



CITY OF HUGHSON
CITY COUNCIL MEETING
HUGHSON SENIOR COMMUNITY CENTER
2307 4th Street, Hughson, CA

AGENDA
MONDAY, OCTOBER 12, 2020 – 7:00 P.M.

SPECIAL NOTICE
Coronavirus COVID-19

MEMBERS OF THE PUBLIC MAY REMOTELY OBSERVE THE MEETING VIA YOUTUBE LIVE. THIS MEETING WILL NOT INCLUDE IN PERSON PUBLIC ATTENDANCE.

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

How to observe/participate in the Meeting:

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

https://www.youtube.com/channel/UC-PwkdlrKoMmOJDzBSodu6A?view_as=subscriber

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

How to submit Public Comment:

- Email will be available prior to 6:45 PM on October 12, 2020, to provide public comment for the Public Comment Period, or for a specific agenda item. Please email agose@hughson.org. Written comment will be distributed to the City Council and kept on file as part of official record of the Council meeting.
- Verbal comment will be available via telephone. If you would like to provide verbal comment, please send a request to agose@hughson.org, by 6:45 PM on October 12, 2020. Please be advised that you will need to provide a call back number, which will be used to contact you during the Council meeting.

CALL TO ORDER: Mayor Jeramy Young

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

FLAG SALUTE: Mayor Jeramy Young

INVOCATION: Hughson Ministerial Association

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

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

2. PRESENTATIONS: NONE.

3. CONSENT CALENDAR:

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

3.1: Approve the Minutes of the Regular Meeting of September 28, 2020.

3.2: Approve the Warrants Register.

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

3.4: Approve Contracting for Facility Upgrades with Vortex Industries, Inc., for a Total Cost of \$45,200.

3.5: Adopt Resolution No. 2020-64, Supporting Proposition 20: The Reducing Crime and Keeping California Safe Act.

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

The public hearing for Item 5.1 was previously opened and closed on September 14, 2020 and adjourned to this meeting pursuant to Government Code Section 54955 and 54955.1.

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

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

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

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

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

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

6. NEW BUSINESS: NONE.**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:**

- 9.1: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: CITY OF HUGHSON vs. THE DOW CHEMICAL COMPANY; DOW AGROSCIENCES, LLC; SHELL OIL COMPANY, individually and doing business as SHELL CHEMICAL COMPANY; OCCIDENTAL CHEMICAL CORPORATION; WILBUR ELLIS COMPANY; J.R. SIMPLOT COMPANY; FMC CORPORATION, Superior Court of California, County of San Francisco, Case No. CGC-14-542221.

ADJOURNMENT:**Notice Regarding Non-English Speakers:**

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

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).

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.

UPCOMING EVENTS:

October 13	▪ Parks, Recreation and Entertainment Commission Meeting, City Hall Chambers, 6:00 PM Cancelled
October 20	▪ Planning Commission Meeting, City Hall Chambers, 6:00 PM Tentative
October 22	▪ Deadline: Fair Political Practices Commission Form 460 Recipient Committee Campaign Statement (Period 9/20/2020 – 10/17/2020)
October 26	▪ City Council Meeting, Senior Community Center, 7:00 PM
October 30	▪ Planning Commission Vacancy Application Deadline, 5:00 PM
October 30	▪ Parks, Recreation and Entertainment Commission Vacancy Application Deadline, 5:00 PM
November 3	▪ Election Day

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

AFFIDAVIT OF POSTING

DATE: October 8 , 2020 **TIME:** 3:20 PM
NAME: Ashton Gose **TITLE:** Deputy City Clerk



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

Meeting Date: October 12, 2020
Subject: Approval of the City Council Minutes
Presented By: Ashton Gose, Deputy City Clerk

Approved By: Merry Mayhew

Staff Recommendation:

Approve the Minutes of the Regular Meeting of September 28, 2020.

Background and Overview:

The draft minutes of the September 28, 2020 meeting are prepared for the Council's review.



**CITY OF HUGHSON
CITY COUNCIL MEETING
SENIOR COMMUNITY CENTER
2307 Fourth Street, Hughson, CA**

**MINUTES
MONDAY, SEPTEMBER 28, 2020 – 7:00 P.M.**

**SPECIAL NOTICE
Coronavirus COVID-19**

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

CALL TO ORDER: Mayor Pro Tem George Carr

ROLL CALL:

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

Absent: Mayor Jeramy Young

Staff Present: Merry Mayhew, City Manager
Daniel Schroeder, City Attorney
Fidel Landeros, Chief of Police
Ashton Gose, Deputy City Clerk
Lisa Whiteside, Finance Manager
Jose Vasquez, Public Works Superintendent
Jaime Velazquez, Utilities Superintendent

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

Hughson resident Jean Henley informed the City Council that many residents are concerned with the color and pressure of the City water.

2. **PRESENTATIONS:**

- 2.1: Stanislaus Animal Services Agency Annual Report – Annette Patton, Executive Director.

The Stanislaus Animal Services Agency Annual Report was presented by Executive Director Annette Patton.

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.

- 3.2: Approve the Warrants Register.
- 3.4: Adopt Resolution No. 2020-61, Approving Application(s) for Per Capita Grant Funds.
- 3.5: Adopt Resolution No. 2020-62, Approving the Telecommunication Pole Attachment License Agreement with Turlock Irrigation District for a License to Attach Portable Observation Devices to Turlock Irrigation District Owned Poles.

Deputy City Clerk Gose requested that agenda item number 3.1 be pulled from the Consent Calendar to identify an amendment.

Mayor Pro Tem Carr pulled agenda item number 3.3 from the Consent Calendar for special consideration.

CARR/HILL 4-0-0-1 motion passes to approve the Consent Calendar excluding agenda item numbers 3.1 and 3.3 with the following roll call vote:

BAWANAN	HILL	BUCK	CARR	YOUNG
AYE	AYE	AYE	AYE	ABSENT

- 3.1: Approve the Minutes of the Regular Meeting of September 14, 2020.

HILL/BUCK 4-0-0-1 motion passes to approve the minutes of the regular meeting of September 14, 2020 as amended with the following roll call vote:

BAWANAN	HILL	BUCK	CARR	YOUNG
AYE	AYE	AYE	AYE	ABSENT

- 3.3: Adopt Resolution No. 2020-60, Supporting the Hughson Fire Protection

District 2020 Special Tax Initiative Providing Funding for Fire Protection and Emergency Services.

Hughson Fire Protection District Board Member Tony Douds provided comments on agenda item number 3.3.

CARR/BAWANAN 4-0-0-1 motion passes to adopt Resolution No. 2020-60, Supporting the Hughson Fire Protection District 2020 Special Tax Initiative Providing Funding for Fire Protection and Emergency Services with the following roll call vote:

BAWANAN	HILL	BUCK	CARR	YOUNG
AYE	AYE	AYE	AYE	ABSENT

4. UNFINISHED BUSINESS:

4.1: Adopt Resolution No. 2020-63, Adopting the City of Hughson Fiscal Year 2020-2021 Final Budget.

City Manager Mayhew presented the staff report on this item.

Mayor Pro Tem Carr opened public comment 7:41 PM. There was no public comment. Mayor Pro Tem Carr closed public comment at 7:41 PM.

CARR/BUCK 4-0-0-1 motion passes to adopt Resolution No. 2020-63, Adopting the City of Hughson Fiscal Year 2020-2021 Final Budget with the following roll call vote:

BAWANAN	HILL	BUCK	CARR	YOUNG
AYE	AYE	AYE	AYE	ABSENT

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS: NONE

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager:

City Manager Mayhew informed the City Council that the webinar “Pivoting You Retail Business Part 1 of 3” will be presented on October 12, 2020, in coordination with Opportunity Stanislaus and the Hughson Chamber of Commerce. She informed the

Council that there is a delay in the bid process for Well 7 Replacement Project Phase 4. She also provided an update on the housing development known as Euclid South.

Deputy City Clerk:

Deputy City Clerk Gose informed the City Council of two expiring terms on both the Planning Commission and the Parks, Recreation and Entertainment Commission, which will be advertised from October 1, 2020 to October 30, 2020

Police Services:

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

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

Councilmember Bawanan attended a breakfast meeting with the Hughson Ministerial Association. He acknowledged Finance Manager Lisa Whiteside's upcoming retirement from the City and thanked her for all her hard work.

Councilmember Buck has been evaluating potential concerns with Hughson residents regarding the proposed Parkwood Development.

Mayor Pro Tem Carr acknowledged Finance Manager Lisa Whiteside's upcoming retirement from the City and thanked her for all her hard work.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

- 9.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: CITY OF HUGHSON vs. THE DOW CHEMICAL COMPANY; DOW AGROSCIENCES, LLC; SHELL OIL COMPANY, individually and doing business as SHELL CHEMICAL COMPANY; OCCIDENTAL CHEMICAL CORPORATION; WILBUR ELLIS COMPANY; J.R. SIMPLOT COMPANY; FMC CORPORATION, Superior Court of California, County of San Francisco, Case No. CGC-14-542221.

No reportable action.

ADJOURNMENT:

CARR/HILL 4-0-0-1 motion passes to adjourn the regular meeting of September 28, 2020 at 8:54 with the following roll call vote:

BAWANAN	HILL	BUCK	CARR	YOUNG
AYE	AYE	AYE	AYE	ABSENT

JERAMY YOUNG, Mayor

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: October 12, 2020
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Lisa Whiteside, Finance Manager

Approved By: Merry Mayhew

Staff Recommendation:

Approve the Warrants Register as presented.

Background and Overview:

The warrants register presented to the City Council is a listing of all expenditures paid from September 24, 2020 through October 8, 2020.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

Check Report

By Check Number

Date Range: 09/24/2020 - 10/08/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Payable Bank-Payable Bank						
01206	WARDEN'S OFFICE	09/24/2020	Regular	0.00	82.18	53332
2038100-0	Invoice	09/22/2020	MISC OFFICE SUPPLIES	0.00	49.97	
2038362-0	Invoice	09/23/2020	MISC OFFICE SUPPLIES	0.00	32.21	
00094	AT&T MOBILITY	10/02/2020	Regular	0.00	213.79	53336
287249079959X0	Invoice	09/19/2020	PHONES	0.00	213.79	
00258	CENTRAL SANITARY SUPPLY	10/02/2020	Regular	0.00	1,466.93	53337
1096956	Invoice	08/11/2020	COVID Supplies	0.00	811.05	
1097867	Invoice	08/11/2020	COVID Supplies	0.00	655.88	
00445	EKC ENTERPRISES	10/02/2020	Regular	0.00	45,420.44	53338
35531	Invoice	09/25/2020	Portable Audio Video Equipment	0.00	45,420.44	
01573	Finn's Barbershop	10/02/2020	Regular	0.00	3,000.00	53339
INV0004272	Invoice	10/01/2020	Hughson Business Relief Program Grantee	0.00	3,000.00	
00611	Mid Valley Publications	10/02/2020	Regular	0.00	119.50	53340
114517	Invoice	09/28/2020	Legal #7899	0.00	119.50	
01047	STANISLAUS COUNTY CLERK	10/02/2020	Regular	0.00	20.00	53341
INV0004271	Invoice	09/11/2020	Full Reconveyance	0.00	20.00	
01162	UNITED WAY OF STANISLAUS	10/02/2020	Regular	0.00	25.00	53342
INV0004264	Invoice	09/30/2020	United Way Contribution-EE	0.00	25.00	
01192	VISION SERVICE PLAN	10/02/2020	Regular	0.00	460.51	53343
810469146	Invoice	09/20/2020	MEDICAL INSURANCE WITHHELD- OCTOB	0.00	460.51	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	10/02/2020	Regular	0.00	40.12	53344
INV0004259	Invoice	09/30/2020	INCOME WITHHOLDING FOR CHILD SUPP	0.00	40.12	
00190	CABRAL'S WELDING	10/06/2020	Regular	0.00	174.76	53345
5161	Invoice	09/30/2020	lid puller	0.00	174.76	
00258	CENTRAL SANITARY SUPPLY	10/06/2020	Regular	0.00	205.05	53346
1108117	Invoice	09/22/2020	Blanket PO	0.00	205.05	
00464	EZ NETWORK SOLUTIONS	10/06/2020	Regular	0.00	4,127.05	53347
38851	Invoice	09/01/2020	IT SERVICES	0.00	497.90	
TS38826	Invoice	10/01/2020	IT SERVICES	0.00	3,629.15	
00523	GEORGE REED, INC	10/06/2020	Regular	0.00	90.89	53348
100213760	Invoice	09/30/2020	asphalt	0.00	90.89	
01574	GET FIT 24/7	10/06/2020	Regular	0.00	5,000.00	53349
INV0004275	Invoice	10/05/2020	Hughson Business Relief Prog. Grant- Get	0.00	5,000.00	
00546	GRANITE TELECOMMUNICATION	10/06/2020	Regular	0.00	1,410.24	53350
498902984	Invoice	10/01/2020	PHONES	0.00	1,410.24	
00682	KAISER FOUNDATION HEALTH	10/06/2020	Regular	0.00	5,644.77	53351
INV0004273	Invoice	11/01/2020	MEDICAL SERVICES- November	0.00	5,644.77	
00611	Mid Valley Publications	10/06/2020	Regular	0.00	131.45	53352
114434	Invoice	09/30/2020	Publication	0.00	131.45	
00824	NEUMILLER & BEARDSLEE	10/06/2020	Regular	0.00	9,036.93	53353
311574	Invoice	09/18/2020	LEGAL SERVICES	0.00	1,600.00	

Check Report

Date Range: 09/24/2020 - 10/08/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
311929	Invoice	09/18/2020	LEGAL SERVICES	0.00	7,436.93	
00837	NORTHSTAR CHEMICAL	10/06/2020	Regular	0.00	1,471.92	53354
178613	Invoice	09/15/2020	Blanket PO	0.00	1,471.92	
00879	PG & E	10/06/2020	Regular	0.00	110.58	53355
INV0004274	Invoice	09/21/2020	UTILITIES	0.00	110.58	
00914	QUICK N SAVE	10/06/2020	Regular	0.00	24.26	53356
1012056	Invoice	09/24/2020	BLANKET P.O. QUICK N SAVE	0.00	24.26	
00931	RAY A. MORGAN COMPANY	10/06/2020	Regular	0.00	623.72	53357
27876797	Invoice	09/25/2020	LEASE	0.00	623.72	
01493	Salonen Electrical Inc dba Technical Electrical	10/06/2020	Regular	0.00	270.00	53358
2357	Invoice	09/30/2020	service	0.00	270.00	
00978	SAN JOAQUIN VALLEY	10/06/2020	Regular	0.00	290.00	53359
N140741	Invoice	09/30/2020	permit	0.00	290.00	
01066	STATE WATER RESOURCES CONTROL BOARD	10/06/2020	Regular	0.00	110.00	53360
INV0004287	Invoice	10/02/2020	WW LIC Renew	0.00	110.00	
01069	STEELEY, JARED WATER & WA	10/06/2020	Regular	0.00	3,046.50	53361
8394	Invoice	09/30/2020	Blanket PO	0.00	3,046.50	
01161	UNITED RENTALS	10/06/2020	Regular	0.00	852.11	53362
185805449-001	Invoice	09/30/2020	pumps	0.00	852.11	
01176	USA BLUE BOOK	10/06/2020	Regular	0.00	19.47	53363
360482	Invoice	10/05/2020	parts	0.00	19.47	
01264	VERIZON WIRELESS	10/06/2020	Regular	0.00	456.12	53364
9863565630	Invoice	09/24/2020	MIFI DEVICES/ CAMERAS	0.00	152.04	
9863565631	Invoice	09/24/2020	MIFI DEVICES/ CAMERAS	0.00	228.06	
9863565632	Invoice	10/06/2020	TABLETS FOR SCADA	0.00	76.02	
01575	West Coast Aerial Photography, Inc.	10/06/2020	Regular	0.00	5,190.00	53365
7606	Invoice	10/05/2020	Updated Aerial of City	0.00	5,190.00	
01224	WILBUR-ELLIS COMPANY	10/06/2020	Regular	0.00	395.15	53366
13814918	Invoice	09/30/2020	herbicide	0.00	395.15	
01225	WILLDAN ENGINEERING	10/06/2020	Regular	0.00	1,115.00	53367
333150	Invoice	09/18/2020	ENGINEERING SERVICES	0.00	750.00	
333161	Invoice	09/18/2020	Walker Ln CDBG Sidewalk Project	0.00	365.00	
01249	WORLD OIL ENVIRONMENTAL SERVICES	10/06/2020	Regular	0.00	160.00	53368
I500-00612760	Invoice	10/01/2020	used oil service	0.00	160.00	

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	41	34	0.00	90,804.44
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
	41	34	0.00	90,804.44

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	41	34	0.00	90,804.44
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
	41	34	0.00	90,804.44

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	9/2020	82.18
999	POOLED CASH/CONSOLIDATED CASH	10/2020	90,722.26
			90,804.44



Hughson

Refund Check Register
Refund Check Detail

UBPKT01415 - Refunds 01 UBPKT01410 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
11-0770-007	MERRIAM, JESSICA	9/25/2020	53333	15.79			15.79	Generated From Billing
15-2270-002	LYNN, JOHNNIE & VERNON	9/25/2020	53334	150.78			150.78	Deposit
17-0260-000	Winward Pacific Builders	9/25/2020	53335	120.05			120.05	Deposit
Total Refunds: 3				Total Refunded Amount:	286.62			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	286.62
Revenue Total:	286.62

General Ledger Distribution

Posting Date: 09/25/2020

Account Number	Account Name	Posting Amount	IFT
Fund: 510 - WATER/SEWER DEPOSIT			
510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	-286.62	Yes
510-11040	CUSTOMER CREDITS	286.62	
510 Total:		0.00	
Fund: 999 - POOLED CASH/CONSOLIDATED CASH			
999-10010	CASH IN BANK-MONEY MARKET	-286.62	
999-20000	DUE TO OTHER FUNDS (POOLED CASH)	286.62	Yes
999 Total:		0.00	
Distribution Total:		0.00	



CITY COUNCIL AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: October 12, 2020
Subject: Approval of the Treasurer's Report for August 2020
Presented By: Crystal Aguilar, Treasurer

Approved By: Merry Mayken

Staff Recommendation:

Review and approve the City of Hughson Treasurer's Report for August 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 August 2020, the City of Hughson has a cash and investment balance total of \$20,163,822 with \$2,868,180 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 August 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 August 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 August 2020:

Transportation Capital and CDBG Street Project Fund:

The Transportation Capital Project Fund currently reflects a negative balance of

(\$235,605), which is a negative difference of \$12,616 from the previous year. The CDBG Street Project Fund currently reflects a negative balance of (\$29,435) reflecting a negative difference of \$16,513 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 (\$759,794), which is a negative difference of \$1,280,565 from the previous year. This deficit is attributable to Well 7 Replacement Project reimbursements not yet received from the State of California.

WWTP Expansion 2008 Fund:

The WWTP Expansion 2008 Fund currently reflects a negative balance of (\$44,156), which is a positive difference of \$59,890 from the previous year. This fund is used as a clearing account for a debt service payment and will be made whole.

Fiscal Impact:

As of August 2020, the City's cash, and investments total \$20,163,822. This compares to an August 2019 balance of \$19,742,665 and represents an increase of \$421,157.

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

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	\$ 16,469,702.18	\$ 914,346.13	\$ -	\$ 17,384,048.31
Adjustment	\$ (177,812.94)	\$ 3,880.48		
Outstanding Deposits +	\$ 229,171.92	\$ -	\$ -	\$ 229,171.92
Outstanding Checks/transfers -	\$ (96,968.71)	\$ (189,628.42)	\$ -	\$ (286,597.13)
ADJUSTED TOTAL	\$ 16,424,092.45	\$ 728,598.19	\$ -	\$ 17,326,623.10
Investments: Various				\$ 1,152,502.00
Multi-Bank WWTP				\$ 1,631,155.16
Investments: L.A.I.F.		\$ 42,328.79	\$ 42,194.15	\$ 84,522.94

General Ledger Adjustments

Wages Payable -30,981.63

TOTAL CASH & INVESTMENTS \$ 20,163,821.57

<u>Books - All Funds</u>	<u>August 2019</u>	<u>August 2020</u>	<u>Difference</u>	<u>% of Variance</u>
100 GENERAL FUND	2,515,851.60	2,561,826.68	45,975.08	1.83%
105 GENERAL FUND CONTINGENCY RESERVE	946,384.67	976,466.33	30,081.66	3.18%
110 FIXED ASSESTS	-	-	0.00	n/a
210 SEWER	3,320,681.42	3,035,610.37	-285,071.05	-8.58%
215 SEWER FIXED ASSET REPLACEMENT	4,443,633.84	4,694,784.42	251,150.58	5.65%
220 SEWER DEV IMPACT FEE	1,632,969.18	1,836,518.65	203,549.47	12.46%
225 WWTP Expansion 2008	(104,046.41)	(44,155.98)	59,890.43	57.56%
240 WATER	1,505,476.36	2,264,201.48	758,725.12	50.40%
245 Water TCP123	(5,355.30)	(5,464.47)	-109.17	-2.04%
250 WATER DEV IMPACT FEE	(79,876.46)	683.03	80,559.49	100.86%
255 Water Fixed Asset Replacement	520,770.13	(759,794.41)	-1,280,564.54	-245.90%
270 COMMUNITY/SENIOR CENTER	8,646.02	5,914.19	-2,731.83	-31.60%
280 U.S.F. Resource Com. Center	363.11	(2,278.57)	-2,641.68	-727.52%
310 Garbage/Refuse	133,404.44	102,092.53	-31,311.91	-23.47%
320 GAS TAX 2103	126,510.58	145,807.47	19,296.89	15.25%
321 GAS TAX 2105	46,843.68	63,058.95	16,215.27	34.62%
322 GAS TAX 2106	7,523.86	9,506.45	1,982.59	26.35%
323 GAS TAX 2107	37,533.63	46,048.40	8,514.77	22.69%
324 GAS TAX 2107.5	2,672.14	3,672.14	1,000.00	37.42%
325 Measure L SALES TAX-ROADS	178,346.82	333,435.35	155,088.53	86.96%
326 SB-1 ROADS MAINTENANCE REHABILITATION	184,857.37	190,875.37	6,018.00	3.26%
340 LANDSCAPE LIGHTING DISTRICT	131,029.73	(7.84)	-131,037.57	-100.01%
350 BENEFIT ASSESMENT DISTRICT	221,298.97	(2.67)	-221,301.64	-100.00%
360 COMMUNITY FACILITIES DISTRICT	7,190.01	-	-7,190.01	-100.00%
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	133,963.80	152,300.04	18,336.24	13.69%
371 TRENCH CUT FUND	77,516.70	2,976.80	-74,539.90	-96.16%
372 IT RESERVE	112,124.60	98,346.75	-13,777.85	-12.29%
373 SELF-INSURANCE	73,303.49	73,303.49	0.00	0.00%
374 DIABILITY ACCESS AND EDUCATION	1,275.62	1,440.46	164.84	12.92%
381 AB109 PUBLIC SAFETY	35,722.29	35,722.29	0.00	0.00%
382 ASSET FORFEITURE	1,660.43	1,660.43	0.00	0.00%
383 VEHICLE ABATEMENT	16,944.51	29,294.18	12,349.67	72.88%
384 SUPPLEMENTAL LAW ENFORCEMENT SERVICE I	219,269.39	276,323.10	57,053.71	26.02%
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	224,712.05	227,235.90	2,523.85	1.12%
393 HOME Program Grant (FTHB)	35,043.29	35,043.29	0.00	0.00%
394 96-STBG-1013 Grant	210,382.70	211,038.97	656.27	0.31%
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)	(29,434.66)	-16,513.18	-127.80%
450 STORM DRAIN DEV IMPACT FEE	438,534.98	496,059.41	57,524.43	13.12%

451 PUBLIC FACILITY DEV IMPACT FEE	1,315,283.26	1,387,457.59	72,174.33	5.49%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	(38,872.36)	55,550.76	94,423.12	242.91%
453 PARK DEV IMPACT FEE	486,074.70	529,942.30	43,867.60	9.02%
454 PARKLAND IN LIEU	378,135.85	414,376.66	36,240.81	9.58%
510 WATER/SEWER DEPOSIT	63,955.32	76,611.24	12,655.92	19.79%
520 RDA SUCCESSOR AGENCY	185,326.14	247,104.12	61,777.98	33.33%
521 RDA FIXED ASSETS	-	-	0.00	n/a
530 LANDSCAPE LIGHTING DISTRICT	-	9,509.81	9,509.81	n/a
531 LANDSCAPE LIGHTING DISTRICT	-	49,274.55	49,274.55	n/a
532 LANDSCAPE LIGHTING DISTRICT	-	27,207.42	27,207.42	n/a
533 LANDSCAPE LIGHTING DISTRICT	-	36,113.33	36,113.33	n/a
534 LANDSCAPE LIGHTING DISTRICT	-	(34,789.63)	-34,789.63	n/a
535 LANDSCAPE LIGHTING DISTRICT	-	9,791.65	9,791.65	n/a
536 LANDSCAPE LIGHTING DISTRICT	-	18,850.32	18,850.32	n/a
537 LANDSCAPE LIGHTING DISTRICT	-	(46,491.57)	-46,491.57	n/a
538 LANDSCAPE LIGHTING DISTRICT	-	(24,947.61)	-24,947.61	n/a
539 LANDSCAPE LIGHTING DISTRICT	-	27,022.42	27,022.42	n/a
540 LANDSCAPE LIGHTING DISTRICT	-	45,332.38	45,332.38	n/a
541 LANDSCAPE LIGHTING DISTRICT	-	30,750.40	30,750.40	n/a
542 LANDSCAPE LIGHTING DISTRICT	-	5,554.37	5,554.37	n/a
550 BENEFIT ASSESMENT DISTRICT	-	67,030.75	67,030.75	n/a
551 BENEFIT ASSESMENT DISTRICT	-	12,184.80	12,184.80	n/a
552 BENEFIT ASSESMENT DISTRICT	-	115,293.88	115,293.88	n/a
553 BENEFIT ASSESMENT DISTRICT	-	2,608.80	2,608.80	n/a
554 BENEFIT ASSESMENT DISTRICT	-	46,625.77	46,625.77	n/a
560 BENEFIT ASSESMENT DISTRICT	-	15,844.51	15,844.51	n/a
Developer Impact Fees ***	3,888,077.10	4,458,511.78	570,434.68	
TOTAL ALL FUNDS:	19,742,665.04	20,163,821.57	421,156.53	
Break Down of Impact Fees ***				
220 SEWER DEV IMPACT FEE	1,632,969.18	\$1,836,518.65	203,549.47	12.46%
250 WATER DEV IMPACT FEE	-79,876.46	\$683.03	80,559.49	100.86%
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	133,963.80	\$152,300.04	18,336.24	13.69%
450 STORM DRAIN DEV IMPACT FEE	438,534.98	\$496,059.41	57,524.43	13.12%
451 PUBLIC FACILITY DEV IMPACT FEE	1,315,283.26	\$1,387,457.59	72,174.33	5.49%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	-38,872.36	\$55,550.76	94,423.12	242.91%
453 PARK DEV IMPACT FEE	486,074.70	\$529,942.30	43,867.60	9.02%
Break Down of Impact Fees ***	3,888,077.10	4,458,511.78	570,434.68	14.67%

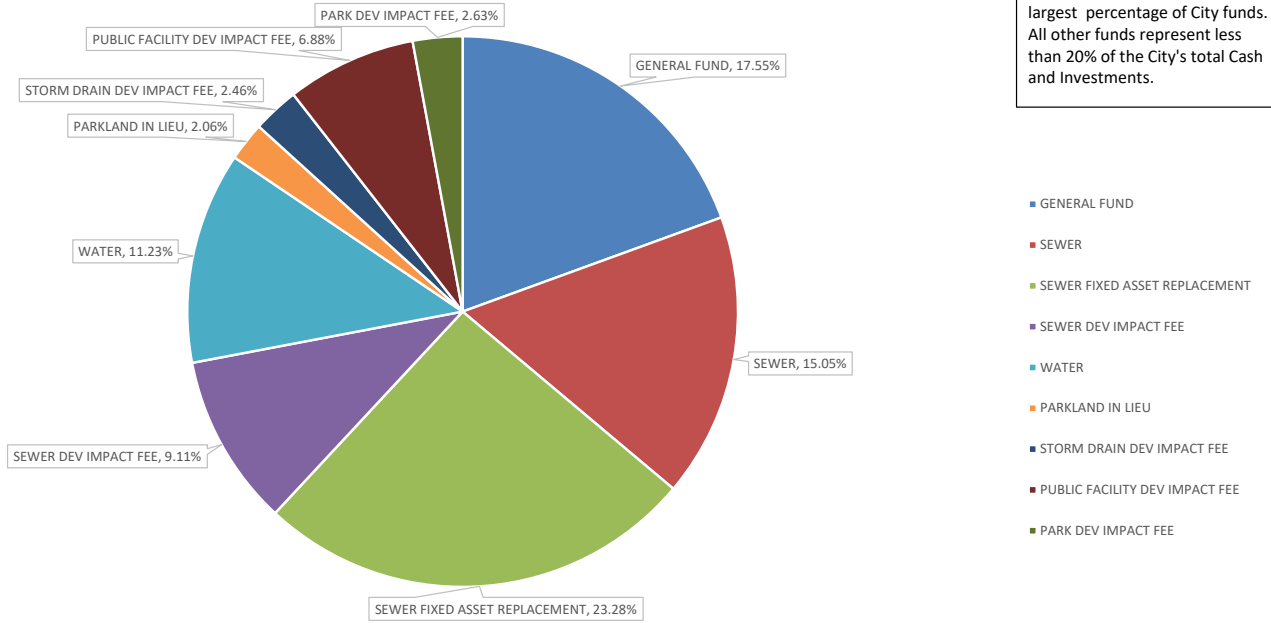
I hereby certify that the investment activity for this reporting period conforms with the Investment Policy adopted by the Hughson City Council, and the California Government Code Section 53601. I also certify that there are adequate funds available to meet the City of Hughson's budgeted and actual expenditures for the next six months.

Crystal Aguilar, Treasurer

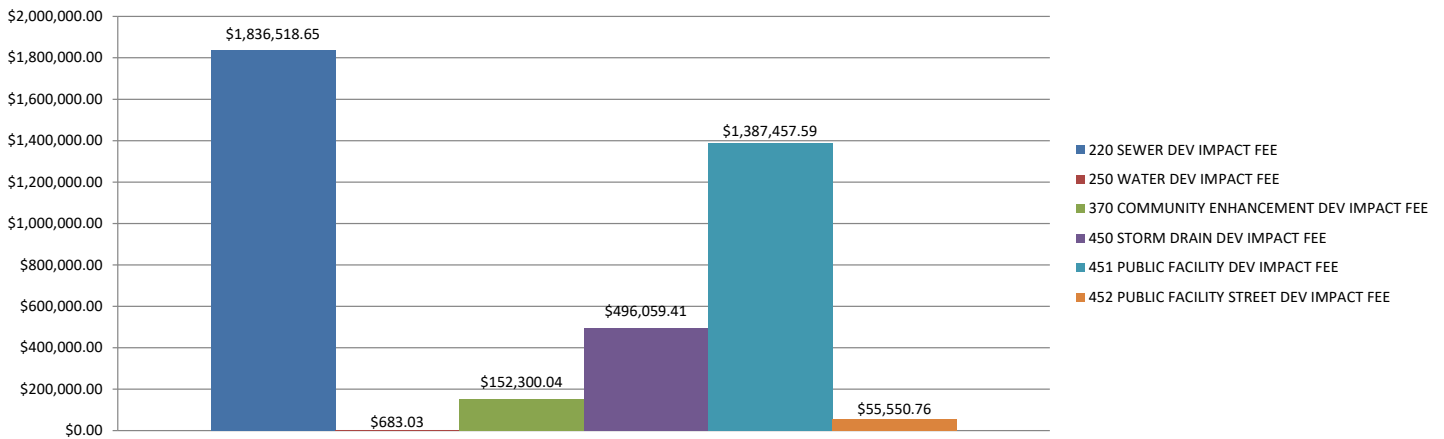
Date

Treasurer's Report - Charts and Graphs August 2020

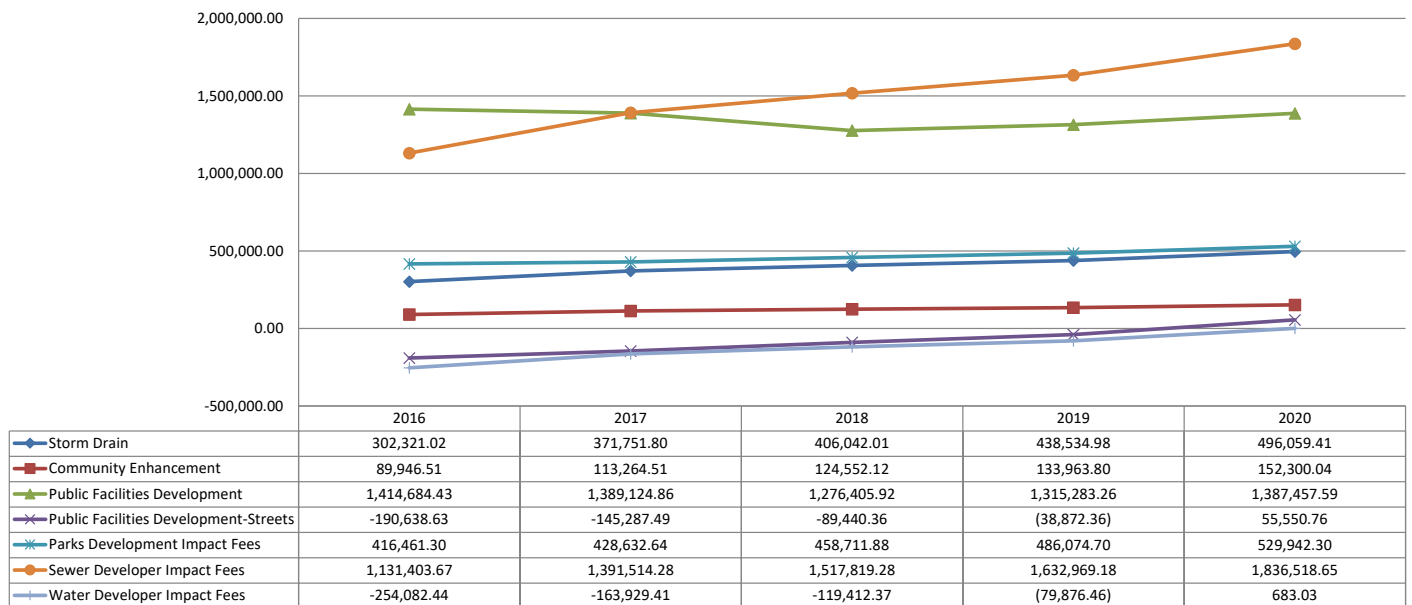
Percentage of Fund - August 2020



August 2020 Breakdown of Developer Impact Fees



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



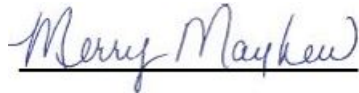


CITY COUNCIL AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: October 12, 2020
Subject: Approval to Contract for Facility Upgrades with Vortex Industries, Inc., for a Total Cost of \$45,200
Enclosure: Vortex Industries, Inc., Cost Estimates
Presented By: Merry Mayhew, City Manager

Approved By:


Merry Mayhew

Staff Recommendation:

Approve contracting for facility upgrades with Vortex Industries, Inc., for a total cost of \$45,200.

Background and Overview:

Due to the current COVID-19 pandemic, the following City facilities have been closed to the public: City Hall, Senior Community Center, Wastewater Treatment Plant, and the Corporation Yard. During this time, City employees have continued to work, provide services, and have held appointments with the public as needed. The requested facility upgrades will provide an additional safety measure to protect City employees and the public from Covid-19, using automatic door openers with touchless sensors. The Senior Community Center doors would be changed to automatic bi-parting sliding "storefront" doors with automatic opening sensors.

Over the past two months, the Public Works Superintendent worked with three firms to get estimates for this work. Of the three estimates, Vortex Industries, Inc., provided the lowest estimate at a price of \$45,200. The price includes the necessary components, installation, and prevailing wage.

The Hughson Municipal Code (HMC) clearly defines procedures for informal bidding, including purchasing between \$15,000 and \$50,000 as referenced in HMC section 3.24.080. The purchasing officer shall solicit bids by written request to prospective vendors and award the bid to the bidder who best meets the City's needs. However, the purchasing officer must first obtain the consent of the City Council before awarding any contract or purchase.

Fiscal Impact:

This purchase was referenced on Resolution No. 2020-48, "Attachment C, CARES Act Spending Plan", which was approved by the City Council on July 27, 2020. The cost of the facility upgrades is funded through the Coronavirus Relief Funds (CRF) that the City received as a sub-recipient from Stanislaus County.



1-800-698-6783

PROPOSAL

To CITY OF HUGHSON 7018 PINE ST HUGHSON, CA 95326	Site HUGHSON WASTE TREATMENT CENTER 6700 LEEDOM RD HUGHSON, CA 95326	Date 8/12/2020
Attn. JOSE VASQUEZ		
Ref. # Sq-441522	Phone Fax	Job (209) 505-3049 Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

ADMIN MAIN ENTRY

We propose to furnish, deliver, and install the following subject to the terms noted below:

One (1) new **Low Energy Door Operator** for your existing **Door** to meet ADA Regulations. This includes the following benefits:

- ❑ Applicable to all interior and exterior applications of low energy (ADA) requirements
- ❑ Handles all types of traffic conditions and door sizes with weights up to 250 lbs.
- ❑ Adjustable hold-open time
- ❑ Reliable operation
- ❑ Can be integrated with all key and card security systems
- ❑ Power assist close guarantees latching
- ❑ Provides controlled access to secured areas
- ❑ Handicap compliant
- ❑ New Wave Touchless Sensors
- ❑ New electric strike
- ❑ Program and test for proper operation

This includes mounting the unit above the door, adjustments to the door to meet your needs, lubrication of all points of friction, and our Standard Quality Assurance & Safety Check.

"Note power will have to be provided by contact"

"Conduit will have to be relocated prior to install"

FOR THE TOTAL NET SUM OF.....\$7,491.60



<input checked="" type="checkbox"/> Customer to list days or hours Vortex cannot do the work: _____	
Payment Terms: 25 % on deposit. Balance due upon Completion.	
This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.	
<small>NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.</small>	
Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.	
IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.	
Accepted:	("Customer")
By	VORTEX INDUSTRIES, INC. ("VORTEX")
Date	By Nghia Vo (SAC)
	Date 8/12/2020



1-800-698-6783

PROPOSAL

To	Site	Date
CITY OF HUGHSON 7018 PINE ST HUGHSON, CA 95326	HUGHSON WASTE TREATMENT CENTER 6700 LEEDOM RD HUGHSON, CA 95326	8/12/2020
Attn. JOSE VASQUEZ		
Ref. # Sq-441522	Phone Fax	Job (209) 505-3049 Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

BREAKROOM

We propose to furnish, deliver, and install the following subject to the terms noted below:

One (1) new **Low Energy Door Operator** for your existing Door to meet ADA Regulations. This includes the following benefits:

- ❖ Applicable to all interior and exterior applications of low energy (ADA) requirements
- ❖ Handles all types of traffic conditions and door sizes with weights up to 250 lbs.
- ❖ Adjustable hold-open time
- ❖ Reliable operation
- ❖ Can be integrated with all key and card security systems
- ❖ Power assist close guarantees latching
- ❖ Provides controlled access to secured areas
- ❖ Handicap compliant
- ❖ New Wave Touchless Sensors
- ❖ New Electric Strike
- ❖ Program and test for proper operation

This includes mounting the unit above the door, adjustments to the door to meet your needs, lubrication of all points of friction, and our Standard Quality Assurance & Safety Check.

"Note power will have to be provided by contact"

"Note Conduit and Exit Sign will have to be relocated prior to install"

FOR THE TOTAL NET SUM OF.....\$7,491.60



<input checked="" type="checkbox"/> Customer to list days or hours Vortex cannot do the work: _____	
Payment Terms: <u>25 % on deposit.</u> Balance due upon Completion.	
This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.	
NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.	
Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.	
IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.	
Accepted:	("Customer") VORTEX INDUSTRIES, INC. ("VORTEX")
By	By Nghia Vo (SAC)
Date	Date 8/12/2020



1-800-698-6783

PROPOSAL

To	Site	Date
CITY OF HUGHSON 7018 PINE ST HUGHSON, CA 95326	HUGHSON WASTE TREATMENT CENTER 6700 LEEDOM RD HUGHSON, CA 95326	8/12/2020
Attn. JOSE VASQUEZ		
Ref. # Sq-441522	Phone Fax	Job (209) 505-3049 Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

LAB ENTRY

We propose to furnish, deliver, and install the following subject to the terms noted below:

One (1) new **Low Energy Door Operator** for your existing **Door** to meet ADA Regulations. This includes the following benefits:

- ❖ Applicable to all interior and exterior applications of low energy (ADA) requirements
- ❖ Handles all types of traffic conditions and door sizes with weights up to 250 lbs.
- ❖ Adjustable hold-open time
- ❖ Reliable operation
- ❖ Can be integrated with all key and card security systems
- ❖ Power assist close guarantees latching
- ❖ Provides controlled access to secured areas
- ❖ Handicap compliant
- ❖ New Wave Touchless Sensor
- ❖ New electric strike
- ❖ Program and test for proper operation

This includes mounting the unit above the door, adjustments to the door to meet your needs, lubrication of all points of friction, and our Standard Quality Assurance & Safety Check.

FOR THE TOTAL NET SUM OF.....\$7,491.60

"Note power will be provided by contact"

"Conduit will have to be relocated before new install"



<input checked="" type="checkbox"/> Customer to list days or hours Vortex cannot do the work: _____	
Payment Terms: 25 % on deposit. Balance due upon Completion.	
This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.	
<small>NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.</small>	
Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.	
IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.	
Accepted:	("Customer")
By	VORTEX INDUSTRIES, INC. ("VORTEX")
Date	By Nghia Vo (SAC)
	Date 8/12/2020



1-800-698-6783

PROPOSAL

To	Site	Date
CITY OF HUGHSON 7018 PINE ST HUGHSON, CA 95326	HUGHSON WASTE TREATMENT CENTER 6700 LEEDOM RD HUGHSON, CA 95326	8/12/2020
Attn. JOSE VASQUEZ		
Ref. # Sq-441522	Phone Fax	Job Phone (209) 505-3049

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

Please note this bid INCLUDES the following:

1. Vortex Exclusive **one (1) year Limited Warranty**.
2. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
3. Removal and disposal of damaged material.
4. Prevailing Wage Rates.

Please note this bid DOES NOT INCLUDE the following:

1. Any finish work or finish paint, if necessary.
2. Any item not called out above.
3. Any electrical not with 2' of door area.

Please fax or email signed proposal to: SACSC@VortexDoors.com
(916) 920-3667
(916) 648-9077 (Fax)

<input checked="" type="checkbox"/> Customer to list days or hours Vortex cannot do the work: _____	
Payment Terms: <u>25 % on deposit.</u> Balance due upon Completion.	
This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.	
NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.	
Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.	
IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.	
Accepted:	("Customer") VORTEX INDUSTRIES, INC. ("VORTEX")
By	By Nghia Vo (SAC)
Date	Date 8/12/2020

LIMITED WARRANTY

1. **APPLICABLE PERIOD.** The VORTEX warranty for materials or labor (as appropriate) is applicable to cover problems promptly reported in writing within the following periods specified:
 - 1.1 **NEW PRODUCT INSTALLATIONS.**
 - A. Heavy Duty Rolling Steel Doors and Hollow Metal Doors - Five Year Limited Warranty, as follows: 1st year - 100% Material and Labor, 2nd year - 100% Material, No Labor, 3rd year - 20% Material, No Labor, 4th and 5th Year - 10% Material, No Labor.
 - B. Overhead, Glass Entrance and Light Weight Rolling Steel Doors, Motors and Other New Product Installation - Three Year Limited Warranty, as follows: 1st year - 100% Material and Labor, 2nd year - 20% Material, No Labor, 3rd year - 10% Material, No Labor.
 - 1.2 **REPAIRS.**
 - A. Repairs Performed as Recommended by VORTEX: 100% Materials for 1 year, and 90 days Labor. B. Limited Scope Repairs - No Warranty.
2. **LIMITED WARRANTY. OUR WARRANTY IS FURTHER LIMITED AS FOLLOWS:**
 - 2.1 Our warranty shall not extend to or cover deterioration due to rust resulting from (i) damage to the door section finish caused by fire, other accident or casualty, vandalism, radiation, harmful fumes or foreign substances in the atmosphere, (ii) occurring as a result of any physical damage after the door left our control, or (iii) failure to provide reasonable, necessary and proper maintenance (see paragraph 3 below).
 - 2.2 Our warranty shall not extend to or cover any damages or claims with respect to any products that in any way or degree have been altered, processed, misused or improperly handled or installed.
 - 2.3 VORTEX does not warrant conformity with any building or fire codes. Customer is responsible for obtaining any required permits and giving any required notices.
 - 2.4 WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR COVENANTS, EXPRESS OR IMPLIED, AS TO ANY MANNER WHATSOEVER WITH RESPECT TO THIS PRODUCT EXCEPT FOR ANY IMPLIED WARRANTY REQUIRED BY APPLICABLE LAW, AND ANY SUCH IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE.
 - 2.5 IN THE EVENT OF THE BREACH OF THE WARRANTY DESCRIBED ABOVE, VORTEX'S SOLE RESPONSIBILITY SHALL BE TO REPAIR OR REPLACE ANY PRODUCT WHICH PROVED TO HAVE BEEN DEFECTIVE DURING THE WARRANTY PERIOD. In the event VORTEX fails to or elects not to repair or replace the defective products, VORTEX'S responsibility shall be limited to the damages specified in Section 5 below.
 - 2.6 This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
 - 2.7 Only an authorized corporate officer of VORTEX may modify or add to the warranties set forth above, and any such modification or addition must be in writing and separately executed by such corporate officer.
3. **OWNER'S RESPONSIBILITY.**

The proper operation and maintenance of your doors is critical. If your door is equipped with a hand chain or pull rope, control its speed and do not let it slam up or slam down. If you operate your door slowly and carefully, it should last many years. However, the useful life of the doors and their component parts is not unlimited, and to assure the safe and proper operation, it is imperative that doors be serviced and inspected every six months for long life and easy operation. Failure to do so will void the warranty. You are encouraged to contact VORTEX for details on available Preventive Maintenance programs.

On such iron or steel surfaces painted by VORTEX with prime coat as are exposed to the weather, Customer agrees to complete painting with a finish coat or coats of a color of Customer's choice.
4. **FURTHER CONDITIONS OF WARRANTY.** The foregoing warranty shall be voided and products and services shall be deemed sold "as is" with all faults:
 - 4.1 if the related invoice is not paid within thirty (30) days;
 - 4.2 if repairs or alterations are made by anyone other than VORTEX;
 - 4.3 until any "Recommendation for Additional Work Needed" is authorized in writing by Customer and completed by VORTEX.

You must give us the job number when first calling for warranty service or you will be billed for the work.
5. **LIMITATIONS OF LIABILITY.**
 - 5.1 THE LIABILITY OF VORTEX FOR DAMAGES OR INDEMNITY, IF ANY, SHALL BE LIMITED TO THE AMOUNT OF THE CHARGES PAID BY CUSTOMER TO VORTEX WITH RESPECT TO THE SPECIFIC PRODUCTS OR SERVICES.
 - 5.2 IN NO EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL VORTEX BE LIABLE FOR INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST SALES, NOTWITHSTANDING THE FACT THAT VORTEX MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER TERMS AND CONDITIONS

PAYMENT TERMS. The Company that called us is responsible for paying the bill. VORTEX provides emergency repair services, and time is of the essence to the performance by the parties of their obligations. Service bills are due and payable upon completion of work. Hours are calculated from the time the man leaves our shop until he returns. Minimum service charge is one hour at the current hourly rate. Customer further grants to VORTEX a security interest in all products furnished to customer. In event of default, VORTEX shall have, in addition to all rights provided by law, the right to repossess all products and to remove doors supplied. Overdue accounts shall accrue interest from the date payment on the account is overdue, at 10% per annum, or the maximum legal rate, whichever is greater.

WORK HOURS. VORTEX standard work hours are Mon. - Fri. 8:00 a.m. - 4:30 p.m. VORTEX's standard rates shall be increased for work performed during other hours. VORTEX must be notified of any days or times during which scheduled work cannot be done. A refused field trip will be charged for.

SITE PREPARATION. Customer, at its expense, shall assure that the wall construction around the opening is suitable for supporting all doors, door seals, accessories, and other items, and that there is proper clearances for their reception. When VORTEX is to provide erection, Customer at its expense shall assure that the openings into which the items or around which the items are to be installed are complete, unobstructed, and available to VORTEX mechanics or subcontractors without delay or interruption to their work. Customer warrants safety and suitability of the structure for reception of VORTEX'S materials and agrees to hold VORTEX and its subcontractors harmless from liability attributed thereto. Unless otherwise expressly stated, this work order does not include the preparation or furnishings by VORTEX of openings, sills, jambs, lintels, structural members to which doors or accessories are to be attached, or glass or glazing, or when motor operators are furnished, any wire, fuses, or conduits, or any auxiliary steel work for carrying supporting or attaching power units. Electrical hookup and hauling away of old materials is not included in the work order. Customer acknowledges that unloading, hoisting, storage and protection of materials is the sole responsibility of the Customer.

PERFORMANCE EXCUSED. VORTEX shall not be liable to Customer in any manner for failure or delay to fill an order placed herein, or other failures to perform as a result of strike or other labor trouble, fire, flood, material or labor shortage, embargo, stoppage in transit, direct or indirect acts, regulations or orders of any governmental body, war, sabotage, act of God or public enemy, or other cause beyond the control of VORTEX including nonperformance of conditions precedent by Customer such as the furnishing of specifications of wall openings or other information, approval of or other action upon drawing.

ENFORCEMENT OF CONTRACT. This contract (subject only to modification by any subsequent, and fully executed, written repair work order) constitutes the entire agreement of the parties with respect to the proposed work. There are no oral agreements made or allowed between the parties. All parties agree that interpretations and enforcement of the contract shall be subject to the laws of the state of California and any action brought to enforce any provision of the agreement shall be in the jurisdiction and venue of the courts of Orange County, California. In the event of any action or proceeding to enforce this agreement or arising out of any breach of this agreement, the prevailing party herein shall be entitled to recover reasonable attorney's fees and costs therein incurred.

ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' LICENSE BOARD, 9821 BUSINESS PARK DRIVE, SACRAMENTO, CALIFORNIA, 95827. MAILING ADDRESS: P. O. BOX 26006, SACRAMENTO, CALIFORNIA, 95826. WEBSITE: WWW.CSLB.CA.GOV.



CITY COUNCIL AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: October 12, 2020
Subject: Adopt Resolution No. 2020-64, Supporting Proposition 20:
The Reducing Crime and Keeping California Safe Act
Presented By: Ashton Gose, Deputy City Clerk
Approved By: Merry Mayhew

Staff Recommendation:

Adopt Resolution No. 2020-64, supporting Proposition 20: The Reducing Crime and Keeping California Safe Act.

Background and Overview:

The League of California Cities has endorsed Proposition 20 on the November 2020 ballot and has requested City Council's consideration of a resolution in support of Proposition 20: Reducing Crime and Keeping California Safe Act.

If approved by California voters, Proposition 20 will address two urgent and costly issues facing California cities, rising violent crime, and an increase in retail theft. The Proposition will also create two additional categories of punishable crimes with increased penalties to address "serial" theft and "organized retail" theft, crimes that deeply affect our already struggling small businesses and residents.

The following is a summary of the four main points of the Proposition prepared by the Legislative Analyst's Office:

- Changes state law to increase criminal penalties for some theft-related crimes.
- Changes how people released from state prison are supervised in the community.
- Makes various changes to the process created by Proposition 57 (2016) for considering the release of inmates from prison.
- Requires state and local law enforcement to collect DNA from adults convicted of certain crimes.

Fiscal Impact:

The summary of estimate by Legislative Analyst of net State and Local Government fiscal impact:

- Increased state and local correctional costs likely in the tens of millions of dollars annually, primarily due to increases in county jail populations and levels of community supervision.
- Increased state and local court-related costs that could be more than several million dollars annually.
- Increased state and local law enforcement costs not likely to be more than a few million dollars annually related to collecting and processing DNA samples.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020.64**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON SUPPORTING
PROPOSITION 20: THE REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT**

WHEREAS, protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters, and other violent criminals should not be released early from prison; and

WHEREAS, recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "nonviolent offenders"; and

WHEREAS, as a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and

WHEREAS, a total of 33 of the state's 58 counties saw increases in their violent crime rates in 2017; and

WHEREAS, this measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations; and

WHEREAS, nothing in this act is intended to create additional "strike" offenses which would increase the state prison population, nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits; and

WHEREAS, recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal; and

WHEREAS, grocery store operators around the state have seen unprecedented increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150% increases in these losses; and

WHEREAS, shoplifting incidents have started to escalate in such a manner that have endangered innocent customers and employees; and

WHEREAS, since 2014, the total value of stolen property has increased every year. In 2018, the total value of stolen property in California was 32% higher than the total in 2014; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson hereby supports Proposition 20: The Reducing Crime and Keeping California Safe Act.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on October 12, 2020 by the following roll call vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

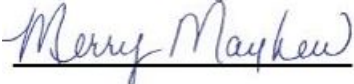
JERAMY YOUNG, Mayor

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date: October 12, 2020
Subject: Parkwood Subdivision Project- Planning Commission
Summary Report
Presented By: Lea Simvoulakis, Community Development Director
Approved By: 

Staff Recommendation:

Staff recommends that the City Council:

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

Background and Overview:

The City Council is being asked to consider the six action items listed above for the Parkwood Development project. The purpose of this memo is to provide a summary of the discussion and public comment related to the Parkwood project that occurred at the July 21, 2020 and August 18, 2020 Planning Commission meetings. For the details related to the project, please read and review the attached Planning Commission staff report. The Planning Commission staff report and the accompanying documentation that follows provides you the information necessary to evaluate this project and to make a determination on the above recommendations.

Brief Synopsis:

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

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

Outcome:

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

July 21, 2020 Planning Commission Meeting Discussion:

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

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

community. This model showed that there was sufficient water within the City to accommodate the need of the new residents. Additionally, staff identified that the applicant would be paying a double water development impact fee to account for future upgrades to the water system to ensure that the City can continue to provide clean water to the community. At the double rate of \$8,119 per home, the total collectable fees for this project just for water capital improvements is \$2,427,581. Staff noted that the applicant would provide this double fee in lieu of constructing a well onsite.

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

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

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

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

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

Chair Evans asked if the project would address the City's need for low-income housing. Staff indicated that the projects would not be deed-restricted affordable

housing, but that the smaller lots would make the homes more affordable to residents.

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

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

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

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

C level already function at a C level and this does not change with the introduction of the project.

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

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

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

August 18, 2020 Planning Commission Meeting Discussion:

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

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

The first public comment suggested that there was a private real estate deal that was “killed” because a bridge was required by the former Community Development director. The individual also identified what a “small town feel” meant to him and that small lots do not equal a small town feel for him. The individual also noted that he wanted to feel safe while riding a bike through town.

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

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

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

Brenda Smith, the Superintendent of Hughson Unified School District addressed the issues related to school enrollment and school capacity. For the 2017 plan, the Superintendent indicated that they knew they would have new subdivisions coming into the City, so they raised their development fees accordingly to be prepared for future growth. The development fees are only used for facility upgrades. Superintendent Smith indicated that when the funds are received, they go into a

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

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

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

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

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

The traffic consultant addressed traffic around the schools. There is always traffic around schools during the morning drop off and the afternoon pick up times. This is an unavoidable reality for areas around schools. With or without this development,

traffic will not decrease at the schools until there are no students attending schools. This is not a unique situation to Hughson.

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

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

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

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

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

The project does show that there will be more traffic in the area. More people mean more cars. However, the 3,000 vehicles per day (vpd) threshold is commonly used by cities and counties to help plan local streets. The current daily traffic volumes on the local streets south and east of the project carry volumes that range from 297 to 926 vpd. The Parkwood project is projected to add 45 to 365 vpd, or about 2% to 12% of the threshold volume. The public's statement that a 60% increase in traffic is unacceptable seems like a lot of traffic when it is taken out of context. The 60% increase is an increase of one to two more cars when the existing traffic amounts are not high to begin with.

Staff noted that the Euclid development was not required to build the Euclid bridge. The Development Agreement for that development does not have a clause in it stating that the traffic generated by this subdivision would necessitate a bridge. Given the amount of development that occurred in the City as a whole, a new bridge was planned in the General Plan for the Euclid and Hatch area. This street extends for two miles and is a major road through the City and county. The volume of traffic that Euclid carries is nowhere near as heavy as the cars that would be using the proposed bridge. It would only carry those people living in the Parkwood subdivision, and that is not a comparable amount of traffic.

The Commission closed the public comment period at this point. Each Commissioner was given the opportunity to speak on the project. Commissioner Henley noted that she was on the Planning Commission for a year and she felt her job was to represent the community of Hughson. Commissioner Henley brought up that the City used to have a park that is no longer there. Chair Evans thanked everyone for participating and indicated that his job is to determine whether a project is supported by the General Plan and remove personal feelings.

Commissioner McFadden motioned to approve the project, and Commissioner Evans seconded the motion. The motion carried 3-2-0 (Commissioners Henley and Strain voting no) on all six recommendations.

Updated Information

Since the Planning Commission meeting, the property owners made an offer of a \$750 fee per house for a total of \$225,000 to be put toward the development of the Downtown area in exchange for eliminating the commercial uses at the project site. This offer is being incorporated into the Development Agreement. Should the project be approved, the fees collected under this special fee will be put towards the economic development and commercial growth of the Downtown.



PLANNING COMMISSION
AGENDA ITEM NO. 4.2
SECTION 4: PUBLIC HEARING

Meeting Date: August 18, 2020
Subject: Parkwood Subdivision Project
Enclosures: Plans
Design Expectation Checklist
Mitigation Monitoring and Reporting Program
Presented By: Lea C. Simvoulakis, Community Development Director

PROJECT DATA	
Applicant:	Mid Valley Engineering-MVE, Inc.
Existing Zoning:	C-2 Commercial General R-1 Low Density Residential R-2 Medium Density Residential
Proposed Zoning:	R-2 Medium Density Residential with Planned Development Overlay
Existing General Plan:	Service Commercial Medium Density Commercial Low Density Commercial
Proposed General Plan:	Medium Density Residential
California Environmental Quality Act:	Mitigated Negative Declaration

APPLICATION SUMMARY

The proposed project includes a General Plan Amendment, a Zone Change, a Vesting Tentative Map, a Conditional Use Permit for a Planned Development Overlay Zone, and a Development Agreement for the project known as the Parkwood Subdivision Project (Parkwood). The Parkwood projects is a proposed 299 home subdivision development on a 56.04-acre lot with three community parks. The Planning Commission serves as a recommending body for these actions and can choose to recommend approval or denial to the City Council.

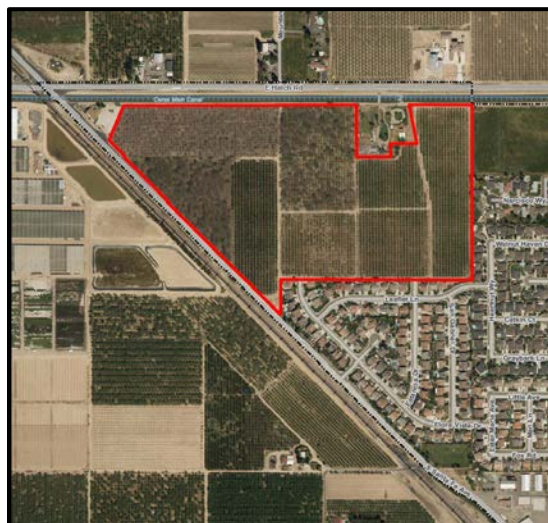
STAFF RECOMMENDATION

Staff recommends that the Planning Commission:

1. Recommend that the City Council Adopt Resolution No. 2020-XX Approving a Mitigated Negative Declaration for the Parkwood Subdivision Project.
2. Recommend that the City Council Adopt Resolution No. 2020-XX Approving a General Plan Amendment 20-01 to change the Land Use diagram from Low Density Residential, Medium Density Residential, and Service Commercial to Medium Density Residential on a 56.04-acre site.
3. Recommend that the City Council Adopt Resolution No. 2020-XX Approving a change in the Zoning District Designation from R-1 single Family Residential, R-2 Medium Density Residential, and C-2 General Commercial to R-2 Medium Density Residential on a 56.04-acre site.
4. Recommend that the City Council Adopt Resolution No. 2020-XX Approving a Vesting Tentative Map for the Subdivision of a 56.04-acre property into 299 residential lots and 3 parks.
5. Recommend that the City Council Adopt Resolution No. 2020-XX Approving a Conditional Use Permit to create a Planned Development Overlay Zone on a 56.04-acre site.
6. Recommend that the City Council Adopt Ordinance No. 2020-XX Approving a Development Agreement between Parkwood Hughson, LLC and the City of Hughson.

PROJECT LOCATION

Location	South East Corner of E. Hatch Road and Santa Fe Avenue
Assessor Parcel No.	018-017-002, 018-017-010, 108-018-014
Annexation Date	August 14, 2006
Acreage	56.04 acres



As the above map indicates, the proposed project site is located at the south east corner of East Hatch Road and Santa Fe Avenue. The project site is approximately 56.04 acres and was annexed into the city limits on August 14, 2006. The site is currently used for agricultural uses and the existing orchards include 5,600 walnut and almond trees. The project site is immediately south of the Turlock Irrigation District (TID) Ceres canal and East Hatch Road. There are agricultural uses located in Stanislaus County to the north of the site, across the canal. There are single family residential uses to the east and south of the site with Santa Fe avenue and the railroad to the west of the site.

There are two areas that are not part of the project site. The first is the Jehovah Witness Kingdom Hall building that is located directly at the tip of the intersection of Hatch and Santa Fe. The second area is two existing single-family homes with associated garages and buildings located on the north boundary of the site adjacent to the TID canal.

PROJECT BACKGROUND

The proposed project includes the subdivision of the 56.04-acre site into 299 single-family residential lots with one single-family house per lot. The density for this site is 5.34 dwelling units per acre. The lots would range in size from 5,005 square feet to 13,280 square feet. There will be two types of single-family housing units. The first is called a "Park Home" which would include the traditional residential lots on the 5,005 to 13,280 square feet lots. The second is called a "Courtyard Home" which would include lots of approximately 5,250 square feet with a shared driveway between a cluster of lots. There will be 99 Park Homes and 200 Courtyard homes. The below map identifies the two areas not part of the project and have them listed as N.A.P. (not apart of project).



Of the 56.04-acres, 6.14 will be park or enhanced landscaped green space. The three parks are a total of 4.88 acres of just park space. The remaining 1.26 acres of green space will be located in the 25' wide landscape buffer along Santa Fe Avenue, along the Class I Bike trail along the TID Ceres main canal, and in a .15-acre enhanced landscape area at the entrance to the project.

In order to construct the project, the existing walnut and almond orchards will need to be removed. When the site was annexed into the City in 2006, it was anticipated that the orchard use of this site would eventually be terminated since the site was pre-zoned with three non-agricultural zoning districts: C-2 General Commercial, R-2 Medium Density Residential, and R-1 Low Density Residential, to match the existing General Plan land use designations of Service Commercial, Medium Density Residential, and Low Density Residential. As a required mitigation for the removal of the 5,600-tree orchard, the project is required to plant a minimum of 560 trees throughout the project. The applicant is proposing to plant over 600 trees, some of which will be non-fruit producing orchard trees to retain the orchard-like feel of the area.

ANALYSIS

The proposed application components were analyzed with respect to conformance with:

1. The Hughson General Plan, adopted 2005
2. The Hughson Municipal Code
3. The Design Expectations, adopted 2004
4. California Environmental Quality act (CEQA)

The Hughson General Plan

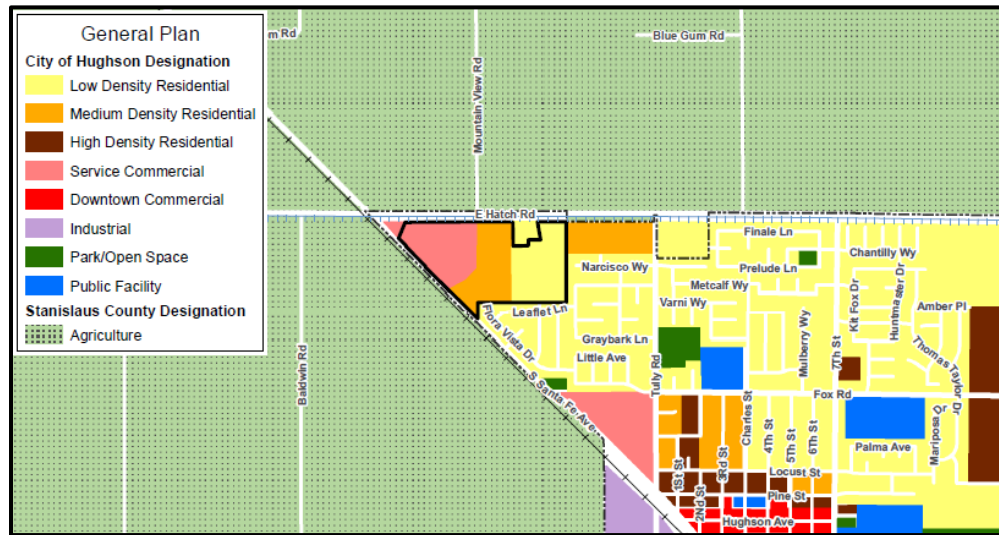
Existing and Proposed Land Use Designation

The first component of the project is a General Plan Amendment request to change two of the existing General Plan Land Use Designation of the site from Service Commercial and Low Density Residential, to Medium Density residential.

Existing Land Use

The site has three existing General Plan Land Use Designations: Service Commercial, Medium Density Residential, and Low Density Residential. The Service Commercial designation of the site is 19 acres of the overall site, the Medium Density Residential designation is 17.73 acres of the overall site, and the Low Density Residential Designation covers 19.28 acres of the overall site. The remaining .03 acres are not designated as they are in the existing right of way of Santa Fe. The below map shows the existing land use designations of the site and the properties surrounding the site. The existing land use designation shows that there are Medium Density residential uses directly adjacent to existing Low Density Residential uses at the terminus of Flora Vista Drive and along the

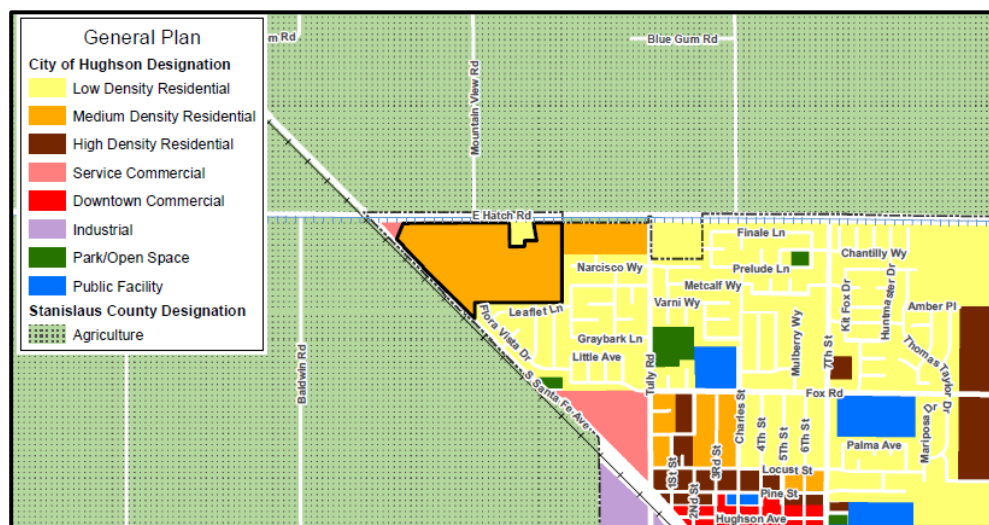
back side of some homes along Leaflet Lane. There is also an existing Medium Density Residential designation north of Narcisco way which is not part of this project.



Should this project not be approved, the current property owners could choose to develop a project that is consistent with the three different land use designations as they exist today. This means that they would be able to build commercial uses on more than a third of the existing property, and medium and low density uses on the remaining two-thirds of the site without Council or Commission approval of the use. The developer may need other approvals or permits from the Council or Commission for the construction of buildings, but they would not need to ask permission to develop the land with conforming residential or commercial uses.

Proposed Land Use Designation

The General Plan Amendment request is to change the Service Commercial and Low Density Residential land use designation (38.28 acres) to Medium Density Residential.



The Medium Density Residential land use designation promotes a mixture of single-family houses, duplexes, triplexes, fourplexes, and townhouses within the same neighborhood. This category is designed to provide a transition between lower density housing and commercial or more urban uses. The designation also ensures that there will be a variety of housing types in Hughson, which is consistent with the original parts of the city. The original areas of the city around downtown and the areas south of Fox Road include a mixture of single-family homes adjacent to more dense housing units and even commercial uses.

As the city experienced development in the early 2000s a stark separation between larger single-family lots uses and more dense uses developed. More recent trends in single-family development in California favor denser development given the cost of land and construction. This trend arrived in Hughson in 2017 with the approval of the Province Place development. Province Place is a 39-unit development on a 4.58-acre site. This development has the density of 8.5 dwelling units per acre. This is a very dense development compared to the developments approved between 2000 and 2008 in Hughson.

The proposed development is a compromise between the large lot single-family subdivisions of the early 2000s and the ultra-dense subdivision of Province Place. The proposed 299-unit subdivision has a density of 5.34 dwelling units per acre. Based on the density allowance for the Low Density land use designation in the General Plan, if this site were to develop as a Low Density Residential use, the maximum density per acre is 5 dwelling units per acre. Given the size of the project property, a development that meets the 5 dwelling units per acre on this site could have 280 homes with even the *lowest* density land use designation. Moreover, the Low Density land use designation allows for a 25 percent increase in units under the Planned Development process per the General Plan. This means that the density on this site could ultimately be 6.24 dwelling units an acre which would translate to 350 units. This is much higher than the proposed 299 units at 5.34 dwelling units per acre. The point of this comparison is to show that the density proposed with the Medium Density designation is right in line with the City's lowest density designation, and that the 299 homes is in line with what could already be built on the site given the current land use designation.

It is important to note that in the year 2000 there were only 3,980 people living in Hughson. Between the years 2000 and 2014, the population increased to 7,118 people. This is a 78% increase in population or about a 5.5% increase in population each year for those 14 years. This time period represents the largest growth period in Hughson's history. Over the last five years, the population has increased to approximately 8,017 people according to the 2019 Department of Finance population estimates. The Housing Element estimates that the population for Hughson will reach approximately 9,500 by the year 2045. The slow growth over the next 15 years is due to the limited land left in the City available for development. The proposed project anticipates adding 1,034 people which is right on track with the Housing Element estimates, as the project site is one of the last large pieces of land available for development in the City. Given

its size, it is reasonable to assume that the development of this site would bring the estimate population to its anticipated peak. While the Euclid Subdivision is under construction at this time, the anticipated individuals moving in to these 69 units have been accounted for in population growth since the project was approved back in 2007, eight years prior to the adoption of the recent Housing Element. Given Hughson's history, the increase of 1,034 residents is relatively minimal compared to the growth that Hughson has experienced in the past.

Before the land use designation can be changed, and the rest of the project can be approved, the Commission and Council need to find that the change in land use designation and the project as a whole, is consistent with the goals and policies of the General Plan and the City's Housing Element.

Need for Housing

California law requires that each City adopt a comprehensive, long-range General Plan, which includes a Housing Element. The Housing Element must identify the jurisdiction's plan for meeting the existing and projected housing needs of all economic segments of the community. As such, the law requires that cities adopt plans and policies that provide opportunities for housing development that foster all different types of housing options for the community. Should cities fall short of supplying their share of the Regional Housing Needs Assessment (RHNA) housing units, future funding sources for things like roads and transportations, could be at risk. There is an expectation that *every city* do their part in meeting housing needs at all income levels. The change to a denser land use designation will allow the City to meet its necessary RHNA numbers by allowing more housing units to be built. The below land use and housing policies from the General Plan and Housing Element all support additional housing types and densities within the City of Hughson:

- **Policy LU-2.3:** New residential neighborhoods will incorporate a mixture of residential types to meet the housing needs of the entire community.
- **Policy LU-3.3:** Residential development within the Medium Density Residential designation should provide a mixture of housing types within the same development.
- **Policy H-1.4:** The City shall ensure that sufficient land is available and zoned at a range of residential densities to accommodate the City's regional share of housing.
- **Policy H-1.4:** The City shall encourage the development of new mixed-income and mixed-use development projects as a means of increasing the housing supply while promoting diversity and neighborhood vitality.

These housing policies in the General Plan encourage the development of a mixture of housing types, styles, and densities in the City. The two different housing types

proposed in this development fulfill this General Plan objective. The General Plan encourages a variety of housing types and styles in order to avoid the visual “sameness” seen in many new subdivisions. The Court Home concept is new to the City and while it will look like a regular street façade at first glance, the façade will actually be varied and provide more depth than a traditional neighborhood street. Including this mixture of housing types also allows for all residents to find more affordable housing as the lots will be smaller, more affordable lots.

Protection of the Downtown Commercial Uses

The change in land use from Service Commercial to Medium Density Residential is also supported by the General Plan. The General Plan has policies that speak to the development of the commercial uses in the Downtown area. Should this site retain its Service Commercial designation rather than Medium Density Residential, 19 acres of commercial uses could be built at the edge of town which would detract activity away from the Downtown. This would be in direct conflict with the efforts the Council has made to develop a strong downtown core. The following General Plan goals and policies support removing the Service Commercial land use designation in favor of another land use designation so as to support and protect the Downtown Core:

- **Goal LU-4:** Enhance the viability of the Downtown and preserve its role as the heart of the community.
- **Policy LU-4.1:** The City will encourage the location and retention of business within the Downtown.
- **Action LU-4.3:** Coordinate with the Hughson Chamber of Commerce and other business organization to enhance the Downtown as the community’s primary commercial area.

It would be detrimental to the Downtown Core to have 19 acres of commercial use at the edge of the City. Bringing people into the City’s core will help all existing and any new businesses thrive. It is in the City’s overall interest to allow the existing site to change its use so that those potential future business uses can be located in the heart of Downtown.

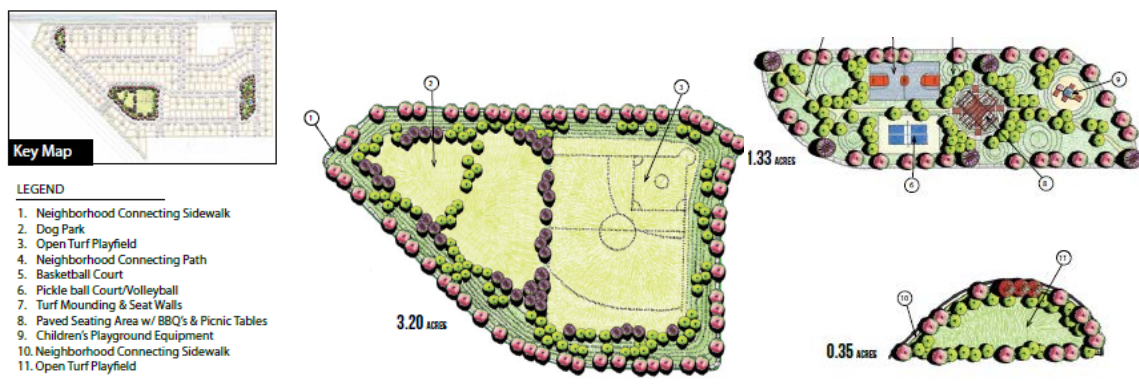
Open Space and Parks

The proposed project also meets various General Plan goals and policies related to open space, pedestrian and bicycle goals, and the preservation of orchard trees. The following goals and policies are related to parks and pedestrian and bicycle amenities:

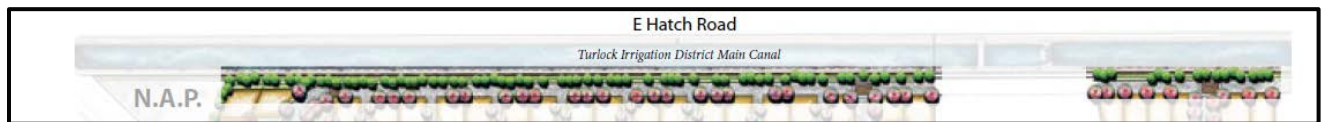
- **Goal C-6:** Provide a bicycle and pedestrian network to encourage bicycling and walking for transportation and recreational purposes.

- **Policy C-6.1:** Safe, attractive and convenient bicycle and pedestrian friendly facilities will be provided to link schools, parks, civic facilities, employment centers, shopping, and downtown as well as provide a viable alternative to the automobile.
- **Policy C-6.4:** New development will be required to provide sidewalks and connections to the community-wide bicycle and pedestrian network.
- **Goal COS-2:** Provide parks, open space, and recreation facilities to maintain and improve the quality of life for Hughson residents.
- **Policy COS-2.1:** New Development will be required to provide adequate parkland at a ratio of five acres per 1,000 residents in accordance with the Quimby Act.
- **Policy COS-2.3:** Where feasible, drainage basis should be built with a contoured or tiered design to optimize the potential for the dual purpose of providing additional recreational opportunities.
- **Policy LU-3.10:** While the City recognizes that there will be a loss of orchard trees as development occurs, new development will be encouraged to design landscaping with mature trees to create a feeling similar to that of an active orchard.

Using the General Plan metric, the project would be required to provide 5.17 acres of parkland for the resulting 1,034 residents. The proposed project includes development of 6.14 acres of open space and park facilities. The facilities are intended to serve the residents of the project and the entire community of Hughson. The proposed project is also being required to zone in park amenities so that the items proposed will actually be constructed. The below illustration provides the required amenities at the three different park locations. The proposed parks will have a dog park, a basketball court, a pickle ball/volleyball court, BBQ areas, seating areas, a play area, and turf areas. The actual placement of the amenities could vary, but these amenities will be put into the development when it is constructed. The main park also serves as the community storm basin.



Facilities for pedestrians and bicyclists are going to be present on the streets adjacent to the south and east sides of the project site, and account for part of the 6.14 acres of green space in the project. Sidewalks will be created along the new streets. A paved walking/jogging path, which is also considered a Class I Bike Trail will be provided along the TID Ceres canal. These facilities will facilitate movement throughout the project and provide connections to the existing neighborhoods. The bike trail is a long-time goal of the city and it is hoped that the trail development will continue all along the canal in the future.



While the City is an agrarian community at its core, the loss of the current orchards was anticipated when this site was annexed into the city, as previously discussed. The applicant will be required to replace trees on site as mitigation for removing the orchards. The project is required to plant at least 560 trees, but the plan is to actually plant a mixture of over 600 trees. This far exceeds the replanting ratio required when orchards are removed in favor of development.

Additional General Plan Policies

The remaining General Plan policies listed below are required of all new development. Each development is required to provide its own infrastructure to adequately serve the residents of the new development. Each project must have adequate circulation, provide all utility connections for sewer and water and to connect to the City's infrastructure.

- **Policy C-2.2:** New development shall provide all improvements necessary to adequately serve the development's traffic access and circulation need, such as roadway improvements, dedications of rights-of-way and reciprocal easements.

- **Policy PSF-7.2:** The approval of new development shall be conditioned on the availability of adequate long-term capacity for wastewater conveyance, treatment and disposal sufficient to serve the proposed development.
- **Policy PSF-7.3:** All new development shall demonstrate to the City that the downstream sanitary sewer system is adequately sized and has sufficient capacity to accommodate anticipated sewage flows.
- **Policy PSF-8.6:** New Development will be required to provide for its stormwater impacts.

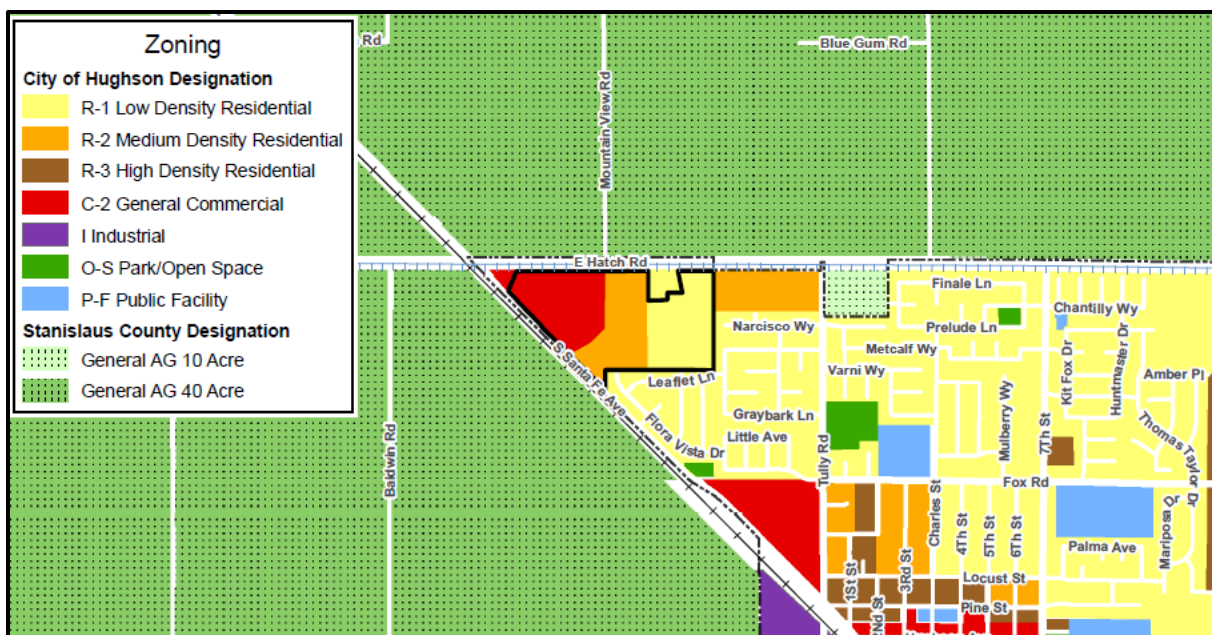
Based on the above conformance to the listed General Plan policies, the proposed change in land use designation and the project as proposed, is consistent with the General Plan and its policies.

The Hughson Municipal Code

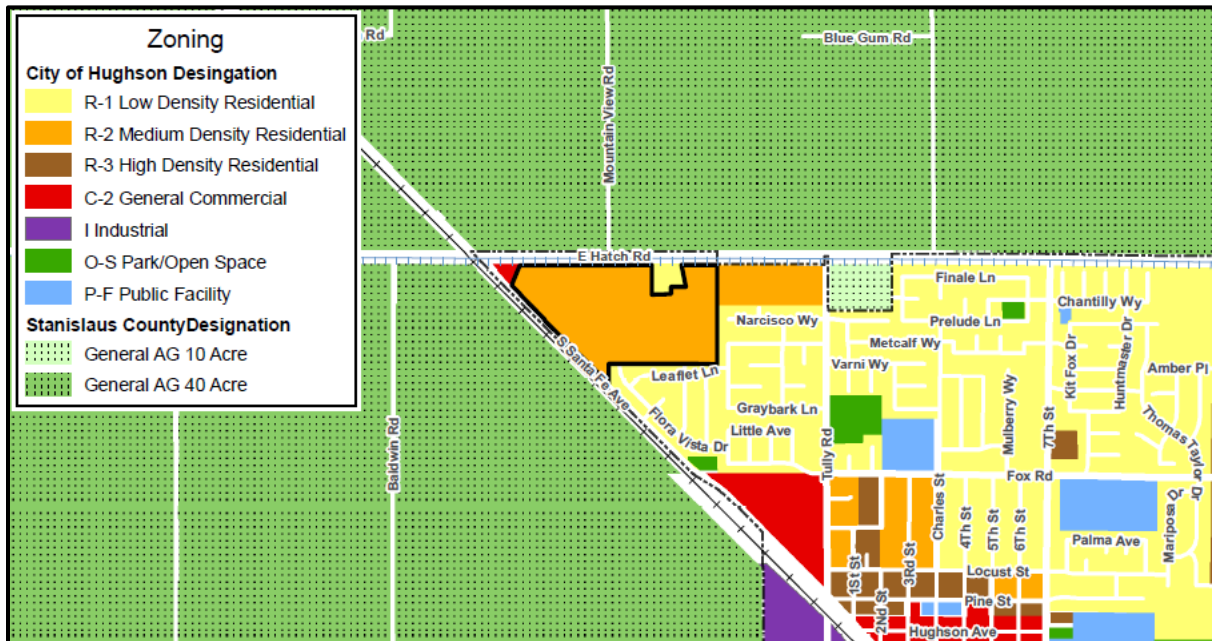
Change in Zoning District

Existing Zoning Districts

The second component of the project is a change in the zoning district designation of the project site. The project site is currently zoned R-1 Single Family Residential (19.28 acres), R-2 Medium Density Residential (17.73 acres), and C-2 General Commercial (19 acres).



The proposed project would change the R-1 and C-2 zoning districts to the R-2 zoning district.



The purpose of the R-2 zoning district is to provide living areas where a compatible mixture of single-family, duplex, triplex, fourplex and townhouse housing will provide a suitable environment for family living to ensure adequate light, air, privacy, and open space for each dwelling and to provide space for community facilities needed to complement urban residential areas. This zoning district is consistent with the Medium Density Residential land use designation. As such, the R-2 zoning district conforms to the General Plan for all of the reasons listed in the above section.

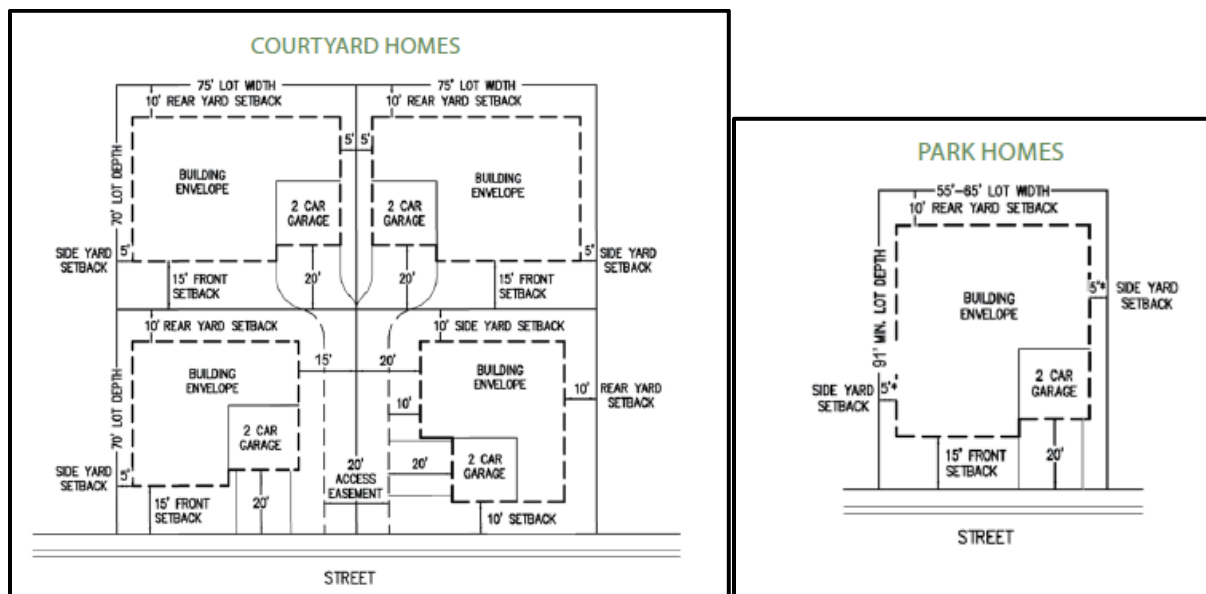
The existing development standards of the R-2 zone in the Hughson Municipal Code are identified in the table below:

Density	5.1 DU/A to 14.1 DU/A
Average Parcel Size	N/A
Front Setback	20 feet
Side Setbacks	5 feet for one story 7 feet for two story
Side Corner	15 feet
Rear	10 feet
Minimum Width (feet)	65 feet corner- single family 55 feet other- single family 70 feet duplex or multi family
Minimum Driveway Length	20 feet
Maximum Height	35 feet

The proposed project is deviating from some of these standards but not all. There is no average lot size requirement for the R-2 district. The lots for the Park Homes will be about 5,000 square feet, and the lots for the courtyard homes will be 5,250 square feet. The overall average lot size is 5,500 square feet. The table below shows the R-2 development standards as they compare to what the project is proposing (in red):

	Existing	Proposed
Density	5.1 DU/A to 14.1 DU/A	5.34 DU/A
Average Parcel Size	N/A	5,500 square feet average
Front Setback	20 feet	15 feet front 20 feet garage
Side Setbacks	5 feet for one story 7 feet for two story	5 feet
Side Corner	15 feet	Maintain line of sight
Rear	10 feet	10 feet
Minimum Width (feet)	65 feet corner- single family 55 feet other- single family 70 feet duplex or multi family	55-65 feet
Driveway Length	20 feet	20 feet
Maximum Height	35 feet	35 feet

The layout of the Court Homes and the Park Homes with their prescribed setbacks are below:



While the proposed project conforms to the density and many of the development standards of the R-2 zoning district, there are still differences between the proposed district and the R-2 zoning district. As such, the proposed project will also need a Planned Development Overlay Zone which will allow for reduced setbacks and design flexibility. A Planned Development Overlay Zone requires a Conditional Use Permit.

Conditional Use Permit: Planned Development Overlay

The Planned Development Overlay Zone (PD Zone) section of the Hughson Municipal code is in 17.02.028. The purpose of the PD Zone is to encourage a creative and more efficient approach to the use of land and to provide greater flexibility in the design of integrated developments that would otherwise not be possible through the strict application of the zoning regulations. A PD Zone may be applied to parcels of land of any size and in any zone that is found to be suitable for the proposed development. The permitted uses of land in a PD zone are any use or combination of uses and densities that allow for a development that conforms to the General Plan. In this instance, it has been demonstrated that the proposed zone change and overall project is consistent with the General Plan. As such the 299 unit subdivision with Court Homes and Park Homes would be an allowable use within a PD Zone.

Per the code, the development standards of the proposed project should conform to the underlying zoning district except where it can be found that the total development will be improved by a deviation from the underlying development standards. What constitutes an improvement is listed in the below findings.

Required Findings for an Overlay Zone:

Any proposed development plan containing any modification in or deviation from the standards required in the underlying zone will result in an improved project which is consistent with the General Plan, including at least one of the following findings:

1. Larger and more desirable open space is being provided, other than that required for public facilities such as storm drain retention basins.
2. Housing for very-low-income, lower-income, moderate-income and senior households is provided that meets the affordability requirements and development standards found in HMC 17.03.016.
3. The project will provide for a greater diversity of housing types including duplex and multifamily residences.
4. Provision of infrastructure or land for the provision of needed public facilities approved by the City Council beyond what would have been required for the development under the site's underlying zoning district.

The proposed project meets the first and fourth finding for an overlay zone. As discussed previously, given the size of the development and the number of assumed people that would be coming to the city, the proposed project would be required to provide 5.17 acres of parkland for the resulting 1,034 residents. The project is proposing 6.14 acres of park land and green space throughout the project site. While the largest park will have the storm drain retention basin for the project, there will still be multiple amenities at this park. Specifically, there will be a dog park, with enough room to have separate areas for both

small and large dogs. In addition to this dual use park, the project proposed two other parks, one that is 1.33 and .35 acres. The 1.33 acre park will have a variety of sports amenities, a seating area, a BBQ area, a play area, and walking paths. The smallest park will have open turf playing area, which is always needed for practice for the different sports teams within Hughson.

In addition to the extra park space, this particular project is proposing a unique housing type for Hughson- the Court Home. This court home concept will have four to six homes off of a single drive. The homes will look and feel like regular single family homes, but the lots will be smaller and thus more affordable to members of the community.

For these reasons, it is recommended that the Commission and Council find that the proposed project meets the requirements of the Planned Development Overlay zone findings.

Design Expectations

In 2004, the City Council adopted Design Expectations that inform developers of the City's expectations for new residential development. The Design Expectations build upon the policies described in the General Plan by providing more specific examples of how to achieve a pedestrian-friendly community that builds on Hughson's traditional character. Prior to submitting a project application, developers are required to complete the Self Certification Checklist contained in the Design Expectations to ensure that each development incorporates the spirit of the desired design principles. This Self Certification for the proposed project is attached to the staff report.

Some of the main General Plan Policies that form the basis of the Design expectations are listed below:

- **Policy LU-3.1:** New development should be compatible with physical site characteristics, surrounding land uses, and available public infrastructure.
- **Policy LU-3.2:** New Development should provide a visually interesting appearance through variations of site and building design and building placement and orientation.
- **Policy LU-3.5:** New Development should be designed to connect to the existing community, through the orientation and design of buildings and vehicular, pedestrian, and bicycle connections.
- **Policy LU-3.6:** New development should not be visually or physically separated from the rest of the community.

Broadly, the proposed development is compatible with surrounding land uses. It is a single-family residential development that is right in-line with the surrounding densities in the neighborhoods immediately adjacent to the project and throughout the city. The

planned design of the overall development encourages walking and biking. The facade of the homes will look and feel like traditional single-family homes, despite the lot size. And most importantly, the new neighborhood will be connected to the existing neighborhoods through the existing street system. There will be enhanced landscaping and paving throughout the development, creating a strong sense of place.

The Design Expectations address a variety of different categories related to these four big concepts above. They are broken up into the following categories:

Orientation to Built Community/Adjoining Development

It is expected that new development will have numerous points of ingress and egress, interconnecting with local streets, bikeways and sidewalks. The proposed project will be connected to the neighborhood to the south and east through two streets, Flora Vista Drive and Estancia Drive. There is also a connection to Santa Fe Avenue. Other streets are planned to be stubbed in the development and when future development occurs to the east of the site, the subdivision will be further connected to the existing neighborhoods. There is also a developed Class I Bike trail at the north of the site that links this area of Hughson to Ceres via the TID Ceres Canal. The subdivision is an open community without gates, and it only has a block wall to attenuate the sound along Santa Fe Avenue. The General Plan consistently stated that new development provide connections to existing development, not close them off. These connections are key in ensuring that this development is not separated from the community, and these continued connections will create a feeling of completeness which is lacking with the current orchards.

The homes that will be constructed will not place any two-story homes adjacent to single-story homes. All homes that are within a half mile radius of the railroad or Hatch Road will have rated assemblies or doors, windows and sliding glass doors.

Orientation to Parks, Public Open Space, and “Edges” of the Community

The homes are designed so that they front the parks and bike trail to keep “eyes on the street” and to serve as a safety mechanism for the community. The homes that face the canal also face the city’s edge which is a more attractive view of the city for those traveling on Hatch Road. The only wall edge is along Santa Fe which is needed given the noise of the railroad.

General Street Widths and Block Lengths

The overall street system is a modified grid system that does not include any cul-de-sacs.

Reduce Vehicle Speeds Through Neighborhoods

There are traffic calming measures in the project like round-a-bouts that will slow traffic to enhance the pedestrian experience as well as special paving features that create

attractive sidewalks for pedestrians. In addition, there are key neighborhood entry points that are highlighted with paving, landscaping and signage.

Encourage Pedestrian Activity In Residential Neighborhoods

There are walking paths at the parks, and all of the streets are connected via sidewalks as well as special paving along crosswalk intersections, highlighting the pedestrian experience. In addition, there are key neighborhood entry points in the subdivision that are enhanced through landscaping and roadway texture.

Enhance the Pedestrian Scale of the Residential Streetscape

Pedestrians are encouraged to walk throughout the subdivision but specifically along the TID Ceres Canal enhanced Class I Bike trail. This area is already a walking path, but the project is enhancing it tenfold. There are also over 600 trees planned for the development which will enhance the pedestrian experience even more. The street trees will be decorative and will provide a nod to the agricultural history of the city and site, and functional by providing a shade canopy to encourage outdoor activity.

Provide Variation in Lot Depths and Lot widths

There is a variation of lot sizes and widths incorporated into the project design.

Street View Walls and Monument Entries/Access

There are plans for an enhanced perimeter entry off of Santa Fe. This entry will not only serve as an entry into the neighborhood, but to the City as well. In addition to the enhanced entry off of Santa Fe, each connecting street from the existing neighborhood to the new development will have enhanced paving and landscaping.

Provide Variation in Building Setback and Streetscape Expression

The four-pack and six-pack configuration of the house creates an inherent variation in house placement and will provide for a varied building front. The different housing types will prevent any repetitiveness in the housing type and placement. The homes will be manipulated to allow for visual interest and bulk and height will be varied.

Building Variety and Type

The Court Homes and Park Homes will provide variation to the street scape that is lacking in many current single family neighborhoods. In addition to the different housing type, each housing type will have one and two story models which will provide even more variety and interest to the streetscape.

Minimize the Impact of Garages and Off Street Parking Areas

In the proposed designs, the garage is not the prominent feature in the facades. The main building is closer to the street and there is articulation of the front facades. The second stories will be located above the garages and will have an added architectural element to them.

Creative Entry Walks and Driveways

Each home has a separate pedestrian entrance to the front door. All driveways are 20 feet in length and will have a contrasting paved surface.

Maximize Porches, Entries, and Courts

All homes face the street, and no court home will be turned inward. The conceptual homes have prominent entryways and there is a clear balance in the appearance of the main house and the garage.

General Architecture

The proposed housing designs are conceptual at this point, but the proposed houses are appropriate in scale and mass. They design concepts highlight rich materials and colors and have a lot of windows to allow for natural light. All mechanical equipment will be located in areas not visible from the street, and all trash can areas will be out of immediate view.

Gateways

There are architectural features that complement the existing landscaping along Santa Fe. The new gateways on the existing streets provide new interest to the street.

PUBLIC OUTREACH

Two community meetings were held on June 25, 2020 from 6:00 pm-6:45 pm and from 7:00 pm-7:45 pm. There were nine people at the first meeting and four people at the second meeting. A total of 91 notices went out the community within 300 feet of the project site. It is required by the HMC that notices are set to individuals within 300 feet of the project boundary. The Planning Commission Hearing was also published in the Hughson Chronicle on July 7, 2020. Another notice will be placed in the paper identifying the date of the Council meeting.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

A Mitigated Negative Declaration (MND) was prepared for the Parkwood Subdivision Project in compliance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines.

The Initial Study prepared in support of the MND identified potentially significant impacts which could be mitigated to less than significant levels. Mitigation measures were developed to lessen the impacts to less than significant. The mitigation measures are included in the Mitigation Monitoring and Reporting Program (MMRP) for the project and are attached to the staff report.

Standard mitigation measures are required to ensure no impacts occur during construction and operation of the project. These mitigation measures include best management practices for construction related air quality impacts, compliance with the California Building Code, erosion control during construction activities, protection of unknown subsurface resources, protection of construction workers, water quality impacts during construction, and impacts to public facilities.

The Draft MND was circulated for public review for 30 days consistent with CEQA Guidelines Section 15132 starting on June 15, 2020 and ending on July 15, 2020. Seven comment letters were received from the following individuals or agencies:

- Hughson Unified School District (HUSD)
- Hughson Fire Protection District
- Email / letter from Gina Oltman
- Email / letter from Michael A. Mitchell
- Email from Robin MacDonald
- Via State Clearinghouse
 - RWQCB
 - Department of Conservation

Many of the comments received focus on potential traffic impacts to the existing neighborhoods and the availability of water and sewer capacity for the new development.

Impacts associated with traffic are discussed in Section XVII of the Initial Study. The transportation analysis is based on the project-specific Traffic Impact Analysis that was completed for the project. The addition of project trips will not result in any location carrying daily volumes in excess of the City of Hughson minimum level of service D goal. The project will add traffic to the local streets south and east of the site. While not an adopted significance criterion, in comparison to the planning level daily volume thresholds typically employed by other communities, the project will not result in any local street carrying volumes that exceed an acceptable level. Additionally, while development of the project will increase the volume of traffic passing through study area intersections, resulting traffic conditions will not exceed the City's minimum LOS D standard. The same holds true during the cumulative traffic condition.

The project includes development of infrastructure (water, sewer, and storm drainage) required to support the proposed subdivision. The project will be served by existing City water, sewer, and storm drainage infrastructure. The existing City laterals and lines currently located in E. Hatch Road and Santa Fe Avenue will be extended to the project

site. The City provides wastewater collection and treatment for the incorporated city and operates a wastewater treatment plant on the northern edge of the city, between Hatch Road and the Tuolumne River. The plant has an existing design capacity for dry weather flows of 800,000 gpd and up to 2.33 mgd for peak wet weather flows. The treatment plant estimated the average flow is currently .6 mgd gpd, leaving 1.73 mgd gpd available for the new development and even future development. There is adequate treatment capacity at the site.

Upon completion of the Well 7 Replacement Project, the City's water supply capacity is expected to be adequate to meet the City's projected water demands at the buildout of the project. The City is currently addressing arsenic and 1,2,3-TCP water quality issues so the City's active water supply wells are in compliance with federal and state drinking water codes. The well supply capacity will not be impacted by the state's groundwater sustainability laws and local basin mitigation plans, and the well supply capacities in single dry and multiple drought years are the same as in normal years. The project applicant will be required to pay water system impact fees to the City totaling \$2,427,581. At buildout the subdivision will contribute \$190,164 annually in water rates. These fees will be used to partially offset capital costs of the City's planned water system improvements and ongoing operation and maintenance of the water facilities.

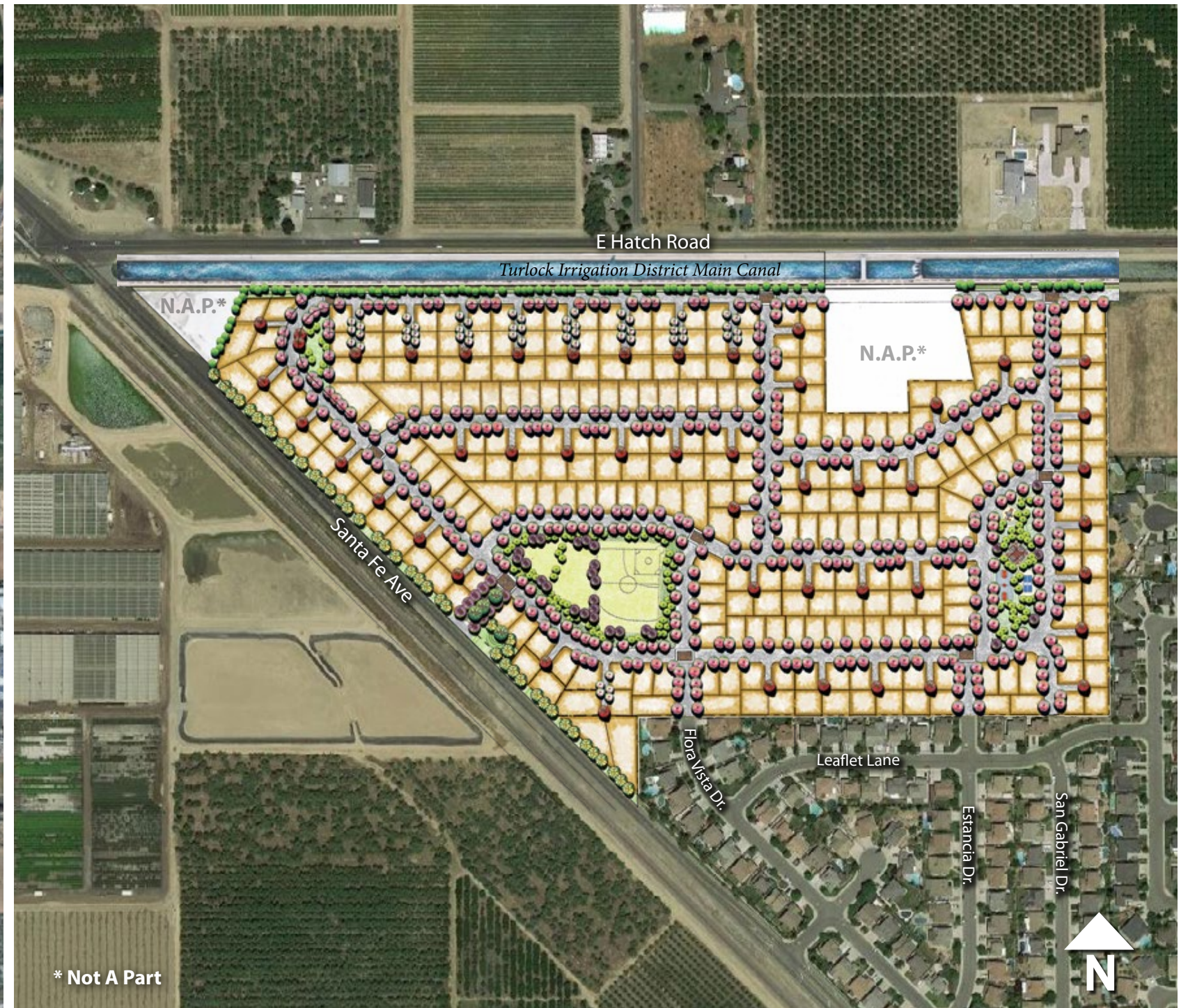
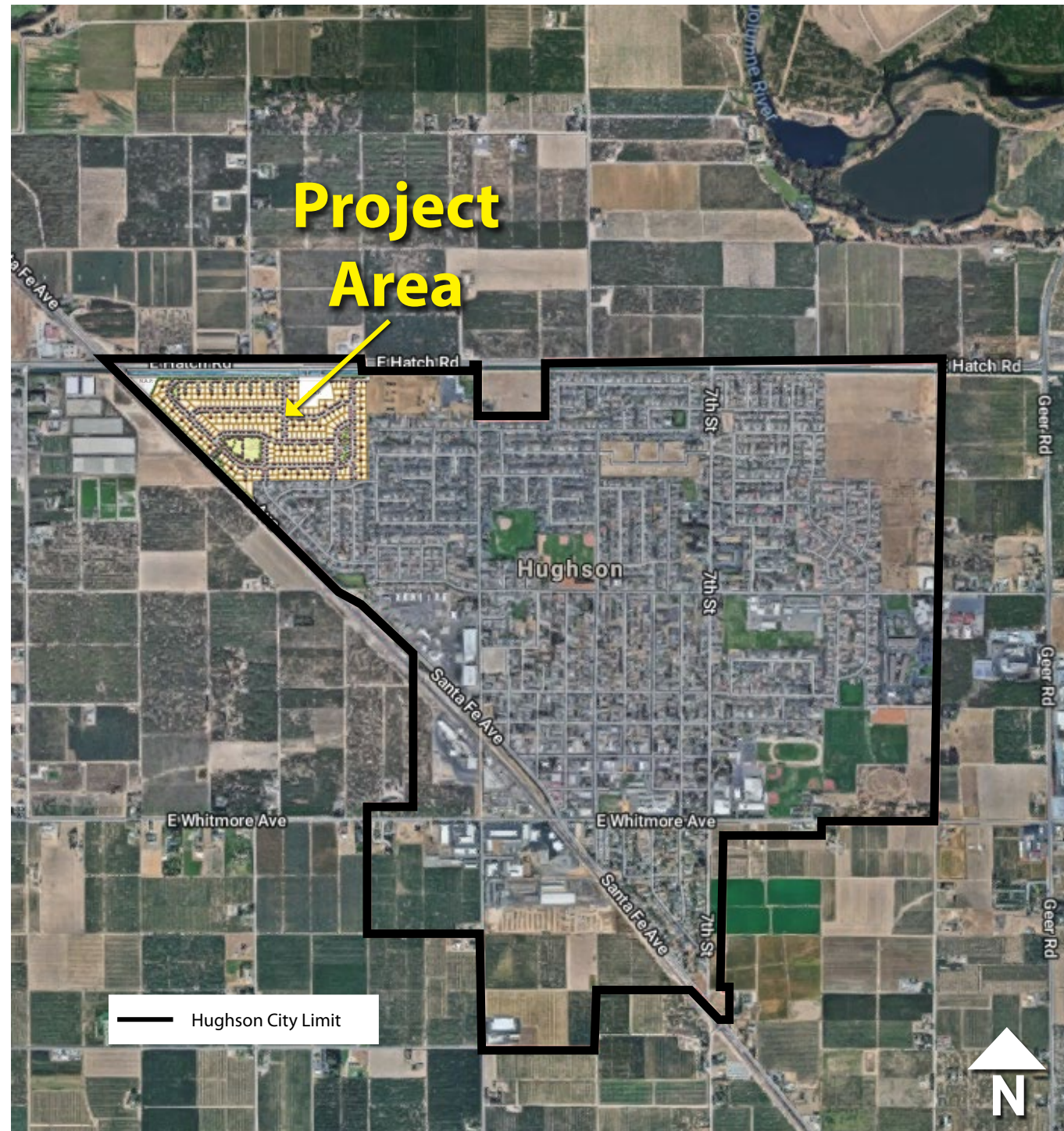
The site is required to install infrastructure that will allow storm water to properly drain from the project site and will not result in downstream flooding or major drainage changes.

Responses to these comment letters are provided in the Final MND. The MND and supporting Initial Study, Responses to Comments Document, and the MMRP are available online at www.hughson.org/planning.



Vicinity Map.....	3
Hughson City Limit & Project Location Map.....	4
Illustrative Site Plan	5
Development Standards.....	6
Tentative Map	7-9
Street Cross-Sections	10
Neighborhood Parks	11
Enhanced Design Standards	12
Wall Plan	13
Parking Plan.....	14





* Not A Part

LAND USE DATA

Lot Count : 299 Single Family Residential (SFR) Lots

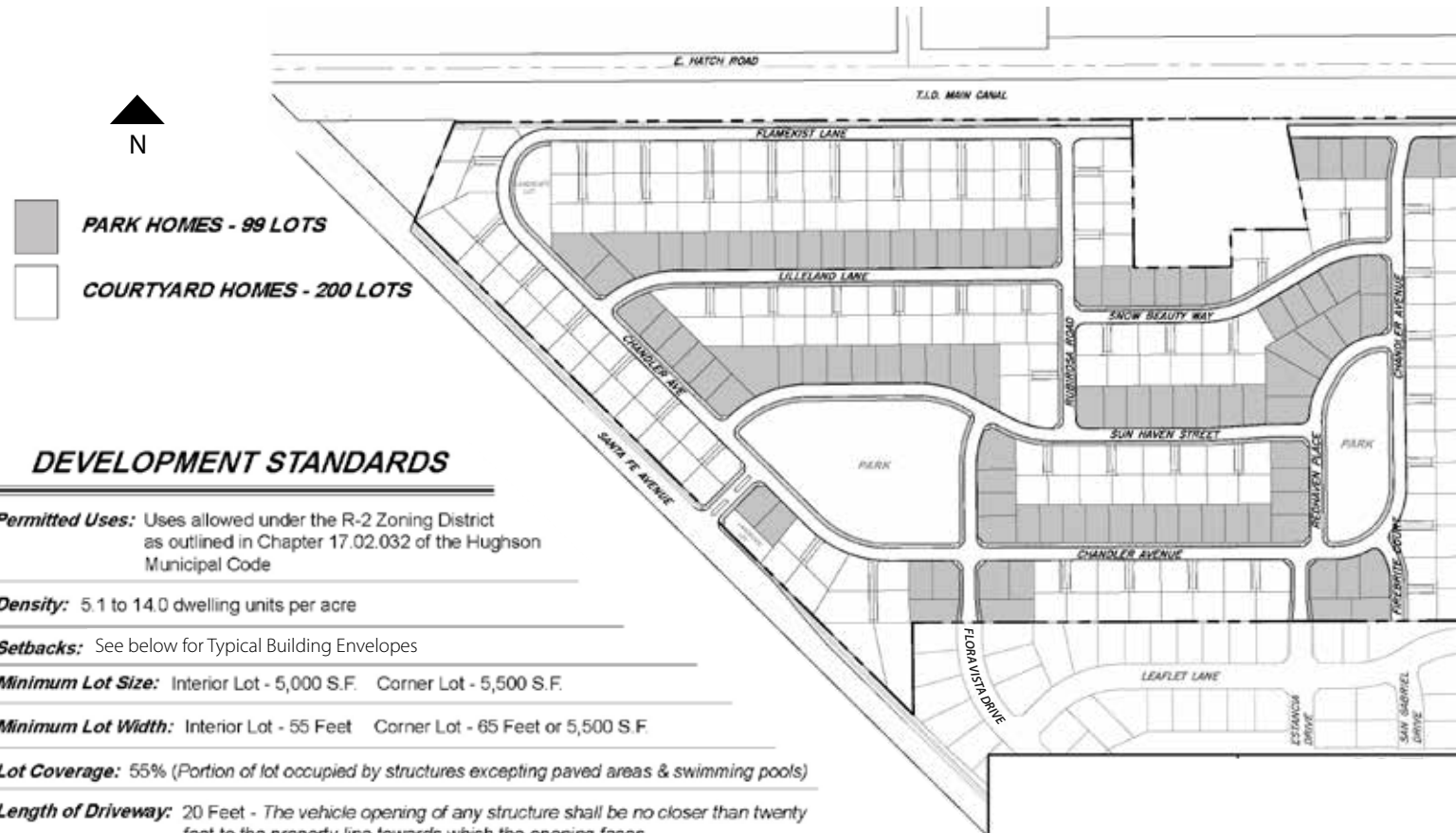
Park Home Lot Size: 5,005 SF
Courtyard Home Lot Size: 5,250 SF
Overall Average: 5,500 SF

Project Acreage: 56.04 Gross Acres

Parks/Open Space: 6.57 Acres

299 SFR lots / 56.04 Gross Acres = 5.33 D.U./Acres





DEVELOPMENT STANDARDS

Permitted Uses: Uses allowed under the R-2 Zoning District as outlined in Chapter 17.02.032 of the Hughson Municipal Code

Density: 5.1 to 14.0 dwelling units per acre

Setbacks: See below for Typical Building Envelopes

Minimum Lot Size: Interior Lot - 5,000 S.F. Corner Lot - 5,500 S.F.

Minimum Lot Width: Interior Lot - 55 Feet Corner Lot - 65 Feet or 5,500 S.F.

Lot Coverage: 55% (Portion of lot occupied by structures excepting paved areas & swimming pools)

Length of Driveway: 20 Feet - The vehicle opening of any structure shall be no closer than twenty feet to the property line towards which the opening faces

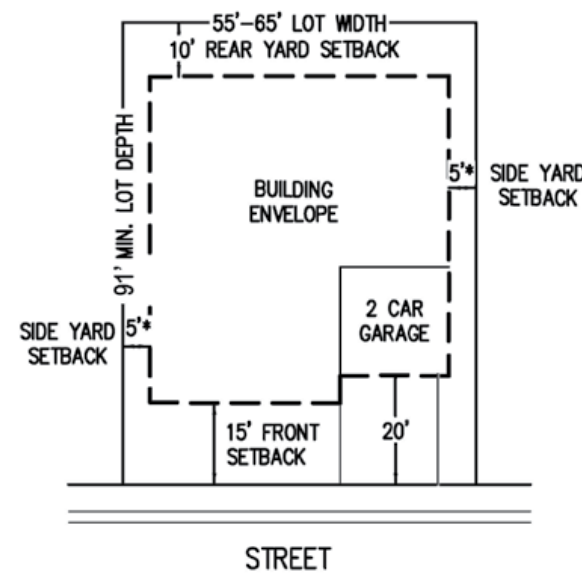
Height Limit: 35 Feet - See Chapter 17.03.020(B) of the Hughson Municipal Code for height limit exceptions

Architecture: Design Review Committee Approval is required prior to construction of any new dwelling in order to ensure an attractive development

Parking: Per the requirements of Chapter 17.03.060 (Parking) of the Hughson Municipal Code

Signs, Lighting & Landscaping: Per the requirements of the Hughson Municipal Code - Type and Style of Lighting and Signage to be equal to or similar to the examples on Sheet 2

Building Envelope PARK HOMES



* STREET SIDE CORNER LOT 10' SIDEYARD SETBACK

Building Envelopes COURTYARD HOMES

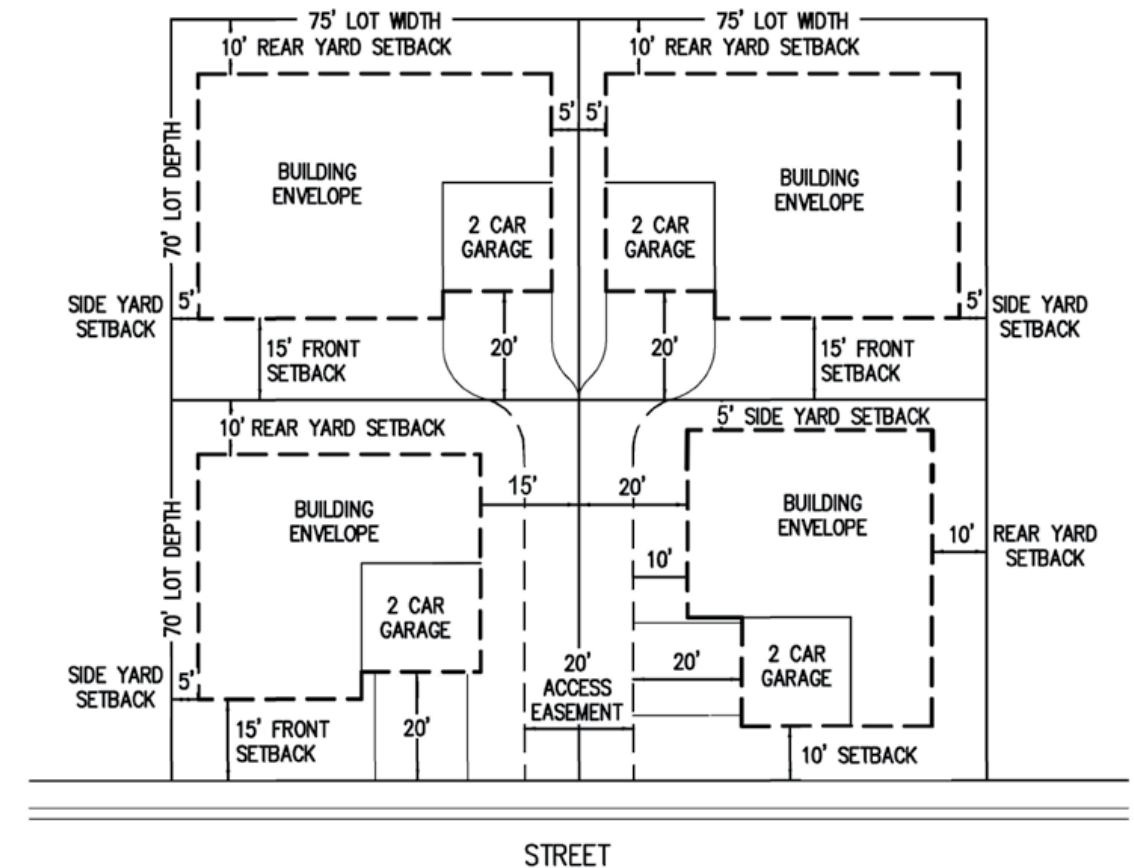




TABLE - PRIVATE ROADS AND OPEN SPACES AND CORRESPONDING LOT NUMBER.

NAME	LOT
PARK/OPEN SPACE	A,B,C,D
CHANDLER AVE	F,M,P
ESTANCIA DR	Q
FIREBRITE CT	R
FLAMEKIST LN	E,N
FLORA VISTA DR	I,J
LILLELAND LN	G
RUBIOSA RD	K
RED HAVEN PL	O
SNOW BEAUTY WAY	L
SUN HAVEN ST	H
TOTAL LOT COUNT	18

PARKWOOD
VESTING TENTATIVE SUBDIVISION MAP
HUGHSON, CALIFORNIA
BEING A PORTION OF NORTH WEST QUARTER OF SECTION 9,
TOWNSHIP 4 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN
COUNTY OF STANISLAUS, STATE OF CALIFORNIA

0 62.5 125 250
SCALE 1" = 80'

VICINITY MAP
NTS

GENERAL NOTES

- PROPERTY LOCATION: HUGHSON, CALIFORNIA 95326
- ASSESSOR'S PARCEL NUMBERS: 018-017-002, 018-017-010 & 018-017-014
- PROJECT AREA: 56.04 ± ACRES
- EXISTING USE: AGRICULTURE
- PROPOSED USE: PLANNED DEVELOPMENT SINGLE-FAMILY RESIDENTIAL, PARKS AND OPEN SPACE.
- EXISTING ZONING: R-1, R-2 & C-2
- PROPOSED ZONING: R-2 MEDIUM DENSITY RESIDENTIAL WITH A PLANNED DEVELOPMENT OVERLAY
- NUMBER OF RESIDENTIAL LOTS: 299
- SANITARY SEWER: CITY OF HUGHSON - CONNECT TO EXISTING SEWER SYSTEM
- STORM DRAIN: CITY OF HUGHSON - DETENTION BASIN AND DISCHARGE TO TID CANAL
- WATER SERVICE: CITY OF HUGHSON - CONNECT TO EXISTING WATER SYSTEM
- ELECTRICAL: TURLOCK IRRIGATION DISTRICT (TID)
- GAS SERVICE: PACIFIC GAS & ELECTRIC
- TELEPHONE SERVICE: SBC
- FIRE PROTECTION: HUGHSON FIRE PROTECTION DISTRICT
- SCHOOL DISTRICT: HUGHSON UNIFIED SCHOOL DISTRICT
- FLOOD ZONE: ZONE X - OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN
- ALL IMPROVEMENTS SHALL BE CONSTRUCTED AS PER THE CITY OF HUGHSON STANDARD SPECIFICATIONS.
- ALL EXISTING EASEMENTS IN CONFLICT WITH NEW DEVELOPMENT TO BE ABANDONED AND/OR RELOCATED.
- EXISTING STRUCTURES WITHIN THE PROJECT BOUNDARY SHALL BE REMOVED ACCORDINGLY.
- EXISTING CONTOURS ARE SHOWN AT 2' INTERVALS AND WERE DEVELOPED FROM A PRELIMINARY TOPOGRAPHY SURVEY PREPARED BY MVE.
- THE SUBDIVIDER HEREBY RESERVES THE RIGHT TO FILE "MULTIPLE FINAL MAPS" AS SET FORTH BY THE SUBDIVISION MAP ACT, ARTICLE 4, SECTION 66456.1.
- A PUE WILL BE DEDICATED ALONG ALL STREET, LANE AND COURT FRONTAGES FOR ELECTRICAL, GAS, TELECOMMUNICATIONS AND CABLE FACILITIES. ALL IMPROVEMENTS SHALL BE CONSTRUCTED AS PER THE CITY OF HUGHSON STANDARD SPECIFICATIONS.
- STREET LIGHTING SHALL BE INSTALLED AS PER DECORATIVE LIGHTING DESIGN AND CITY SPECIFICATION AS APPLICABLE.
- TOTAL NO. OF LOTS: 317 LOTS, LOT A, LOT B, AND LOT D TO BE DEDICATED TO THE CITY OF HUGHSON AS PARK USE. LOTS C THROUGH R, EXCLUDING LOT D, TO BE DEDICATED TO AND MAINTAINED BY A HOA AND/OR CPO.
- ALL NEW PUBLIC UTILITIES SHALL BE INSTALLED UNDERGROUND WITHIN THE CITY RIGHT-OF-WAY OR WITHIN A PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY. NO UNDERGROUNDING OF EXISTING UTILITIES WILL BE REQUIRED ALONG THE TID CANAL OR ALONG SANTA FE AVENUE.
- THE PROPERTY LINE DISTANCES AND BEARINGS AND ALL OTHER DIMENSIONS SHOWN ON THIS MAP WERE COMPILED BY TITLE REPORT DATA, RECORD MAPS, DEEDS AND STANISLAUS COUNTY RECORDS AND DOES NOT REFLECT AN ACTUAL BOUNDARY SURVEY.
- SANTA FE AVENUE IMPROVEMENTS AND RIGHT-OF-WAY TO BE DEDICATED TO THE CITY OF HUGHSON.
- ALL PRIVATE STREETS TO HAVE A P.U.E. OVERLAY FOR PUBLIC UTILITIES.

REGULATORY AGENCY
CITY OF HUGHSON
7018 PINE STREET
HUGHSON, CA 95326
PH: (209) 883-4054

PROPERTY OWNER / SUBDIVIDER
HUGHSON PARKWOOD, LLC
1117 L STREET
MODESTO, CA 95354
PH: (866) 526-4214

CIVIL ENGINEER
MVE, INC.
1117 L STREET
MODESTO, CA 95354
PHONE: (209) 526-4214
CONTACT: DEREK MARTIS, P.E.

BENCHMARK
BRASS CAP 4510-9-1A STANISLAUS COUNTY 1984 N.E.
CORNER OF BRIDGE DECK OVER CERES MAIN CANAL @
TULLY ROAD AND HATCH ROAD.
ELEVATION = 124.96, CITY OF HUGHSON DATA.

LEGEND

- 115 EXISTING CONTOURS (MAJOR)
- 114 EXISTING CONTOURS (MINOR)
- EXISTING EASEMENTS
- EXISTING PARCEL LINES
- EXISTING WATER LINE
- EXISTING STORM LINE
- EXISTING SEWER LINE
- EXISTING OVERHEAD LINE
- EXISTING GAS LINE
- PROPOSED EASEMENTS
- PROPOSED LOT LINES
- PROJECT BOUNDARY

PARKWOOD
VESTING TENTATIVE SUBDIVISION MAP
BEING A PORTION OF NORTH WEST QUARTER OF SECTION 9,
TOWNSHIP 4 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN
COUNTY OF STANISLAUS, STATE OF CALIFORNIA

Drawn By: TL
Issue Date: 7/13/2020
Job No.: NC18039
Checked: DAM
Design By: TL

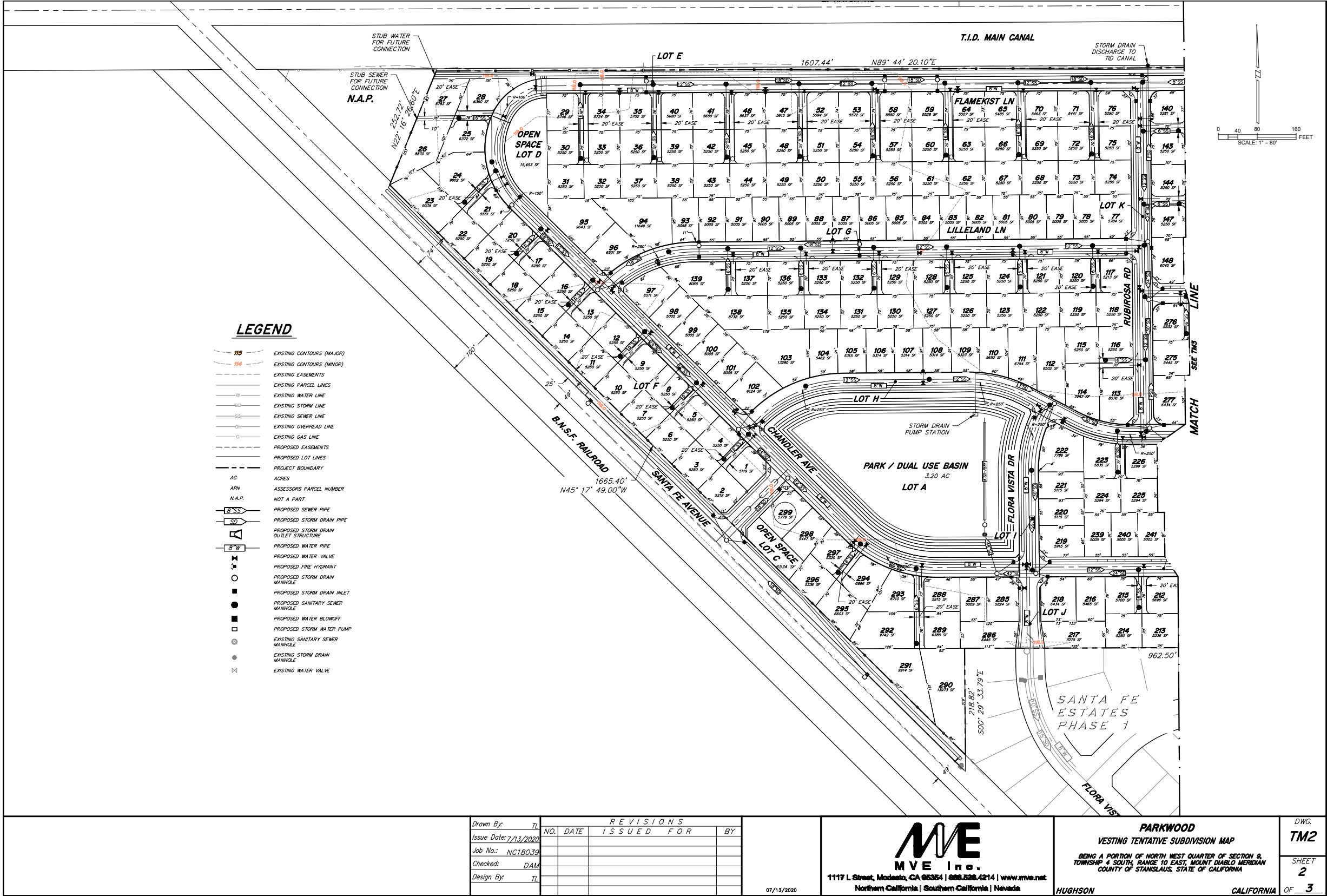
NO. DATE ISSUED FOR BY

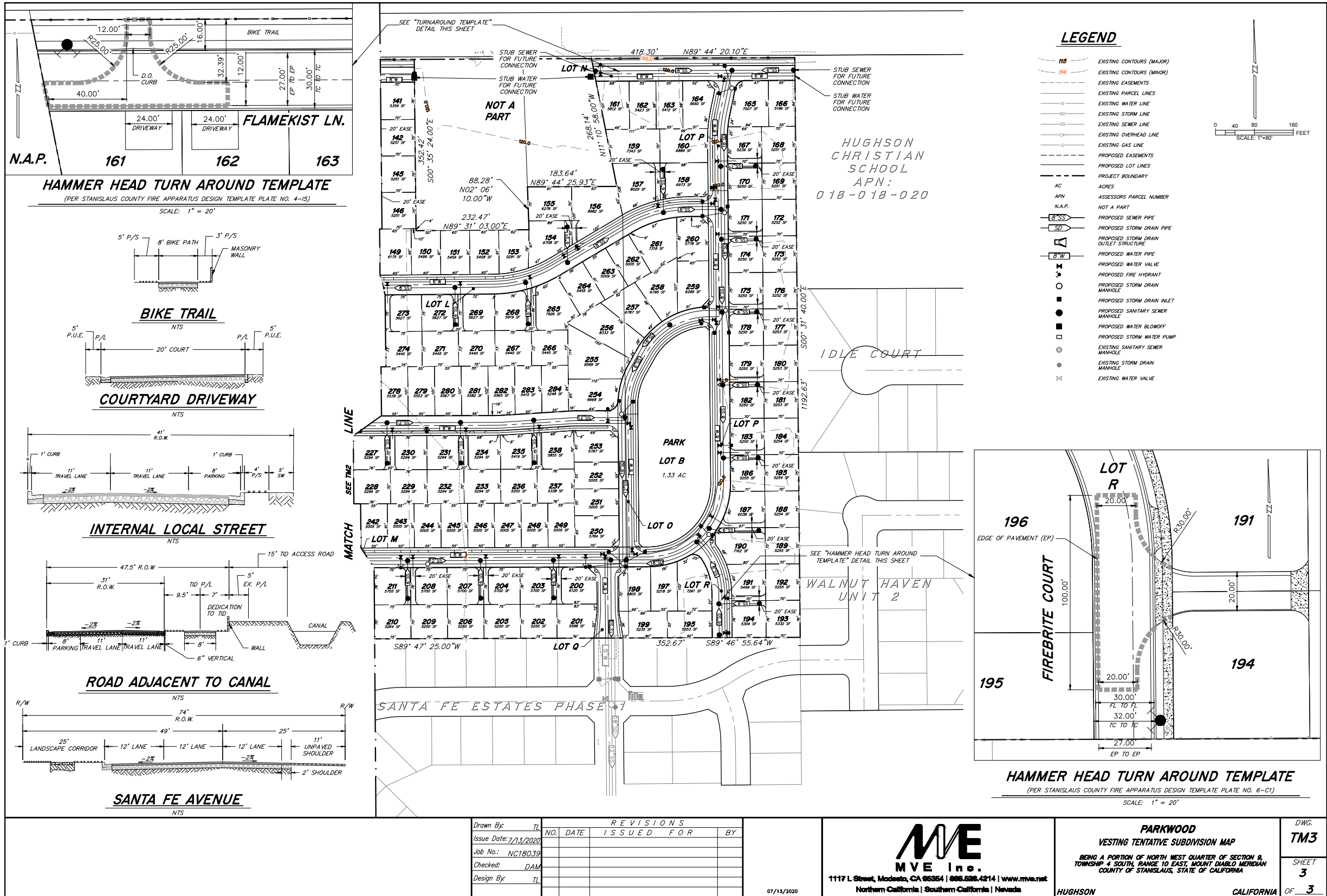
07/13/2020

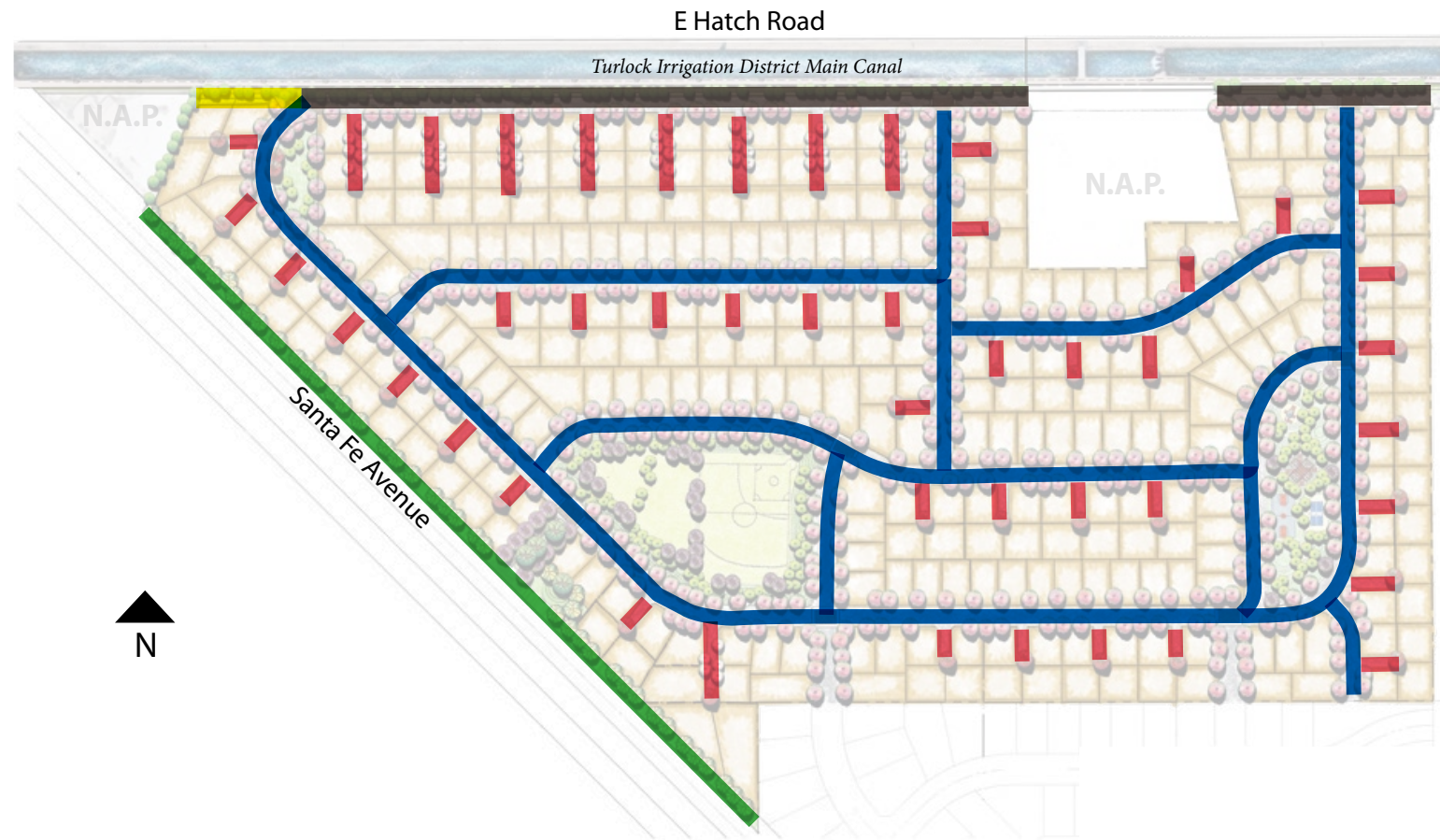
MVE Inc.
1117 L Street, Modesto, CA 95354 | 888.526.4214 | www.mve.net
Northern California | Southern California | Nevada

PARKWOOD
VESTING TENTATIVE SUBDIVISION MAP
BEING A PORTION OF NORTH WEST QUARTER OF SECTION 9,
TOWNSHIP 4 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN
COUNTY OF STANISLAUS, STATE OF CALIFORNIA

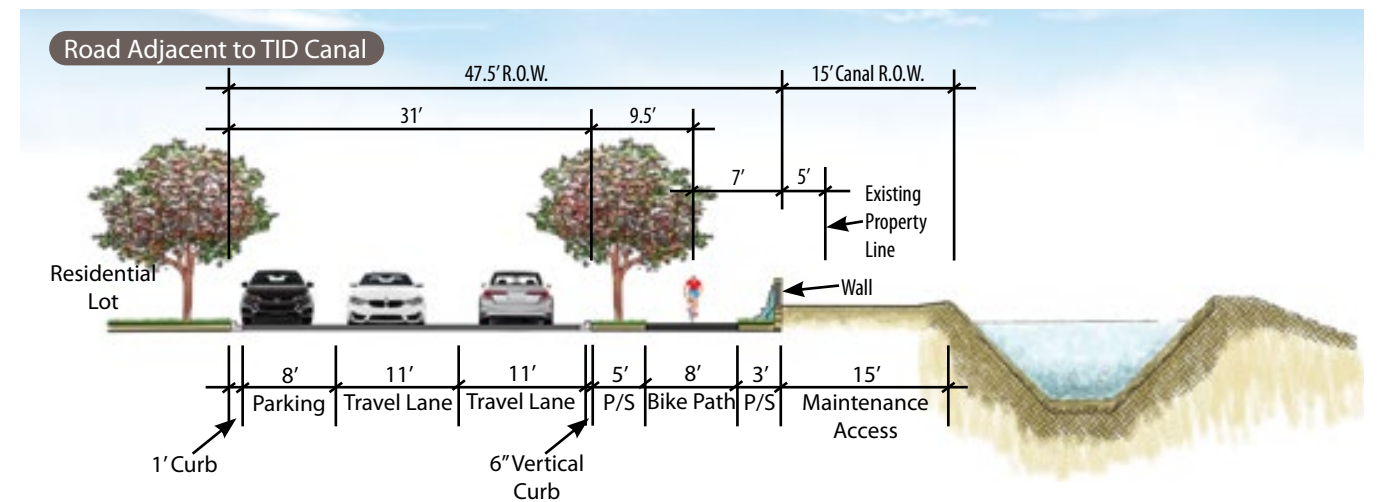
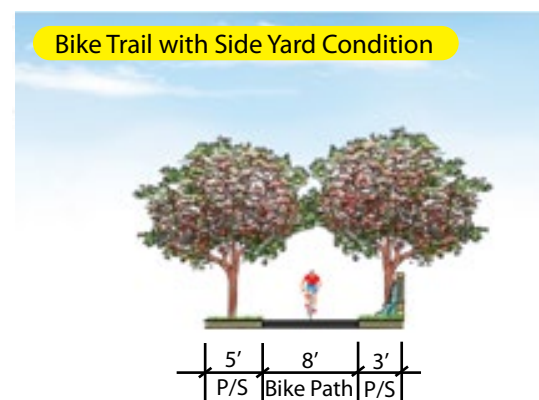
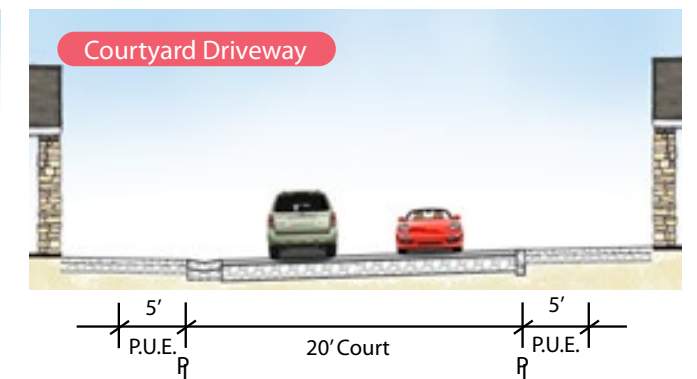
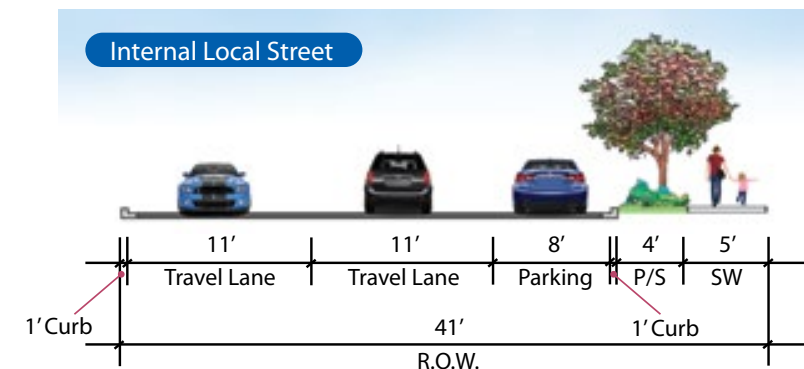
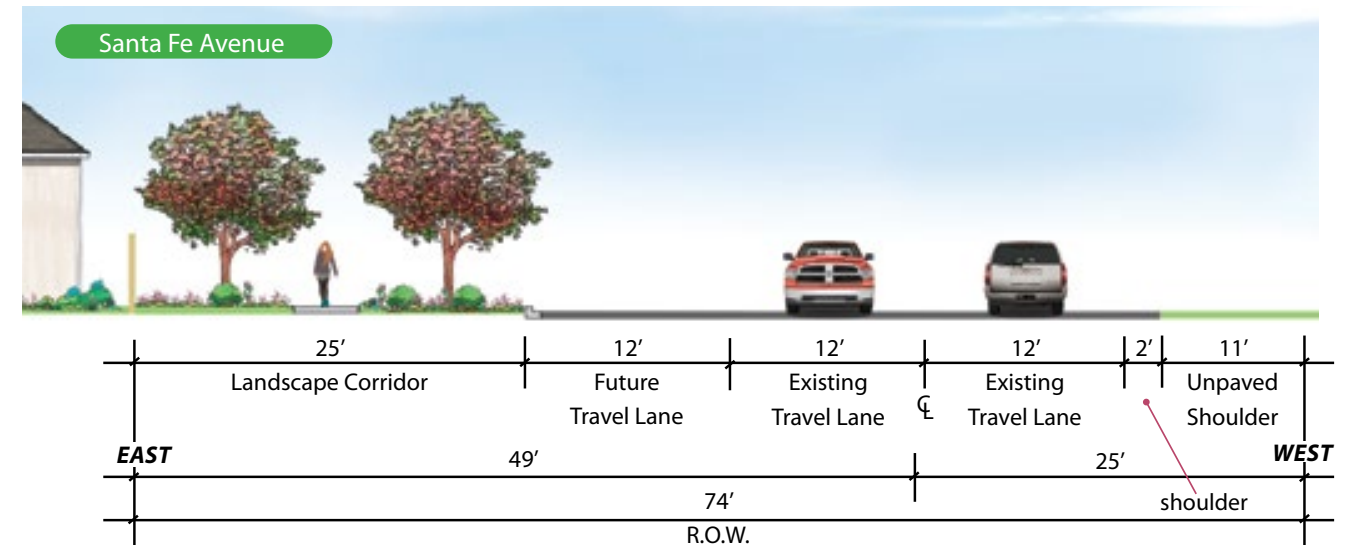
DWG. TM1
SHEET 1
OF 3





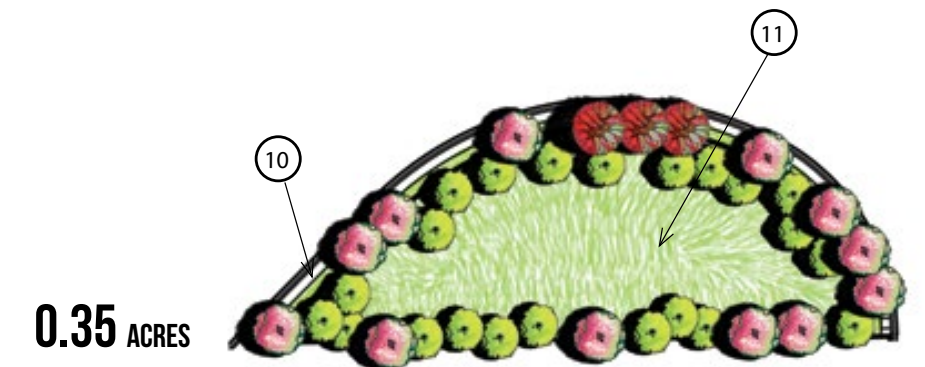
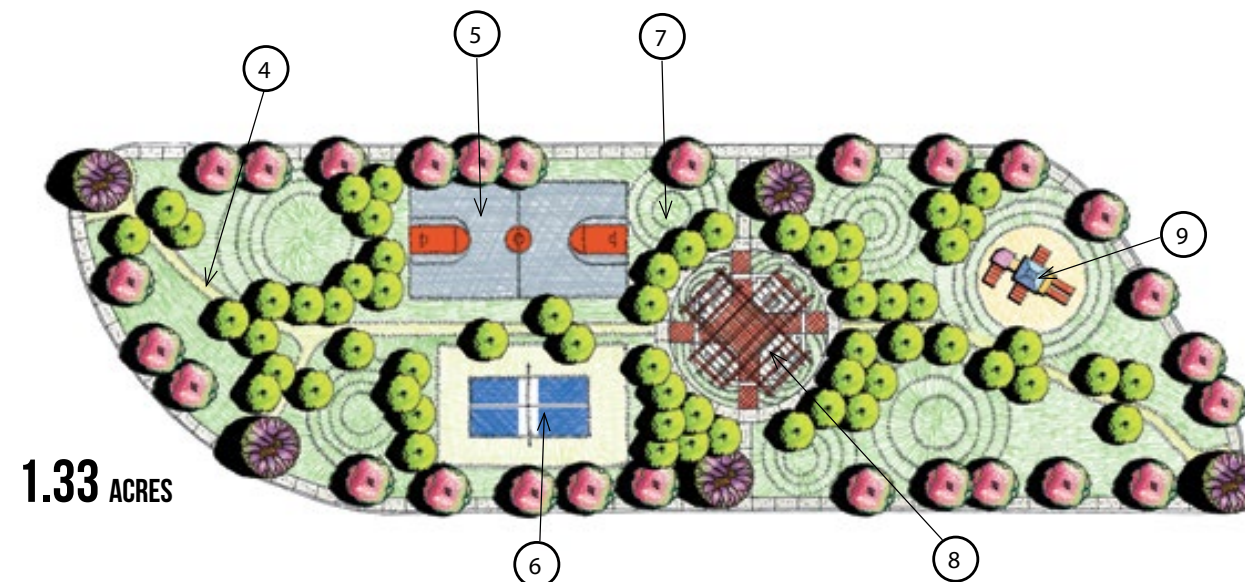
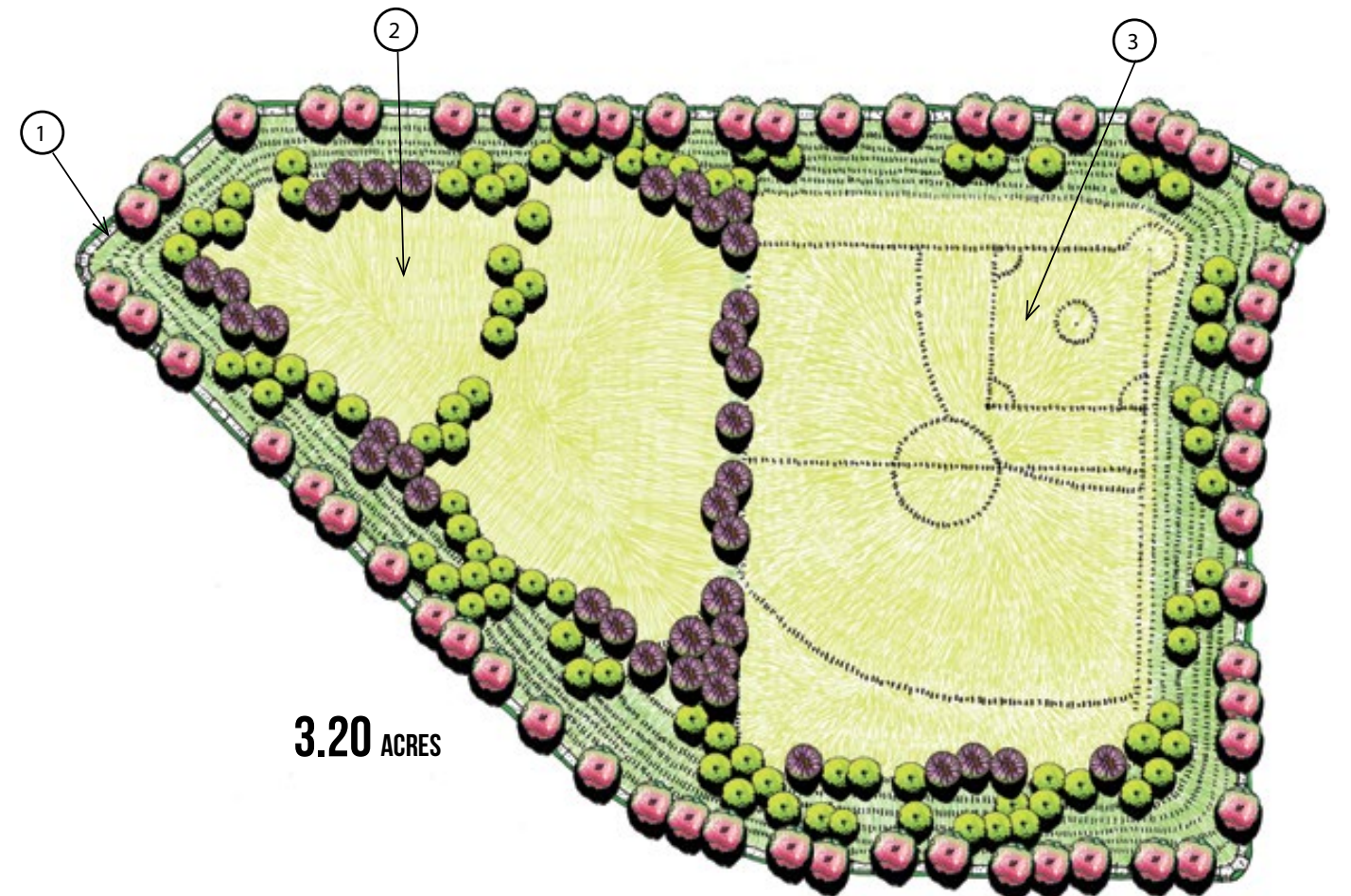


- Santa Fe Avenue
- Internal Local Street
- Courtyard Driveway
- Road Adjacent to TID Canal
- Bike Trail with Side Yard Condition



LEGEND

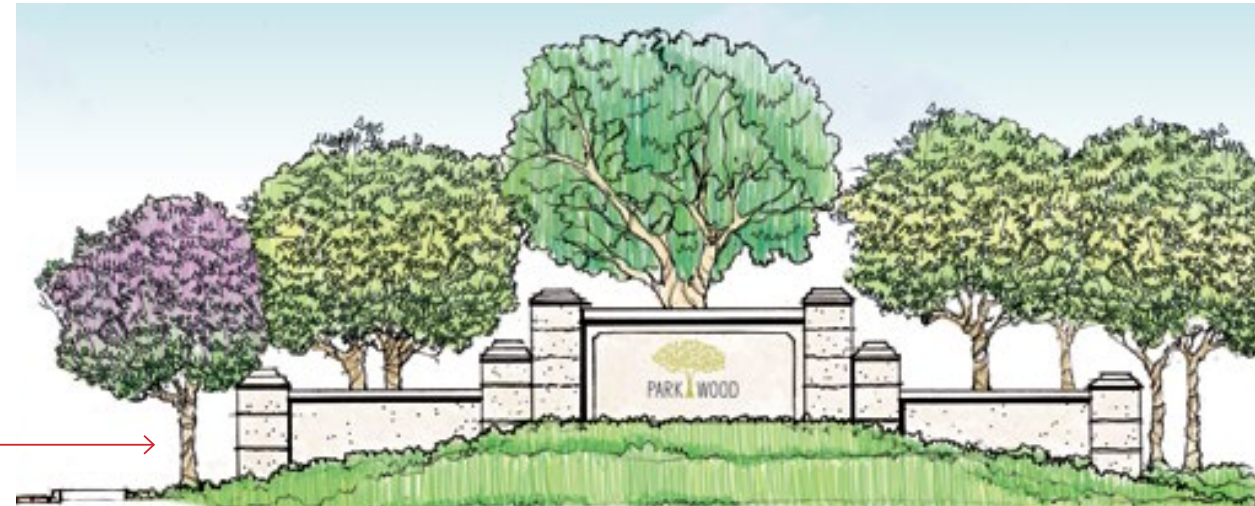
1. Neighborhood Connecting Sidewalk
2. Dog Park
3. Open Turf Playfield
4. Neighborhood Connecting Path
5. Basketball Court
6. Pickle ball Court/Volleyball
7. Turf Mounding & Seat Walls
8. Paved Seating Area w/ BBQ's & Picnic Tables
9. Children's Playground Equipment
10. Neighborhood Connecting Sidewalk
11. Open Turf Playfield



NOTE: Images are for illustrative purposes to provide character to the overall project. Developer may propose alternative designs that provide similar character subject to approval by the Community Development Director.



Santa Fe Avenue Entrance



Entryway Monument Sign



Decorative Street Lighting

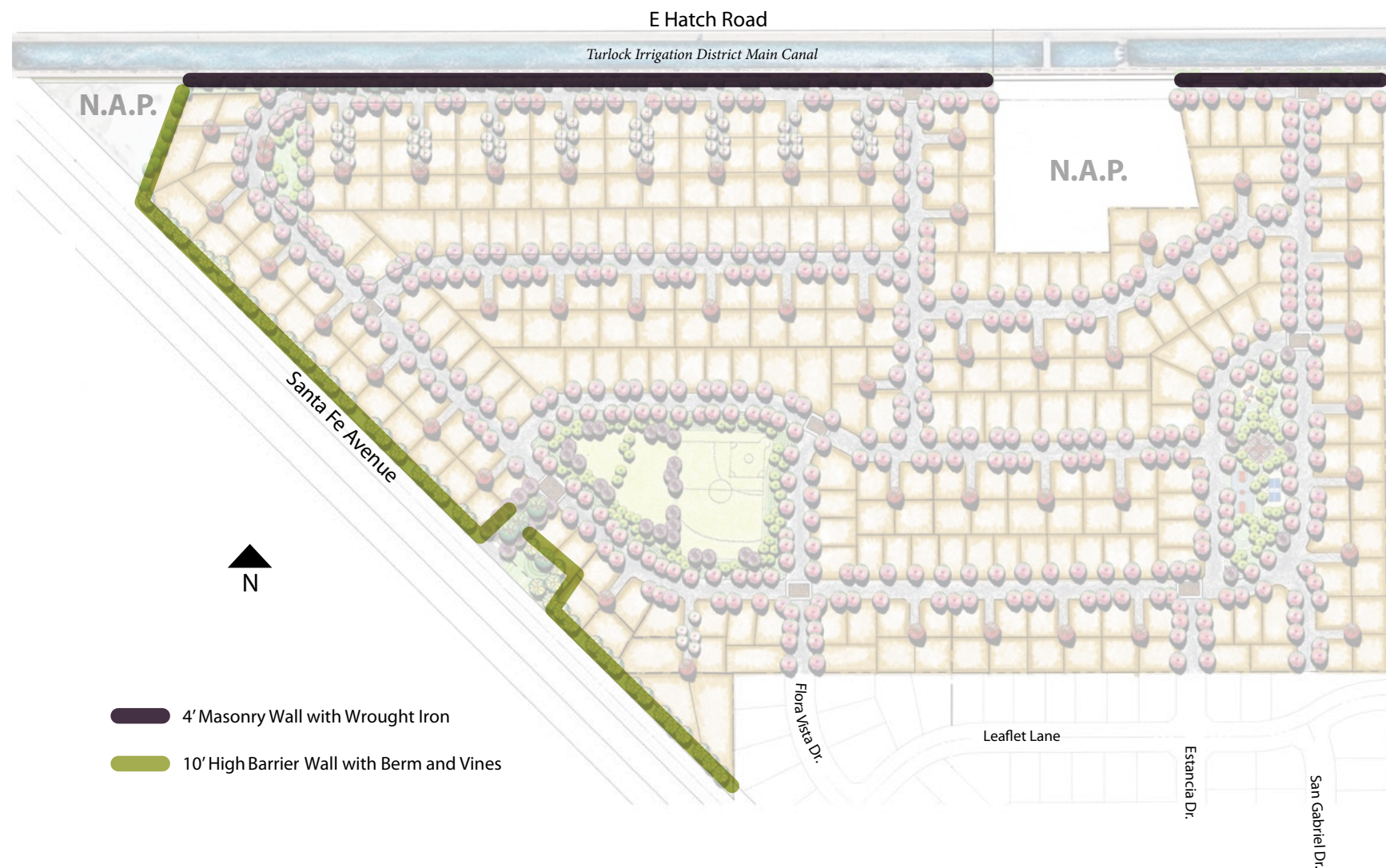


Decorative Street Signage

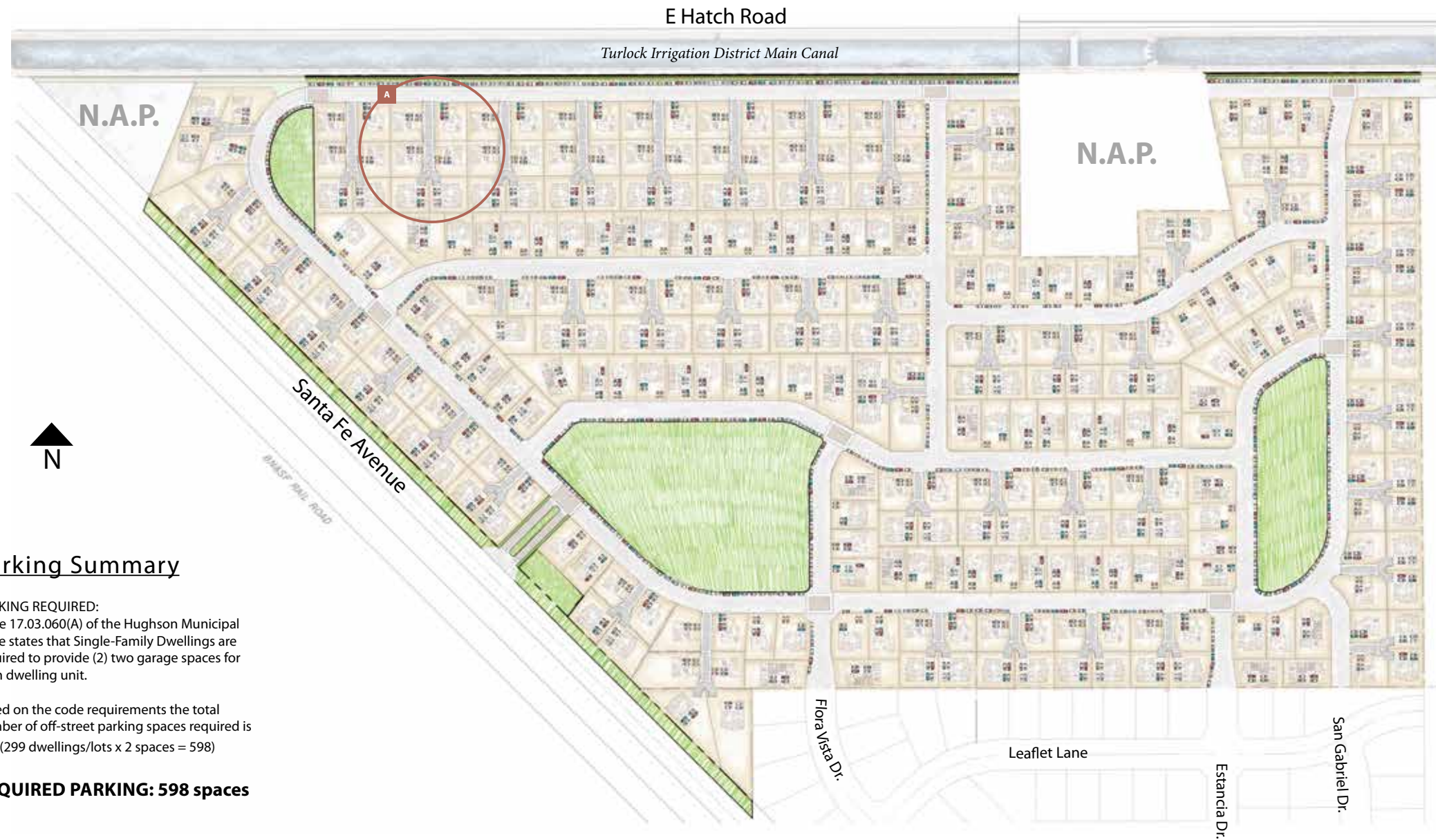


Decorative Stop Sign & Street Sign

NOTE: Images are for illustrative purposes to provide character to the overall project. Developer may propose alternative designs that provide similar character subject to approval by the Community Development Director.



NOTE: Images are for illustrative purposes to provide character to the overall project. Developer may propose alternative designs that provide similar character subject to approval by the Community Development Director.



Parking Summary

PARKING REQUIRED:
Table 17.03.060(A) of the Hughson Municipal Code states that Single-Family Dwellings are required to provide (2) two garage spaces for each dwelling unit.

Based on the code requirements the total number of off-street parking spaces required is 598 (299 dwellings/lots x 2 spaces = 598)

REQUIRED PARKING: 598 spaces

PARKING PROVIDED:
Each proposed Single-Family Dwelling will provide (2) two required parking spaces within the garage. Additional parking is available for guests/visitors, both on-street and within the driveway areas.

OFF-STREET PARKING PROVIDED: 1,224

ON-STREET PARKING PROVIDED: 455

PARKING PROVIDED: 1,679



**CONDITIONS OF APPROVAL
PARKWOOD DEVELOPMENT PROJECT**

1. **Acceptance of Conditions.** Applicant accepts these conditions and agrees to be bound by, to comply with all things required of or by the applicant pursuant to all of the terms, provisions, and conditions of this approval and all other approvals related to the Parkwood Development project.
2. **Implementation of Conditions.** The Project Proponent is responsible for ensuring that any contractor, subcontractor, employee, or agent of the Project Proponent is aware of and implements all measures set forth in these conditions.
3. **MMRP.** The project is subject to all conditions listed in the Mitigation Monitoring and Reporting Program. Project Proponent is responsible for ensuring that any contractor, subcontractor, employee, or agent of the Project Proponent is aware of and implements all measures set forth in these conditions.
4. **Conformance to Approved Map.** Development of the site shall conform to the approved Vesting Tentative Map File No. 20-01 plans entitled "Parkwood Vesting Tentative Map" dated July 12, 2020, on file with the Community Development Department with the exception of any subsequently approved changes.
5. **Expiration of Map.** This Vesting Tentative Map shall automatically expire 10 years from the date the Development Agreement becomes effective.
6. **Approval Agreement.** It is understood and agreed upon, that whenever approval of the City Engineer is required, whether by these Conditions, Improvement Plans, or otherwise, the approval of the Community Development Director and/or Building Official shall also be required.
7. **Indemnification.** Project Proponent shall defend indemnify, and hold harmless City and its elected and appointed representatives, officers, agents and employees against actions arising out of such personal injury, death, or property damage or destruction which is caused, or alleged to have been caused, by reason of Project Proponent's activities in connection with the project described in the map to which these conditions are attached ("Project"). Project Proponent further agrees to defend, indemnify and hold harmless City and its elected and appointed boards, commissions, representatives, officers, agents and employees from any and all claims, actions or proceedings brought against City or any of them to attach, set aside, void, or annul any approval of City or any of them concerning the Project which action, claim or proceeding is brought within the time limit specified in California Government Code section 66499.37, or the sufficiency of environmental review pursuant to CEQA.

- a. The above-referenced indemnification and hold harmless requirement shall apply only if the City shall promptly notify the Project Proponent of any claim, action or proceeding, and cooperates fully in the defense of any such claim, action, or proceeding.
 - b. The City does not, and shall not, waive any rights against Project Proponent which it may have by reason of the aforesaid hold harmless agreement, or because of the acceptance by City, or the deposit with City by Developer of any of the insurance policies described herein.
8. **Fees.** Ministerial fees, including without limitation, application, processing and inspection fees, Agreement shall apply to the Project provided that: (1) such fees, standards and specifications apply to all works within the City; (2) their application to the Project Site is prospective only as to applications for building and other development permits or approvals not yet accepted for processing; and (3) their application would not prevent development in accordance with these conditions. Notwithstanding any Project Approvals to the contrary, the City may charge, and Project Proponent shall pay all ministerial fees (for example, processing and inspection fees), collected at the building permit stage or other approval stage for subsequent site specific approvals, building permits and other similar permits which are in force and effect on a City-wide basis at the time application is submitted for such permits. Such ministerial fees do not include impact fees or other discretionary fees collected prior to the building permit stage or other approval stage.
9. **Payment timing.** Project Proponent shall pay to City, within thirty (30) days of submission of any invoice, detailing all the work done and costs charged to the City, costs incurred by City for services performed by City Attorney in drafting, negotiating, or in any other way connected with, this project, at the current rate charged, and by the City Engineer in reviewing and approving maps, improvement plans, or in any other way connected with, the Project, at the rate charged the City by the City Engineer.
10. **Fee Deposit.** Project Proponent shall reimburse the City for all engineering, inspection, legal, and administrative expenses, incurred or to be incurred by the City in connection with this development, including expenses incurred through the use of outside consultants and additional inspectors, where necessary. An account with the City for costs associated with the processing for the project will be established by Project Proponent. At the time of submission of the improvement plans for the project, the Project Proponent shall deposit funds sufficient to raise said account to the total of \$25,000. The City shall account to Project Proponent for all expenses for which reimbursement is claimed, providing copies of all back-up materials in a timely manner, and shall return any portion of said deposit in excess of the actual amount of expenses incurred. If, in the judgment of the City Manager, it appears that the amount deposited shall not be sufficient to cover all expenses, Project Proponent shall, within 15 days after written request from City, make an additional deposit of funds in an amount determined by the City Manager to

be sufficient to make up the deficiency. At no time after submission of improvement plans shall the balance of the deposit fund be less than \$5,000. The need for the maintenance of this account shall cease upon; 1) compliance with all tentative map conditions, 2) compliance with all of the provisions of subdivision improvement agreements for the project, 3) compliance with all mitigation measures set forth in the mitigation monitoring plan, 4) acceptance of the subdivision, and 5) 90 days after completion of construction, all final inspections and final acceptance by the city of all improvements.

11. **Notice of Determination (NOD).** Prior to issuance of a Notice of Determination, the appropriate filing fee, made payable to the "Stanislaus County Clerk/Recorder", shall be verified as received by the Planning Department. Payment is required within two days of City Council approval. Should the finding of a NOD be found invalid for any reason, the applicant will be responsible for Resource Agency fee.
12. **Park Amenities.** The Project Proponent shall provide the park amenities as described in Exhibit I of the Development Agreement and further described in Article 6, Section 6.05 of the Development Agreement. Any substituted park amenity must be approved by the Community Development Director prior to Final Map approval.
13. **Mailboxes.** The Project Proponent shall prepare and submit a design for the installation of mail drop-off boxes within the subdivision and submit the same to the Postmaster for initial approval. The approved plan shall thereafter be submitted to the City for review and approval. Project Proponent shall confer with the local US Postal Service authorities to determine locations of cluster mailboxes. If clustering or special locations are specified, easements or other mapped provisions shall be provided in the final map to the satisfaction of the US Postal Service and Community Development Director. If clustering is not specified, Project Proponent shall provide written evidence from the US Postal Service of the exemption. Project Proponent shall provide the concrete foundation for the cluster boxes at the approved locations.
14. **Conformance to Tentative Map.** Prior to recordation of a final subdivision map, the Project Proponent shall obtain certification from the Community Development Director that the landscaping and irrigation system generally conforms to City standards and the approved Tentative Map, and that all required conditions have been met.
15. **Final Map.** Applicant shall submit the final map application with the improvement plans for the phase which development is proposed. Said improvement plans and final map shall meet all City standards and submittal requirements except as expressly approved for this Planned Development and Development Agreement.

16. **Changes to Site Plan.** Any major alteration to the site plan not in substantial conformance to the approved Tentative Subdivision Map will require approval by the Planning Commission and City Council. At that time an Amendment to the Development Agreement may be required.
17. **Design Review.** The project will be subject to the City's Design Review process. If this project is phased and different builders construct different phases of the project, those individual builders will be subject to Design Review for conformance of their phase to the original project design and previously approved housing design if the original review did not include all 299 homes. Those conditions which are imposed or agreed to in the design review process shall survive the final map in the sense that the project proponent shall insure that any purchaser of any lot or lots receives a copy of these conditions of approval and of any conditions imposed or agreed to in the design review process and proof of such receipt shall be given to the City and any such purchaser of any lot or lots understands by this reference that no building permit will be issued for that lot or lots unless the conditions imposed or agreed to in the design review process are complied with by the actual builder. If construction has not begun five (5) years after the Design Review process for the entire project, or for an individual phase, the builder will be required to go through the Design Review process again to establish conformance with the originally approved design or any subsequent design reviewed phase.
- a. **Floor plans and Elevations.** For subdivisions with over 100 units, four floor plans and four elevations will be required. For subdivisions 99 or fewer units, three floor plans with three elevations will be required.
 - b. **Colors and Materials.** A final color and materials board shall be submitted as part of the Design Review Process and approved by the Hughson Planning Commission. No changes to colors shall be made after construction unless approved by the Community Development Director.
 - c. Unless indicated otherwise, the design for development shall comply with the following:
 - i. All improvements shall be designed and constructed in accordance with the City of Hughson Improvement Standards and Specifications and Municipal Code where applicable, unless otherwise approved/permitted by this Planned Development.
 - ii. All construction shall meet the California Building Code (CBC) and all applicable City of Hughson Building Codes and amendments, including Green Building standards.
 - iii. Design and construction of all pertinent life safety and fire protection systems shall meet the California Fire Code and all applicable City of Hughson Fire Codes and amendments.
 - iv. A detailed Stormwater Treatment Plan and supporting documents, following City ordinances and conforming to Regional Water Quality Control Board's Staff recommendations for new development will be required.

18. **Community Facilities District Annexation.** The Project shall be required to annex into the existing Community Facilities District (CFD). The CFD shall include maintenance and operation of all public amenities of benefit to the future residents of the project site. The homes shall be annexed into the CFD and placed on the County Tax Roll after the final map is approved by Council. The Project Proponent shall provide written notice to the homebuyers, satisfactory to the City Attorney, that they are part of a Community Facilities District.
19. **Signage.** All signage shall conform to the City Sign Ordinance regarding size, design, and location. All signs shall be reviewed, approved, and a sign permit obtained prior to installation.
20. **Phasing Plan.** A project phasing plan, which shall include the phasing of subdivision construction, subdivision improvements, common area, exterior improvements and housing units shall be approved by the Community Development Director and the City Engineer prior to the issuance of the first building permit.
21. **Impact Fees.** Project Proponent shall pay an applicable development fee per dwelling unit in accordance with the Development Agreement.
22. **Address Numbers.** Internally illuminated address numbers shall be installed on all residences to be easily readable from the public street for emergency services, consistent with Fire Department requirements. In addition, internal illuminated address numbers shall be installed on the exterior of all garages facing alleyways to allow for property identification from the rear alley.
23. **Trucking Route.** Prior to commencement of any grading or other subdivision improvements the Project Proponent shall provide proposed trucking routes for all equipment and material deliveries. Damage to any public improvements, on or off site caused by construction operations, during construction on the subject property shall be repaired to the satisfaction of the City Engineer at full expense to the Project Proponent. This shall include slurry seal, overlay, or street reconstruction if deemed warranted by the City Engineer.
24. **Improvements.** Pursuant to the Development Agreement (hereinafter referred to as "Agreement"), the Subdivider shall, before approval and recording of the Final Map, improve or agree to improve all land within the area proposed for development for public or private streets, alleys, pedestrian ways and easements to the satisfaction of the Community Development Director.
25. **Warranty Bonds.** The developer/Contractor shall furnish the City with a warranty bond in the amount of 10% of the improvement costs to guarantee such Public Improvements for a period of one year following the completion by Developer/Contractor and filing of the Notice of Completion by City against any defective work or labor done, or defective materials furnished, or

adverse effect to any portion of adjacent properties in the construction of the public Improvements. Developer/Contractor agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements within one year of acceptance thereof, and to incur all expenses of such repairs that exceed the 10% bond. Insurance shall be provided.

26. **Installation of Improvements.** Project Proponent/Contractor shall install all improvements and perform all work required for this Project in accordance with established City Standards or as approved by the City's Engineer. Plans for all improvements, including, but not limited to, storm drainage, water and sewer main sizes, either on-site or off-site, shall be in accordance with City Specifications and shall be approved by the City Engineer unless otherwise amended by the Planned Development approvals.
27. **Easement Dedications.** Unless otherwise stated, all necessary easements shall be dedicated, and all improvements shall be designed and installed, at no cost to the City of Hughson.
28. **Easements.** Project Proponent shall obtain, at Project Proponent's sole expense, any and all easements or real property which may be required for the development of the Project, and which may be necessary and required in order for Project Proponent to comply with these Conditions of Approval, and the applicable ordinances and resolutions of the City. All engineering design, including, but not limited to, storm sewers and appurtenances, sanitary sewers and appurtenances, streets including, but not limited to, geometrics, sight distances, lighting and sound walls, water systems and appurtenances, signing and striping, landscaping and appurtenances, shall be supported by applicable engineering studies/calculations, as required by the City Engineer.
29. **Public Use Easements.** Subdivider shall dedicate on the final map for public use easements for public utilities, streets, pedestrian ways, sanitary sewers, drainage, flood control channels, water systems and slope easements in and upon all areas within the subdivision shown on the Tentative Map for the subdivision to be devoted to such purposes.
30. **Conformance with Municipal Code.** No part of this approval shall be construed to permit a violation of any part of the Hughson Municipal Code. Unless otherwise amended by the development agreement or the planned development.
31. **Other Agency Approvals.** The Project Proponent shall be responsible for obtaining any and all permits and approvals from public agencies whose jurisdiction the project may fall under including, but not limited to, Caltrans, the Regional Water Quality Control Board, the California Department of Fish and Game, the U.S. Army Corps of Engineers, the Stanislaus County Water Resources Agency and the City of Hughson.

32. **Maintenance of Improvements.** All improvements shall allow for continuous maintenance access. Maintenance access measures shall include, but not be limited to, an all weather access ramp to and around the sides of the retention pond for maintenance vehicle access.
33. **Construction Hours.** All site improvements and all contractors involved in site improvements, building construction, and house construction activities shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, and 8:00 a.m. to 6 p.m. on Saturday, and 9:00 a.m. to 6:00 p.m. on Sunday. All construction equipment must meet Department of Motor Vehicles (DMV) noise standards and shall be equipped with muffling devices.
- a. The Community Development Director may allow earlier “start-times” for specific building construction activities, e.g., concrete-foundation/floor-pouring, if it can be demonstrated to the satisfaction of the Planning Director that the construction and construction traffic noise can be mitigated.
34. **Grading Drainage and Stormwater.**
- a. **Grading Permit.** A grading permit shall be required prior to mass grading for the project, and include Best Management Practices for erosion and dust control, and immediate revegetation of the site as needed for erosion control. Erosion controls shall be utilized to prevent dirt from lots going into street rights-of-ways and into drainage systems. If the project proposes to have more than 10,000 cubic yards of cut material from the project site, a haul route permit shall be required.
 - b. **Grading and Drainage Plan.** The Project Proponent shall submit a final grading and drainage plan prepared by a licensed civil engineer depicting design for the line, grade, on- and off-site drainage control measures, structural sections for the streets and all public improvements serving the development, including land use, infrastructure, circulation and streetscapes, public/park facilities, landscaping and trails, design expectations and environmental mitigation components. This plan shall be subject to the review and approval of the City Engineer, and all lot grades shall conform to the approved grading plan, with written certification by a civil engineer or geotechnical engineer required to assure compliance with all grading plans prior to the issuance of any building permits, and shall be subject to the following:
 - i. All lots shall drain toward the street.
 - ii. All required structures such as walls, fences, and drainage facilities, shall be shown on the plan.
 - iii. Developed land must be at least six inches higher than adjoining irrigated lands.
 - c. **Retaining Walls.** Any grade differential that will be created between new lots or adjacent existing developed lots outside the property shall be supported by engineering documentation subject to approval of by the City Engineer.
 - d. **Record Grading Plans.** Prior to the issuance of any building permits, lot grades shall conform to the approved grading plan. Written certification by a civil engineer or geotechnical

engineer will be required to assure compliance with all grading plans. Including the following:

- i. The Project Proponent shall submit record grading plans showing:
 - 1. The elevation of all four (4) corners of the lot as well as the center of the lot;
 - 2. All top and toe of slope elevations, and
 - 3. The top and bottom of all retaining wall elevations.
 - 4. Plan will show grading in relation to all adjacent lots, parcels and developments.

e. **Geotechnical.**

- i. A licensed soil engineer shall certify that pad compactions off all lots containing fill have been completed to the satisfaction of the City Engineer.
- ii. A Geotechnical investigation shall be submitted to the City Engineer.
- iii. The minimum soils sampling and testing frequency shall conform to Chapter 8 of the Caltrans Construction Manual. The applicant shall require the soils engineer to daily submit all testing and sampling and reports to the City Engineer.
- iv. A qualified professional geotechnical engineer shall perform on-site monitoring of all grading and excavation activities on the project site. Evidence of an agreement with a geotechnical engineer shall be submitted for review and approval of the Community Development Director and City Engineer prior to commencement of any grading activities or any underground work. The geotechnical engineer shall submit evidence that grading and excavation were performed consistent with the recommendations of the geotechnical investigation. Evidence shall be submitted prior to issuance of building permits for each individual lot.

f. **Stormwater Design.** A detailed hydrology/drainage study shall be completed by the project proponent, and shall provide for a design for a positive drainage system via on- site detention basin within the proposed park/basin facility subject to approval by the City Engineer. The locations and design of storm drains shall meet the City's standard design and be approved by the City Engineer.

- i. Storm drain pipes in streets and courts alleys shall be a minimum of twelve inches in diameter with a minimum cover of three feet over the pipe unless otherwise approved by the City Engineer.
- ii. The project shall not block runoff from-adjacent properties. The drainage area map developed for the project hydrology design shall clearly indicate all areas tributary to the project area.
- iii. All storm drain inlets must be labeled "No Dumping - Drains to River," using City-approved methods.

35. Storm Water Quality Requirements. The following materials related to the Storm water quality treatment facility requirements shall be submitted with improvement plans and/or grading permit application:

- a. A Stormwater Treatment Measures Maintenance Agreement shall be submitted to Community Development Department for review and approval. Once approved, the Maintenance Agreement shall be recorded with the Stanislaus County Recorder's Office to ensure that the maintenance is bound to the property in perpetuity.
- b. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted with a design to reduce discharge of pollutants and sediments into the downstream storm drain system. The plan shall meet the approval of the City Engineer. The certification page of the SWPPP shall be signed by a Qualified SWPPP Developer (QSD) person who prepared the report.
- c. Before commencing any grading or construction activities at the project site, the developer shall obtain a National Pollutant Discharge Elimination System (NPDES) permit and provide evidence of filing of a Notice of Intent (NOI) with the State Water Resources Control Board.
- d. The project plans shall include the storm drain design in compliance with post-construction stormwater requirements to provide treatment of the stormwater according to the National Pollutant Discharge Elimination System (NPDES) permit's numeric criteria. The design shall comply with the C.3 established thresholds and shall incorporate measures to minimize pollutants to the maximum extent practicable (MEP).

36. Sewer System. Project Proponent is responsible for constructing all on-site sanitary sewer facilities and the connection to the existing sewer mains in Flora Vista and Estancia Drives. All sanitary sewer improvement necessary to serve the project shall be complete and in place and accepted by the City prior to use of the sanitary sewer system.

- a. All public sewer mains and appurtenances shall be constructed in accordance to the City's Improvement Standards and Specifications and the Sewer Master Plan.
- b. The on-site sanitary sewer system shall have minimum 8-inch public mains, designed with a manhole at all angle points and ending with a manhole. The sewer main design and location shall meet the approval of the City Engineer.
- c. Each residential unit shall have an individual sanitary sewer lateral. The sewer laterals shall have cleanouts and be constructed per City Standards.
- d. Project Proponent shall cause to be placed terminal manholes in courts and knuckles.
- e. 6 inch public sewer mains may be proposed in the Courts subject to approval by the City Engineer.

37. Water System. Water service is available from the City of Hughson and is subject to standard conditions and fees as shown in the Development Agreement.

- a. The City is implementing a wireless, cloud-based water usage tracking system. All conforming water meters will need to be purchased by the developer and installed

according to City instructions. The specific meters will be dictated by the City's current program.

- b. Project Proponent shall install two water sampling stations. Such stations shall be constructed to plans approved by the City Engineer.
- c. Irrigation lines, canals, or rights-of way are to be abandoned in accordance with Turlock Irrigation District standards. Since this parcel will no longer irrigate, the Project Proponent, at the Project Proponent's expense, shall obtain an agreement with the Turlock Irrigation District to abandon use of any irrigation facilities. This must be requested and signed by the holders of title before final map approval. The Turlock Irrigation District will require two copies of detailed improvement plans for further review and comment. The Project Proponent shall also enter into an Irrigation Improvement Agreement with the Turlock Irrigation District for any work to remove existing irrigation facilities or to construct new irrigation facilities.
- d. The development's water mains shall be public, owned and maintained by the City. The subdivision shall have a looped design water system. For this planned development, the developer will install clusters of water services at the head of each court to minimize the greatest extent the length of dead-end water lines.
- e. Where a public water main is in an unpaved easement or under decorative paving, the water main shall be constructed of Ductile Iron or an approved equal pipe satisfactory to the City Engineer. Shut-off valves are required where a water main transitions from a paved area to an unpaved easement. This requirement does not apply to landscape irrigation facilities within the open space and parks.
- f. All public water mains shall be constructed in accordance with the City's Improvement Standards and Specifications.
- g. Water mains and services, including the meters must be located at least 10 feet horizontally from and one-foot vertically above any parallel pipeline conveying untreated sewage (including sanitary sewer laterals), and at least four feet from and one foot vertically above any parallel pipeline conveying storm drainage, per the current California Waterworks Standards, Title 22, Chapter 16, Section 64572. The minimum horizontal separation distances can be reduced by using higher grade piping materials with the City's approval.
- h. All water services from existing water mains shall be installed by City Water Distribution Personnel at the applicant/developer's expense. This includes relocating existing services and water main tie-ins. The developer may only construct new services in conjunction with the construction of new water mains.
- i. Only Water Distribution Personnel shall perform operation of valves on the Hughson Water System.
- j. Each dwelling unit shall have an individual water meter.
- k. Water meters shall be located a minimum of two feet from the top of driveway flare as per City Standards unless otherwise approved by the City Engineer.

38. Utilities Undergrounding. All new utilities must be undergrounded. All services to dwellings shall be undergrounded and installed in accordance with all utility providers, including their highest and best service (i.e. fiber optic network, etc.). Underground utility plans must be submitted for City approval prior to installation.

39. Public Streets. Any dedications, offers of dedication, or grants of easements may be dedicated and accepted on the face of the map. Agreements or other required items shall be recorded as separate documents concurrently with recordation of the Final Parcel Map. Improvements for public streets shall incorporate the following:

- a. The design and locations of street approaches including pedestrian ramps shall be approved by the City Engineer. Pedestrian ramps shall be installed at all street intersections or as required by the City Engineer.
- b. The street design shall utilize standard curb and gutter. The street sections shall be constructed to Caltrans H-20 loading requirements and City of Hughson public street standards; (unless otherwise approved by this planned development) including sections of decorative pavement. Curb returns and bulb outs shall be designed to facilitate street sweeping.
- c. The proposed decorative paving shall be enhanced with at least ten feet of raised decorative paving (e.g., interlocking pavers or stamped colored concrete, or bands of decorative paving, etc.). The Community Development Director shall approve the material, color and design, and the City Engineer shall approve the pavement section for the decorative paving. Decorative pavements shall be constructed to Caltrans H-20 requirements.
- d. Upon any necessary repairs to the public facilities under the on-site decorative paved areas, the City shall not be responsible for the replacement cost of the decorative paving. The replacement cost shall be borne by the homeowners' association / CFD established to maintain the common areas within the subdivision boundary.
- e. All street improvements shall conform with the requirements of the Americans with Disabilities Act, including the placement of sidewalk at the rear of the driveway at all driveway locations and adjacent to the back of curb at all non-driveway locations as applicable.

40. Landscape

- a. **Landscape Plans.** Prior to the approval of improvement plans or issuance of the first building permit, detailed landscape and irrigation plans shall be reviewed and approved by the City and shall be a part of approved improvement plans and the building permit submittal. The plans shall be prepared by a licensed landscape architect on an accurately surveyed base plan and shall comply with the City's Low Impact Development manual and Municipal Codes.

- i. Landscaping shall be designed with efficient irrigation to reduce runoff, promote surface infiltration, and minimize the use of fertilizers and pesticides that can contribute to stormwater pollution. Where feasible, as determined by the City Engineer, landscaping should be designed and operated to treat stormwater runoff.
- ii. Locations and layout of all underground utilities lines, boxes and vaults shall be provided as base information on planting plans to minimize conflict with tree planting.
- iii. One twenty-four-inch box tree shall be planted in every front yard. All trees shall be planted twenty feet from a corner, a minimum of five feet away from any underground city utilities, a minimum of fifteen feet from a light pole, or as otherwise specified by the city. Root barrier shall be provided for all trees that are located within seven feet of paved edges or structure. Trees shall be planted according to the City Standard Detail.
- iv. A landscape area shall be provided around bio-treatment areas located adjacent to hardscape areas such as curbs, sidewalks, walkways and structures. The City will require a matched precipitation rotator type irrigation system on a separate valve for the stormwater treatment area irrigation or an approved equal design subject to approval by the Community Development Director. All spray irrigation systems shall be set back twenty-four inches from all impervious hardscape edges such as curbs, sidewalks, walkways and structures, unless otherwise approved by the City Engineer.
- v. Utility boxes and vaults, light fixtures and fire hydrants shall have minimum five feet of clearance from the edge of Stormwater Treatment areas unless otherwise approved by the Community Development.
- vi. Landscape areas may be used to comply with the Stormwater Treatment requirements; however, all tree planting requirements shall apply. A wider landscape area may be provided if necessary to accommodate both bio-treatment and tree planting.
 - 1. A hose bib shall be provided within each private yard.
 - 2. Safety site lighting shall be provided along private driveways. Site lighting shall not be located to prohibit tree planting required by Zoning Ordinance.
 - 3. The minimum dimension for all planting areas should be four feet, including tree wells in parking lots or sidewalks measured from back of curb/paving unless otherwise approved by the City Engineer.
- vii. All front yards of all lots shall be landscaped at the time of construction and shall utilize landscaping as approved by the City Engineer, Community Development Director, and the Design Review Committee.
- viii. The Project Proponent shall provide root control barriers and four inch (4") perforated pipes for parking lot trees, street trees, and trees in planting areas less

than ten feet (10' 0") in width, as determined necessary by the Planning Director and the Design Review Committee at the time of review of the final landscape plans.

b. **Development Agreement.** The applicant shall install the landscaping infrastructure noted in section 6.05 of the Development agreement and described below:

- i. A 25' wide landscape buffer along Santa Fe Avenue.
- ii. Installation of a class 1 bike trail along the TID Ceres main canal.
- iii. An open space lot containing approximately 6,500 S.F. (0.15AC) is proposed for dedication that will include enhanced landscaping and monumentation along the Santa Fe Avenue corridor at the project entrance.

38. **Tree Planting Plan.** The project shall provide a minimum of 560 trees throughout the fully developed project site. The planting of these trees shall satisfy Mitigation Measure BIO-3 that is incorporated to address Section 17.03.092(E) of the Hughson Municipal Code.

39. **Electrical:**

- a. Lighting for the subdivision shall be shown on the public improvement plans.
- b. Provide appropriate clearance for electrical equipment from driveways.
- c. Provide clearance for electroliers from overhead utilities and request clearance from utility companies. Clearance from electrolier(s) must provide a minimum of 10' from high voltage lines; 3' from secondary voltage lines; and 1' from communication lines.

40. **Multiple Final Maps.** Multiple Final Maps may be filed for this subdivision if each and all of the following conditions are met with each Final Map:

- a. All fees associated with development and a part of this approval shall be apportioned and paid for each portion of this subdivision for which a Final Map is being filed.
- b. All public streets on which each Final Map has frontage are improved or bonded to be improved to the satisfaction of the Community Development Director.
- c. All grading, drainage and easements for drainage, adequate to protect each lot for which a Final Map is requested, and surrounding parcels, which could be impacted by such design or lack of design, shall be guaranteed to the satisfaction of the City Engineer.
- d. Any and all off-site improvements necessary for mitigation of impacts brought about by this project shall be apportioned to the degree possible to guarantee adequate mitigation.

41. **Fire Protection**

- a. **All Weather Roads.** An all-weather surface road, suitable to the Hughson Fire Protection District, adequate for interim emergency vehicle access shall be provided to the project. Interim emergency vehicle access shall be in place prior to placement of construction materials, or beginning construction of structures on the site. Project Proponent shall

acquire a permanent emergency vehicle access which shall be dedicated to the City by the property owner, prior to any occupancy.

- b. **Curbs.** All curbs located within a seven feet, six inch (7' 6") radius of a public/private fire hydrant shall be painted red, unless, modified by the Fire Chief. Blue street "hydrant markers" shall be installed for all fire hydrants per City Standard Specifications.
- c. **Fire Lanes.** All public and private streets, driveways, aisles, and alleys designated as fire lanes by the Fire Chief shall be maintained in accordance with Articles 9 and 10 of the Uniform Fire Code which permits towing vehicles illegally parked on the fire lanes. Fire lane curbs shall be painted red with "No Parking, Fire Lane, Tow Away Zone" or "No Parking, Fire Lane, Tow Away Zone" signs shall be installed as required by the Vehicle Code.

42. **Solid Waste Management.** The Project Proponent shall submit a waste management plan to the Building Department prior to issuance of building permits. The plan shall include the estimated composition and quantities of waste to be generated and how the Project Proponent intends to recycle at least 50% (fifty percent) of the total job site construction and demolition waste measured by weight or volume. Proof of compliance shall be provided to the Chief Building Official prior to the issuance of a final building permit. During demolition and construction, the Project Proponent shall mark all trash disposal bins "trash materials only" and all recycling bins "recycling materials only". The Project Proponent shall contact Waste Management for the disposal of all waste from the site.

43. Construction

- a. **Hazardous Waste.** During construction, hazardous materials used and hazardous waste generated shall be properly managed and disposed.
- b. **Hazardous Material.** The City shall be notified immediately if hazardous materials or associated structures are discovered during demolition or during grading. These shall include, but shall not be limited to, actual/suspected hazardous materials, underground tanks, or other vessels that contain or may have contained hazardous materials.
- c. **Insurance.** Before commencing work pursuant to any City-approved permit or other entitlement relating to the Project, Project Proponent/Contractor shall obtain the insurance and receive the approval of the City Manager or his designee as to form, amount and carrier. Project Proponent/Contractor shall furnish City satisfactory evidence of the insurance and shall maintain the insurance until completion of the project. Project Proponent/Contractor shall also provide evidence that the carrier is required to give the City at least ten (10) days' prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall name the City as an additional insured and extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to the Project Proponent and each contractor and subcontractor performing work on the Project.

- i. **Worker's Compensation Insurance:** Project Proponent/Contractor shall maintain workers' compensation insurance for all persons employed at Project Site and provide proof of insurance every six months. Project Proponent shall require each contractor and subcontractor similarly to provide workers' compensation insurance for their respective employees. Project Proponent/Contractor agrees to indemnify the City for damage resulting from Project Proponent's failure to take out and maintain such insurance.
 - ii. **Public Liability and Property Damage Insurance:** Project Proponent/Contractor shall maintain public liability insurance in an amount not less than \$1,000,000.00 for each injury (including death) to any one person and subject to the same limit of any one occurrence and provide proof to the City every six months.
- 44. **Monument Replacement.** Project Proponent shall replace, or have replaced, or repair or have repaired, as the case may be, all existing monuments shown on the Map which have been destroyed or damaged by project construction, and Project Proponent shall replace or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or by any public or private corporation, or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction and subject to the approval of the City Engineer. Project Proponent shall provide such monumentation as may be required by City Engineer, in accordance with accepted standards.
- 45. **State Law.** Developer shall conform to and abide by all applicable California State Laws pertaining to construction of public improvements.
- 46. **Traffic Control.** Project Proponent/Contractor shall, at Project Proponents/Contractor expense, and under City's direction, provide for traffic control, during construction, so as to minimize the impact on residents surrounding or adjacent to the Project. The Project Proponent/Contractor agrees that, during any construction within or as a part of the overall Project, all existing roadways as of the date of approval of this vesting tentative subdivision map shall, at all times, remain passable to a minimum of two lanes of traffic, one in each direction, or an acceptable detour approved by City. Project Proponent/Contractor further agrees that if, at any time, City shall determine that there are not sufficient acceptable traffic lanes or acceptable detour which are passable, that all construction by Project Proponent/Contractor shall immediately cease upon written demand therefore, by City. Traffic Control Plan is required to be submitted for approval by the City Engineer showing how the construction of the entrance to the subdivision off of Santa Fe Avenue will be staged.

47. **Archaeological Material.** If archeological materials are uncovered during project implementation, grading, trenching, or other on-site excavation, all work on site shall be stopped and the City immediately notified. The county coroner and the Native American Heritage Commission shall also be notified and procedures followed as required by the California Environmental Quality Act (CEQA) and California law. A similar note shall appear on the improvement plans.

48. **Prior to Construction Completion/Issuance of Certificate of Occupancy**

- a. **Final Inspection.** Final inspection by the Building Department is required prior to issuance of certificate of occupancy.
- b. **Street Lights.** All lighting on a given street will be fully operational prior to any occupancy being granted on that street.
- c. **Mylar Drawings.** Prior to final acceptance, Project Proponent shall file with the City of Hughson one set of reproducible mylar "record drawings", two sets of "record drawings", and one electronic version. Said drawings shall meet all requirements of Section 66434 of Subdivision Map Act. Said set of drawings shall contain a copy of sheets with construction changes made or an indication that no changes were made and shall be submitted for approval by the City Engineer.
- d. **Inspection of Public Improvements.** The City Engineer or other authorized representative of the City shall inspect all of the Public Improvements to see that they comply with City subdivision regulations including, but not limited to, these Conditions of Approval, Standard Specifications and Design Expectation Guidelines. The Project Proponent hereby grants access to the Project and Project Site for inspection purposes and agrees to notify City Engineer at least 48 hours in advance of required inspection. Project Proponent shall pay to City the actual cost to City for all inspection, and other services furnished by City in connection with the Project by paying Plan Check and Inspection fees, and shall also reimburse City for the actual cost charged to City by City Engineer for all services performed in accordance with these Conditions, such charges to be at the normal rate charged the City by the City Engineer. However, all costs in soil testing, concrete testing and compaction testing will be the responsibility of the Project Proponent/Contractor. Plan check and inspection fees will be based on the approved engineer's estimate.
- e. **Deviation from Plans.** If the Project Proponent/Contractor deviates from the approved improvement drawings, specifications or standards, or shall construct any Public Improvements in such a manner so as to, in the opinion of the City Engineer, endanger the public safety, the City may cause the necessary corrections to be made without notice. In the event such deviations do not, in the opinion of the City Engineer, endanger the public safety, the City Engineer may give the Project Proponent/Contractor written notice of such deviations, and the Project Proponent shall correct the deviation in the time prescribed by the City Engineer. In the event of the failure of the Project

Proponent/Contractor to make corrections of deviations, whether or not the public safety is affected, the City may cause the necessary corrections to be made and shall be reimbursed by the Project Proponent/Contractor at cost plus 25%. Said amount shall be deducted from the reimbursement by the City to the Project Proponent/Contractor or shall be paid for by the Project Proponent/Contractor prior to the acceptance of the improvements, or shall be obtained from the improvement securities. Project Proponent/Contractor shall perform any changes or alterations in the construction and installation of such Public Improvements required by City, provided that all such changes or alterations do not exceed 10 percent of the original total estimated cost of such Public Improvements.

- f. **Condition Satisfaction.** Prior to final inspections, all pertinent conditions of approval and all improvements shall be completed to the satisfaction of the Community Development Director and City Engineer.
- g. **Irrigation Acceptance.** Prior to the issuance of the first Certificate of Occupancy, all landscape and irrigation should be substantially completed in accordance to the approved plan. An Irrigation Schedule shall be submitted prior to the final inspection and acceptance of improvements.
- h. **Landscape Installation.** Landscape and tree improvements shall be installed according to the approved plans prior to the occupancy of each building. All common area landscaping, irrigation and other required improvements shall be installed prior to acceptance of tract improvements, or occupancy of eighty percent of the dwelling units, whichever first occurs and a Certificate of Completion, as-built Mylar and an Irrigation Schedule shall be submitted prior to the Final Approval of the landscaping for the Tract to the Community Development Department by the developer.

49. Conditions from Responsible Agencies

- a. Hughson Unified School District
 - i. School Impact Fees shall be submitted to the Hughson Unified School District prior to the time of issuance of building permits for lots in the proposed project. School impact fees shall include those fees required by the state and adopted by the Hughson Unified School District.
- b. Stanislaus Consolidated Fire Protection District/Hughson Fire Protection District
 - i. The Project shall conform to the requirements of the Hughson Fire District. Project Proponent shall, at Project Proponent's expense, install fire hydrants which shall be tested for flow and color-coded to represent the amount of flow, as specified by the Hughson Fire Protection District. Fire hydrants shall be placed on property lines. Reflectors shall be placed in the street adjacent to the fire hydrants. Curbs at the fire hydrants shall be painted to prevent parking. Prior to any construction framing, the Project Proponent shall provide adequate fire protection facilities, including, but not limited to surface roads, fire hydrants, and a water supply and

water flow in conformance to the City's Fire Department Standards able to suppress a major fire. When alternate methods of fire protection are approved by the Fire Chief, this requirement may be waived or modified. Proposed alternative methods of fire protection shall be submitted in writing to the Fire Chief prior to any framing construction. Work on the alternative fire protection methods shall not begin until approved by the Fire Chief.

1. The minimum number of fire hydrants shall be provided in accordance with the Hughson Fire Code Ordinance and the California Fire Code. The average spacing between hydrants is 300 feet. All homes shall be within 300 feet of a fire hydrant. Spacing and locations of fire hydrants shall be subject to review and approval by the Hughson Fire District.
 - ii. **Fees.** Developer shall pay all Fire Facilities Fees. The fees shall be payable at the time of issuance of the building permit for any construction and shall be based on the rates in effect at the time of building permit issuance.
 - iii. **Access.** Fire department access and water for fire protection shall be provided and maintained in accordance with all requirements, applicable codes and ordinances. Two ingress/egress accesses shall be provided.
 - iv. **Walk-through.** Upon completion of construction, the Fire District will complete a final walk- through inspection.
- c. Stanislaus County:
- i. County Impact Fees shall be submitted to the County prior to the time of issuance of building permits for lots in the proposed project.
- d. Stanislaus County Department of Environmental Resources:
- i. All existing on-site wells and/or septic tanks shall be destroyed under permit from the Department of Environmental Resources (DER) and in accordance with all laws and polices as regulated by Stanislaus County and California State Model Well Standards. Notification shall be made to the Community Development Department at least 24 hours prior to removal. Removal of these structures shall be documented and done under permit, as required by law.
- e. Turlock Irrigation District (District)
- i. The Developer shall submit plans detailing the existing irrigation facilities, relative to the proposed site improvements, in order for the District to determine specific impacts.

Properties that will no longer irrigate or have direct access to water must request abandonment from applicable Improvement Districts. Developed property adjoining irrigated ground must be graded so that finished grading elevations are at least 6 inches higher than irrigated ground. A protective berm must be installed to prevent irrigation water from reaching non-irrigated properties. Stub-end

streets adjoining irrigated ground must have a berm installed at least 12" above the finished grade of the irrigated parcel(s).

Any applicable improvements to this property shall be subject to the District's approval and meet all District standards and specifications. If it is determined that irrigation facilities will be impacted, the applicant will need to provide irrigation improvement plans and enter into an Irrigation Improvements Agreement for the required irrigation facility modifications. There is a District Board approved time and material fee associated with this review.

MITIGATION MONITORING AND REPORTING PROGRAM

This document is the Mitigation Monitoring and Reporting Program (MMRP) for the Parkwood Subdivision Project (project). This MMRP has been prepared pursuant to Section 21081.6 of the California Public Resources Code, which requires public agencies to “adopt a reporting and monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment.” A MMRP is required for the proposed project because the Initial Study / Mitigated Negative Declaration (IS/MND) has identified significant adverse impacts, and measures have been identified to mitigate those impacts.

The numbering of the individual mitigation measures follows the numbering sequence as found in the IS/MND.

MITIGATION MONITORING AND REPORTING PROGRAM

The MMRP, as outlined in the following table, describes mitigation timing, monitoring responsibilities, and compliance verification responsibility for all mitigation measures identified in the IS/MND.

The City of Hughson will be the primary agency responsible for implementing the mitigation measures and will continue to monitor mitigation measures that are required to be implemented during the operation of the project.

The MMRP is presented in tabular form on the following pages. The components of the MMRP are described briefly below:

- **Mitigation Measures:** The mitigation measures are taken from the IS/MND in the same order that they appear in that document.
- **Mitigation Timing:** Identifies at which stage of the Project mitigation must be completed.
- **Monitoring Responsibility:** Identifies the agency that is responsible for mitigation monitoring.
- **Compliance Verification:** This is a space that is available for the monitor to date and initial when the monitoring or mitigation implementation took place.

MITIGATION MONITORING AND REPORTING PROGRAM

TABLE 1: MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
AGRICULTURAL RESOURCES				
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<p>Mitigation Measure AG-1: Prior to approval of the Tentative Map for the project, the project applicant shall comply with the City's Right to Farm Ordinance (Section 17.03.064 of the Municipal Code). In order to comply, the following deed restriction shall be recorded by the owners and run with the land:</p> <p>"RIGHT TO FARM DEED RESTRICTION</p> <p><i>Properly conducted agricultural operations are permitted within Stanislaus County, within the City of Hughson, and its Sphere of Influence. You are hereby notified that the property you are purchasing is in an agricultural area. You may be subject to inconvenience or discomfort from lawful agricultural or agricultural processing facilities operations. Discomfort and inconvenience may include, but are not limited to, noise, odors, fumes, dust, smoke, burning, vibrations, insects, rodents and/or the operations of machinery (including aircraft) during any 24 hour period. One or more of the inconveniences described may occur as a result of agricultural operations which are in compliance with existing laws and regulations and accepted customs and standards. If you live near an agricultural area, you should be prepared to accept such inconveniences or discomfort as a normal and necessary aspect of living in an area with a strong rural character and an active agricultural sector. Lawful ground rig or aerial application of pesticides, herbicides and fertilizers occur in farming operations. Should you be concerned about spraying, you may contact the Stanislaus County Agricultural Commission.</i></p> <p><i>The City of Hughson Right to Farm Ordinance does not exempt farmers, agricultural processors or others from compliance with law. Should a farmer, agricultural processor or other person not comply with appropriate State, federal or local laws, legal recourse is possible by, among other ways, contacting the appropriate agency. This Right to Farm Deed Restriction shall be included in all subsequent deeds and leases for this property until such time as the City Council shall determine that such a restriction is no longer necessary."</i></p> <p><i>Additionally, every transferor of property subject to the notice recorded pursuant to subsection C of Section 17.03.064 shall provide to any transferee</i></p>	City of Hughson Community Development Department	Prior to the approval of the Tentative Map for the project	

MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p><i>in writing the notice of right to farm recited below. The notice of right to farm shall be contained in each offer for sale, counter offer for sale, agreement of sale, lease, lease with an option to purchase, deposit receipt, exchange agreement, rental agreement, or any other form of agreement or contract for the transfer of property; provided, that the notice need be given only once in any transaction. The transferor shall acknowledge delivery of the notice and the transferee shall acknowledge receipt of the notice.</i></p> <p><i>The form of notice of right to farm is as follows:</i></p> <p><i>"NOTICE OF RIGHT TO FARM</i></p> <p><i>Properly conducted agricultural operations are permitted within Stanislaus County and within the City of Hughson Sphere of Influence. You are hereby notified that the property you are purchasing/leasing/renting is in an agricultural area. You may be subject to inconvenience or discomfort from lawful agricultural or agricultural processing facilities operations. Discomfort and inconvenience may include, but are not limited to, noise, odors, fumes, dust, smoke, burning, vibrations, insects, rodents and/or the operation of machinery (including aircraft) during any 24 hour period. One or more of the inconveniences described may occur as a result of agricultural operations which are in compliance with existing laws and regulations and accepted customs and standards. If you live near an agricultural area, you should be prepared to accept such inconveniences or discomfort as a normal and necessary aspect of living in an area with a strong rural character and an active agricultural sector. Lawful ground rig or aerial application of pesticides, herbicides and fertilizers occur in farming operations. Should you be concerned about spraying, you may contact the Stanislaus County Agricultural Commission.</i></p> <p><i>The City of Hughson Right to Farm Ordinance does not exempt farmers, agricultural processors or others from compliance with law. Should a farmer, agricultural processor or other person not comply with appropriate state, federal or local laws, legal recourse is possible by, among other ways, contacting the appropriate agency. This notification is given in compliance with Hughson Municipal Code Section 17.03.064. By initialing below, you are acknowledging receipt of this notification.</i></p>			

MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<div>_____</div> <div>Transferor's Initials</div> <div>_____</div> <div>Transferor's Initials"</div>			
AIR QUALITY				
<p>a) Conflict with or obstruct implementation of the applicable air quality plan?</p> <p>b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?</p>	<p>Mitigation Measure AIR-1: Prior to the commencement of construction activities for each phase of the project, the project proponent shall prepare and submit a Dust Control Plan that meets all of the applicable requirements of APCD Rule 8021, Section 6.3, for the review and approval of the APCD Air Pollution Control Officer.</p> <p>Mitigation Measure AIR-2: During all construction activities, the project proponent shall implement dust control measures, as required by APCD Rules 8011-8081, to limit Visible Dust Emissions to 20% opacity or less. Dust control measures shall include application of water or chemical dust suppressants to unpaved roads and graded areas, covering or stabilization of transported bulk materials, prevention of carryout or trackout of soil materials to public roads, limiting the area subject to soil disturbance, construction of wind barriers, access restrictions to inactive sites as required by the applicable rules.</p> <p>Mitigation Measure AIR-3: During all construction activities, the project proponent shall implement the following dust control practices identified in Tables 6-2 and 6-3 of the GAMAQI (San Joaquin Valley APCD, 2002).</p> <ol style="list-style-type: none"> All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, or vegetative ground cover. All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant. All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall control fugitive dust emissions by application of water or by presoaking. When materials are transported off-site, all material shall be 	<p>SJVAPCD Air Pollution Control Officer</p> <p>SJVAPCD Air Pollution Control Officer</p> <p>SJVAPCD Air Pollution Control Officer</p>	<p>Prior to the commencement of construction activities for each phase of the project</p> <p>During all construction activities</p> <p>During all construction activities</p>	

MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p>covered, effectively wetted to limit visible dust emissions, or at least six inches of freeboard space from the top of the container shall be maintained.</p> <p>e. All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at least once every 24 hours when operations are occurring. The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.</p> <p>f. Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.</p> <p>g. Limit traffic speeds on unpaved roads to 5 mph; and</p> <p>h. Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent.</p> <p>Mitigation Measure AIR-4: Architectural coatings applied to all structures in the project site shall meet or exceed volatile organic compound (VOC) standards set in APCD Rule 4601. The project applicant shall submit to the APCD a list of architectural coatings to be used and shall indicate how the coatings meet or exceed VOC standards. If the APCD determines that any architectural coatings do not meet VOC standards, the project applicant shall replace the identified coatings with those that meet standards.</p> <p>Mitigation Measure AIR-5: Asphalt paving shall be applied in accordance with APCD Rule 4641. This rule applies to the manufacture and use of cutback asphalt, slow cure asphalt and emulsified asphalt for paving and maintenance operations.</p> <p>Mitigation Measure AIR-6: Prior to final approval of improvement plans for each phase of the project, the project proponent shall submit an Air Impact Assessment (AIA) application to the San Joaquin Valley Air Pollution Control District for District Rule 9510 Indirect Source Review (ISR) to obtain AIA approval from the District for the phase or project component that is to be constructed. Prior to the issuance of a building permit of each individual phase or project component, the project proponent shall incorporate</p>	<p>SJVAPCD Air Pollution Control Officer</p> <p>SJVAPCD Air Pollution Control Officer</p> <p>SJVAPCD</p>	<p>During all construction activities</p> <p>During all construction activities</p> <p>Prior to final approval of improvement plans for each phase of the project</p>	

MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	mitigation measures into the proposed project and demonstrate compliance with District Rule 9510 including payment of all fees.			
BIOLOGICAL RESOURCES				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<p>Mitigation Measure BIO-1: The project proponent shall implement the following measures to avoid or minimize impacts on Swainson's hawk:</p> <ul style="list-style-type: none"> No more than 30 days before the commencement of construction, a qualified avian biologist shall perform preconstruction surveys for nesting Swainson's hawk and other raptors during the nesting season (February 1 through August 31). Appropriate buffers shall be established and maintained around active nest sites during construction activities to avoid nest failure as a result of project activities. The appropriate size and shape of the buffers shall be determined by a qualified avian biologist, in coordination with CDFW, and may vary depending on the nest location, nest stage, and construction activity. The buffers may be adjusted if a qualified avian biologist determines it would not be likely to adversely affect the nest. Monitoring shall be conducted to confirm that project activity is not resulting in detectable adverse effects on nesting birds or their young. No project activity shall commence within the buffer areas until a qualified avian biologist has determined that the young have fledged or the nest site is otherwise no longer in use. Before the commencement of construction, the project proponent shall provide compensatory mitigation for the permanent loss of Swainson's hawk foraging habitat. Mitigation shall be at the CDFW specified ratios, which are based on distance to nests. The Plan Area's distance to the closest nest falls within the range of "within 5 miles of an active nest tree but greater than 1 mile from the nest tree." As such, the Project shall be responsible for 0.75 acres of each acre of urban development authorized (0-75:1 ratio). The project proponent shall either provide lands protected through fee title acquisition or conservation easement (acceptable to the CDFW) on agricultural lands or other suitable habitats which provide foraging habitat for Swainson's hawk. <p>Mitigation Measure BIO-2: The project proponent shall implement the following measure to avoid or minimize impacts on other protected bird</p>	City of Hughson Community Development Department	No more than 30 days before the commencement of construction	
		City of Hughson Community	Within 14 days before	

MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p><i>species that may occur on the site:</i></p> <ul style="list-style-type: none"> <i>Preconstruction surveys for active nests of special-status birds shall be conducted by a qualified avian biologist in all areas of suitable habitat within 500 feet of project disturbance. Surveys shall be conducted within 14 days before commencement of any construction activities that occur during the nesting season (February 15 to August 31) in a given area.</i> <i>If any active nests, or behaviors indicating that active nests are present, are observed, appropriate buffers around the nest sites shall be determined by a qualified avian biologist to avoid nest failure resulting from project activities. The size of the buffer shall depend on the species, nest location, nest stage, and specific construction activities to be performed while the nest is active. The buffers may be adjusted if a qualified avian biologist determines it would not be likely to adversely affect the nest. If buffers are adjusted, monitoring will be conducted to confirm that project activity is not resulting in detectable adverse effects on nesting birds or their young. No project activity shall commence within the buffer areas until a qualified avian biologist has determined that the young have fledged or the nest site is otherwise no longer in use.</i> 	Development Department	commencement of any construction activities that occur during the nesting season (February 15 to August 31) in a given area	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<p>Mitigation Measure BIO-3: <i>Prior to approval of any street improvements, the project applicant shall pay to the City the total costs of all the trees, pursuant to Section 12.30.060 of the Municipal Code. The City shall plant the trees at the proper time. Watering and care of the trees thereafter shall be the responsibilities of the applicant or the purchasers of the property. Additionally, pursuant to Section 17.03.092 of the Municipal Code, the project applicant shall not plant trees or shrubs in any street tree area or other public place without permission of the planning officer.</i></p> <p><i>Further, the project applicant shall submit a tree survey to the City, pursuant to Section 17.03.092(E). The location, size, accurate driplines and species of existing trees shall be shown on the tree survey in the same scale as development plans submitted for development review. All trees proposed for removal shall be identified. If there is disturbance proposed within the dripline of a significant tree, a certified arborist's assessment and protection measures shall be provided. If significant trees are proposed for removal, the applicant shall replace them with trees whose size, number, and planting location shall be determined by the planning officer before final occupancy is granted to any new residents. The size and age of the tree shall be used to</i></p>	City of Hughson Community Development Department	Prior to the approval of any street improvements	

MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p>determine how many new trees shall be substituted for the removed tree but, at a minimum, three new trees shall replace one tree removed. The ratio may be increased at the discretion of the planning officer.</p> <p>Where orchard trees are to be cut down, removed, or relocated as part of new development, the planning commission or planning officer shall require the retention of selected orchard trees within the proposed subdivision that are representative of the land's agricultural heritage. For orchards in productive use for at least five years prior to the new development, a minimum of 10 percent of the existing orchard trees shall be preserved. This shall be determined by the planning officer.</p>			
CULTURAL RESOURCES				
<p>a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?</p> <p>b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?</p>	<p>Mitigation Measure CUL-1: If cultural resources (i.e., prehistoric sites, historic sites, isolated artifacts/features, and paleontological sites) are discovered, work shall be halted immediately within 50 meters (165 feet) of the discovery, the City of Hughson shall be notified, and a qualified archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology (or a qualified paleontologist in the event paleontological resources are found) shall be retained to determine the significance of the discovery. The City of Hughson shall consider recommendations presented by the professional for any unanticipated discoveries and shall carry out the measures deemed feasible and appropriate. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures. Specific measures are developed based on the significance of the find.</p>	<p>City of Hughson Community Development Department Qualified archaeologist</p>	<p>If cultural resources (i.e., prehistoric sites, historic sites, isolated artifacts / features, and paleontological sites) are discovered</p>	
<p>c) Disturb any human remains, including those interred outside of formal cemeteries?</p>	<p>Mitigation Measure CUL-2: If any human remains are found during grading and construction activities, all work shall be halted immediately within 50 meters (165 feet) of the discovery and the County Coroner must be notified, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the coroner shall notify the Native American Heritage Commission, and the procedures outlined in CEQA Section 15064.5(d) and (e) shall be followed. Additionally, if the Native American resources are identified, a Native American monitor, following the Guidelines for Monitors/Consultants of Native American Cultural, Religious, and Burial Sites established by the Native American Heritage Commission, may also be</p>	<p>Stanislaus County Coroner Native American Heritage Commission</p>	<p>If any human remains are found during grading and construction activities</p>	

MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>required and, if required, shall be retained at the applicant's expense.</i>			
GEOLOGY AND SOILS				
<p>a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:</p> <p>iii) Seismic-related ground failure, including liquefaction?</p> <p>c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?</p> <p>d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?</p>	<p>Mitigation Measure GEO-1: Prior to issuance of any building permits, the developer shall be required to submit building plans to the City of Hughson for review and approval. The building plans shall also comply with all applicable requirements of the most recent California Building Standards Code. All on-site soil engineering activities shall be conducted under the supervision of a licensed geotechnical engineer or certified engineering geologist.</p>	City of Hughson Building Division	Prior to issuance of any building permits	
<p>b) Result in substantial soil erosion or the loss of topsoil?</p>	<p>Mitigation Measure GEO-2: The project applicant shall submit a Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) to the RWQCB in accordance with the NPDES General Construction Permit requirements. The SWPPP shall be designed to control pollutant discharges utilizing Best Management Practices (BMPs) and technology to reduce erosion and sediments. BMPs may consist of a wide variety of measures taken to reduce pollutants in stormwater runoff from the project site. Measures shall include temporary erosion control measures (such as silt fences, staked straw bales/wattles, silt/sediment basins and traps, check dams, geofabric, sandbag dikes, and temporary revegetation or other ground cover) that will be employed to control erosion from disturbed areas. Final selection of BMPs will be subject to approval by the City of Hughson and the RWQCB. The SWPPP will be kept on site during construction activity and will be made available upon request to representatives of the RWQCB.</p>	<p>City of Hughson Community Development Department</p> <p>Central Valley Regional Water Quality Control Board</p>	Prior to earthmoving activities	

MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
HYDROLOGY AND WATER QUALITY				
<p>c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:</p> <p>(i) Result in substantial erosion or siltation on- or off-site;</p> <p>(ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;</p> <p>(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or</p> <p>(iv) Impede or redirect flood flows?</p> <p>e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?</p>	<p>Mitigation Measure HYDRO-1: The Stormwater Management Plan shall be designed and engineered to ensure that post-project runoff is equal to or less than pre-project runoff. The Plan shall be consistent with Section 7 of the City's Improvement Standards, which establish minimum storm water management requirements and controls. According to the standards, storm drain discharges must include stormwater quality control measures, and stormwater generated must be adequately treated before discharge. The applicant shall provide the City Engineer with all stormwater runoff calculations with the improvement plan submittal.</p>	City of Hughson Engineer	With improvement plan submittal	
NOISE				
<p>a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise</p>	<p>Mitigation Measure NOI-1: To reduce potential construction noise impacts during project construction, the following multi-part mitigation measure shall be implemented for the project:</p> <ul style="list-style-type: none"> All construction equipment powered by internal combustion engines shall be properly muffled and maintained. 	City of Hughson Public Works Department	Prior to approval of improvement plans for the project	

MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
<p>ordinance, or applicable standards of other agencies?</p> <p>b) Generation of excessive groundborne vibration or groundborne noise levels?</p>	<ul style="list-style-type: none"> Quiet construction equipment, particularly air compressors, shall be selected whenever possible. All stationery noise-generating construction equipment such as tree grinders and air compressors shall be located as far as is practical from existing residences. In addition, the project contractor shall place such stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site. Unnecessary idling of internal combustion engines is prohibited. The construction contractor shall, to the maximum extent practical, locate on-site equipment staging areas so as to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction. Construction shall be limited to 7 AM to 7 PM on weekdays and 8 AM to 4 PM on Saturdays with no work allowed on Sundays unless otherwise authorized by the City in writing. <p><i>This requirement shall be noted in the improvement plans prior to approval by the City's Public Works Department.</i></p> <p>Mitigation Measure NOI-2: Any compaction required less than 26 feet from the adjacent residential structures shall be accomplished by using static drum rollers, which use weight instead of vibrations to achieve soil compaction. As an alternative to this requirement, pre-construction crack documentation and construction vibration monitoring shall be conducted to ensure that construction vibrations do not cause damage to any adjacent structures. These requirements shall be included in the improvements plans prior to their approval by the City's Public Works Department.</p>	City of Hughson Public Works Department	Prior to approval of improvement plans for the project	
TRIBAL CULTURAL RESOURCES				
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms	Mitigation Measure TRIBAL-1: If cultural resources are discovered during project-related construction activities, all ground disturbances within a minimum of 50 feet of the find shall be halted until a qualified professional archaeologist can evaluate the discovery. The archaeologist shall examine the resources, assess their significance, and recommend appropriate procedures to the lead agency to either further investigate or mitigate adverse impacts. If	City of Hughson Community Development Department Qualified archaeologist	If cultural resources are discovered during project-related construction activities	

MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
<p>of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:</p> <p>a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?</p> <p>b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resources to a California Native American tribe.</p>	<p><i>the find is determined by the lead agency in consultation with the Native American tribe traditionally and culturally affiliated with the geographic area of the project site to be a tribal cultural resource and the discovered archaeological resource cannot be avoided, then applicable mitigation measures for the resource shall be discussed with the geographically affiliated tribe. Applicable mitigation measures that also take into account the cultural values and meaning of the discovered tribal cultural resource, including confidentiality if requested by the tribe, shall be completed (e.g., preservation in place, data recovery program pursuant to PRC §21083.2[i]). During evaluation or mitigative treatment, ground disturbance and construction work could continue on other parts of the project site.</i></p>			

Design Expectations

♦ Self Certification Checklist

Prior to submittal of any application subject to the design guidelines the applicant shall complete the following self-certification checklist. The completed checklist shall be submitted as part of the formal application materials for review and use by City staff, Design Review Committee, Planning Commission and City Council.

The “Design Expectations” contained herein have been prepared to encourage each applicant to carefully consider the City’s expectations as they begin the earliest planning stages of a proposed development. While encouraging fairly broad and flexible solutions to address each “Design Expectations”, overall compliance with these “Design Expectations” is not optional. The City Council reserves the right to determine final conformance with these City’s objectives and expectations identified herein.

Prior to submittal of any proposed plan, zoning change, and/or tentative subdivision map application, each project proponent, developer, subdivider, or applicant shall complete the following self-certification checklist. The completed checklist shall be submitted as part of the formal application materials for review and use by City staff, Planning Commission and City Council. If the Community Development Director can clearly determine full compliance with the Single-Family Residential “Design Expectations” as noted in this checklist, no additional review by the Commission/Council may be required.

The “Design Expectations” contained herein have been prepared to encourage each developer to carefully consider the City’s expectations as they begin the earliest planning stages of a proposed residential development. While encouraging fairly broad and flexible solutions to address each “Design Expectations”, overall compliance with these Expectations is not optional. The City Council reserves the right to determine final conformance with these City’s objectives and expectations identified herein.

Site Planning

A. Orientation To Built Community/Adjoining Development	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Numerous points of ingress and egress, interconnecting with local streets, bikeways and sidewalks.				
2. Non-motorized trail system allowing for connecting points to public right-of-ways, trails, streets and public facilities.				
3. Open community, without gates, unless permitted by City Council in special housing situation.				

Design Expectations

4. Any cul-de-sacs are open ended, providing pedestrian and bicyclist access to adjoining streets and public areas.				
5. Design developments that decrease densities as development progresses outward from the center of town towards urban/agricultural edges				
6. No two-story homes adjacent to existing single-story homes.				
7. Homes within ½ mile of railroad or Hatch Road constructed with specified sound rated assemblies or doors, windows and sliding glass doors.				
B. Orientation to Parks, Public Open Space and “Edges” of the Community.	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Homes that “front” onto parks and open space edges in order to provide “eyes” on passive and active places.				
2. On lots or homes that “back up” to the edge provide visual breaks through design or open fencing elements.				
3. Along permanent city edges provide perimeter streets with homes “facing” the city’s edge versus “backing up” to our edge.				
4. Perimeter walls along edges of neighborhoods only permitted when abutting major arterial or expressway.				
5. In those instances with perimeter lots backing up to arterial roadway, homes limited to single story in height or provide other design solution (i.e., extra deep lots, excessive rear yard setback, etc.) to reduce visual “tunnel look”.				
C. General Street Widths and Block Lengths	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Overall street system that incorporates principles of grid based street system with multiple connections and routes to each destination point.				
2. Residential streets with hierarchy of size and width which include arterials, collectors, parkway streets, and local residential streets.				

Design Expectations

3. Elongated and open ended cul de sacs may be appropriate only in limited instances.				
D. Reduce Vehicle Speeds Through Neighborhoods	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Traffic calming features, including bow-outs at intersections of collectors and/or local residential streets, to enhance pedestrian/vehicular separation and lessen speeds.				
2. Special paving treatments, such as texturing or interlocking pavers considered in crosswalks at key intersections.				
3. Define key neighborhood entry points through the use of bow-outs, landscaping, monuments, and roadway texture changes to create visual and audible cues of entryway.				
E. Encourage Pedestrian Activity In Residential Neighborhoods	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Pedestrian sidewalks or pathways on both sides of all streets.				
2. Pedestrian sidewalk separated from the street curb by a landscaped planter strip ranging in width from a minimum of 4' to 8' depending on the classification and function of the adjoining roadway.				
3. Installation of Decorative Bollard type bicycle locking devices in lieu of standard bicycle rack devices				
4. Street trees planted at intervals of 20-30 feet on center within landscaped planter strip.				
5. Street trees incorporate deep-root watering technologies to prevent root intrusion and damage to streets, driveways and sidewalks.				
6. Street tree species that have a broad canopy in order to provide shade as well as pleasant enclosure of the street				
7. Street tree species to emphasize deciduous varieties that provide summer shading, fall and/or spring colors, and open canopy for winter sun and warmth. Deep rooting varieties will include deep root enclosures.				

Design Expectations

8. Themed street tree pattern defined by a predominant species along each arterial and collector street. Oak trees encouraged.				
9. Development provides for creation of a Landscape and Lighting Maintenance Benefit District (or comparable maintenance districts) to preserve and maintain in perpetuity all district landscape features, lighting elements, special paving/transportation features, pedestrian/bicyclist pathways, and monument/signing entry elements.				
10. Where possible, a system of Class 1 Bikeways and Trails have been designed within and around the development to encourage off-street, non-vehicular pedestrian circulation.				
11. Class II and III Bikeways have been designed on all arterial or collector streets consistent with the City's Bike and Trail Master Plan.				
12. Specifications for all related design details for a pedestrian/bicycle trail include pavement striping legends, decorative bollard design and placement details, trail/road crossing intersection details, roadway signing, trail signing, low level security lighting, and acceptable fire-resistive landscape planting materials and has been submitted for review and approval by the City,				
F. Enhance the Pedestrian Scale of the Residential Streetscape	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Decorative light standards and fixtures consistent with Hughson's small town, rural character is used along residential streets at a scale consistent with the street classification.				
2. All new and existing overhead utility lines and structures placed below ground during development to reduce visual clutter and avoid conflicts with street trees.				
3. Any above ground utility structure that cannot be mounted or installed below ground sufficiently screened in a manner to soften its visual appearance along the streetscape..				

Design Expectations

4. Decorative Street signing consistent with the City's small town, rural character and meeting all necessary regulatory requirements be installed or used along residential streets and placed in a manner which enhances its scale and is consistent with the street classification.				
G. Provide Variation in Lot Depths and Lot Widths	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Provide variation in the width and depth of proposed lots in order to allow opportunities for the construction of homes which include a wide side yard for possible off-street placement of accessory buildings and/or RV parking behind fence				
2. Use any curvilinear or angle streets to allow varied lot width and depth along streets and/or blocks.				
H. Street View (Perimeter) Walls & Monument Entries/ Access	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Incorporate design features in perimeter walls that include off-sets, wall/metal combinations, walls with varying heights, and extensive landscape screening.				
2. Plan for multiple ingress and egress points into residential subdivisions along perimeter walls where traffic and noise impacts allow. This orientation should always contribute to a more aesthetic and pedestrian friendly streetscape.				
3. Enhance the visual attractiveness of the community by providing attractive streetscapes, particularly along major expressways, arterials and collector streets.				
4. Deep, landscaped setbacks to separate perimeter walls from adjoining street right-of-ways and other public views. Class I pathways and bicycle trail systems to be incorporated within these perimeter setback areas.				
5. Neighborhood entry markers and/or monuments that contribute to creating a sense of place for the residential community.				

Design Expectations

6. Maximize placement of single story residences on lots that back up to the inside or perimeter subdivision walls to lessen the effect or large two-story homes with rear windows facing the arterial or expressway view. [Also See Element 2. (e)]				
I. Provide Variation In Building Setback and Streetscape Expression	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Fully utilize the opportunities to vary plot placements to incorporate varied front building setbacks along each streetscape. [Also See Element No. 8 (a)]				
2. Design diversity that breaks from repetitive tract house style by providing front elevation variation throughout the neighborhood plan. [Also See Element No. 2 (a) & (b)]				
3. Options offered that provide variety of Plot Placements and Footprint sizes at time of sale				
4. Manipulate building massing and exterior elements to allow for visual interest and bulk/height variety along the streetscape.				
5. Building placement and orientation acknowledging the natural terrain, drainage and vegetation where appropriate that offers variety in streetscape expression.				
J. Building Variety and Type	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. A combination of both one and two story homes will be provided throughout each residential neighborhood.				
2. For each housing development of less than 100 units, applicant shall offer a minimum of seven (7) separate floor plans each with four (4) alternate elevations, of which three (3) must be single story and at least two (2) must be plans for 2000 square feet or less. The number of lots that can accommodate each of the seven (7) plans shall be approximately equal.				

Design Expectations

3. For neighborhoods larger than 100 units, applicant shall offer a minimum of ten (10) separate floor plans, each with six (6) alternate elevations, of which four (4) must be single story and at least three (3) must be plans for 2000 square feet or less. The number of lots that can accommodate each of the ten (10) plans shall be approximately equal.				
4. A variety of house sizes provided throughout each separate development in an effort to allow for diversity in the economic makeup and price range with each neighborhood.				
K. Minimize Impact of Garages and Off Street Parking Areas	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Garages are not to be the prominent feature on the front elevation of any residence. Creative efforts will be expected to lessen the garage as a prominent feature including, but not be limited to, the following design elements:				
2. Side turn-in garage may protrude in front of front house elevation.				
3. Provide a second story above the garage with features such as protruding balconies or strong architectural elements to draw attention away from garage doors.				
4. Detach garage to rear of property – may tie to residence with trellis, breezeway, etc.				
5. Courtyard garage design.				
6. Porte-cocheres to create pass-through to side garage and extra parking space.				
7. On corner lots, garages accessed from side other than front of house when possible				
8. Front loaded garages wider than two cars in width are only permitted when placed on lots wider than 75'.				
9. Three car garages may be permitted in lots smaller than 75' when the third car space is situated in a tandem parking alignment.				

Design Expectations

10. Front loaded garage elements not to exceed more than fifty percent (50%) of the overall width of the residence.				
11. All garages maintain a setback (driveway length) of at least 20' from property line of loading street. Alley setbacks will be 3'				
12. Driveways will be located on the side of the lot farthest from the intersection if the lot is a corner lot.				
13. There shall be illuminated address numerals posted on the building so as to be plainly visible from all adjoining streets or driveways during both daylight and night time hours.				
14. Place active living areas at the front of the structure with windows onto the street limiting garage projection				
L. Creative Entry Walks and Driveways	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Optional offering of separate pedestrian access to the front door from the driveway.				
2. Optional offering of "Hollywood" driveways to be used when providing access to garages or off-street parking areas in the rear half of the lot.				
3. When any driveway is wider than 20 feet, developer has will offer construction with visually contrasting paving surface elements such as salt finish bomanite, stamped/colored concrete, brick, or paving stones.				
4. Driveway access to "third" garages and/or R.V. parking areas should be offered with alternative paving materials (i.e. Hollywood driveways, pavers, decorative concrete, etc.)				
M. Maximize Porches, Entries and Courts	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Each house should have a clearly identified entry and have active use windows (i.e., living room, kitchen, family room) facing the street.				
2. Porches of sufficient overall size and scale to balance the appearance of the front façade and provide weather protection and shade.				

Design Expectations

3. Front porches large enough (minimum of 6 feet in depth) to accommodate chairs to provide an opportunity for increased interaction among neighbors				
4. Corner lot houses include wrap around porches on both street sides to establish a strong “street relationship” where possible				
5. At a minimum, the front door should have the same prominence as the garage door.				
6. Use of courtyards that offer additional semi-enclosed private front yard exterior living area shall be offered where possible.				
N. General Architecture	Applicable	Not Applicable	Applicant Remarks	Staff Remarks
1. Roof form, mass, shape, material and color changes to create variations in plans. [Also See Element No. 1 (b)]				
2. Consistent levels of detailing/finish on all sides of structures such as recessed, pop out, or trim features.				
3. Window shape, placement and detailing that breaks long expanse of exterior walls (i.e., shutters, window boxes, moldings, multi-panes, and decorative window heads				
4. A minimum of 15 color schemes for exterior surface and five (5) color options for trim are offered to buyer for subdivisions of 100 or more houses, and a proportional number for subdivisions under 100 houses, but never less than 8 color schemes and 3 options for trim.				
5. Residential heating/air conditioning units located to have the minimum visual impact and noise impact on adjacent residential neighbors. Roof-mounted screens/vents compatible with roof material and color.				
6. All trash and storage areas, mechanical equipment, and all other building appurtenances (i.e. utility meters, electrical boxes, air conditioners, fire sprinkler backflow valves, etc.) shall be screened from public view and adjacent properties. Details of the proposed screening shall be shown on the final construction and/or landscape plans. Roof-mounted screens and vents shall be compatible with final roof materials and colors.				

Design Expectations

7. Garage door recessed a minimum of 1 foot behind leading wall of garage (encouraged to have window elements and wall accent/base elements).				
8. The use of dormers, triangular knees, and exposed beams and rafter tails on exterior eaves to provide design accents.				
9. The application of architectural embellishments to chimneys, porte-cocheres, porches and entry ways to provide visual interest (i.e., stone work, trellises, extra stickwork, support bases and walls, railings, caps, etc.)				
10. Solar panels, if used or offered, should be integral with the roof.				
11. Roof chimneys and vents minimized with size, composition and color to harmonize with the surrounding materials.				
O. Gateways				
1. Require design review on all development projects and capital improvements within view of these designated “gateway zones”				
2. Coordinate development of entryway architectural features that compliment and extend features currently found at other “gateway zones” and throughout the city.				
3. Create sense of open space use and vista with architectural features that incorporate structure and landscaping.				



Responses to Comments for the Parkwood Subdivisions Project

Introduction and List of Commenters

The Initial Study / Mitigated Negative Declaration (IS/MND) for the Parkwood Subdivision Project was available for the statutory 30-day public review from June 15, 2020 to July 14, 2020. No new significant environmental impacts or issues, beyond those already covered in the IS/MND for the Parkwood Subdivision Project, were raised during the comment period.

The following table lists the comments on the IS/MND that were submitted to the City of Hughson during the 30-day public review period for the IS/MND. The assigned comment letter, letter date, letter author, and affiliation, if presented in the comment letter or if representing a public agency, are also listed. Letters received are coded with letters (A, B, C, etc.).

LIST OF COMMENTERS ON IS/MND

<i>RESPONSE LETTER</i>	<i>INDIVIDUAL OR SIGNATORY</i>	<i>AFFILIATION</i>	<i>DATE</i>
A	Monique Wilber	California Department of Conservation	7-14-2020
B	Nicholas White	Central Valley Regional Water Quality Control Board	7-8-2020
C	Gina Oltman	Resident of Hughson	6-27-2020
D	Scott Berner	Hughson Fire Protection District	7-14-2020
E	Brenda Smith	Hughson Unified School District	7-14-2020
F	Michael Mitchell	Resident of Hughson	7-14-2020
G	Robin MacDonald	Resident of Hughson	7-3-2020

Responses to Comment Letters

Written comments on the IS/MND are reproduced on the following pages, along with responses to those comments. To assist in referencing comments and responses, the following coding system is used:

- Those comments received are represented by a lettered response.
- Each letter is lettered (i.e., Letter A) and each comment within each letter is numbered (i.e., comment A-1, comment A-2).



JULY 8, 2020

VIA EMAIL: LSIMVOULAKIS@HUGHSON.ORG

City of Hughson, Community Development Department

Attn: Lea Simvoulakis, Director

P.O. Box 9

Hughson, CA 95326

Dear Ms. Simvoulakis:

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE
PARKWOOD SUBDIVISION PROJECT, SCH# 2020060271

The Department of Conservation's (Department) Division of Land Resource Protection (Division) has reviewed the Notice of Intent to adopt a Mitigated Negative Declaration for the Parkwood Subdivision Project (Project). The Division monitors farmland conversion on a statewide basis, provides technical assistance regarding the Williamson Act, and administers various agricultural land conservation programs. We offer the following comments and recommendations with respect to the proposed project's potential impacts on agricultural land and resources.

Project Description

The proposed project includes the subdivision of the approximately 56.04-acre site into 299 single-family residential lots with one single-family home per lot. The lots would range in size from 5,005 to 13,280 square feet. The project also includes development of 6.14 acres of park/dual use facilities. Additionally, the project would include development of circulation and utility infrastructure improvements.

Currently, the project site is in agricultural use and contains Prime Farmland, as identified by the Department of Conservation's Farmland Mapping and Monitoring Program¹.

A-1

¹ California Department of Conservation, Division of Land Resource Protection, Farmland Mapping and Monitoring Program, <https://maps.conservation.ca.gov/DLRP/CIFF/>

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Department Comments

The conversion of agricultural land represents a permanent reduction and significant impact to California's agricultural land resources. Under CEQA, a lead agency should not approve a project if there are feasible alternatives or feasible mitigation measures available that would lessen the significant effects of the project.² All mitigation measures that are potentially feasible should be included in the project's environmental review. A measure brought to the attention of the lead agency should not be left out unless it is infeasible based on its elements.

A-2

As the courts have shown³, agricultural conservation easements on land of at least equal quality and size can mitigate project impacts in accordance with CEQA Guideline § 15370. The Department highlights agricultural conservation easements because of their acceptance and use by lead agencies as an appropriate mitigation measure under CEQA. Agricultural conservation easements are an available mitigation tool and should always be considered; however, any other feasible mitigation measures should also be considered.

A source that has proven helpful for regional and statewide agricultural mitigation banks is the California Council of Land Trusts. They provide helpful insight into farmland mitigation policies and implementation strategies, including a guidebook with model policies and a model local ordinance. The guidebook can be found at:

<http://www.calandtrusts.org/resources/conserving-californias-harvest/>

Conclusion

The Department recommends further discussion of the following issues:

- Type, amount, and location of farmland conversion resulting directly and indirectly from implementation of the proposed project.
- Impacts on any current and future agricultural operations in the vicinity; e.g., land-use conflicts, increases in land values and taxes, loss of agricultural support infrastructure such as processing facilities, etc.
- Incremental impacts leading to cumulative impacts on agricultural land. This would include impacts from the proposed project, as well as impacts from past, current, and likely future projects.

A-3

² Public Resources Code section 21002.

³ *Masonite Corp. v. County of Mendocino* (2013) 218 Cal.App.4th 230, 238.

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- Proposed mitigation measures for all impacted agricultural lands within the proposed project area.

A-3
cont'd

Thank you for giving us the opportunity to comment on the Notice of Intent to adopt a Mitigated Negative Declaration for the Parkwood Subdivision Project. Please provide this Department with notices of any future hearing dates as well as any staff reports pertaining to this project. If you have any questions regarding our comments, please contact Earl Grundy, Associate Environmental Planner at (916) 324-7347 or via email at Earl.Grundy@conservation.ca.gov.

A-4

Sincerely,

Monique Wilber

Monique Wilber

Conservation Program Support Supervisor

Response to Letter A: Monique Wilber, California Department of Conservation

Response A-1: This comment is noted. This comment serves as an introduction to the letter. This comment notes the responsibilities of the Department of Conservation's Division of Land Resources Protection. Additionally, the commenter summarizes the proposed project description, and notes that the project site is in agricultural use and contains Prime Farmland, as identified by the Department of Conservation's Farmland Mapping and Monitoring Program.

As discussed on page 24 of the IS/MND and as shown in Figure 7 of the IS/MND, the majority of the project site is designated Prime Farmland as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency. A portion of the site along the northern boundary is designated Urban and Built-Up Land. The proposed project would result in the conversion of this designated Prime Farmland land to a non-agricultural use. Further, as discussed in the Project Description on page 4 of the IS/MND, the site has previously been used for agricultural and single-family ranchette uses. Orchards are currently located throughout the project site, including mature and young walnut and almond trees. No further response is warranted.

Response A-2: The commenter notes that conversion of agricultural land represents a permanent reduction and significant impact to California's agricultural land resources and that, under CEQA, a lead agency should not approve a project if there are feasible alternatives or feasible mitigation measures available that would lessen the significant effects of the project. The commenter also notes that all mitigation measures that are potentially feasible should be included in the project's environmental review, and that a measure brought to the attention of the lead agency should not be left out unless it is infeasible based on its elements.

The commenter further notes that agricultural conservation easements on land of at least equal quality and size can mitigate project impacts in accordance with CEQA Guideline §15370. According to the comment, the Department of Conservation highlights agricultural conservation easements because of their acceptance and use by lead agencies as an appropriate mitigation measure under CEQA. In addition, the commenter notes that agricultural conservation easements are an available mitigation tool and should always be considered; however, any other feasible mitigation measures should also be considered. The comment concludes with information regarding regional and statewide agricultural mitigation banks is the California Council of Land Trusts.

This comment is noted. Impacts associated with agricultural land conversion, including impacts associated with other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use, are discussed in Section II, Agriculture and Forestry

Resources, of the IS/MND. As discussed on page 24, the proposed project will convert Prime Farmland to single-family residential uses. However, the project site is designated as Low Density Residential (LDR) (approximately 19.28 acres), Medium Density Residential (MDR) (approximately 17.73 acres), and Service Commercial (SC) (approximately 19.00 acres) by the Hughson General Plan Land Use Map. The Hughson General Plan EIR anticipated development of the project site as part of the overall evaluation of the build out of the City. The General Plan EIR addressed the conversion and loss of agricultural land that would result from the build out of the General Plan (General Plan 2023 Draft EIR, pp. 4.2-1 through 4.2-15). The General Plan EIR determined that even with the implementation of the General Plan goals, policies, and actions (including, but not limited to, Goal COS-1, Actions LU-1.2, COS-1.2, and COS-1.3, and Policies COS-1.1, COS-1.3, COS-1.6, COS-1.7), the impact would be significant and unavoidable. The City subsequently adopted a Statement of Overriding Consideration and certified the General Plan EIR. The proposed project is generally consistent with the General Plan.

Because conversion of the project site from agricultural to urban uses was previously analyzed in the City's General Plan EIR, implementation of the proposed project would have a less than significant impact relative to this issue.

Further, impacts associated with other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use, are discussed on pages 25 and 26. As discussed, the agricultural land located west of the site, opposite Santa Fe Avenue, is designated mainly Vacant or Disturbed Land, with some Prime Farmland located west of the southwestern corner of the site (see Figure 7). The land to the east is designated for Agriculture by the Stanislaus County General Plan land use map. In order to ensure that development of the site does not result in conversion of the portion of Prime Farmland located west of the southwestern corner of the site to non-agricultural use, the project would be subject to the City's Right to Farm Ordinance. Section 17.03.064 of the Hughson Municipal Code outlines the Right to Farm Ordinance, including nuisances, deed restrictions, and notification to buyers.

The project will comply with the City's Right to Farm Ordinance (as required by Mitigation Measure AG-1). Because conversion of the project site from agricultural to urban uses was analyzed in the City's General Plan EIR, and because the project will be subject to the Right to Farm Ordinance, implementation of the proposed project would have a less than significant impact relative to this issue.

Because the conversion of agricultural land to urban uses was analyzed by the City's General Plan EIR, mitigation is not required for conversion of on-site Important Farmland.

Response A-3: The commenter recommends the following issues be further discussed:

- Type, amount, and location of farmland conversion resulting directly and indirectly from implementation of the proposed project.
- Impacts on any current and future agricultural operations in the vicinity; e.g., land-use conflicts, increases in land values and taxes, loss of agricultural support infrastructure such as processing facilities, etc.
- Incremental impacts leading to cumulative impacts on agricultural land. This would include impacts from the proposed project, as well as impacts from past, current, and likely future projects.
- Proposed mitigation measures for all impacted agricultural lands within the proposed project area.

This comment is noted. See Response A-2 which details the: (1) type, amount, and location of on-site and adjacent farmlands, including a discussion of the farmland conversion that would result from implementation of the project; and (2) impacts on agricultural operations in the vicinity. As discussed, the proposed project will convert Prime Farmland to single-family residential uses. Because the conversion of agricultural land to urban uses was analyzed by the City's General Plan EIR, mitigation is not required for conversion of on-site Important Farmland.

As noted in Response A-2, the lands adjacent to the site contain religious uses and residential uses. The agricultural land located west of the site, opposite Santa Fe Avenue, is designated mainly Vacant or Disturbed Land, with some Prime Farmland located west of the southwestern corner of the site (see Figure 7). It is noted that Mitigation Measure AG-1 is included in the IS/MND to ensure that adjacent off-site agricultural operations are not significantly impacted by development of the proposed project.

Impacts associated with cumulative agricultural impacts are discussed on pages 157 and 158 of the IS/MND. As discussed, the Initial Study includes an analysis of the project impacts associated with agricultural resources, and it was found that the proposed project would have either no impact, a less than significant impact, or a less than significant impact with the implementation of Mitigation Measure AG-1. This mitigation measure would also function to reduce the project's contribution to cumulative impacts. There are no significant cumulative or cumulatively considerable effects that are identified associated with the proposed project after the implementation of all mitigation measures presented in the IS/MND, including Mitigation Measure AG-1.

Response A-4: This comment is noted. This comment serves as a conclusion to the letter. This comment letter has been forwarded to the decision-makers for their consideration. No further response is necessary.



Central Valley Regional Water Quality Control Board

14 July 2020

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

COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATED NEGATIVE DECLARATION, PARKWOOD SUBDIVISION PROJECT, SCH#2020060271, STANISLAUS COUNTY

Pursuant to the State Clearinghouse's 12 June 2020 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the Parkwood Subdivision Project, located in Stanislaus County.

B-1

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

B-2

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by the State Water Resources Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases, the United States Environmental

KARL E. LONGLEY SCD, P.E., CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

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Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues. For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:
http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/

B-2
cont'd

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Implementation Policy is available on page 74 at:

https://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr_2018_05.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

B-3

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

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Phase I and II Municipal Separate Storm Sewer System (MS4) Permits¹

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

B-5

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 2014-0057-DWQ. For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml

B-6

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACE). If a Section 404 permit is required by the USACE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements. If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACE at (916) 557-5250.

B-7

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic

B-8

¹ Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

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General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications. For more information on the Water Quality Certification, visit the Central Valley Water Board website at:

https://www.waterboards.ca.gov/centralvalley/water_issues/water_quality/certification/

B-8
cont'd

Waste Discharge Requirements – Discharges to Waters of the State

If USACE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation. For more information on the Waste Discharges to Surface Water NPDES Program and WDR processes, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/water_issues/waste_to_surface_water/

B-9

Projects involving excavation or fill activities impacting less than 0.2 acre or 400 linear feet of non-jurisdictional waters of the state and projects involving dredging activities impacting less than 50 cubic yards of non-jurisdictional waters of the state may be eligible for coverage under the State Water Resources Control Board Water Quality Order No. 2004-0004-DWQ (General Order 2004-0004). For more information on the General Order 2004-0004, visit the State Water Resources Control Board website at:

https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Threat General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Threat Waiver) R5-2018-0085. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

B-10

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

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For more information regarding the Low Threat Waiver and the application process, visit the Central Valley Water Board website at:

https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2018-0085.pdf

B-10
cont'd

Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Limited Threat Discharges to Surface Water* (Limited Threat General Order). A complete Notice of Intent must be submitted to the Central Valley Water Board to obtain coverage under the Limited Threat General Order. For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:

https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2016-0076-01.pdf

B-11

If you have questions regarding these comments, please contact me at (916) 464-4856 or Nicholas.White@waterboards.ca.gov.

B-12



Nicholas White
Water Resource Control Engineer

cc: State Clearinghouse unit, Governor's Office of Planning and Research,
Sacramento

Response to Letter B: Nicholas White, Central Valley Regional Water Quality Control Board

Response B-1: This comment is noted. This comment serves as an introduction to the letter and does not warrant a response. No further response is necessary.

Response B-2: The commenter provides background information regarding the responsibilities of the Central Valley Regional Water Quality Control Board (RWQCB). This information further elaborates on regulatory setting information provided in the Initial Study. The City of Hughson, including the proposed project site, is located in the Turlock Groundwater Basin. The project site is located within the Water Quality Control Plan for the Sacramento-San Joaquin River Basins (Basin Plan) area. This comment is noted. No further response is necessary.

Response B-3: The commenter provides information regarding “Antidegradation Considerations,” including the Basin Plan’s policy and analysis requirements for National Pollutant Discharge Elimination System (NPDES) and Waste Discharge Requirement (WDR) permitting. Project impacts to groundwater and surface water quality are addressed in Section X, Hydrology and Water Quality, of the IS/MND. Impacts were determined to be less than significant with implementation of Mitigation Measure GEO-2 (preparation of a Storm Water Pollution Prevention Plan [SWPPP]). The IS/MND adequately analyzes the potential impacts to groundwater and surface water quality.

Response B-4: The commenter identifies construction storm water permit requirements for projects that disturb one or more acres of soil or are part of a larger plan that in total disturbs one or more acres of soil. As described on page 68 of Section VII, Geology and Soils, of the IS/MND, without implementation of appropriate Best Management Practices (BMPs) related to prevention of soil erosion during construction, development of the project would result in a potentially significant impact with respect to soil erosion. Mitigation Measure GEO-2 requires preparation of a SWPPP. The SWPPP will include project specific best management measures that are designed to control drainage and erosion. Furthermore, proposed project will include detailed project specific drainage plan that control storm water runoff and erosion, both during and after construction. The SWPPP and the project specific drainage plan would reduce the potential for erosion. Mitigation Measure GEO-2 of the IS/MND requires the applicant to prepare a SWPPP and implement BMPs. The IS/MND adequately reflects the information provided in the comment.

Response B-5: The commenter discusses Best Management Practices and municipal separate storm sewer system (MS4) requirements for storm drainage systems. The City of Hughson is classified as a Phase II city by the State Water Resources Control Board. As such, the City, and consequently new development, is required to comply with the State Board’s storm water NPDES permit for Phase II cities. This

comment does not warrant any modifications to the IS/MND. No further response is necessary.

Response B-6: The commenter discusses Industrial Storm Water General Permit requirements. The proposed project does not include industrial uses. This comment does not warrant any modifications to the IS/MND. No further response is necessary.

Response B-7: The commenter indicates that a Section 404 permit from the U.S. Army Corps of Engineers would be required for activities involving a discharge to waters of the U.S. Section IV, Biological Resources, of the IS/MND analyzes potential impacts to water of the U.S. as a result of project development. As discussed on page 52 of the IS/MND, the project site does not contain protected wetlands or other jurisdictional areas and there is no need for permitting associated with the federal or State Clean Water Acts. The Turlock Irrigation District canal along the northern site boundary is a man-made facility with the sole purpose of agricultural irrigation. These ditches are exempt from permitting. This comment does not warrant any modifications to the IS/MND. No further response is necessary.

Response B-8: The commenter indicates that a Section 401 Water Quality Certification from the State Board would be required for activities that require a Section 404 permit or other federal permits. As noted in Response B-7 above, the project site does not contain protected wetlands or other jurisdictional areas and there is no need for permitting associated with the federal or State Clean Water Acts. This comment does not warrant any modifications to the IS/MND. No further response is necessary.

Response B-9: The commenter indicates that a Waste Discharge Requirement is required if there are State waters that require discharge or dredging. As noted in Responses B-7 and B-8, the project site does not contain protected wetlands or other jurisdictional areas. This comment does not warrant any modifications to the IS/MND. No further response is necessary.

Response B-10: The commenter indicates that if the proposed project includes construction dewatering, the proposed project will require coverage under a NPDES permit. Dewatering is not anticipated to be required during construction of the proposed project, however, should groundwater be encountered during construction and dewatering become necessary, the applicant would be required to seek the proper NPDES permit for dewatering activities.

Response B-11: The commenter indicates that if the proposed project includes construction dewatering, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering is not anticipated to be required during construction of the proposed project, however, should groundwater be encountered during construction and dewatering become necessary, the applicant would be required to seek the proper NPDES permit for dewatering activities.

Response B-12: This comment is noted. This comment serves as a conclusion to the letter and does not warrant a response. No further response is necessary.

Subject: Responses to Comments and Errata for the Parkwood Subdivision Project IS/MND
Date: July 17, 2020

From: Gina Oltman <ginaoxyz@gmail.com<<mailto:ginaoxyz@gmail.com>>>
Sent: Saturday, June 27, 2020 8:07 AM
To: Lea Simvoulakis <lsimvoulakis@hughson.org<<mailto:lsimvoulakis@hughson.org>>>
Subject: Dog Park in Proposed Development?

Hi, Lea:

In a previous email, you mentioned that you advised the developer of the subdivision proposed for the southeast corner of Hatch and Santa Fe to include a dog park. I was reading the initial study and mitigated neg dec report on the project, and it does not include a dog park. (See quoted text below.) Is a dog park going to be included? The report does not appear to be a draft.

Please let me know what the plan is. From talking to Natalie Mendoza (intern), it sounds like the city's survey a couple of months ago showed significant support for a dog park, so it seems like that would be a good thing to actively pursue for the community.

From the report:

"The project includes two common space areas totaling 6.14 acres: one in the eastern portion of the subdivision, and one in the western portion of the subdivision. The eastern park area will include street, signature, accent, and shade trees, a neighborhood connecting path, children's play equipment, turn mounding and seat walls, terraced grass seating with barbecue tables, and open turf social space. The western park area will include street, accent, and shade trees, a neighborhood connecting path, children's playground equipment, a tennis court, a basketball court, a pickleball court, a gazebo, and open turf social space."

Best,
Gina

Sent from Mail<<https://go.microsoft.com/fwlink/?LinkId=550986>> for Windows 10

C-1

Response to Letter C: Gina Oltman, Resident of Hughson

Response C-1: The commenter questions whether a dog park is included in the proposed project, and notes that a city survey showed significant support for a dog park. The commenter also correctly quotes page 4 of the IS/MND, which discusses the proposed park facilities.

This comment is noted and has been forwarded to the decision-makers for their consideration. The project applicant agrees that a dog park can be an excellent community asset as it provides an avenue for increased social interactions among City residents and presents opportunities for community members to build relationships with their neighbors. Generally, dog parks provide a dedicated space to run free and easily socialize with other dogs in-lieu of open space recreation areas that typically have strict leash-only laws. The latest update to the proposed project site plan incorporates a dog park facility within the main park area. The area designated for a dog park is of such a size that it could accommodate a separate play area for both large and small dogs, should the City desire this type facility. Final design of the dog park, including the types of amenities for both the dogs and their owners, will be subject to review and approval of the City's Community Development Director and/or the City's Planning Commission.

From: Scott Berner <sberner@hughsonfire.com>
Sent: Tuesday, July 14, 2020 1:44 PM
To: Lea Simvoulakis <lsimvoulakis@hughson.org>
Cc: Randall Kelley <rkelley@hughsonfire.com>
Subject: Parkwood Subdivision

Hi Lea,

Thank you for taking the time to meet with Randall and I this morning. We appreciate you explaining in further details of what was outlined and by whom in the "Initial Study" under the Fire Protection section. | D-1

As mentioned, one of our key concerns about this project would be making sure the we have proper enough access for the fire apparatus to navigate the streets with or without parked vehicles. We are concerned also about the design of some of these homes that share a common driveway. Not only does it present a challenge from an access standpoint, but the additional expose it presents to the residents neighbor should there be a fire in one of the residents. | D-2

Also, as we read thru the Initial Study, we found a lot of the verbiage incorrect, and some of it came across as others were speaking on our behalf. I will try to be more specific. | D-3

- In paragraph 2 on page 122, it references that if the Hughson Fire Protection District (HFPD) were not available to respond to a calls, another agency would respond. Yes, we do have mutual aid agreements where is we assist other departments as they assist us as well on call where additional resources are required. However, in the years I have been on the department, I don't recall a time we were "not available to respond" to a call. | D-4

- It is referenced a few times that the Stanislaus Consolidated Fire Protection Districts (SCFPD) cooperates with the City. This is not a correct statement, the SCFPD is a district similar to HFPD that provides emergency services to the Empire, Southwest Modesto, Waterford and Riverbank communities. It would be the Stanislaus County Fire Warden office in conjunction with the HFPD that should be working with the City as it relates to fire prevention and various code requirements, water supply and street widths etc. | D-5

- Paragraph 4 references that this project "would place additional demands for fire service on the HFPD. What is the definition of the "additional demands" and who is making that decision? | D-6

- Paragraph 4 talks about the City of Hughson General Plan that would allow for the HFPD to continue providing adequate facilities and staffing levels. What are these specific plans? It is also our understanding that those plans are 15 years old? | D-7

- In the last paragraph of page 123, there is a lot of reference to how this project should have "less than significant" impact on the HFPD and no need to physically or alter fire facilities, and that property tax revenues would fund capital and labor cost associated with fire protection services. What and who defines "less than significant" The concern is with this is who has made this determination in this report on our behalf. | D-8

Our goal is to provide a supportive roll in the community for emergency services and fire suppression services, but it is imperative that we take a stronger roll and participation in the ability to communicate directly the impact that future growth and development of the City of Hughson would have on the HFPD. | D-9

Thank you again for your time.

Scott

Scott Berner
Fire Chief
Hughson Fire Protection District
Office (209) 883-2863
Cell (209) 541-8657
sberner@hughsonfire.com

Response to Letter D: Scott Berner, Hughson Fire Protection District

Response D-1: This comment is noted. This comment serves as an introduction to the letter. This comment letter has been forwarded to the decision-makers for their consideration. No further response is necessary.

Response D-2: The commenter notes that one of the key concerns about the project is making sure the Hughson Fire Protection District (HFPD) has enough access for the fire apparatus to navigate the streets with or without parked vehicles. The commenter also expresses concerns about the design of some of these homes that share a common driveway. The commenter states that “not only does it present a challenge from an access standpoint, but the additional expose it presents to the residents neighbor should there be a fire in one of the residents.”

This comment is noted. Impacts associated with emergency vehicle access are discussed on pages 82, 83, 141, and 142 of the IS/MND. As discussed on page 83, all major roads in Stanislaus County are available for evacuation, depending on the location and type of emergency that arises. The main evacuation routes according to the Stanislaus County Emergency Operations Plan are State Route (SR) 99 and 132. These roadways are capable of handling heavy truck traffic, as well as traffic from passenger vehicles and would be a primary route for evacuations. The proposed project does not include any actions that would impair or physically interfere with any of Stanislaus County’s emergency plans or evacuation routes. Future uses on the project site will have access to the County resources that establish protocols for safe use, handling and transport of hazardous materials. Construction activities are not expected to result in any unknown significant road closures, traffic detours, or congestion that could hinder the emergency vehicle access or evacuation in the event of an emergency.

Additionally, as discussed on pages 141 and 142, no site circulation or access issues have been identified that would cause a traffic safety problem/hazard or any unusual traffic congestion or delay. All emergency vehicles arriving to and from the proposed project would be able to enter via Santa Fe Avenue, Flora Vista Drive or Estancia Drive. All accesses would be designed to City standards that accommodate turning requirements for fire trucks. These multiple entry/exit points provide flexibility for emergency vehicles to access or evacuate from multiple directions during an emergency. There are no safety, capacity, or sight distance issues identified with the project site plan.

Further, as noted on page 122 of the IS/MND, prior to project approval, the Stanislaus Fire Protection District reviews plans for new development to assess design issues, such as the provision of adequate water supply systems, compliance with minimum street widths, and hydrant locations and distances. This plan review process would ensure adequate on-site and adjacent emergency access.

Response D-3: The commenter notes that a lot of the verbiage in the IS/MND is incorrect, and introduces a list of specific concerns. See Responses D-4 through D-8, which address each of the listed concerns.

Response D-4: The commenter notes that the IS/MND “references that if the [HFPD] were not available to respond to calls, another agency would respond. Yes, we do have mutual aid agreements where we assist other departments as they assist us as well on call where additional resources are required. However, in the years I have been on the department, I don’t recall a time we were ‘not available to respond’ to a call.”

This comment is noted. The commenter has adequately described the mutual aid agreements in the project area. As noted on page 122, while the HFPD provides primary fire protection to the community, it also has a mutual aid agreement with most of the other fire protection service providers in Stanislaus County. As a result, if the HFPD is not available to answer a call in the city, another fire department or district will respond to the call. The text in question is intended to convey that, *if* (emphasis added) the HFPD is responding to a call, then other departments could assist *if* (emphasis added) one or more subsequent calls warranted fire response.

Response D-5: The commenter notes that the IS/MND makes an incorrect statement regarding the Stanislaus Consolidated Fire Protection District (SCFPD) cooperation with the City. The commenter further notes that “the SCFPD is a district similar to HFPD that provides emergency services to the Empire, Southwest Modesto, Waterford and Riverbank communities. It would be the Stanislaus County Fire Warden office in conjunction with the HFPD that should be working with the City as it relates to fire prevention and various code requirements, water supply and street widths etc.”

This comment is noted. As noted on page 122 of the IS/MND, the HFPD provides primary fire protection to the community. The IS/MND further states that the SCFPD cooperates with the City to reduce the risk of fires in the area. Because this comment does not address the adequacy of the IS/MND, no further response is warranted.

Response D-6: The commenter cites various discussions in the IS/MND pertaining to fire demand and notes that the project “would place additional demands for fire service on the HFPD. The commenter questions what the definition of “additional demands” is, and who makes that decision.

This comment is noted. As stated on page 122 of the IS/MND, the proposed project would add 299 residential units, which is anticipated to add 1,034 people to the City of Hughson. The additional of 1,034 people in the City of Hughson would place additional demands for fire service on the HFPD. The residents of the proposed project may require services from the HFPD over the lifetime of the

project. As such, this is considered an “additional demand” on the HFPD. The decision of “additional demand” is not made by a single person, entity, agency, etc. Instead, the additional demand has been qualified by the analysis included in the IS/MND.

Response D-7: The commenter states that the IS/MND notes that the City of Hughson General Plan would allow for the HFPD to continue providing adequate facilities and staffing levels. The commenter further questions what those specific plans are, and notes that the plans are believed to be 15 years old.

This comment is noted. As discussed on pages 122 and 123, the City of Hughson General Plan includes policies and actions that would allow for the District to continue providing adequate facilities and staffing levels. For example, Policies PSF-2.1 and PSF-2.2, and Action PSF-2.1, address continued cooperation between the City and the Hughson Fire Protection District to provide adequate fire protection service to the community and explore methods to improve the level of service provided. The City would also continue to support the existing mutual aid agreements (Policy PSF-2.3). To reduce the overall need for fire protection, the City would enforce all relevant fire codes and ordinances (Policy PSF-2.4), require all new development to use fire-safe building materials and early warning systems, install sufficient water supply systems (Policy PSF-2.5), and encourage the installation of sprinkler systems (Policy PSF-2.6). The City would also forward new development applications to the Hughson Fire Protection District and Stanislaus County Fire Protection District for their review (Action PSF-2.2).

The commenter is correct that the City’s General Plan is 15 years old. However, these policies and actions are intended to provide long term strategies that would allow for the District to continue providing adequate facilities and staffing levels over the lifetime of the City’s General Plan document. No further response is warranted.

Response D-8: The commenter notes that the project would have a “less than significant” impact on the HFPD, no need for new fire facilities would be required, and the property tax revenues would fund capital and labor cost associated with fire protection services. The comment also questions what and who defines “less than significant”, and expresses a concern with who has made this determination on the HFPD’s behalf.

This comment is noted. The evaluation instructions and significance determinations used throughout the IS/MND are included on pages 20 and 21 of the IS/MND. As shown, once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. The “less than significant” impact determination is defined as: “A less than significant impact is one which is deemed to have little or no adverse effect

on the environment. Mitigation measures are, therefore, not necessary, although they may be recommended to further reduce a minor impact.” Similar to what is noted above in Response D-6, the determination of whether impacts related to fire protection services would be “less than significant” is not made by a single person, entity, agency, etc. Instead, the significance determination has been qualified by the analysis included in the IS/MND.

Response D-9: This comment is noted. This comment serves as a conclusion to the letter and does not warrant a response. No further response is necessary.

From: Brenda Smith <bsmith@hughsonschools.org>
Sent: Tuesday, July 14, 2020 2:43 PM
To: Lea Simvoulakis <lsimvoulakis@hughson.org>
Subject: Re: School enrollment

Ms. Simvoulakis and the City Council,

Thank you for letting me review the plan for the potential new subdivision located at Hatch and Santa Fe. In the section on schools, it was stated:

The Hughson Unified School District (HUSD) provides kindergarten through 12th grade education for students living in Hughson and the surrounding unincorporated areas. All of the HUSD's six schools are located within Hughson, including:

- **Hughson Elementary School (pre-kindergarten through 3rd grade) – 583 students during 2015/2016**
 - **Fox Road Elementary School (4th and 5th grades) – 304 students during 2015/2016**
 - **Emilie J. Ross Middle School (6th through 8th grades) – 482 students during 2015/2016**
 - **Hughson High School (9th through 12th grades) – 712 students during 2015/2016**
 - **Billy Joe Dickens Continuation (alternative education) – 29 students during 2015/2016**
 - **Valley Community Day School (8th through 12th grades) – 9 students during 2015/2016**
- As shown above, the schools in the City had a total enrollment of approximately 2,119 students during the 2015/2016 school year.**

E-1

According to the City's General Plan EIR, one residential unit would generate an average of 0.7 students. This total is further broken down into 0.4 kindergarten through 5th grade students, 0.1 6th through 8th grade students, and 0.2 high school students per dwelling unit. Using these rates. The proposed 299 units would result in 119 kindergarten through 5th grade students, 29 6th through 8th grade students, and 59 high school students.

With these numbers, Hughson Unified School District would be impacted in regards to our facilities. We would need approximately four elementary classrooms, one middle school classroom, and two high school classrooms. In addition, we may have some issues with our cafeteria facilities at Hughson Elementary School. At this time, since we are on an uptick in enrollment, our campuses are full. This past summer we had to add a new portable to Fox Road Elementary and Ross Middle School. Further growth due to the subdivisions at Hatch and Euclid and then this proposed subdivision would necessitate us needing more classrooms.

E-2

Please let me know if you have any questions,
Brenda Smith
Superintendent
Hughson Unified School District

Response to Letter E: Brenda Smith, Hughson Unified School District

Response E-1: This comment is noted. This comment serves as an introduction to the letter. This comment summarizes a portion of the analysis pertaining to schools in the IS/MND. This comment letter has been forwarded to the decision-makers for their consideration. The commenter has correctly cited portions of the IS/MND, and no further response is warranted.

Response E-2: The commenter notes that the proposed project student generation would result in an impact to Hughson Unified School District (HUSD) facilities. The commenter notes that the HUSD “would need approximately four elementary classrooms, one middle school classroom, and two high school classrooms.” The commenter also notes that HUSD may have some issues with their cafeteria facilities at Hughson Elementary School. The comment notes that, since HUSD is on an uptick in enrollment, their campuses are full. The comment concludes that “This past summer we had to add a new portable to Fox Road Elementary and Ross Middle School. Further growth due to the subdivisions at Hatch and Euclid and then this proposed subdivision would necessitate us needing more classrooms.”

This comment is noted. As discussed on pages 124 and 125 of the IS/MND, the City’s General Plan includes policies and actions to work with HUSD to provide for adequate and well-designed public school facilities to meet future demand. As a result of General Plan Policies PSF-3.1 and PSF-3.2, the City would work with HUSD to ensure, to the extent allowed by law, that adequate school facilities are provided concurrently with new development. Hughson would also provide the District with the opportunity to review residential development proposals to assist the City in assessing the potential impacts on schools (Policy PSF-3.5). The location and design of future school sites is also addressed by Policy PSF-3.3 of the 2005 General Plan, which recommends that a school be centrally located to the student population it would serve. To maximize benefits, Policy PSF-3.4 encourages school sites to be integrated with parks to provide additional recreational opportunities for the community.

As discussed in page 5 and throughout the IS/MND, the project site is currently designated Low Density Residential (LDR) (approximately 19.28 acres), Medium Density Residential (MDR) (approximately 17.73 acres), and Service Commercial (SC) (approximately 19.00 acres) by the City’s General Plan land use map. As discussed on page 30 of the IS/MND, allowable densities in the MDR designation range from 5.1 to 14.0 dwelling units per gross acre. Allowable densities in the LDR designation range from 0.0 to 5.0 dwelling units per gross acre. A maximum allowed intensity of use for the SC designation is a FAR of 0.5. Therefore, using these allowable densities and intensities for the current land use designations for the site, the City’s General Plan anticipated up to 344 residential units (with an associated population of 1,190 persons) and 413,730 square feet of SC within the project area. As such, the proposed project includes fewer residential units than

were anticipated for the project site (in addition to the elimination of the up to 413,730 square feet of commercial uses that were anticipated for the project site) by the City's General Plan and associated EIR.

The planned growth associated with the proposed project is within the range of growth analyzed by the City's General Plan EIR. Existing capacity issues identified at the HUSD are not a result of the proposed project.

Public school facilities and services are partially supported through the assessment of development fees. The HUSD charges every new residential dwelling unit \$3.15 per square foot, and all new commercial development \$0.36 per square foot. HUSD is limited by State law as to how much it can collect from new development. Funding of school facilities has been impacted by the passing of Senate Bill 50, which limits the impact fees and site dedication that school districts can require of developers, to off-set the impact of new development on the school system.

The provisions of State law are considered full and complete mitigation for the purposes of analysis under CEQA for school construction needed to serve new development. In fact, State law expressly precludes the City from reaching a conclusion under CEQA that payment of the Leroy F. Greene School Facilities Act school impact fees would not completely mitigate new development impacts on school facilities. Consequently, the City of Hughson is without the legal authority under CEQA to impose any fee, condition, or other exaction on the project for the funding of new school construction other than the fees allowed by the Leroy F. Greene School Facilities Act. Although MUSD may collect higher fees than those imposed by the Leroy F. Greene School Facilities Act, no such fees are required to mitigate the impact under CEQA.

July 14, 2020

City of Hughson
Lea Simvoulakis
Community Development Director
7018 Pine Street
Hughson, Ca 95326

Dear Ms Simvoulakis,

After reading the initial study on the Parkwood Subdivision Project, I am vehemently opposed to this enormous development. The study was well written and professional but totally ignores the fact that this project will forever change the flavor and small community uniqueness of Hughson. The change of the General Plan to accommodate this largess should be rejected. This is supposedly a MDR/R-2 usage project but when you look at the proposed map of homes it is a very HDR usage. The developers are attempting to build as many homes as possible on small acreage. My further objections are as follows:

F-1

- We are losing more and more farmland to development and destruction of local species/habitat in the state, plus increasing the un-healthy air quality. pg. 24 & 29. Pg. 45-table 6, pg. 46-table 7

F-2

- Throughout the plan it is stated that there will be no significant impact on surrounding areas. However, there will be increased traffic in all our local roads which are mostly 2 lanes and we are way behind in improving our roads due to state funding. In addition, there is no proposed access onto Hatch road. This is a significant problem for fire/police to reach this subdivision. pg. 36 & 37, 127, 134.

F-3

- Our water quality has been an issue for several years as the arsenic and 1,2,3-TCP levels are higher than state standards. The city is working to address these levels but we are only able to perform these high cost repairs with matching state funds. The community has been very angry with the high cost, leading to significant increase in water rates. Knowing this, any impacts on water quality or future repairs the state requires will put the city reserve funds in jeopardy as any matching funds will not be forthcoming from the state d/t the enormous amount of deficits the state is experiencing. Pg. 84, 85. The 'less than significant impact' on pg. 145, 146 is laughable.

F-4

- Fire/Sheriff protections: As stated on pg.122, the addition of 1,034 people would place additional demands for fire/police services and EMT's. On going revenues that come from property taxes via the state will eventually be needed to fund fire/police services to maintain the required service ratios and response times. Again, the state is in such a financial deficit that those matching funds will not be forthcoming for these projects. This is very concerning as we have a significant retirement population who require a greater need for services. We will eventually require another sheriff deputy to patrol this new development. Pg. 122, 123, 124.

F-5

- Pg. 124, 125 addresses the impact of schools with this new project. The plan states there would be *less than significant impact*. Obviously, the planners did not interview any teachers/administrators for this submission. Our schools are significantly impacted and cannot provide extra or enrichment programs without on-going fundraisers conducted by the schools. Again, the burden falls to the parents to fund these in addition to increased property taxes just to try to maintain programs. Property taxes have never fully funded what schools require to function.

F-6

- Pg 157 addresses the Mandatory Findings of Significance. These findings only look at the physical aspects of the project which is of great impact to our little community. In addition, when you increase the population, significant commercial development follows. Our smallness and connectivity to each other need to be considered with this considerable development.

F-7

In conclusion, I foresee an irreparable change in the quality of life in Hughson with such a large, in my opinion, a very dense populated project. This is exactly why I moved here instead of Turlock; to live in a rural area with small population and no large commercial/strip mall shops. The flavor and uniqueness of our city will be vastly changed as people will eventually demand more commercial services and the cycle of more development continues. I am asking the City Council to please reject this project.

F-8

Sincerely,

Michael A. Mitchell
7415 Deforest Court
Hughson, Ca. 95326

Response to Letter F: Michael Mitchell, Resident of Hughson

Response F-1: This comment is noted. This comment serves as an introduction to the letter. This comment notes “the study was well written and professional but totally ignores the fact that this project will forever change the flavor and small community uniqueness of Hughson. The change of the General Plan to accommodate this largess should be rejected. This is supposedly a MDR/R-2 usage project but when you look at the proposed map of homes it is a very HDR usage. The developers are attempting to build as many homes as possible on small acreage.”

This comment letter has been forwarded to the decision-makers for their consideration.

As discussed in page 5 and throughout the IS/MND, the project site is currently designated Low Density Residential (LDR) (approximately 19.28 acres), Medium Density Residential (MDR) (approximately 17.73 acres), and Service Commercial (SC) (approximately 19.00 acres) by the City’s General Plan land use map. The proposed project would require a General Plan Amendment to change the LDR and SC land uses to MDR. Allowable densities in the MDR designation range from 5.1 to 14.0 dwelling units per gross acre. The maximum density may be increased by up to 25 percent under the Planned Development process, as part of legally-required affordable density bonuses. With 299 units on 56.04 acres, the proposed density would be 5.34 dwelling units per acre, which is within the allowed density range. The project is requesting a Conditional Use Permit for the proposed Planned Development overlay zone.

Additionally, as discussed on page 30 of the IS/MND, allowable densities in the MDR designation range from 5.1 to 14.0 dwelling units per gross acre. Allowable densities in the LDR designation range from 0.0 to 5.0 dwelling units per gross acre. A maximum allowed intensity of use for the SC designation is a FAR of 0.5. Therefore, using these allowable densities and intensities for the current land use designations for the site, the City’s General Plan anticipated up to 344 residential units (with an associated population of 1,190 persons) and 413,730 square feet of SC within the project area. As such, the proposed project includes fewer residential units than were anticipated for the project site (in addition to the elimination of the up to 413,730 square feet of commercial uses that were anticipated for the project site) by the City’s General Plan and associated EIR.

Response F-2: The commenter notes that the City is losing more and more farmland to development and destruction of local species/habitat, in addition to unhealthy air quality. This comment is noted. Impacts associated with loss of farmland, loss of species/habitat, and air quality are discussed in Section II, Agriculture and Forestry Resources, Section IV, Biological Resources, and Section III, Air Quality, of the IS/MND, respectively.

As discussed on page 24 of the IS/MND and as shown in Figure 7 of the IS/MND, the majority of the project site is designated Prime Farmland as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency. A portion of the site along the northern boundary is designated Urban and Built-Up Land. The proposed project would result in the conversion of this designated Prime Farmland land to a non-agricultural use.

As discussed on pages 44 through 52 of the IS/MND, impacts related to special-status species with a potential to exist in the project area were analyzed. Field surveys and habitat evaluations were performed in March 2019, which generally does not coincide with the special-status plant species blooming period; however, the site was essentially void of natural vegetation based on the orchard operations on the project site and there is no possibility for presence of these species. The project site provides limited habitat for special-status animal species. No special-status fish, amphibian, reptile, or mammal species are expected to be affected by the proposed project. While the project site contains very limited nesting habitat, there are powerlines and trees located in the region that represent potentially suitable nesting habitat for a variety of special-status birds. In addition, common raptors such as among others, may nest in or adjacent to the project site. Mitigation Measure BIO-1 requires measures to avoid or minimize impacts on Swainson's hawk, and Mitigation Measure BIO-2 requires and measures to avoid or minimize impacts on other protected bird species which may be found on-site.

As discussed on pages 30 through 42 of the IS/MND, all air quality-related impacts were determined to be less-than-significant or less-than-significant with implementation of the mitigation measures included in the IS/MND.

Response F-3: The commenter expresses concerns regarding increased traffic on local roads and lack of project access onto Hatch Road, which could result in problems for police or fire. This comment is noted. Impacts associated with traffic are discussed in Section XVII, Transportation, and impacts associated with emergency access are discussed on pages 82, 83, 141, and 142 of the IS/MND. The transportation analysis is based on the project-specific Traffic Impact Analysis that was completed for the project. As discussed on page 136, the addition of project trips will not result in any location carrying daily volumes in excess of the City of Hughson minimum level of service (LOS) D goal. The project will add traffic to the local streets south and east of the site. While not an adopted significance criterion, in comparison to the planning level daily volume thresholds typically employed by other communities, the project will not result in any local street carrying volumes that exceed an acceptable level. Additionally, while development of the project will increase the volume of traffic passing through study area intersections, resulting traffic conditions will not exceed the City's minimum LOS D standard. The same holds true during the cumulative traffic condition.

The commenter is correct that a project access on Hatch Road is not proposed. As discussed on page 83, all major roads in Stanislaus County are available for evacuation, depending on the location and type of emergency that arises. The main evacuation routes according to the Stanislaus County Emergency Operations Plan are State Route (SR) 99 and 132. These roadways are capable of handling heavy truck traffic, as well as traffic from passenger vehicles and would be a primary route for evacuations. The proposed project does not include any actions that would impair or physically interfere with any of Stanislaus County's emergency plans or evacuation routes. Future uses on the project site will have access to the County resources that establish protocols for safe use, handling and transport of hazardous materials. Construction activities are not expected to result in any unknown significant road closures, traffic detours, or congestion that could hinder the emergency vehicle access or evacuation in the event of an emergency.

Additionally, as discussed on pages 141 and 142, no site circulation or access issues have been identified that would cause a traffic safety problem/hazard or any unusual traffic congestion or delay. Signalization of the Santa Fe Avenue / Project Access intersection would alleviate delays in the Cumulative condition, and signalization could assist emergency vehicles in circulation in and around the project area. All emergency vehicles arriving to and from the proposed project would be able to enter via Santa Fe Avenue, Flora Vista Drive, Estancia Drive, or Hatch Road. All accesses would be designed to City standards that accommodate turning requirements for fire trucks. These multiple entry/exit points provide flexibility for emergency vehicles to access or evacuate from multiple directions during an emergency. There are no safety, capacity, or sight distance issues identified with the project site plan.

Response F-4: The commenter notes that water quality has been an issue for several years as the arsenic and 1,2,3-TCP levels are higher than state standards. The commenter further notes that “the city is working to address these levels but we are only able to perform these high cost repairs with matching state funds. The community has been very angry with the high cost, leading to significant increase in water rates. Knowing this, any impacts on water quality or future repairs the state requires will put the city reserve funds in jeopardy as any matching funds will not be forthcoming from the state d/t the enormous amount of deficits the state is experiencing.”

This comment is noted. The City's water quality issues are discussed in Section XIX, Utilities and Service Systems, of the IS/MND. As discussed on page 145, in 2017, the State of California adopted a new standard for a man-made contaminant called 1,2,3-TCP. As of this date, all of the City's wells are in violation of this new standard. The City plans to install treatment for 1,2,3-TCP removal and is actively working to identify funding to pay for these needed treatment facilities.

Additionally, as discussed on page 148, in 2017, the State Water Resource Control Board (SWRCB) Division of Drinking Water (DDW) adopted regulation for 1,2,3-trichloropropane (TCP), setting a maximum contaminant level (MCL) of 0.005 micrograms per liter (µg/L). In 2018, the City collected the first compliance samples for TCP from the active drinking water wells. TCP levels in all the active wells exceeded the MCL. A feasibility study was conducted to evaluate alternatives for TCP mitigation and is documented in the April 2018 *1,2,3-TCP Mitigation Feasibility Study*. Treatment with granular activated carbon (GAC) was determined to be the best solution to mitigate the 1,2,3-TCP contamination, and installation of GAC treatment systems for all the municipal supply wells is planned.

Specifically, the status of the City's wells are as follows:

- Wells 3, 4, and 8 are actively used for municipal supply. All three wells are in violation of 1,2,3-TCP;
- Well 8 is equipped with treatment and in compliance with arsenic standards;
- Well 4 is in violation of arsenic and requires treatment;
- Well 5 was removed from service, and its production capacity will be replaced by Well 10;
- Well 6 was converted to supply non-potable uses in 2013, due to elevated levels of arsenic and nitrate;
- Well 7 has been inactive since 2015, due to elevated levels of nitrate, and its production capacity will be replaced by Well 9.

The Well 7 Replacement Project is currently under construction and involves construction of Wells 9 and 10, installation of a treatment system for arsenic and manganese, and construction of a one-million-gallon water storage tank.

Currently the City has no source water production that meets state and federal water quality standards. Should the City successfully secure funding for 1,2,3-TCP treatment, Wells 3, 4, and 8 can be modified with treatment equipment to be in full compliance for 1,2,3-TCP. With completion of the Well 7 Replacement project in 2021, the City will have two (2) additional wells with treatment for long-term water supply. Since Well 4 requires treatment for arsenic, piping can be constructed to convey untreated water from Well 4 to the Well 7 Replacement facility for treatment.

Lastly, as discussed on page 152, the City of Hughson is actively working to address deficiencies in its water supply system. The City has lost three (3) of its seven (7) water supply wells to groundwater contaminants since 2013, and currently has no wells that meet all federal and state drinking water standards. Projects to address the water system deficiencies include:

- Construction of Well 8 Water Treatment Facility (2013);

- Conversion of Well 6 to a non-potable water supply (2016);
- Design and construction of the Well 7 Replacement Project (2018);
- Planned design and construction of GAC treatment facilities for treatment of 1,2,3-TCP contamination at Wells 3, 4 and 8;
- Planned construction of pipeline from Well 4 to Well 7 Replacement arsenic treatment facility.

The City's plan to address water quality issues is further discussed on pages 152 and 153 of the IS/MND.

The project applicant would be required to pay water system impact fees to the City totaling \$2,427,581. At buildout, the subdivision will contribute \$190,164 annually in water rates. These fees can be used to partially offset capital costs of the City's planned water system improvements and ongoing operation and maintenance of the water facilities.

Response F-5: The commenter restates portions of the IS/MND text on page 122 and notes that "the state is in such a financial deficit that those matching funds will not be forthcoming for these projects. This is very concerning as we have a significant retirement population who require a greater need for services. We will eventually require another sheriff deputy to patrol this new development."

This comment is noted. The state does not match property tax dollars as claimed in this portion of the comment. All property tax revenue that would be generated by this project remains within the county in which it is collected to be used exclusively by local governments.

Response F-6: The commenter notes that teachers/administrators were not interviewed, and schools are significantly impacted and cannot provide extra or enrichment programs without on-going fundraisers conducted by the schools. The commenter also states that the burden falls to the parents to fund these in addition to increased property taxes just to try to maintain programs. The commenter concludes that property taxes have never fully funded what schools require to function.

This comment is noted. This comment is noted. As discussed on pages 124 and 125 of the IS/MND, the City's General Plan includes policies and actions to work with the Hughson Unified School District (HUSD) to provide for adequate and well-designed public school facilities to meet future demand. As a result of General Plan Policies PSF-3.1 and PSF-3.2, the City would work with HUSD to ensure, to the extent allowed by law, that adequate school facilities are provided concurrently with new development. Hughson would also provide the District with the opportunity to review residential development proposals to assist the City in assessing the potential impacts on schools (Policy PSF-3.5). The location and design of future school sites is also addressed by Policy PSF-3.3 of the 2005 General Plan, which recommends that a school be centrally located to the student

population it would serve. To maximize benefits, Policy PSF-3.4 encourages school sites to be integrated with parks to provide additional recreational opportunities for the community.

As discussed in page 5 and throughout the IS/MND, the project site is currently designated Low Density Residential (LDR) (approximately 19.28 acres), Medium Density Residential (MDR) (approximately 17.73 acres), and Service Commercial (SC) (approximately 19.00 acres) by the City's General Plan land use map. As discussed on page 30 of the IS/MND, allowable densities in the MDR designation range from 5.1 to 14.0 dwelling units per gross acre. Allowable densities in the LDR designation range from 0.0 to 5.0 dwelling units per gross acre. A maximum allowed intensity of use for the SC designation is a FAR of 0.5. Therefore, using these allowable densities and intensities for the current land use designations for the site, the City's General Plan anticipated up to 344 residential units (with an associated population of 1,190 persons) and 413,730 square feet of SC within the project area. As such, the proposed project includes fewer residential units than were anticipated for the project site (in addition to the elimination of the up to 413,730 square feet of commercial uses that were anticipated for the project site) by the City's General Plan and associated EIR.

The planned growth associated with the proposed project is within the range of growth analyzed by the City's General Plan EIR. Existing capacity issues identified at the HUSD are not a result of the proposed project.

Public school facilities and services are partially supported through the assessment of development fees. The HUSD charges every new residential dwelling unit \$3.15 per square foot, and all new commercial development \$0.36 per square foot. HUSD is limited by State law as to how much it can collect from new development. Funding of school facilities has been impacted by the passing of Senate Bill 50, which limits the impact fees and site dedication that school districts can require of developers, to off-set the impact of new development on the school system.

The provisions of State law are considered full and complete mitigation for the purposes of analysis under CEQA for school construction needed to serve new development. In fact, State law expressly precludes the City from reaching a conclusion under CEQA that payment of the Leroy F. Greene School Facilities Act school impact fees would not completely mitigate new development impacts on school facilities. Consequently, the City of Hughson is without the legal authority under CEQA to impose any fee, condition, or other exaction on the project for the funding of new school construction other than the fees allowed by the Leroy F. Greene School Facilities Act. Although MUSD may collect higher fees than those imposed by the Leroy F. Greene School Facilities Act, no such fees are required to mitigate the impact under CEQA.

Response F-7: The commenter notes that the Mandatory Findings of Significance only look at physical aspects of the project which is of great impact to the community. The commenter further notes that “when you increase the population, significant commercial development follows. Our smallness and connectivity to each other need to be considered with this considerable development.”

This comment is noted. The Mandatory Findings of Significance generally analyzes impacts associated with the physical environment. This comment letter has been forwarded to the decision-makers for their consideration.

Response F-8: The commenter summarizes the concerns outlined in the body of the comment, and concludes that the City Council should reject the project. This comment is noted. This comment letter has been forwarded to the decision-makers for their consideration.

Subject: Responses to Comments and Errata for the Parkwood Subdivision Project IS/MND
Date: July 17, 2020

From: Robin MacDonald <rmacdca@gmail.com>
Sent: Friday, July 3, 2020 7:40 AM
To: Lea Simvoulakis <lsimvoulakis@hughson.org>
Subject: IS/MND

Good day Lea,

I hope all is well with you and yours.

Comment:

Suggest you post a public response from TID about the feasibility of a bridge over Ceres Main Lateral north of the planned Parkwood Subdivision, a bridge to ameliorate the significant traffic impact on our community.

G-1

Thanks for listening.

Robin MacDonald
Steeplechase Drive
Hughson

Response to Letter G: Robin MacDonald, Resident of Hughson

Response G-1: The commenter suggests that the City post a public response from the Turlock Irrigation District (TID) about the feasibility of a bridge over Ceres Main Lateral, located north of the project site. The commenter notes that a bridge could ameliorate the significant traffic impact on the community.

While this comment does not address the adequacy of the IS/MND, it is noted that traffic impacts are discussed in Section XVII, Transportation. The transportation analysis is based on the project-specific Traffic Impact Analysis that was completed for the project. As discussed on page 136, the addition of project trips will not result in any location carrying daily volumes in excess of the City of Hughson minimum level of service (LOS) D goal. The project will add traffic to the local streets south and east of the site. While not an adopted significance criterion, in comparison to the planning level daily volume thresholds typically employed by other communities, the project will not result in any local street carrying volumes that exceed an acceptable level. Additionally, while development of the project will increase the volume of traffic passing through study area intersections, resulting traffic conditions will not exceed the City's minimum LOS D standard. The same holds true during the cumulative traffic condition.

This comment is noted and has been forwarded to the decision-makers for their consideration.

Ashton Gose

From: susan tanis
Sent: Wednesday, July 22, 2020 10:02 AM
To: Ashton Gose
Subject: Subdivision

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Planning Commissioners and Council Members,

I, a Hughson resident strongly oppose the rezoning and approval of the Parkwood Subdivision project. The general plan that is currently approved better suits the needs of Hughson residents. Thank you planning commissioners, and city council members for hearing my voice.

Furthermore, I don't believe that this is the time to hold meetings and make changes to our town until it is ok to meet in person to hear all sides of any issue or development that the city is planning.

Sincerely,

Susan Tanis

Email addresses:

agose@hughson.org

bevans@hughson.org

jstrain@hughson.org

amcfadon@hughson.org

kcloherly@hughson.org

bhenley@hughson.org

gcarr@hughson.org

hhill@hughson.org

mbuck@hughson.org

rbawanan@hughson.org

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Ashton Gose

From: Kerrie and Nathan Crain
Sent: Wednesday, July 22, 2020 11:30 AM
To: Ashton Gose; bevans@hughson.org; jstrain@hughson.org; amcfadon@hughson.org; kcloherty@hughson.org; bhenley@hughson.org; George Carr; Harold Hill; Michael Buck; Ramon Bawanan
Subject: Oppose Parkwood Subdivision
Follow Up Flag: Follow up
Flag Status: Flagged

Dear Planning Commissioners and Council Members,

I, a Hughson resident, strongly oppose the rezoning and approval of the Parkwood Subdivision project. The general plan that is currently approved better suits the needs of Hughson residents.

Thank you planning commissioners, and city council members for hearing my voice.

Kerrie Crain
8129 Alderson Road
Hughson, CA 95326
209.380.2445

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Ashton Gose

From: Sun Valley [mailto:sunvalley200@yahoo.com]
Sent: Wednesday, July 22, 2020 11:36 AM
To: Ashton Gose; bevans@hughson.org; jstrain@hughson.org; amcfadon@hughson.org; kcloherty@hughson.org; bhenley@hughson.org; George Carr; Harold Hill; Michael Buck; Ramon Bawanan
Subject: Oppose Parkwood Subdivision Project
Follow Up Flag: Follow up
Flag Status: Flagged

Dear Planning Commissioners and Council Members,

I, a Hughson resident, strongly oppose the rezoning and approval of the Parkwood Subdivision project. The general plan that is currently approved better suits the needs of Hughson residents. We are in desperate need of a grocery store which this is currently zoned for and would be the perfect location.

Thank you planning commissioners, and city council members for hearing my voice.

Katie Borrelli

8125 Alderson Rd.
Hughson, CA 95326
(209) 678-0548

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Ashton Gose

From: Kelly
Sent: Wednesday, July 22, 2020 1:04 PM
To: Ashton Gose
Subject: Oppose Parkwood

Dear Planning Commissioners and Council Members,

I am Hughson resident strongly oppose the rezoning and approval of the Parkwood Subdivision project. I currently live in Sterling Glen on Leaflet and this Subdivision would highly impact my home value and the safety of my children. We play everyday in the front yard which already has a high volume of traffic going home This would also impact our schools who already have no space and high ratios of students and staff. The general plan that is currently approved better suits the needs of Hughson residents.

Thank you planning commissioners, and city council members for hearing my voice.

Please forward to the planning commissioner and council members.

Thank you
Kelly Violette
6326 Leaflet Lane

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Ashton Gose

From: Jason Harcrow
Sent: Wednesday, July 22, 2020 5:49 PM
To: Ashton Gose
Subject: Parkwood Subdivision

Ms. Gose,

Please including this public comment in Public Hearing for the Parkwood Subdivision on August 18th, 2020.

Also, please forward my concerns to the planning commissioners personal emails.

Dear Planning Commissioners and Council Members,

I, a Hughson resident strongly oppose the rezoning and approval of the Parkwood Subdivision project. The general plan that is currently approved better suits the needs of Hughson residents. Thank you planning commissioners, and city council members for hearing my voice.

Thank you,
Jason Harcrow
Sent from my iPhone

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Ashton Gose

From: Samantha Brooks <sbrooks76@icloud.com>
Sent: Wednesday, July 22, 2020 7:38 PM
To: Ashton Gose
Subject: Parkwood Subdivision Rezoning

Dear Planning Commissioners and Council Members,

I, Samantha Brooks, a Hughson resident **strongly oppose** the rezoning and approval of the Parkwood Subdivision project. The general plan that is currently approved better suits the needs of Hughson residents. Thank you planning commissioners, and city council members for hearing my voice.

Please forward to planning commissioners personal emails and to be included for public comment on the Public Hearing of the Parkwood Subdivision)

Thank you
Samantha Brooks
4972 Walnut Rd
Hughson, CA

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To: agose@hughson.org

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From: s

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Ashton Gose

From: Lindsay Dickens
Sent: Wednesday, July 22, 2020 8:06 PM
To: Ashton Gose
Cc: George Carr; Harold Hill; Michael Buck; Ramon Bawanan
Subject: Park wood subdivision

Please including this public comment in Public Hearing for the Parkwood Subdivision on August 18th, 2020
Also, please forward my concerns to the planning commissioners personal emails.

Dear Planning Commissioners and Council Members,

I, a Hughson resident STRONGLY oppose the rezoning and approval of the Parkwood Subdivision project. The general plan that is currently approved better suits the needs of Hughson residents. I am a homeowner on Walnut Haven Drive and this proposed subdivision will put over 600 cars daily on our streets! The subdivision were never designed to take that kind of traffic flow. Our town needs a grocery store, not more homes! We are already maxed out in our schools and classrooms. Thank you planning commissioners, and city council members for hearing my voice.

Email addresses:

agose@hughson.org (to deliver to planning commissioners personal emails and to be included for public comment on the Public Hearing of the Parkwood Subdivision)

City Council Members:

gcarr@hughson.org

hhill@hughson.org

mbuck@hughson.org

rbawanan@hughson.org

Have a great day
Lindsay Dickens

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To: agose@hughson.org

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Ashton Gose

From: Bill Allen ·
Sent: Thursday, July 23, 2020 9:09 AM
To: Ashton Gose; Michael Buck; George Carr; Harold Hill; Ramon Bawanan
Subject: Opposed to Parkwood Sub Division

I am strongly opposed to the to the rezoning and planning of the Parkwood sub division. The current general plan better suits the need of the Hughson residents. Thank you for hearing my voice

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9

Ashton Gose

From: jenny foster
Sent: Thursday, July 23, 2020 10:45 AM
To: Ashton Gose
Subject: Public Hearing for the Parkwood Subdivision on August 18th, 2020

I have lived here in Hughson for 20 years. Moved here because of the small town feel. Also have in in this small town area for 48 years of my life. Really hate to see this area rezoned for MORE HOUSES. Isn't this town big enough.

Please including this public comment in Public Hearing for the Parkwood Subdivision on August 18th, 2020
Also, please forward my concerns to the planning commissioners personal emails.

Dear Planning Commissioners and Council Members,

I, a Hughson resident strongly oppose the rezoning and approval of the Parkwood Subdivision project. The general plan that is currently approved better suits the needs of Hughson residents. Thank you planning commissioners, and city council members for hearing my voice.

Thanks

Jenny Foster

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Ashton Gose

From: jessica thomas [applephoto] [unreadable]
Sent: Thursday, July 23, 2020 12:38 PM
To: Ashton Gose; George Carr; Harold Hill; Michael Buck; Ramon Bawanan
Subject: Parkwood

Dear Planning Commissioners and Council Members,

I, a Hughson homeowner strongly oppose the rezoning and approval of the parkwood subdivision project. This project would be directly in my backyard. It would have a dramatic impact on the safety and privacy of many homeowners and our children. Not to mention the value of our homes. Please we beg of you to take all of this into consideration as it would be detrimental to our small town. Thank you Planning Commissioners, and City council members for hearing our voices.

Jessica, Matt, Ryley, Kyle & Olivia Atkinson.

Our beloved home is at 6501 Narcisco way.

Sent from my iPhone

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To: agose@hughson.org

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From: [unreadable]

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Ashton Gose

From: Samantha Travao
Sent: Thursday, July 23, 2020 8:15 PM
To: Ashton Gose
Subject: Parkwood Subdivision

Please include this public comment in Public Hearing for the Parkwood Subdivision on August 18th, 2020
Also, please forward my concerns to the planning commissioners personal emails.

Dear Planning Commissioners and Council Members,

I, a Hughson resident, strongly oppose the rezoning and approval of the Parkwood Subdivision project. The general plan that is currently approved better suits the needs of Hughson residents. Thank you planning commissioners, and city council members for hearing my voice.

Email addresses:

agose@hughson.org (to deliver to planning commissioners personal emails and to be included for public comment on the Public Hearing of the Parkwood Subdivision)

City Council Members:

gcarr@hughson.org

hhill@hughson.org

mbuck@hughson.org

rbawanan@hughson.org

Respectfully,

Samantha Travao

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To: agose@hughson.org

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From: s

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Ashton Gose

From: Michael Travao Jr
Sent: Thursday, July 23, 2020 8:33 PM
To: Ashton Gose
Subject: Parkwood Subdivision

Please include this public comment in Public Hearing for the Parkwood Subdivision on August 18th, 2020
Also, please forward my concerns to the planning commissioners personal emails.

Dear Planning Commissioners and Council Members,

I, a Hughson resident, strongly oppose the rezoning and approval of the Parkwood Subdivision project. The general plan that is currently approved better suits the needs of Hughson residents. Thank you planning commissioners, and city council members for hearing my voice.

Email addresses:

agose@hughson.org (to deliver to planning commissioners personal emails and to be included for public comment on the Public Hearing of the Parkwood Subdivision)

City Council Members:

gcarr@hughson.org

hhill@hughson.org

mbuck@hughson.org

rbawanan@hughson.org

Respectfully,

Michael Travao

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13

Ashton Gose

From: Samantha Brooks
Sent: Tuesday, August 11, 2020 7:19 AM
To: Ashton Gose
Subject: Against Parkwood Subdivision

Dear Hughson Planning Commissioners and City Council Members,

I am writing you this letter to bring attention to the major flaws in the proposed Parkwood Subdivision. In this letter, I will highlight the detriment of going against the 2005 General Plan by allowing the rezoning of this parcel. I will also address the traffic concerns that were not appropriately addressed in the traffic study, along with the impact to our schools.

2005 General Plan

General plan policy LU Dash 4.6 states the city will give priority to the location of a supermarket in the general downtown or general commercial parcel located between Santa Fe and Tully before considering alternative locations. The Planning Director will say that the downtown area is the prime location for this commercial grocery store. As we all know, getting a supermarket downtown is next to impossible. The space alone that it would take for the structure and parking lot would way surpasses any available space downtown. In saying that the general plan has already identified a second locations on Santa Fe to Tully. The current zoning supports this as the high traffic volume through the intersection of Hatch and Santa Fe creates enough support for a supermarket. This will benefit our city for years to come and keep the small town feel along Hughson Ave.

This proposed micro community contradicts what was laid out in the 2005 General Plan. According to Policy U-5.2 of the general plan it states neighborhoods should be designed with emphasis placed on high-quality construction innovative architecture to provide a sense of place and preserve the cities small-town character but offering a choice of residential densities and cost that meets the very needs of the residence. A micro community like the proposed Parkwood Subdivision does not preserve the cities small town character with its small street footprints it creates a crowded feeling similar to something you would experience in a Bay Area neighborhood- not HUGHSON. The general plan already outlines some of these higher densities like 2nd and Walker, Euclid Road north and south of Fox Road, 7th towards Santa Fe and some of our current zoning of the proposed Parkwood subdivision. If we honestly we look at Providence Place on Euclid although approved with the best intentions, driving through the narrow streets and houses are so close together it is almost claustrophobic. Getting a fire truck into this is next to impossible. Let this subdivision be an example of what not to do on such a large scale. Retaining the current zoning R-1, R-2 and general commercial can still achieve these objectives if done correctly.

Traffic

I would like to highlight some major traffic issues that were not addressed properly in the Parkwood traffic study. First off being a major collector road that would be eliminated from the 2005 General Plan. Major collector roads are public streets that accumulate traffic from local streets and minor collector roads for distribution to major thoroughfare. A major collector road may have commercial, residential, or have mixed uses abutting. By definition it provides residential access, as well as commercial access and in our case it could also have distribution to two arterials. Referring to General Plan C-1 the arterial roads identified in Hughson are Santa Fe. Ave, Hatch Road, Geer Road and Whitmore Ave. The Mountain View extension in our case here again is identified in the General Plan as a major collector road. This road can accomplish three things. First, it can give us commercial access. Second, it can give us residential access. Third, it can connect to two arterials. In the July, meeting KD Anderson said that the only reason for the Mountain View extension was to service commercial zoning. This is not written in the general plan. The general plan states in figure C-17 of The Circulation Plan it identifies a variety of road types. In Hughson all these roads currently exist except for one the Mountain View extension. In the general plan this road is mentioned to serve the purpose of relieving traffic on Santa Fe and Hatch Road. As I stated earlier by definition this road will work in three different ways successfully. In the general plan C-1.5 new development should be designed with a grid or modified grid pattern with a variety of block size and street length to facilitate traffic and to provide multiple connections to arterial streets. The Parkwood subdivision as it is currently designed does not follow the general plan for multiple arterial connectors. It is designed to

have two outlets to one arterial. Sterling Glen and neighboring subdivisions would have to bear that burden to provide access to a second arterial with no Mountain View extension.

Another issue that was not properly addressed was the traffic impact to local residents as it was gauged incorrectly, KD Anderson states on page 132 of the "Initial Study" of the Parkwood Subdivision that Hughson has not adopted guidelines for acceptable traffic volumes on local streets. They use the standard from other communities of 3,000 cars. Three thousand is 40% of our towns population driving by a residential house. This is what was used to come up with what is acceptable for our town. Would you like up to a 60% traffic increase in front of your house? There has also not been a traffic study done at our intersections approaching our schools. There is already extremely long lines at these intersections during drop off and pick up times. Additional growth in Hughson may warrant additional traffic studies.

School Impact

The letter from Brenda Smith, HUSD Superintendent dated July 14, 2020 in regards to the impact on the Hughson Unified School District is concerning. In the letter she states, "HUSD would be impacted in regards to facilitates. We would need approximately four elementary classrooms, one middle school classroom, and two high school classrooms. In addition, we may have some issues with our cafeteria facilities at Hughson Elementary School." To disregard the true reality of the max capacity at our schools would be in poor judgement. The General Plan PSF 3.1 PSF 3.2 calls for the city to work with Hughson Unified School District so that adequate school facilities are provided concurrently with new developments. It was implied during the July Planning Commission Meeting that it was on the schools to be able to provide adequate facilitates. This is statement goes against the General Plan. It is in the best interest of our children to work together to come up with a collaborative comprehensive plan that is in place before anymore developments are approved.

2

In conclusion, it is definitely not in the best interest of our small community to approve the rezoning of the proposed Parkwood Subdivision. It is clear with the issues noted above that this project would be a detriment to what our city was intended to be. Hughson residents are unlike any other. This parcel is truly the "Front Yard" of Hughson, whatever is placed here will make a statement about our community. What statement should we make? Please heed the concerns and hear our voices as many Hughson residents stand in opposition of this development.

Sincerely,

Samantha Brooks -Hughson Resident

Researched from Rich Torres Hughson Resident

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8/13/20

Dear Hughson Planning Commissioners and City Council Members,

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2005 General Plan

General plan policy LU- 4.6 states the city will give priority to the location of a supermarket in the general downtown or general commercial parcel located between Santa Fe Ave and Tully Road before considering alternative locations. The Planning Director will say that the downtown area is the prime location for this commercial grocery store. As we all know, getting a supermarket downtown is next to impossible. The space alone that it would take for the structure and parking lot would way surpasses any available space downtown. In saying that the general plan has already identified a second location on Santa Fe Ave. to Tully Rd. The current zoning supports this as the high traffic volume through the intersection of Hatch Road and Santa Fe Ave. creates enough support for a supermarket. This will benefit our city for years to come and keep the small town feel along Hughson Ave.

This proposed micro community contradicts what was laid out in the 2005 General Plan. According to Policy U-5.2 of the general plan, it states neighborhoods should be designed with emphasis placed on high-quality construction innovative architecture to provide a sense of place and **preserve** the cities small-town character but offering a choice of residential densities and cost that meets the very needs of the residence. A micro community like the proposed Parkwood Subdivision does not preserve the cities small town character with its small street footprints it creates a crowded feeling similar to something you would experience in a Bay Area neighborhood- not HUGHSON. The general plan already outlines some of these higher densities like 2nd and Walker, Euclid Road north and south of Fox Road, 7th towards Santa Fe and some of our current zoning of the proposed Parkwood subdivision. If we honestly look at Providence Place on Euclid although approved with the best intentions, driving through the narrow streets houses are so close together it is almost claustrophobic. Getting a fire truck into this is next to impossible. Let this subdivision be an example of what not to do on such a large scale. Retaining the current zoning R-1, R-2 and general commercial can still achieve these objectives if done correctly.

Traffic

I would like to highlight some major traffic issues that were not addressed properly in the Parkwood traffic study. First off being a major collector road that would be eliminated from the 2005 General Plan. Major collector roads are public streets that accumulate traffic from local streets and minor collector roads for distribution to major thoroughfare. A major collector road

may have commercial, residential, or have mixed uses abutting. By definition it provides residential access, as well as commercial access and in our case it could also have distribution to two arterials. Referring to General Plan C-1 the arterial roads identified in Hughson are Santa Fe Ave, Hatch Road, Geer Road and Whitmore Ave. The Mountain View extension in our case here again is identified in the General Plan as a major collector road. This road can accomplish three things. First, it can give us commercial access. Second, it can give us residential access. Third, it can connect to two arterials. In the July, meeting KD Anderson said that the only reason for the Mountain View extension was to service commercial zoning. This is not written in the general plan. The general plan states in figure C –17 of The Circulation Plan it identifies a variety of road types. In Hughson all these roads currently exist except for one the Mountain View extension. In the general plan this road is mentioned to serve the purpose of relieving traffic on Santa Fe Ave. and Hatch Road. As I stated earlier by definition this road will work in three different ways successfully. In the General Plan C-1.5 new development should be designed with a grid or modified grid pattern with a variety of block size and street length to facilitate traffic and to provide multiple connections to arterial streets. The Parkwood subdivision as it is currently designed does not follow the General Plan for multiple arterial connectors. It is designed to have two outlets to one arterial. Sterling Glen and neighboring subdivisions would have to bear that burden to provide access to a second arterial with no Mountain View extension.

Another issue that was not properly addressed was the traffic impact to local residents as it was gauged incorrectly, KD Anderson states on page 132 of the “Initial Study” of the Parkwood Subdivision that Hughson has not adopted guidelines for acceptable traffic volumes on local streets. They use the standard from other communities of 3,000 cars. Three thousand is 40% of our towns population driving by a residential house. This is what was used to come up with what is acceptable for our town. Would you like up to a 60% traffic increase in front of your house? There has also not been a traffic study done at our intersections approaching our schools. There is already extremely long lines at these intersections during drop off and pick up times. Additional growth in Hughson may warrant additional traffic studies.

School Impact

The letter from Brenda Smith, HUSD Superintendent dated July 14, 2020 in regards to the impact on the Hughson Unified School District is concerning. In the letter she states, “HUSD would be impacted in regards to facilitates. We would need approximately four elementary classrooms, one middle school classroom, and two high school classrooms. In addition, we may have some issues with our cafeteria facilities at Hughson Elementary School.” To disregard the true reality of the max capacity at our schools would be in poor judgement. The General Plan PSF 3.1 PSF 3.2 calls for the city to work with Hughson Unified School District so that adequate school facilities are provided concurrently with new developments. It was implied during the July Planning Commission Meeting that it was on the schools to be able to provide adequate facilitates. This is statement goes against the General Plan. It is in the best interest of our children to work together to come up with a collaborative comprehensive plan that is in place before anymore developments are approved.

In conclusion, it is definitely not in the best interest of our small community to approve the rezoning of the proposed Parkwood Subdivision. It is clear with the issues noted above that this project would be a detriment to what our city was intended to be. Hughson residents are unlike any other. This parcel is truly the "Front Yard" of Hughson, whatever is placed here will make a statement about our community. What statement should we make? Please heed the concerns and hear our voices as many Hughson residents stand in opposition of this development.

Sincerely,

Rich Torres
Hughson Resident

15

Ashton Gose

From: Ann Mora
Sent: Monday, August 17, 2020 1:42 PM
To: Ashton Gose
Subject: Concerns regarding new subdivision

To Whom it may concern,

Aug 17, 2020

I am writing regarding my concerns over the new proposed subdivision at Santa Fe and Hatch.

I live on Flora Vista and am very upset about the Sterling Glen entrance being one of three entrances going to that subdivision. I feel the traffic report is out dated. There needs to be a bridge built over the canal to Hatch road to the subdivision. I live on the corner and it is already so busy that it is hard to back out of my driveway. My son is an Architect and explained to me about the plan for the homes being built. That they share a main driveway, like seen in larger cities. This will increase our population to unsustainable numbers. Every family living in a home normally has 3-4 cars depending on the children's ages. This could mean an additional 1200 cars. I am also concerned with impacting our schools. Needing to build new ones at the tax payers cost. This is not a good idea for our city. I understand there are homes being built on Eulid and another proposed plan for more with the same main driveway concept. Please reconsider all of this. Sincerely, Ann Mora 1900 Flora Vista Dr.

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Ashton Gose

16

From: Pablo Ocegueda · pcegueda@parker.com
Sent: Monday, August 17, 2020 3:06 PM
To: Ashton Gose
Subject: Proposed Parkwood Subdivision Concerns

To Whom It May Concern – My name is Pablo Ocegueda and I reside at 1707 Heartnut Way in Hughson. My family and I disagree with the proposed Parkwood Subdivision project and we would like our concerns to be added as a public comment in the public hearing for the proposed Parkwood Subdivision agenda item August 18, 2020.

- **Schools:** We believe our school district is at, or close to max capacity for the number of students we already have in our district. We do have a child attending Ross Middle School. One excellent example of capacity issues is the need to share certain facilities with the neighboring Fox Road School. We feel that a comprehensive plan should be established and implemented PRIOR to adding more homes to our community which will intern add more students and more traffic. Which leads us into our second concern:
- **Traffic:** Currently a large percentage of vehicles using Heartnut way do not reside in the Walnut Haven Subdivision. They are vehicles that are using Heartnut Way as a thoroughfare as access to Leaflet Lane to the Sterling Glenn Subdivision. With only one main entrance from a major road (Santa Fe Ave) to the proposed Parkwood Subdivision, the traffic through the Sterling Glenn subdivision will greatly increase and thus the traffic through the Walnut Haven subdivision will increase that much more. If the Parkwood Subdivision is going to be constructed there should be entrances from other major streets such as Hatch Road.

Thank you for your time!

Best Regards

Pablo Ocegueda

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Ashton Gose

17

From: Reclaimed Faith USA
Sent: Monday, August 17, 2020 5:48 PM
To: Ashton Gose
Subject: Against housing growth in Hughson

In regards to the proposed Parkwood development. Here is a letter from a Hughson resident who studied the general plan and how the proposed Parkwood subdivision is in conflict with said plan. I know not everyone will be in agreement but for those of you who want to write a letter against the the proposed Parkwood development here are some points to consider. We were told by the planning commission that we have can't just say we are against the development and that we have to have more specific reasons why we are against it. The next meeting is August 18th.

Dear Hughson Planning Commissioners and City Council Members,

I am writing you this letter to bring attention to the major flaws in the proposed Parkwood Subdivision. In this letter, I will highlight the detriment of going against the 2005 General Plan by allowing the rezoning of this parcel. I will also address the traffic concerns that were not appropriately addressed in the traffic study, along with the impact to our schools.

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School Impact

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18

Ashton Gose

From: Ignacio Ocegueda · igocgueda@sbglobal.net
Sent: Monday, August 17, 2020 5:56 PM
To: Ashton Gose
Subject: Parkwood

To Whom It May Concern – My name is Ignacio Ocegueda and I reside at 6508 fox rd in Hughson. My family and I disagree with the proposed Parkwood Subdivision project and we would like our concerns to be added as a public comment in the public hearing for the proposed Parkwood Subdivision agenda item.

- **Schools:** We believe our school district is at, or close to max capacity for the number of students we already have in our district. We do have two children attending Ross Middle School and one at the elementary . One excellent example of capacity issues is the need to share certain facilities with the neighboring Fox Road School. We feel that a comprehensive plan should be established and implemented PRIOR to adding more homes to our community which will intern add more students and more traffic. Which leads us into our second concern:
- **Traffic:** Currently a large percentage of vehicles using Heartnut way do not reside in the Walnut Haven Subdivision. They are vehicles that are using Heartnut Way as a thoroughfare as access to Leaflet Lane to the Sterling Glenn Subdivision. With only one main entrance from a major road (Santa Fe Ave) to the proposed Parkwood Subdivision, the traffic through the Sterling Glenn subdivision will greatly increase and thus the traffic through the Walnut Haven subdivision will increase that much more. If the Parkwood Subdivision is going to be constructed there should be entrances from other major streets such as Hatch Road.

Thank you for your time!

Best Regards

Ignacio ocegueda

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19

Ashton Gose

From: carlos munoz
Sent: Monday, August 17, 2020 6:53 PM
To: Ashton Gose
Subject: Opposed to Parkwood Subdivision

I would like to say as a homeowner in the close vicinity of this sub division that the impact of traffic will be significant on my street and there is no way that you have been able to account for the traffic of nearly 300 homes that are not here yet. You cannot foresee how many drivers this will bring or vehicles. The numbers you have are only speculations. I want to see that the BUILDER is solely responsible to put a bridge in to exit onto Hatch road. I do not want the city dollars used to build exits for a new subdivision. We have many other items at hand to spend money on. I do not want any of my tax dollars used to benefit a new subdivision now or later. This is the cities responsibility to see and handle right now. Also the impact this subdivision will have on our schools, and environment are great. With Covid in our laps we may need more class space just to accommodate the children we currently have, much less any additional. I would like to see where you intend to put more space to accommodate our current as well as approx. 300 new homeowners children (this not including the subdivision on Euclid.) I also believe just like everyone else you must hold off during this Covid situation to give the community the in person ability's to be heard. So many are not computer savvy and need to be given fair opportunity to be heard. If graduations can be postponed and jobs can be having to comply, so can the city meeting in regards to such a huge impact for all. If the builder is so wanting to be in our wonderful community they will for sure be understanding of our concerns. So I am stating NO to a subdivision that will not include an exit for vehicles to Hatch road. And Yes to holding off until there can be an in person meeting for ALL community residents to attend .

Thank you,
Michell Munoz

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20

Ashton Gose

From: Adriana Magana [mailto:amagana@yahoo.com]
Sent: Monday, August 17, 2020 10:14 PM
To: Ashton Gose
Subject: Concerns about Parkwood Subdivision

To who it may concern,

I am writing as a concern Hughson resident about the proposal of the Parkwood Subdivision. As a resident of Hughson for over a decade I am against the Parkwood Subdivision being in our small community because it can cause some issues to arise. I and many other residents are concern about how this will impact our children's schools. The Parkwood Subdivision could cause our schools to become overcrowded which will affect our children's quality of education. There is also the factor of the traffic it will create in our small community when dropping off and picking up children. Also the traffic that would be created in the main roads such as Santa Fe. It is uncertain how much disturbance the construction alone will create in our community. I enjoy being a resident in Hughson and am proud of it. The quality I love the most is how peaceful and close of a community we have I would not want it to change due to this subdivision being built.

- Hughson Resident

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21

Ashton Gose

From: Carina Zaragoza
Sent: Tuesday, August 18, 2020 9:39 AM
To: Ashton Gose
Subject: Proposed Parkwood Subdivision

To Whom it may concern,

My name is Carina Zaragoza and my house is on Heartnut Way in Hughson Ca. My family and I deeply disagree on the Parkwood Subdivision project and insist my concerns be added as a public comment in the public hearing for the Proposed Parkwood Subdivision agenda taking effect on August 18, 2020.

- **Traffic:** Currently a large percentage of vehicles using Heartnut way do not reside in the Walnut Haven Subdivision. They are vehicles that are using Heartnut Way as a thoroughfare as access to Leaflet Lane to the Sterling Glenn Subdivision. With only one main entrance from a major road (Santa Fe Ave) to the proposed Parkwood Subdivision, the traffic through the Sterling Glenn subdivision will greatly increase and thus the traffic through the Walnut Haven subdivision will increase that much more. If the Parkwood Subdivision is going to be constructed there should be entrances from other major streets such as Hatch Road.

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22

Ashton Gose

From: James Brad Becker
Sent: Tuesday, August 18, 2020 11:08 AM
To: Ashton Gose
Cc: Wendy Becker
Subject: Proposed Parkwood Subdivision

We are absolutely against another "orchard of homes". This city has gone from an awesome little farming community when I grew up in here in the 70's and 80's to an over populated mostly bedroom community that we residents have been tolerating up to this point. That the city is even considering another subdivision of homes without ANY REAL grocery shopping options in town is absolutely mind boggling! Answer this, where are you our decision makers shopping at? Do all of you buy your groceries at Dollar General or La Perla? My family and I vehemently oppose this proposed subdivision. PLEASE start concerning yourselves with the residents that live here now before ANYMORE residents are added as a result of MORE homes. At the very least any discussion about this needs to be shelved until after this Covid 19 pandemic is under control so a proper discussion can happen in an open forum with your residents. This decision is much too important to make in this manner.

Respectfully,
James "Brad" and Wendy Becker
6322 Leaflet Ln
Hughson, Ca 95326

209-846-1981

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To: agose@hughson.org

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23

Ashton Gose

From: Don Doerksen
Sent: Wednesday, August 12, 2020 4:54 PM
To: Ashton Gose
Subject: New subdivisions traffic

Sent from my iPhone I live at the corner of Flora Vista and Los Alamos. At any given time day or night there's usually a car running through there every two minutes, at first I heard that the new subdivision was going to have another access off of Hatch Road, now what I understand is that there is not going to be one. With only one exit to Santa Fe I'm thinking that most of those people will drive right straight to my intersection because of the fact that it is further away from Hatch Road and easier access because there won't be a line of traffic waiting to get across the light at Hatch and Santa Fe Which will put a major crunch on this intersection 300 more houses at least 600 cars and that's only a man and wife then when you're out a couple of kids or whoever else is staying with them then you up to 900 to 1200 cars and that's once a day. So didn't really move to Hughson a year ago to live in a big city or on a fast street, it's already fast enough Another big concern is the main street in Hughson where they were at proposals to build a big supermarket well built the big supermarket in here comes Taco Bell once you get a couple of those places gone it's just gonna be all about the housing and it will explode there is precious farmland around here and it would shame to ruin the sleepy little town The new subdivision with an exit on hatch and one exit in towards hatch would maybe funnel all the traffic down to Ceres where there is taco bells Walmart everything you could want I have to blow up on the town thank you

Total Control Panel

[Login](#)

To: agose@hughson.org

Message Score: 1

High (60): **Pass**

From:

My Spam Blocking Level: High

Medium (75): **Pass**

Low (90): **Pass**

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24

Ashton Gose

From: Stoddard, Raymond
Sent: Tuesday, August 18, 2020 3:35 PM
To: Ashton Gose
Subject: Traffic / General Plan

I would like to address the Parkwood study. I live at 6612 Fox rd, for the past 8 years, right on the street headed to the park, baseball fields, football, down town, and the schools. Many of my neighbors that I originally knew on the street have moved. Not because of the wonderful small town or people, but the traffic going down Fox rd. It is at times a great race way too, for people to how fast they can cut the curve of the street. I have seen the study and find it very inaccurate. There needs to be a more thorough study done during peak hours of school, baseball season and /or football season.

Concern Citizen

Raymond Stoddard

Get [Outlook for iOS](#)

Total Control Panel

[Login](#)

To: agose@hughson.org

Message Score: 1

High (60): **Pass**

From:

My Spam Blocking Level: High

Medium (75): **Pass**

Low (90): **Pass**

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[Block](#) stancoe.org

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25



**BellaViva
Orchards®**

August 14, 2020

Hughson Planning Commission & City Council
PO Box 9
Hughson, CA 95326

Dear Hughson Planning Commission & City Council:

Unfortunately, I may not be able to attend the upcoming Public Meeting, but as the owner of Bella Viva Orchards, Inc., located in downtown Hughson, I would like to express my support for the Hughson Parkwood project, located near the intersection of Hatch Road and Santa Fe Avenue.

As you know, Hughson is an incredibly desirable place to live and own a business. The proposed addition of a high-quality development will serve as a benchmark to which future development proposals in the City will be measured against. In addition, the rezoning of a large commercially zoned property at Hatch Road and Santa Fe Avenue will benefit our downtown revitalization efforts by consolidating the City's commercial zoning to the Downtown core area. With good planning, well-conceived developments like the Parkwood project, Hughson can move forward, retain its small-town charm, boutique downtown and continue to be one of the most delightful cities in the Central Valley to live.

Thank you for working to make Hughson the jewel of Stanislaus County.

Sincerely,

Victor Martino, CFO
Bella Viva Orchards, Inc.

26

4:43



Done Planning Commission Membe...



Planning Commission Members:

I would like to ask that the Parkwood subdivision and the changing of the zoning be put on hold until the Corona Virus Pandemic is over! I feel that the project is being pushed through because the developer feels there is less resistance from the residents of Hughson with the pandemic still going on. People should be able to physically voice their opinions. Many citizens are not able to access the WebEx meetings.

I am not in favor of the proposed changes to the General Plan that was adopted in 2005. I feel that it was put into place and should not be changed. I feel that the traffic impact to the Sterling Glen subdivision and neighboring subdivisions has not been thought out and will cause serious traffic issues. Our schools are not prepared for the impact this development will have on them. Why don't we slow down and do what's right for the citizens of Hughson and not just to line the pockets of a few.

Thank you,

Gus Villarreal

6309 Los Alamos Court

Hughson, CA

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-55**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADOPTING A
MITIGATED NEGATIVE DECLARATION FOR THE PARKWOOD HUGHSON
DEVELOPMENT PROJECT, APNS 018-017-002, -010, - 014**

WHEREAS, Parkwood Hughson, LLC has made application for a General Plan Amendment, Rezone, Conditional Use Permit for a Planned Development Overlay, Vesting Tentative Subdivision Map, and Development Agreement on APNs 018-017-002, -010, and -014; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), an Initial Study/Mitigated Negative Declaration has been prepared; and

WHEREAS, there was a duly notices public hearing before the Hughson Planning Commission on July 21, 2020 which was continued to the August 18, 2020 Planning Commission meeting where the Planning Commission recommended to the City Council adoption of the Mitigated Negative Declaration; and

WHEREAS, subsequent to the duly noticed public hearing before the Hughson City Council held on September 14, 2020, which was continued to the October 12, 2020 City Council meeting, the Hughson City Council finds, that the project is consistent with the intent of the General Plan adopted 2005.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson finds, acting as lead agency and using it independent judgment and analysis, based on the whole of the record before it, that there is no substantial evidence that the proposed project will have a significant effect on the environment, adopts a Mitigated Negative Declaration and Mitigation Monitoring Program for the above-referenced project.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 12th day of October, 2020 by the following roll call vote:

AYES: .

NOES: .

ABSTENTIONS: .

ABSENT:

<
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<

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-56**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADOPTING
GENERAL PLAN AMENDMENT NO. 2020-01 TO CHANGE THE LAND USE DIAGRAM
FROM LOW DENSITY RESIDENTIAL, MEDIUM DENSITY RESIDENTIAL, AND
SERVICE COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL FOR THE PARKWOOD
SUBDIVISION PROJECT (A 56.04-ACRE SITE)**

WHEREAS, Parkwood Hughson, LLC, Inc. made an application for a 299-unit subdivision which requires a General Plan Amendment; and

WHEREAS, the project applicant has requested that the General Plan be amended to change the land use designation of Stanislaus County Assessor Parcel Number 018-017-002, -010, -014 from Service Commercial and Low Density Residential to Medium Density Residential; and

WHEREAS, the Planning Commission held a duly noticed public hearing on July 21, 2020, which was continued until the August 18, 2020 Planning Commission meeting; and

WHEREAS, after consideration and evaluation of the record before them, including any and all comments received during the noticed public hearing, the Planning Commission recommended approval of the proposed General Plan Amendment to the City Council; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson finds that the General Plan Amendment for APNs 018-017-002, -010, -014 from Service Commercial and Low Density Residential to Medium Density Residential will be compatible with the objectives, policies, general land uses and programs specified in the General Plan and hereby approves the General Plan Amendment as stated in this paragraph.

PASSED AND ADOPTED by the City Council of the City of Hughson at the regularly scheduled meeting on this 12th day of October, 2020 by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

»
»
»

JERAMY YOUNG, Mayor,

ATTEST:

ASHTON GOSE, Deputy City Clerk

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-57**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING A
CHANGE IN THE ZONING DISTRICT DESIGNATION FROM R-1 SINGLE FAMILY
RESIDENTIAL, R-2 MEDIUM DENSITY RESIDENTIAL, AND C-2 GENERAL
COMMERCIAL TO R-2 MEDIUM DENSITY RESIDENTIAL FOR THE PARKWOOD
SUBDIVISION PROJECT (A 56.04-ACRE SITE).**

WHEREAS, Parkwood Hughson, LLC has made application for a Vesting Tentative Subdivision Map, which requires a Zone Change; and

WHEREAS, the official zoning map of the City of Hughson, established by Municipal Code 17.08.020 is to be amended by rezoning the parcels designated 018-017-002, -010, -014 on the Assessor's Map of Stanislaus County from C-2 General Commercial and R-1 Low Density Residential to R-2 Medium Density Residential; and

WHEREAS, there was a duly noticed public hearing before the Hughson Planning Commission on July 21, 2020 where the Commission continued the item until the August 18, 2020 at which date the Planning Commission made the findings required by the Hughson Municipal Code and recommended to the City Council approval of the stated zone change; and

WHEREAS, the City Council, held a duly noticed public hearing on September 14, 2020, which was continued to the October 12, 2020 City Council meeting, on the proposed rezoning.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson makes the following findings:

1. The action is consistent with the general plan or any applicable specific plan;
2. The action will not be detrimental to the public interest, health, safety, convenience, or welfare of the city; and
3. The site is suitable for the requested land uses, if applicable.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the City Council approves the proposed rezoning for the following parcels:

Assessor Parcel Number	Current Zoning	New/Approved Zoning
108-017-002		R-2 Medium Density Residential
108-017-010		R-2 Medium Density Residential
108-017-014		R-2 Medium Density Residential

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 12th day of October, 2020 by the following roll call vote:

AYES: .

NOES: .

ABSTENTIONS: .

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-58**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADOPTING A
VESTING TENTATIVE MAP FOR THE PARKWOOD SUBDIVISION PROJECT, A 56.04-
ACRE PROPERTY, SUBDIVIDING THE SITE INTO 299 RESIDENTIAL LOTS AND 3
PARKS**

WHEREAS, Parkwood Hughson, LLC have made application for a vesting tentative subdivision map to subdivide an existing parcels into 299 lots for a residential subdivision; and

WHEREAS, the project has been analyzed for consistency with the City's Zoning and Subdivision Ordinance and found to be in substantial compliance subject to certain conditions of approval; and,

WHEREAS, public notice was duly provided in accordance with Subdivision Ordinance, Section 16.04.110; and,

WHEREAS, opportunity for public comment was provided to the Planning Commission at the July 21, 2020 meeting where the matter was continued to the next Planning Commission meeting; and,

WHEREAS, a second opportunity for public comment was provided to the Planning Commission at the continued August 18, 2020 meeting, and the Planning Commission recommends the City Council approve the vesting tentative map; and,

WHEREAS, opportunity for public comment as well as comments from interested agencies has been provided to the City Council at its September 14, 2020 meeting, which was continued to the October 12, 2020 City Council meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson, based on all facts and findings before it and using its own independent judgment does hereby approve the Vesting Tentative Map No. 2020-01 with the attached Conditions of Approval.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting on this 12th day of October, 2020 by the following roll call vote:

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AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-59**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING A
CONDITIONAL USE PERMIT TO ALLOW A PLANNED DEVELOPMENT OVERLAY
FOR THE PROPOSED PARKWOOD HUGHSON RESIDENTIAL SUBDIVISION, APNS
018-017-002, -010, -014**

WHEREAS, the Applicant Parkwood Hughson, LLC submitted an application for a Conditional Use Permit to allow a Planned Development Overlay for a 299-unit subdivision located on a 56.04-acre site, APNs 018-017-002, -010, and -014, pursuant to Hughson Municipal Code (HMC) Section 17.02.028; and

WHEREAS, pursuant to Hughson Municipal Code section 17.02.028, a Planned Development Overlay is used to encourage a creative and more efficient approach to the use of land and to provide for greater flexibility in the design of integrated developments than otherwise possible through strict application of zoning regulations; and

WHEREAS, a Planned Development Overlay may be applied to parcels of land of any size in any zone that are found to be suitable for the proposed development; and

WHEREAS, the permitted uses of land shall be any use or combination of uses and densities shown on the approved development plan which are so arranged and designed to provide a development which is in conformity with the General Plan and which is consistent with the requirements of the HMC; and

WHEREAS, all uses shall conform to the area, heights, lot width and yard regulations required in the underlying zone except where the total development will be improved by a deviation from such regulations; and

WHEREAS, at the July 21, 2020 Planning Commission meeting the Planning Commission heard public comment on the item and then continued the item until the August 18, 2020 Planning Commission meeting where the Commission recommended to the City Council approval of the rezoning of the project site to the R-2 zone which will be the underlying zone for this Planned Development Overlay; and

WHEREAS, the development standards of the proposed development do not conform to all of the underlying development standards of the R-2 zoning district, but the Planning Commission was able to find that the total development would be improved by a deviation from such regulations because the proposed development:

1. Is providing larger and more desirable open space, other than that required for public facilities such as storm drain retention basins, and
2. The project will provide for a greater diversity of housing types including duplexes and multifamily residences; and

WHEREAS, notice of Public Hearing was posted in a newspaper of general circulation (Hughson Chronicle) per prescribed procedure—to solicit public input; and

WHEREAS, the Hughson City Council has determined that the use conforms to the requirements and the intent of the City's zoning code and General Plan and recommends approval of the Planned Development Overlay.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson, pursuant to HMC 17.02.028 does hereby approve the issuance of a Conditional Use Permit Application to allow a Planned Development Overlay for a 299-unit subdivision on a 56.04 acre lot in the R-2 Medium Density Residential Zone.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 12th day of October, 2020:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, City Clerk

**CITY OF HUGHSON
CITY COUNCIL
ORDINANCE NO. 2020-06**

**AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
HUGHSON ADOPTING THE DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF HUGHSON AND PARKWOOD HUGHSON, LLC**

WHEREAS, pursuant to Hughson Ordinance No. 90-59, the City of Hughson ("City") may enter into, or amend a Development Agreement with the owner and/or developer of real property within the City; and

WHEREAS, Parkwood Hughson, LLC hereinafter referred to as the "Developer", has applied for, and the City has approved, all necessary land use approvals, entitlements and allocations that will allow the development of a 299-unit subdivision at the corner of East Hatch Road and Santa Fe Avenue, without the need to obtain further discretionary approvals other than Design Review by the Planning Commission; and

WHEREAS, the City and Developer have negotiated a Development Agreement by and between the City of Hughson and Parkwood Hughson, LLC (hereinafter "Development Agreement"), a copy of which is attached as Attachment 1; and

WHEREAS, the City Planning Commission on August 18, 2020, determined that the provisions of the Development Agreement are consistent with the City's General Plan and all other applicable plans, policies, and regulations of the City; and

WHEREAS, a duly noticed public hearing was held before the City Council on September 14, 2020, which was continued to the October 12, 2020 City Council meeting; and

WHEREAS, the Council City desires to approve the agreement and enact it as an uncodified ordinance and upon adoption authorize the City Manager to execute the Development Agreement.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF HUGHSON DOES
ORDAIN AS FOLLOWS:**

Section 1. The Development Agreement attached as Attachment 1 and incorporated by this reference as though fully set forth herein is hereby enacted as an uncodified ordinance.

Section 2. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. If any provision of this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The city council hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portion thereof.

Section 4. This ordinance shall become effective thirty (30) days after its final passage.

Section 5. The City Clerk shall record a copy of the Development Agreement with the County Recorder no later than 10 days after the final passage of this Ordinance.

Section 6. Within fifteen (15) days after its final passage, the City Clerk shall cause this ordinance to be posted in full accordance with Section 36933 of the Government Code.

The foregoing ordinance was introduced, and the title thereof read at the regular meeting of the City Council of the City of Hughson held on October 12, 2020 and by a unanimous vote of the council members present, further reading was waived.

On motion of XXXX, seconded by XXXX, the second reading of the foregoing ordinance was waived and this ordinance was duly passed by the City Council of the Hughson City Council at a regular meeting thereof held on XXXX XX, 2020 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

RECORDED AT THE REQUEST OF:

CITY MANAGER
CITY OF HUGHSON

WHEN RECORDED PLEASE RETURN TO:

CITY CLERK
CITY OF HUGHSON
P.O. BOX 9
Hughson, California 95326

Recording fees exempt (Gov. Code §§ 6103, 27383)

(Space above line for recorder's use only)

DEVELOPMENT AGREEMENT

BY AND AMONG

THE CITY OF HUGHSON

AND

PARKWOOD HUGHSON, LLC

(PARKWOOD SUBDIVISION)

**Adopted by City Council
Ordinance No. 2020-06
on _____, 2020**

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and among the City of Hughson, a California municipal corporation (“City”) and Parkwood Hughson, LLC referred to herein as the (“Developer.”) Developer and City may hereinafter be referred to individually as a “Party” and collectively as the “Parties.” There are no other parties to this Agreement.

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs of development, the Legislature of the State of California adopted the Development Agreement Statutes (Gov. Code § 65864 et seq.) which authorizes the City to enter into a development agreement with any person or entity having a legal or equitable interest in real property, to provide for the development of such property and establish certain development rights therein. The Parties acknowledge on their own behalf that each has: (i) negotiated the terms and conditions of this Agreement in good faith; (ii) extensively reviewed the terms and conditions of this Agreement; and (iii) found the terms and conditions of this Agreement to be fair, just and reasonable. Additionally, City acknowledges that this Agreement is consistent with City’s General Plan and that buildout of the Project, including the Infrastructure Improvements, in accordance with this Agreement, will provide substantial benefits to City furthering important public health, safety and welfare interests while eliminating uncertainty in planning, and facilitating progressive installation of necessary Infrastructure Improvements to serve the Project.

B. The Developer represents that, upon approval of this Agreement, the Developer owns legal title or an equitable interest (i.e., contractual acquisition right) to that certain real property located on the South Side of the TID Ceres main canal and borders Santa Fe Avenue on the West commonly known as APN’s 018-017-002, 010 and 014 consisting of approximately 56.03 gross acres, located in the County of Stanislaus, California, City of Hughson and more particularly described in the Legal Description and Reference Maps attached hereto in **Exhibit A-1** through **A-3** and incorporated herein (the “Real Property”) may be referred to as the “Subject Property.”

C. Development of the Project, as provided herein, will necessitate right-of-way land dedications and financing for the construction of certain public and private improvements, including water facilities, storm water drainage facilities, sanitary sewer facilities, roadway improvements, streetscape and sidewalk improvements and park improvements, all of which infrastructure improvements specific to the Subject Property are further described in the Conditions of Approval imposed by the City for the Project. Certain improvements will not only benefit the Project but will also benefit the City and Stanislaus County.

D. City recognizes that the success of the Project depends greatly upon the certainty of: (i) providing sufficient water and sewer capacity to serve the Project. (ii) issuance of building permits;(iii) the timing and issuance of Credits and Reimbursements for Infrastructure Improvements installed by Developer;

E. The City has established Development Impact Fees (DIF) for new development as set forth in Chapter 15 of the City of Hughson Municipal Code (HMC) which codifies the principle that new development should fund the cost of the capital improvements required to serve it.

F. In accordance with CEQA, City has determined the impacts of the Project were sufficiently analyzed and addressed in the Certified Mitigated Negative Declaration for the Parkwood Subdivision Project, and no further environmental review is required (CEQA Guidelines § 15162 & 15164). No further environmental documentation is anticipated through the buildout of the Project, as adopted herein, including any Subsequent Approvals that are consistent with the Approved Entitlements. Development of the Subject Property pursuant to the Project Approvals and as set forth in the Conditions of Approvals, will provide for orderly growth and development consistent with City's General Plan, and other applicable development policies and programs of City.

G. For the reasons recited herein, Developer and City have determined that the development of the Subject Property is a development project for which this Agreement is appropriate and that this Agreement:

(i) Will eliminate uncertainty in planning and provide for the orderly development of the Subject Property;

(ii) Will insure progressive installation of necessary Infrastructure Improvements, by Developer in accordance with the terms and conditions of the Approved Entitlements;

(iii) Will provide for public services appropriate to the development of the Subject Property;

(iv) Will insure attainment of the maximum effective utilization of resources within City with the consideration of economic impacts to its citizens; and

(v) Will achieve the goals and purpose of the project approvals, which provides that Project phasing shall remain flexible enough to respond to changing conditions during Project buildout.

H. In entering into this Agreement, the Parties acknowledge that this Agreement and the Project Approvals shall be the primary instrument whereby the timing, phasing, and construction of the entirety of the Infrastructure Improvements and all other terms and conditions pertinent thereto shall be set forth and agreed to by the Parties. In exchange for these benefits to City, together with the public benefits provided by the development of the Project pursuant to this Agreement and the Project Approvals, Developer desires to receive the vested right that it may proceed with development of the Project in accordance with Applicable Laws in effect as of the Approval Date, and the Project Approvals, including without limitation, the Approved Entitlements and Subsequent Approvals.

I. City acknowledges that development of the Subject Property is a large-scale

undertaking, involving major investments by Developer, with development occurring in various phases over several years. Developer is unwilling to incur the required investment in developing the Project, as hereinafter defined, without binding assurances from City of the continuity of vested rights to develop the Project in accordance with the project approvals, Applicable Laws (as defined in Section 5.01) in effect as of the Approval Date and Project Approvals, to proceed with the construction of the Infrastructure Improvements and any other improvements. City, in turn, cannot be assured of realizing the benefits of the Project without granting the binding assurances desired by Developer.

J. This Agreement sets forth provisions for Developer to construct certain Infrastructure Improvements, or portions thereof, in phases as driven by economic and market conditions. The Parties acknowledge that Developer shall not be required to initiate or complete development of any particular Infrastructure Improvement within any period of time except as necessary to serve that phase of the project, and as set forth in the project approvals. The Parties further acknowledge that certain Infrastructure Improvements will benefit the Project, as well as other City areas. As such, this Agreement is intended to grant Developer vested rights to develop the Project as set forth herein.

K. On _____, 2020 the Planning Commission of the City of Hughson, after giving notice pursuant to Government Code Sections 65867, 65090 and 65091, held a public hearing to consider this Agreement and provide recommendations to the City Council.

L. The City Council of the City of Hughson on _____, 2020, after providing public notice pursuant to Government Code Sections 65867, 65090 and 65091, held a public hearing on this Agreement and, following the duly noticed hearing, introduced Ordinance No. _____ to approve this Agreement.

M. On _____, 2020 the City Council conducted the second reading and adopted Ordinance No. _____, approving and authorizing the execution of the Agreement. The ordinance is effective on _____, 2020 (the "Approval Date"). In approving the Agreement, the City Council adopted findings that the provisions of this Agreement and the Project are consistent with the General Plan, the Parkwood Vesting Tentative Subdivision Map and all other applicable City policies and regulations, and that the requirements of CEQA have been satisfied. Ordinance No. _____ and related policies are attached to this Agreement as **Exhibit B**.

NOW THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

The following terms shall have the meanings set forth below for purposes of this Agreement:

1.01. "Agreement" means this Development Agreement by and between the City of Hughson, a California municipal corporation and the Parkwood Hughson, LLC.

1.02. “Applicable Law” shall mean the statutes, rules, ordinances and regulations referred to in Section 5.01 below and in effect on the Approval Date of this Agreement.

1.03. “Approval Date” means the legally effective date of City’s approval of this Agreement, which shall occur thirty (30) calendar days after the adoption of the second reading of Ordinance No _____, i.e., _____, 2020.

1.04. “Approved Entitlements” means those certain entitlements listed on **Exhibit C** attached hereto.

1.05. “Assignee” means any person, partnership, joint venture, firm, company, corporation or other business entity to which all or a portion of the Subject Property is sold, assigned, transferred, or conveyed, along with such rights, duties and obligations under this Agreement with respect to all or that portion of the Subject Property which is sold, assigned, transferred, ground leased or conveyed pursuant to an Assignment and Assumption Agreement, as provided in Section 3.03 herein. Notwithstanding the foregoing, through the Assignment and Assumption Agreement, Developer may reserve and retain certain rights and benefits contained in this Agreement or created as a result of this Agreement and may withhold the transfer of such rights to any Assignee pursuant to such agreement executed by the Assignee.

1.06. “Assignment and Assumption Agreement” means such agreement that Developer shall be required to enter into, in order to retain certain rights and benefits, and to partially allocate certain rights and benefits to an Assignee, as provided herein and as detailed in Section 3.03 and **Exhibit D** of this Agreement.

1.07. “City” means the City of Hughson, California.

1.08. “CEQA” means the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.) and the implementing CEQA Guidelines (14 Cal. Code Reg. § 15000 et seq.)

1.10. “Community Development Director” means the City’s Community Development Director, or the person the City Manager shall designate to act as such for purposes of this Agreement.

1.11. “Conditions of Approval” means all conditions of approval to the Approved Entitlements, which have been required by the City as a condition of regulatory approval of the Project, and which the affected Developer has reviewed and consented to, as set forth in **Exhibit E** attached hereto.

1.12. “Costs of the Infrastructure Improvements” means the right-of-way costs and eligible costs for construction, alteration, demolition and installation of the Infrastructure Improvements.

1.13. “Credits” means an entitlement to be excused from paying into City’s DIF program because Developer constructed certain Infrastructure Improvements instead of paying the DIF. The

amount of the Credit for construction of a DIF Infrastructure Improvement shall be equal to the amount identified in this Agreement for such Infrastructure Improvement.

1.14. “Developer” means the Parkwood Hughson, LLC, and any successor-in-interest, or future Assignees.

1.15. “Development Impact Fees (DIF)” means the fee schedule adopted by City that is applicable to the Project for the term of this Agreement attached hereto as **Exhibit F**, as such fees may be modified and limited in accordance with this Agreement.

1.16. “Effective Date” means the legally effective date that all the following have occurred: (a) the ordinance approving this Agreement becomes effective; and (b) this Agreement is executed by the Parties.

1.17. “Mitigated Negative Declaration” shall mean the combined initial study and mitigated negative declaration, including the adopted CEQA findings and Mitigation Monitoring and Reporting Program, Parkwood Subdivision Project (SCH No. _____) certified by City Council Resolution No. _____ on _____, 2020.

1.18. “Final Maps” shall mean the various, phased final maps issued pursuant to the Subdivision Map Act, which may hereafter be filed for record for each respective phase of development of the Project.

1.19. “Financing District” shall mean a community facilities district formed pursuant to the Mello-Roos Community Facilities District Act of 1982, or a comparable special tax, assessment or similar district formed to financing ongoing maintenance or infrastructure obligations for the Subject Property.

1.20. “General Plan” shall mean the City of Hughson General Plan of December 12, 2005.

1.21. “Infrastructure Improvements” means the improvements required to be constructed per the project approvals.

1.22. “Project” means the permitted densities, intensities and uses of the Subject Property as depicted on the Project Approvals, and in the Approved Entitlements.

1.23. “Project Approvals” means all land use and building approvals, permits and entitlements granted by the City for the Project including the Approved Entitlements, Subsequent Approvals, Conditions of Approval and Mitigation Monitoring and Reporting Program.

1.24. “Property Owner” means Parkwood Hughson, LLC.

1.25. “Rules and Regulations” means the rules, regulations, ordinances, laws, general plans, zoning, and official policies governing development, design, density and intensity of permitted uses, growth management, environmental review, or other measures that directly or indirectly limits the rate, timing or sequencing of development or construction, construction and building standards, design criteria and any other standards relating to development of Subject

Property within the City, and in effect on the Approval Date of this Agreement.

1.26. “Sanitary Sewer System” means the City’s sanitary sewer treatment facility and existing piping and conveyance systems.

1.26. “State” means the State of California.

1.27. “Subject Property” means the Parkwood Hughson, LLC property.

1.28. “Subsequent Approvals” means any approvals required, or desired by Developer and considered by City, as a precondition to the issuance of grading, building or other permits required for the development of the Project granted by City after the Approval Date, including but not limited to (a) Phased Final Maps, which may include all or a portion of the Subject Property identified in the Project Approvals; (b) use permits; (c) building permits; (d) design review and (e) any other approvals necessary for the development of the Project.

1.29. “Subsequent Property Owner” means the person, persons or entity having a legal or equitable interest in the Subject Property as described in **Exhibit A-2** and **Exhibit A-3** and includes any Property Owner’s successors in interest.

ARTICLE 2 EXHIBITS AND RECITALS

The Recitals set forth above, and the Exhibits referred to in this Agreement, are incorporated herein as though set forth in full.

ARTICLE 3 GENERAL PROVISIONS

3.01. Property Subject to the Agreement. This Agreement applies to and governs the development of the Subject Property.

3.02. Duration of Agreement. The term of this Agreement shall commence upon the Approval Date and shall expire on the tenth (10th) anniversary following such date, provided, however, that this Agreement shall not become legally enforceable by either Party until the Effective Date. The term of this Agreement may be extended by mutual agreement of the Parties in writing.

3.03. Assignment and Assumption. Developer shall have the right to sell, assign, transfer, ground lease or convey the Subject Property in whole or in part (provided that no such partial transfer shall violate the provisions of the Subdivision Map Act) to an Assignee at any time during the term of this Agreement upon providing notice to City no later than ten (10) days after the effective date of said sale, assignment or transfer. Assignment and assumption shall be administered through the form of Assignment and Assumption Agreement attached to this Agreement as **Exhibit D**. The City will release Developer from all obligations set forth herein with respect to the Subject Property sold, assigned or transferred (or if less than the Subject Property

shall be sold, transferred or assigned, then with respect to that portion thereof actually purchased, transferred or assigned), only if Developer conveys, and the Assignee expressly assumes all of the obligations and other terms and conditions of this Agreement with respect to such Subject Property (or if less than the Subject Property shall be sold, transferred or assigned, then with respect to that portion thereof actually purchased, transferred or assigned). Developer or Assignee shall advise the City of the assignment and assumption.

(a) *Failure to Notify City not Grounds for Default.* Any sale, assignment, transfer, ground lease or conveyance not made in substantial compliance with this Article shall not constitute a default by Developer or any Assignee under this Agreement, provided, however, that City may refuse to issue permits or other entitlements to such purchaser, Assignee or transferee until a copy of the assignment and assumption agreement is received by City.

(b) *Partial Assignment.* Developer reserves the right to partially assign the burdens or benefits of this Agreement to any Assignee, provided that Developer must: (i) provide City with a copy of the Assignment and Assumption Agreement that designates the rights allocated to such Assignee; and (ii) record a memorandum of such agreement on the assigned property, which clearly designates the rights allocated to such Assignee.

3.04. Recording. Upon the Approval Date, the Parties shall fully execute and acknowledge four originals of this Agreement. Within ten (10) days after the Approval Date, the City Clerk shall record this Agreement in the Official Records of Stanislaus County. Upon return from the county recorder, the City Clerk shall send a copy of the recorded Agreement and all exhibits to Developer.

3.05. Amendment or Cancellation of Agreement. Except as otherwise provided herein, including, without limitation, as provided under Article 8 hereof, this Agreement may be cancelled, modified or amended only by mutual written consent of the Parties, in accordance with Government Code Sections 65867, 65867.5 and 65868.

(a) *Minor Amendment of this Agreement.* The Parties acknowledge that refinement and implementation of the Project may demonstrate minor changes, as appropriate with respect to the details of performance by the Parties. The Parties desire to retain administrative flexibility with respect to certain items covered in general terms under this Agreement. If City finds that clarifications, minor changes or minor adjustments are necessary or appropriate to further the intended purposes of this Agreement and will not be materially inconsistent with any Project Approvals, the Parties may effectuate such clarifications, minor changes and adjustments through one or more Operating Memoranda, mutually approved in writing by Developer and the City Manager. Each Operating Memorandum will, after execution and recording, be attached to this Agreement. Unless otherwise required by law, execution of an Operating Memorandum between the Parties shall not require noticed public hearings.

(b) *Effect of Termination.* Termination of this Agreement shall not constitute the automatic termination of any Project Approvals or other land use entitlements approved for the Subject Property. Upon termination of this Agreement, no Party shall have any further right or obligation hereunder, except with respect to any obligation to have been performed prior to such termination, or with respect to any default in the performance of the provisions of this Agreement

that has occurred prior to such termination, or with respect to any obligations that are specifically set forth as surviving this Agreement.

(c) *Minor Amendment of Project Approvals.* Developer may provide written request for a minor amendment or modification to any of the Project Approvals, including, but not limited to (a) the location of buildings, streets and roadways and other physical facilities, or (b) the configuration of the buildings, the site plan, elevations, the configuration and number of parcels, lots or development areas. To the extent allowable by law, the Community Development Director shall determine whether the requested amendment or modification is consistent with this Agreement, Project Approvals and applicable provisions of City zoning and subdivision ordinances in effect as of the Effective Date of this agreement. For purposes of this Agreement, the determination of whether such amendment is minor shall be made by reference to whether such amendment or modification is minor in the context of the overall Project. If the Community Development Director finds that the proposed amendment is both minor and consistent with this Agreement, Project Approvals and the applicable provisions of City zoning and subdivision ordinances, the Community Development Director may approve the minor amendment administratively. For purposes of this Agreement and notwithstanding any City ordinance or resolution to the contrary, the following shall be deemed a minor amendment or modification: lot line adjustments, minor adjustments in the number of parcels, minor variances as to density, relocation of densities and/or uses which do not materially alter the overall density of the Subject Property as presently set forth in the Project Approvals and minor changes to any bulk, height, lot coverage, and building setbacks.

3.06. Binding Effect of Agreement. Actions of City and Developer with respect to the Project, including, without limitation, actions by City responding to applications for Subsequent Approvals affecting the Project, shall be made subject to this Agreement. The Project shall be carried out in accordance with the terms of this Agreement. The provisions of this Agreement shall constitute covenants and servitudes, which shall run with the land comprising the Subject Property, and the burdens and benefits hereof shall inure to the benefit of the City and Developer, and all estates and interests in the Subject Property and all successors in interest of the Parties hereto, except as such rights may be materially limited by a recorded Assignment and Assumption Agreement between Developer and any Assignee to the Subject Property. Notwithstanding the above, Developer's determination to construct the Project is left to Developer's sole and absolute discretion and in no event is Developer obligated to construct or undertake commencement of the Project.

3.07. Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party may at any time, by

giving ten (10) days written notice to the other Party, designate any other address in substitution of the address to which such notice or communication shall be given.

Notices and communications shall be given to the Parties at their addresses set forth below:

If to City: City of Hughson
Merry Mayhew, City Manager
Lea Simvoulakis, Community Development Director
P.O. Box 9
Hughson, CA 95326

Neumiller & Beardslee, Attorneys & Counselors
Daniel J. Schroeder, City Attorney
3121 W. March Ln, Ste. 100
Stockton, CA 95219

If to Developer: Parkwood Hughson, LLC
Kirk DeLaMare, Managing Member
1117 L Street
Modesto, CA 95354

Jensen & Jensen Attorneys
Mark R. Jensen
1514 H St
Modesto, CA 95354

With copies to: Triebsch & Frampton, APC Attorneys at Law
Robert E. Triebsch
300 N. Palm Street
Turlock, CA 95380

ARTICLE 4 CONFLICTS OF LAW

401. Conflicts between City and State or Federal Laws. In the event that State or federal laws or regulations enacted after the Approval Date prevent or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, each Party shall provide the other Party with written notice of such State or federal restriction, a copy of such regulation or policy and a statement concerning the conflict with the provisions of this Agreement. The Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or State law or regulation.

402. City Council Hearing. After the Parties have met and conferred pursuant to Section 4.01 above, if the Parties have not reached agreement on the effect of the change in the federal or state law or regulation upon this Agreement, Developer may request the matter shall be scheduled for hearing before the City Council. Written notice of such hearing shall be given pursuant to Government Code Section 65867, or then applicable statutes. The City Council, at such hearing, shall determine the exact modification necessitated by such federal or state law or regulation. Developer, at the hearing, shall have the right to offer oral and written testimony.

403. Cooperation in Securing Permits. City shall cooperate with Developer in order to secure any permits that may be required or as a result of modifications, amendments, or suspensions made pursuant to this Article.

404. Invalidity of Agreement and Severability. If this Agreement is determined by a court to be invalid or unenforceable in its entirety, the Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement relating to fees payable by Developer, Article 6 shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement relating to fees payable by Developer, Article 6 is rendered invalid or unenforceable according to the terms of any statute of the State of California which became effective after the Approval Date, and Developer in good faith determines such provisions are material to its entering into this Agreement, then Developer may elect to terminate this Agreement as to all of its obligations remaining unperformed.

ARTICLE 5 DEVELOPMENT OF THE SUBJECT PROPERTY

5.01. Applicable Priority. As used in this Agreement regarding the Subject Property, “Applicable Priority” shall mean and include all the following in effect as of the Approval Date, and Applicable Priority shall be interpreted in the following priority:

- (a) This Agreement;
- (b) Parkwood Vesting Tentative Subdivision Maps;
- (c) All other Project Approvals;
- (d) City of Hughson General Plan;

- (e) City zoning ordinance;
- (f) City subdivision ordinance;
- (g) Rules and Regulations; and
- (h) all other laws, policies, rules and regulations of City (whether the laws be enacted by the City Council, Planning Commission, or City voters) in effect as of the Approval Date, including, without limitation, the laws that relate to or specify any one or more of the following: the permitted uses of land or improvements; the density or intensity of use; the rental rates or vacancy rates or conversion controls regarding rental properties; labor rules and rates; and building and uniform code standards for construction and occupancy. Nothing in this Agreement, or Applicable Law, whether in existence as of the Approval Date or arising in the future, shall be interpreted to provide for or result in any annual (or other) limit, moratorium, or other limitation upon the number of, or phasing or pacing of, units which may be constructed on, or building permits which may be obtained for parcels or lots within the Subject Property, the processing or approval of any final maps, or any other land use entitlements, approvals, or permits, or the rate, timing, or sequencing thereof, during the term of this Agreement. There are currently no adopted growth controls ordinance, policies or measures that would restrict development of the Project. The terms of this Agreement are consistent with the legislative purposes set forth above and will assure Developer that approvals granted by the City in connection with the development of the Subject Property will not change during the term of this Agreement.

Notwithstanding the foregoing or anything contained herein to the contrary, the standards and regulations provided in this Agreement and the Project Approvals supersede all other laws, policies, rules and regulations of the City in effect as of the Approval Date. If a conflict occurs between the requirements of this Agreement and the Project Approvals and laws, policies, rules, and regulations of the City, the requirements of the Project Approvals and this Agreement shall control. If, however, the Project Approvals does not contain an express requirement consistent with the laws, policies, rules and regulations of the City, then in such event the Parties agree the requirements of Applicable Priority, in order of priority shown above, shall be followed.

5.02. Vested Right to Develop. During the term of this Agreement, Developer shall have the vested right to develop the Subject Property in accordance with the Project Approvals. City agrees and assures Developer that this Agreement establishes vested development rights, obligations, terms and conditions, as specified in the Project Approvals and Applicable Law, including without limitation, any and all Subsequent Approvals and Developer's right to tie in, or connect to, the City sewer and water systems, and that such rights shall be fully vested in Developer and may not be changed or modified by City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, or as expressly consented thereto by Developer in its reasonable discretion.

(a) *Water Capacity.* The Parties acknowledge the City's water system has sufficient capacity to adequately serve 299 residential units per the project approvals. To fund water system upgrades and ongoing operations and maintenance of existing water facilities, the City collects

DIF and water user rate fees. The DIF is a one-time fee paid for each single-family home constructed within a proposed development. The DIF are currently being updated by the City. The Developer has agreed to pay the proposed water fee in the amount of \$8,119 per single family home as set forth in **Exhibit F**.

(b) *Sanitary Sewer Capacity.* The parties acknowledge the City's sanitary sewer systems have sufficient capacity to adequately serve 299 residential units per the project approvals. The Developer shall pay the sanitary sewer capacity fee as set forth in **Exhibit F**.

5.03. City Administration. City shall comply with this Agreement and all Project Approvals, and City shall process any Subsequent Approvals in accordance with the terms of this Agreement. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, the construction, installation and extension of Infrastructure Improvements, development guidelines and standards, implementation programs for processing of Subsequent Approvals and other conditions of development for the Subject Property shall be those set forth in this Agreement, the Project Approvals and Applicable Law, including without limitation, any and all Subsequent Approvals. The Parties intend that the Project Approvals shall serve as the definitive and controlling provisions for all subsequent actions, discretionary or ministerial, relating to the development and occupancy of the Project.

5.04. Other. The vested rights under this Agreement include the protections afforded, including without limitation, protections against later enactments prohibited in this Agreement such as those listed in subsection 5.08(a) and Section 6.13.

5.05. Reimbursement Agreements. Reimbursements shall be administered through this Agreement, and any additional Reimbursement Agreement determined to be necessary by mutual agreement of the Parties. City shall have no further obligation under this Section only after such time that Developer has been fully repaid for the actual cost of all Infrastructure Improvements, including their costs through either Credits or Reimbursements, as applicable.

5.06. Prevailing Wages. The Parties understand and intend that, under this Agreement, City will not contribute any money, or the equivalent of money, to the overall Project than is required to perform the public improvement work and reimburse Developer for installation of the Infrastructure Improvements, as provided herein, which are required as a condition of City's regulatory approval of the Project. The Parties further understand and intend that the Project is a private development project and that City does not and shall not have any proprietary interest therein. It is Developer's understanding and intent that no portion of the project shall be subject to the requirement to pay prevailing wages.

5.07. Reservations and Dedications. Portions of the Subject Property are reserved for dedication or other transfer to City, as shown in the Vesting Tentative Subdivision Map. Such reservations and dedications shall be imposed in accordance with the Applicable Laws in effect as of the Approval Date, and otherwise shall be made in accordance with the Conditions of Approval for the Vesting Tentative Subdivision Maps and the Subdivision Map Act.

5.08. Subsequent Enactments. City and Developer agree that this Agreement shall vest

Developer's right to develop the Project pursuant to the Project Approvals and Applicable Law. Neither the City, nor any agency of the City, shall enact any new law, ordinance, resolution, initiative, rule, regulation or other measure applicable to the Project or Subject Property that is in conflict with the Project Approvals or Applicable Law, or that prevents or conflicts with the permitted uses, density and intensity of uses vested by this Agreement, or as set forth in the Project Approvals or Applicable Law.

(a) *Limitations.* Without limiting the foregoing general statement, and for all purposes relating to this Agreement generally, and this Section specifically, the Parties agree that any new law, ordinance, resolution, initiative, rule, regulation or other measure applicable to the Project or Subject Property shall be deemed to conflict with the Project Approvals or Applicable Law if it seeks to accomplish anyone or more of the following results, either with specific reference to the Project, or Subject Property, or as part of a general enactment that applies to this Project or Subject Property:

(i) limiting or reducing the intensity, use, operation or density of development on the Subject Property, or otherwise requiring any reduction on the square footage of buildings, total number of proposed homes, buildings or other improvements;

(ii) limiting or restricting the development timing or phasing or pace of the development of the Subject Property in any manner;

(iii) limiting the location of building sites, buildings, grading, or other improvements on the Subject Property in any manner;

(iv) applying to the Subject Property a moratorium or other limitation affecting the processing or approval of subdivision maps, including, without limitation, or Final Maps, building permits or any other land use entitlements, approvals or permits, or the rate, timing or sequencing thereof;

(v) applying to the Subject Property rent, vacancy or conversion controls, regulations and/or policies;

(vi) applying to the Subject Property "prevailing wage," "union shop," project labor agreement, labor peace agreement, or other labor regulations or policies, except those required by State or Federal laws and regulations

(vii) requiring any additional on-site or off-site infrastructure improvements to be constructed or paid for by Developer or a Subsequent Property Owner; or

(viii) restricting the permitted uses of the Subject Property in any manner.

The above list of actions is not intended to be comprehensive but rather is illustrative of the types of actions that would conflict with this Agreement, the Project Approvals, and Applicable Law.

(b) *Changes to Applicable Law.* Only the following changes to the Applicable Law effective as of the Approval Date shall apply to the development of the Project:

(i) City land use regulations, ordinances, resolutions or policies adopted after the Approval Date, applicable City-wide, which are not in conflict with the terms and conditions for the development of the Project, and the Project Approvals, and which do not impose additional burdens on the Project; and

(ii) City land use regulations, ordinances, resolutions or policies adopted after the Approval Date, which are in conflict with Project Approvals, but the application of which to the development of the Project has been consented to in writing by Developer in its sole discretion.

(iii) Development of the Subject Property shall be subject to legally mandated changes that occur to the California Building Code and California Fire Code required by State or federal law (the "Applicable Codes"); provided, however, such changed law shall not apply to the Subject Property when permitted or exempted by (a) the rights and benefits of this Agreement, (b) any vesting tentative map, or Final Map, (c) the presence, vesting protections or other benefits conferred under this Agreement, or (d) the presence, vesting protections or benefits conferred under the tentative map, in which event Developer shall not have to comply with the new Applicable Codes within all or any portion of the Project.

(iv) If any future public health and safety emergencies arise with respect to the development contemplated by this Agreement, City shall attempt, if reasonably possible, to address such emergency in a way that does not have a material adverse impact on the Subject Property. If City reasonably determines that City cannot address the health and safety emergency in a way that avoids any material adverse impact on the Project, City, after consultation with Developer, shall select an option for addressing the situation that minimizes, so far as reasonably possible, the impact of the health and safety emergency on development of the Project.

Therefore, except for the exceptions expressly stated above, the Parties agree that no ordinance, policy, rule, regulation, decision, or any other City action, or any initiative or referendum voted on by the public, which would otherwise be applicable to the Project and would affect in any way the development of the Project, or alter construction standards for the Project, or limit the uses allowed under the Project Approvals or limit the number of building permits issued for the Project, or limit the Project's ability to connect to the City's sewer, water system, storm drainage systems, or to receive any other City services that was not in effect as of the Effective Date, shall be applicable to the Project during the term of this Agreement.

5.09. Development Timing. Developer cannot predict with certainty when or the rate at which phases of the Subject Property will be developed. Such decisions depend on numerous factors that are not entirely within the control of Developer, such as market orientation and demand, interest rates, competition and other factors. It is the intent of City and Developer to hereby acknowledge and provide for the right of Developer to develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment, subject to the terms, requirements and conditions of the Project Approvals and this Agreement. City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement. Developer shall use their best efforts, in accordance with their business judgment and taking into consideration market conditions and other economic factors, to commence or to continue development, and to develop the Project in a

regular, progressive and timely manner in accordance with the provisions and conditions of this Agreement and with the Project Approvals.

Continuation of Existing Agriculture Uses Existing agricultural uses are allowed to continue on the Subject Property until the affected portion of the Subject Property is developed. Proper "right to farm" notices will be required in accordance with the Project Approvals.

ARTICLE 6

FEES, CREDITS, DEDICATIONS, AND INFRASTRUCTURE IMPROVEMENTS

6.01 Water Infrastructure. Water infrastructure for the Project shall be provided pursuant to this Section 6.01.

(a) Domestic Water Infrastructure. The project proposed water system consists of a network of 8" diameter pipes with two points of connection (POC) to the City's water system as set forth in **Exhibit G**. The POC's include a connection to the terminus of an existing 8" pipe in Flora Vista Drive and a second to the terminus of an existing 8" diameter pipe in Estancia Drive, both North of Leaflet Lane. These connections effectively extend the City's water distribution system, relying on pressure and flow capacity from the City's existing system at said POC's. Shoreline Environmental Engineering performed an evaluation of the proposed project water system. The purpose of the evaluation was to determine if the water distribution system proposed for the project is of sufficient capacity to provide for the projects domestic and fire suppression demands and other off-site demands that will rely on the projects water system. The results of the analysis concluded that the water infrastructure improvements as proposed are adequately sized for the required flow conditions.

(b) Water Infrastructure Financing. The required water infrastructure improvements described in 6.01 (a) above and as set forth in **Exhibit G** shall be installed and financed by Developer.

(c) Other Water Improvements. The City acknowledges that no other water system improvements either on or off-site will be required for Development of the project other than those described in 6.01 (a) above, as set forth in **Exhibit G** and as shown on the approved Vesting Tentative Subdivision Map **Exhibit K**.

6.02 Wastewater Collection and Treatment. Wastewater infrastructure for the Project shall be provided pursuant to this Section 6.02.

(a) Sanitary Sewer Infrastructure. The City of Hughson provides wastewater collection and treatment for the incorporated City and operates a wastewater treatment plant on the northern edge of the City between Hatch Road and the Tuolumne River. The project proposed sanitary sewer system is based on a series of gravity conveyance pipes and manholes that connect at two POC's: 1) An existing 10" sanitary sewer stub at Flora Vista

Drive 2) An existing 12” sanitary sewer stub at Estancia Drive as set forth on **Exhibit G-1**.

(b) Sanitary Sewer Infrastructure Financing. The required sanitary sewer infrastructure improvements described in 6.02(a) above and as set forth in **Exhibit G -1** shall be installed and financed by Developer.

(c) Other Sanitary Sewer Improvements. The City acknowledges that no other sanitary sewer system improvements either on or off-site will be required for Development of the project other than those described in 6.02(a) above, as set forth in **Exhibit G-1** and as shown on the approved Vesting Tentative Subdivision Map **Exhibit K**.

6.03 Storm Drainage Infrastructure. Storm drainage infrastructure for the Project shall be provided pursuant to this Section 6.03.

(a) Storm Drainage Infrastructure Construction. The proposed storm drainage system will generally consist of a dual use park/basin detention facility, storm drain pump station with ultimate discharge to the TID Ceres main canal, a series of catch basins, manholes and gravity conveyance systems as set forth in **Exhibit G-2**.

(b) Storm Drainage Infrastructure Financing. The required storm drainage infrastructure improvements described in 6.03(a) above and as set forth in **Exhibit G-2** shall be installed and financed by Developer.

6.04 Transportation Infrastructure. Traffic and roadways infrastructure for the Project shall be provided pursuant to this Section 6.04.

(a) Transportation Infrastructure – General. All new development within the city limits of City pays impact fees into two different fee programs that address traffic and roadway infrastructure. First, development pays into the traffic portion of the City’s DIF. This City program provides funding for the roads and traffic improvements identified in the City’s DIF. Second, development pays into the Regional Transportation Impact Fee program imposed by the County of Stanislaus (“County RTIF”). This County program provides funding for various regional roads.

(b) Transportation Calculation. The network of roadways surrounding the project consist of arterials and local streets. The projects internal street system will be constructed including extensions of Flora Vista Drive and Estancia Drive into the site. A project access onto Santa Fe Avenue is planned and the project provides a “stub” street at the Northeast corner that will allow a future extension by others to the East with an ultimate connection to Tully Road and Narcisco Drive.

(c) Transportation Infrastructure Improvements. Consistent with City policy development of the project will be required to install frontage improvements as development occurs. This will include the widening of Santa Fe Avenue to ½ of its ultimate section. Internal streets will be constructed per project approvals. All project street cross sections shall be installed as set forth on the Vesting Tentative Subdivision Map **Exhibit K** and further identified on **Exhibit H**.

(d) Non-Motorized Transportation. The City's non motored transportation plan (NMTP) indicates where facilities may be developed in the future. The NMTP indicates that a class 1 trail may be developed along Hatch Road and that future class 2 Bicycle lanes may be developed on Santa Fe Avenue. The project shall construct a class 1 bike trail on the South Side of the TID Ceres main canal as set forth on the Vesting Tentative Subdivision Map **Exhibit K** and further identified on **Exhibit H**.

(e) Transportation Infrastructure. The required transportation infrastructure improvements as described in 6.04 above and as set forth in **Exhibits H** and **K** shall be installed and financed by developer notwithstanding the provisions provided for in Section 6.05.

6.05 Parks Infrastructure. Parkland and park infrastructure for the Project, shall be provided pursuant to this Section 6.05.

(a) Park Development General. Developer has cooperated with City to provide enhanced landscaping and amenities within the project. These enhanced amenities will benefit the project but will also benefit the City. Said amenities include:

- i) A 25' wide landscape buffer along Santa Fe Avenue. Santa Fe Avenue is the main access for entering into the City of Hughson. The increased landscape area will provide a gateway and greenbelt as you enter the City.
- ii) Installation of a class 1 bike trail along the TID Ceres main canal. The City has been pursuing avenues to fund and construct a class 1 bike trail along the Northern portion of the City. The construction of the class 1 bike trail by the project will be a large step in achieving this goal for the City.
- iii) Three (3) separate parks are proposed within the project for dedication as parks varying in size and scope. The three (3) parks contain approximately 4.89 acres and contain numerous recreational facilities
- iv) An open space lot containing approximately 6,500 S.F. (0.15AC) is proposed for dedication that will include enhanced landscaping and monumentation along the Santa Fe Avenue corridor at the project entrance.

(b) Park land dedication. In accordance with the section 66477 of the Subdivision Map Act and the Hughson Municipal Code, the proposed project directly increases the number of persons in the area as a result of the proposed residential uses. The proposed project includes 299 residential units, which is projected to increase the population by an estimated 1,034 people (based on 3.46 persons per household). For the purpose of collecting fees to mitigate for increase park demands (Quimby act), the California government code section 66477 states: *The amount of land dedicated or fees paid shall be based upon the residential density, which shall be determined on the basis of the approved conditionally approved tentative map or parcel map and the average number or persons per household. There shall be rebuttable presumption that the*

average number of persons per household by units in a structure is the same as that disclosed by the most recent available federal census or census taken pursuant to Chapter 17 (commencing with Section 40200) of Part 2 of Division 3 of Title 4.

The City's General plan identifies a park standard based on a goal of five acres of parkland per 1,000 residents within the City limits. Using this parkland goal, the proposed project would be required to provide 5.17 acres of parkland for the resulting 1,034 residents. The project includes development of 6.57 acres of park/dual use facilities and open space. These facilities are intended to serve the residents of the proposed project. Because the project would meet the City's General Plan park standard by, the proposed project is not subject to the City park dedication in-lieu fees as set forth in **Exhibit F**.

(c) Park Improvements. Developer shall prepare a park master plan identifying the recreational amenities to be installed as shown on **Exhibit I**. Said park master plan shall be developed and approved by the Community Development Director. The recreational amenities set forth on **Exhibit I** may be relocated to other areas of the park(s) subject to the approval of the Community Development Director.

(d) Park Credits/Reimbursements

1. Developer Responsibility – As set forth in Chapter 16.32 of the HMC, the developer shall, without credit provide full street improvements and utility connections including curbs, gutters, street paving, traffic control devices, street trees, sidewalks and fencing adjacent to land that is dedicated for public parks, and improved drainage throughout the site.
2. Credit for Improvements. Developer is required to provide 5.17 acres of parkland or to pay the appropriate park dedication in lieu fee. Developer is providing 6.57 acres of parkland/open space within the Project which is 1.4 acres more than otherwise required. Developer agrees it shall not receive a credit for the additional 1.4 acres of parkland/open space as such land is required for the Planned Development overlay zone granted as part of the Project Approvals. Pursuant to HMC Chapter 16.32, Developer shall receive a credit against the park development fee category of the DIF for the cost of the improvements installed within parks "A", "B" and "C". Said improvements may include but not be limited to site preparation, grading, fine grading, soil amendments, trees, shrubs, grass, bark, gravel, concrete, recreational equipment and related appurtenances, site furniture, site structures, preliminary and final designs, construction staking, construction management, testing and inspections. Parties agree Developer's credit for the value of said improvements shall not exceed Seven Hundred Ninety Seven Thousand Four Hundred Thirty Three and 00/100 Dollars (\$797,433.00).

6.07. Development Standards

(a) Development Standards. The parties have worked cooperatively to establish certain standards for the project. These development standards are set forth in **Exhibits J-1 and J2**. Street traffic signs, street name signs, entry monumentation and street light images are for illustrative purposes to provide character to the overall project. Developer may propose alternative designs that provide similar character to the overall project theme, subject to approval by the Community Development Director.

6.08. DIF Fees.

(a) Existing DIF Program. Developer shall pay City's DIF at the rate adopted by City prior to the Approval Date, specifically the DIF amounts applicable to the Project and further described in the attached **Exhibit F**. Notwithstanding the preceding sentence, Developer shall pay the agreed upon water fee as stated in Section 5.02(a). Such DIF amounts may be adjusted annually for inflation commencing two (2) years after the Effective Date provided that in no event shall any such escalation exceed 3% per annum.

(b) Timing of Payment. Developer shall pay, or request the applicable credit of, the applicable DIF upon City's issuance of final inspection or the date the certificate of occupancy is issued whichever is first per Chapter 15.20.060, (HMC) for the applicable portion of the Project. Payment of DIF, or any portion or category thereof, will not be required for any particular parcel or building that will be offset via Credits provided by City to Developer. The Parties agree that in the event of a transfer of all or a portion of the Subject Property to a third party ("Subsequent Property Owner"), Developer may retain the right to receive fee credits so long as the Subsequent Property Owner pays the applicable DIF without any Credits provided for in this Agreement and the obligations relative to Developer and any Subsequent Property Owner are clearly allocated in an Assignment and Assumption Agreement.

(c) Other Agency Impact Fees. This Agreement shall have no effect on any fees that may be collected by City on behalf of any other local agency in connection with the Project.

6.09. Downtown Revitalization Fee (DRF). The Parties acknowledge the City's on-going efforts to revitalize the downtown area. To assist downtown revitalization efforts and to compensate for the loss of commercially zoned property at the Parkwood project site, the City will collect, and Developer will pay, a DRF of \$750.00 per dwelling for each of the 299 dwellings within the Project. The DRF is a one-time fee paid by Developer for each single-family home constructed within the proposed development. The Developer has agreed to pay the proposed DRF fee in the amount of \$750.00 per single family home, payable at certificate of occupancy, as set forth in **Exhibit F**. The Parties further agree the Downtown Revitalization Fee will be used by the City to enhance economic development and commercial opportunities in the area designated as the City's downtown. The Downtown area encompasses Hughson Avenue between Santa Fe Avenue and 7th Street, 5th Street between Pine Avenue and Hughson Avenue, Charles Street between Hughson Avenue and Santa Fe Avenue, 3rd Street between Hughson Avenue and Santa Fe Avenue, 2nd Street between Hughson Avenue and Santa Fe Avenue, and 1st Street From Hughson Avenue to Santa Fe Avenue. Funding priority should be given to economic development or commercial opportunities that enhance the City's tax base.

6.10. Building and Grading Permits. Upon application by Developer and payment of proper processing fees in accordance with the provisions governing such fees contained herein, including the application of credits in lieu of said fees as provided in Section 6.11 below, City shall issue building permits to Developer consistent with the Project Approvals and this Agreement, as they may be amended. In addition, upon application by Developer, City shall issue to Developer site clearance permits, rough and final grading permits, demolition permits, building permits, occupancy permits, and other permits required for grading operations consistent with this Agreement and the Project Approvals.

6.11. DIF Credits for Infrastructure Improvements. Developer may elect, in lieu of paying the applicable DIF amount for any portion of the Project, to construct such Infrastructure Improvements eligible for DIF credit in accordance with the terms and conditions of this Agreement. If Developer elects to construct any Infrastructure Improvements eligible for DIF – credit/reimbursement, City shall provide Developer, as an offset against said DIF Fees.

6.12. Development Timing. The Parties acknowledge and agree that the Project will be developed in phases. Developer shall not be required to initiate or complete development of any particular phase of the Project within any period of time. By entering into this Agreement, Developer shall not be obligated to build any structures, make any improvements or otherwise develop the Subject Property; provided, however, if Developer builds any structures, makes any improvements, or otherwise develops any phase of the Project, Developer must comply with all applicable terms of this Agreement with respect to such phase and only such phase, which shall include building any structures, making any improvements or otherwise developing the relevant portion of the Subject Property subject to such phase.

6.13. Fees, Conditions and Dedications. Developer shall make only those dedications, comply with only those conditions, and pay only those fees expressly prescribed in this Agreement and the Project Approvals.

6.14. Processing Fees. City may charge Developer processing fees for land use approvals, building permits as they relate to plumbing, mechanical, electric, fire code permits, or other similar permits and entitlements that are in force and effect on a City-wide basis at the time those permits are applied for, provided that such processing fees are consistent with this Agreement and State law, that the fees do not discriminate against Developer, and that the fees reflect actual costs to provide such processing services in accordance with State law. The Parties acknowledge that City may increase or decrease such processing fees after the Effective Date subject to the City's procedures, codes and policies, and State law.

6.15. Police Power; Taxing Power. City shall not impose or enact any additional conditions, exactions, dedications, fees or regulations, through the exercise of either the police power or the taxing power, whether by direct City action or initiative or referendum, related to the development of the Project which are not in existence at the time of the Approval Date and as expressly permitted by this Agreement. The conditions, exactions, dedications, fees or regulations applicable to the Project as provided in the Project Approvals, or as provided in this Agreement, shall not be subject to modification or renegotiation by City as a result of an amendment to any of the Project Approvals or of this Agreement, or as a result of the filing of any new subdivision map,

parcel map, Final Map or any re- subdivision of the Subject Property (including a merger or lot line adjustment or the creation of new lots); provided, however, that if the new map or re-subdivision of the properties increases the density of the Project, City may impose additional fees at the rates vested under this Agreement on the new units added by the new map or re-subdivision to address impacts of the additional density and to adjust for excess Credits given on earlier homes. This may result in a surcharge on subsequent development.

6.16. Design Review. To the extent that City has not previously approved final design details of a structure or improvement to be developed on the Subject Property as part of the Project, the City Design Review Committee shall consider and approve such design details prior to issuance of a building permit for such structure or improvement, provided that such design review shall be limited to those design guidelines listed in the Project Approval and such review shall be limited to consistency with those design guidelines in accordance with the provisions of the Project Approval for Committee review. All City actions in approving, denying, or modifying such design details must be reasonable and consistent with this Agreement, the Project Approvals and Applicable Law in effect as of the Approval Date. If City denies any design review for a structure or improvement that is part of the Subject Property, City will use its best efforts, within ten (10) days of such denial, to specify in writing the modifications which are required to obtain design review approval. Any such specified modifications must comply with this Agreement, the Project Approvals and the Applicable Law in effect as of the Approval Date, and City shall approve any design details, which are subsequently submitted for City review and which comply with such specified modifications. City and Developer shall, with due diligence and in good faith, cooperate to obtain and issue design review approvals, and shall cooperate to require modifications rather than denying design review applications whenever reasonably possible. Design review shall not include any right to review and/or approve any use and/or operation within the Subject Property.

6.17. Life of Subdivision Maps. Pursuant to Government Code Section 66452.6(a), the term of the Vesting Tentative Subdivision Map shall remain valid throughout the term of this Agreement.

6.18. Cooperation-Implementation.

(a) City Cooperation. Subject to Developer's compliance with procedural requirements of the Applicable Laws, upon application by Developer, City shall promptly commence and diligently proceed to complete all steps required or necessary for the implementation of this Agreement and the development by Developer of the Project in accordance with the Project Approvals, including, but not limited to, the following:

(i) Scheduling, convening and concluding all required public hearings consistent with Applicable Law and regulations in force as of the Approval Date.

(ii) Processing for approval, in an expeditious manner, all maps, improvement plans, design review, building plans and specifications and other plans relating to the development of the Subject Property filed by Developer, including, but not limited to, Final Maps, re-subdivisions, amendments to maps, subdivision improvement agreements, lot line adjustments, encroachments, grading and building permits, and related matters as necessary for the completion of the development of all lots and parcels comprising the Project.

(b) Developer Cooperation. Developer shall, in a timely manner, provide the City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder, and Developer shall use commercially reasonable efforts to cause its planners, engineers, and all other consultants to submit in a timely manner all required materials and documents. It is the express intent of the Parties to cooperatively and diligently work to implement any zoning, or other land use, grading or building permits or approvals that may be necessary or desirable in connection with the development of the Project in accordance with the Project Approvals. City agrees that it will accept from Developer for processing and review all complete development applications for development permits or other entitlements for the development of the Subject Property in accordance with this Agreement and Project Approvals.

(c) Other Governmental Permits and Fees. Developer shall use commercially reasonable efforts to apply in a timely manner for such other permits and approvals that may be required by other governmental or quasi-governmental agencies, including, without limitation, districts and special districts, school districts, flood control districts, storm drainage, sewer, and fire protection districts having jurisdiction over the Project in connection with the development of, or provision of services to, the Subject Property. City shall cooperate with Developer in its efforts to obtain such permits and approvals

(d) Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any third party or entity, to challenge this Agreement or any provision herein, the Parties agree to cooperate with each other in good faith to defend said lawsuit. City may elect to tender its own defense of any lawsuit filed by a third person or entity, as the case may be, to the extent the litigation seeks to over-turn or invalidate any approval held by or granted by City to Developer, and, in such event, Developer shall hold City harmless from and defend City from all costs and expenses incurred in the defense of such lawsuit, including but not limited to, attorneys' fees and expenses of litigation awarded to the prevailing party or parties in such litigation. Developer shall not settle any lawsuit on grounds which include, but are not limited to, non-monetary relief, without the consent of City. City shall act in good faith, and shall not unreasonably withhold, condition or delay consent to settle.

ARTICLE 7 CITY FINANCE DISTRICTS

7.01. City Maintenance and Public Services District.

(a) Consistent with the Project Approvals and Applicable Law, Developer shall create a Community Facilities District or annex the Subject Property into a Community Facilities District to provide funding for the items set forth in this paragraph. The Parties shall cooperate in good faith: (i) with respect to any residential portion of the Subject Property, to (a) annex such

residential portion into City's existing Community Facilities District and to maintain and repair streets including curbs, gutters, sidewalks, and maps; municipal utilities infrastructure, parks maintenance and electrical utility costs, storm drain facilities including manhole covers, catch basins, pipes, drains, and treatment of storm water run-off, landscaping, police services, fire and emergency services.

ARTICLE 8 DEFAULT, REMEDIES AND TERMINATION

8.01. General Provisions. In the event of default or breach of this Agreement or any of its terms and conditions, the Party alleging such default or breach shall provide written notice to the other Party through a Notice of Default, giving the breaching Party at least sixty (60) days to cure the alleged breach, unless the Parties extend such time by mutual written consent. The Notice of Default shall specify the nature of the alleged default, and, where appropriate, the manner and period of time in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 60-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. During any cure period, the Party charged shall not be considered in default for the purposes of terminating or instituting legal proceedings. If the default is cured, then no default shall exist, and the noticing Party shall take no further action. During said sixty (60) day period, the Parties agree to meet and confer and negotiate in good faith on at least two occasions in an attempt to resolve any such dispute. The City Manager shall be present and in charge on behalf of the City.

8.02. Option to Institute Legal Proceedings or to Terminate. After providing Notice of Default, expiration of the cure period, and the conclusion of the aforementioned negotiating sessions, the Party alleging default or breach, at its option, may institute legal or equitable proceedings to cure, correct or remedy any default under this Agreement, including, but not limited to, damages (subject to the limitations set forth in the following paragraph), mandamus, specific performance, injunctive relief, and declaratory judgment, determining that the Party alleging default is entitled to terminate this Agreement, or, alternatively, give notice to the Party allegedly in default of its intent to terminate this Agreement. In the event said notice of intent to terminate is given, said notice shall be served upon the party who allegedly is in default as provided in Section 4.9 of this Agreement. Following notice of intent to terminate, the matter shall then be scheduled for consideration and review by the City Council, within thirty (30) days, in the manner set forth in Government Code Section 65868.

Notwithstanding the foregoing, City shall only be liable for damages arising out of or related to any breach or alleged breach of this Agreement by City that: (i) violates any of Developer's vested rights set forth in Article 5 of this Agreement, including, without limitation, Developer's vested rights in and to the Project Approvals and Developer's vested rights relative to reimbursement for installing Infrastructure Improvement in accordance with this Agreement; (ii) violates any provision set forth in Article 6 of this Agreement, including, without limitation, Developer's vested rights to receive Credits; (iii) places a greater burden on Developer to construct or install any improvements other than the Infrastructure Improvements; or (iv) reduces the density or intensity, modifies the permitted uses for the Subject Property, or imposes greater burden on the Subject Property in violation of this Agreement, or, withholds available capacities for sewer, water, or any

other services required by City to develop the Subject Property consistent with this Agreement, the Conditions of Approval, and Project Approvals.

8.03. Notice of Termination. Following consideration of the evidence presented before the City Council, and findings, if any, made by the City Council, the Party alleging a default may, at its option, give written notice of termination of this Agreement to the other Party; provided, however, Developer may only give such notice of termination with respect to such portion of the Subject Property in which Developer owns an interest or with respect to which Developer is still obligated under this Agreement, and City may only give such notice with respect to the portion of the Subject Property in which the Party in default owns an interest or is responsible hereunder. Written notice of termination of this Agreement shall be effective immediately upon certified mailing to the Defaulting party.

8.04. No Waiver. Failure or delay in providing a Notice of Default pursuant to this Article shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by the other Party asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of such rights or remedies or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

8.05. Default by City. If City defaults on this Agreement, City agrees that Developer in no event shall be obligated to proceed with or complete the Project or any phase thereof and may exercise all rights and remedies provided herein or under Applicable Law. In the event of default by City, any resulting delays in Developer's performance shall not constitute grounds for the City to terminate or cancel this Agreement.

8.06. Extension of Time of Performance. Delayed performance by either Party shall not be deemed to be in default where such delay is due to war, inclement weather, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, epidemic, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting State or federal laws or regulations, litigation, or similar bases for excused performance. In the event of litigation involving this Agreement, the term of this Agreement shall be extended from the time the summons and complaint is served on City, until the judgment on the litigation is entered by the court and is final and not subject to appeal.

8.07. Institution of Legal Action. In addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein or to enjoin any threatened or attempted violation thereof, or to obtain any remedies consistent with the purpose of this Agreement.

8.08. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, and Applicable Law in effect as of the Approval Date.

8.09. Limitation of Damages. In no event shall either Party be entitled to punitive, special or consequential damages in the event of any breach of this Agreement. Developer's remedy as against City shall be limited to specific performance of the terms of this Agreement, plus court costs, and attorney's fees as provided herein.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.01. Rules of Construction. The singular includes the plural; “shall” is mandatory, and “may” is permissive.

9.02. Severability. The Parties agree that the provisions are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual, written consent of the Parties.

9.03. Entire Agreement, Waivers, Amendments. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiation or previous agreements between the Parties with respect to the development and buildout of the Project. To the extent there are conflicts or inconsistencies between this Agreement and any prior agreement, map approval, permit or conditions of approval, the provisions of this Agreement shall prevail. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City and Developer. All amendments, which are authorized in the manner provided by law, must be in writing, signed by the appropriate authorities of City and Developer, in a form suitable for recording by the Stanislaus County Clerk-Recorder. Any such amendments shall be promptly recorded.

9.04. Termination of Agreement. This Agreement shall terminate upon the expiration of the term as provided in Section 3.02. In addition, when any portion of the Subject Property has been fully developed and all of Developer's obligations in connection therewith are satisfied, as reasonably determined by the City, and all final inspections have been issued, this Agreement shall automatically terminate as to such portion of the Subject Property. Upon termination of this Development Agreement with respect to the entire Subject Property or any portion therein, as the case may be, and upon Developer's request, City shall record with the Stanislaus County Clerk-Recorder a notice evidencing such termination and completion of said development, in a form mutually satisfactory to Developer and the City Attorney, that the Agreement has been terminated with respect thereto.

9.05. Project is a Private Undertaking. It is specifically understood and agreed to by and between the Parties that: (1) each and every phase the Project is a private development; (2) City has no interests or responsibilities, or duty to third parties, concerning any improvements until such time and only until such time that City accepts any dedications or Infrastructure Improvements pursuant to the provisions of this Agreement or in connection with the Project Approvals; (3) Developer shall have full power over and exclusive control of the Subject Property, subject only to the limitations and obligations of Developer under this Agreement; and (4) Developer is not an agent of the City, and City is not an agent of Developer, and neither Party shall be considered to be in a joint-venture with the other Party. If any provision of this Agreement results in an obligation of either Party under state or federal law that is contrary to the intent of the Parties expressed herein, said provision shall be invalidated and severed from the Agreement and the rest of the Agreement shall remain in full force and effect.

9.06. Attorneys' Fees. Should any action or dispute arise concerning the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including, without limitation, attorneys' fees on any appeal, reasonable costs for investigating such actions, taking depositions and discovery, and all other necessary or appropriate costs incurred in the action.

9.07. Covenants Run With the Land. The provisions of this Agreement shall constitute covenants or servitudes which shall run with the land comprising the Subject Property and the burdens and benefits hereof shall bind and inure to the benefit of all estates and interests in the Project and the Subject Property, or any portion thereof, and all successors in interest, transferees or assignees to the parties hereto.

9.08. Mortgagee Protection. The mortgage lender for any mortgage or deed of trust that is secured by the Subject Property, or any portion thereof, who has come into possession and title to the Subject Property, or any portion thereof, pursuant to a foreclosure of a Mortgage, or deed in lieu of such foreclosure ("Mortgagee"), shall not be obligated under this Agreement to pay any fees or charges which are a liability of Developer of the lands within the Subject Property that are secured by Mortgagee, or to construct or complete improvements that are to be constructed by Developer under this Agreement, or to guarantee such construction or completion. Such Mortgagee shall otherwise be bound by all the terms and conditions of this Agreement which pertain to the Subject Property, or such portion thereof, in which it holds an interest. Any Mortgagee who comes into possession and title to the Subject Property, or any portion thereof, pursuant to foreclosure by any Mortgagee, or deed-in-lieu of such foreclosure, shall not be obligated to undertake any obligations of Developer, if said obligations remain undischarged as of the date that the Mortgagee comes into possession of the Subject Property, or any portion thereof that is subject to this Agreement. Such Mortgagee shall not be eligible to apply for, receive, or exercise any of the Project Approvals for development with respect to the Subject Property, or portion thereof, which it owns and which were vested in its predecessor in title prior to the time that the Mortgagee comes into possession, until the Mortgagee contractually assumes all of the obligations of its predecessor-in-title under this Agreement with respect to such property. If City receives notice from a Mortgagee requesting a copy of any Notice of Default given Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereof to Developer, any notice given to Developer with respect to any claim by City that Developer is in default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right (but not the obligation) for a period of sixty (60) days after the receipt of such notice from City to cure or remedy the alleged default, or to commence to cure or remedy the alleged default or areas of noncompliance set forth in the City's notice. If the default or such noncompliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee shall seek to obtain possession with diligence and continuity through a receiver or otherwise and shall thereafter remedy or cure the default or noncompliance within sixty (60) days after obtaining possession. If any such default or noncompliance cannot, with diligence, be remedied or cured within such sixty (60) day periods, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such Mortgagee commences the cure during such sixty (60) day periods, and thereafter diligently pursues completion of such cure to the

extent possible.

9.09. Estoppel Certificate. Developer may, and from time to time, deliver written notice to City requesting City to certify in writing that, to the best knowledge of City: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, or if so amended or modified, identifying the amendments or modifications; and (iii) Developer is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. City shall execute and return such certificate within fifteen (15) business days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Developer. Costs incurred by City in preparing any estoppel certificate requested by Developer shall be reimbursed by Developer.

9.10. No Third-Party Beneficiaries. This Agreement is made and entered into for the benefit of Developer and City and their successors and assigns. No other person or third party shall have any right of action based upon any provision in this Agreement.

9.11. Counterparts. This Agreement, and any and all amendments and supplements to this Agreement, may be executed in notarized counterparts, and each of the counterparts together shall be construed as one document.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date, as defined in Section____above, and as authorized by Ordinance No._____.

CITY	DEVELOPER
The City of Hughson, a California municipal corporation	Parkwood Hughson, LLC by; Dasco Development No. 1 LLC
By: _____ Jeramy Young, Mayor	By: _____
Date: _____	Date: _____
APPROVED AS TO FORM:	
By: _____ Daniel J. Schroeder, City Attorney	
ATTEST:	
By: _____ Aston Gose, City Clerk	

**EXHIBIT A-1
VICINITY MAP**

VICINITY MAP

N. T.S.

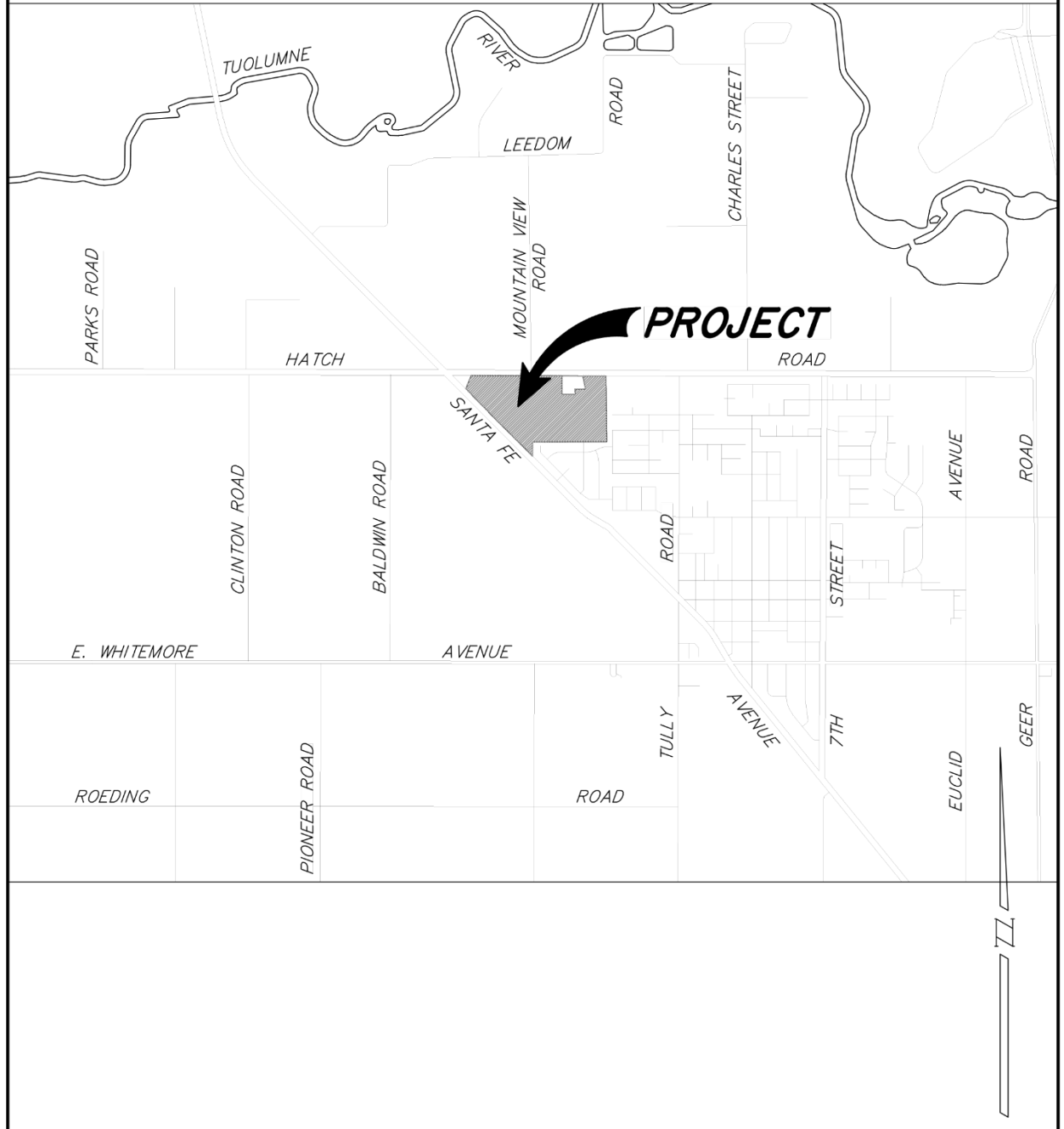


EXHIBIT A-2
LEGAL DESCRIPTION

**PROPERTY
LEGAL DESCRIPTION**

The following real property being a portion of the Northwest Quarter of Section 9, Township 4 South, Range 10 East, M.D.M., in the City of Hughson, County of Stanislaus, State of California, and more particularly described as follows:

BEGINNING at a 3/4" Iron Pipe tagged LS 7126, per Book 31 of Survey Maps, at Page 42, being on the South Right-of-Way of the Turlock Irrigation District Main Canal; Thence along said Right-of-Way of said Canal North 89°44'20" East a distance of 1605.34 feet to the Northwest corner of Parcel A, per Parcel Maps Book 26 Page 100; Thence leaving said Right-of-Way of said Canal, along the Westerly line of said Parcel A South 00°35'24" East a distance of 357.42 feet to the Southwest corner of said Parcel A; Thence along the Southerly line of said Parcel A North 89°31'03" East a distance of 232.47 to the Southeast corner of said Parcel A; Thence along the Easterly line of said Parcel A North 02°06'10" West a distance of 88.28 feet to the Southwest corner of the 1.00 acre parcel described in Document No. 2014-0051625-00 of Official Records, County of Stanislaus; Thence along the Southerly line of said 1.00 acre parcel North 89°44'20" East a distance of 183.64 to a point on the Easterly line of Parcel 2, per Parcel Maps Book 19 Page 78; Thence along said Easterly line of Parcel 2 North 11°10'58" West a distance of 273.23 feet to a point on the said Southerly Right-of-Way line of said canal; Thence along said Right-of-Way line North 89°44'20" East a distance of 419.09 feet to the Northeast corner of Parcel 3 per, Parcel Maps Book 19 Page 78; Thence leaving said Right-of-Way along the Easterly line of said Parcel 3 South 00°32'06" East a distance of 1197.68 to the Southeast corner of said Parcel 3; Thence along the Southerly line of said Parcel 3 also being the 1/4-1/4 Section Line South 89°47'25" West a distance of 1315.17 feet to the Southwest corner of Parcel B, per Parcel Maps Book 26 Page 100; Thence leaving said line 1/4-1/4 Section Line South 00°29'35" East a distance of 252.88 feet to a point on the Northeasterly Right-of-Way line of Santa Fe Avenue; Thence along said Right-of-Way North 45°17'49" West 1099.82 feet; Thence continuing along said Right-of-Way North 44°42'11" East a distance of 10.00 feet; Thence continuing along said Right-of-Way North 45°17'49" West 430.08 feet; Thence continuing along said Right-of-Way North 44°42'11" East a distance of 8.00 feet; Thence continuing along said Right-of-Way North 45°17'49" West a distance of 157.19 feet; Thence leaving said Right-of-Way North 22°16'26" East a distance of 264.62 feet to the **POINT OF BEGINNING**.

Said parcel containing 2,440,612 square feet, or 56.03 acres, more or less.

End of Description

EXHIBIT A-3
LEGAL DESCRIPTION EXHIBIT

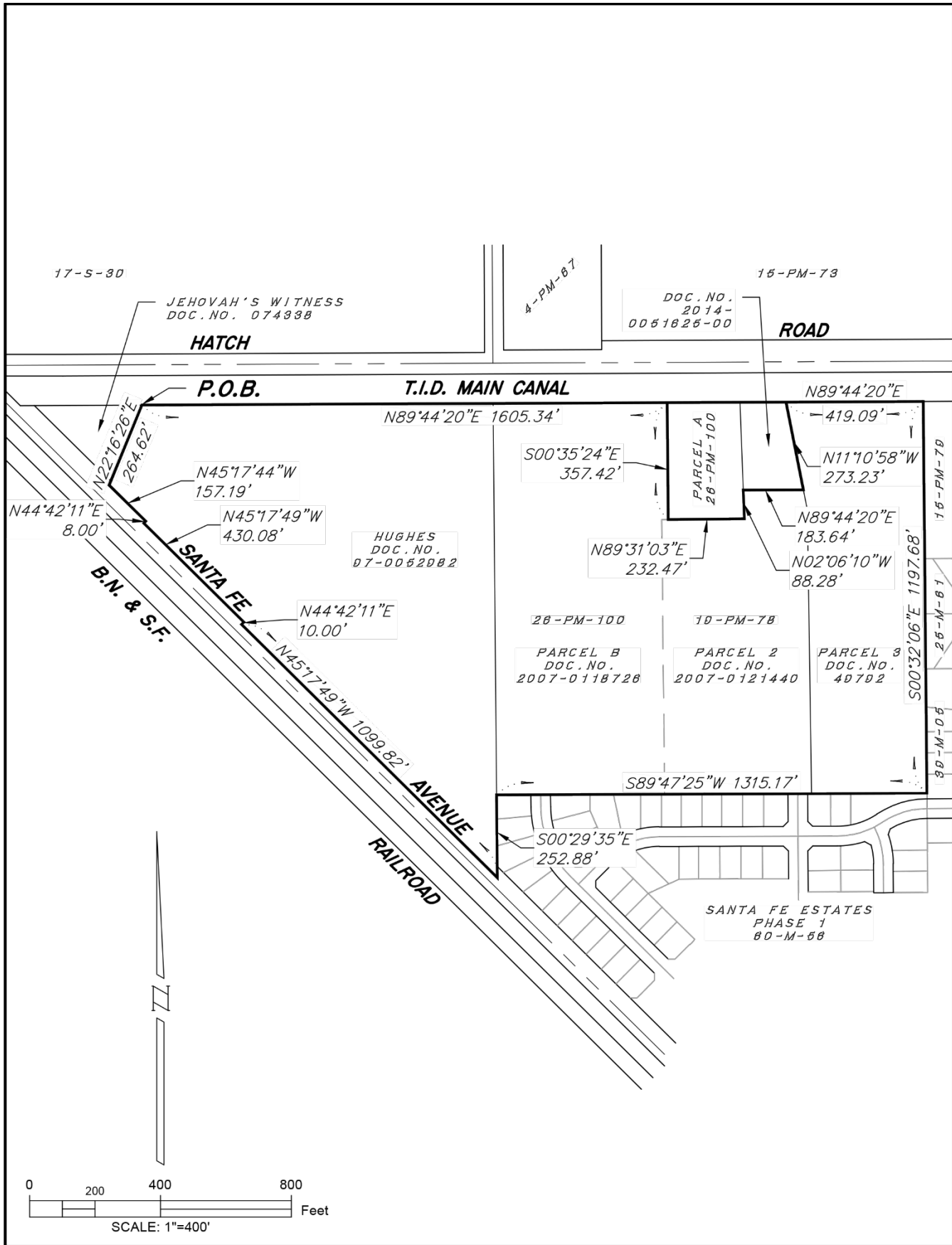


EXHIBIT B
DEVELOPMENT AGREEMENT ORDINANCE

EXHIBIT C
APPROVED ENTITLEMENTS

EXHIBIT C
Approved Entitlements and Subsequent Approvals

Developer's vested rights to develop the Subject Property shall be in accordance with the following approved entitlements:

1. This Agreement;
2. Parkwood Vesting Tentative Subdivision Map;
3. Conditions of Approval

Subsequent Approvals

The following approvals may be necessary to facilitate development of the subject property:

1. Parcel maps and final maps;
2. Minor and major grading permits, and encroachment permits;
3. Design review and;
4. Any other approval required to facilitate development consisted with approved entitlements.

As provided in this Agreement, City agrees to promptly process any other right, land use entitlement and approval necessary for completing the Project.

EXHIBIT D
ASSIGNMENT AND ASSUMPTION AGREEMENT

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

City of Hughson
P.O. Box 9
Hughson, CA 95326
Attention: City Clerk

Recording fees exempt (Gov. Code §§ 6103, 27383)

(Space above line for recorder's use only)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") shall be deemed effective as of _____, 20__ ("Effective Date"), by and between _____, a _____ ("Assignor") and _____, a _____ ("Subsequent Landowner").

RECITALS

A. Assignor has entered into a Development Agreement with the City of Hughson, dated _____, 20__ , which was recorded on _____, 20__ as Document No. _____ in Book , Page of the Official Records of Stanislaus County, California (the "Development Agreement").

B. Assignor has agreed to develop property pursuant to the Development Agreement, which is now proposed for assignment pursuant to this Agreement, and is more particularly described as _____, as set forth in more detail in the Legal Description attached and incorporated hereto as **Exhibit A** (the "Assigned Parcels").

C. Subsequent Landowner desires to assume [all of Assignor's rights, duties and obligations under the Agreement] [a portion of Assignor's rights, duties and obligations as set forth in this Agreement] with respect to the Assigned Parcels and Assignor seeks to be relieved of said assigned rights, duties and obligations in reference to the Assigned Parcels.

NOW, THEREFORE, Assignor and Subsequent Landowner hereby agree as follows:

A G R E E M E N T

1. Assignor hereby assigns, effective as of [the Effective Date or Assignor's conveyance of the Assigned Parcels to Subsequent Landowner], [all of] or [if only a portion of, describe] the rights, interests, burdens and obligations of Assignor under the Agreement with respect to the Assigned Parcels. Assignor retains all of the rights, interests, burdens and obligations under this Agreement with respect to all property other than the Assigned Parcels within the Subject Property owned by Assignor.

2. Subsequent Landowner hereby assumes all of the rights, interests, burdens and obligations of Assignor under this Agreement, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and to be subject to all the terms and conditions thereof, with respect to the Assigned Parcels. It is the express intention of both Assignor and Subsequent Landowner that, upon the Effective Date, Subsequent Landowner shall become substituted for Assignor as a "Developer" under the Development Agreement with respect to the Assigned Parcels. Assignor acknowledges that Assignor shall remain subject to the duties and obligations of the Development Agreement if Assignor retains any portion of the Subject Property subject to the Development Agreement.

3. All of the covenants, terms, and conditions of this Agreement and set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. Subsequent Landowner's address for all notices, as described in Section _____ of the Development Agreement, shall be as follows:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the above-referenced Effective Date.

ASSIGNOR:

_____, a

By: _____

Name: _____

Title: _____

SUBSEQUENT LANDOWNER:

_____, a

By: _____

Name: _____

Title: _____

APPROVED:

City Manager

EXHIBIT E
CONDITIONS OF APPROVAL/MITIGATION MONITORING &
REPORTING PROGRAM

**CONDITIONS OF APPROVAL
PARKWOOD DEVELOPMENT PROJECT**

1. **Acceptance of Conditions.** Applicant accepts these conditions and agrees to be bound by, to comply with all things required of or by the applicant pursuant to all of the terms, provisions, and conditions of this approval and all other approvals related to the Parkwood Development project.
2. **Implementation of Conditions.** The Project Proponent is responsible for ensuring that any contractor, subcontractor, employee, or agent of the Project Proponent is aware of and implements all measures set forth in these conditions.
3. **MMRP.** The project is subject to all conditions listed in the Mitigation Monitoring and Reporting Program. Project Proponent is responsible for ensuring that any contractor, subcontractor, employee, or agent of the Project Proponent is aware of and implements all measures set forth in these conditions.
4. **Conformance to Approved Map.** Development of the site shall conform to the approved Vesting Tentative Map File No. 20-01 plans entitled "Parkwood Vesting Tentative Map" dated July 12, 2020, on file with the Community Development Department with the exception of any subsequently approved changes.
5. **Expiration of Map.** This Vesting Tentative Map shall automatically expire 10 years from the date the Development Agreement becomes effective.
6. **Approval Agreement.** It is understood and agreed upon, that whenever approval of the City Engineer is required, whether by these Conditions, Improvement Plans, or otherwise, the approval of the Community Development Director and/or Building Official shall also be required.
7. **Indemnification.** Project Proponent shall defend indemnify, and hold harmless City and its elected and appointed representatives, officers, agents and employees against actions arising out of such personal injury, death, or property damage or destruction which is caused, or alleged to have been caused, by reason of Project Proponent's activities in connection with the project described in the map to which these conditions are attached ("Project"). Project Proponent further agrees to defend, indemnify and hold harmless City and its elected and appointed boards, commissions, representatives, officers, agents and employees from any and all claims, actions or proceedings brought against City or any of them to attach, set aside, void, or annul any approval of City or any of them concerning the Project which action, claim or proceeding is brought within the time limit specified in California Government Code section 66499.37, or the sufficiency of environmental review pursuant to CEQA.
 - a. The above-referenced indemnification and hold harmless requirement shall apply only if the City shall promptly notify the Project Proponent of any claim, action or proceeding, and cooperates fully in the defense of any such claim, action, or proceeding.

- b. The City does not, and shall not, waive any rights against Project Proponent which it may have by reason of the aforesaid hold harmless agreement, or because of the acceptance by City, or the deposit with City by Developer of any of the insurance policies described herein.
8. **Fees.** Ministerial fees, including without limitation, application, processing and inspection fees, Agreement shall apply to the Project provided that: (1) such fees, standards and specifications apply to all works within the City; (2) their application to the Project Site is prospective only as to applications for building and other development permits or approvals not yet accepted for processing; and (3) their application would not prevent development in accordance with these conditions. Notwithstanding any Project Approvals to the contrary, the City may charge, and Project Proponent shall pay all ministerial fees (for example, processing and inspection fees), collected at the building permit stage or other approval stage for subsequent site specific approvals, building permits and other similar permits which are in force and effect on a City-wide basis at the time application is submitted for such permits. Such ministerial fees do not include impact fees or other discretionary fees collected prior to the building permit stage or other approval stage.
9. **Payment timing.** Project Proponent shall pay to City, within thirty (30) days of submission of any invoice, detailing all the work done and costs charged to the City, costs incurred by City for services performed by City Attorney in drafting, negotiating, or in any other way connected with, this project, at the current rate charged, and by the City Engineer in reviewing and approving maps, improvement plans, or in any other way connected with, the Project, at the rate charged the City by the City Engineer.
10. **Fee Deposit.** Project Proponent shall reimburse the City for all engineering, inspection, legal, and administrative expenses, incurred or to be incurred by the City in connection with this development, including expenses incurred through the use of outside consultants and additional inspectors, where necessary. An account with the City for costs associated with the processing for the project will be established by Project Proponent. At the time of submission of the improvement plans for the project, the Project Proponent shall deposit funds sufficient to raise said account to the total of \$25,000. The City shall account to Project Proponent for all expenses for which reimbursement is claimed, providing copies of all back-up materials in a timely manner, and shall return any portion of said deposit in excess of the actual amount of expenses incurred. If, in the judgment of the City Manager, it appears that the amount deposited shall not be sufficient to cover all expenses, Project Proponent shall, within 15 days after written request from City, make an additional deposit of funds in an amount determined by the City Manager to be sufficient to make up the deficiency. At no time after submission of improvement plans shall the balance of the deposit fund be less than \$5,000. The need for the maintenance of this account shall cease upon; 1) compliance with all tentative map conditions, 2) compliance

with all of the provisions of subdivision improvement agreements for the project, 3) compliance with all mitigation measures set forth in the mitigation monitoring plan, 4) acceptance of the subdivision, and 5) 90 days after completion of construction, all final inspections and final acceptance by the city of all improvements.

11. **Notice of Determination (NOD).** Prior to issuance of a Notice of Determination, the appropriate filing fee, made payable to the "Stanislaus County Clerk/Recorder", shall be verified as received by the Planning Department. Payment is required within two days of City Council approval. Should the finding of a NOD be found invalid for any reason, the applicant will be responsible for Resource Agency fee.
12. **Park Amenities.** The Project Proponent shall provide the park amenities as described in Exhibit I of the Development Agreement and further described in Article 6, Section 6.05 of the Development Agreement. Any substituted park amenity must be approved by the Community Development Director prior to Final Map approval.
13. **Mailboxes.** The Project Proponent shall prepare and submit a design for the installation of mail drop-off boxes within the subdivision and submit the same to the Postmaster for initial approval. The approved plan shall thereafter be submitted to the City for review and approval. Project Proponent shall confer with the local US Postal Service authorities to determine locations of cluster mailboxes. If clustering or special locations are specified, easements or other mapped provisions shall be provided in the final map to the satisfaction of the US Postal Service and Community Development Director. If clustering is not specified, Project Proponent shall provide written evidence from the US Postal Service of the exemption. Project Proponent shall provide the concrete foundation for the cluster boxes at the approved locations.
14. **Conformance to Tentative Map.** Prior to recordation of a final subdivision map, the Project Proponent shall obtain certification from the Community Development Director that the landscaping and irrigation system generally conforms to City standards and the approved Tentative Map, and that all required conditions have been met.
15. **Final Map.** Applicant shall submit the final map application with the improvement plans for the phase which development is proposed. Said improvement plans and final map shall meet all City standards and submittal requirements except as expressly approved for this Planned Development and Development Agreement.
16. **Changes to Site Plan.** Any major alteration to the site plan not in substantial conformance to the approved Tentative Subdivision Map will require approval by the Planning Commission and City Council. At that time an Amendment to the Development Agreement may be required.
17. **Design Review.** The project will be subject to the City's Design Review process. If this project is phased and different builders construct different phases of the project,

those individual builders will be subject to Design Review for conformance of their phase to the original project design and previously approved housing design if the original review did not include all 299 homes. Those conditions which are imposed or agreed to in the design review process shall survive the final map in the sense that the project proponent shall insure that any purchaser of any lot or lots receives a copy of these conditions of approval and of any conditions imposed or agreed to in the design review process and proof of such receipt shall be given to the City and any such purchaser of any lot or lots understands by this reference that no building permit will be issued for that lot or lots unless the conditions imposed or agreed to in the design review process are complied with by the actual builder. If construction has not begun five (5) years after the Design Review process for the entire project, or for an individual phase, the builder will be required to go through the Design Review process again to establish conformance with the originally approved design or any subsequent design reviewed phase.

- a. **Floor plans and Elevations.** For subdivisions with over 100 units, four floor plans and four elevations will be required. For subdivisions 99 or fewer units, three floor plans with three elevations will be required.
- b. **Colors and Materials.** A final color and materials board shall be submitted as part of the Design Review Process and approved by the Hughson Planning Commission. No changes to colors shall be made after construction unless approved by the Community Development Director.
- c. Unless indicated otherwise, the design for development shall comply with the following:
 - i. All improvements shall be designed and constructed in accordance with the City of Hughson Improvement Standards and Specifications and Municipal Code where applicable, unless otherwise approved/permitted by this Planned Development.
 - ii. All construction shall meet the California Building Code (CBC) and all applicable City of Hughson Building Codes and amendments, including Green Building standards.
 - iii. Design and construction of all pertinent life safety and fire protection systems shall meet the California Fire Code and all applicable City of Hughson Fire Codes and amendments.
 - iv. A detailed Stormwater Treatment Plan and supporting documents, following City ordinances and conforming to Regional Water Quality Control Board's Staff recommendations for new development will be required.

18. **Community Facilities District Annexation.** The Project shall be required to annex into the existing Community Facilities District (CFD). The CFD shall include maintenance and operation of all public amenities of benefit to the future residents of the project site. The homes shall be annexed into the CFD and placed on the County Tax Roll after the final map is approved by Council. The Project Proponent shall provide written notice to the homebuyers, satisfactory to the City Attorney, that they are part of a Community Facilities District.

19. **Signage.** All signage shall conform to the City Sign Ordinance regarding size, design, and location. All signs shall be reviewed, approved, and a sign permit obtained prior to installation.
20. **Phasing Plan.** A project phasing plan, which shall include the phasing of subdivision construction, subdivision improvements, common area, exterior improvements and housing units shall be approved by the Community Development Director and the City Engineer prior to the issuance of the first building permit.
21. **Impact Fees.** Project Proponent shall pay an applicable development fee per dwelling unit in accordance with the Development Agreement.
22. **Address Numbers.** Internally illuminated address numbers shall be installed on all residences to be easily readable from the public street for emergency services, consistent with Fire Department requirements. In addition, internal illuminated address numbers shall be installed on the exterior of all garages facing alleyways to allow for property identification from the rear alley.
23. **Trucking Route.** Prior to commencement of any grading or other subdivision improvements the Project Proponent shall provide proposed trucking routes for all equipment and material deliveries. Damage to any public improvements, on or off site caused by construction operations, during construction on the subject property shall be repaired to the satisfaction of the City Engineer at full expense to the Project Proponent. This shall include slurry seal, overlay, or street reconstruction if deemed warranted by the City Engineer.
24. **Improvements.** Pursuant to the Development Agreement (hereinafter referred to as "Agreement"), the Subdivider shall, before approval and recording of the Final Map, improve or agree to improve all land within the area proposed for development for public or private streets, alleys, pedestrian ways and easements to the satisfaction of the Community Development Director.
25. **Warranty Bonds.** The developer/Contractor shall furnish the City with a warranty bond in the amount of 10% of the improvement costs to guarantee such Public Improvements for a period of one year following the completion by Developer/Contractor and filing of the Notice of Completion by City against any defective work or labor done, or defective materials furnished, or adverse effect to any portion of adjacent properties in the construction of the public Improvements. Developer/Contractor agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements within one year of acceptance thereof, and to incur all expenses of such repairs that exceed the 10% bond. Insurance shall be provided.

26. **Installation of Improvements.** Project Proponent/Contractor shall install all improvements and perform all work required for this Project in accordance with established City Standards or as approved by the City's Engineer. Plans for all improvements, including, but not limited to, storm drainage, water and sewer main sizes, either on-site or off-site, shall be in accordance with City Specifications and shall be approved by the City Engineer unless otherwise amended by the Planned Development approvals.
27. **Easement Dedications.** Unless otherwise stated, all necessary easements shall be dedicated, and all improvements shall be designed and installed, at no cost to the City of Hughson.
28. **Easements.** Project Proponent shall obtain, at Project Proponent's sole expense, any and all easements or real property which may be required for the development of the Project, and which may be necessary and required in order for Project Proponent to comply with these Conditions of Approval, and the applicable ordinances and resolutions of the City. All engineering design, including, but not limited to, storm sewers and appurtenances, sanitary sewers and appurtenances, streets including, but not limited to, geometrics, sight distances, lighting and sound walls, water systems and appurtenances, signing and striping, landscaping and appurtenances, shall be supported by applicable engineering studies/calculations, as required by the City Engineer.
29. **Public Use Easements.** Subdivider shall dedicate on the final map for public use easements for public utilities, streets, pedestrian ways, sanitary sewers, drainage, flood control channels, water systems and slope easements in and upon all areas within the subdivision shown on the Tentative Map for the subdivision to be devoted to such purposes.
30. **Conformance with Municipal Code.** No part of this approval shall be construed to permit a violation of any part of the Hughson Municipal Code. Unless otherwise amended by the development agreement or the planned development.
31. **Other Agency Approvals.** The Project Proponent shall be responsible for obtaining any and all permits and approvals from public agencies whose jurisdiction the project may fall under including, but not limited to, Caltrans, the Regional Water Quality Control Board, the California Department of Fish and Game, the U.S. Army Corps of Engineers, the Stanislaus County Water Resources Agency and the City of Hughson.
32. **Maintenance of Improvements.** All improvements shall allow for continuous maintenance access. Maintenance access measures shall include, but not be limited to, an all weather access ramp to and around the sides of the retention pond for maintenance vehicle access.

33. **Construction Hours.** All site improvements and all contractors involved in site improvements, building construction, and house construction activities shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, and 8:00 a.m. to 6 p.m. on Saturday, and 9:00 a.m. to 6:00 p.m. on Sunday. All construction equipment must meet Department of Motor Vehicles (DMV) noise standards and shall be equipped with muffling devices.
- a. The Community Development Director may allow earlier “start-times” for specific building construction activities, e.g., concrete-foundation/floor-pouring, if it can be demonstrated to the satisfaction of the Planning Director that the construction and construction traffic noise can be mitigated.
34. **Grading Drainage and Stormwater.**
- a. **Grading Permit.** A grading permit shall be required prior to mass grading for the project, and include Best Management Practices for erosion and dust control, and immediate revegetation of the site as needed for erosion control. Erosion controls shall be utilized to prevent dirt from lots going into street rights-of-ways and into drainage systems. If the project proposes to have more than 10,000 cubic yards of cut material from the project site, a haul route permit shall be required.
 - b. **Grading and Drainage Plan.** The Project Proponent shall submit a final grading and drainage plan prepared by a licensed civil engineer depicting design for the line, grade, on- and off-site drainage control measures, structural sections for the streets and all public improvements serving the development, including land use, infrastructure, circulation and streetscapes, public/park facilities, landscaping and trails, design expectations and environmental mitigation components. This plan shall be subject to the review and approval of the City Engineer, and all lot grades shall conform to the approved grading plan, with written certification by a civil engineer or geotechnical engineer required to assure compliance with all grading plans prior to the issuance of any building permits, and shall be subject to the following:
 - i. All lots shall drain toward the street.-
 - ii. All required structures such as walls, fences, and drainage facilities, shall be shown on the plan.
 - iii. Developed land must be at least six inches higher than adjoining irrigated lands.
 - c. **Retaining Walls.** Any grade differential that will be created between new lots or adjacent existing developed lots outside the property shall be supported by engineering documentation subject to approval of by the City Engineer.
 - d. **Record Grading Plans.** Prior to the issuance of any building permits, lot grades shall conform to the approved grading plan. Written certification by a civil engineer or geotechnical engineer will be required to assure compliance with all grading plans. Including the following:

- i. The Project Proponent shall submit record grading plans showing:
 - 1. The elevation of all four (4) corners of the lot as well as the center of the lot;
 - 2. All top and toe of slope elevations, and
 - 3. The top and bottom of all retaining wall elevations.
 - 4. Plan will show grading in relation to all adjacent lots, parcels and developments.
- e. **Geotechnical.**
 - i. A licensed soil engineer shall certify that pad compactions off all lots containing fill have been completed to the satisfaction of the City Engineer.
 - ii. A Geotechnical investigation shall be submitted to the City Engineer.
 - iii. The minimum soils sampling and testing frequency shall conform to Chapter 8 of the Caltrans Construction Manual. The applicant shall require the soils engineer to daily submit all testing and sampling and reports to the City Engineer.
 - iv. A qualified professional geotechnical engineer shall perform on-site monitoring of all grading and excavation activities on the project site. Evidence of an agreement with a geotechnical engineer shall be submitted for review and approval of the Community Development Director and City Engineer prior to commencement of any grading activities or any underground work. The geotechnical engineer shall submit evidence that grading and excavation were performed consistent with the recommendations of the geotechnical investigation. Evidence shall be submitted prior to issuance of building permits for each individual lot.
- f. **Stormwater Design.** A detailed hydrology/drainage study shall be completed by the project proponent, and shall provide for a design for a positive drainage system via on- site detention basin within the proposed park/basin facility subject to approval by the City Engineer. The locations and design of storm drains shall meet the City's standard design and be approved by the City Engineer.
 - i. Storm drain pipes in streets and courts alleys shall be a minimum of twelve inches in diameter with a minimum cover of three feet over the pipe unless otherwise approved by the City Engineer.
 - ii. The project shall not block runoff from adjacent properties. The drainage area map developed for the project hydrology design shall clearly indicate all areas tributary to the project area.
 - iii. All storm drain inlets must be labeled "No Dumping - Drains to River," using City-approved methods.

35. Storm Water Quality Requirements. The following materials related to the Storm water quality treatment facility requirements shall be submitted with improvement plans and/or grading permit application:

- a. A Stormwater Treatment Measures Maintenance Agreement shall be submitted to Community Development Department for review and approval. Once approved, the Maintenance Agreement shall be recorded with the Stanislaus County Recorder's Office to ensure that the maintenance is bound to the property in perpetuity.
- b. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted with a design to reduce discharge of pollutants and sediments into the downstream storm drain system. The plan shall meet the approval of the City Engineer. The certification page of the SWPPP shall be signed by a Qualified SWPPP Developer (QSD) person who prepared the report.
- c. Before commencing any grading or construction activities at the project site, the developer shall obtain a National Pollutant Discharge Elimination System (NPDES) permit and provide evidence of filing of a Notice of Intent (NOI) with the State Water Resources Control Board.
- d. The project plans shall include the storm drain design in compliance with post- construction stormwater requirements to provide treatment of the stormwater according to the National Pollutant Discharge Elimination System (NPDES) permit's numeric criteria. The design shall comply with the C.3 established thresholds and shall incorporate measures to minimize pollutants to the maximum extent practicable (MEP).

36. Sewer System. Project Proponent is responsible for constructing all on-site sanitary sewer facilities and the connection to the existing sewer mains in Flora Vista and Estancia Drives. All sanitary sewer improvement necessary to serve the project shall be complete and in place and accepted by the City prior to use of the sanitary sewer system.

- a. All public sewer mains and appurtenances shall be constructed in accordance to the City's Improvement Standards and Specifications and the Sewer Master Plan.
- b. The on-site sanitary sewer system shall have minimum 8-inch public mains, designed with a manhole at all angle points and ending with a manhole. The sewer main design and location shall meet the approval of the City Engineer.
- c. Each residential unit shall have an individual sanitary sewer lateral. The sewer laterals shall have cleanouts and be constructed per City Standards.
- d. Project Proponent shall cause to be placed terminal manholes in courts and knuckles.
- e. 6 inch public sewer mains may be proposed in the Courts subject to approval by the City Engineer.

37. Water System. Water service is available from the City of Hughson and is subject to standard conditions and fees as shown in the Development Agreement.

- a. The City is implementing a wireless, cloud-based water usage tracking system. All conforming water meters will need to be purchased by the

developer and installed according to City instructions. The specific meters will be dictated by the City's current program.

- b. Project Proponent shall install two water sampling stations. Such stations shall be constructed to plans approved by the City Engineer.
- c. Irrigation lines, canals, or rights-of way are to be abandoned in accordance with Turlock Irrigation District standards. Since this parcel will no longer irrigate, the Project Proponent, at the Project Proponent's expense, shall obtain an agreement with the Turlock Irrigation District to abandon use of any irrigation facilities. This must be requested and signed by the holders of title before final map approval. The Turlock Irrigation District will require two copies of detailed improvement plans for further review and comment. The Project Proponent shall also enter into an Irrigation Improvement Agreement with the Turlock Irrigation District for any work to remove existing irrigation facilities or to construct new irrigation facilities.
- d. The development's water mains shall be public, owned and maintained by the City. The subdivision shall have a looped design water system. For this planned development, the developer will install clusters of water services at the head of each court to minimize the greatest extent the length of dead-end water lines.
- e. Where a public water main is in an unpaved easement or under decorative paving, the water main shall be constructed of Ductile Iron or an approved equal pipe satisfactory to the City Engineer. Shut-off valves are required where a water main transitions from a paved area to an unpaved easement. This requirement does not apply to landscape irrigation facilities within the open space and parks.
- f. All public water mains shall be constructed in accordance with the City's Improvement Standards and Specifications.
- g. Water mains and services, including the meters must be located at least 10 feet horizontally from and one-foot vertically above any parallel pipeline conveying untreated sewage (including sanitary sewer laterals), and at least four feet from and one foot vertically above any parallel pipeline conveying storm drainage, per the current California Waterworks Standards, Title 22, Chapter 16, Section 64572. The minimum horizontal separation distances can be reduced by using higher grade piping materials with the City's approval.
- h. All water services from existing water mains shall be installed by City Water Distribution Personnel at the applicant/developer's expense. This includes relocating existing services and water main tie-ins. The developer may only construct new services in conjunction with the construction of new water mains.
- i. Only Water Distribution Personnel shall perform operation of valves on the Hughson Water System.
- j. Each dwelling unit shall have an individual water meter.

- k. Water meters shall be located a minimum of two feet from the top of driveway flare as per City Standards unless otherwise approved by the City Engineer.

38. Utilities Undergrounding. All new utilities must be undergrounded. All services to dwellings shall be undergrounded and installed in accordance with all utility providers, including their highest and best service (i.e. fiber optic network, etc.). Underground utility plans must be submitted for City approval prior to installation.

39. Public Streets. Any dedications, offers of dedication, or grants of easements may be dedicated and accepted on the face of the map. Agreements or other required items shall be recorded as separate documents concurrently with recordation of the Final Parcel Map. Improvements for public streets shall incorporate the following:

- a. The design and locations of street approaches including pedestrian ramps shall be approved by the City Engineer. Pedestrian ramps shall be installed at all street intersections or as required by the City Engineer.
- b. The street design shall utilize standard curb and gutter. The street sections shall be constructed to Caltrans H-20 loading requirements and City of Hughson public street standards; (unless otherwise approved by this planned development) including sections of decorative pavement. Curb returns and bulb outs shall be designed to facilitate street sweeping.
- c. The proposed decorative paving shall be enhanced with at least ten feet of raised decorative paving (e.g., interlocking pavers or stamped colored concrete, or bands of decorative paving, etc.). The Community Development Director shall approve the material, color and design, and the City Engineer shall approve the pavement section for the decorative paving. Decorative pavements shall be constructed to Caltrans H-20 requirements.
- d. Upon any necessary repairs to the public facilities under the on-site decorative paved areas, the City shall not be responsible for the replacement cost of the decorative paving. The replacement cost shall be borne by the homeowners' association / CFD established to maintain the common areas within the subdivision boundary.
- e. All street improvements shall conform with the requirements of the Americans with Disabilities Act, including the placement of sidewalk at the rear of the driveway at all driveway locations and adjacent to the back of curb at all non-driveway locations as applicable.

40. Landscape

- a. **Landscape Plans.** Prior to the approval of improvement plans or issuance of the first building permit, detailed landscape and irrigation plans shall be reviewed and approved by the City and shall be a part of approved improvement plans and the building permit submittal. The plans shall be prepared by a licensed landscape architect on an accurately surveyed base

plan and shall comply with the City's Low Impact Development manual and Municipal Codes.

- i. Landscaping shall be designed with efficient irrigation to reduce runoff, promote surface infiltration, and minimize the use of fertilizers and pesticides that can contribute to stormwater pollution. Where feasible, as determined by the City Engineer, landscaping should be designed and operated to treat stormwater runoff.
- ii. Locations and layout of all underground utilities lines, boxes and vaults shall be provided as base information on planting plans to minimize conflict with tree planting.
- iii. One twenty-four-inch box tree shall be planted in every front yard. All trees shall be planted twenty feet from a corner, a minimum of five feet away from any underground city utilities, a minimum of fifteen feet from a light pole, or as otherwise specified by the city. Root barrier shall be provided for all trees that are located within seven feet of paved edges or structure. Trees shall be planted according to the City Standard Detail.
- iv. A landscape area shall be provided around bio-treatment areas located adjacent to hardscape areas such as curbs, sidewalks, walkways and structures. The City will require a matched precipitation rotator type irrigation system on a separate valve for the stormwater treatment area irrigation or an approved equal design subject to approval by the Community Development Director. All spray irrigation systems shall be set back twenty-four inches from all impervious hardscape edges such as curbs, sidewalks, walkways and structures, unless otherwise approved by the City Engineer.
- v. Utility boxes and vaults, light fixtures and fire hydrants shall have minimum five feet of clearance from the edge of Stormwater Treatment areas unless otherwise approved by the Community Development.
- vi. Landscape areas may be used to comply with the Stormwater Treatment requirements; however, all tree planting requirements shall apply. A wider landscape area may be provided if necessary to accommodate both bio-treatment and tree planting.
 1. A hose bib shall be provided within each private yard.
 2. Safety site lighting shall be provided along private driveways. Site lighting shall not be located to prohibit tree planting required by Zoning Ordinance.
 3. The minimum dimension for all planting areas should be four feet, including tree wells in parking lots or sidewalks measured from back of curb/paving unless otherwise approved by the City Engineer.
- vii. All front yards of all lots shall be landscaped at the time of construction and shall utilize landscaping as approved by the City

Engineer, Community Development Director, and the Design Review Committee.

- viii. The Project Proponent shall provide root control barriers and four inch (4") perforated pipes for parking lot trees, street trees, and trees in planting areas less than ten feet (10' 0") in width, as determined necessary by the Planning Director and the Design Review Committee at the time of review of the final landscape plans.

b. **Development Agreement.** The applicant shall install the landscaping infrastructure noted in section 6.05 of the Development agreement and described below:

- i. A 25' wide landscape buffer along Santa Fe Avenue.
- ii. Installation of a class 1 bike trail along the TID Ceres main canal.
- iii. An open space lot containing approximately 6,500 S.F. (0.15AC) is proposed for dedication that will include enhanced landscaping and monumentation along the Santa Fe Avenue corridor at the project entrance.

38. **Tree Planting Plan.** The project shall provide a minimum of 560 trees throughout the fully developed project site. The planting of these trees shall satisfy Mitigation Measure BIO-3 that is incorporated to address Section 17.03.092(E) of the Hughson Municipal Code.

39. **Electrical:**

- a. Lighting for the subdivision shall be shown on the public improvement plans.
- b. Provide appropriate clearance for electrical equipment from driveways.
- c. Provide clearance for electroliers from overhead utilities and request clearance from utility companies. Clearance from electrolier(s) must provide a minimum of 10' from high voltage lines; 3' from secondary voltage lines; and 1' from communication lines.

40. **Multiple Final Maps.** Multiple Final Maps may be filed for this subdivision if each and all of the following conditions are met with each Final Map:

- a. All fees associated with development and a part of this approval shall be apportioned and paid for each portion of this subdivision for which a Final Map is being filed.
- b. All public streets on which each Final Map has frontage are improved or bonded to be improved to the satisfaction of the Community Development Director.
- c. All grading, drainage and easements for drainage, adequate to protect each lot for which a Final Map is requested, and surrounding parcels, which could be impacted by such design or lack of design, shall be guaranteed to the satisfaction of the City Engineer.
- d. Any and all off-site improvements necessary for mitigation of impacts brought about by this project shall be apportioned to the degree possible to guarantee adequate mitigation.

41. Fire Protection

- a. **All Weather Roads.** An all-weather surface road, suitable to the Hughson Fire Protection District, adequate for interim emergency vehicle access shall be provided to the project. Interim emergency vehicle access shall be in place prior to placement of construction materials, or beginning construction of structures on the site. Project Proponent shall acquire a permanent emergency vehicle access which shall be dedicated to the City by the property owner, prior to any occupancy.
- b. **Curbs.** All curbs located within a seven feet, six inch (7' 6") radius of a public/private fire hydrant shall be painted red, unless, modified by the Fire Chief. Blue street "hydrant markers" shall be installed for all fire hydrants per City Standard Specifications.
- c. **Fire Lanes.** All public and private streets, driveways, aisles, and alleys designated as fire lanes by the Fire Chief shall be maintained in accordance with Articles 9 and 10 of the Uniform Fire Code which permits towing vehicles illegally parked on the fire lanes. Fire lane curbs shall be painted red with "No Parking, Fire Lane, Tow Away Zone" or "No Parking, Fire Lane, Tow Away Zone" signs shall be installed as required by the Vehicle Code.

42. **Solid Waste Management.** The Project Proponent shall submit a waste management plan to the Building Department prior to issuance of building permits. The plan shall include the estimated composition and quantities of waste to be generated and how the Project Proponent intends to recycle at least 50% (fifty percent) of the total job site construction and demolition waste measured by weight or volume. Proof of compliance shall be provided to the Chief Building Official prior to the issuance of a final building permit. During demolition and construction, the Project Proponent shall mark all trash disposal bins "trash materials only" and all recycling bins "recycling materials only". The Project Proponent shall contact Waste Management for the disposal of all waste from the site.

43. Construction

- a. **Hazardous Waste.** During construction, hazardous materials used and hazardous waste generated shall be properly managed and disposed.
- b. **Hazardous Material.** The City shall be notified immediately if hazardous materials or associated structures are discovered during demolition or during grading. These shall include, but shall not be limited to, actual/suspected hazardous materials, underground tanks, or other vessels that contain or may have contained hazardous materials.
- c. **Insurance.** Before commencing work pursuant to any City-approved permit or other entitlement relating to the Project, Project Proponent/Contractor shall obtain the insurance and receive the approval of the City Manager or his designee as to form, amount and carrier. Project Proponent/Contractor shall furnish City satisfactory evidence of the insurance and shall maintain

the insurance until completion of the project. Project Proponent/Contractor shall also provide evidence that the carrier is required to give the City at least ten (10) days' prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall name the City as an additional insured and extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to the Project Proponent and each contractor and subcontractor performing work on the Project.

- i. **Worker's Compensation Insurance:** Project Proponent/Contractor shall maintain workers' compensation insurance for all persons employed at Project Site and provide proof of insurance every six months. Project Proponent shall require each contractor and subcontractor similarly to provide workers' compensation insurance for their respective employees. Project Proponent/Contractor agrees to indemnify the City for damage resulting from Project Proponent's failure to take out and maintain such insurance.
- ii. **Public Liability and Property Damage Insurance:** Project Proponent/Contractor shall maintain public liability insurance in an amount not less than \$1,000,000.00 for each injury (including death) to any one person and subject to the same limit of any one occurrence and provide proof to the City every six months.

44. **Monument Replacement.** Project Proponent shall replace, or have replaced, or repair or have repaired, as the case may be, all existing monuments shown on the Map which have been destroyed or damaged by project construction, and Project Proponent shall replace or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or by any public or private corporation, or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction and subject to the approval of the City Engineer. Project Proponent shall provide such monumentation as may be required by City Engineer, in accordance with accepted standards.

45. **State Law.** Developer shall conform to and abide by all applicable California State Laws pertaining to construction of public improvements.

46. **Traffic Control.** Project Proponent/Contractor shall, at Project Proponents/Contractor expense, and under City's direction, provide for traffic control, during construction, so as to minimize the impact on residents surrounding or adjacent to the Project. The Project Proponent/Contractor agrees that, during any construction within or as a part of the overall Project, all existing roadways as of the date of approval of this vesting tentative subdivision map shall, at all times, remain

passable to a minimum of two lanes of traffic, one in each direction, or an acceptable detour approved by City. Project Proponent/Contractor further agrees that if, at any time, City shall determine that there are not sufficient acceptable traffic lanes or acceptable detour which are passable, that all construction by Project Proponent/Contractor shall immediately cease upon written demand therefore, by City. Traffic Control Plan is required to be submitted for approval by the City Engineer showing how the construction of the entrance to the subdivision off of Santa Fe Avenue will be staged.

47. **Archaeological Material.** If archeological materials are uncovered during project implementation, grading, trenching, or other on-site excavation, all work on site shall be stopped and the City immediately notified. The county coroner and the Native American Heritage Commission shall also be notified and procedures followed as required by the California Environmental Quality Act (CEQA) and California law. A similar note shall appear on the improvement plans.

48. **Prior to Construction Completion/Issuance of Certificate of Occupancy**

- a. **Final Inspection.** Final inspection by the Building Department is required prior to issuance of certificate of occupancy.
- b. **Street Lights.** All lighting on a given street will be fully operational prior to any occupancy being granted on that street.
- c. **Mylar Drawings.** Prior to final acceptance, Project Proponent shall file with the City of Hughson one set of reproducible mylar "record drawings", two sets of "record drawings", and one electronic version. Said drawings shall meet all requirements of Section 66434 of Subdivision Map Act. Said set of drawings shall contain a copy of sheets with construction changes made or an indication that no changes were made and shall be submitted for approval by the City Engineer.
- d. **Inspection of Public Improvements.** The City Engineer or other authorized representative of the City shall inspect all of the Public Improvements to see that they comply with City subdivision regulations including, but not limited to, these Conditions of Approval, Standard Specifications and Design Expectation Guidelines. The Project Proponent hereby grants access to the Project and Project Site for inspection purposes and agrees to notify City Engineer at least 48 hours in advance of required inspection. Project Proponent shall pay to City the actual cost to City for all inspection, and other services furnished by City in connection with the Project by paying Plan Check and Inspection fees, and shall also reimburse City for the actual cost charged to City by City Engineer for all services performed in accordance with these Conditions, such charges to be at the normal rate charged the City by the City Engineer. However, all costs in soil testing, concrete testing and compaction testing will be the responsibility of the Project Proponent/Contractor. Plan check and inspection fees will be based on the approved engineer's estimate.

- e. **Deviation from Plans.** If the Project Proponent/Contractor deviates from the approved improvement drawings, specifications or standards, or shall construct any Public Improvements in such a manner so as to, in the opinion of the City Engineer, endanger the public safety, the City may cause the necessary corrections to be made without notice. In the event such deviations do not, in the opinion of the City Engineer, endanger the public safety, the City Engineer may give the Project Proponent/Contractor written notice of such deviations, and the Project Proponent shall correct the deviation in the time prescribed by the City Engineer. In the event of the failure of the Project Proponent/Contractor to make corrections of deviations, whether or not the public safety is affected, the City may cause the necessary corrections to be made and shall be reimbursed by the Project Proponent/Contractor at cost plus 25%. Said amount shall be deducted from the reimbursement by the City to the Project Proponent/Contractor or shall be paid for by the Project Proponent/Contractor prior to the acceptance of the improvements, or shall be obtained from the improvement securities. Project Proponent/Contractor shall perform any changes or alterations in the construction and installation of such Public Improvements required by City, provided that all such changes or alterations do not exceed 10 percent of the original total estimated cost of such Public Improvements.
- f. **Condition Satisfaction.** Prior to final inspections, all pertinent conditions of approval and all improvements shall be completed to the satisfaction of the Community Development Director and City Engineer.
- g. **Irrigation Acceptance.** Prior to the issuance of the first Certificate of Occupancy, all landscape and irrigation should be substantially completed in accordance to the approved plan. An Irrigation Schedule shall be submitted prior to the final inspection and acceptance of improvements.
- h. **Landscape Installation.** Landscape and tree improvements shall be installed according to the approved plans prior to the occupancy of each building. All common area landscaping, irrigation and other required improvements shall be installed prior to acceptance of tract improvements, or occupancy of eighty percent of the dwelling units, whichever first occurs and a Certificate of Completion, as-built Mylar and an Irrigation Schedule shall be submitted prior to the Final Approval of the landscaping for the Tract to the Community Development Department by the developer.

49. Conditions from Responsible Agencies

- a. Hughson Unified School District
 - i. School Impact Fees shall be submitted to the Hughson Unified School District prior to the time of issuance of building permits for lots in the proposed project. School impact fees shall include those fees required by the state and adopted by the Hughson Unified School District.

- b. Stanislaus Consolidated Fire Protection District/Hughson Fire Protection District
- i. The Project shall conform to the requirements of the Hughson Fire District. Project Proponent shall, at Project Proponent's expense, install fire hydrants which shall be tested for flow and color-coded to represent the amount of flow, as specified by the Hughson Fire Protection District. Fire hydrants shall be placed on property lines. Reflectors shall be placed in the street adjacent to the fire hydrants. Curbs at the fire hydrants shall be painted to prevent parking. Prior to any construction framing, the Project Proponent shall provide adequate fire protection facilities, including, but not limited to surface roads, fire hydrants, and a water supply and water flow in conformance to the City's Fire Department Standards able to suppress a major fire. When alternate methods of fire protection are approved by the Fire Chief, this requirement may be waived or modified. Proposed alternative methods of fire protection shall be submitted in writing to the Fire Chief prior to any framing construction. Work on the alternative fire protection methods shall not begin until approved by the Fire Chief.
 1. The minimum number of fire hydrants shall be provided in accordance with the Hughson Fire Code Ordinance and the California Fire Code. The average spacing between hydrants is 300 feet. All homes shall be within 300 feet of a fire hydrant. Spacing and locations of fire hydrants shall be subject to review and approval by the Hughson Fire District.
 - ii. **Fees.** Developer shall pay all Fire Facilities Fees. The fees shall be payable at the time of issuance of the building permit for any construction and shall be based on the rates in effect at the time of building permit issuance.
 - iii. **Access.** Fire department access and water for fire protection shall be provided and maintained in accordance with all requirements, applicable codes and ordinances. Two ingress/egress accesses shall be provided.
 - iv. **Walk-through.** Upon completion of construction, the Fire District will complete a final walk- through inspection.
- c. Stanislaus County:
- i. County Impact Fees shall be submitted to the County prior to the time of issuance of building permits for lots in the proposed project.
- d. Stanislaus County Department of Environmental Resources:
- i. All existing on-site wells and/or septic tanks shall be destroyed under permit from the Department of Environmental Resources (DER) and in accordance with all laws and polices as regulated by Stanislaus County and California State Model Well Standards. Notification shall be made to the Community Development Department at least 24

hours prior to removal. Removal of these structures shall be documented and done under permit, as required by law.

e. Turlock Irrigation District (District)

- i. The Developer shall submit plans detailing the existing irrigation facilities, relative to the proposed site improvements, in order for the District to determine specific impacts.

Properties that will no longer irrigate or have direct access to water must request abandonment from applicable Improvement Districts. Developed property adjoining irrigated ground must be graded so that finished grading elevations are at least 6 inches higher than irrigated ground. A protective berm must be installed to prevent irrigation water from reaching non-irrigated properties. Stub-end streets adjoining irrigated ground must have a berm installed at least 12" above the finished grade of the irrigated parcel(s).

Any applicable improvements to this property shall be subject to the District's approval and meet all District standards and specifications. If it is determined that irrigation facilities will be impacted, the applicant will need to provide irrigation improvement plans and enter into an Irrigation Improvements Agreement for the required irrigation facility modifications. There is a District Board approved time and material fee associated with this review.

Mitigation Monitoring and Reporting Program

This document is the Mitigation Monitoring and Reporting Program (MMRP) for the Parkwood Subdivision Project (project). This MMRP has been prepared pursuant to Section 21081.6 of the California Public Resources Code, which requires public agencies to “adopt a reporting and monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment.” A MMRP is required for the proposed project because the Initial Study / Mitigated Negative Declaration (IS/MND) has identified significant adverse impacts, and measures have been identified to mitigate those impacts. The numbering of the individual mitigation measures follows the numbering sequence as found in the IS/MND.

The MMRP, as outlined in the following table, describes mitigation timing, monitoring responsibilities, and compliance verification responsibility for all mitigation measures identified in the IS/MND.

The City of Hughson will be the primary agency responsible for implementing the mitigation measures and will continue to monitor mitigation measures that are required to be implemented during the operation of the project.

The MMRP is presented in tabular form on the following pages. The components of the MMRP are described briefly below:

- **Mitigation Measures:** The mitigation measures are taken from the IS/MND in the same order that they appear in that document.
- **Mitigation Timing:** Identifies at which stage of the Project mitigation must be completed.
- **Monitoring Responsibility:** Identifies the agency that is responsible for mitigation monitoring.
- **Compliance Verification:** This is a space that is available for the monitor to date and initial when the monitoring or mitigation implementation took place.

TABLE 1: MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
AGRICULTURAL RESOURCES				
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<p>Mitigation Measure AG-1: Prior to approval of the Tentative Map for the project, the project applicant shall comply with the City's Right to Farm Ordinance (Section 17.03.064 of the Municipal Code). In order to comply, the following deed restriction shall be recorded by the owners and run with the land:</p> <p>"RIGHT TO FARM DEED RESTRICTION</p> <p>Properly conducted agricultural operations are permitted within Stanislaus County, within the City of Hughson, and its Sphere of Influence. You are hereby notified that the property you are purchasing is in an agricultural area. You may be subject to inconvenience or discomfort from lawful agricultural or agricultural processing facilities operations. Discomfort and inconvenience may include, but are not limited to, noise, odors, fumes, dust, smoke, burning, vibrations, insects, rodents and/or the operations of machinery (including aircraft) during any 24 hour period. One or more of the inconveniences described may occur as a result of agricultural operations which are in compliance with existing laws and regulations and accepted customs and standards. If you live near an agricultural area, you should be prepared to accept such inconveniences or discomfort as a normal and necessary aspect of living in an area with a strong rural character and an active agricultural sector. Lawful ground rig or aerial application of pesticides, herbicides and fertilizers occur in farming operations. Should you be concerned about spraying, you may contact the Stanislaus County Agricultural Commission.</p> <p>The City of Hughson Right to Farm Ordinance does not exempt farmers, agricultural processors or others from compliance with law. Should a farmer, agricultural processor or other person not comply with appropriate State, federal or local laws, legal recourse is possible by, among other ways, contacting the appropriate agency. This Right to Farm Deed Restriction shall be included in all subsequent deeds and leases for this property until such time as the City Council shall determine that such a restriction is no longer necessary."</p> <p>Additionally, every transferor of property subject to the notice recorded pursuant to subsection C of Section 17.03.064 shall provide to any transferee in writing the notice of right to farm recited below. The notice of right to farm shall be contained in each offer for sale, counter offer for sale, agreement of sale, lease, lease with an option to purchase, deposit receipt, exchange agreement, rental agreement, or any other form of agreement or contract for</p>	City of Hughson Community Development Department	Prior to the approval of the Tentative Map for the project	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p><i>the transfer of property; provided, that the notice need be given only once in any transaction. The transferor shall acknowledge delivery of the notice and the transferee shall acknowledge receipt of the notice.</i></p> <p><i>The form of notice of right to farm is as follows:</i></p> <p><i>“NOTICE OF RIGHT TO FARM</i></p> <p><i>Properly conducted agricultural operations are permitted within Stanislaus County and within the City of Hughson Sphere of Influence. You are hereby notified that the property you are purchasing/leasing/renting is in an agricultural area. You may be subject to inconvenience or discomfort from lawful agricultural or agricultural processing facilities operations. Discomfort and inconvenience may include, but are not limited to, noise, odors, fumes, dust, smoke, burning, vibrations, insects, rodents and/or the operation of machinery (including aircraft) during any 24 hour period. One or more of the inconveniences described may occur as a result of agricultural operations which are in compliance with existing laws and regulations and accepted customs and standards. If you live near an agricultural area, you should be prepared to accept such inconveniences or discomfort as a normal and necessary aspect of living in an area with a strong rural character and an active agricultural sector. Lawful ground rig or aerial application of pesticides, herbicides and fertilizers occur in farming operations. Should you be concerned about spraying, you may contact the Stanislaus County Agricultural Commission.</i></p> <p><i>The City of Hughson Right to Farm Ordinance does not exempt farmers, agricultural processors or others from compliance with law. Should a farmer, agricultural processor or other person not comply with appropriate state, federal or local laws, legal recourse is possible by, among other ways, contacting the appropriate agency. This notification is given in compliance with Hughson Municipal Code Section 17.03.064. By initialing below, you are acknowledging receipt of this notification.</i></p> <p>_____</p> <p><i>Transferor’s Initials Transferor’s Initials”</i></p>			
AIR QUALITY				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<p>Mitigation Measure AIR-1: <i>Prior to the commencement of construction activities for each phase of the project, the project proponent shall prepare and submit a Dust Control Plan that meets all of the applicable requirements of APCD Rule 8021, Section 6.3, for the review and approval of the APCD Air</i></p>	SJVAPCD Air Pollution Control Officer	Prior to the commencement of construction	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p><i>g. Limit traffic speeds on unpaved roads to 5 mph; and</i></p> <p><i>h. Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent.</i></p> <p>Mitigation Measure AIR-4: Architectural coatings applied to all structures in the project site shall meet or exceed volatile organic compound (VOC) standards set in APCD Rule 4601. The project applicant shall submit to the APCD a list of architectural coatings to be used and shall indicate how the coatings meet or exceed VOC standards. If the APCD determines that any architectural coatings do not meet VOC standards, the project applicant shall replace the identified coatings with those that meet standards.</p> <p>Mitigation Measure AIR-5: Asphalt paving shall be applied in accordance with APCD Rule 4641. This rule applies to the manufacture and use of cutback asphalt, slow cure asphalt and emulsified asphalt for paving and maintenance operations.</p> <p>Mitigation Measure AIR-6: Prior to final approval of improvement plans for each phase of the project, the project proponent shall submit an Air Impact Assessment (AIA) application to the San Joaquin Valley Air Pollution Control District for District Rule 9510 Indirect Source Review (ISR) to obtain AIA approval from the District for the phase or project component that is to be constructed. Prior to the issuance of a building permit of each individual phase or project component, the project proponent shall incorporate mitigation measures into the proposed project and demonstrate compliance with District Rule 9510 including payment of all fees.</p>	<p>SJVAPCD Air Pollution Control Officer</p> <p>SJVAPCD Air Pollution Control Officer</p> <p>SJVAPCD</p>	<p>During all construction activities</p> <p>During all construction activities</p> <p>Prior to final approval of improvement plans for each phase of the project</p>	
BIOLOGICAL RESOURCES				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<p>Mitigation Measure BIO-1: The project proponent shall implement the following measures to avoid or minimize impacts on Swainson's hawk:</p> <ul style="list-style-type: none"> No more than 30 days before the commencement of construction, a qualified avian biologist shall perform preconstruction surveys for nesting Swainson's hawk and other raptors during the nesting season (February 1 through August 31). Appropriate buffers shall be established and maintained around active nest sites during construction activities to avoid nest failure as a result of project activities. The appropriate size and shape of the buffers shall be determined by a qualified avian biologist, in coordination with CDFW, and may vary depending on the nest location, nest stage, and construction activity. The buffers may be 	City of Hughson Community Development Department	No more than 30 days before the commencement of construction	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p><i>adjusted if a qualified avian biologist determines it would not be likely to adversely affect the nest. Monitoring shall be conducted to confirm that project activity is not resulting in detectable adverse effects on nesting birds or their young. No project activity shall commence within the buffer areas until a qualified avian biologist has determined that the young have fledged or the nest site is otherwise no longer in use.</i></p> <ul style="list-style-type: none"> <i>Before the commencement of construction, the project proponent shall provide compensatory mitigation for the permanent loss of Swainson's hawk foraging habitat. Mitigation shall be at the CDFW specified ratios, which are based on distance to nests. The Plan Area's distance to the closest nest falls within the range of "within 5 miles of an active nest tree but greater than 1 mile from the nest tree." As such, the Project shall be responsible for 0.75 acres of each acre of urban development authorized (0-75:1 ratio). The project proponent shall either provide lands protected through fee title acquisition or conservation easement (acceptable to the CDFW) on agricultural lands or other suitable habitats which provide foraging habitat for Swainson's hawk.</i> <p>Mitigation Measure BIO-2: <i>The project proponent shall implement the following measure to avoid or minimize impacts on other protected bird species that may occur on the site:</i></p> <ul style="list-style-type: none"> <i>Preconstruction surveys for active nests of special-status birds shall be conducted by a qualified avian biologist in all areas of suitable habitat within 500 feet of project disturbance. Surveys shall be conducted within 14 days before commencement of any construction activities that occur during the nesting season (February 15 to August 31) in a given area.</i> <i>If any active nests, or behaviors indicating that active nests are present, are observed, appropriate buffers around the nest sites shall be determined by a qualified avian biologist to avoid nest failure resulting from project activities. The size of the buffer shall depend on the species, nest location, nest stage, and specific construction activities to be performed while the nest is active. The buffers may be adjusted if a qualified avian biologist determines it would not be likely to adversely affect the nest. If buffers are adjusted, monitoring will be conducted to confirm that project activity is not resulting in detectable adverse effects on nesting birds or their young. No project activity shall commence within the buffer areas until a qualified avian biologist has determined that the young have fledged or the nest site is otherwise no longer in use.</i> 	City of Hughson Community Development Department	Within 14 days before commencement of any construction activities that occur during the nesting season (February 15 to August 31) in a given area	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<p>Mitigation Measure BIO-3: Prior to approval of any street improvements, the project applicant shall pay to the City the total costs of all the trees, pursuant to Section 12.30.060 of the Municipal Code. The City shall plant the trees at the proper time. Watering and care of the trees thereafter shall be the responsibilities of the applicant or the purchasers of the property. Additionally, pursuant to Section 17.03.092 of the Municipal Code, the project applicant shall not plant trees or shrubs in any street tree area or other public place without permission of the planning officer.</p> <p>Further, the project applicant shall submit a tree survey to the City, pursuant to Section 17.03.092(E). The location, size, accurate driplines and species of existing trees shall be shown on the tree survey in the same scale as development plans submitted for development review. All trees proposed for removal shall be identified. If there is disturbance proposed within the dripline of a significant tree, a certified arborist's assessment and protection measures shall be provided. If significant trees are proposed for removal, the applicant shall replace them with trees whose size, number, and planting location shall be determined by the planning officer before final occupancy is granted to any new residents. The size and age of the tree shall be used to determine how many new trees shall be substituted for the removed tree but, at a minimum, three new trees shall replace one tree removed. The ratio may be increased at the discretion of the planning officer.</p> <p>Where orchard trees are to be cut down, removed, or relocated as part of new development, the planning commission or planning officer shall require the retention of selected orchard trees within the proposed subdivision that are representative of the land's agricultural heritage. For orchards in productive use for at least five years prior to the new development, a minimum of 10 percent of the existing orchard trees shall be preserved. This shall be determined by the planning officer.</p>	City of Hughson Community Development Department	Prior to the approval of any street improvements	
CULTURAL RESOURCES				
<p>a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?</p> <p>b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?</p>	<p>Mitigation Measure CUL-1: If cultural resources (i.e., prehistoric sites, historic sites, isolated artifacts/features, and paleontological sites) are discovered, work shall be halted immediately within 50 meters (165 feet) of the discovery, the City of Hughson shall be notified, and a qualified archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology (or a qualified paleontologist in the event paleontological resources are found) shall be retained to determine the significance of the discovery. The City of Hughson shall consider recommendations presented by the professional for any unanticipated discoveries and shall carry out the measures deemed feasible and appropriate. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate</p>	City of Hughson Community Development Department Qualified archaeologist	If cultural resources (i.e., prehistoric sites, historic sites, isolated artifacts / features, and paleontological sites) are discovered	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>measures. Specific measures are developed based on the significance of the find.</i>			
c) Disturb any human remains, including those interred outside of formal cemeteries?	Mitigation Measure CUL-2: <i>If any human remains are found during grading and construction activities, all work shall be halted immediately within 50 meters (165 feet) of the discovery and the County Coroner must be notified, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the coroner shall notify the Native American Heritage Commission, and the procedures outlined in CEQA Section 15064.5(d) and (e) shall be followed. Additionally, if the Native American resources are identified, a Native American monitor, following the Guidelines for Monitors/Consultants of Native American Cultural, Religious, and Burial Sites established by the Native American Heritage Commission, may also be required and, if required, shall be retained at the applicant's expense.</i>	Stanislaus County Coroner Native American Heritage Commission	If any human remains are found during grading and construction activities	
GEOLOGY AND SOILS				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: iii) Seismic-related ground failure, including liquefaction? c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	Mitigation Measure GEO-1: <i>Prior to issuance of any building permits, the developer shall be required to submit building plans to the City of Hughson for review and approval. The building plans shall also comply with all applicable requirements of the most recent California Building Standards Code. All on-site soil engineering activities shall be conducted under the supervision of a licensed geotechnical engineer or certified engineering geologist.</i>	City of Hughson Building Division	Prior to issuance of any building permits	
b) Result in substantial soil erosion or the loss of topsoil?	Mitigation Measure GEO-2: <i>The project applicant shall submit a Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) to the RWQCB in accordance with the NPDES General Construction Permit requirements. The SWPPP shall be designed to control pollutant discharges utilizing Best Management Practices (BMPs) and technology to reduce erosion and sediments. BMPs may consist of a wide variety of measures taken to reduce</i>	City of Hughson Community Development Department Central Valley Regional Water	Prior to earthmoving activities	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>pollutants in stormwater runoff from the project site. Measures shall include temporary erosion control measures (such as silt fences, staked straw bales/wattles, silt/sediment basins and traps, check dams, geofabric, sandbag dikes, and temporary revegetation or other ground cover) that will be employed to control erosion from disturbed areas. Final selection of BMPs will be subject to approval by the City of Hughson and the RWQCB. The SWPPP will be kept on site during construction activity and will be made available upon request to representatives of the RWQCB.</i>	Quality Control Board		
HYDROLOGY AND WATER QUALITY				
<p>c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:</p> <p>(i) Result in substantial erosion or siltation on- or off-site;</p> <p>(ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;</p> <p>(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or</p> <p>(iv) Impede or redirect flood flows?</p> <p>e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?</p>	<p>Mitigation Measure HYDRO-1: <i>The Stormwater Management Plan shall be designed and engineered to ensure that post-project runoff is equal to or less than pre-project runoff. The Plan shall be consistent with Section 7 of the City's Improvement Standards, which establish minimum storm water management requirements and controls. According to the standards, storm drain discharges must include stormwater quality control measures, and stormwater generated must be adequately treated before discharge. The applicant shall provide the City Engineer with all stormwater runoff calculations with the improvement plan submittal.</i></p>	City of Hughson Engineer	With improvement plan submittal	
NOISE				
a) Generation of a substantial temporary or permanent	<p>Mitigation Measure NOI-1: <i>To reduce potential construction noise impacts during project construction, the following multi-part mitigation measure</i></p>	City of Hughson Public Works	Prior to approval of	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
<p>of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:</p> <p>a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?</p> <p>b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resources to a California Native American tribe.</p>	<p><i>the find is determined by the lead agency in consultation with the Native American tribe traditionally and culturally affiliated with the geographic area of the project site to be a tribal cultural resource and the discovered archaeological resource cannot be avoided, then applicable mitigation measures for the resource shall be discussed with the geographically affiliated tribe. Applicable mitigation measures that also take into account the cultural values and meaning of the discovered tribal cultural resource, including confidentiality if requested by the tribe, shall be completed (e.g., preservation in place, data recovery program pursuant to PRC §21083.2[i]). During evaluation or mitigative treatment, ground disturbance and construction work could continue on other parts of the project site.</i></p>			

EXHIBIT F
DEVELOPMENT IMPACT FEES

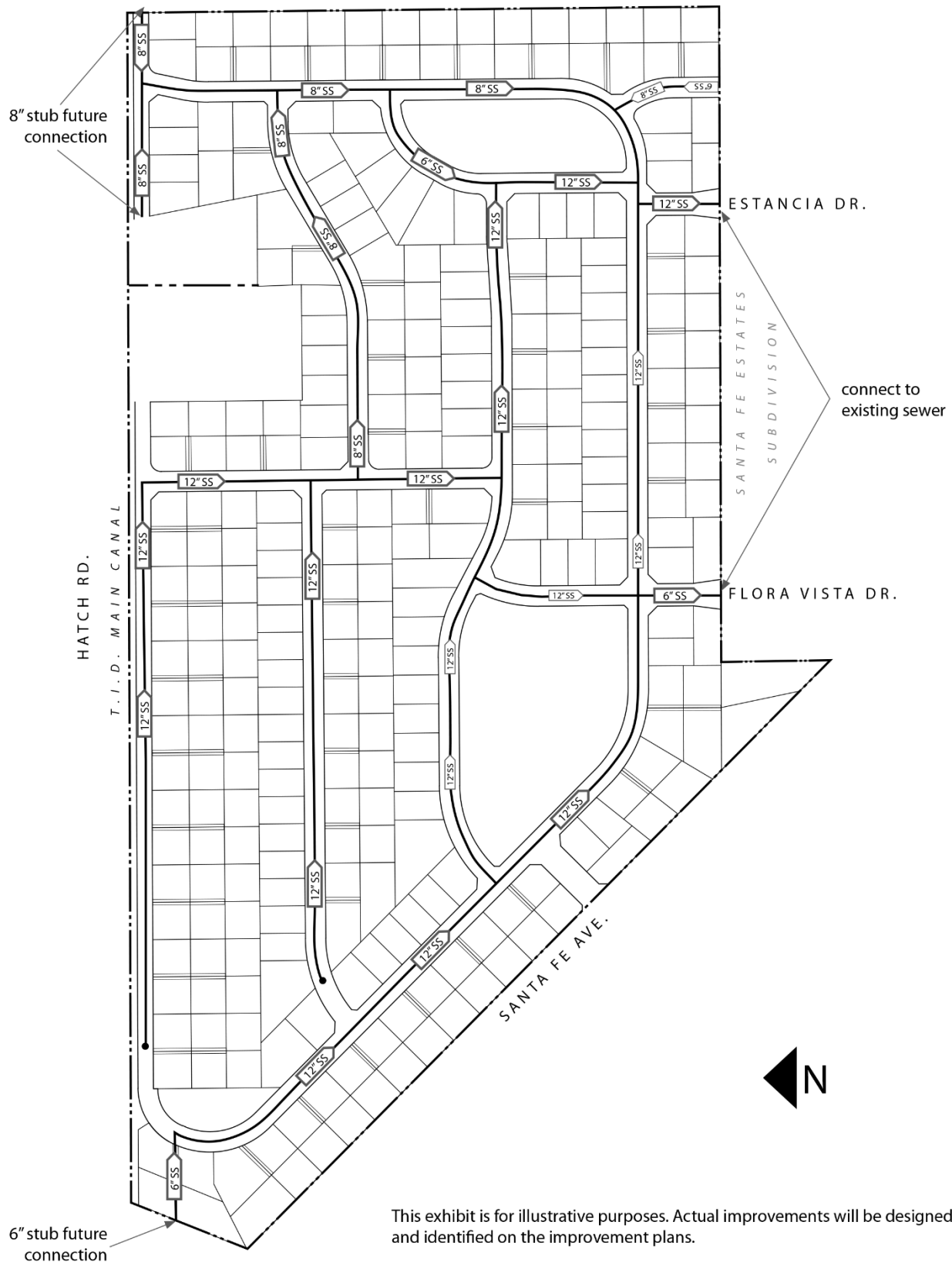
EXHIBIT F
Development Impact Fees (DIF)

1) Public Facility Fee	\$3,050.00
2) Storm Drain Fee	\$2,814.00
3) Sewer Fee	\$13,755.00
4) Water Fee	\$8,119.00
5) Construction Water Fee	\$155.00
6) Street Fee	\$4,101.00
7) Park Development Fee	\$2,667.00*
8) Park In-Lieu Fee	\$0.00**
9) Community Enhancement	\$1,008.00
10) Misc. Fees (Average)	\$42.00
11) Downtown Revitalization Fee (DRF)	\$750.00
Total	\$36,461.00

* Pursuant to Section 6.05(d)(2) of the Development Agreement, Developer may receive a maximum credit of \$797,433.00 (299 Residential lots x \$2,667.00 = \$797,433.00) for the identified infrastructure improvements.

** The Park-in-lieu fee has been satisfied by dedication of parkland.

EXHIBIT G
WATER SEWER AND STORM DRAIN



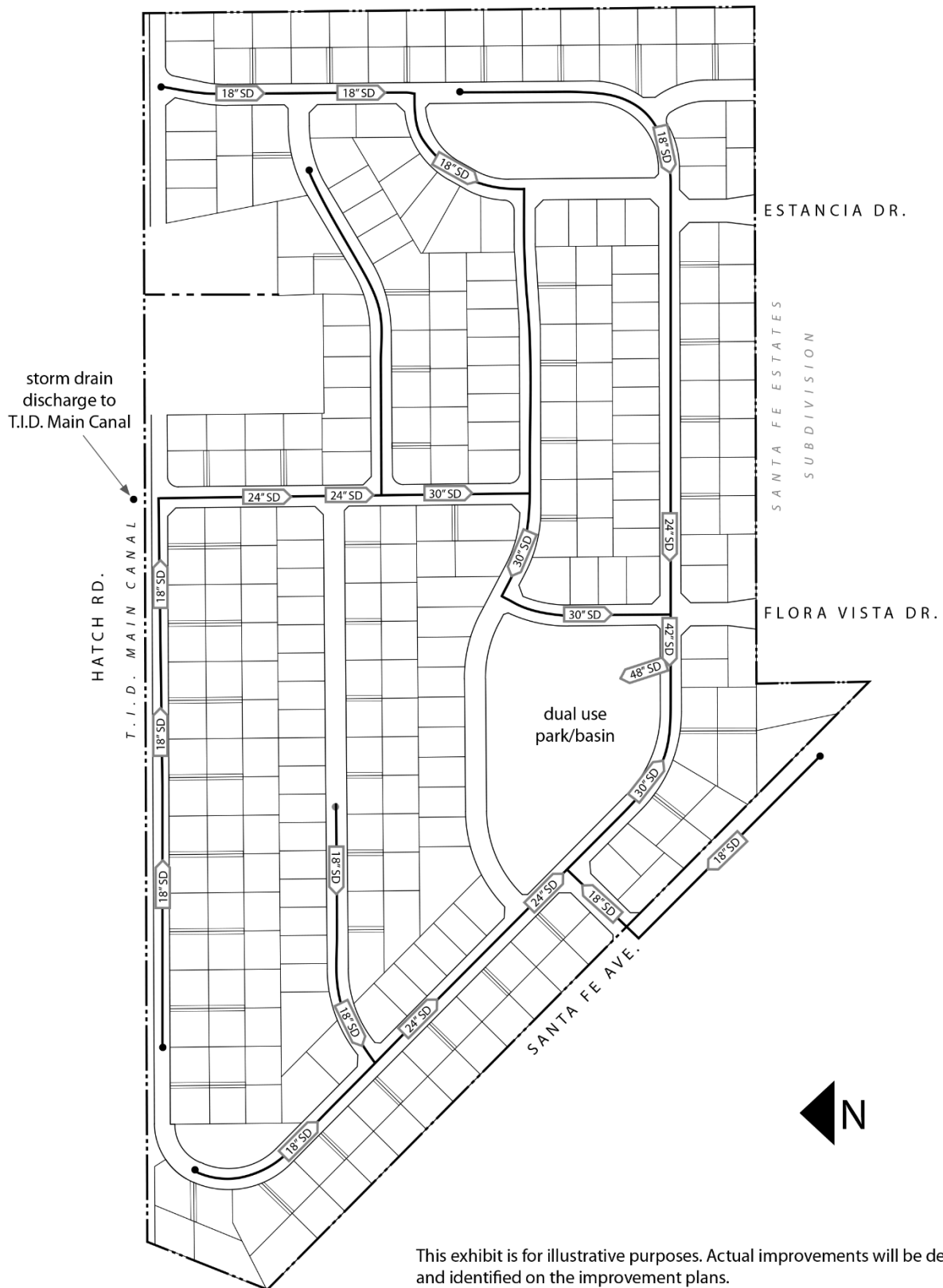
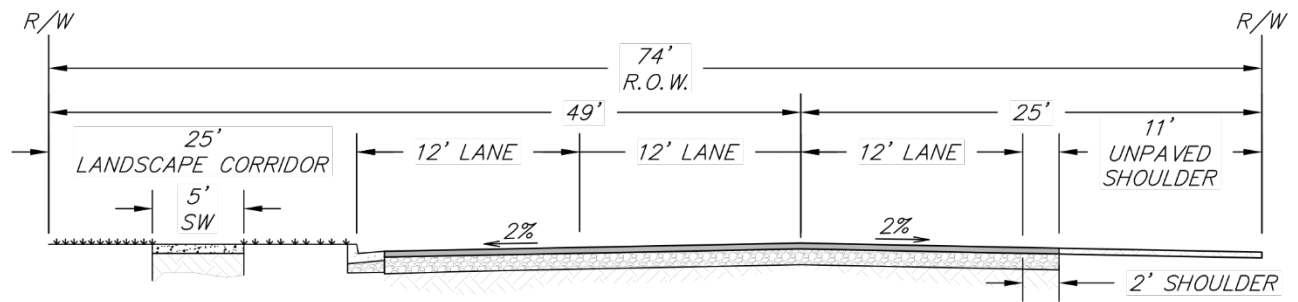
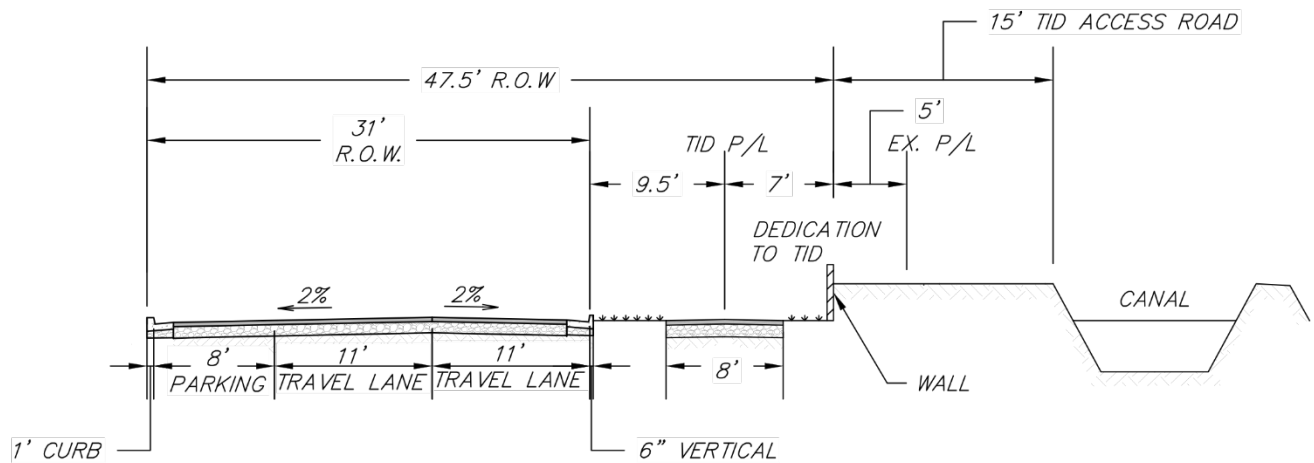


EXHIBIT H
STREET CROSS SECTIONS



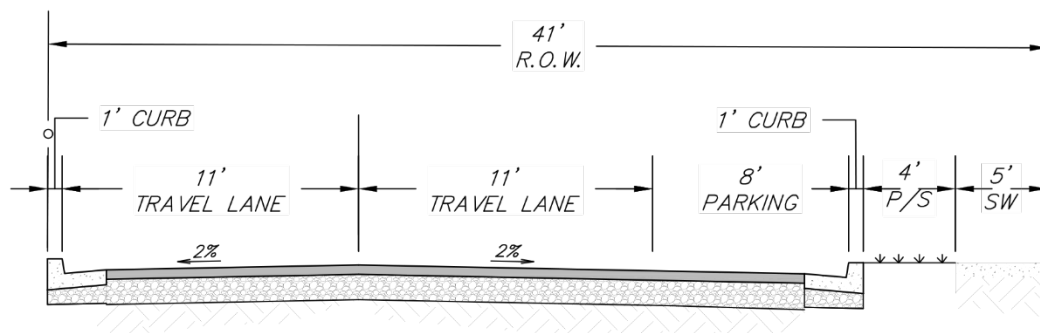
SANTA FE AVENUE

N.T.S.



ROAD ADJACENT TO CANAL

N.T.S.



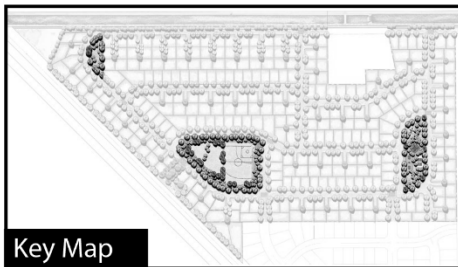
INTERNAL LOCAL STREET

N.T.S.



BIKE TRAIL

EXHIBIT I
PARK AMENITIES



PARK A

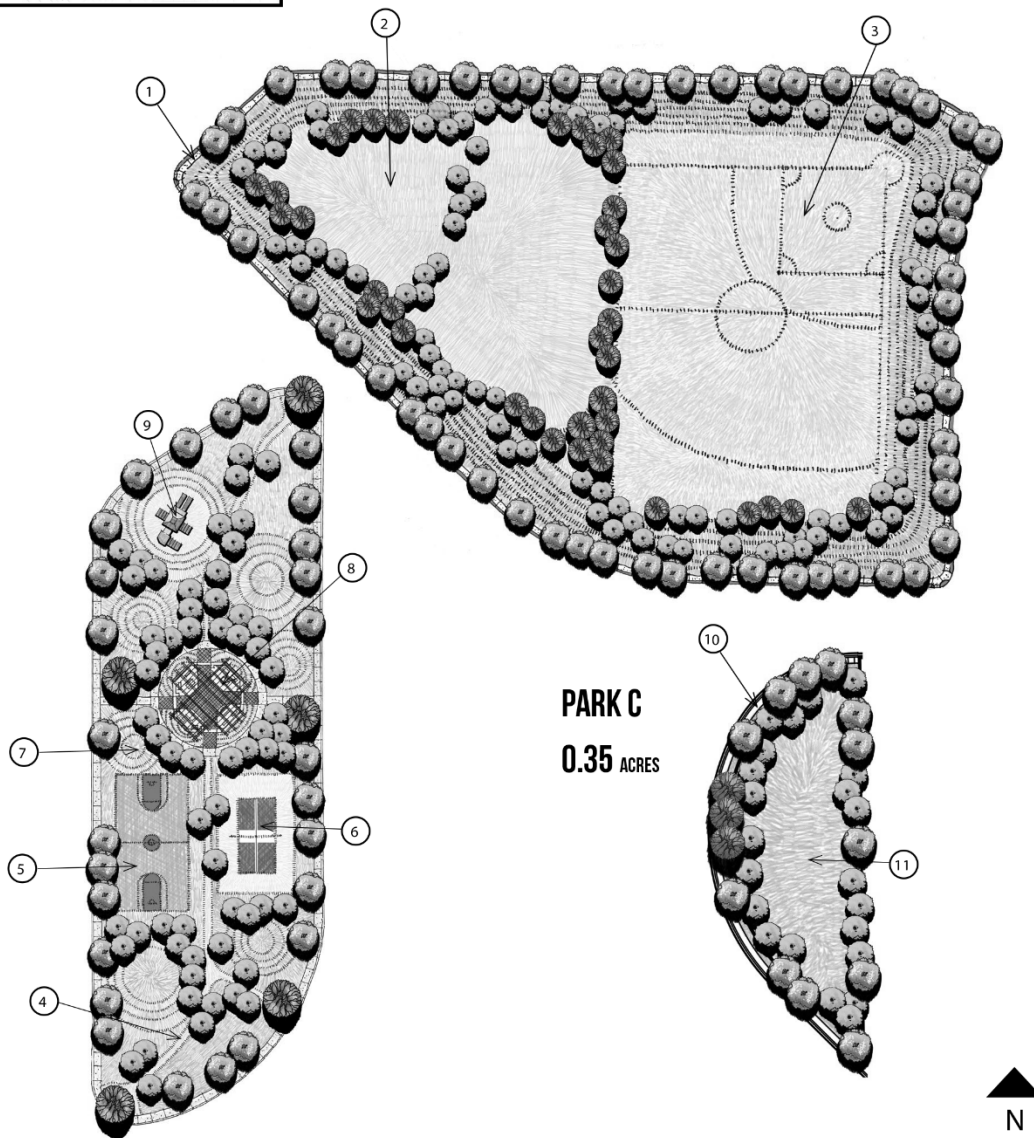
3.20 ACRES

PARK B

1.33 ACRES

PARK C

0.35 ACRES

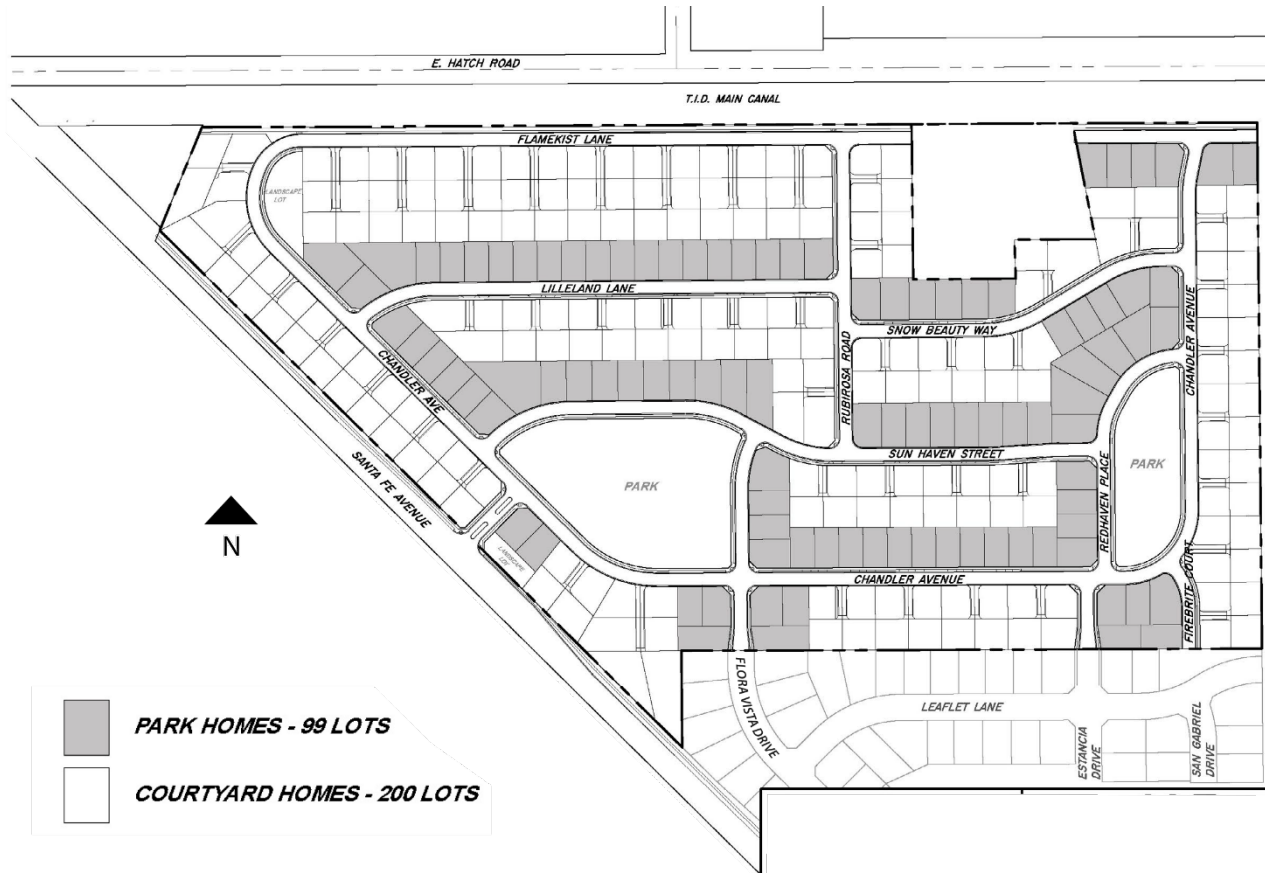


LEGEND

- | | |
|-------------------------------------|--|
| 1. Neighborhood Connecting Sidewalk | 7. Turf Mounding & Seat Walls |
| 2. Dog Park(s) | 8. Paved Seating Area w/ BBQ's & Picnic Tables |
| 3. Open Turf Playfield | 9. Children's Playground Equipment |
| 4. Neighborhood Connecting Path | 10. Neighborhood Connecting Sidewalk |
| 5. Basketball Court | 11. Open Turf Playfield |
| 6. Pickle ball Court/Volleyball | |

NOTE: Images are for illustrative purposes to provide character to the overall project. Developer may propose alternative designs that provide similar character subject to approval by the Community Development Director.

**EXHIBIT J-1 & J-2
DEVELOPMENT STANDARDS**



DEVELOPMENT STANDARDS

Permitted Uses: Uses allowed under the R-2 Zoning District as outlined in Chapter 17.02.032 of the Hughson Municipal Code

Density: 5.1 to 14.0 dwelling units per acre

Setbacks: See next page for Typical Building Envelopes

Minimum Lot Size: Interior Lot - 5,000 S.F. Corner Lot - 5,500 S.F.

Minimum Lot Width: Interior Lot - 55 Feet Corner Lot - 65 Feet or 5,500 S.F.

Lot Coverage: 55% (Portion of lot occupied by structures excepting paved areas & swimming pools)

Length of Driveway: 20 Feet - The vehicle opening of any structure shall be no closer than twenty feet to the property line towards which the opening faces

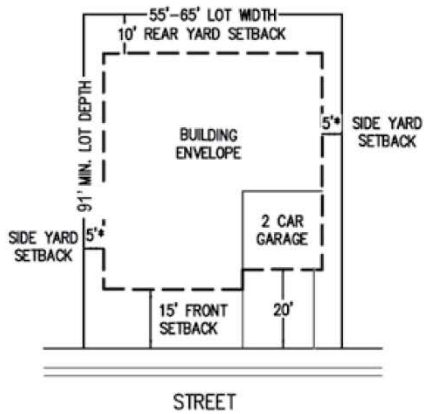
Height Limit: 35 Feet - See Chapter 17.03.020(B) of the Hughson Municipal Code for height limit exceptions

Architecture: Design Review Committee Approval is required prior to construction of any new dwelling in order to ensure an attractive development

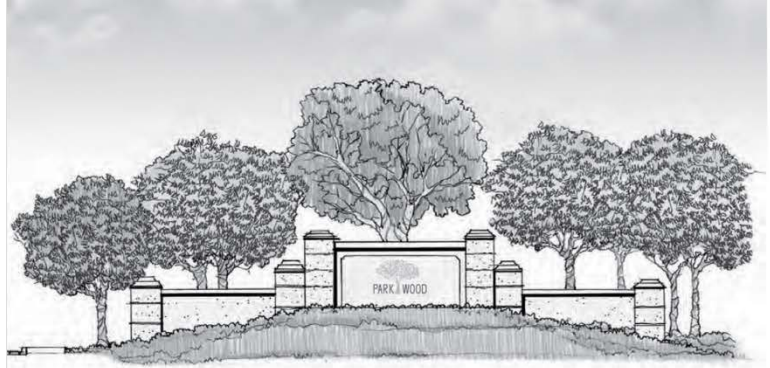
Parking: Per the requirements of Chapter 17.03.060 (Parking) of the Hughson Municipal Code

Signs, Lighting & Landscaping: Per the requirements of the Hughson Municipal Code - Type and Style of Lighting and Signage to be equal to or similar to the examples on Sheet 2

PARK HOMES
SETBACKS & BUILDING ENVELOPE

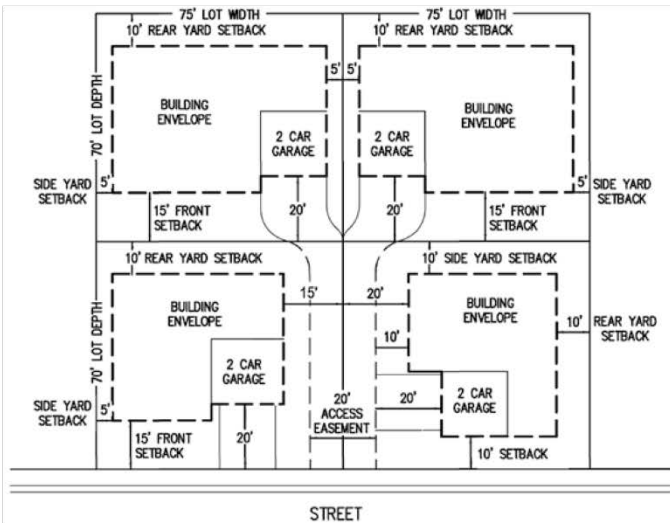


* STREET SIDE CORNER LOT 10' SIDEYARD SETBACK



ENTRYWAY MONUMENT SIGN
SANTA FE AVENUE ENTRANCE

COURTYARD HOMES
SETBACKS & BUILDING ENVELOPE



**DECORATIVE STOP SIGN
& STREET SIGNAGE**



**DECORATIVE STREET
SIGNAGE**



**DECORATIVE STREET
LIGHTING**

NOTE: Images are for illustrative purposes to provide character to the overall project. Developer may propose alternative designs that provide similar character subject to approval by the Community Development Director.

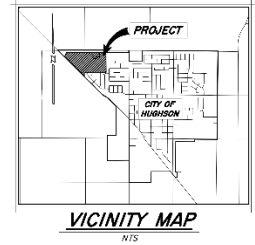
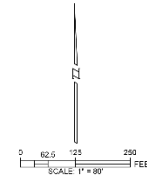
EXHIBIT K
VESTING TENTATIVE SUBDIVISION MAP

TABLE - PRIVATE ROADS AND OPEN SPACES AND
CORRESPONDING LOT NUMBER

NAME	LOT
PARK/OPEN SPACE	A,B,C,D
CHANDLER AVE	F,M,P
ESTANOLA DR	O
FIREWIRE CT	R
FLAMINGO LN	E,H
FLORA VISTA DR	I,J
LILLEDAL LN	G
RUBENOSA RD	K
RED HAVEN PL	O
SNOW BEAUTY WAY	L
SUN HAVEN ST	H
TOTAL LOT COUNT	19

PARKWOOD **VESTING TENTATIVE SUBDIVISION MAP** **HUGHSON, CALIFORNIA**

BEING A PORTION OF NORTH WEST QUARTER OF SECTION 9,
TOWNSHIP 4 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN
COUNTY OF STANISLAUS, STATE OF CALIFORNIA



GENERAL NOTES

1. PROPERTY LOCATION: HUGHSON, CALIFORNIA 95526
2. ASSessor's PARCEL NUMBERS: 018-017-002, 018-017-010 & 018-017-014
3. PROJECT AREA: 56.04 ± ACRES
4. EXISTING USE: AGRICULTURE
5. PROPOSED USE: PLANNED DEVELOPMENT SINGLE-FAMILY RESIDENTIAL, PARKS AND OPEN SPACE
6. EXISTING ZONING: R-1, R-2 & C-2
7. PROPOSED ZONING: R-2 MEDIUM DENSITY RESIDENTIAL WITH A PLANNED DEVELOPMENT OVERLAY
8. NUMBER OF RESIDENTIAL LOTS: 299
9. SANITARY SEWER: CITY OF HUGHSON - CONNECT TO EXISTING SEWER SYSTEM
10. STORM DRAIN: CITY OF HUGHSON - DETENTION BASIN AND DISCHARGE TO TID CANAL
11. WATER SERVICE: CITY OF HUGHSON - CONNECT TO EXISTING WATER SYSTEM
12. ELECTRICAL: TURN-LOCK IRRIGATION DISTRICT (TID)
13. GAS SERVICE: PACIFIC GAS & ELECTRIC
14. TELEPHONE SERVICE: SBC
15. FIRE PROTECTION: HUGHSON FIRE PROTECTION DISTRICT
16. SCHOOL DISTRICT: HUGHSON UNIFIED SCHOOL DISTRICT
17. FLOOD ZONE: ZONE X - OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN
18. ALL IMPROVEMENTS SHALL BE CONSTRUCTED AS PER THE CITY OF HUGHSON STANDARD SPECIFICATIONS
19. ALL EXISTING EASEMENTS IN CONFLICT WITH NEW DEVELOPMENT TO BE ABANDONED AND/OR RELOCATED
20. EXISTING STRUCTURES WITHIN THE PROJECT BOUNDARY SHALL BE REMOVED ACCORDINGLY
21. EXISTING CONTOURS ARE SHOWN AT 2' INTERVALS AND WERE DEVELOPED FROM A PRELIMINARY TOPOGRAPHY SURVEY PREPARED BY MVE
22. THE SUBDIVIDER HEREBY RESERVES THE RIGHT TO FILE "MULTIPLE FINAL MAPS" AS SET FORTH BY THE SUBDIVISION MAP ACT, ARTICLE 4, SECTION 65456.1
23. A PUE WILL BE DEDICATED ALONG ALL STREET, LANE AND COURT FRONTS FOR ELECTRICAL, GAS, TELECOMMUNICATIONS AND CABLE FACILITIES. ALL IMPROVEMENTS SHALL BE CONSTRUCTED AS PER THE CITY OF HUGHSON STANDARD SPECIFICATIONS
24. STREET LIGHTING SHALL BE INSTALLED AS PER DECORATIVE LIGHTING DESIGN AND CITY SPECIFICATION AS APPLICABLE
25. TOTAL NO. OF LOTS: 317 LOTS. LOT A AND LOT B TO BE DEDICATED TO THE CITY OF HUGHSON AS PARK USE. LOTS C THROUGH R TO BE DEDICATED TO AND MAINTAINED BY A HOA.
26. ALL NEW PUBLIC UTILITIES SHALL BE INSTALLED UNDERGROUND WITHIN THE CITY RIGHT-OF-WAY OR WITHIN A PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY. NO UNDERGROUNDING OF EXISTING UTILITIES WILL BE REQUIRED ALONG THE TID CANAL OR ALONG SANTA FE AVENUE
27. THE PROPERTY LINE DISTANCES AND BEARINGS AND ALL OTHER DIMENSIONS SHOWN ON THIS MAP WERE COMPILED BY TITLE REPORT DATA, RECORD MAPS, DEEDS AND STANISLAUS COUNTY RECORDS AND DOES NOT REFLECT AN ACTUAL BOUNDARY SURVEY
28. SANTA FE AVENUE IMPROVEMENTS AND RIGHT-OF-WAY TO BE DEDICATED TO THE CITY OF HUGHSON
29. ALL PRIVATE STREETS TO HAVE A P.U.E. OVERLAY FOR PUBLIC UTILITIES

REGULATORY AGENCY

CITY OF HUGHSON
7014 PINE STREET
HUGHSON, CA 95526
PH: (209) 883-4054

PROPERTY OWNER / SUBDIVIDER

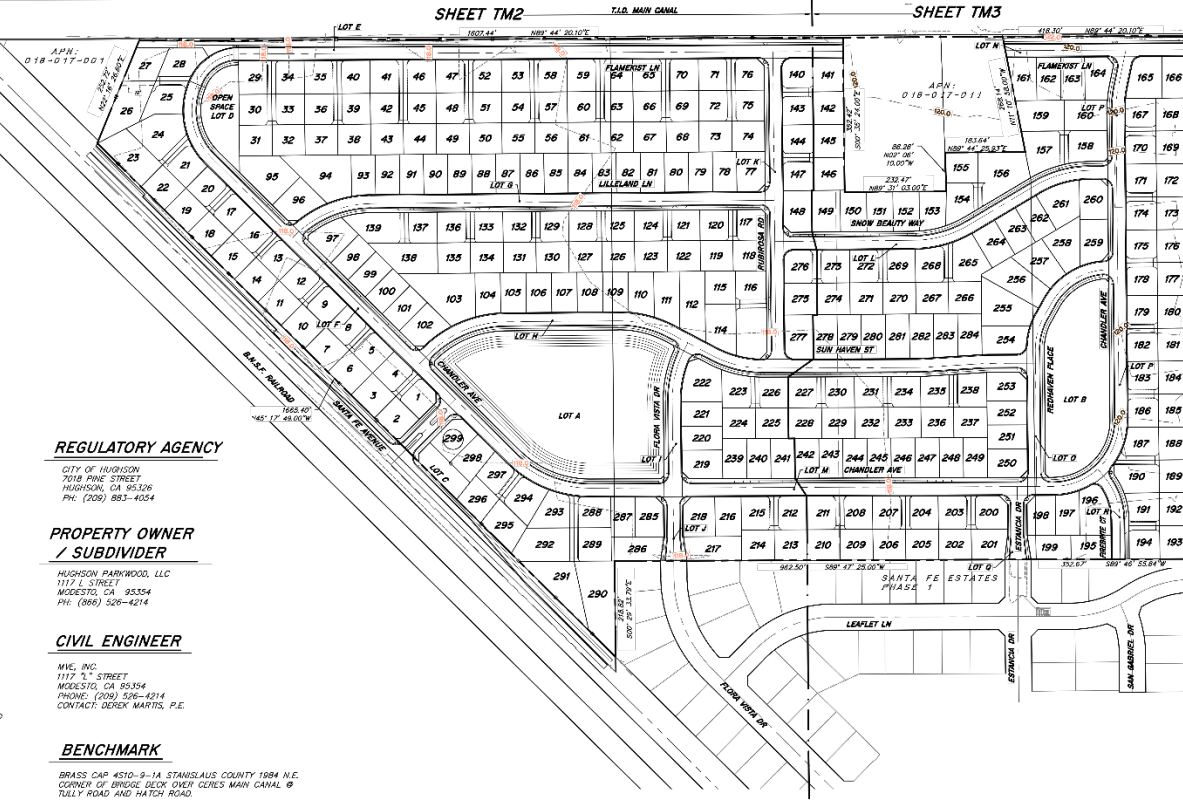
HUGHSON PARKWOOD, LLC
1117 L STREET
MODESTO, CA 95354
PH: (866) 526-4214

CIVIL ENGINEER

MVE, INC.
1117 L STREET
MODESTO, CA 95354
PHONE: (209) 526-4214
CONTACT: DEREK MARTIS, P.E.

BENCHMARK

BRASS CAP 4510-9-1A STANISLAUS COUNTY 1984 N.E.
CORNER OF BRIDGE DECK OVER COLE'S MAIN CANAL @
TULLY ROAD AND HATCH ROAD
ELEVATION = 124.96, CITY OF HUGHSON DATA



LEGEND

- - - 10' - - - EXISTING CONTOURS (MAJOR)
- - - 2' - - - EXISTING CONTOURS (MINOR)
- - - EXISTING EASEMENTS
- - - EXISTING PARCEL LINES
- - - EXISTING WATER LINES
- - - EXISTING STORM LINES
- - - EXISTING SEWER LINES
- - - EXISTING OVERHEAD LINES
- - - EXISTING GAS LINES
- - - PROPOSED EASEMENTS
- - - PROPOSED LOT LINES
- - - PROJECT BOUNDARY

Drawn By	NO.	DATE	REVISIONS ISSUED FOR	BY
Issue Date: 4/26/2020				
Job No.: NC18039				
Checked: DAM				
Design By: TL				

06/30/2020



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

PARKWOOD
VESTING TENTATIVE SUBDIVISION MAP
BEING A PORTION OF NORTH WEST QUARTER OF SECTION 9,
TOWNSHIP 4 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN
COUNTY OF STANISLAUS, STATE OF CALIFORNIA
HUGHSON
CALIFORNIA

DWG:
TM1
SHEET
1
OF
3

