRAMS, ASSESSMENTS AND REPORTS AND LEVYING
ASSESSMENTS FOR FISCAL YEAR 2020-2021 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 2020-2021, 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 July 13, 2020, 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 2020-2021 and set a public hearing to be held July 27, 2020 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 27th day of July of 2020, 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 2020-2021.

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 27th day of July, 2020 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

EXHIBIT A

Landscaping and Lighting Districts (LLD) Benefit Assessment Districts (BAD)		
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

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.

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-47

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
CONFIRMING DIAGRAMS, ASSESSMENTS AND REPORTS AND LEVYING
ASSESSMENTS FOR FISCAL YEAR 2020-2021 FOR THE COMMUNITY FACILITIES
DISTRICT WITHIN THE CITY OF HUGHSON**

WHEREAS, pursuant to the Mello-Roos Community Facilities 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 2020-2021, and does hereby impose these annual assessments (Assessment) within each assessment district listed on attached Exhibit A; and

WHEREAS, the Assessment Engineer prepared an annual report the assessment district, which was presented to the City Council on July 13, 2020, 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 2020-2021 and set a public hearing to be held July 27, 2020 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 27th day of July of 2020, 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, are based on the work performed within the area as provided 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 2020-2021.

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 27th day of July, 2020 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

EXHIBIT A

1982 Mello-Roos Community Facilities District

Province Place CFD

EXHIBIT "B"

Assessment District	Description of Work
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 COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: July 27, 2020

Subject: Approval to Adopt Resolution No. 2020-48, Approving and Authorizing the City Manager to Execute the County of Stanislaus CARES Act Coronavirus Relief Fund Subrecipient Agreement and Future Amendments up to the Amount of the County's Original Allocation, and Approving the City of Hughson's Spending Plan

Enclosures: Subrecipient Agreement
Letter – Allocation Agreements
CARES Act Spending Plan
Business Relief Program Draft Guidelines

Presented By: Merry Mayhew, City Manager

Approved By: Merry Mayhew, City Manager

Staff Recommendations:

1. Adopt Resolution No. 2020-48, Approving and Authorizing the City Manager to execute the County of Stanislaus CARES Act Coronavirus Relief Fund Subrecipient Agreement and future amendments up to the amount of the County's original allocation of \$246,406.
2. Approve the City of Hughson's Spending Plan for CARES Act Funds from the State of California and Stanislaus County.

Background and Overview:

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by President Trump on March 27, 2020. This \$2 trillion plus economic relief package is intended to provide funding for the costs incurred to protect the American people from the public health and economic impacts of COVID-19. The CARES Act provides \$150 billion Coronavirus Relief Fund (CRF) for State, Local and Tribal Governments.

Stanislaus County received \$96,085,924 of the \$150 billion in CARES Act CRF funds and the funds were placed in a deferred revenue account pending the identification of eligible expenditures to claim against CRF funds.

On June 9, 2020, the Stanislaus County Board of Supervisors approved a spending plan for the \$96.1 million in CRF funds:

- \$30 million for direct budget support for Stanislaus County departments;
- \$30 million for Community Support, split equally into two categories with \$15 million for Stanislaus County's nine cities and \$15 million for business revitalization and economic development support; and
- \$36.1 million for County Contingency Reserve.

Discussion:

On June 23, 2020, the Board of Supervisors approved executing subrecipient agreements (Attachment A) with the nine Stanislaus County incorporated cities to provide financial assistance due to the Public Health Emergency Response to COVID-19. Each city was allocated funding based on population as follows:

Ceres	\$ 1,635,165
Hughson	\$ 246,406
Modesto	\$ 7,506,803
Newman	\$ 402,191
Oakdale	\$ 776,459
Patterson	\$ 779,059
Riverbank	\$ 845,100
Turlock	\$ 2,508,525
Waterford	\$ 300,292

Total \$15,000,000

The Subrecipient Agreement contains language that if the City is awarded direct federal or state funding to address COVID-19 related impacts, that the County CRF funds will be reduced in the same amount. This essentially creates a funding ceiling of \$246,406 for the City.

Subsequently, in the State of California Fiscal Year 2020-2021 Budget, CARES Act CRF funds were allocated to cities. With the allocation from the State, Stanislaus County reduced the initial allocation of \$246,406 to the City of Hughson by an estimated \$90,120 allocation from the State for a new allocation of \$156,286. The adjusted balance for County/City Agreements total \$9,513,927.

The attached letter (Attachment B) explains the reasoning for the policy issue approved by the Board of Supervisors reducing the initial \$15 million allocation to the cities. The letter explains that any funds reduced from the initial \$15 million allocation to the cities, due to the receipt of other federal or state funds to address COVID-19 impacts, will be reserved by the County pending execution of State budget trigger cuts and/or negative state budget impacts to the County that would harm their ability to respond to the COVID-19 emergency or maintain vital community services. Should the State Budget triggers or negative effects not come to pass, the County will consider reinstating those funds to the cities. The City

Manager is requesting approval to sign future amendments, should the County reinstate funds, up to the amount of the original allocation of \$246,406.

The Subrecipient Agreement addresses the plan for funds distribution to the cities, provides direction for accessing allowable expenditure guidance, and provides instruction for reporting and claiming requirements for CRF funds. The Subrecipient Agreement requires each city to submit an initial spending plan for their allocated funds prior to the County release of CRF revenue to each respective city. This will allow the County to ensure that each city's planned expenditures are allowable for CRF funds. Upon the submission of an approved spending plan, the County will forward allocated CRF funds to each city. The City would then submit quarterly claim reports and supporting backup documentation to substantiate their CRF expenditures using the CRF Reporting Form, provided in the Subrecipient Agreement. The claims and backup documentation will be reviewed by the Auditor's office for Federal and Local compliance and an independent outside audit firm may also be used to complete the review.

On July 13, 2020, the City Council approved and ratified the Certification for Receipt of Funds from the State of California for the \$90,109 in CARES Act Funds the City will receive from the State. Attachment C outlines the Spending Plan for the Cares Act Funds from Stanislaus County and from the State of California. The Spending Plan will be submitted to Stanislaus County and to the State of California, Department of Finance for review.

Actual expenses from March 1 through June 30, 2020 and estimated expenses for July 1 – December 30, 2020 are included on the Spending Plan. The totals exceed the current funding; however, if additional funding is allocated, or some expenses are denied, there is still adequate time to move forward with the items on the plan. In addition, City staff are submitting an insurance claim for expenses from March 1, 2020 – June 30, 2020 (\$26,139) as well as for unrecoverable fees for services and permits (\$14,802) for a total \$40,941. In addition, a second insurance policy may cover a portion of city revenue due to loss of tax revenue. City staff estimate \$236,442 of lost tax revenue March 1 – June 30, 2020. It is currently unknown the amount that the City will recover from the insurance claim for Fiscal Year 2019-2020 expenses and because the expenses are also reimbursable by CRF they are included on the Spending Plan, in the event only a portion of the funds are reimbursed or the insurance claim is denied. CRF may not be used to backfill lost revenue.

The Spending Plan includes funds for personal protection equipment and disinfectant, communication and enforcement of public health restrictions, equipment to improve teleworking capabilities for City Staff, portable audio and video equipment to use the Sr. Community Center for public meetings, and upgrades to public facilities to mitigate the spread of the virus. These measures are being taken to mitigate exposure to COVID-19 for both the public and City employees. While the Spending Plan provides estimates of expenses in various categories, there is a possibility that staff will need to shift funds between categories in order to fully expend the funds.

In addition, and of note on the attached Spending Plan is \$50,000 allocated for a Business Relief Program that would assist local businesses, within the City of Hughson boundaries, with projects that will allow them to continue operating within the current public health restrictions. Draft guidelines for the Business Relief Program are included on Attachment D.

On July 14, 2020, Stanislaus County Board of Supervisors approved the establishment of a \$10 million Business Grant Program that will build on the original Small Business Relief Program, offer larger grant amounts and will not cap the number of employees. Emphasis will be placed on businesses operating in areas of disadvantaged economic status, businesses that present the most economic investment return to the community, and businesses closed the longest and impacted most severely during Stay-at-Home orders. The application period for the Business Grant Program is expected to open by the end of July, lasting three to four weeks. A comprehensive outreach strategy is being developed.

An additional \$4 million was allocated for nonprofit organizations that provide services critical to the community and an allocation of \$1 million in Community Match Funds is also being considered by Stanislaus County to support a touchless gift card program that can be used at participating restaurants, retailers and personal service providers. The intent is to increase consumer spending power to infuse the local Stanislaus economy. Details for these programs are still in development by County staff.

Private businesses, non-profits and residents of Hughson are also eligible for the \$15 million in funds that Stanislaus County has allocated. As these County programs become available, City staff will ensure that the information is distributed.

Fiscal Impact:

The Stanislaus County Board of Supervisors approved allocating \$15 million of CRF funds to the nine incorporated cities based on population and subsequently reduced the allocation by the amount that the State directly allocated each city. The City of Hughson will receive \$156,286 with the potential to be allocated the additional \$90,120 should the County determine there are no negative impacts from the State's budget. The funds will be distributed to the City once the City's Spending Plan is approved.

If necessary, year-end adjustments will be made for Fiscal Year 2019-2020 expenses and appropriations will be added to Fiscal Year 2020-2021 Final Budget for the approved Spending Plan expenses.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-48**

A RESOLUTION OF CITY COUNCIL OF THE CITY OF HUGHSON APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE COUNTY OF STANISLAUS CARES ACT CORONAVIRUS RELIEF FUND SUBRECIPIENT AGREEMENT AND FUTURE AMENDMENTS UP TO THE AMOUNT OF THE COUNTY'S ORIGINAL ALLOCATION OF \$246,406, AND APPROVING THE CITY OF HUGHSON'S SPENDING PLAN

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by President Trump on March 27, 2020 providing \$150 billion Coronavirus Relief Funds (CRF) for State, Local and Tribal Governments, of which Stanislaus County received \$96,085,924; and

WHEREAS, the Stanislaus County Board of Supervisors approved a spending plan for the \$96.1 million in CRF funds that included \$15 million for Stanislaus County's nine cities and \$15 million for business revitalization and economic development support; and

WHEREAS, On June 23, 2020, the Board of Supervisors approved executing subrecipient agreements with the nine incorporated cities to provide financial assistance due to the Public Health Emergency Response to COVID-19 and the City of Hughson was allocated \$246,406; and

WHEREAS, Stanislaus County estimated that the State of California would allocate \$90,120 CARES Act CRF to the City of Hughson and reduced the County allocation to \$156,286; and

WHEREAS, the Subrecipient Agreement requires the City to submit a Spending Plan.

3. **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 Stanislaus County Subrecipient Agreement and future amendments, up to the amount of the County's original allocation of \$246,406, and approves the City of Hughson's Spending Plan for CARES Act Funds, as outlined in "Attachment C" and "Attachment D".

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 27th day of July 2020, by the following roll call votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

COUNTY OF STANISLAUS
CARES CORONAVIRUS RELIEF FUND (CRF)
SUBRECIPIENT AGREEMENT

This subrecipient agreement (“Agreement”) is entered into between the County of Stanislaus, a political subdivision of the State of California (“County”) and City of Hughson (“Subrecipient”) effective as of July 1, 2020.

WHEREAS, the County has received an allocation from the Coronavirus Relief Fund (“CRF”) established under Title V, Section 5001 of the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act;

WHEREAS, per section 601 (d) of the Social Security Act, CRF funding may only be used to cover costs that:

- (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
- (2) were not accounted for in the budget most recently approved as of March 27, 2020 for the State or government; and
- (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020;

such costs to be referred to herein as “Eligible Expenditures;”

WHEREAS, The Department of Treasury has issued guidance that the County may transfer funds to a unit of government within its borders provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act;

WHEREAS, the County may allocate CRF funding to cities as long as cities spend the funding in accordance with the CARES Act and only for Eligible Expenditures;

WHEREAS, the County finds it necessary to provide financial assistance to cities within the County’s geographical boundaries due to the public health emergency with respect to COVID-19 and that such assistance is an eligible expense under the CARES Act;

WHEREAS, on June 9, 2020, the Board of Supervisors allocated \$15 million, to be distributed based on population, for the purposes set forth in this Agreement and subsequently authorized the creation of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Subrecipient agree as follows:

1. Amount of Allocation. The County shall pay to Subrecipient an amount of \$156,286 in accordance with the terms of this Agreement.
2. Purpose of Allocation. Subrecipient shall use the allocated funds solely for Eligible Expenditures and in accordance with the terms set forth in this Agreement.
3. Deadline for Use of Allocated Funds. Subrecipient shall expend allocation no later than December 30, 2020 to expend funds under this Agreement. Any unexpended funds will be

COUNTY OF STANISLAUS
CARES CORONAVIRUS RELIEF FUND (CRF)
SUBRECIPIENT AGREEMENT

returned to County by February 1, 2021. If the Date for expending CRF funds is reduced or extended by the federal government, this agreement and all related due dates for final reports and reimbursement of unspent funds will be adjusted accordingly by an equal amount of days as is provided for in the revised deadline versus December 30, 2020.

4. Reports and Documentation of Expenditures.

- (a) Prior to County's disbursement of funds under this Agreement, Subrecipient shall deliver to County a spending plan report detailing Subrecipient's anticipated use of the funds.
- (b) On or prior to September 15th, Subrecipient shall deliver to County a report detailing Subrecipient's expenditure of funds through fiscal year ending June 30. Expenditure of funds shall be reported using Exhibit B.
- (c) County reserves the right to withhold or reduce funding under this Agreement if County determines, in its sole discretion, that any portion of Subrecipient's anticipated use of funds is ineligible for CRF funding in accordance with paragraph 5.
- (d) Once funds have been released to Subrecipient, Subrecipient will forward the quarterly claims, using Exhibit B, prior to the 15th of the following month, to the county with backup documentation to substantiate expenditures eligible for CRF funding. The County may have an outside auditing contractor audit the claims and backup. On December 30, 2020, or on the effective date of termination of this Agreement if terminated earlier or the date for expending the funds is extended, Subrecipient shall deliver to County a final claim along with supporting documentation. In addition, City will provide a final reconciliation of CRF funds received and expended during the agreement term, and Subrecipient shall return to County all unexpended funds within 30 days of County written notice or funds termination date.

5. Disallowance. If County or any oversight agency/auditor determines that any amount of Subrecipient's expenditures under this Agreement lack the required documentation or are ineligible for CRF funding, Subrecipient shall be allowed to provide additional documentation as required and /or refund such amount which lacks required documentation to the County within thirty (30) days of County's written request.

6. Reconciliation Recapture. If at any time during the agreement and/or after the expiration of this agreement, funds are due from the Subrecipient to the County for non-refunded CRF funds as requested by the County or federally disallowed expenditures claimed by Subrecipient to CRF, County will exercise the right to deduct and recapture any amount owed from the next scheduled Property Tax apportionment.

7. Subsequent Funding. Notwithstanding anything to the contrary contained herein, if Subrecipient is awarded direct federal or state funding to address COVID-19-related impacts,

COUNTY OF STANISLAUS
CARES CORONAVIRUS RELIEF FUND (CRF)
SUBRECIPIENT AGREEMENT

Subrecipient CRF allocation shall be reduced equal to the amount subrecipient was awarded and any CRF shall be refunded by an equal amount up to the amount of the CRF allocation. If the reduction is implemented, Subrecipient shall refund to County within ten (10) days of Subrecipient's receipt of such federal/state funding CRF funds amounting to the lesser of (a) the funds paid to Subrecipient under this Agreement or (b) the federal/state funds awarded to Subrecipient.

8. Compliance with Laws. Subrecipient shall comply with all applicable Federal, State, and local laws, ordinances, and regulations, including, without limitation, requirements regarding the use of CRF funds under the CARES Act that are in effect as of the effective date of this Agreement and that may later be enacted or promulgated. Without limiting the foregoing, Subrecipient shall comply with all applicable federal requirements set forth in Exhibit A, Federal Requirements, attached hereto.
9. Agreement Administration. The individuals listed below shall administer this Agreement on behalf of the County and Subrecipient. All communications between Subrecipient and the County shall be sent to the individuals listed below.

County of Stanislaus <u>Claim Submission</u> Jian-Ou-Yang Asst. Auditor Controller 1010 10 th Street Ste 5100 Modesto, CA 95354 209-525-6398	City of Hughson, Subrecipient Merry Mayhew City Manager P.O. Box 9 Hughson, CA 95326 209-883-4054
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10. Audit and Inspection of Records. At any time during normal business hours, the Subrecipient shall make available to the County for examination all of its records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by the County, said records shall be made available for examination within Stanislaus County. Subrecipient shall maintain such records in an accessible location and condition for a period of not less than five years following the fiscal year end of the final report required to be submitted under this Agreement unless County agrees in writing to an earlier disposition. The State of California and any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Agreement.
11. Termination of Agreement.

- (a) Termination for Convenience.

This agreement may be terminated for convenience, in whole or in part, by either party by providing a written termination notice to the other party, stating the extent and

COUNTY OF STANISLAUS
CARES CORONAVIRUS RELIEF FUND (CRF)
SUBRECIPIENT AGREEMENT

effective date, at least fifteen (15) days prior to the termination date as identified. Within fifteen (15) days of such termination, Subrecipient shall return to County any unexpended funds paid to it under this Agreement which may be unexpended or owed.

(b) Termination for Default.

If Subrecipient fails to perform its obligations under this Agreement, the County may send Subrecipient a written notice of default that specifies the nature of the default. Subrecipient shall cure the default within fifteen (15) business days following receipt of the notice of default, or within such additional time to which County may agree. If Subrecipient fails to cure the default within that time, the County may terminate this Agreement by giving Subrecipient written notice of immediate termination. The County may also exercise clauses 5 and/or 6 to recapture any amount owed by the subrecipient for default. The County may also seek any and all legal and equitable remedies against Subrecipient for breaching this Agreement.

12. Independent Capacity. In the performance of this Agreement, Subrecipient and its officers, agents, employees and volunteers shall act in an independent capacity and not as officers, employees, agents or volunteers of the County. This Agreement does not create an employment relationship between Subrecipient and the County.

13. Defense and Indemnity. To the fullest extent permitted by law, County shall not be liable for, and Subrecipient shall defend and indemnify County and its officers, agents, employees and volunteers (collectively, "County Parties") against any and all claims, deductibles, self-insured retention's, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to County's provision of allocated CRF funds and/or Subrecipient's use of allocated CRF funds under this Agreement arising either directly or indirectly from any act, error, omission or negligence of Subrecipient stating the extent and effective date, or its officers, employees, volunteers, agents, contractors, licensees or servants, including without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Subrecipient stating the extent and effective date, shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligent act or willful misconduct of County Parties.

For avoidance of doubt, and without limitation, the defense and indemnity obligations set forth shall specifically apply to any actions against the County by a federal agency to disallow funds or otherwise enforce compliance under the CARES Act or other federal requirements regarding Subrecipient's use or non-use of allocated CRF funding.

14. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of California.

COUNTY OF STANISLAUS
CARES CORONAVIRUS RELIEF FUND (CRF)
SUBRECIPIENT AGREEMENT

15. Assignment. Subrecipient stating the extent and effective date, may not assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County.
16. Entire Agreement. This Agreement constitutes the entire agreement between Subrecipient stating the extent and effective date, and County regarding the subject matter contained herein. All other representations, oral or written, are superseded by this Agreement. Neither party is relying on any representation outside of this Agreement. This Agreement may be changed only by written amendment signed by County and Subrecipient.
17. Waiver. The failure of one party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
18. Survival. Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of this Agreement.
19. Remedies. The rights and remedies in this Agreement are in addition to, and not a limitation on, all other rights and remedies available at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
20. Recognition. If Subrecipient stating the extent and effective date, chooses to give written recognition of this CRF allocation Subrecipient shall recognize the County of Stanislaus and not one or more individual County Supervisors.
21. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties are not signatory to an original or same counterpart. The parties agree that signatures transmitted electronically via pdf attachment shall be binding as if they were original signatures.

COUNTY OF STANISLAUS
CARES CORONAVIRUS RELIEF FUND (CRF)
SUBRECIPIENT AGREEMENT

IN WITNESS WHEREOF, the parties execute this Agreement effective on the date first written above.

COUNTY OF STANISLAUS

CITY OF HUGHSON

By: _____
Jody Hayes, Chief Executive Officer

By: _____
Merry Mayhew, City Manager

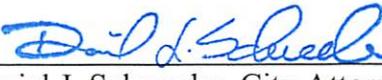
Date: _____

Date: _____

Approved as to form and legality

Approved as to form:

By: _____
Thomas E. Boze, County Counsel

By: 
Daniel J. Schroeder, City Attorney

**CORONAVIRUS RELIEF FUND
SUBRECIPIENT AGREEMENT**

EXHIBIT A – FEDERAL REQUIREMENTS

Subrecipient shall comply with all applicable requirements associated with the CARES Act Coronavirus Relief Fund (CRF). Guidance for the allowable use of CRF funds can be found on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>). Subrecipient shall also comply with all applicable requirements of 2 CFR Part 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, including, without limitation, the following:

1. DEBARMENT AND SUSPENSION.

- (a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Subrecipient is required to verify that none of their principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction they enter into.
- (c) This certification is a material representation of fact relied upon by County. If it is later determined that Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

2. SINGLE AUDIT. Subrecipient shall comply with the Single Audit requirements of 2 CFR Part 200.501, et seq.

3. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. This is an acknowledgement that federal funding under the CARES Act is used to fund this Agreement. Subrecipient will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

4. NO OBLIGATION BY FEDERAL GOVERNMENT. The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the County or Subrecipient, or any other party pertaining to any matter resulting from the Agreement.

5. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Subrecipient's actions pertaining to this Agreement.

CRF REPORTING FORM-EXHIBIT B

Coronavirus Relief Fund (CRF) is funded by the CARES Act

Name of City:	Project Title (if applicable):
---------------	--------------------------------

SCOPE OF WORK

Please provide a brief description of the activities conducted:

Please checkbox all the activities conducted:

Medical expenses such as:

- COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
- Costs of providing COVID-19 testing, including serological testing.
- Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- Expenses for establishing and operating public telemedicine capabilities for COVID-19 related treatment.

Public health expenses such as:

- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
- Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- Expenses for public safety measures undertaken in response to COVID-19.
- Expenses for quarantining individuals.

- Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.**

Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:

- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
- Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
- Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
- COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
- Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:

- Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
- Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund’s eligibility criteria.**

Please describe other activity:

COST INFORMATION

Reported activities started on ____ (MM/DD/YY) and completed on/claimed through ____ (MM/DD/YY).

Category	Amount
Contracts	\$
Labor	\$
Equipment	\$
Materials and Supplies	\$
Other	\$
<i>Less:</i>	
<i>Insurance Proceeds</i>	\$
<i>Proceeds from Sale of Acquired Assets purchased with CRF funds (only if disposed of before December 31, 2020)</i>	\$
NET TOTAL	\$

SUBRECIPIENT CERTIFICATIONS

I certify the following:

Duplicate Funding Certification

The specific activities and costs in this report were not requested from another funding source or, if they were requested, that other source has not yet approved the funding. Further, I certify that if the Subrecipient does receive funding for the specific activities and costs in this report, I must notify the Stanislaus County Auditor-Controller’s Office, and funding will be reconciled to eliminate duplication.

Activity and Cost Certification

The costs for which the Subrecipient used CRF funds were:

- necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19);
- not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and
- incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

Documentation Certification

The Subrecipient will maintain all documentation that supports this CRF expenditure report in its own files. This documentation will be required in the case of any audits.

Subrecipient Official Name:	Signature:	Date:



Attachment B

CHIEF EXECUTIVE OFFICE

Jody L. Hayes
Chief Executive Officer

Patrice M. Dietrich
Assistant Executive Officer

Raul L. Mendez
Assistant Executive Officer

July 8, 2020

Stanislaus County Incorporated Cities

City Managers for:

Ceres	Newman	Riverbank
Hughson	Oakdale	Turlock
Modesto	Patterson	Waterford

RE: County/City CARES Act CRF Allocation Agreements

Dear City Managers:

On the morning of June 23, 2020, the Stanislaus County Board of Supervisors approved the finalization and execution of an agreement with each of the nine cities to allocate up to \$15 million of Stanislaus County's CARES Act Coronavirus Relief Fund (CRF) funds.

The agreement template includes the following clause:

"7. Subsequent Funding. Notwithstanding anything to the contrary contained herein, if Subrecipient is awarded direct federal or state funding to address COVID-19-related impacts, Subrecipient CRF allocation shall be reduced equal to the amount subrecipient was awarded and any CRF shall be refunded by an equal amount up to the amount of the CRF allocation. If the reduction is implemented, Subrecipient shall refund to County within ten (10) days of Subrecipient's receipt of such federal/state funding CRF funds amounting to the lesser of (a) the funds paid to Subrecipient under this Agreement or (b) the federal/state funds awarded to Subrecipient."

This clause addressed an important policy issue approved by the Board of Supervisors intended to address additional COVID-19 response related funds that were likely to be allocated directly to the cities through avenues such as the State Budget or the pending Federal HEROs act. Any funds that are reduced from the initial \$15 million allocation to the cities due to the receipt of other direct funds to address COVID-19 impacts, will be reserved by the county pending execution of State budget trigger cuts and/or negative state budget impacts to the County that would harm the County's ability to respond to the COVID-19 emergency or maintain vital community services. Should the State Budget triggers or negative effects not come to pass, the County will consider reinstating those funds to the cities.

County/City CARES Act CRF Allocation Agreements
 July 8, 2020

As a result of the recent State budget deal for Fiscal Year 2020-2021, there will be a change to the County allocated CRF figures from those shared with the Board of Supervisors. The initial allocation amount to cities will be reduced by an amount equal to the direct State CRF funds, allocated to California cities, included in the State Budget. The following table shows the original county estimated allocation of \$15 million less the State allocated estimated CRF funds, and the new adjusted County CRF allocation figures which will be included in each County/City agreement:

Incorporated Cities	(A) County CRF Allocation by City	(B) CA State Budget CRF to County Cities estimate (\$5.5 Million)	(A) – (B) Adjusted Balance for County/City Agreements
Ceres	\$1,635,165	\$598,042	\$1,037,123
Hughson	\$246,406	\$90,120	\$156,286
Modesto	\$7,506,803	\$2,745,525	\$4,761,279
Newman	\$402,191	\$147,096	\$255,094
Oakdale	\$776,459	\$283,981	\$492,478
Patterson	\$779,059	\$284,931	\$494,127
Riverbank	\$845,100	\$309,085	\$536,015
Turlock	\$2,508,525	\$917,463	\$1,591,062
Waterford	\$300,292	\$109,828	\$190,464
Total	\$15,000,000	\$5,486,073	\$9,513,927

Agreements will be executed with the nine cities for a total estimated amount of \$9,513,927, but could change pending the final schedule showing the final amounts to be distributed to California cities by the State of California should the figures be different than initial estimated figures. Please have City finance managers work with Angelica Ramos of the Chief Executive Office and Jian Ou-Yang of the County Auditor's Office to implement the County/City agreements.

Sincerely,

Jody L. Hayes
 Chief Executive Officer

cc: Jian Ou-Yang, Assistant Auditor-Controller
 Patrice Dietrich, Assistant Executive Officer
 Raul Mendez, Assistant Executive Officer
 Angelica Ramos, Deputy Executive Officer

**City of Hughson
CARES Act Spending Plan**

State of California: \$ 90,109

Stanislaus County: \$246,406

Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19:

- Legal Fees - \$6,849 (FY19-20)*
- Video conferencing software - \$106 (FY19-20)*
- Signs for parks and businesses, including staff time - \$6,127 (FY19-20)*

Expenses for acquisition and distribution of protective supplies, including sanitizing products and personal protective equipment for public health and safety workers in connection with the COVID-19 public health emergency:

\$1,420 (FY19-20)*

\$5,000 (FY20-21)

Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency:

- Payroll expenses of Public Safety-law enforcement (March 1 – December 2020)**

Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:

Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions:

- Equipment to improve telework capabilities for public employees - \$16,800 (FY20-21)
- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions - \$31,500 (FY20-21)**

Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency:

- Business Relief Program - \$50,000 (Attachment D)

Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria:

- Portable equipment used to set up Sr. Community Center for City Council meetings that will allow for appropriate social distancing and public meetings - \$51,500 (FY20-21)
- Upgrade public facilities with automatic opening doors, auto opening gates, sensing faucets and toilets to assist in mitigating the spread of COVID-19 - \$100,000 (FY20-21)
- City Hall reception barrier with speaker boxes and door - \$11,637 (FY19-20)

* Expenses also submitted for insurance reimbursement

**The State has requested that the City submit the full amount of expenses anticipated in the event there is additional funding for cities in the future or if some cities do not spend their full allotment, the remainder will be redistributed. The following expenses are included on the Spending Plan as allowed by Federal CARES Act Guidelines, in the event other anticipate expenses are disallowed or additional funding becomes available in a short time frame.

Payroll expenses of Public Safety-law enforcement (March 1 – December 2020)**

Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions - \$31,500 (March 1 – December 30, 2020)**

DRAFT

Attachment D

City of Hughson

Business Relief Program

Goal: Assist City of Hughson businesses with projects that will allow them to remain open and continue operating within the State of California Governor's Executive Orders, California Department of Public Health Orders/Guidance, and Stanislaus County Public Health Officer's Orders/Guidance.

Funding: Federal CARES Act Funds - \$50,000

How to Apply: Between July 28-August 28, 2020, Businesses submit a request for funding with a project plan to the Community Development Director. Individual awards are dependent on the number of business requests.

Requests should speak to each eligibility listed below and explain how the project will allow the business to continue operations within the current Public Health restrictions.

Criteria:

Examples of projects include:

- Initial costs to set up a website that would allow a business to accept online orders;
- Tables, chairs, umbrellas for outside dining;
- Decorative barriers to promote safety if outside dining includes using the parking spaces in front of businesses that sell food for consumption;
- Other projects to assist businesses meet public health restrictions.

Eligibility:

- Business is located within the City of Hughson boundaries;
- Must possess a current city, county, or state license or permit to operate;
- Must not have record of current/prior engagement in any illegal activity per local, state, or federal regulations, with federal regulations taking precedence over local or state regulations;
- Has been in business since March 1, 2020;
- The following businesses will not be considered eligible: lending and investment institutions, insurance companies, and corporate-owned national chain businesses/stores;
- Funds may be used for project set up costs and operational needs such as, but not limited to payroll, lease/mortgage payments, materials, utilities, supplies and services.