



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

**AGENDA
MONDAY, NOVEMBER 23, 2020 – 7:00 P.M.**

**SPECIAL NOTICE
Coronavirus COVID-19**

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

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

How to observe/participate in the Meeting:

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

<https://cityofhughson.my.webex.com/cityofhughson/my/j.php?MTID=m259b168bb87a6998fad641dbeb8cf873>

Meeting Number (Access Code): 126-019-4199

Password: b4kCtpUNZ85 (24528786 phones/video systems)

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

How to submit Public Comment:

- Email will be available prior to 6:45 PM on November 23, 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 WebEx Videoconference. If you would like to provide verbal comment, please send a request to agose@hughson.org, by 6:45 PM on November 23, 2020.

CALL TO ORDER: Mayor Jeramy Young

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

FLAG SALUTE: Mayor Jeramy Young

INVOCATION: Hughson Ministerial Association

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 November 9, 2020.

3.2: Approve the Warrants Register.

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

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

- 3.5:** Waive the Second Reading and Adopt Ordinance No. 2020-06, Adopting the Development Agreement By and Between the City of Hughson and Parkwood Hughson, LLC.
- 3.6:** Approve Contracting with Quality Well Drillers for the Destruction of Well 5, a Component of the Well 7 Replacement Project, in the Amount of \$17,758.
- 3.7:** Approve the Purchase of Two Portable Electronic Message Boards from Safe-T-Lite at a total cost of \$34,554.52.

4. UNFINISHED BUSINESS:

- 4.1:** Consider and Approve One of the Wastewater Rate Options Identified in the Bartle Wells Associates Wastewater Rate Study 2020.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

The public hearing for Item 5.1 was previously opened on November 9, 2020 and adjourned to this meeting pursuant to Government Code Section 54955 and 54955.1.

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

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 LABOR NEGOTIATORS

Agency designated representatives: Merry Mayhew, City Manager

Employee Organization: Operating Engineers Local Union 3

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:

November 26-27	▪ Thanksgiving Day and Thanksgiving Friday – City Hall Closed
December 8	▪ Parks, Recreation and Entertainment Commission Meeting, WebEx Videoconference, 6:00 PM Tentative
December 14	▪ City/School 2+2 Committee Meeting, Zoom Videoconference, 5:30 PM
December 14	▪ City Council Meeting, WebEx Videoconference, 7:00 PM
December 15	▪ Planning Commission Meeting, WebEx Videoconference, 6:00 PM Cancelled

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: November 19, 2020 **TIME:** 3:30 PM
NAME: Ashton Gose **TITLE:** Deputy City Clerk



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

Meeting Date: November 23, 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 November 9, 2020.

Background and Overview:

The draft minutes of the November 9, 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, NOVEMBER 9, 2020 – 7:03 P.M.**

**SPECIAL NOTICE
Coronavirus COVID-19**

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

CALL TO ORDER: Mayor Jeramy Young

ROLL CALL:

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

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

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

NONE.

2. PRESENTATIONS:

- 2.1:** Service Award for Jose Vasquez, Public Works Superintendent – 5 Years of Service.

Mayor Young and Director Simvoulakis presented a service award to Jose Vasquez, Public Works Superintendent for 5 years of service.

- 2.2:** Turlock Mosquito Abatement District Update - Michael Mitchell.

Michael Mitchell provided an update regarding the Turlock Mosquito Abatement District.

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 October 12, 2020.
- 3.2:** Approve the Warrants Register.
- 3.3:** Appoint Chris Barth to the Parks, Recreation and Entertainment Commission.
- 3.4:** Appoint Alan McFadon and Randy Crooker to the Planning Commission.
- 3.5:** Authorize the Closure of City Hall from December 24, 2020 at Noon through January 1, 2021.
- 3.6:** Approve the Treasurer's Report for September 2020.
- 3.7:** Approve the Treasurer's Quarterly Investment Portfolio Report for September 2020.
- 3.8:** Approval to Contract for Facility Upgrades with Foster Brothers at a total cost of \$43,802.07 and Vortex Industries, Inc., for a Total Cost of \$19,873.60.

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

BAWANAN	HILL	BUCK	CARR	YOUNG
AYE	AYE	AYE	AYE	AYE

4. UNFINISHED BUSINESS:

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

Director Simvoulakis presented the staff report on this item.

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

BAWANAN	HILL	BUCK	CARR	YOUNG
AYE	AYE	AYE	AYE	AYE

- 4.2:** Adopt Resolution No. 2020-67, Awarding the Well No. 7 Replacement Project, Phase IV Bid to Gateway Pacific Construction in the Amount of \$7,895,716 and Authorizing a 10% Construction Contingency and a 10% Set-aside for Construction Management.

Director Simvoulakis presented the staff report on this item.

CARR/HILL 5-0-0-0 motion passes to adopt Resolution No. 2020-67, Awarding the Well No. 7 Replacement Project, Phase IV Bid to Gateway Pacific Construction in the Amount of \$7,895,716 and Authorizing a 10% Construction Contingency and a 10% Set-aside for Construction Management with the following roll call vote:

BAWANAN	HILL	BUCK	CARR	YOUNG
AYE	AYE	AYE	AYE	AYE

- 4.3: A.** Approve Option A of the Bartle Wells Associates Rate Study 2020.

Director Simvoulakis and Michael DeGroot, consultant from Bartle Wells Associates, presented the staff report on this item.

Staff was directed to bring this item back for further consideration at the regular meeting scheduled for November 23, 2020.

No action was taken.

B. Adopt Resolution No. 2020-68, Directing the Finance Department to Pay Off the Current Balance on the Municipal Finance Corporation Loan.

YOUNG/BUCK 5-0-0-0 motion passes to adopt Resolution No. 2020-68, Directing the Finance Department to Pay Off the Current Balance on the Municipal Finance Corporation Loan with the following roll call vote:

BAWANAN	HILL	BUCK	CARR	YOUNG
AYE	AYE	AYE	AYE	AYE

4.4: Approve the City of Hughson's Revised CARES Act Coronavirus Relief Fund Spending Plan.

City Manager Mayhew presented the staff report on this item.

BAWANAN/HILL 5-0-0-0 motion passes to approve the City of Hughson's revised CARES Act Coronavirus Relief Fund Spending Plan with the following roll call vote:

BAWANAN	HILL	BUCK	CARR	YOUNG
AYE	AYE	AYE	AYE	AYE

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

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

Director Simvoulakis presented the staff report on this item.

YOUNG/BUCK 3-2-0-0 motion passes to adopt Resolution No. 2020-55, Adopting a Mitigated Negative Declaration for the Parkwood Hughson Development Project, APNS 018-017-002, -010, - 014 with the following roll call vote:

BAWANAN	HILL	BUCK	CARR	YOUNG
NO	AYE	AYE	NO	AYE

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).

Director Simvoulakis presented the staff report on this item.

YOUNG/BUCK 3-2-0-0 motion passes to 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) with the following roll call vote:

BAWANAN	HILL	BUCK	CARR	YOUNG
NO	AYE	AYE	NO	AYE

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).

Director Simvoulakis presented the staff report on this item.

YOUNG/BUCK 3-2-0-0 motion passes to 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) with the following roll call vote:

BAWANAN	HILL	BUCK	CARR	YOUNG
NO	AYE	AYE	NO	AYE

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.

Director Simvoulakis presented the staff report on this item.

YOUNG/BUCK 3-2-0-0 motion passes to 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 with the following roll call vote:

BAWANAN	HILL	BUCK	CARR	YOUNG
NO	AYE	AYE	NO	AYE

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.

Director Simvoulakis presented the staff report on this item.

YOUNG/BUCK 3-2-0-0 motion passes to 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 with the following roll call vote:

BAWANAN	HILL	BUCK	CARR	YOUNG
NO	AYE	AYE	NO	AYE

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.

Director Simvoulakis presented the staff report on this item.

YOUNG/BUCK 3-2-0-0 motion passes to 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 with the following roll call vote:

BAWANAN	HILL	BUCK	CARR	YOUNG
NO	AYE	AYE	NO	AYE

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

Mayor Young opened the public hearing at 9:05 PM.

YOUNG/HILL 5-0-0-0 motion passes to adjourn and continue this public hearing which was noticed and held on November 9, 2020 to the regular City Council meeting on November 23, 2020 at Hughson Senior Community Center at 7:00 PM, in accordance with California Government Code 54955 and 54955.1 with the following roll call vote:

BAWANAN	HILL	BUCK	CARR	YOUNG
AYE	AYE	AYE	AYE	AYE

6. NEW BUSINESS: NONE

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager Mayhew informed the City Council that the Stanislaus County Board of Supervisors approved a Non-Profit Support Grant Program and is planning to launch a countywide touchless gift card program (StanRAD Card) for use up to \$1 million of Coronavirus Aid Relief.

Deputy City Clerk:

Deputy City Clerk Gose thanked the Mayor and Council on behalf of Planning Commissioner Alan McFadon for his consideration to be appointed to the Planning Commission.

Community Development Director:

Director Simvoulakis provided an update on the housing project referred to as Euclid South.

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 attended a Hughson Chamber of Commerce Board of Director's meeting. He also attended a drive thru crab feed fundraiser, and BBQ fundraiser at Hughson Christian School. He informed the Council and staff that the 2020 Christmas Parade was cancelled by the Hughson Chamber of Commerce. He thanked Jose Vasquez for his five years of service and thanked all City staff for continued service and dedication.

Councilmember Hill attended a Stanislaus County Economic Development Action Committee meeting on November 5, 2020. He attended a BBQ fundraiser at Hughson Christian School. He thanked City staff for continued service and dedication.

Councilmember Buck attended a West Turlock Subbasin GSA meeting on November 5, 2020. He thanked Public Works staff and Police Services for the proactive service approach that was taken for the Trump Rally which was held in Hughson. He thanked City staff for continued remarkable service during the COVID-19 pandemic.

Mayor Pro Tem Carr informed the Council and audience that a Deputy Dennis Wallace Memorial Balloon Release is scheduled for Friday, November 13, 2020.

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

Mayor Young will attend a Stanislaus Council of Governments meeting on November 18, 2020. He acknowledged the results of Measure W on the November 2020 ballot and urged residents to find a financial solution for Hughson Fire Protection Services.

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

ADJOURNMENT:

Motion passes to adjourn the regular meeting of November 9, 2020 at 9:21 PM with the following roll call vote:

BAWANAN	HILL	BUCK	CARR	YOUNG
AYE	AYE	AYE	AYE	AYE

APPROVED:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: November 23, 2020
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Lisa Whiteside, Finance Manager

Approved By:

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

Staff Recommendation:

Approve the Warrants Register as presented.

Background and Overview:

The warrants register presented to the City Council is a listing of all expenditures paid from November 4, 2020 through November 19, 2020.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

Check Report

By Check Number

Date Range: 11/04/2020 - 11/19/2020

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						
01257	1ST SECURITY & SOUND INC	11/05/2020	Regular	0.00	149.85	53446
0170797	Invoice	11/04/2020	MONITORING	0.00	149.85	
00094	AT&T MOBILITY	11/05/2020	Regular	0.00	211.12	53447
287249079959X1...	Invoice	10/19/2020	PHONES	0.00	211.12	
00474	FERGUSON ENTERPRISES, INC	11/05/2020	Regular	0.00	3,593.89	53448
1581758	Invoice	10/30/2020	service parts	0.00	630.06	
1581853	Invoice	10/30/2020	parts well 3 valve	0.00	2,100.69	
1584256	Invoice	10/30/2020	comp mtr	0.00	671.85	
1584352	Invoice	10/30/2020	manhole	0.00	191.29	
00527	GIBBS MAINTENANCE CO	11/05/2020	Regular	0.00	235.00	53449
7822	Invoice	10/31/2020	Janitor Services	0.00	235.00	
00528	GILTON SOLID WASTE MANAGE	11/05/2020	Regular	0.00	1,848.84	53450
HUGHSS-051	Invoice	11/02/2020	STREET SWEEPING-OCT	0.00	1,848.84	
00682	KAISER FOUNDATION HEALTH	11/05/2020	Regular	0.00	5,644.77	53451
INV0004400	Invoice	12/01/2020	MEDICAL SERVICES- DECEMBER	0.00	5,644.77	
00775	MISSION UNIFORM SERVICE	11/05/2020	Regular	0.00	505.73	53452
513370098	Invoice	10/05/2020	MISSION LINEN UNIFORM SERVICE	0.00	37.42	
513370099	Invoice	10/05/2020	MISSION LINEN UNIFORM SERVICE	0.00	118.59	
513375512	Invoice	09/29/2020	MISSION LINEN UNIFORM SERVICE	0.00	37.29	
513418989	Invoice	10/12/2020	MISSION LINEN UNIFORM SERVICE	0.00	37.42	
513418991	Invoice	10/12/2020	MISSION LINEN UNIFORM SERVICE	0.00	56.89	
513464456	Invoice	10/19/2020	MISSION LINEN UNIFORM SERVICE	0.00	37.42	
513464457	Invoice	10/19/2020	MISSION LINEN UNIFORM SERVICE	0.00	56.89	
513467888	Invoice	10/12/2020	MISSION LINEN UNIFORM SERVICE	0.00	29.50	
513509537	Invoice	10/26/2020	MISSION LINEN UNIFORM SERVICE	0.00	37.42	
513509539	Invoice	10/26/2020	MISSION LINEN UNIFORM SERVICE	0.00	56.89	
00879	PG & E	11/05/2020	Regular	0.00	91.94	53453
INV0004401	Invoice	10/25/2020	UTILITIES	0.00	91.94	
00914	QUICK N SAVE	11/05/2020	Regular	0.00	118.09	53454
1011301	Invoice	11/03/2020	BLANKET P.O. QUICK N SAVE	0.00	93.08	
1017770	Invoice	10/27/2020	BLANKET P.O. QUICK N SAVE	0.00	25.01	
00931	RAY A. MORGAN COMPANY	11/05/2020	Regular	0.00	718.73	53455
28062569	Invoice	10/26/2020	LEASE	0.00	718.73	
01040	STANISLAUS COUNTY SHERIFF	11/05/2020	Regular	0.00	63,196.25	53456
2021-HPS03	Invoice	10/08/2020	LAW ENFORCEMENT SERVICES- OCT	0.00	63,196.25	
01110	TESCO CONTROLS, INC	11/05/2020	Regular	0.00	9,987.49	53457
0071778-IN	Invoice	10/30/2020	service wwtp	0.00	4,856.82	
0071782-IN	Invoice	10/30/2020	tesco service well 8	0.00	2,041.82	
0071784-IN	Invoice	10/30/2020	VFD Lift Station	0.00	3,088.85	
01149	TURLOCK IRRIGATION DIST.	11/05/2020	Regular	0.00	84.60	53458
INV0004399	Invoice	10/15/2020	Electric	0.00	84.60	
01155	UNDERGROUND SERVICE ALERT OF NORTHERN C/	11/05/2020	Regular	0.00	183.70	53459
2020117988	Invoice	07/22/2020	Membership Fee	0.00	183.70	

Check Report

Date Range: 11/04/2020 - 11/19/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01176	USA BLUE BOOK	11/05/2020	Regular	0.00	84.43	53460
389325	Invoice	10/30/2020	lab	0.00	84.43	
01264	VERIZON WIRELESS	11/05/2020	Regular	0.00	456.12	53461
9865659351	Invoice	10/24/2020	MIFI DEVICES/ CAMERAS	0.00	152.04	
9865659352	Invoice	10/24/2020	MIFI DEVICES/ CAMERAS	0.00	228.06	
9865659353	Invoice	10/24/2020	TABLETS FOR SCADA	0.00	76.02	
01206	WARDEN'S OFFICE	11/05/2020	Regular	0.00	30.18	53462
2040902-0	Invoice	11/03/2020	MISC OFFICE SUPPLIES	0.00	30.18	
01225	WILLDAN ENGINEERING	11/05/2020	Regular	0.00	5,515.00	53463
333353	Invoice	10/23/2020	ENGINEERING SERVICES	0.00	3,465.00	
333355	Invoice	10/23/2020	Walker Place Apartments	0.00	450.00	
333365	Invoice	10/23/2020	Walker Ln CDBG Sidewalk Project	0.00	1,600.00	
00104	AYERA TECHNOLOGIES INC.	11/05/2020	Regular	0.00	252.00	53469
227866	Invoice	09/01/2020	Blanket PO	0.00	84.00	
233593	Invoice	10/01/2020	Blanket PO	0.00	84.00	
239483	Invoice	11/01/2020	Blanket PO	0.00	84.00	
00528	GILTON SOLID WASTE MANAGE	11/05/2020	Regular	0.00	43,565.97	53470
INV0004431	Invoice	10/01/2020	GARBAGE SERVICE- OCTOBER	0.00	43,565.97	
00546	GRANITE TELECOMMUNICATION	11/05/2020	Regular	0.00	1,410.85	53471
502270638	Invoice	11/01/2020	PHONES	0.00	1,410.85	

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	42	21	0.00	137,884.55
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
	42	21	0.00	137,884.55

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	42	21	0.00	137,884.55
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
	42	21	0.00	137,884.55

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	11/2020	137,884.55
			137,884.55



Hughson

Refund Check Register

Refund Check Detail

UBPKT01493 - Refunds 01 UBPKT01492 Adjustment Mass

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
10-0260-004	CHINCHILLA, CHRISTINA/MIC	11/5/2020	53464	3.80			3.80	Generated From Billing
11-2210-004	PICHARDO, ABEL	11/5/2020	53465	76.09			76.09	Generated From Billing
12-0090-005	Swearingen, Terri L.	11/5/2020	53466	91.17			91.17	Generated From Billing
12-1300-001	MENDONCA, LOUIE	11/5/2020	53467	88.35			88.35	Generated From Billing
15-3810-004	GAARDE, LINDSAY	11/5/2020	53468	88.96			88.96	Generated From Billing
Total Refunds: 5			Total Refunded Amount:	348.37				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	348.37
Revenue Total:	348.37

General Ledger Distribution


Posting Date: 11/03/2020

	Account Number	Account Name	Posting Amount	IFT
Fund:	510 - WATER/SEWER DEPOSIT			
	510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	-348.37	Yes
	510-11040	CUSTOMER CREDITS	348.37	
	510 Total:		0.00	
Fund:	999 - POOLED CASH/CONSOLIDATED CASH			
	999-10010	CASH IN BANK-MONEY MARKET	-348.37	
	999-20000	DUE TO OTHER FUNDS (POOLED CASH)	348.37	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



CITY COUNCIL AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: November 23, 2020
Subject: Approval of the Treasurer's Report for October 2020
Presented By: Crystal Aguilar, Treasurer
Approved By: 

Staff Recommendation:

Review and approve the City of Hughson Treasurer's Report for October 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 October 2020, the City of Hughson has a cash and investment balance total of \$20,970,159 with \$2,872,233 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 October 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 October 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 October 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 (\$29,800) reflecting a negative difference of \$16,878 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 (\$867,936), which is a negative difference of \$1,338,972 from the previous year. This deficit is attributable to Well 7 Replacement Project reimbursements not yet received from the State of California.

Fiscal Impact:

As of October 2020, the City's cash, and investments total \$20,970,159. This compares to an October 2019 balance of \$19,896,181 and represents an increase of \$1,073,978.

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

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	\$ 17,340,466.15	\$ 928,381.27	\$ -	\$ 18,268,847.42
Adjustment	\$ (611.46)	\$ 1,623.81		
Outstanding Deposits +	\$ 73,037.60	\$ -	\$ -	\$ 73,037.60
Outstanding Checks/transfers -	\$ (193.12)	\$ (243,765.82)	\$ -	\$ (243,958.94)
ADJUSTED TOTAL	\$ 17,412,699.17	\$ 686,239.26	\$ -	\$ 18,097,926.08
Investments: Various				\$ 1,153,844.96
Multi-Bank WWTP				\$ 1,633,685.32
Investments: L.A.I.F.		\$ 42,418.67	\$ 42,283.75	\$ 84,702.42

General Ledger Adjustments

Wages Payable

TOTAL CASH & INVESTMENTS \$ 20,970,158.78

<u>Books - All Funds</u>	<u>October 2019</u>	<u>October 2020</u>	<u>Difference</u>	<u>% of Variance</u>
100 GENERAL FUND	2,352,965.91	2,753,828.10	400,862.19	17.04%
105 GENERAL FUND CONTINGENCY RESERVE	973,990.78	976,727.86	2,737.08	0.28%
110 FIXED ASSESTS	-	-	0.00	n/a
210 SEWER	3,115,682.87	2,844,417.67	-271,265.20	-8.71%
215 SEWER FIXED ASSET REPLACEMENT	4,517,723.22	4,759,222.37	241,499.15	5.35%
220 SEWER DEV IMPACT FEE	1,676,800.95	1,864,527.92	187,726.97	11.20%
225 WWTP Expansion 2008	337,215.35	392,381.00	55,165.65	16.36%
240 WATER	1,708,786.79	2,482,093.60	773,306.81	45.25%
245 Water TCP123	(5,355.30)	(5,464.47)	-109.17	-2.04%
250 WATER DEV IMPACT FEE	(64,664.46)	5,582.10	70,246.56	108.63%
255 Water Fixed Asset Replacement	471,036.07	(867,936.30)	-1,338,972.37	-284.26%
270 COMMUNITY/SENIOR CENTER	9,605.63	7,966.81	-1,638.82	-17.06%
280 U.S.F. Resource Com. Center	(434.15)	(1,392.91)	-958.76	-220.84%
310 Garbage/Refuse	131,423.72	111,921.66	-19,502.06	-14.84%
320 GAS TAX 2103	138,408.53	157,851.40	19,442.87	14.05%
321 GAS TAX 2105	49,630.67	68,310.42	18,679.75	37.64%
322 GAS TAX 2106	6,170.44	9,094.61	2,924.17	47.39%
323 GAS TAX 2107	38,918.12	48,431.43	9,513.31	24.44%
324 GAS TAX 2107.5	2,422.14	3,422.14	1,000.00	41.29%
325 Measure L SALES TAX-ROADS	182,241.61	440,503.15	258,261.54	141.71%
326 SB-1 ROADS MAINTENANCE REHABILITATION	211,586.11	219,106.42	7,520.31	3.55%
340 LANDSCAPE LIGHTING DISTRICT	(5,665.43)	(8.59)	5,656.84	99.85%
350 BENEFIT ASSESMENT DISTRICT	(697.49)	(2.67)	694.82	99.62%
360 COMMUNITY FACILITIES DISTRICT	-	-	0.00	#DIV/0!
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	138,084.28	154,357.37	16,273.09	11.78%
371 TRENCH CUT FUND	77,516.70	3,093.60	-74,423.10	-96.01%
372 IT RESERVE	92,816.37	100,859.48	8,043.11	8.67%
373 SELF-INSURANCE	73,303.49	73,303.49	0.00	0.00%
374 DIABILITY ACCESS AND EDUCATION	1,333.58	1,508.10	174.52	13.09%
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	22,660.86	31,270.20	8,609.34	37.99%
384 SUPPLEMENTAL LAW ENFORCEMENT SERVICE I	281,937.97	313,174.88	31,236.91	11.08%
385 FEDERAL FUNDED OFFICER FUND	6,620.00	6,620.00	0.00	0.00%
390 98-EDBG-605 BUSINESS ASSISTANCE	93,595.60	93,595.60	0.00	0.00%
391 96-EDBG-438 Grant	403.43	403.43	0.00	0.00%
392 94-STBG-799 HOUSING REHAB	225,289.72	227,545.82	2,256.10	1.00%
393 HOME Program Grant (FTHB)	35,043.29	35,043.29	0.00	0.00%
394 96-STBG-1013 Grant	210,518.89	211,095.49	576.60	0.27%
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)	(29,799.66)	-16,878.18	-130.62%
450 STORM DRAIN DEV IMPACT FEE	450,079.78	500,616.62	50,536.84	11.23%
451 PUBLIC FACILITY DEV IMPACT FEE	1,328,340.02	1,393,930.85	65,590.83	4.94%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	(22,468.36)	63,752.76	86,221.12	383.74%

453 PARK DEV IMPACT FEE	497,061.58	535,419.68	38,358.10	7.72%
454 PARKLAND IN LIEU	386,348.12	418,470.72	32,122.60	8.31%
510 WATER/SEWER DEPOSIT	65,989.92	76,794.27	10,804.35	16.37%
520 RDA SUCCESSOR AGENCY	157,550.62	219,114.54	61,563.92	39.08%
521 RDA FIXED ASSETS	-	-	0.00	n/a
530 LANDSCAPE LIGHTING DISTRICT	-	7,135.03	7,135.03	n/a
531 LANDSCAPE LIGHTING DISTRICT	-	47,452.43	47,452.43	n/a
532 LANDSCAPE LIGHTING DISTRICT	-	23,847.12	23,847.12	n/a
533 LANDSCAPE LIGHTING DISTRICT	-	31,886.29	31,886.29	n/a
534 LANDSCAPE LIGHTING DISTRICT	-	(38,011.85)	-38,011.85	n/a
535 LANDSCAPE LIGHTING DISTRICT	-	7,925.34	7,925.34	n/a
536 LANDSCAPE LIGHTING DISTRICT	-	16,943.12	16,943.12	n/a
537 LANDSCAPE LIGHTING DISTRICT	-	(50,272.16)	-50,272.16	n/a
538 LANDSCAPE LIGHTING DISTRICT	-	(27,731.78)	-27,731.78	n/a
539 LANDSCAPE LIGHTING DISTRICT	-	25,166.08	25,166.08	n/a
540 LANDSCAPE LIGHTING DISTRICT	-	41,905.97	41,905.97	n/a
541 LANDSCAPE LIGHTING DISTRICT	-	28,505.69	28,505.69	n/a
542 LANDSCAPE LIGHTING DISTRICT	-	3,261.12	3,261.12	n/a
543 LANDSCAPE LIGHTING DISTRICT	-	(699.79)	-699.79	n/a
550 BENEFIT ASSESMENT DISTRICT	-	65,342.57	65,342.57	n/a
551 BENEFIT ASSESMENT DISTRICT	-	9,765.68	9,765.68	n/a
552 BENEFIT ASSESMENT DISTRICT	-	112,939.59	112,939.59	n/a
553 BENEFIT ASSESMENT DISTRICT	-	(888.24)	-888.24	n/a
554 BENEFIT ASSESMENT DISTRICT	-	44,361.05	44,361.05	n/a
555 BENEFIT ASSESMENT DISTRICT	-	(1,151.15)	-1,151.15	n/a
560 BENEFIT ASSESMENT DISTRICT	-	15,054.50	15,054.50	n/a
Developer Impact Fees ***	4,003,233.79	4,518,187.30	514,953.51	
TOTAL ALL FUNDS:	19,896,180.52	20,970,158.78	1,073,978.26	
Break Down of Impact Fees ***				
220 SEWER DEV IMPACT FEE	1,676,800.95	\$1,864,527.92	187,726.97	11.20%
250 WATER DEV IMPACT FEE	-64,664.46	\$5,582.10	70,246.56	108.63%
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	138,084.28	\$154,357.37	16,273.09	11.78%
450 STORM DRAIN DEV IMPACT FEE	450,079.78	\$500,616.62	50,536.84	11.23%
451 PUBLIC FACILITY DEV IMPACT FEE	1,328,340.02	\$1,393,930.85	65,590.83	4.94%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	-22,468.36	\$63,752.76	86,221.12	383.74%
453 PARK DEV IMPACT FEE	497,061.58	\$535,419.68	38,358.10	7.72%
Break Down of Impact Fees ***	4,003,233.79	4,518,187.30	514,953.51	12.86%

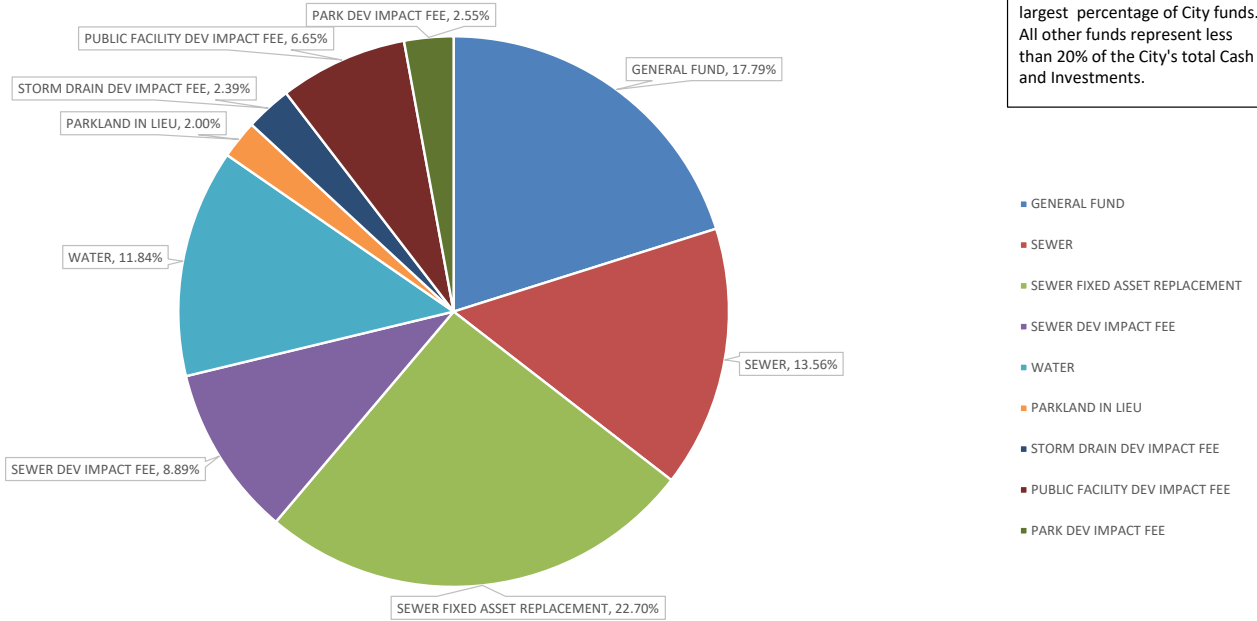
I hereby certify that the investment activity for this reporting period conforms with the Investment Policy adopted by the Hughson City Council, and the California Government Code Section 53601. I also certify that there are adequate funds available to meet the City of Hughson's budgeted and actual expenditures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

Crystal Aguilar, Treasurer

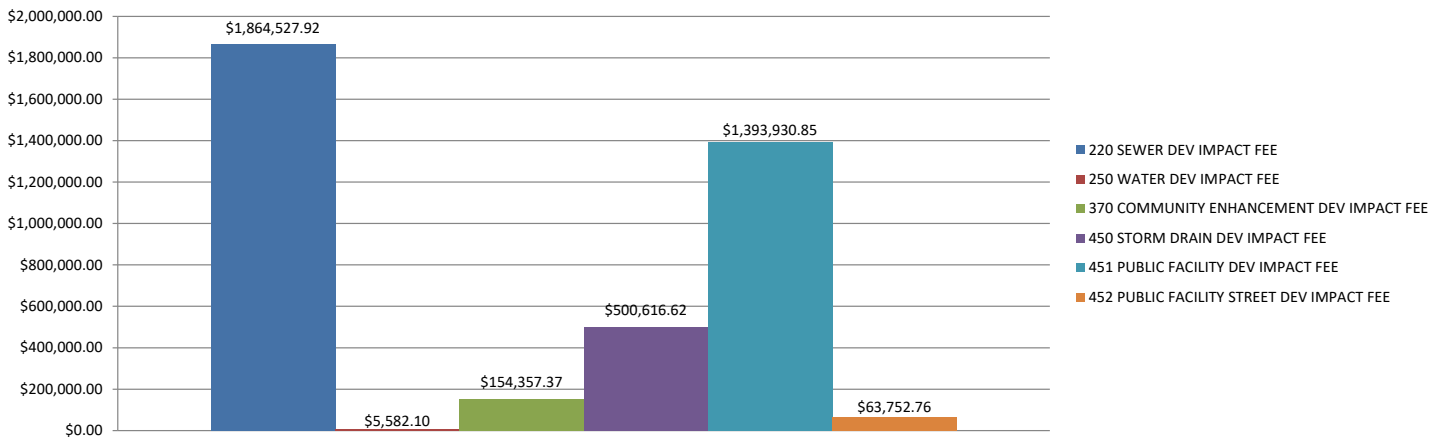
Date

Treasurer's Report - Charts and Graphs October 2020

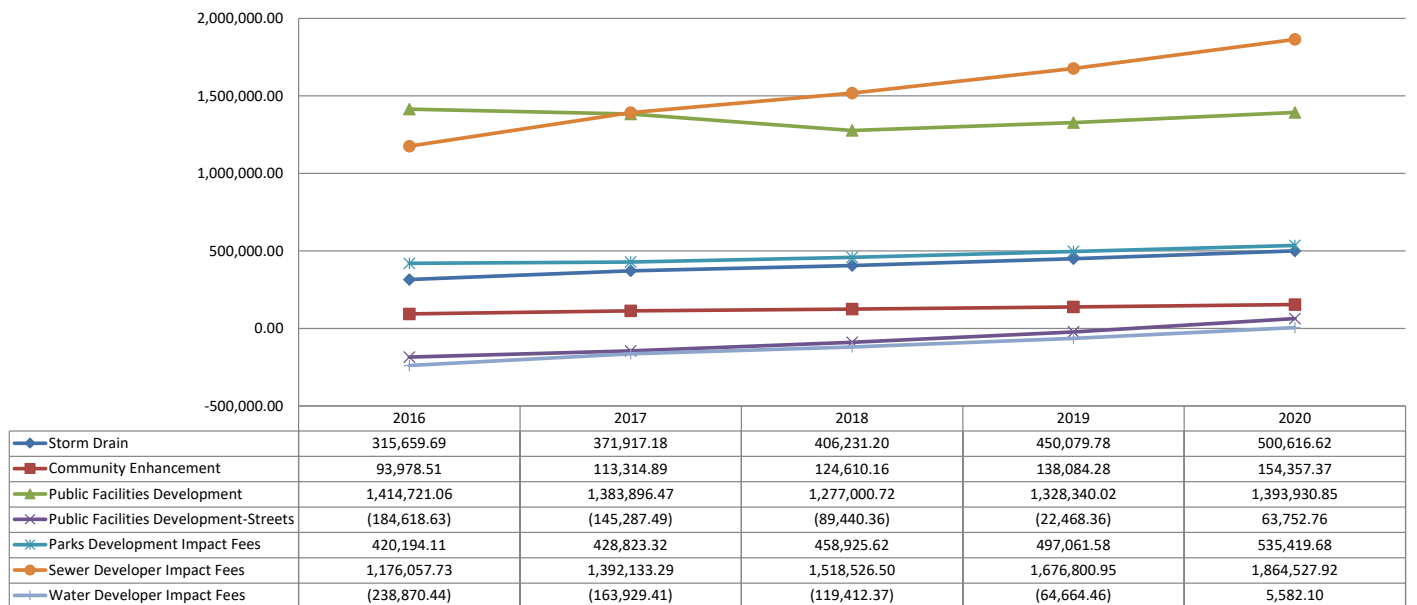
Percentage of Fund - October 2020



October 2020 Breakdown of Developer Impact Fees



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





CITY COUNCIL AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: November 23, 2020
Subject: Adopt Resolution No. 2020-70, Approving the Final Parcel Map for Vesting Tentative Parcel Map No. 18-01
Presented By: Lea C. Simvoulakis, Community Development Director
Approved By: Merry Mayhew

Staff Recommendation:

Adopt Resolution No. 2020-70, approving the Final Parcel Map for Vesting Tentative Parcel Map No. 18-01.

Background and Overview:

On July 9, 2018, the Hughson City Council adopted Resolution No. 2018-31 approving with conditions of Vesting Tentative Parcel Map No. 18-01 to facilitate the Walker Place Apartment Project. This project is a 20-unit apartment complex with two buildings, ten units each, located at the southeast corner of 2nd Street and Walker Lane. The current parcel (018-034-063) is approximately 1.81 acres and has frontages on both Walker Lane and Locust street. The Final Parcel Map will subdivide the property into two parcels. The project site will be on the .77-acre site and will front Walker Lane. The remaining parcel will be 1.04 acres and will have access off Locust Street.

Discussion:

City staff has worked with the developer Ulrich Real Estate, Inc., and Envision Northwest to complete all necessary conditions prior to the acceptance of the Final Parcel Map. The developer has submitted for acceptance the Final Parcel Map consistent with the approved Tentative Map.

The Final Map has been examined and checked for compliance with the Hughson Municipal Code and the California Subdivision Map Act. The City Engineer has determined that the Final Map and the location and configuration of the lots created by this map substantially comply with the previously approved Tentative Parcel Map.

In accordance with the Subdivision Map Act, Section 66474.1, "A legislative body shall not deny approval of a final or parcel map if it has previously approved a tentative map for the proposed subdivision and it finds that the tentative map is in substantial compliance with the previously approved tentative map."

The Developer has submitted building plans and improvement plan for review. It is anticipated that the review will be complete by the end of the month and a building permit will be issued in December 2020.

Fiscal Impact:

There is no direct fiscal impact associated with the acceptance of the Final Parcel Map.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-70**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
THE FINAL PARCEL MAP FOR VESTING TENTATIVE PARCEL MAP NO. 18-01**

WHEREAS, on July 9, 2018 the Hughson City Council adopted Resolution No. 2018-31 approving a Tentative Parcel Map No. 18-01 for the purpose of dividing a single parcel, APN No. 018-034-063 into two separate parcels; and

WHEREAS, Ulrich Real Estate, Inc. in partnership with Envision Northwest has requested approval of the Final Parcel Map for purposes of constructing an apartment complex, consisting of two buildings each with 10 units each; and

WHEREAS, in accordance with the Subdivision Map Act section 66474.1: "A legislative body shall not deny approval of a final or parcel map if it has previously approved a tentative map for the proposed subdivision and it finds that the tentative map is in substantial compliance with the previously approved tentative map"; and

WHEREAS, the final parcel map has been reviewed by the City Engineer and found to be in compliance with the tentative map approved by the City Council on July 9, 2016.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Hughson approves the Final Parcel Map No. 2018-01.

PASSED AND ADOPTED by the City Council of the City of Hughson at the regularly scheduled meeting on this 23rd day of November 2020 by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

JERAMY YOUNG, Mayor,

ATTEST:

ASHTON GOSE, Deputy City Clerk

OWNER'S STATEMENT

WE, THE UNDERSIGNED HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT TITLE, OR INTEREST OF RECORD IN THE LAND SHOWN ON THIS MAP, AND WE CONSENT TO THE MAKING AND FILING OF THIS MAP, IN THE OFFICE OF THE COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA.

OWNER: WILL STREETER AND ORALIA M. STREETER, TRUSTEES OF THE WILL AND ORALIA STREETER FAMILY TRUST DATED 10-28-2004

PRINT NAME _____ DATE _____

TITLE _____

NOTARY STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ }
COUNTY OF _____ }

ON _____ BEFORE ME, _____ A NOTARY PUBLIC,
(DATE)

PERSONALLY APPEARED _____
(NAME OF SIGNER)

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

_____, NOTARY PUBLIC

PRINT NAME: _____

COMMISSION EXPIRES: _____

PRINCIPAL OFFICE LOCATION (COUNTY): _____

TAX COLLECTOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THERE ARE NO LIENS FOR ANY UNPAID STATE, COUNTY, SCHOOL, MUNICIPAL, OR IRRIGATION TAXES, OR SPECIAL ASSESSMENTS, EXCEPT SPECIAL ASSESSMENTS OR TAXES NOT YET PAYABLE AGAINST THE LAND SHOWN ON THIS MAP.

(APN. 018-034-063)

AS TO STATE, COUNT, SCHOOL, OR MUNICIPAL TAXES:

DATED THIS _____ DAY OF _____, 20____.

GORDON B. FORD

COUNTY TAX COLLECTOR

BY: _____, DEPUTY
PRINT NAME

PARCEL MAP #2020-01

CITY OF HUGHSON

BEING A SUBDIVISION OF A PORTION THE NE $\frac{1}{4}$ OF THE
SE $\frac{1}{4}$ OF SECTION 9, T. 4 S., R.10 E., M.D.B.&M.

CITY OF HUGHSON
STANISLAUS COUNTY, CALIFORNIA
SEPTEMBER 2018



1165 Scenic Drive, Suite B
Modesto, CA 95350
Ph 209.571.1765 odellengineering.com

CLERK OF THE BOARD OF SUPERVISOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE OWNERS OF THE PROPERTY SHOWN ON THE ACCOMPANYING MAP HAVE FILED WITH THE BOARD OF SUPERVISORS: (CHECK ONE)

A. A BOND OR DEPOSIT APPROVED BY SAID BOARD TO SECURE THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH ARE AT THE TIME OF FILING THIS MAP, A LIEN AGAINST SAID PROPERTY OR ANY PART THEREOF.

B. RECEIPTED TAX BILL OR BILLS OR SUCH OTHER EVIDENCE AS MAY BE REQUIRED BY SAID BOARD SHOWING FULL PAYMENT OF ALL APPLICABLE TAXES.

DATED THIS _____ DAY OF _____, 2020.

ELIZABETH A. KING
CLERK OF THE BOARD OF SUPERVISORS

BY: _____, DEPUTY
PRINT NAME

CITY CLERKS STATEMENT

I, ASHTON GOSE, CITY CLERK OF THE CITY OF HUGHSON, STANISLAUS COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF HUGHSON ON THE _____ DAY OF _____ 2020, APPROVED THIS PARCEL MAP BY RESOLUTION NUMBER _____.

VICINITY MAP

N.T.S.



SURVEYOR'S STATEMENT

I, DYLAN CRAWFORD, HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA, THAT THIS MAP, CONSISTING OF 3 SHEETS, CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION IN SEPTEMBER, 2018, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET ON OR BEFORE FEBRUARY 2021, AND THAT SAID MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ DAY OF _____, 2020.

DYLAN CRAWFORD, P.L.S. 7788



PLANNING COMMISSION CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PARCEL MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS SHOWN ON THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION ON THE _____ DAY OF _____ 20____, AND CONFIRMED BY THE CITY COUNCIL BY THE RESOLUTION NUMBER _____, DULY ADOPTED ON THE _____ DAY OF _____, 20____, THAT THIS PARCEL MAP COMPLIES WITH ALL REQUIREMENTS OF SAID PLANNING COMMISSION.

DATED THIS _____ OF _____, 20____.

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE ACCOMPANYING FINAL MAP, THAT THE SUBDIVISION IS SHOWN SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND THE MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2020.

PETER REI, CITY ENGINEER RE #49623
CITY ENGINEER

CITY LAND SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE ACCOMPANYING FINAL MAP AND THAT THE MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2020.

PETER REI, CITY LAND SURVEYOR
P.L.S. NO. 5963

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2020, AT _____ M.
IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, STANISLAUS COUNTY RECORDS,
AT THE REQUEST OF WILL STREETER AND ORALIA M. STREETER, TRUSTEES OF THE WILL
AND ORALIA STREETER FAMILY TRUST DATED 10-28-2004

FEE: \$ _____

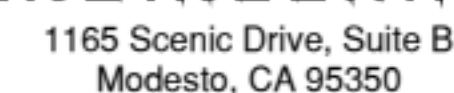
INFO NO. _____

LEE LUNDRIGAN BY: _____
COUNTY RECORDER DEPUTY RECORDER

BY: _____
PRINT NAME

CITY OF HUGHSON

CITY OF HUGHSON
STANISLAUS COUNTY, CALIFORNIA
SEPTEMBER 2018 SCALE 1" = 80'



Ph 209.571.1765 odellengineering.com

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES,
UNLESS OTHERWISE NOTED.

ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.

FD	FOUND
IP	IRON PIPE--DIAMETER NOTED
(M)	MEASURED
PCL	PARCEL
PM	PARCEL MAP
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL LINE
SFN	SEARCHED, FOUND NOTHING
(T)	TOTAL

STANISLAUS COUNTY RECORDS

(R1) PARCEL MAP(1991); 44-PM-20
(R2) PARCEL MAP(1976); 22-PM-46
(R3) PARCEL MAP(1976); 22-PM-45
(R4) RECORD OF SURVEY(1981); 15-RS-67
(R5) RECORD OF SURVEY(1976); 14-RS-19
(R6) RECORD OF SURVEY(1975); 13-RS-89

- SET 3/4" IRON PIPE W/ PLASTIC PLUG "LS 7788"
- FOUND MONUMENT AS NOTED

ADJACENT PROPERTY LINE/RIGHT-OF-WAY LINE

CENTER LINE

EASEMENT LINE

NEW PARCEL LINE

THE BEARING OF N88°59'30"W FOR THE CL OF LOCUST STREET AS SHOWN ON THAT RECORD OF SURVEY FILED IN BOOK 14 OF SURVEYS, AT PAGE 19, STANISLAUS COUNTY RECORDS.

PARCEL MAP 2020-01

CITY OF HUGHSON

BEING A SUBDIVISION OF A PORTION THE NE $\frac{1}{4}$ OF THE
SE $\frac{1}{4}$ OF SECTION 9, T. 4 S., R. 10 E., M.D.B.&M.

CITY OF HUGHSON
STANISLAUS COUNTY, CALIFORNIA
SEPTEMBER 2018 SCALE 1" = 40'

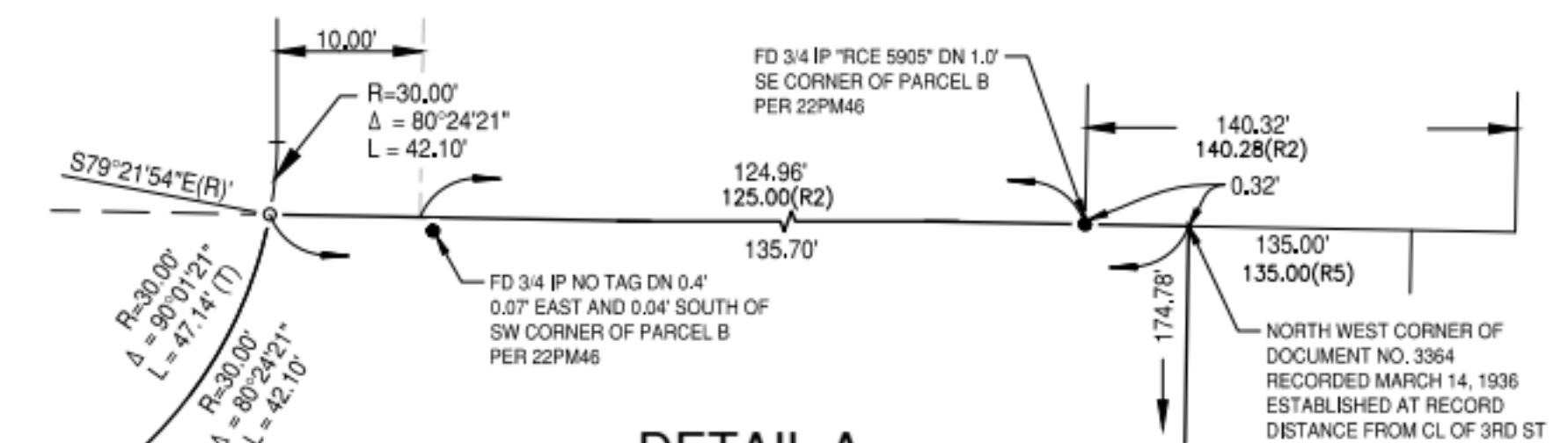
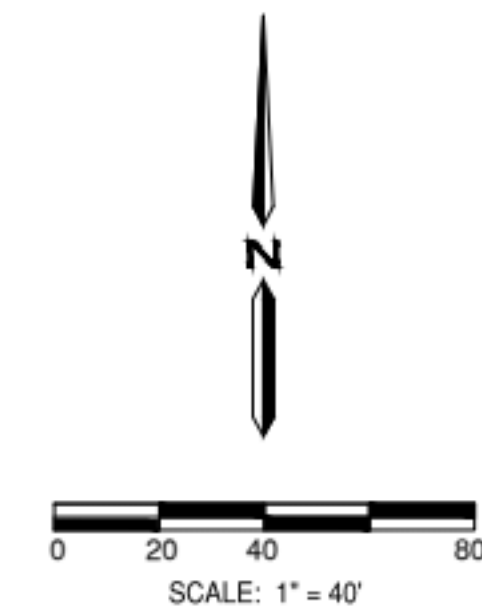
O'DELL
ENGINEERING

1165 Scenic Drive, Suite B
Modesto, CA 95350
Ph 209.571.1765 odellengineering.com

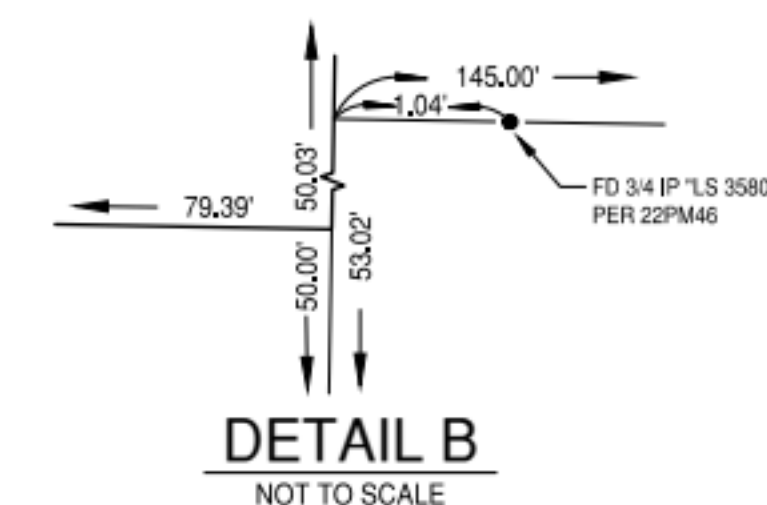
NOTES

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES,
UNLESS OTHERWISE NOTED.

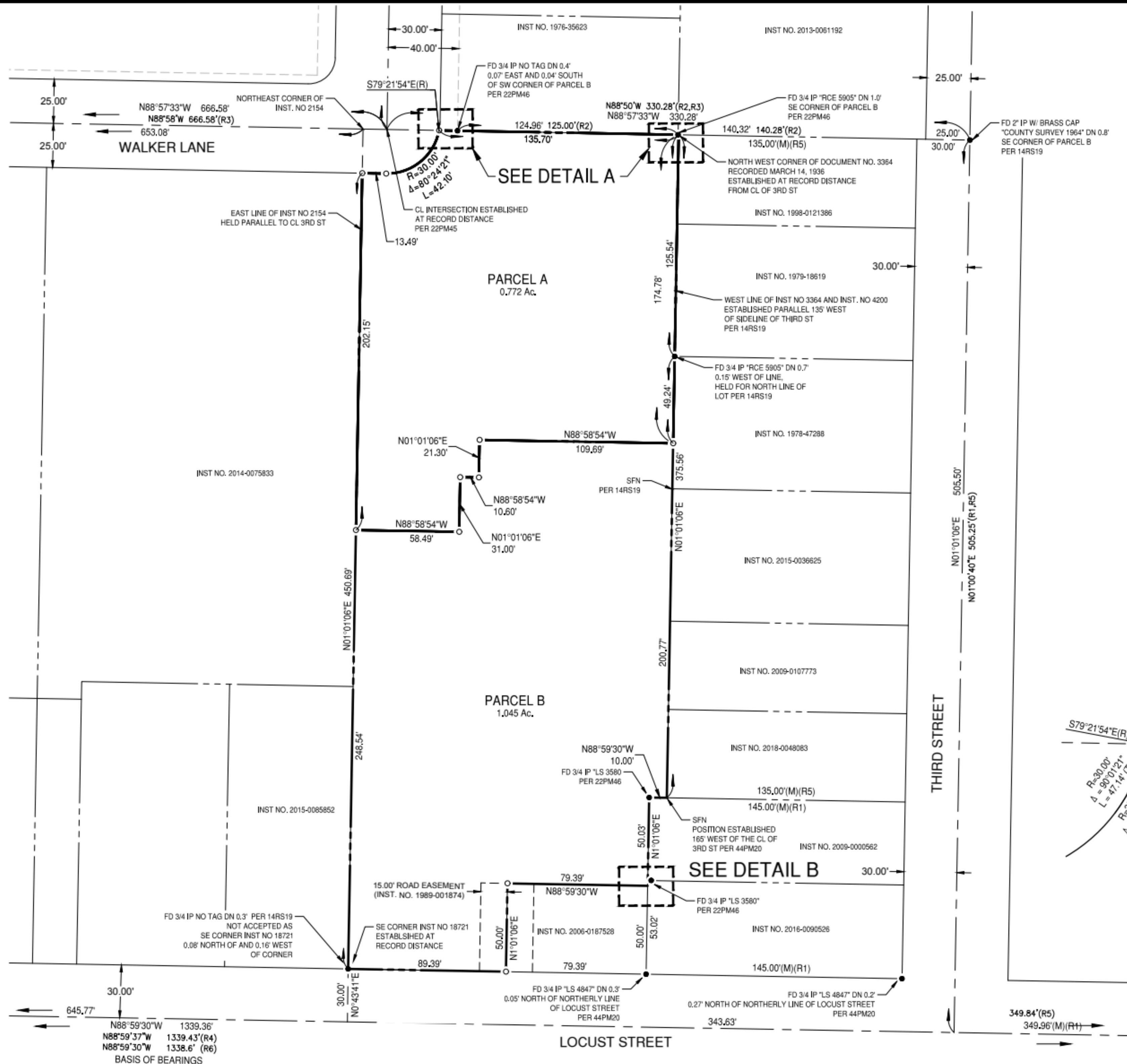
ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.



DETAIL A
NOT TO SCALE



DETAIL B
NOT TO SCALE





CITY COUNCIL AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: November 23, 2020
Subject: Waive the Second Reading and Adopt Ordinance No 2020-06, Adopting the Development Agreement By and Between the City of Hughson and Parkwood Hughson, LLC
Enclosure: Development Agreement
Presented By: Lea Simvoulakis, Community Development Director

Approved By: 

Staff Recommendation:

Staff recommends that the Council waive the second reading and adopt Ordinance No. 2020-06, Adopting the Development Agreement By and Between the City of Hughson and Parkwood Hughson, LLC.

Discussion:

On November 9, 2020, the City Council voted 3-2-0 (Bawanan and Carr voting no) to approve the following recommendations for the Parkwood Development Project:

- 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.

The public hearing for this item was opened on September 14, 2020 and public comment was heard on this item. The public hearing was reopened on October 12, 2020 and closed and opened again on November 9, 2020 and reclosed. At the November 9, 2020 City Council meeting the Council voted to approve and waive the first reading of the Development Agreement Ordinance. Now that the first reading has been waived and a public hearing held, the Council may now waive the Second Reading and Adopt Ordinance No. 2020-06, Adopting the Development Agreement By and Between the City of Hughson and Parkwood Hughson, LLC.

Parkwood Public Hearing Synopses:

On July 21, 2020, the Hughson Planning Commission held a public hearing for the Parkwood Subdivision Project. 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 meeting, the Planning 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.

At the September 14, 2020 Hughson City Council meeting, a public hearing for the Parkwood Subdivision Project was held. After staff and public comment was received, and a discussion was held amongst the Councilmembers, the Mayor made a motion to continue the item until the October 12, 2020 meeting so that staff could continue to research areas of concern and provide more information to the Council at a later meeting. The Council voted 4-1-0 (Councilmember Bawanan voting no) to continue the item until the October 12, 2020 meeting.

At the October 12, 2020 meeting staff again made a presentation to the Council to address items of concern noted at the previous meeting. The Council discussed the project and identified their issues of concern and support. Councilmember Buck indicated that if a bridge were to be proposed from Hatch Road into the project, there would be more support for the project. The Mayor asked the developer to respond to this comment. The developer offered to put in a bridge from Hatch Road with two conditions: a 50% credit in Street Development Impact fees and that the bridge would commence on or before the issuance of the 150th Certificate of Occupancy. The City Attorney suggested that the meeting be continued until the Development

Agreement could be modified to include the construction of the bridge and any other terms associated with this offer. A motion was made to continue the meeting until November 9, 2020 so that the Development Agreement could be modified. The motion passed with a 4-1-0 vote (Councilmember Bawanan voting no) to continue the meeting and allow for modifications to the Development Agreement be made before a vote on the project was taken.

Changes to the Development Agreement

The following changes have been made to the Development Agreement:

- Section 6.04 – Modified to include Section 6.04(e)(i) which addresses the credits and provides a trigger on construction (Page 19 of DA)
- Exhibit E – “Conditions of Approval” – New Condition #40 added to address construction timeline and credit (Conditions of Approval updated accordingly)
- Exhibit F – “Fees” – Have been updated to reflect the 50% “Streets Fee” credit related to the Rubirosa/Hatch Road connection.

As noted above, the Council voted to waive the first reading of the ordinance on November 9, 2020. The ordinance approving the Development Agreement takes effect 30 days from the November 23, 2020 meeting.

Fiscal Impact

The Development Agreement outlines the below fees to be collected per unit in the development.

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	\$2,050.50
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	\$34,410.50

The Developer will be required to pay \$34,410.50 per home in impact fees. The total Development Impact Fees collected for the 299 homes will be \$10,288,739.

**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 continued again to the November 9, 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 November 9, 2020 and by a majority 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:

APPROVED:

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
November 23, 2020**

TABLE OF CONTENTS

ARTICLE	Page
1. DEFINITIONS	6
2. EXHIBITS AND RECITALS	9
3. GENERAL PROVISIONS	9
4. CONFLICTS OF LAW	13
5. DEVELOPMENT OF THE SUBJECT PROPERTY	13
6. FEES, CREDITS, DEDICATIONS, AND INFRASTRUCTURE IMPROVEMENTS	18
7. CITY FINANCE DISTRICTS	25
8. DEFAULT, REMEDIES AND TERMINATION	26
9. MISCELLANEOUS PROVISIONS	28
 EXHIBIT A-1	 Vicinity Map
EXHIBIT A-2	Legal Description
EXHIBIT A-3	Legal Description Exhibit
EXHIBIT B	DA Ordinance
EXHIBIT C	Approved Entitlements
EXHIBIT D	Assignment and Assumption Agreement
EXHIBIT E	Conditions of Approval/Mitigation Monitoring & Reporting Program
EXHIBIT F	Development Impact Fees
EXHIBIT G	Water Sewer and Storm Drainage
EXHIBIT H	Street Cross Sections
EXHIBIT I	Park Amenities
EXHIBIT J-1 & J2	Development Standards
EXHIBIT K	Vesting Tentative Subdivision Map

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 August 18, 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 November 9, 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. 2020-06, to approve this Agreement.

M. On November 23, 2020, the City Council conducted the second reading and adopted Ordinance No. 2020-06, approving and authorizing the execution of the Agreement. The ordinance is effective on December 23, 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. 2020-06 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. 2020-06, i.e., December 23, 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.)

1.09. “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.

1.10. “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.

1.11. “Costs of the Infrastructure Improvements” means the right-of-way costs and eligible costs for construction, alteration, demolition and installation of the Infrastructure Improvements.

1.12. “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.

1.13. “Developer” means the Parkwood Hughson, LLC, and any successor-in-interest, or future Assignees.

1.14. “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.

1.15. “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.

1.16. “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. 2020060271) certified by City Council Resolution No. 2020-55 on November 9, 2020.

1.17. “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.

1.18. “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.

1.19. “General Plan” shall mean the City of Hughson General Plan of December 12, 2005.

1.20. “Infrastructure Improvements” means the improvements required to be constructed per the project approvals.

1.21. “Project” means the permitted densities, intensities and uses of the Subject Property as depicted on the Project Approvals, and in the Approved Entitlements.

1.22. “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.

1.23. “Property Owner” means Parkwood Hughson, LLC.

1.24. “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.

1.25. “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: Triebisch & Frampton, APC Attorneys at Law
Robert E. Triebisch
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 zoning ordinance;
- (e) City subdivision ordinance;
- (f) Rules and Regulations; and
- (g) 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 Project’s 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 Way.

(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 in accordance with 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 and 6.04(e)(i).

- i) Extension of Rubirosa Road to Hatch Road. The Parties acknowledge the need to construct Rubirosa Road across the Turlock Irrigation District (TID) Main Canal to Hatch Road. The Project Developer shall plan, design, bid, and construct the extension, obtain all necessary permits and approvals and access to real property at Developer’s sole cost and expense. The City currently collects \$4,101 per dwelling for the Streets portion of the DIF. The Developer will receive a 50% credit

against the Streets portion of the DIF and will pay a Streets Fee in the amount of \$2,050.50 per dwelling for each of the 299 dwellings within the Project as set forth in Exhibit F. The Developer shall commence construction on the extension on or before the issuance of the 150th Certificate of Occupancy within the Project. If Developer fails to commence construction by issuance of the 150th Certificate of Occupancy, Developer shall cease to receive a 50% credit against the Streets Fee until construction commences. Once construction commences, Developer shall receive a 50% credit on all Street Fees such that upon conclusion of the Project, Developer shall have paid no more than \$2,050.50 per dwelling for 299 dwellings. If construction of the extension is not completed prior to issuance of the 299th Certificate of Occupancy within the Project, the City shall not issue the Certificate of Occupancy until final completion of the Rubirosa Road extension. Final completion shall occur when all governing bodies with jurisdiction over the extension have determined the work is satisfactorily complete and accepted the extension.

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]

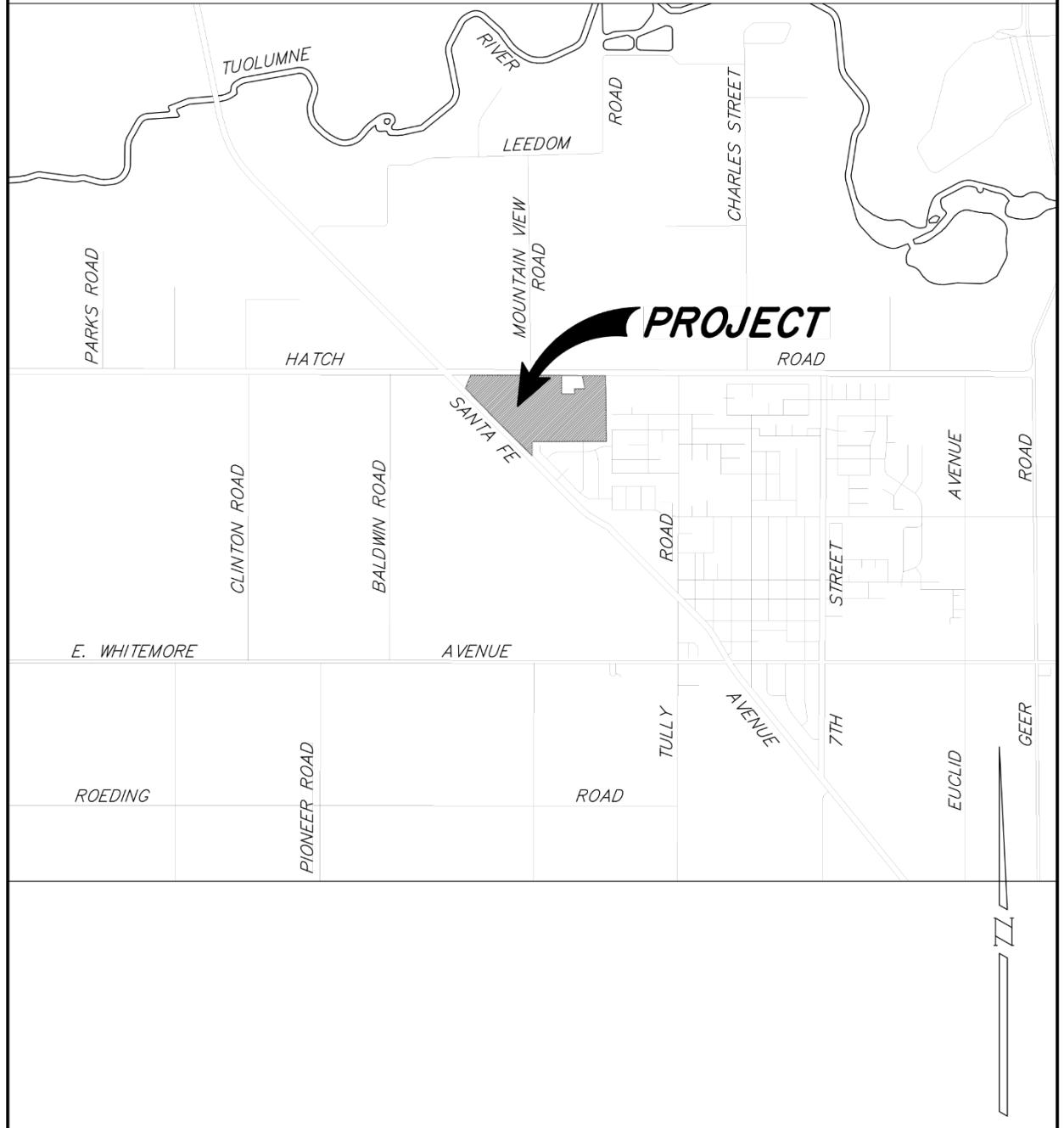
IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date, as defined in Section 1.15 above, and as authorized by Ordinance No. 2020-06.

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: _____ Ashton Gose, Deputy City Clerk	

**EXHIBIT A-1
VICINITY MAP**

VICINITY MAP

N. T.S.



Plot June 30, 2020 at 3:22 PM P:\CAD\INC\18039\MAP\EXHIBITS\NC 18039-VICINITY MAP.dwg

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

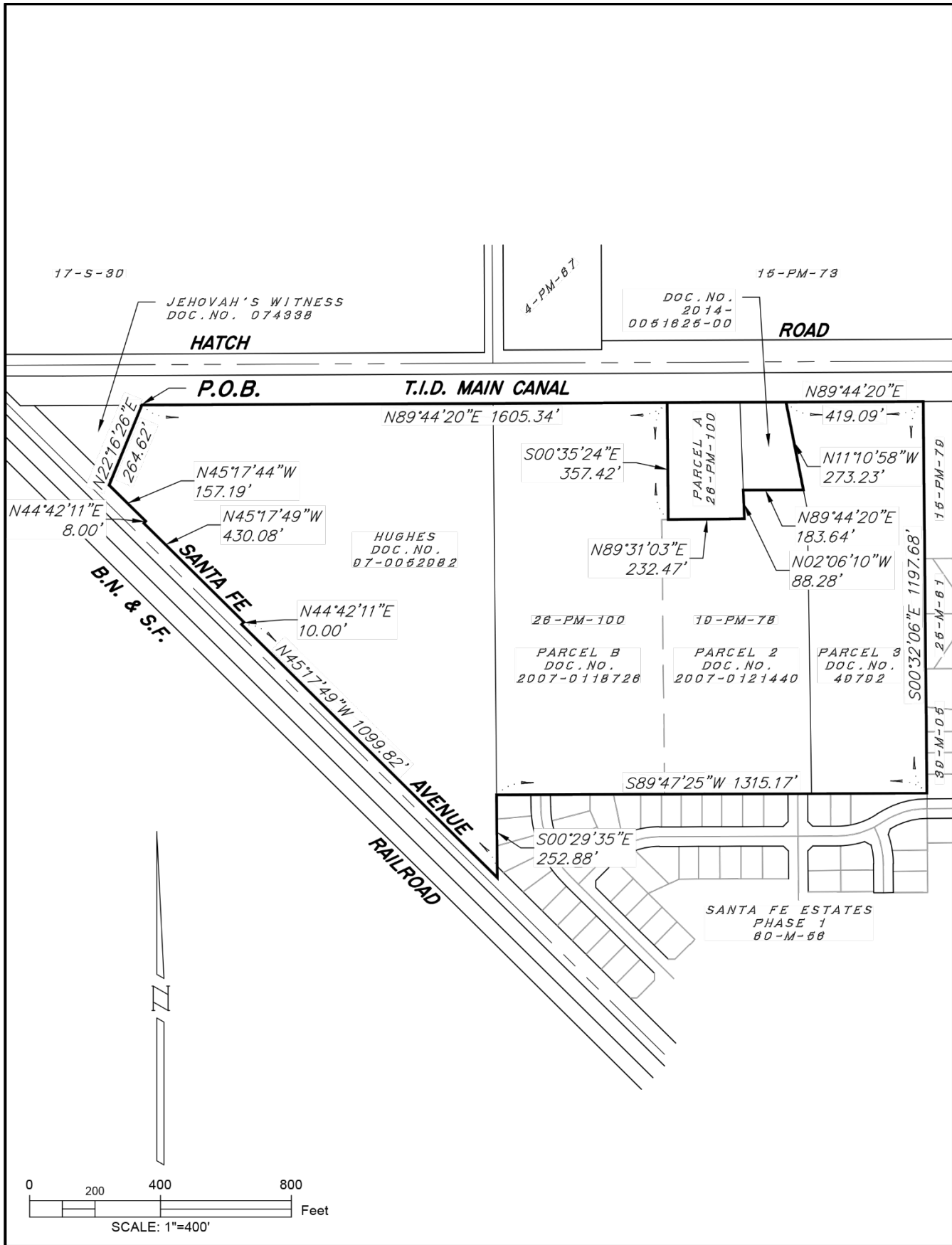


EXHIBIT B
DEVELOPMENT AGREEMENT ORDINANCE

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 Americanswith 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. Extension of Rubirosa Road. The Project Developer shall plan, design, bid, and construct the extension of Rubirosa Road across the Turlock Irrigation District (TID) Main Canal to Hatch Road. The Developer shall commence construction on the Rubirosa Road extension on or before the issuance of the 150th Certificate of

Occupancy within the project. The Developer will receive a 50% credit against the Streets portion of the DIF and will pay a Streets Fee in the amount of \$2,050.50 per dwelling for each of the 299 dwellings within the project as set forth in Section 6.04(e)(i) of the Development Agreement.

41. 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.

42. **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.

43. **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.

44. **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.

45. 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.

46. 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.

47. 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.

48. **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.

49. **State Law.** Developer shall conform to and abide by all applicable California State Laws pertaining to construction of public improvements.

50. **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.

51. **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.

52. **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.

53. 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>“NOTICE OF RIGHT TO FARM</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)
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><i>Pollution Control Officer.</i></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 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. 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. 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>SJVAPCD Air Pollution Control Officer</p> <p>SJVAPCD Air Pollution Control Officer</p>	<p>activities for each phase of the project</p> <p>During all construction activities</p> <p>During all construction activities</p>	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<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 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				

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
<p>cultural landscape that is geographically defined in terms 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>significance, and recommend appropriate procedures to the lead agency to either further investigate or mitigate adverse impacts. If 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>	archaeologist	activities	

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	\$2,050.50*
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	\$34,410.50

* Pursuant to Section 6.04(e)(i) of the Development Agreement, Developer may receive a 50% credit against the Street Fee for construction of the Rubirosa Road Extension to Hatch Road.

**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

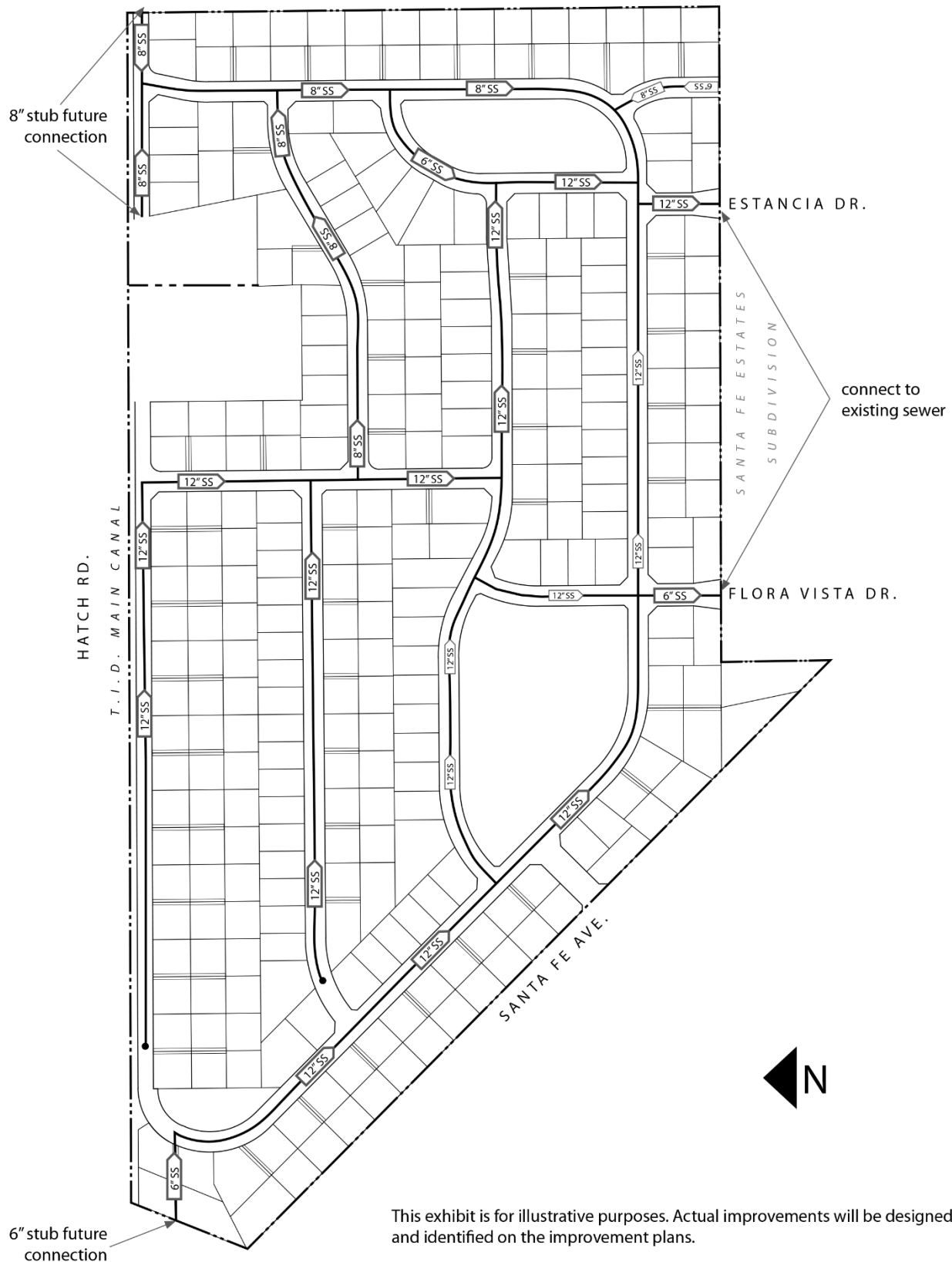
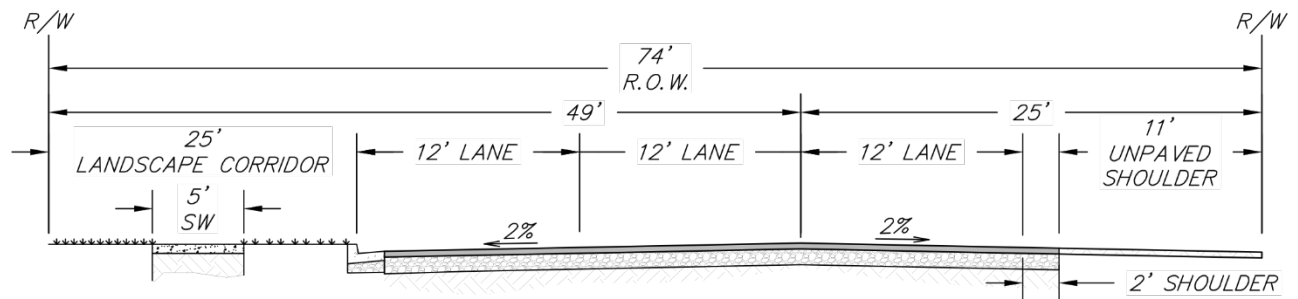
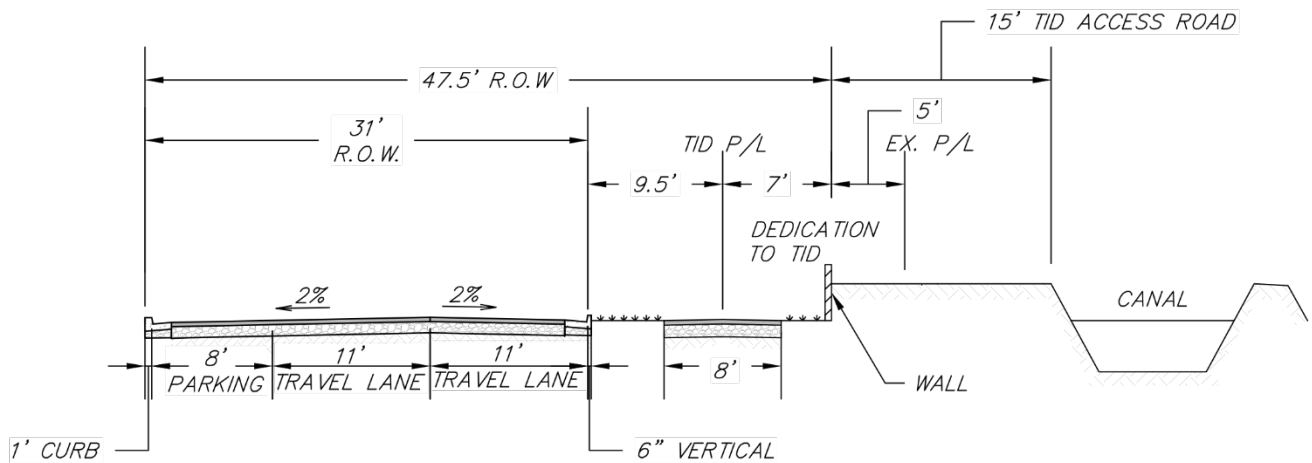


EXHIBIT H
STREET CROSS SECTIONS



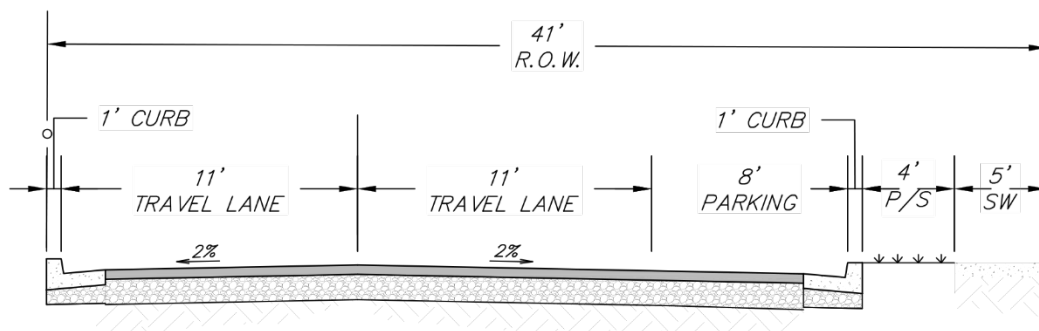
SANTA FE AVENUE

N.T.S.



ROAD ADJACENT TO CANAL

N.T.S.



INTERNAL LOCAL STREET

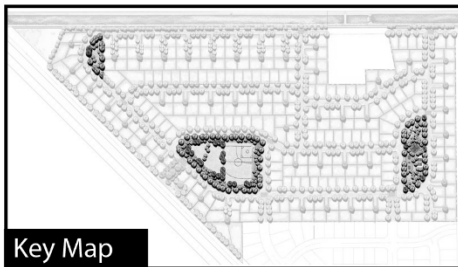
N.T.S.



BIKE TRAIL

IF
1429220-6

EXHIBIT I
PARK AMENITIES



PARK A

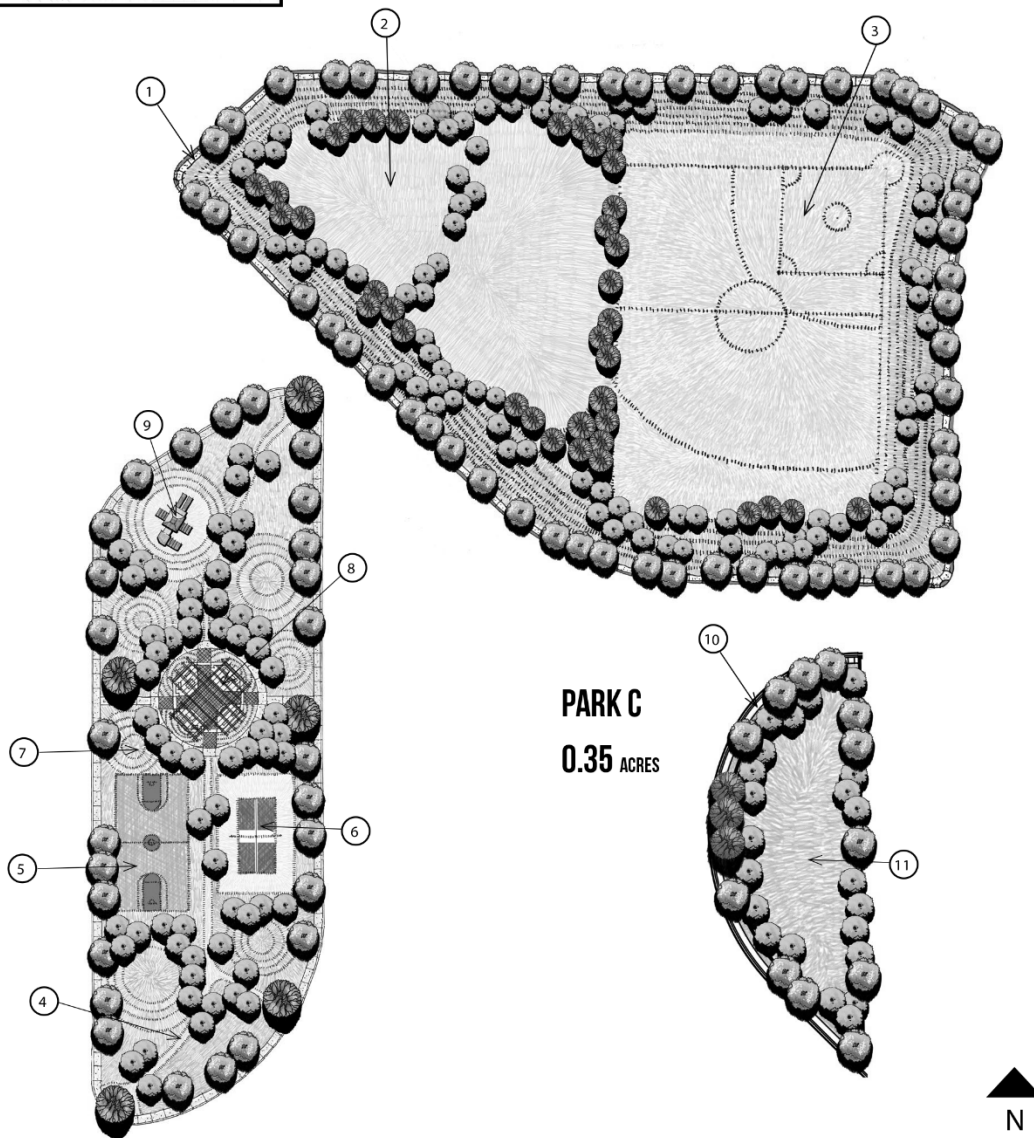
3.20 ACRES

PARK B

1.33 ACRES

PARK C

0.35 ACRES

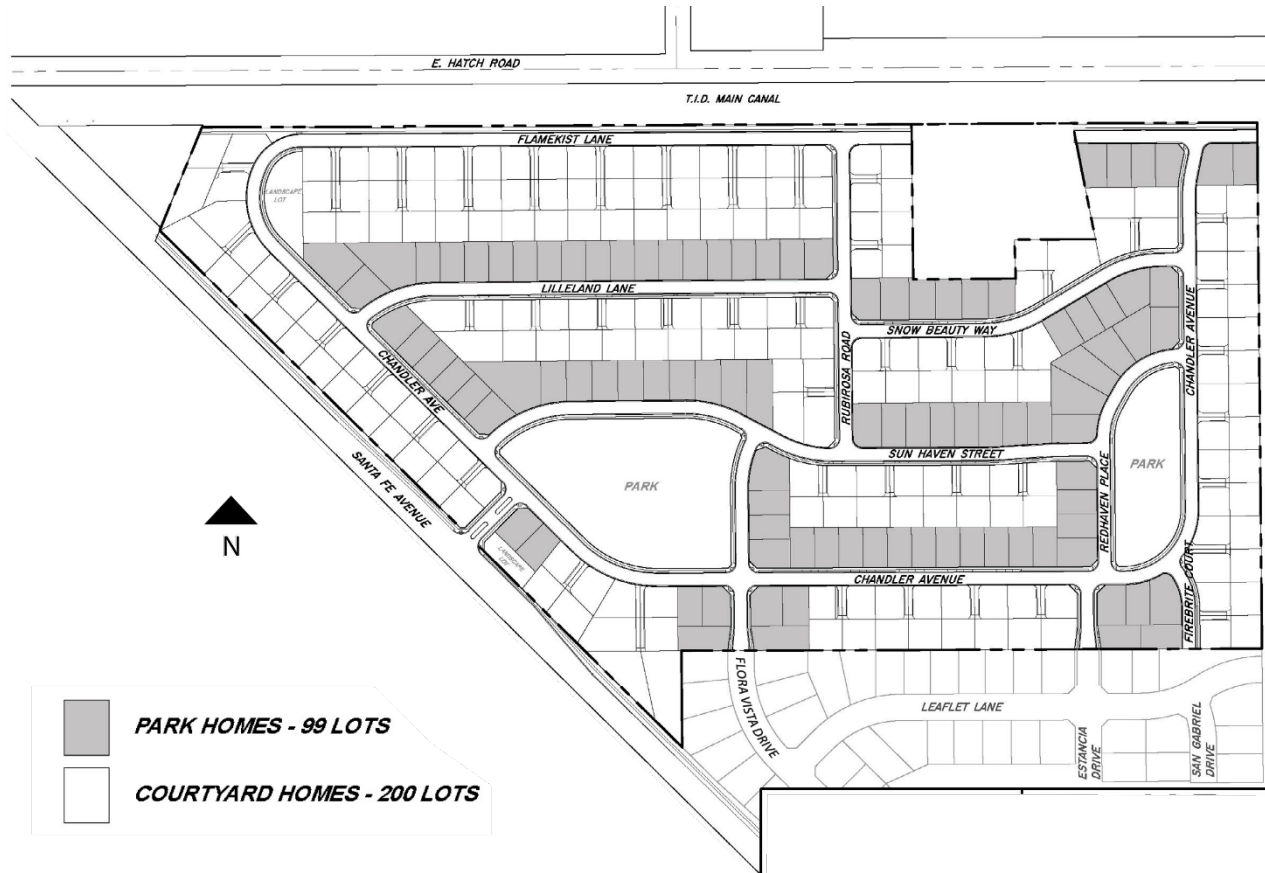


LEGEND

- | | |
|-------------------------------------|--|
| 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. Pickleball Court/Volleyball | |

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

EXHIBIT J-1 & J-2
DEVELOPMENT STANDARDS



DEVELOPMENT STANDARDS

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

Density: 5.1 to 14.0 dwelling units per acre

Setbacks: See next page for Typical Building Envelopes

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

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

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

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

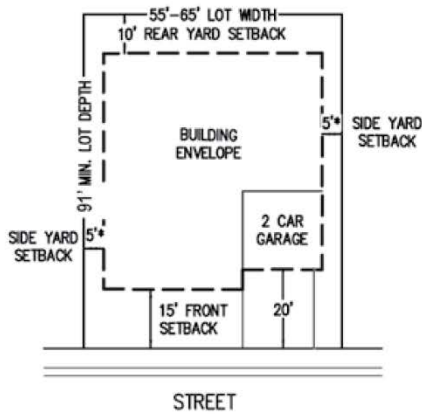
Height Limit: 35 Feet - See Chapter 17.03.020(B) of the Hughson Municipal Code for height limit exceptions

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

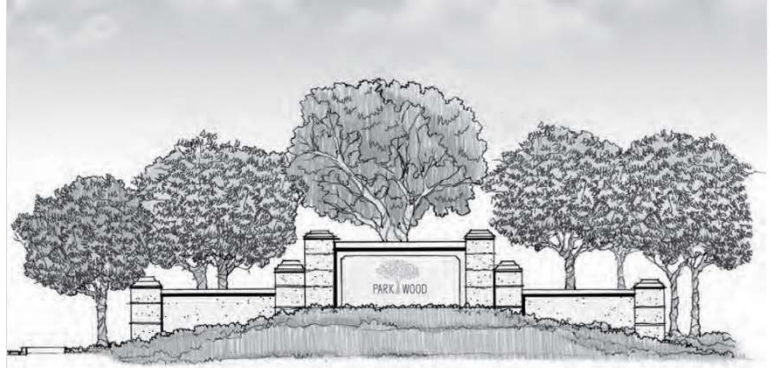
Parking: Per the requirements of Chapter 17.03.060 (Parking) of the Hughson Municipal Code

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

PARK HOMES
SETBACKS & BUILDING ENVELOPE

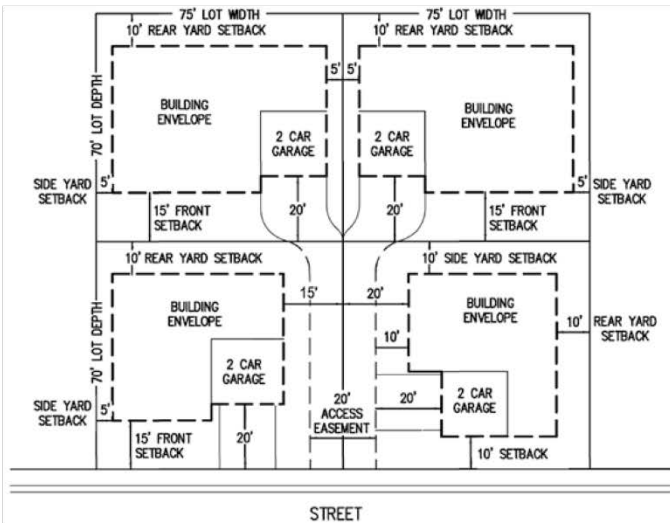


* STREET SIDE CORNER LOT 10' SIDEYARD SETBACK



ENTRYWAY MONUMENT SIGN
SANTA FE AVENUE ENTRANCE

COURTYARD HOMES
SETBACKS & BUILDING ENVELOPE



**DECORATIVE STOP SIGN
& STREET SIGNAGE**



**DECORATIVE STREET
SIGNAGE**



**DECORATIVE STREET
LIGHTING**

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

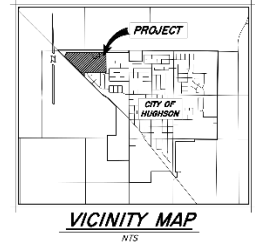
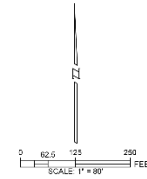
EXHIBIT K
VESTING TENTATIVE SUBDIVISION MAP

TABLE - PRIVATE ROADS AND OPEN SPACES AND
CORRESPONDING LOT NUMBER

NAME	LOT
PARK/OPEN SPACE	A,B,C,D
CHANDLER AVE	F,M,P
ESTANOLA DR	Q
FIREWIRE CT	R
FLAMINGO LN	E,H
FLORA VISTA DR	I,J
LILLEDAL LN	G
RUBENOSA RD	K
RED HAVEN PL	O
SNOW BEAUTY WAY	L
SUN HAVEN ST	H
TOTAL LOT COUNT	19

PARKWOOD **VESTING TENTATIVE SUBDIVISION MAP** **HUGHSON, CALIFORNIA**

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



GENERAL NOTES

- PROPERTY LOCATION: HUGHSON, CALIFORNIA 95526
- 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: TURN-LOCK 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 64461.1
- 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
- STREET LIGHTING SHALL BE INSTALLED AS PER DECORATIVE LIGHTING DESIGN AND CITY SPECIFICATION AS APPLICABLE
- 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.
- 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
7014 PINE STREET
HUGHSON, CA 95526
PH: (209) 883-4054

PROPERTY OWNER / SUBDIVIDER

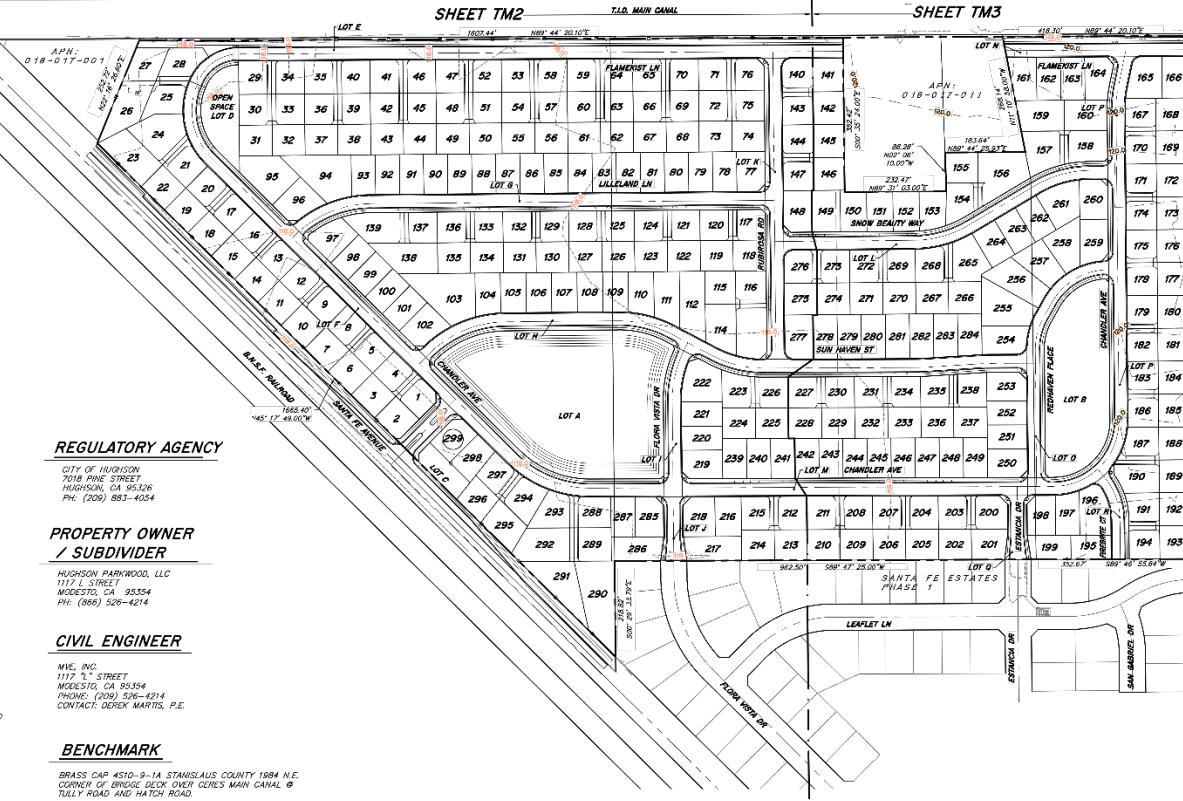
HUGHSON PARKWOOD, LLC
1117 L STREET
MODESTO, CA 95354
PH: (866) 526-4214

CIVIL ENGINEER

MVE, INC.
1117 L STREET
MODESTO, CA 95354
PHONE: (209) 526-4214
CONTACT: GREG MARRIS, P.E.

BENCHMARK

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



LEGEND

- 115 - - - - - EXISTING CONTOURS (MAJOR)
- 116 - - - - - 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				

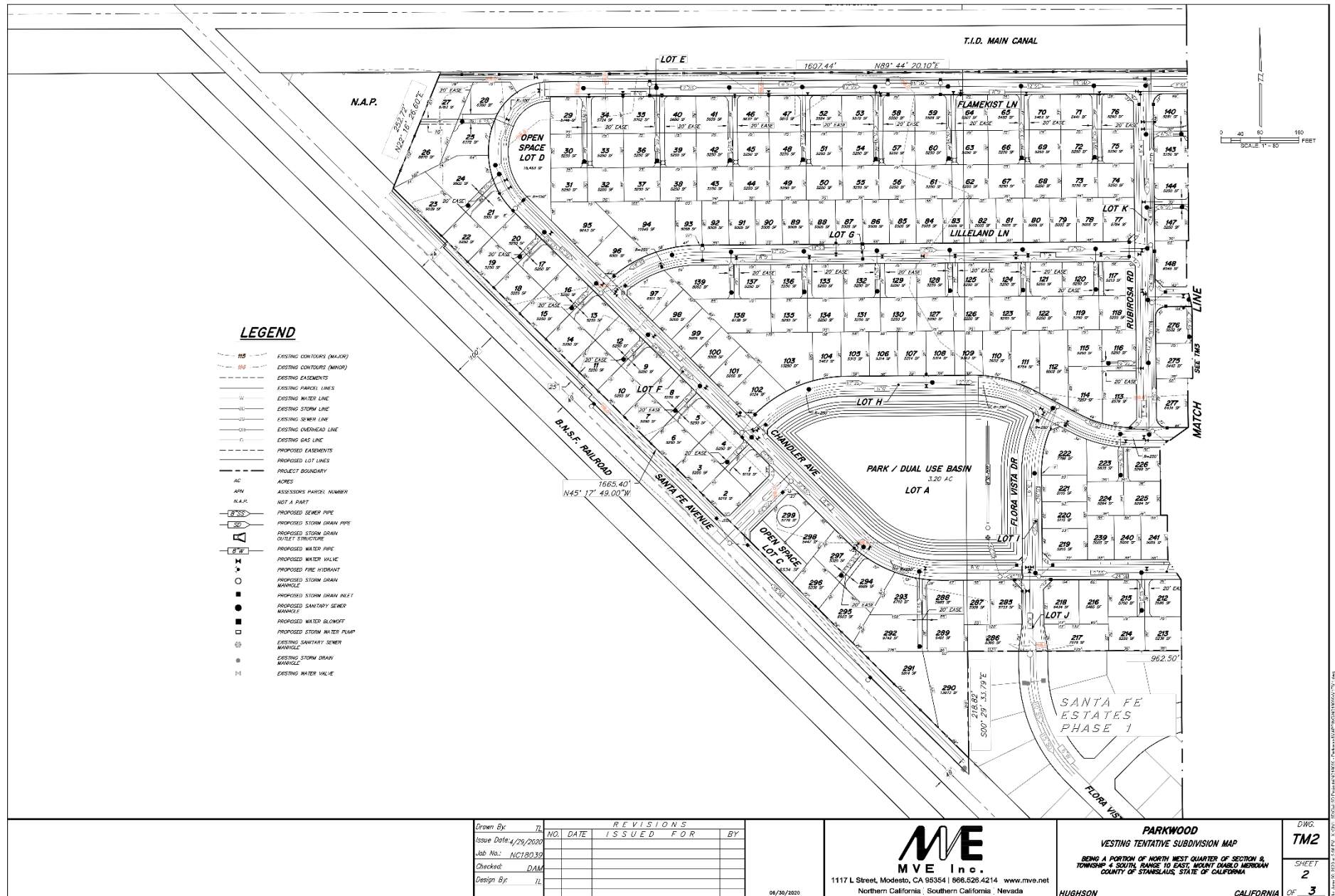
06/30/2020

MVE
MVE Inc.
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

IF "" = "1" "" ""
1429220-6



IF "" = "1" "" ""
1429220-6



IF "" = "1" "" ""
1429220-6



CITY COUNCIL AGENDA ITEM NO. 3.6

SECTION 3: CONSENT CALENDAR

Meeting Date: November 23, 2020
Subject: Approval to Contract with Quality Well Drillers for the Destruction of Well 5, a Component of the Well 7 Replacement Project, in the Amount of \$17,758
Enclosure: Cost Estimate
Well 5 Destruction Specifications
Presented By: Lea Simvoulakis, Community Development Director
Approved By: Merry Mayhew

Staff Recommendation:

1. Approve contracting with Quality Well Drillers for the destruction of Well 5, a component of the Well 7 Replacement project in the amount of \$17,758.
2. Authorize the City Manager to sign the contract with Quality Well Drillers, subject to the City Attorney's approval of the agreement as to form.

Background and Overview:

On November 9, 2020, the City Council awarded Phase IV of the Well 7 Replacement Project to Gateway Pacific. In order for Gateway Pacific to complete the required work for the two new replacement Wells 9 and 10, Well 5 needs to be properly abandoned. The State of California Water Code requires that abandoned wells be properly destroyed in accordance with state and local requirements. The purpose of this regulation is to minimize any potential for inactive or "abandoned" wells to act as pathways for contaminants into groundwater, or between aquifers. If destruction is properly accomplished, the well is no longer a conduit for surface water contamination, or cross-contamination of water of differing quality into multiple aquifers.

The Hughson Municipal Code (HMC) identifies 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. The City's Water Engineer, Cort Abney, solicited three bids from well destruction companies that he knew were reputable and had worked in the area in the past. The bids came in as follows:

- | | |
|--------------------------|--------------|
| 1. Quality Well Drillers | \$ 17,758.00 |
| 2. Amerine Systems, Inc. | \$ 29,000.00 |
| 3. Hawk Systems | \$ 32,177.00 |

Each company based their bids on the attached Technical Specifications prepared by Mr. Abney. Based on the bids received, Quality Well Drillers from Atwater, CA were selected. Their attached bid identifies their associated costs to do the work.

Fiscal Impact:

Quality Well Drillers will charge the City \$17,758 to fully destroy Well 5 per the specifications developed by the City's Water Engineer.

SERVICE CONTRACT

Quality Well Drillers
260 Air Park Rd
Atwater, CA 95301

Date: Sept. 10, 2020

Contractor's License #468732
Voice: (209) 357-0675
Fax: (209) 357-8342

ATTN: Cort Abney

Job Location: City of Hughson

SERVICE: Well Abandonment / 16-Inch 334ft.

Mob/Demob	L/S	\$2,500.00
Pump Truck, Install & Remove Tremmie Pipe, Labor	Est: 8-hrs. @ \$198.00-per hr. =	\$1,584.00
Cement	Est: 18-yds. @ \$220.00-per yd. =	\$3,960.00
Cement Pumper	L/S	\$1,553.00
Line Blast	L/S	\$4,536.00
Pump/generator removal and transfer		\$2,500.00
Cutting casing below grade, and removal of cement slab	Est: 5-hrs @ 225.00-per hr.	\$1,125.00

Estimated Total: We propose to hereby furnish the above services for the estimated sum of: **\$17,758.00**

PLEASE NOTE:

This quote is for one trip to job site. Additional trips will be billed @ \$198.00-per hr. plus any additional materials used to complete services.

"Under the Mechanic's Lien Law (California Code of Civil Procedure, Sect 1181 et seq.), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid."

Payment Terms: Due Upon Completion of Service

Authorized Signature: _____ B. Lemos _____ Date: _____
(Quality Well Drillers)

This proposal/contract may be withdrawn by us, if not accepted within 30 days.

All material to be guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, hazard, and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Signature & Date of acceptance: _____

City of Hughson Technical Specifications for Well 5 Destruction

1.0 GENERAL

State of California Water Code, *Water Well Standards, Bulletin 74-81*, requires that abandoned wells be properly destroyed in accordance with state and local requirements. The purpose of this regulation is to minimize any potential for inactive or “abandoned” wells to act as pathways for contaminants into groundwater, or between aquifers. If destruction is properly accomplished, the well is no longer a conduit for surface water contamination, or cross-contamination of water of differing quality into multiple aquifers.

1.01 Scope

The scope of work shall consist of proper destruction of an existing City of Hughson well, including but not limited to, disassemble discharge pipe, removing existing pump equipment (head, column, pump), removing surrounding concrete pedestal and pad in work area, cut conductor and well casing to 5’ below grade and remove, provide casing perforating explosives at locations as specified, fill well with sand-cement, backfill work area and compact soil, relocate generator and pump equipment to City Wastewater Treatment Facility, and dispose of concrete.

1.02 Well Description

The well site is located at 2720 Tully Road, Hughson, Ca. The existing well consists of a 16” diameter x 0.25” thick x 330’ deep steel casing, with perforations between 234’ - 242’, 252’ - 270’, and 290 - 315’ (b.g.s.), a 32” diameter x 0.25” x 20’ conductor casing, annular seal to 225’ (b.g.s.), and 6x16 gravel pack from 225’-330’. The well was constructed in 1998. See attached Well Drillers Log.

1.03 Standards

All work shall be performed in accordance with State of California Water Well Standards, except as specifically identified herein, including:

1. California Water Well Standards, Bulletin 74-81
2. California Well Standards, Bulletin 74-90

2.0 MATERIALS

2.02 Sealing materials of the well casing shall consist of Sand-cement, in accordance with the California Well Standards, as follows:

Sand Cement. Sand-cement shall be mixed at a ratio of not more than 188 pounds of sand to one 94-pound sack of Portland cement (2 parts sand to 1 part cement, by weight) and about 7 gallons of clean water, where Type I or Type II Portland cement is used. This is equivalent to a '10.3' sack mix.

3.0 PROCEDURES

3.01 General

Contractor shall ensure that no unwanted materials fall into well during the destruction activity. As such, the opening shall be sealed and protected at all times when activities do not require well to be open. The excavated work area shall be sufficient to ensure no soil enters the well during casing removal and filling with seal materials. Provide temporary security fence at well site entrance when contractor is not on site.

3.01 Existing Equipment Removal and Transport

Disconnect discharge pipe, remove well head, well column, and pump. All pump equipment will remain the property of the City. Pump equipment, and generator located at the site, are to be transported to the City's Wastewater Treatment Plant (WWTP), unloaded at a location as directed by the City. The City WWTP is located approximately 5 miles from the site.

3.02 Concrete Pedestal and Pad, Well Casings Removal

Remove well pedestal, surrounding concrete pad to access conductor casing and well casing for proper removal. Excavate area to remove at least 5' of the well casings below grade. Dispose of all materials.

3.03 Blank Screen Perforation Locations

Contractor shall retain the services of a licensed explosive expert, that is knowledgeable and has at least 5 years of experience in perforating steel well casing. Provide explosive devices to thoroughly perforate well casing in all horizontal directions to allow penetration of sand cement at the following locations:

- 315' – 330'
- 270' – 300'
- 250' – 260'

Explosives shall open blank casing sections to allow sand-cement material to penetrate gravel pack and fully seal annular space up to native material to the maximum extent possible. Provide a work plan from the explosive subcontractor that defines the proposed method, location, expected perforations, and safety plan.

3.04 Sealing Materials

Sealing materials shall be placed from the bottom of the well upward, using a tremie pipe and pump, kept submerged in the mixture and is periodically raised as the well bore is filled in one continuous operation. Contractor shall sound well bottom prior to start, and continuously sound the top of the concrete during the filling process. The volume of material placed shall be monitored to ensure no bridging. After detonation, continue to fill casing to overflow and provide a “mushroom” cap per state standards.

3.05 Erosion Control

Contractor shall provide sand bags and erosion control materials to direct any nuisance water from the well off site and into the gutter. Provide 2 rows of wattles or filter socks at driveway apron to catch any silt or debris. Retain and remove excess sand cement.

3.06 Clean Up

After casings are cut and removed, backfill work area around well to 90% standard proctor with native material. Remove any debris from work, including broken concrete, spoil, sand cement, etc.

ORIGINAL
File with DWR

Page 1 of 2

Owner's Well No. Well #5

Date Work Began 06/26/98 Ended

Local Permit Agency Stanislaus Co. Environmental Health Dept.

Permit No.

Permit Date

STATE OF CALIFORNIA
WELL COMPLETION REPORT

Refer to Instruction Pamphlet

No. 519561

DWR USE ONLY - DO NOT FILL IN

STATE WELL NO./STATION NO.

LATITUDE

LONGITUDE

APN/IRB/OTHER

GEOLOGIC LOG

WELL OWNER

ORIENTATION (°) ☒ VERTICAL ☐ HORIZONTAL ☐ ANGLE (SPECIFY)

DEPTH TO FIRST WATER (FL) BELOW SURFACE

DEPTH FROM SURFACE

FL to FL

DESCRIPTION

Describe material, grain size, color, etc.

FL to FL

0 12

Sand

12 14

Sand

14 19

Clay

19 22

Hard Pan

22 30

Clay

30 51

Sand

51 61

Clay

61 63

Sand

63 74

Clay

74 80

Sand

80 101

Clay

101 122

Sand

122 125

Clay

125 149

Sand

149 160

Clay

160 162

Sand

162 183

Clay

183 190

Sand

190 203

Gray Clay

203 206

Sand

206 254

Gray Clay

254 268

Sand

268 292

Gray Clay

292 299

Sand

299 304

Brown Clay

304 310

Sand

310 334

Brown Clay

Name City of Hughson

Mailing Address 7108 Pine Street

Hughson, Ca. 95326

CITY

STATE

ZIP

WELL LOCATION

Address Tully Road & Whitmore

City Hughson

County Stanislaus

APN Book Page Parcel

Township Range Section

Latitude DEG. MIN. SEC. NORTH Longitude DEG. MIN. SEC. WEST

LOCATION SKETCH
NORTH

ACTIVITY (°)

☒ NEW WELL

MODIFICATION/REPAIR

☐ Deepen☐ Other (Specify)DESTROY (Describe
Procedure and Materials
Under "GEOLOGIC LOG")PLANNED USE(S)
(°)☐ MONITORING

WATER SUPPLY

☒ Domestic☐ Public☐ Irrigation☐ Industrial☐ "TEST WELL"☐ CATHODIC PROTECTION☐ OTHER (Specify)Illustrate or Describe Distance of Well from Landmarks
such as Roads, Buildings, Fences, Rivers, etc.
PLEASE BE ACCURATE & COMPLETE.

DRILLING METHOD

Reverse Rotary FLUID Water

WATER LEVEL & YIELD OF COMPLETED WELL

DEPTH OF STATIC

WATER LEVEL (FL) & DATE MEASURED

ESTIMATED YIELD*

(GPM) & TEST TYPE

TEST LENGTH (hrs.) TOTAL DRAWDOWN (FL)

* May not be representative of a well's long-term yield.

TOTAL DEPTH OF BORING 334 (Feet)

TOTAL DEPTH OF COMPLETED WELL 330 (Feet)

DEPTH FROM SURFACE		BORE-HOLE DIA. (Inches)	CASING(S)					DEPTH FROM SURFACE	ANNULAR MATERIAL							
			TYPE (✓)				MATERIAL/ GRADE		INTERNAL DIAMETER (Inches)	GAUGE OR WAI THICKNESS	SLOT SIZE IF ANY (Inches)	TYPE				
FL	to FL		BLANK	SPECIAL	CON- CRETE RADIUM	FILL TYPE								FL	to FL	CE- MENT (✓)
0	20	38"			XX		Steel	32"	1/4		0	223	XX			
0	234	30"	X				Steel	16"	1/4		223	225		XX		
234	242	30"		X			Steel	16"	1/4	.060	225	334				6X16
242	252	30"	X				Steel	16"	1/4							
252	270	30"		X			Steel	16"	1/4	.060						
270	290	30"	X				Steel	16"	1/4							

ATTACHMENTS (°)

- ☐ Geologic Log
- ☐ Well Construction Diagram
- ☐ Geophysical Log(s)
- ☐ Soil/Water Chemical Analyses
- ☐ Other

ATTACH ADDITIONAL INFORMATION, IF IT EXISTS.

CERTIFICATION STATEMENT

I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.

NAME Quality Well Drillers

(PERSON, FIRM, OR CORPORATION) (TYPE OR PRINTED)

260 Air Park Road

ADDRESS

Atwater, Ca 95301

CITY

STATE

ZIP

Signed

WELL DRILLER/UNEMPLOYED REPRESENTATIVE

DATE SIGNED

7/28/98

468732

C&I LICENSE NUMBER

ORIGINAL
File with DWRPage 2 of 2Owner's Well No. Well #5Date Work Began 06/26/98 Ended _____Local Permit Agency Stanislaus Co. Environmental Health Dept.

Permit No. _____

Permit Date _____

STATE OF CALIFORNIA
WELL COMPLETION REPORT

Refer to Instruction Pamphlet

No. 519562

DWR USE ONLY - DO NOT FILL IN

STATE WELL NO./STATION NO.

LATITUDE

LONGITUDE

APR/TRB/OTHER

GEOLOGIC LOG

ORIENTATION (✓) ☒ VERTICAL ☐ HORIZONTAL ☐ ANGLE _____ (SPECIFY)

DEPTH TO FIRST WATER _____ (FL) BELOW SURFACE

DEPTH FROM
SURFACE
FL. to FL.

DESCRIPTION

Describe material, grain size, color, etc.

WELL OWNER

Name City of HughsonMailing Address 7108 Pine StreetHughson, Ca. 95325

CITY

STATE

ZIP

WELL LOCATION

Address Tully Road & WhitmoreCity HughsonCounty Stanislaus

APN Book _____ Page _____ Parcel _____

Township _____ Range _____ Section _____

Latitude _____ NORTH Longitude _____ WEST

DEG. MIN. SEC.

DEG. MIN. SEC.

LOCATION SKETCH

NORTH

ACTIVITY (✓)

☒ NEW WELL

MODIFICATION/REPAIR

☐ Deepen☐ Other (Specify) _____DESTROY (Describe
Procedure and Materials
Under "GEOLOGIC LOG")

PLANNED USE(S)

(✓)

MONITORING

WATER SUPPLY

☒ Domestic☐ Public☐ Irrigation☐ Industrial☐ "TEST WELL"☐ CATHODIC PROTECTION☐ OTHER (Specify) _____Illustrate or Describe Distance of Well from Landmarks
such as Roads, Buildings, Fences, Rivers, etc.
PLEASE BE ACCURATE & COMPLETE.

DRILLING

METHOD

Reverse Rotary FLUID Water

WATER LEVEL & YIELD OF COMPLETED WELL

DEPTH OF STATIC

WATER LEVEL _____ (FL) & DATE MEASURED _____

ESTIMATED YIELD* _____ (GPM) & TEST TYPE _____

TEST LENGTH _____ (Hrs.) TOTAL DRAWDOWN _____ (FL)

* May not be representative of a well's long-term yield.

TOTAL DEPTH OF BORING 334 (Feet)TOTAL DEPTH OF COMPLETED WELL 330 (Feet)

DEPTH FROM SURFACE			BORE-HOLE DIA. (Inches)	CASING(S)						DEPTH FROM SURFACE		ANNULAR MATERIAL						
				TYPE (✓)			MATERIAL/ GRADE	INTERNAL DIAMETER (Inches)	GAUGE OR WALL THICKNESS			SLOT SIZE IF ANY (Inches)	TYPE					
Ft.	to	Ft.	BLANK	SCREEN	TOOL JOINT	PIPE									Ft.	to	Ft.	CE- MENT (✓)
290	315	30"		X				Steel	16"	1/4	.060							
315	330	30"	X					Steel	16"	1/4								

ATTACHMENTS (✓)

- ☐ Geologic Log
- ☐ Well Construction Diagram
- ☐ Geophysical Log(s)
- ☐ Soil/Water Chemical Analysis
- ☐ Other _____

ATTACH ADDITIONAL INFORMATION, IF IT EXISTS.

CERTIFICATION STATEMENT

I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.

NAME Quality Well Drillers
(PERSON, FIRM, OR CORPORATION) (TYPE OR PRINTED)

260 Air Park Road Atwater, Ca. 95301

ADDRESS

CITY

STATE

ZIP

Signed

WELL DRILLED/AUTHORIZED REPRESENTATIVE

DATE SIGNED

CST LICENSE NUMBER



CITY COUNCIL AGENDA ITEM NO. 3.7

SECTION 3: CONSENT CALENDAR

Meeting Date: November 23, 2020
Subject: Approval to Purchase Two Portable Electronic Message Boards from Safe-T-Lite at a total cost of \$34,554.52
Enclosure: Safe-T-Lite Cost Estimate
Presented By: Merry Mayhew, City Manager

Approved By: 

Staff Recommendation:

Approve the purchase of two portable electronic message boards from Safe-T-Lite at a total cost of \$34,554.52.

Background and Overview:

On November 9, 2020, City Council approved the City's revised CARES Act Coronavirus Relief Fund Spending Plan that included the purchase of portable electronic message boards that can be used to communicate public health messages to the community. These message boards can also be used in the future by Public Works to route traffic during road work and during events.

The Public Works Superintendent received three estimates from Safe-T-Lite, United Rentals and Dana Safety Supply, Inc. for WANCO message boards and Safe-T-Lite was the lowest cost at a price of \$17,277.26 for each message board, including a locking battery box and tax. Safe-T-Lite is local therefore will be no delivery charge.

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 "Attachment 2, Revised CARES Act Spending Plan", which was approved by the City Council on November 9, 2020. The cost of the portable electronic message boards is funded through the Coronavirus Relief Funds (CRF) that the City received as a sub-recipient from Stanislaus County.

SAFE-T-LITE OF MODESTO, INC.
 1051 N. EMERALD AVENUE
 MODESTO, CALIFORNIA 95351
 FAX (209) 522-6935
 PHONE: (209) 522-8913

PAGE NO 1

CITY OF HUGHSON
 P. O. BOX 9

HUGHSON

CA 95326-0009

CUST # 7400
 TERMS: 2.00%/10TH N/25TH

EST # 500615
 DATE : 11/18/20
 CLERK: DAN
 TERM # 554

TIME : 8:38

 * ESTIMATE *

QUANTITY	UM	ITEM	DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
2	EA	99	WVTM(B) MINI MATRIX MESSAGE BOAR WANCO STD MINI- MATRIX MESSAGE SIGN MATRIX CABINET HAND WINCH TOWER SECURITY BATTERY BOX WITH PUCK LOCKS TWO 12VDC AGM BATTERIES (400AH TOTAL CAPACITY) (45 AMP BATTERY CHARGER) DELIVERY CHARGE		16016.00 /EA	32,032.00
1	EA	13			/EA	*
** ESTIMATE ** ESTIMATE **				TAXABLE		32032.00
				NON-TAXABLE		0.00
				SUB-TOTAL		32032.00
				TAX AMOUNT		2522.52
				TOTAL ESTIMATE		34554.52


X

Received By



CITY COUNCIL AGENDA ITEM NO. 4.1

SECTION 4: UNFINISHED BUSINESS

Meeting Date: November 23, 2020
Subject: Consider and Approve One of the Wastewater Rate Options Identified in the Bartle Wells Associates Wastewater Rate Study 2020
Enclosure: Wastewater Flow Evaluation 2020 Rate Study
Presented By: Lea Simvoulakis, Community Development Director
Approved By: 

Staff Recommendation:

Consider and approve one of the wastewater rate options identified in the Bartle Wells Associates Wastewater Rate Study 2020.

Background and Overview:

At the November 23, 2020 City Council meeting, Bartle Wells staff presented four options outlined in the 2020 Sewer Rate Study. Staff recommended that Council adopt Option A which included no rate increase or decrease, and included the pay-off of the Municipal Finance Corporation (MFC) loan that has an annual payment of \$477,732, and a current balance of \$3,139,273.66. Council approved the payoff of the MFC loan and requested that staff fine tune the report offering additional options regarding sewer rates. This item was continued in order to present additional options for the Council to consider.

The attached updated study includes the original four options presented to Council and two additional options, tables 7E and 7F. These additional options were developed to address questions raised at the Council meeting.

Discussion:

Since February, Bartle Wells has been working with staff to assemble the necessary background information and data to develop a complete understanding of the City's current infrastructure, current finances, future infrastructure needs, and future growth and development of the City.

Two important change of events impacted the original four options presented by Bartle Wells. First, the State Water Resources Control Board (SWRCB) recently extended the City's Wastewater Treatment Plant loan terms from a 20-year term to

a 30-year term. The amended agreement cuts the annual debt payment by \$667,002, from \$1,258,138.31 to \$591,136.15. This extension allowed the City to contemplate paying off a second loan through the Municipal Finance Corporation (MFC), which has an annual payment of \$477,732, a current balance of \$3,139,273.66, and an interest rate of 3.4%. Council approved the staff recommendation to pay off this loan at the November 9, 2020 meeting.

Second, the Carollo report provided a comprehensive list of necessary capital improvement projects needed to address current and future deficiencies in the sewer system. In addition to the Carollo-identified projects, City staff identified two larger capital improvement projects. Neither project is a current system deficiency. Rather these projects are capital projects that need to be planned for to make the system function equitably for all residents, and to ensure infrastructure repairs can be made in the future should the need arise. These two projects included: 1) replacing the clay and concrete laterals in Downtown Hughson and 2) replacing all of the residential lines and pulling the manholes out of the backyards into the street right-of-way south of Whitmore between Charles Street and 7th street. These project costs total approximately \$11 million dollars or \$14.12 million dollars with a 3% inflation per year until Fiscal Year 2035-36. Removing these projects leaves \$2,650,000 in capital improvement costs from the Carollo report, or \$2,780,000 with the same inflation anticipated until FY 2035/36.

Based on staff's statement, the Council asked that the non-necessary improvement projects be removed from the report so that the report only accounted for improvements needed to address current and future deficiencies in the sewer system. A clarification is necessary in that "non-essential" may have not been the right way to categorize the two improvements in downtown Hughson and south of Whitmore. The first project, the replacement of the clay and lateral pipes, is something that will need to be done as these pipes continue to age. The pipe that collapsed along Tully is a clay pipe that is between 70-100 years old. While the traffic on Tully is not the same weight or frequency of the traffic that drives on the streets in the downtown area, these pipes are just as old, and are susceptible to weight and vibrations of daily traffic. As these pipes age, this type of movement will deteriorate these pipes and eventually these pipes will need to be replaced. Carollo's report does not consider age a current or future system deficiency. However, staff is aware that the age and material of these pipes, and their replacement should be anticipated and planned for before an event occurs that causes a sink hole or other damage.

The second project, removing the sewer manholes and lines out of the backyards in the southern portion of the City, may not be an immediate need, but the location of these sewers has repercussions for the homeowners and for City staff. When there is a sewer plug in this area of the city, these backyards could be filled with sewage. This is a public safety hazard that has been left unaddressed for too long. When there are sewer plugs in this area of the City, Public Works staff have a difficult time accessing these manholes because the sewer truck can't fit into all of the backyards. Access to these areas is through other private yards, and if a neighboring homeowner who can provide access to the particular manhole isn't home, staff cannot get back to the area to fix the plug until there is access. That means that these plugs are left unaddressed longer than any other plugs throughout the City,

with the potential of sewage in backyards. To avoid all of this, Public Works staff check these areas daily, and twice a day on Friday to make sure the line is clear before the weekend. This practice is becoming a burden on the small Public Works staff. There are 120-140 sewer plugs a year, or about 10-14 plugs a month. The majority of these plugs are located in the following areas: 1) 4th Street to 7th Street south of Whitmore; 2) 7th Street between Fox and Locust Street; 3) 2nd Street between Santa Fe Avenue and Pine Street; 4) Tully Road to Locust Street; and 5) the Tully Road and Whitmore lift station. In short, staff's categorization of these projects as "non-essential" was not entirely correct. Rather, staff should have characterized them as needed sewer capital improvements, but improvements not directly identified by Carollo as deficiencies in the sewer system.

Beyond these two factors, staff were asked to review the projected growth per year to determine if it can be increased to 2% annually and with these adjustments, could a 20% discount to the sewer rate be a viable option. Bartle Wells provided two additional option analyzing an increased growth rate and with the two aforementioned projects removed from capital expenditures.

The fiscal impact of each option prepared by Bartle Wells is listed below:

Table 7A: Loan Paid off in FY 2020/2021, SWRCB Extension and CIP

This option assumes that the MFC loan (\$3,321,672) is paid off in Fiscal Year 2020-2021, the extension for the SWRCB loan is granted, and all necessary capital improvement projects occur. This option does not contemplate a rate increase until some point after Fiscal Year 2029/2030. However, this option does not propose a rate decrease either.

With this option, the roughly \$3.3 million loan is paid off, the SWRCB loan term is extended to 30 years, and the sewer rates remain the same, ensuring that revenues exceed operating expenses and the fund is generating adequate capital to pay for needed infrastructure improvements. The fund balance is gradually drawn down for capital expenses over the last five fiscal years of the decade, but the Sewer Fund balance is still adequate to cover expenses and to ensure that net revenues are 1.1 times over the annual debt service payment which is a requirement of the SWRCB loan.

Table 7B: 10% Customer Rate Discount and Inflationary Increases

This option assumes that the rate payers are offered a 10% rate discount next fiscal year, with 2% annual inflationary increases beginning in July 2025. This option assumes the payoff of the MFC loan and assumes the SWRCB loan term has been extended to 30 years. The inflationary increases after five years help to keep revenue in pace with expenses. In this scenario, half of the capital projects are funded by rate revenue, and the other half through fund reserves. This is not necessarily bad; rather, it is a question for Council to decide if a rate discount is worth having to use the Fund Reserves as early as 2024 to cover capital costs. If they are used, the City may need to get a loan in addition to the reserve funds to cover necessary capital projects.

Table 7C: 10% Customer Rate Discount and No Inflationary Increases

This option assumes that the rate payers are offered a 10% rate discount in the next fiscal year with no inflationary increases through Fiscal Year 2029/2030. This option assumes the payoff of the MFC loan and assumes the SWRCB loan term has been extended to 30 years. The difference between Option B and C is whether there are or are not annual inflationary increases. Without an inflationary increase and with a rate discount, fund reserves are drawn down sooner.

Table 7D: No Loan payoff, No SWRCB Extension, and CIP

This option is just a comparison option that helps identify why a rate increase, decrease, or no change can be contemplated. With no loan payoff and no SWRCB extension, the City would need to consider an 8.5% rate increase and subsequent 2% annual inflationary increases to make up for the lost revenue from DFA.

Table 7E: 20% Rate Discount, 2% Growth rate assumed, Non-essential capital projects removed)

This option is a new option that proposes a 20% rate discount. This reduction is possible if the growth rate is increased to 2% per year and the non-essential capital projects are removed from the capital improvement list.

Currently 419 homes are entitled for development in the City of Hughson. With the collection of impact fees from these developments, a more aggressive growth rate could be assumed. Of those 419 homes, 69 homes are part of the Euclid South subdivision. Those homes are anticipated to be developed over the next 2 years. Euclid North is entitled for 51 homes. There is some discussion that this project will submit for a final map early in 2021. It is important to note that both projects have been approved since 2007/2008. The Parkwood Subdivision was approved on November 9, 2020 for 299 homes. This development is anticipated to move forward over the next five years, but there is no guarantee that this will happen. However, given the state of the housing market in Hughson, it may be possible to see the construction of these homes over the next 5-7 years, making a 2% growth rate a reasonable expectation.

This option also assumes that the two capital improvement projects discussed above are removed from the report.

Table 7F: 20% Rate Discount, 2% Growth Rate Assumed, Asset Value Capital Spending)

This Option is similar to Option E except that instead of removing the two capital improvement projects discussed above, a 1% asset value capital spending is assumed. At the end of the Fiscal Year 2029-30, the ending fund balance will be the same. This option allows for savings for most of the needed capital improvement projects.

Fiscal Impact:

The fiscal impact for the City is contingent on the option Council chooses to approve. All options are viable options for the City, and each option ensures that the City can maintain the required Debt Service Coverage for the State Water Resources Control Board loan.

It is important to note that any decrease in rates would be considered a discount rather than a rate decrease. Categorizing the decrease as a discount allows Council to increase the rate up to the current amount if the need arises.

City of Hughson Rate Study 2020



DRAFT Wastewater Tables 11/2020



BARTLE WELLS ASSOCIATES
Independent Public Finance Advisors

Single-Family Monthly Residential Sewer Rate Survey Conducted August 2020

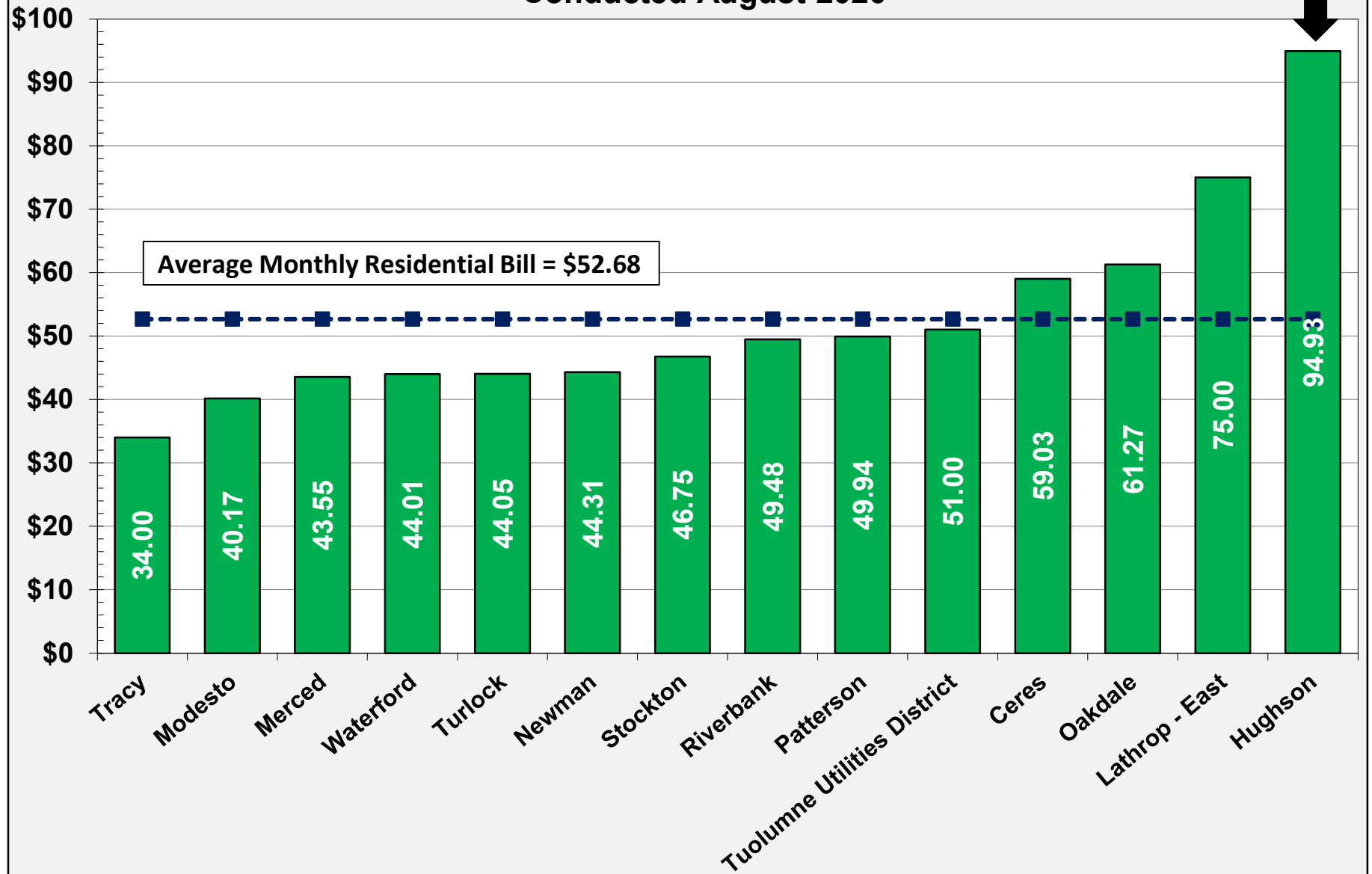


Table 1
City of Hughson
Wastewater Historical Rates

Sewer ID	Description	Note	Current Rates	1-Sep-14	August 1st, 2015	July 1st, 2016	July 1st, 2017
				3.00%	2.30%	2.70%	3.80%
0	Non-User		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Residential		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
2	Single Family		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
3	El Agave Azul		\$284.00	\$292.52	\$299.25	\$307.33	\$319.01
4	Duplexes		\$169.02	\$174.09	\$178.09	\$182.90	\$189.85
5	Main Street Deli		\$71.00	\$73.13	\$74.81	\$76.83	\$79.75
6	Triplexes		\$253.53	\$261.14	\$267.14	\$274.35	\$284.78
7	Subway		\$124.25	\$127.98	\$130.92	\$134.46	\$139.57
8	ABJ Hair		\$112.80	\$116.18	\$118.86	\$122.07	\$126.70
9	Rico's Pizza		\$85.20	\$87.76	\$89.77	\$92.20	\$95.70
10	Housing Authority	There are 47 units	\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
11	Grossi Fabrication		\$253.53	\$261.14	\$267.14	\$274.35	\$284.78
12	Apartments		\$507.07	\$522.28	\$534.29	\$548.72	\$569.57
13	Nail Salon		\$112.80	\$116.18	\$118.86	\$122.07	\$126.70
14	Mobile Home		\$754.78	\$777.42	\$795.30	\$816.78	\$847.81
15	Parks		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
16	Pers Health SVC	Medical Center/Dr. Choo	\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
17	Housing Authority		\$608.46	\$626.71	\$641.13	\$658.44	\$683.46
18	Pharmacy & Bank		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
19	Business & Apartment	Valadez Jewelry		\$174.10	\$178.10	\$182.91	\$189.86
20	Institutional/Civic		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
22	Professional Svcs.		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
23	Professional Svcs.		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
24	Retail Vendors		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
25	Mini Mart		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
26	Comm/Indust.	DFA	\$57,688.46	\$59,419.11	\$60,785.75	\$62,426.97	\$64,799.19
27	Restaurant		\$71.00	\$73.13	\$14.81	\$76.83	\$79.75
28	Restaurant	TACO SHOP	\$113.60	\$117.01	\$119.70	\$122.93	\$127.60
30	Restaurants	Golden Bowl	\$134.90	\$138.95	\$142.14	\$145.98	\$151.53
31	Restaurant	Pizza Factory	\$170.40	\$175.51	\$179.55	\$184.40	\$191.40
32	Drive-in/ Quickfood	Sonora Taco Shop	\$177.94	\$183.28	\$187.49	\$192.56	\$199.87
33	Restaurant	Hamilton's	\$170.40	\$175.51	\$179.55	\$184.40	\$191.40
34	Convenience Market		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
36	Major Food Mkt.	Rancho Market	\$420.35	\$432.96	\$442.92	\$454.88	\$472.16
37	Auto Service		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
38	Comm Laundry	Hughson Laundry Mat	\$393.06	\$404.85	\$414.16	\$425.35	\$441.51
39	Car Wash	Hughson Car Wash	\$245.99	\$253.37	\$259.20	\$266.20	\$276.31
40	Gas Station		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
41	Auto Service		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
42	Churches 1-100		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
43	Churches 100+		\$101.39	\$104.43	\$106.83	\$109.72	\$113.89
44	School		\$101.39	\$104.43	\$106.83	\$109.72	\$113.89
45	Schools	Hughson Christian School	\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
50	Sam. Vil-Res	SAM0001	\$3,057.14	\$3,148.85	\$3,221.28	\$3,308.25	\$3,433.97
51	Warehouse & Pool House	SAM0002/SAM0004	\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
52	Sam. Vil-Cot.	SAM0003	\$659.16		\$0.00	\$658.32	\$683.34
53	Sam. Vil-Apt.	SAM0005	\$3,194.41		\$0.00	\$3,456.18	\$3,587.51
54	Sam. Vil-Hosp	HOS0002	\$811.28	\$835.62	\$854.84	\$877.92	\$911.28
55	Sam. Vil-Apt. Ph3 (G)	SAM0008	\$2,383.13		\$0.00	\$2,743.00	\$2,847.23
56	Sam. Vil-Apt Ph3 (F)	SAM0007	\$2,585.95		\$0.00	\$2,633.28	\$2,733.34
58	Ross Jr.High		\$825.60	\$850.37	\$824.46	\$846.72	\$878.90
60	Fox Rd. School		\$522.68	\$538.36	\$593.32	\$609.34	\$632.49
62	High School		\$2,503.28	\$2,578.38	\$2,678.14	\$2,750.45	\$2,854.97
63	Billie Joe Dickens		\$112.88	\$116.27	\$186.68	\$89.32	\$92.71
64	Elementary School		\$1,021.68	\$1,052.33	\$1,082.90	\$1,112.14	\$1,154.40
66	Gas Station	Quick N Save	\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
67	Auto Sales		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
68	Major Food Market	Sav Mor Market	\$420.35	\$432.96	\$442.92	\$454.88	\$472.16
70	Major Food Market	La Perla	\$420.35	\$432.96	\$442.92	\$454.88	\$472.16
72	Restaurants	Daily Bread	\$124.25	\$127.98	\$130.92	\$134.46	\$139.57
74	Restaurant	Dos Locos Mexican Grill	\$127.80	\$131.63	\$134.66	\$138.30	\$143.55
75	Comm/Indust.		\$507.07	\$522.28	\$534.29	\$548.72	\$569.57
76	Comm/Indust.	Builders Choice	\$507.07	\$522.28	\$623.35	\$640.18	\$664.51

77	Comm/Indust.		\$169.02	\$174.09	\$178.09	\$182.90	\$189.85
78	Comm/Indust.		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
79	Comm/Indust.		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
80	Comm/Indust.	Hughson Terminal	\$221.32	\$227.96	\$233.20	\$239.50	\$248.60
81	Comm/Indust.		\$0.00	\$0.00	\$0.00	\$274.35	\$284.78
82	Comm/Indust.		\$169.02	\$174.09	\$178.09	\$182.90	\$189.85
84	Pers Health SVC		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
85	Beauty Shop/Mini Mark.		\$197.31	\$203.23	\$207.90	\$213.52	\$221.63
86	Pers Health SVC		\$55.42	\$57.08	\$58.40	\$59.97	\$62.25
88	Mobile Home 28 space		\$2,444.94	\$2,518.29	\$2,576.21	\$2,645.77	\$2,746.31
90	Mobile Home 17 Space		\$1,515.31	\$1,560.77	\$1,596.67	\$1,639.78	\$1,702.09
91	Apartments 8 Units			\$696.40	\$712.42	\$731.65	\$759.46
92	Apartments		\$507.07	\$522.28	\$534.29	\$548.72	\$569.57
93	Apartments		\$507.07	\$522.28	\$534.29	\$548.72	\$569.57
94	Mobile Home 14 Space		\$1,183.16	\$1,218.65	\$1,246.68	\$1,280.34	\$1,329.00
95	Gym	Get Fit 24 Hr		\$87.05	\$89.05	\$91.46	\$94.93
96	Apartments		\$422.56	\$435.24	\$445.25	\$457.27	\$474.65
97	Dry Cleaners		\$39.31	\$40.49	\$41.42	\$42.54	\$44.16
98	Apartments		\$591.58	\$609.33	\$623.34	\$640.17	\$664.50
99	Institutiona l/Civic		\$507.07	\$522.28	\$534.29	\$548.72	\$569.57
M4	Parks		\$84.51	\$87.05	\$89.05	\$91.45	\$94.93
BILLIE JOE DICKENS						\$89.32	\$92.71

Table 2
City of Hughson
Historical Wastewater Customers

Sewer ID	Customer	Rate	2017 Number of Accounts	2017 Revenue	2018 Number of Accounts	2018 Revenue	2019 Number of Accounts	2019 Revenue
1	Residential	\$94.93	7	\$7,974	8	\$9,113	13	\$14,809
2	Single Family	\$94.93	1,633	\$1,860,248	1,761	\$2,006,061	1,915	\$2,181,491
3	El Agave Azul	\$319.01	1	\$3,828	1	\$3,828	1	\$3,828
4	Duplexes	\$189.85	12	\$27,338	12	\$27,338	12	\$27,338
5	Main Street Deli	\$79.75	0	\$0	1	\$957	1	\$957
6	Triplexes	\$284.78	1	\$3,417	1	\$3,417	1	\$3,417
7	Subway	\$139.57	1	\$1,675	1	\$1,675	1	\$1,675
8	ABJ Hair	\$126.70	1	\$1,520	1	\$1,520	1	\$1,520
9	Rico's Pizza	\$95.70	0	\$0	1	\$1,148	1	\$1,148
10	Housing Authority	\$94.93	31	\$35,314	31	\$35,314	31	\$35,314
11	Grossi Fabrication	\$284.78	1	\$3,417	1	\$3,417	1	\$3,417
12	Apartments	\$569.57	4	\$27,339	5	\$34,174	5	\$34,174
13	Nail Salon	\$126.70	0	\$0	0	\$0	1	\$1,520
15	Parks	\$94.93	1	\$1,139	1	\$1,139	1	\$1,139
16	Pers Health SVC	\$94.93	1	\$1,139	1	\$1,139	1	\$1,139
17	Housing Authority	\$683.46	1	\$8,202	1	\$8,202	1	\$8,202
18	Pharmacy & Bank	\$94.93	1	\$1,139	1	\$1,139	2	\$2,278
19	Business & Apartment	\$189.86	1	\$2,278	1	\$2,278	1	\$2,278
20	Institutional/Civic	\$94.93	1	\$1,139	1	\$1,139	1	\$1,139
22	Professional Svcs.	\$94.93	10	\$11,392	13	\$14,809	17	\$19,366
23	Professional Svcs.	\$94.93	1	\$1,139	1	\$1,139	1	\$1,139
24	Retail Vendors	\$94.93	13	\$14,809	15	\$17,087	15	\$17,087
28	Restaurant	\$127.60	1	\$1,531	1	\$1,531	1	\$1,531
30	Restaurants	\$151.53	0	\$0	0	\$0	1	\$1,818
31	Restaurant	\$191.40	1	\$2,297	1	\$2,297	1	\$2,297
32	Drive-in/ Quickfood	\$199.87	1	\$2,398	2	\$4,797	2	\$4,797
33	Restaurant	\$191.40	1	\$2,297	1	\$2,297	1	\$2,297
34	Convenience Market	\$94.93	1	\$1,139	2	\$2,278	2	\$2,278
36	Major Food Mkt.	\$472.16	1	\$5,666	1	\$5,666	1	\$5,666
37	Auto Service	\$94.93	1	\$1,139	1	\$1,139	1	\$1,139
38	Comm Laundry	\$441.51	1	\$5,298	1	\$5,298	1	\$5,298
39	Car Wash	\$276.31	0	\$0	1	\$3,316	1	\$3,316
40	Gas Station	\$94.93	1	\$1,139	1	\$1,139	1	\$1,139
42	Churches 1-100	\$94.93	8	\$9,113	8	\$9,113	8	\$9,113
43	Churches 100+	\$113.89	4	\$5,467	4	\$5,467	4	\$5,467
45	Schools	\$94.93	1	\$1,139	1	\$1,139	1	\$1,139
50	Sam. Vil-Res	\$3,433.97	1	\$41,208	1	\$41,208	1	\$41,208
51	Warehouse & Pool House	\$94.93	2	\$2,278	2	\$2,278	2	\$2,278
52	Sam. Vil-Cot.	\$683.34	1	\$8,200	1	\$8,200	1	\$8,200
53	Sam. Vil-Apt.	\$3,587.51	1	\$43,050	1	\$43,050	1	\$43,050
54	Sam. Vil-Hosp	\$911.28	1	\$10,935	1	\$10,935	1	\$10,935
55	Sam. Vil-Apt. Ph3 (G)	\$2,847.23	1	\$34,167	1	\$34,167	1	\$34,167
56	Sam. Vil-Apt Ph3 (F)	\$2,733.34	1	\$32,800	1	\$32,800	1	\$32,800
58	Ross Jr.High	\$878.90	1	\$10,547	1	\$10,547	1	\$10,547
60	Fox Rd. School	\$632.49	1	\$7,590	1	\$7,590	1	\$7,590
62	High School	\$2,854.97	1	\$34,260	1	\$34,260	1	\$34,260
63	Billie Joe Dickens	\$92.71	1	\$1,113	1	\$1,113	1	\$1,113
64	Elementary School	\$1,154.40	1	\$13,853	1	\$13,853	1	\$13,853
66	Gas Station	\$94.93	1	\$1,139	1	\$1,139	1	\$1,139
70	Major Food Market	\$472.16	1	\$5,666	1	\$5,666	1	\$5,666
72	Restaurants	\$139.57	1	\$1,675	1	\$1,675	1	\$1,675
74	Restaurant	\$143.55	1	\$1,723	1	\$1,723	1	\$1,723
76	Comm/Indust.	\$664.51	1	\$7,974	1	\$7,974	1	\$7,974
78	Comm/Indust.	\$94.93	1	\$1,139	1	\$1,139	1	\$1,139

79	Comm/Indust.	\$94.93	1	\$1,139	1	\$1,139	1	\$1,139
80	Comm/Indust.	\$248.60	1	\$2,983	1	\$2,983	1	\$2,983
81	Comm/Indust.	\$284.78	1	\$3,417	1	\$3,417	1	\$3,417
82	Comm/Indust.	\$189.85	2	\$4,556	2	\$4,556	2	\$4,556
84	Pers Health SVC	\$94.93	1	\$1,139	2	\$2,278	2	\$2,278
86	Pers Health SVC	\$62.25	1	\$747	1	\$747	1	\$747
88	Mobile Home 28 space	\$2,746.31	1	\$32,956	1	\$32,956	1	\$32,956
90	Mobile Home 17 Space	\$1,702.09	0	\$0	0	\$0	1	\$20,425
91	Apartments 8 Units	\$759.46	1	\$9,114	1	\$9,114	1	\$9,114
92	Apartments	\$569.57	1	\$6,835	1	\$6,835	1	\$6,835
93	Apartments	\$569.57	0	\$0	0	\$0	1	\$6,835
94	Mobile Home 14 Space	\$1,329.00	1	\$15,948	1	\$15,948	1	\$15,948
95	Gym	\$94.93	1	\$1,139	1	\$1,139	1	\$1,139
96	Apartments	\$474.65	2	\$11,392	3	\$17,087	3	\$17,087
99	Institutiona I/Civic	\$569.57	<u>1</u>	<u>\$6,835</u>	<u>1</u>	<u>\$6,835</u>	<u>1</u>	<u>\$6,835</u>
Totals			1,778	\$2,410,588	1,920	\$2,585,864	2,088	\$2,803,285
DFA				\$777,590	\$777,590		\$777,590	
				\$3,188,178	\$3,363,454		\$3,580,875	

Table 3
City of Hughson
2019 Wastewater Customers

Sewer ID	Customer	Number of Accounts	Current Monthly Sewer Rate	Current EDUs Per Account	Current Total EDUs	# of Seat/Unit/ Stalls/Businesses	Current Calculated Rate Per Unit
1	Residential	13	\$94.93	1.00	13		
2	Single Family	1,915	\$94.93	1.00	1,915		
3	El Agave Azul	1	\$319.01	3.40	3	80	\$3.99
4	Duplexes	12	\$189.85	2.00	24	2	\$94.93
5	Main Street Deli	1	\$79.75	0.80	1	20	\$3.99
6	Triplexes	1	\$284.78	3.00	3	3	\$94.93
7	Subway	1	\$139.57	1.50	2	35	\$3.99
8	ABJ Hair	1	\$126.70	1.30	1		
9	Rico's Pizza	1	\$95.70	1.00	1	24	\$3.99
10	Housing Authority	31	\$94.93	1.00	31	1	\$94.93
11	Grossi Fabrication	1	\$284.78	3.00	3		
12	Apartments	5	\$569.57	6.00	30	6	\$94.93
13	Nail Salon	1	\$126.70	1.30	1		
15	Parks	1	\$94.93	1.00	1		
16	Pers Health SVC	1	\$94.93	1.00	1		
17	Housing Authority	1	\$683.46	7.20	7		
18	Pharmacy & Bank	2	\$94.93	1.00	2		
19	Business & Apartment	1	\$189.86	2.00	2		
20	Institutional/Civic	1	\$94.93	1.00	1		
22	Professional Svcs.	17	\$94.93	1.00	17		
23	Professional Svcs.	1	\$94.93	1.00	1		
24	Retail Vendors	15	\$94.93	1.00	15		
28	Restaurant	1	\$127.60	1.30	1	32	\$3.99
30	Restaurants	1	\$151.53	1.60	2	38	\$3.99
31	Restaurant	1	\$191.40	2.00	2	48	\$3.99
32	Drive-in/ Quickfood	2	\$199.87	2.10	4		
33	Restaurant	1	\$191.40	2.00	2	48	\$3.99
34	Convenience Market	2	\$94.93	1.00	2		
36	Major Food Mkt.	1	\$472.16	5.00	5		
37	Auto Service	1	\$94.93	1.00	1		
38	Comm Laundry	1	\$441.51	4.70	5	10	\$44.15
39	Car Wash	1	\$276.31	2.90	3	4	\$69.08
40	Gas Station	1	\$94.93	1.00	1		
42	Churches 1-100	8	\$94.93	1.00	8		
43	Churches 100+	4	\$113.89	1.20	5		
45	Schools	1	\$94.93	1.00	1		
50	Sam. Vil-Res	1	\$3,433.97	36.20	36		
51	Warehouse & Pool House	2	\$94.93	1.00	2	1 each	

52	Sam. Vil-Cot.	1	\$683.34	7.20	7	15	\$45.56
53	Sam. Vil-Apt.	1	\$3,587.51	37.80	38	43	\$83.43
54	Sam. Vil-Hosp	1	\$911.28	9.60	10	16	\$56.96
55	Sam. Vil-Apt. Ph3 (G)	1	\$2,847.23	30.00	30	35	\$81.35
56	Sam. Vil-Apt Ph3 (F)	1	\$2,733.34	28.80	29	29	\$94.25
58	Ross Jr.High	1	\$878.90	9.30	9	453	\$1.94
60	Fox Rd. School	1	\$632.49	6.70	7	326	\$1.94
62	High School	1	\$2,854.97	30.10	30	746	\$3.83
63	Billie Joe Dickens	1	\$92.71	1.00	1	52	\$1.78
64	Elementary School	1	\$1,154.40	12.20	12	595	\$1.94
66	Gas Station	1	\$94.93	1.00	1		
70	Major Food Market	1	\$472.16	5.00	5		
72	Restaurants	1	\$139.57	1.50	2	35	\$3.99
74	Restaurant	1	\$143.55	1.50	2	36	\$3.99
76	Comm/Indust.	1	\$664.51	7.00	7	76	\$8.74
78	Comm/Indust.	1	\$94.93	1.00	1		
79	Comm/Indust.	1	\$94.93	1.00	1		
80	Comm/Indust.	1	\$248.60	2.60	3		
81	Comm/Indust.	1	\$284.78	3.00	3		
82	Comm/Indust.	2	\$189.85	2.00	4	2	\$94.93
84	Pers Health SVC	2	\$94.93	1.00	2		
86	Pers Health SVC	1	\$62.25	0.70	1		
88	Mobile Home 28 space	1	\$2,746.31	28.90	29	28 & 2 washers	
90	Mobile Home 17 Space	1	\$1,702.09	17.90	18	17 & 2 washers	
91	Apartments 8 Units	1	\$759.46	8.00	8	8	\$94.93
92	Apartments	1	\$569.57	6.00	6	6	\$94.93
93	Apartments	1	\$569.57	6.00	6	6	\$94.93
94	Mobile Home 14 Space	1	\$1,329.00	14.00	14	14	\$94.93
95	Gym	1	\$94.93	1.00	1		
96	Apartments	3	\$474.65	5.00	15	5	\$94.93
99	Institutiona I/Civic	1	\$569.57	6.00	6	6	\$94.93
Totals		2,088		400	2,461		

Table 4
City of Hughson
Estimated Current Rate Revenue

Sewer ID	Customer	Number of Accounts	Current Monthly Sewer Rate	Estimated Rate Revenue (Annual)
1	Residential	13	\$94.93	\$14,809
2	Single Family	1915	\$94.93	\$2,181,491
3	El Agave Azul	1	\$319.01	\$3,828
4	Duplexes	12	\$189.85	\$27,338
5	Main Street Deli	1	\$79.75	\$957
6	Triplexes	1	\$284.78	\$3,417
7	Subway	1	\$139.57	\$1,675
8	ABJ Hair	1	\$126.70	\$1,520
9	Rico's Pizza	1	\$95.70	\$1,148
10	Housing Authority	31	\$94.93	\$35,314
11	Grossi Fabrication	1	\$284.78	\$3,417
12	Apartments	5	\$569.57	\$34,174
13	Nail Salon	1	\$126.70	\$1,520
15	Parks	1	\$94.93	\$1,139
16	Pers Health SVC	1	\$94.93	\$1,139
17	Housing Authority	1	\$683.46	\$8,202
18	Pharmacy & Bank	2	\$94.93	\$2,278
19	Business & Aparment	1	\$189.86	\$2,278
20	Institutional/Civic	1	\$94.93	\$1,139
22	Professional Svcs.	17	\$94.93	\$19,366
23	Professional Svcs.	1	\$94.93	\$1,139
24	Retail Vendors	15	\$94.93	\$17,087
28	Restaurant	1	\$127.60	\$1,531
30	Restrauments	1	\$151.53	\$1,818
31	Restaurant	1	\$191.40	\$2,297
32	Drive-in/ Quickfood	2	\$199.87	\$4,797
33	Restaurant	1	\$191.40	\$2,297
34	Convenience Market	2	\$94.93	\$2,278
36	Major Food Mkt.	1	\$472.16	\$5,666
37	Auto Service	1	\$94.93	\$1,139
38	Comm Laundry	1	\$441.51	\$5,298
39	Car Wash	1	\$276.31	\$3,316
40	Gas Station	1	\$94.93	\$1,139
42	Churches 1-100	8	\$94.93	\$9,113

43	Churches 100+	4	\$113.89	\$5,467
45	Schools	1	\$94.93	\$1,139
50	Sam. Vil-Res	1	\$3,433.97	\$41,208
51	Warehouse & Pool House	2	\$94.93	\$2,278
52	Sam. Vil-Cot.	1	\$683.34	\$8,200
53	Sam. Vil-Apt.	1	\$3,587.51	\$43,050
54	Sam. Vil-Hosp	1	\$911.28	\$10,935
55	5am. VII-Apt. Ph3 (G)	1	\$2,847.23	\$34,167
56	Sam. Vil-Apt Ph3 (F)	1	\$2,733.34	\$32,800
58	Ross Jr.High	1	\$878.90	\$10,547
60	Fox Rd. School	1	\$632.49	\$7,590
62	High School	1	\$2,854.97	\$34,260
63	Billie Joe Dickens	1	\$92.71	\$1,113
64	Elementary School	1	\$1,154.40	\$13,853
66	Gas Station	1	\$94.93	\$1,139
70	Major Food Market	1	\$472.16	\$5,666
72	Restaurants	1	\$139.57	\$1,675
74	Restaurant	1	\$143.55	\$1,723
76	Comm/Indust.	1	\$664.51	\$7,974
78	Comm/Indust.	1	\$94.93	\$1,139
79	Comm/Indust.	1	\$94.93	\$1,139
80	Comm/Indust.	1	\$248.60	\$2,983
81	Comm/Indust.	1	\$284.78	\$3,417
82	Comm/Indust.	2	\$189.85	\$4,556
84	Pers Health SVC	2	\$94.93	\$2,278
86	Pers Health SVC	1	\$62.25	\$747
88	Mobile Home 28 space	1	\$2,746.31	\$32,956
90	Mobile Home 17 Space	1	\$1,702.09	\$20,425
91	Apartments 8 Units	1	\$759.46	\$9,114
92	Apartments	1	\$569.57	\$6,835
93	Apartments	1	\$569.57	\$6,835
94	Mobile Home 14 Space	1	\$1,329.00	\$15,948
95	Gym	1	\$94.93	\$1,139
96	Apartments	3	\$474.65	\$17,087
99	Institutiona I/Civic	<u>1</u>	\$569.57	<u>\$6,835</u>
Totals		2088		\$2,803,285

Table 5
City of Hughson
Outstanding Debt

Debt Issuance	Interest Rate	Original Principal	Year Issued	Annual Payment Amount	Due Thru
RDA Refunding & Capital projects (Bond payable from Tax increment)	2.00%	\$ 2,660,000	2016	Principal \$ 100,000 Interest \$ 83,500 Total: \$183,500	2036
Water Tank Project Loan (Loan payable from revenues of the water system)	3.40%	\$ 2,400,000	2006	Principal \$138,170 Interest \$ 35,303 Total: \$ 173,473	2026
WWTP Expansion Project Preliminary Planning, design and capital exp (Loan payable from revenues of the WWTP and Sewer Revenues)	3.40%	\$ 6,780,000	2008	Principal \$355,699 Interest \$122,033 Total: \$ 477,732	2028
STATE WATER RESOURCE BOARD SRF LOAN WWTP Expansion Project (Loan payable from revenues of the WWTP and Sewer Revenues)	1%	\$ 20,871,789	2010	Principal \$1,135,314 Interest \$122,824 Total \$ 1,258,138	2030
STATE WATER RESOURCE BOARD SRF LOAN REFINANCE	1%	\$ 20,871,789	2020	Principal \$479,666 Interest \$111,470 Total \$ 591,136	2041

Table 6
City of Hughson
Capital Improvement Program

Capital Improvement	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28
Fix cracks on Tully Road residential line Transfer laterals from old DFA line to residential line on Tully Road Abandon DFA line	\$750,000	\$750,000						
Replace 8" pipe with 10" pipe on 2nd Street from Hughson Ave to Locust Street (560 ft) Replace 8" pipe with 10" pipe on Whitmore Ave from 5th St to 3rd St (1,020 ft)			\$500,000	\$500,000				
Replace all residential lines and pull manholes out of backyards to the front. South of Whitmore from Charles through 7th Street Replace clay / concrete laterals with pvc pipe					\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000
Replace clay/concrete laterals in downtown Hughson (approx. 3500 ft)								
Camera						\$50,000		
Total	\$750,000	\$750,000	\$500,000	\$500,000	\$1,200,000	\$1,250,000	\$1,200,000	\$1,200,000
Inflation Adjustment (3% Per Year)	\$750,000	\$773,000	\$530,000	\$546,000	\$1,351,000	\$1,449,000	\$1,433,000	\$1,476,000

Table 6
City of Hughson
Capital Improvement Program

Capital Improvement	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	2035/36	Total
Fix cracks on Tully Road residential line Transfer laterals from old DFA line to residential line on Tully Road Abandon DFA line									\$1,500,000
Replace 8" pipe with 10" pipe on 2nd Street from Hughson Ave to Locust Street (560 ft) Replace 8" pipe with 10" pipe on Whitmore Ave from 5th St to 3rd St (1,020 ft)									\$1,000,000
Replace all residential lines and pull manholes out of backyards to the front. South of Whitmore from Charles through 7th Street Replace clay / concrete laterals with pvc pipe	\$1,200,000								\$6,000,000
Replace clay/concrete laterals in downtown Hughson (approx. 3500 ft)		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000			\$5,000,000
Camera			\$50,000					\$50,000	\$150,000
Total	\$1,200,000	\$1,000,000	\$1,050,000	\$1,000,000	\$1,000,000	\$1,000,000	\$0	\$50,000	\$13,650,000
Inflation Adjustment (3% Per Year)	\$1,520,000	\$1,305,000	\$1,411,000	\$1,384,000	\$1,426,000	\$1,469,000	\$0	\$77,900	\$16,900,900

Table 7A
City of Hughson
Wastewater Cash Flow Projection (Loan paid off in FY 2020/21 & SRF Extension, CIP)

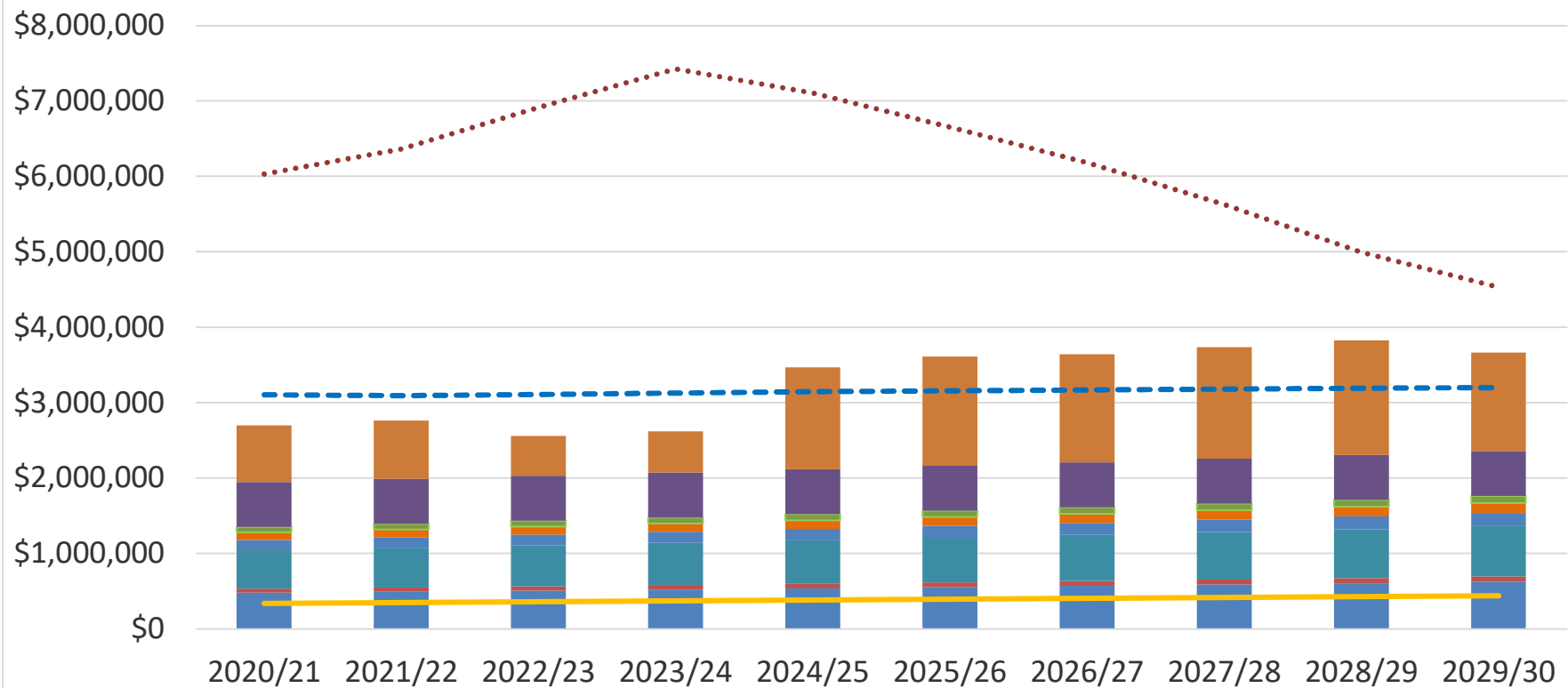
	2020/21	2021/22	2022/23	2023/24	2024/25
Beginning Fund Balance	\$9,300,075	\$6,029,964	\$6,363,278	\$6,914,528	\$7,425,169
% Rate Revenue Increase	0.00%	0.00%	0.00%	0.00%	0.00%
Growth - %	0.5%	0.5%	0.5%	0.5%	0.5%
REVENUES					
Operating Revenue					
Service Charges	\$2,817,302	\$2,831,388	\$2,845,545	\$2,859,773	\$2,874,072
Connection Fees	178,815	178,815	178,815	178,815	178,815
Penalties	35,000	35,000	35,000	35,000	35,000
Interest	69,751	45,225	47,725	51,859	55,689
<u>Miscellaneous Revenue</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>
Total Operating Revenues	\$3,103,567	\$3,093,128	\$3,109,785	\$3,128,147	\$3,146,275
Non Operating Revenues					
Total Non Operating Revenues	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$3,103,567	\$3,093,128	\$3,109,785	\$3,128,147	\$3,146,275
EXPENSES					
Operating Expenses					
Salaries and Benefits	\$478,016	\$492,356	\$507,127	\$522,341	\$538,011
Supplies & Equipment	53,107	54,700	56,341	58,031	59,772
Professional Services	511,986	527,346	543,166	559,461	576,245
Maintenance and Repairs	72,100	74,263	76,491	78,786	81,149
Utilities	133,900	137,917	142,055	146,316	150,706
<u>Miscellaneous</u>	<u>101,064</u>	<u>104,096</u>	<u>107,218</u>	<u>110,435</u>	<u>113,748</u>
Total Operating Expenses	\$1,350,172	\$1,390,678	\$1,432,398	\$1,475,370	\$1,519,631
NET REVENUES FOR DEBT SERVICE	\$1,753,395	\$1,702,450	\$1,677,387	\$1,652,777	\$1,626,644
Non Operating Expenses					
Debt Service	\$596,136	\$596,136	\$596,136	\$596,136	\$596,136
Debt Payoff	3,677,371	0	0	0	0
<u>CIP</u>	<u>750,000</u>	<u>773,000</u>	<u>530,000</u>	<u>546,000</u>	<u>1,351,000</u>
Total Non Operating Expenses	\$5,023,507	\$1,369,136	\$1,126,136	\$1,142,136	\$1,947,136
TOTAL EXPENSES	\$6,373,679	\$2,759,814	\$2,558,534	\$2,617,506	\$3,466,767
NET INCOME	(\$3,270,112)	\$333,314	\$551,251	\$510,641	(\$320,492)
Ending Fund Balance	\$6,029,964	\$6,363,278	\$6,914,528	\$7,425,169	\$7,104,678
Total Unrestricted Fund Target (25% O&M)	\$337,543	\$347,669	\$358,099	\$368,842	\$379,908
<i>Target Met</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>
Debt Service Coverage (Min. 1.1x)	2.94	2.86	2.81	2.77	2.73

Table 7A
City of Hughson
Wastewater Cash Flow Projection (Loan p

	2025/26	2026/27	2027/28	2028/29	2029/30
Beginning Fund Balance	\$7,104,678	\$6,652,564	\$6,180,545	\$5,628,134	\$4,992,352
% Rate Revenue Increase	0.00%	0.00%	0.00%	0.00%	0.00%
Growth - %	0.5%	0.5%	0.5%	0.5%	0.5%
REVENUES					
Operating Revenue					
Service Charges	\$2,888,442	\$2,902,884	\$2,917,399	\$2,931,986	\$2,946,645
Connection Fees	178,815	178,815	178,815	178,815	178,815
Penalties	35,000	35,000	35,000	35,000	35,000
Interest	53,285	49,894	46,354	42,211	37,443
<u>Miscellaneous Revenue</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>
Total Operating Revenues	\$3,158,242	\$3,169,293	\$3,180,268	\$3,190,712	\$3,200,603
Non Operating Revenues					
Total Non Operating Revenues	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$3,158,242	\$3,169,293	\$3,180,268	\$3,190,712	\$3,200,603
EXPENSES					
Operating Expenses					
Salaries and Benefits	\$554,151	\$570,776	\$587,899	\$605,536	\$623,702
Supplies & Equipment	61,565	63,412	65,315	67,274	69,292
Professional Services	593,532	611,338	629,678	648,569	668,026
Maintenance and Repairs	83,584	86,091	88,674	91,334	94,074
Utilities	155,227	159,884	164,680	169,621	174,709
<u>Miscellaneous</u>	<u>117,160</u>	<u>120,675</u>	<u>124,295</u>	<u>128,024</u>	<u>131,865</u>
Total Operating Expenses	\$1,565,220	\$1,612,176	\$1,660,542	\$1,710,358	\$1,761,669
NET REVENUES FOR DEBT SERVICE	\$1,593,022	\$1,557,117	\$1,519,726	\$1,480,354	\$1,438,934
Non Operating Expenses					
Debt Service	\$596,136	\$596,136	\$596,136	\$596,136	\$596,136
Debt Payoff	0	0	0	0	0
<u>CIP</u>	<u>1,449,000</u>	<u>1,433,000</u>	<u>1,476,000</u>	<u>1,520,000</u>	<u>1,305,000</u>
Total Non Operating Expenses	\$2,045,136	\$2,029,136	\$2,072,136	\$2,116,136	\$1,901,136
TOTAL EXPENSES	\$3,610,356	\$3,641,312	\$3,732,678	\$3,826,494	\$3,662,805
NET INCOME	(\$452,114)	(\$472,019)	(\$552,410)	(\$635,782)	(\$462,202)
Ending Fund Balance	\$6,652,564	\$6,180,545	\$5,628,134	\$4,992,352	\$4,530,150
Total Unrestricted Fund Target (25% O&M)	\$391,305	\$403,044	\$415,135	\$427,590	\$440,417
<i>Target Met</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>
Debt Service Coverage (Min. 1.1x)	2.67	2.61	2.55	2.48	2.41

Chart A

Wastewater Projected Revenue, Expenses & Reserves



- Salaries and Benefits
- Professional Services
- Miscellaneous
- Debt Service
- Total Revenue
- Recommended Operating Reserves (25% O&M)
- Supplies & Equipment
- Utilities
- Maintenance and Repairs
- Capital
- Fund Reserves

Table 7B
City of Hughson
Wastewater Cash Flow Projection (10% Rate Cut, Inflationary Increases)

	2020/21	2021/22	2022/23	2023/24	2024/25
Beginning Fund Balance	\$9,300,075	\$6,029,964	\$6,080,139	\$6,344,712	\$6,565,101
% Rate Revenue Increase	0.00%	-10.00%	0.00%	0.00%	0.00%
Growth - %	0.5%	0.5%	0.5%	0.5%	0.5%
REVENUES					
Operating Revenue					
Service Charges	\$2,817,302	\$2,548,249	\$2,560,990	\$2,573,795	\$2,586,664
Connection Fees	178,815	178,815	178,815	178,815	178,815
Penalties	35,000	35,000	35,000	35,000	35,000
Interest	69,751	45,225	45,601	47,585	49,238
Miscellaneous Revenue	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>
Total Operating Revenues	\$3,103,567	\$2,809,989	\$2,823,106	\$2,837,896	\$2,852,418
Non Operating Revenues					
Total Non Operating Revenues	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$3,103,567	\$2,809,989	\$2,823,106	\$2,837,896	\$2,852,418
EXPENSES					
Operating Expenses					
Salaries and Benefits	\$478,016	\$492,356	\$507,127	\$522,341	\$538,011
Supplies & Equipment	53,107	54,700	56,341	58,031	59,772
Professional Services	511,986	527,346	543,166	559,461	576,245
Maintenance and Repairs	72,100	74,263	76,491	78,786	81,149
Utilities	133,900	137,917	142,055	146,316	150,706
Miscellaneous	<u>101,064</u>	<u>104,096</u>	<u>107,218</u>	<u>110,435</u>	<u>113,748</u>
Total Operating Expenses	\$1,350,172	\$1,390,678	\$1,432,398	\$1,475,370	\$1,519,631
NET REVENUES FOR DEBT SERVICE	\$1,753,395	\$1,419,311	\$1,390,709	\$1,362,526	\$1,332,787
Non Operating Expenses					
Debt Service	\$596,136	\$596,136	\$596,136	\$596,136	\$596,136
Debt Payoff	3,677,371	0	0	0	0
CIP	<u>750,000</u>	<u>773,000</u>	<u>530,000</u>	<u>546,000</u>	<u>1,351,000</u>
Total Non Operating Expenses	\$5,023,507	\$1,369,136	\$1,126,136	\$1,142,136	\$1,947,136
TOTAL EXPENSES	\$6,373,679	\$2,759,814	\$2,558,534	\$2,617,506	\$3,466,767
NET INCOME	(\$3,270,112)	\$50,175	\$264,573	\$220,390	(\$614,349)
Ending Fund Balance	\$6,029,964	\$6,080,139	\$6,344,712	\$6,565,101	\$5,950,752
Total Unrestricted Fund Target (25% O&M)	\$337,543	\$347,669	\$358,099	\$368,842	\$379,908
Target Met	yes	yes	yes	yes	yes
Debt Service Coverage (Min. 1.1x)	2.94	2.38	2.33	2.29	2.24

Table 7B
City of Hughson
Wastewater Cash Flow Projection (10% R

	2025/26	2026/27	2027/28	2028/29	2029/30
Beginning Fund Balance	\$5,950,752	\$5,253,132	\$4,585,877	\$3,890,478	\$3,165,986
% Rate Revenue Increase	2.00%	2.00%	2.00%	2.00%	2.00%
Growth - %	0.5%	0.5%	0.5%	0.5%	0.5%
REVENUES					
Operating Revenue					
Service Charges	\$2,651,590	\$2,718,145	\$2,786,370	\$2,856,308	\$2,928,001
Connection Fees	178,815	178,815	178,815	178,815	178,815
Penalties	35,000	35,000	35,000	35,000	35,000
Interest	44,631	39,398	34,394	29,179	23,745
<u>Miscellaneous Revenue</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>
Total Operating Revenues	\$2,912,735	\$2,974,058	\$3,037,279	\$3,102,001	\$3,168,261
Non Operating Revenues					
Total Non Operating Revenues	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$2,912,735	\$2,974,058	\$3,037,279	\$3,102,001	\$3,168,261
EXPENSES					
Operating Expenses					
Salaries and Benefits	\$554,151	\$570,776	\$587,899	\$605,536	\$623,702
Supplies & Equipment	61,565	63,412	65,315	67,274	69,292
Professional Services	593,532	611,338	629,678	648,569	668,026
Maintenance and Repairs	83,584	86,091	88,674	91,334	94,074
Utilities	155,227	159,884	164,680	169,621	174,709
<u>Miscellaneous</u>	<u>117,160</u>	<u>120,675</u>	<u>124,295</u>	<u>128,024</u>	<u>131,865</u>
Total Operating Expenses	\$1,565,220	\$1,612,176	\$1,660,542	\$1,710,358	\$1,761,669
NET REVENUES FOR DEBT SERVICE	\$1,347,515	\$1,361,882	\$1,376,737	\$1,391,643	\$1,406,592
Non Operating Expenses					
Debt Service	\$596,136	\$596,136	\$596,136	\$596,136	\$596,136
Debt Payoff	0	0	0	0	0
<u>CIP</u>	<u>1,449,000</u>	<u>1,433,000</u>	<u>1,476,000</u>	<u>1,520,000</u>	<u>1,305,000</u>
Total Non Operating Expenses	\$2,045,136	\$2,029,136	\$2,072,136	\$2,116,136	\$1,901,136
TOTAL EXPENSES	\$3,610,356	\$3,641,312	\$3,732,678	\$3,826,494	\$3,662,805
NET INCOME	(\$697,621)	(\$667,254)	(\$695,399)	(\$724,493)	(\$494,544)
Ending Fund Balance	\$5,253,132	\$4,585,877	\$3,890,478	\$3,165,986	\$2,671,442
Total Unrestricted Fund Target (25% O&M)	\$391,305	\$403,044	\$415,135	\$427,590	\$440,417
<i>Target Met</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>
Debt Service Coverage (Min. 1.1x)	2.26	2.28	2.31	2.33	2.36

Chart B

Wastewater Projected Revenue, Expenses & Reserves

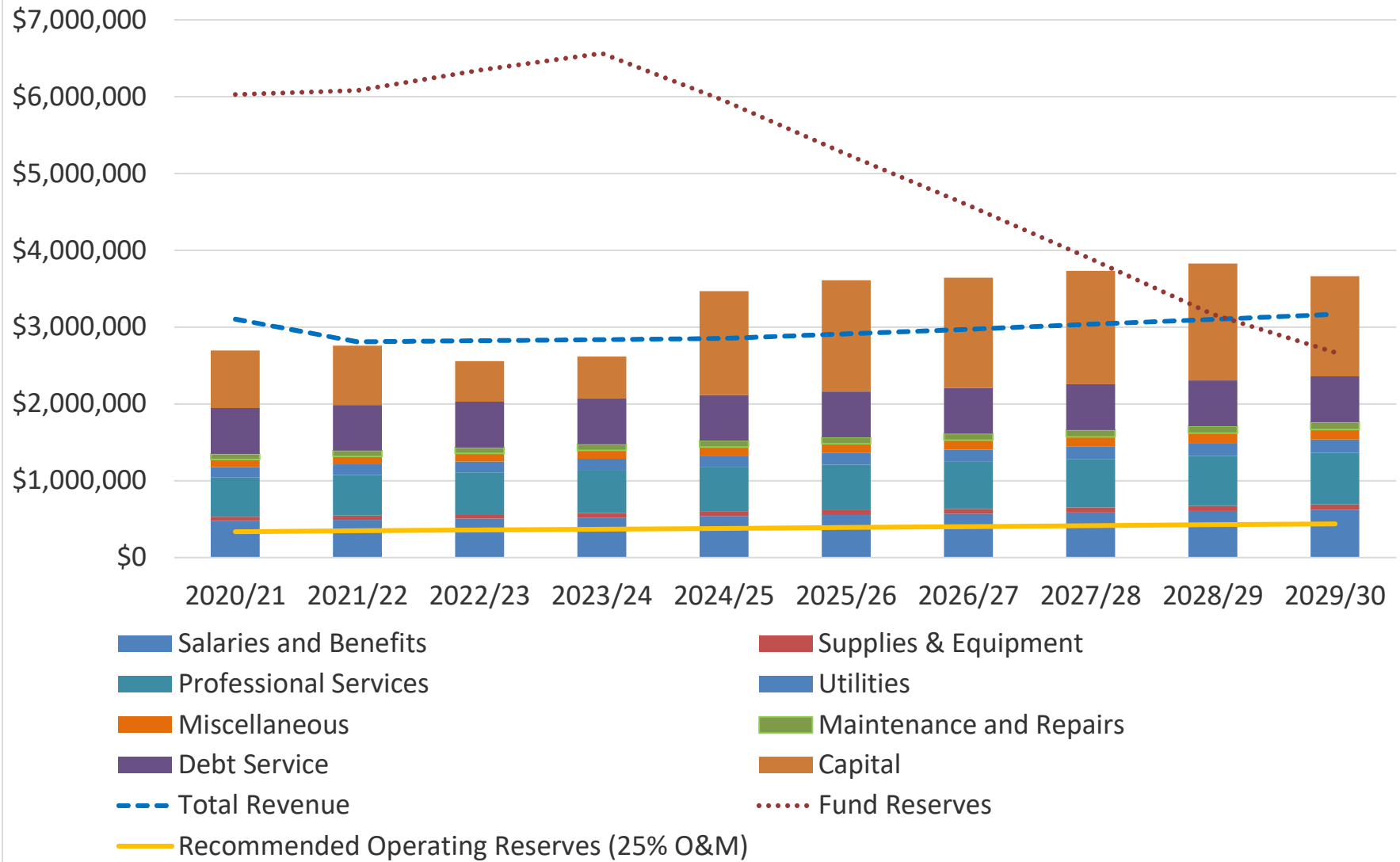


Table 7C
City of Hughson
Wastewater Cash Flow Projection (10% Rate Cut, No Inflationary Increases)

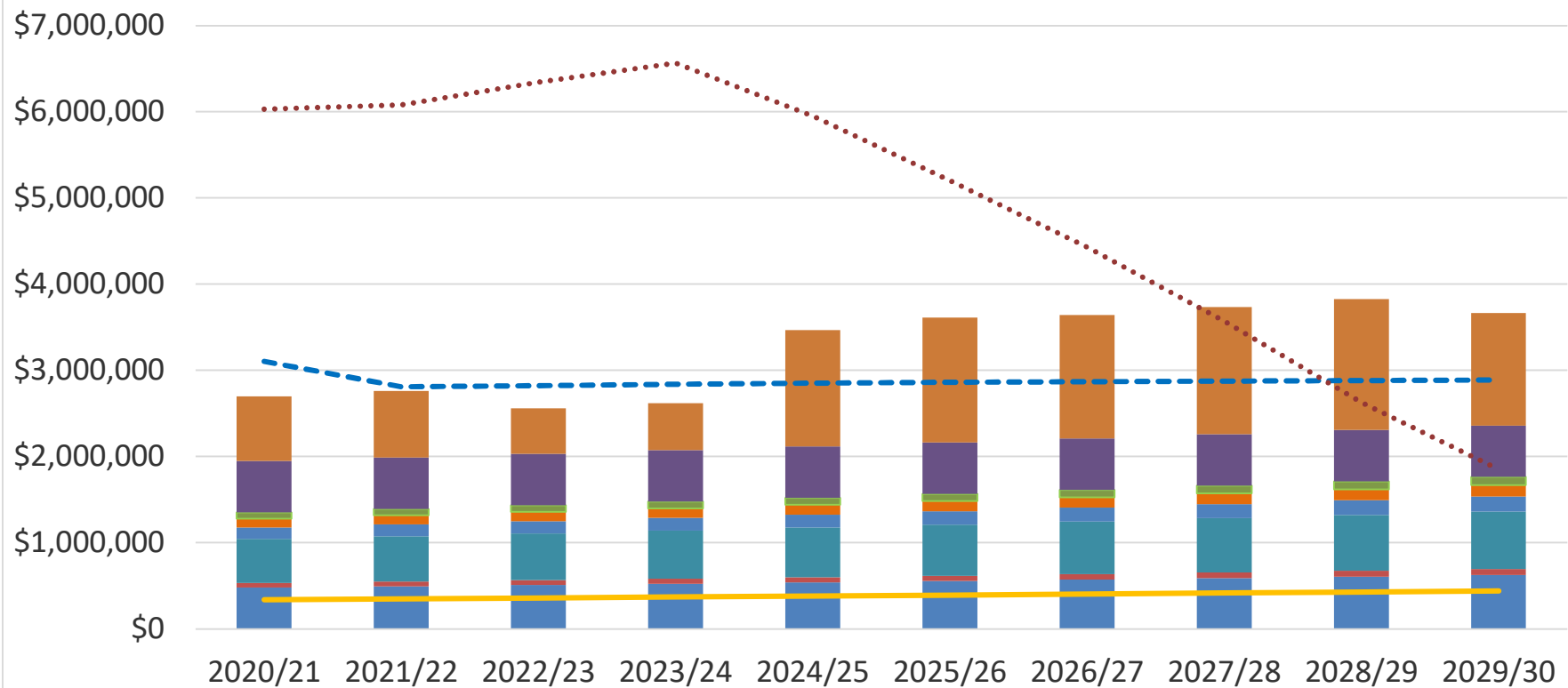
	2020/21	2021/22	2022/23	2023/24	2024/25
Beginning Fund Balance	\$9,300,075	\$6,029,964	\$6,080,139	\$6,344,712	\$6,565,101
% Rate Revenue Increase	0.00%	-10.00%	0.00%	0.00%	0.00%
Growth - %	0.5%	0.5%	0.5%	0.5%	0.5%
REVENUES					
Operating Revenue					
Service Charges	\$2,817,302	\$2,548,249	\$2,560,990	\$2,573,795	\$2,586,664
Connection Fees	178,815	178,815	178,815	178,815	178,815
Penalties	35,000	35,000	35,000	35,000	35,000
Interest	69,751	45,225	45,601	47,585	49,238
<u>Miscellaneous Revenue</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>
Total Operating Revenues	\$3,103,567	\$2,809,989	\$2,823,106	\$2,837,896	\$2,852,418
Non Operating Revenues					
Total Non Operating Revenues	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$3,103,567	\$2,809,989	\$2,823,106	\$2,837,896	\$2,852,418
EXPENSES					
Operating Expenses					
Salaries and Benefits	\$478,016	\$492,356	\$507,127	\$522,341	\$538,011
Supplies & Equipment	53,107	54,700	56,341	58,031	59,772
Professional Services	511,986	527,346	543,166	559,461	576,245
Maintenance and Repairs	72,100	74,263	76,491	78,786	81,149
Utilities	133,900	137,917	142,055	146,316	150,706
<u>Miscellaneous</u>	<u>101,064</u>	<u>104,096</u>	<u>107,218</u>	<u>110,435</u>	<u>113,748</u>
Total Operating Expenses	\$1,350,172	\$1,390,678	\$1,432,398	\$1,475,370	\$1,519,631
NET REVENUES FOR DEBT SERVICE	\$1,753,395	\$1,419,311	\$1,390,709	\$1,362,526	\$1,332,787
Non Operating Expenses					
Debt Service	\$596,136	\$596,136	\$596,136	\$596,136	\$596,136
Debt Payoff	3,677,371	0	0	0	0
<u>CIP</u>	<u>750,000</u>	<u>773,000</u>	<u>530,000</u>	<u>546,000</u>	<u>1,351,000</u>
Total Non Operating Expenses	\$5,023,507	\$1,369,136	\$1,126,136	\$1,142,136	\$1,947,136
TOTAL EXPENSES	\$6,373,679	\$2,759,814	\$2,558,534	\$2,617,506	\$3,466,767
NET INCOME	(\$3,270,112)	\$50,175	\$264,573	\$220,390	(\$614,349)
Ending Fund Balance	\$6,029,964	\$6,080,139	\$6,344,712	\$6,565,101	\$5,950,752
Total Unrestricted Fund Target (25% O&M)	\$337,543	\$347,669	\$358,099	\$368,842	\$379,908
<i>Target Met</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>
Debt Service Coverage (Min. 1.1x)	2.94	2.38	2.33	2.29	2.24

Table 7C
City of Hughson
Wastewater Cash Flow Projection (10% R

	2025/26	2026/27	2027/28	2028/29	2029/30
Beginning Fund Balance	\$5,950,752	\$5,201,140	\$4,427,946	\$3,570,652	\$2,626,240
% Rate Revenue Increase	0.00%	0.00%	0.00%	0.00%	0.00%
Growth - %	0.5%	0.5%	0.5%	0.5%	0.5%
REVENUES					
Operating Revenue					
Service Charges	\$2,599,598	\$2,612,596	\$2,625,659	\$2,638,787	\$2,651,981
Connection Fees	178,815	178,815	178,815	178,815	178,815
Penalties	35,000	35,000	35,000	35,000	35,000
Interest	44,631	39,009	33,210	26,780	19,697
<u>Miscellaneous Revenue</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>
Total Operating Revenues	\$2,860,743	\$2,868,119	\$2,875,383	\$2,882,082	\$2,888,193
Non Operating Revenues					
Total Non Operating Revenues	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$2,860,743	\$2,868,119	\$2,875,383	\$2,882,082	\$2,888,193
EXPENSES					
Operating Expenses					
Salaries and Benefits	\$554,151	\$570,776	\$587,899	\$605,536	\$623,702
Supplies & Equipment	61,565	63,412	65,315	67,274	69,292
Professional Services	593,532	611,338	629,678	648,569	668,026
Maintenance and Repairs	83,584	86,091	88,674	91,334	94,074
Utilities	155,227	159,884	164,680	169,621	174,709
<u>Miscellaneous</u>	<u>117,160</u>	<u>120,675</u>	<u>124,295</u>	<u>128,024</u>	<u>131,865</u>
Total Operating Expenses	\$1,565,220	\$1,612,176	\$1,660,542	\$1,710,358	\$1,761,669
NET REVENUES FOR DEBT SERVICE	\$1,295,523	\$1,255,943	\$1,214,842	\$1,171,724	\$1,126,524
Non Operating Expenses					
Debt Service	\$596,136	\$596,136	\$596,136	\$596,136	\$596,136
Debt Payoff	0	0	0	0	0
<u>CIP</u>	<u>1,449,000</u>	<u>1,433,000</u>	<u>1,476,000</u>	<u>1,520,000</u>	<u>1,305,000</u>
Total Non Operating Expenses	\$2,045,136	\$2,029,136	\$2,072,136	\$2,116,136	\$1,901,136
TOTAL EXPENSES	\$3,610,356	\$3,641,312	\$3,732,678	\$3,826,494	\$3,662,805
NET INCOME	(\$749,613)	(\$773,193)	(\$857,294)	(\$944,412)	(\$774,612)
Ending Fund Balance	\$5,201,140	\$4,427,946	\$3,570,652	\$2,626,240	\$1,851,628
Total Unrestricted Fund Target (25% O&M)	\$391,305	\$403,044	\$415,135	\$427,590	\$440,417
<i>Target Met</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>
Debt Service Coverage (Min. 1.1x)	2.17	2.11	2.04	1.97	1.89

Chart C

Wastewater Projected Revenue, Expenses & Reserves



- Salaries and Benefits
- Professional Services
- Miscellaneous
- Debt Service
- Utilities
- Maintenance and Repairs
- Capital
- Fund Reserves
- Recommended Operating Reserves (25% O&M)
- Supplies & Equipment

Table 7D
City of Hughson
Wastewater Cash Flow Projection (No Loan Payoff or SRF Extension, CIP)

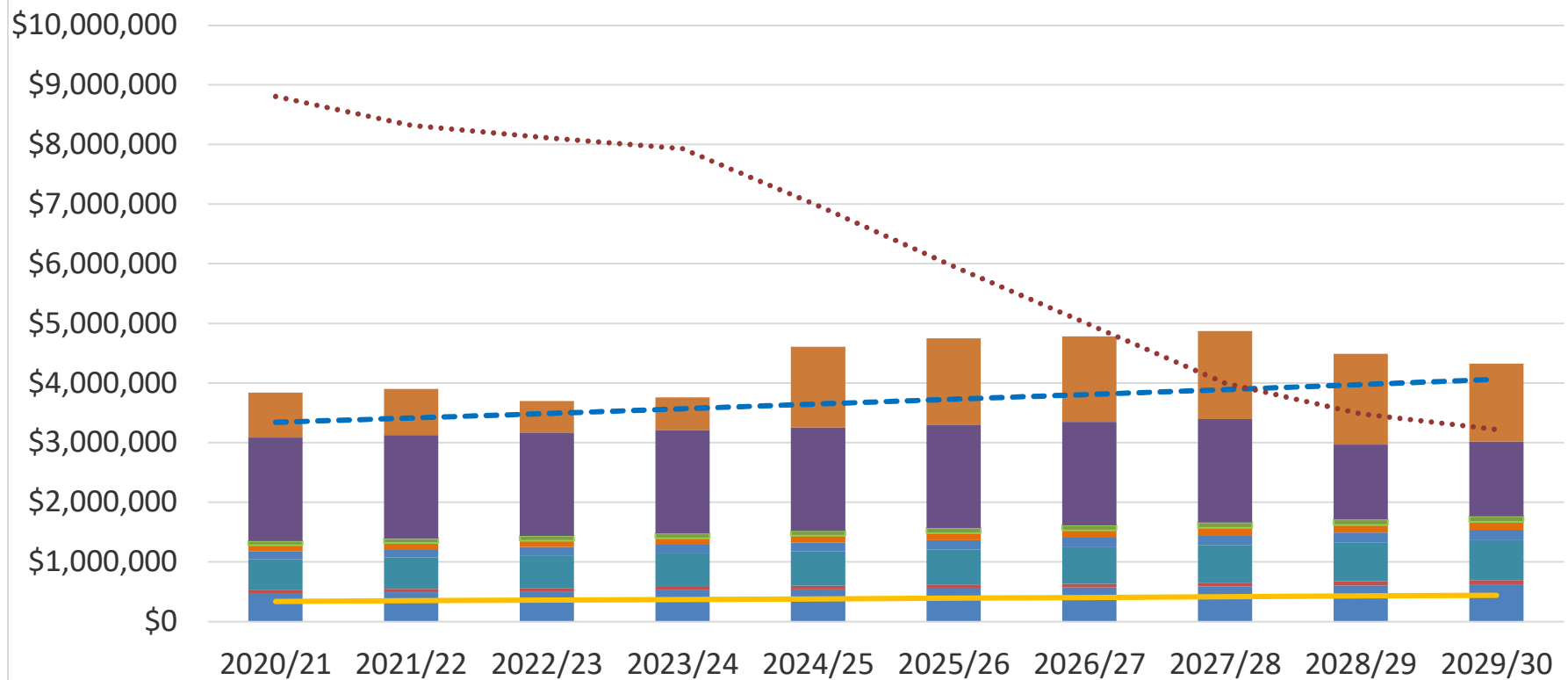
	2020/21	2021/22	2022/23	2023/24	2024/25
Beginning Fund Balance	\$9,300,075	\$8,807,071	\$8,323,588	\$8,116,410	\$7,929,331
% Rate Revenue Increase	8.50%	2.00%	2.00%	2.00%	2.00%
Growth - %	0.5%	0.5%	0.5%	0.5%	0.5%
REVENUES					
Operating Revenue					
Service Charges	\$3,056,772	\$3,133,497	\$3,212,148	\$3,292,773	\$3,375,421
Connection Fees	178,815	178,815	178,815	178,815	178,815
Penalties	35,000	35,000	35,000	35,000	35,000
Interest	69,751	66,053	62,427	60,873	59,470
<u>Miscellaneous Revenue</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>
Total Operating Revenues	\$3,343,038	\$3,416,065	\$3,491,090	\$3,570,161	\$3,651,406
Non Operating Revenues					
Total Non Operating Revenues	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$3,343,038	\$3,416,065	\$3,491,090	\$3,570,161	\$3,651,406
EXPENSES					
Operating Expenses					
Salaries and Benefits	\$478,016	\$492,356	\$507,127	\$522,341	\$538,011
Supplies & Equipment	53,107	54,700	56,341	58,031	59,772
Professional Services	511,986	527,346	543,166	559,461	576,245
Maintenance and Repairs	72,100	74,263	76,491	78,786	81,149
Utilities	133,900	137,917	142,055	146,316	150,706
<u>Miscellaneous</u>	<u>101,064</u>	<u>104,096</u>	<u>107,218</u>	<u>110,435</u>	<u>113,748</u>
Total Operating Expenses	\$1,350,172	\$1,390,678	\$1,432,398	\$1,475,370	\$1,519,631
NET REVENUES FOR DEBT SERVICE	\$1,992,865	\$2,025,388	\$2,058,692	\$2,094,791	\$2,131,775
Non Operating Expenses					
Debt Service	\$1,735,870	\$1,735,870	\$1,735,870	\$1,735,870	\$1,735,870
<u>CIP</u>	<u>750,000</u>	<u>773,000</u>	<u>530,000</u>	<u>546,000</u>	<u>1,351,000</u>
Total Non Operating Expenses	\$2,485,870	\$2,508,870	\$2,265,870	\$2,281,870	\$3,086,870
TOTAL EXPENSES	\$3,836,042	\$3,899,548	\$3,698,268	\$3,757,240	\$4,606,501
NET INCOME	(\$493,005)	(\$483,482)	(\$207,178)	(\$187,079)	(\$955,095)
Ending Fund Balance	\$8,807,071	\$8,323,588	\$8,116,410	\$7,929,331	\$6,974,237
Total Unrestricted Fund Target (25% O&M)	\$337,543	\$347,669	\$358,099	\$368,842	\$379,908
<i>Target Met</i>	yes	yes	yes	yes	yes
Debt Service Coverage (Min. 1.15x)	1.15	1.17	1.19	1.21	1.23

Table 7D
City of Hughson
Wastewater Cash Flow Projection (No Lo:

	2025/26	2026/27	2027/28	2028/29	2029/30
Beginning Fund Balance	\$6,974,237	\$5,953,113	\$4,980,224	\$3,997,703	\$3,482,992
% Rate Revenue Increase	2.00%	2.00%	2.00%	2.00%	2.00%
Growth - %	0.5%	0.5%	0.5%	0.5%	0.5%
REVENUES					
Operating Revenue					
Service Charges	\$3,460,144	\$3,546,994	\$3,636,024	\$3,727,288	\$3,820,843
Connection Fees	178,815	178,815	178,815	178,815	178,815
Penalties	35,000	35,000	35,000	35,000	35,000
Interest	52,307	44,648	37,352	29,983	26,122
<u>Miscellaneous Revenue</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>
Total Operating Revenues	\$3,728,966	\$3,808,157	\$3,889,890	\$3,973,786	\$4,063,480
Non Operating Revenues					
Total Non Operating Revenues	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$3,728,966	\$3,808,157	\$3,889,890	\$3,973,786	\$4,063,480
EXPENSES					
Operating Expenses					
Salaries and Benefits	\$554,151	\$570,776	\$587,899	\$605,536	\$623,702
Supplies & Equipment	61,565	63,412	65,315	67,274	69,292
Professional Services	593,532	611,338	629,678	648,569	668,026
Maintenance and Repairs	83,584	86,091	88,674	91,334	94,074
Utilities	155,227	159,884	164,680	169,621	174,709
<u>Miscellaneous</u>	<u>117,160</u>	<u>120,675</u>	<u>124,295</u>	<u>128,024</u>	<u>131,865</u>
Total Operating Expenses	\$1,565,220	\$1,612,176	\$1,660,542	\$1,710,358	\$1,761,669
NET REVENUES FOR DEBT SERVICE	\$2,163,746	\$2,195,981	\$2,229,349	\$2,263,428	\$2,301,811
Non Operating Expenses					
Debt Service	\$1,735,870	\$1,735,870	\$1,735,870	\$1,258,138	\$1,258,138
<u>CIP</u>	<u>1,449,000</u>	<u>1,433,000</u>	<u>1,476,000</u>	<u>1,520,000</u>	<u>1,305,000</u>
Total Non Operating Expenses	\$3,184,870	\$3,168,870	\$3,211,870	\$2,778,138	\$2,563,138
TOTAL EXPENSES	\$4,750,090	\$4,781,046	\$4,872,412	\$4,488,496	\$4,324,807
NET INCOME	(\$1,021,124)	(\$972,889)	(\$982,521)	(\$514,710)	(\$261,327)
Ending Fund Balance	\$5,953,113	\$4,980,224	\$3,997,703	\$3,482,992	\$3,221,666
Total Unrestricted Fund Target (25% O&M)	\$391,305	\$403,044	\$415,135	\$427,590	\$440,417
<i>Target Met</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>
Debt Service Coverage (Min. 1.15x)	1.25	1.27	1.28	1.80	1.83

Chart D

Wastewater Projected Revenue, Expenses & Reserves



- Salaries and Benefits
- Professional Services
- Miscellaneous
- Debt Service
- Total Revenue
- Recommended Operating Reserves (25% O&M)
- Supplies & Equipment
- Utilities
- Maintenance and Repairs
- Capital
- Fund Reserves

Table 7E

City of Hughson

Wastewater Cash Flow Projection (20% Rate Cut, 2% growth. Non essential capital removed)

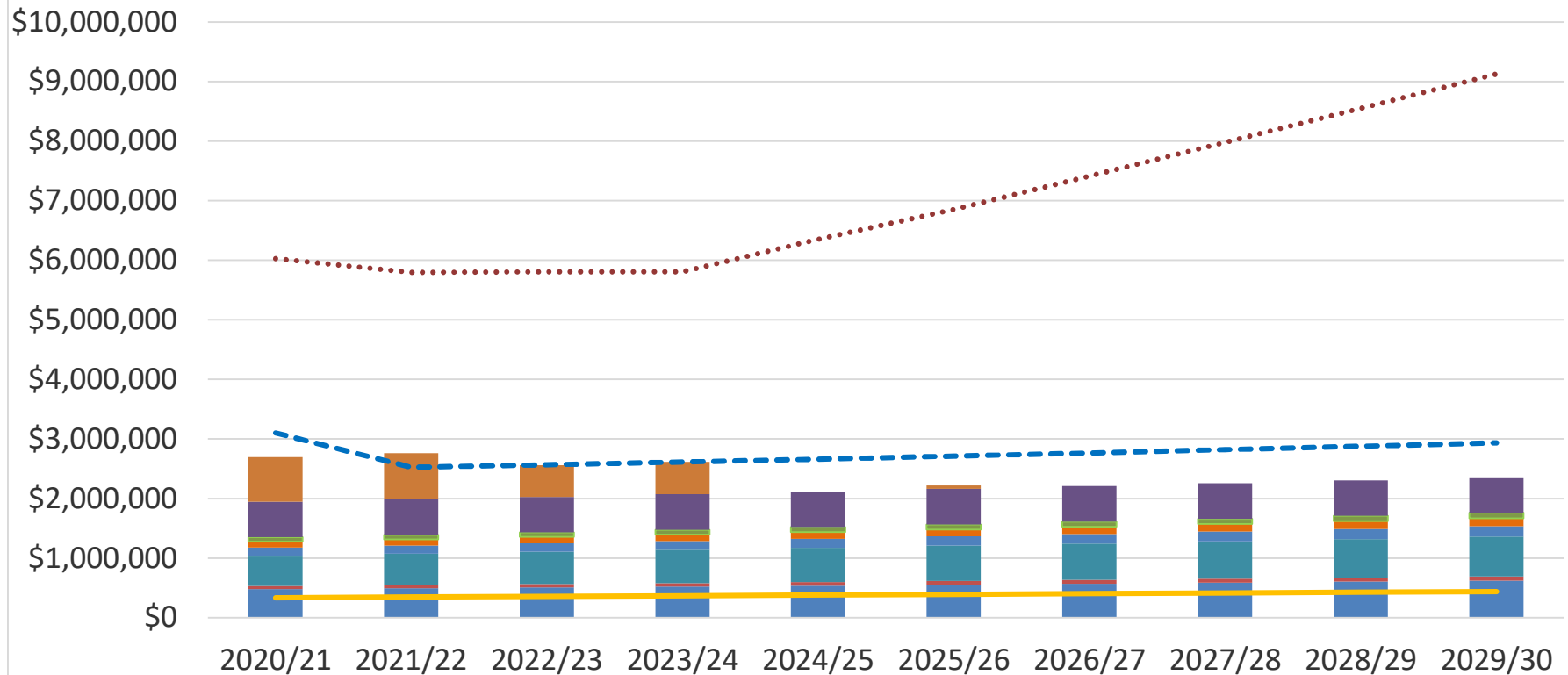
	2020/21	2021/22	2022/23	2023/24	2024/25
Beginning Fund Balance	\$9,300,075	\$6,029,964	\$5,797,000	\$5,808,871	\$5,808,068
% Rate Revenue Increase	0.00%	-20.00%	0.00%	0.00%	0.00%
Growth - %	0.5%	0.5%	2.0%	2.0%	2.0%
REVENUES					
Operating Revenue					
Service Charges	\$2,817,302	\$2,265,110	\$2,310,413	\$2,356,621	\$2,403,753
Connection Fees	178,815	178,815	178,815	178,815	178,815
Penalties	35,000	35,000	35,000	35,000	35,000
Interest	69,751	45,225	43,478	43,567	43,561
<u>Miscellaneous Revenue</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>
Total Operating Revenues	\$3,103,567	\$2,526,850	\$2,570,405	\$2,616,702	\$2,663,829
Non Operating Revenues					
Total Non Operating Revenues	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$3,103,567	\$2,526,850	\$2,570,405	\$2,616,702	\$2,663,829
EXPENSES					
Operating Expenses					
Salaries and Benefits	\$478,016	\$492,356	\$507,127	\$522,341	\$538,011
Supplies & Equipment	53,107	54,700	56,341	58,031	59,772
Professional Services	511,986	527,346	543,166	559,461	576,245
Maintenance and Repairs	72,100	74,263	76,491	78,786	81,149
Utilities	133,900	137,917	142,055	146,316	150,706
<u>Miscellaneous</u>	<u>101,064</u>	<u>104,096</u>	<u>107,218</u>	<u>110,435</u>	<u>113,748</u>
Total Operating Expenses	\$1,350,172	\$1,390,678	\$1,432,398	\$1,475,370	\$1,519,631
NET REVENUES FOR DEBT SERVICE	\$1,753,395	\$1,136,173	\$1,138,007	\$1,141,333	\$1,144,198
Non Operating Expenses					
Debt Service	\$596,136	\$596,136	\$596,136	\$596,136	\$596,136
Debt Payoff	3,677,371	0	0	0	0
<u>CIP</u>	<u>750,000</u>	<u>773,000</u>	<u>530,000</u>	<u>546,000</u>	<u>0</u>
Total Non Operating Expenses	\$5,023,507	\$1,369,136	\$1,126,136	\$1,142,136	\$596,136
TOTAL EXPENSES	\$6,373,679	\$2,759,814	\$2,558,534	\$2,617,506	\$2,115,767
NET INCOME	(\$3,270,112)	(\$232,963)	\$11,871	(\$803)	\$548,062
Ending Fund Balance	\$6,029,964	\$5,797,000	\$5,808,871	\$5,808,068	\$6,356,130
Total Unrestricted Fund Target (25% O&M)	\$337,543	\$347,669	\$358,099	\$368,842	\$379,908
<i>Target Met</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>
Debt Service Coverage (Min. 1.1x)	2.94	1.91	1.91	1.91	1.92

Table 7E
City of Hughson
Wastewater Cash Flow Projection (20% R

	2025/26	2026/27	2027/28	2028/29	2029/30
Beginning Fund Balance	\$6,356,130	\$6,852,788	\$7,413,252	\$7,979,570	\$8,551,338
% Rate Revenue Increase	0.00%	0.00%	0.00%	0.00%	0.00%
Growth - %	2.0%	2.0%	2.0%	2.0%	2.0%
REVENUES					
Operating Revenue					
Service Charges	\$2,451,828	\$2,500,865	\$2,550,882	\$2,601,900	\$2,653,938
Connection Fees	178,815	178,815	178,815	178,815	178,815
Penalties	35,000	35,000	35,000	35,000	35,000
Interest	47,671	51,396	55,599	59,847	64,135
<u>Miscellaneous Revenue</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>
Total Operating Revenues	\$2,716,014	\$2,768,776	\$2,822,997	\$2,878,262	\$2,934,588
Non Operating Revenues					
Total Non Operating Revenues	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$2,716,014	\$2,768,776	\$2,822,997	\$2,878,262	\$2,934,588
EXPENSES					
Operating Expenses					
Salaries and Benefits	\$554,151	\$570,776	\$587,899	\$605,536	\$623,702
Supplies & Equipment	61,565	63,412	65,315	67,274	69,292
Professional Services	593,532	611,338	629,678	648,569	668,026
Maintenance and Repairs	83,584	86,091	88,674	91,334	94,074
Utilities	155,227	159,884	164,680	169,621	174,709
<u>Miscellaneous</u>	<u>117,160</u>	<u>120,675</u>	<u>124,295</u>	<u>128,024</u>	<u>131,865</u>
Total Operating Expenses	\$1,565,220	\$1,612,176	\$1,660,542	\$1,710,358	\$1,761,669
NET REVENUES FOR DEBT SERVICE	\$1,150,794	\$1,156,599	\$1,162,455	\$1,167,904	\$1,172,919
Non Operating Expenses					
Debt Service	\$596,136	\$596,136	\$596,136	\$596,136	\$596,136
Debt Payoff	0	0	0	0	0
<u>CIP</u>	<u>58,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Non Operating Expenses	\$654,136	\$596,136	\$596,136	\$596,136	\$596,136
TOTAL EXPENSES	\$2,219,356	\$2,208,312	\$2,256,678	\$2,306,494	\$2,357,805
NET INCOME	\$496,658	\$560,463	\$566,319	\$571,768	\$576,783
Ending Fund Balance	\$6,852,788	\$7,413,252	\$7,979,570	\$8,551,338	\$9,128,121
Total Unrestricted Fund Target (25% O&M)	\$391,305	\$403,044	\$415,135	\$427,590	\$440,417
<i>Target Met</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>
Debt Service Coverage (Min. 1.1x)	1.93	1.94	1.95	1.96	1.97

Chart E

Wastewater Projected Revenue, Expenses & Reserves



- Salaries and Benefits
- Professional Services
- Miscellaneous
- Debt Service
- Total Revenue
- Recommended Operating Reserves (25% O&M)
- Supplies & Equipment
- Utilities
- Maintenance and Repairs
- Capital
- Fund Reserves

Table 7F

City of Hughson

Wastewater Cash Flow Projection (20% Rate Cut, 2% growth, 1% Asset Value Capital Spending)

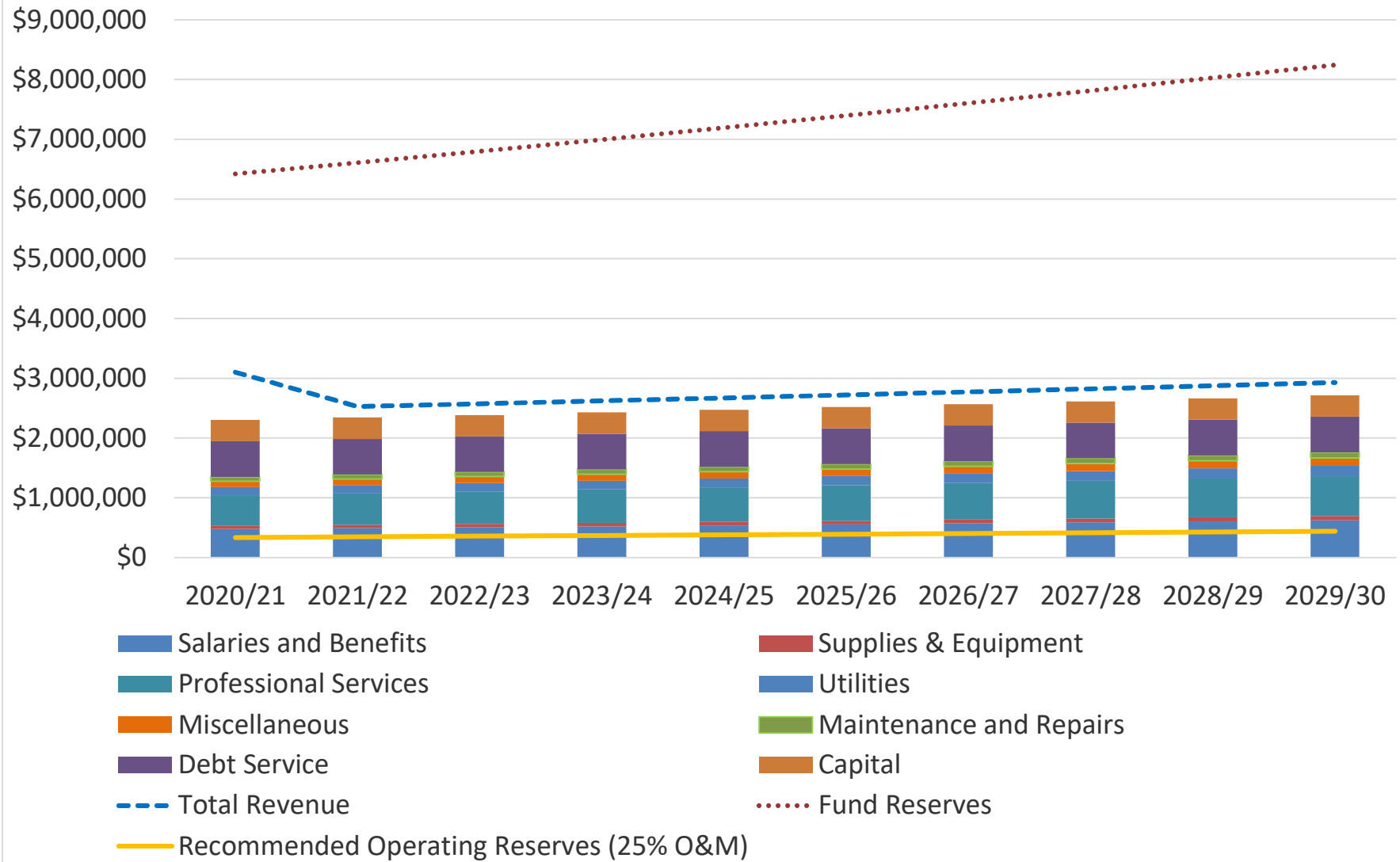
	2020/21	2021/22	2022/23	2023/24	2024/25
Beginning Fund Balance	\$9,300,075	\$6,422,772	\$6,608,562	\$6,799,328	\$6,994,761
% Rate Revenue Increase	0.00%	-20.00%	0.00%	0.00%	0.00%
Growth - %	0.5%	0.5%	2.0%	2.0%	2.0%
REVENUES					
Operating Revenue					
Service Charges	\$2,817,302	\$2,265,110	\$2,310,413	\$2,356,621	\$2,403,753
Connection Fees	178,815	178,815	178,815	178,815	178,815
Penalties	35,000	35,000	35,000	35,000	35,000
Interest	69,751	48,171	49,564	50,995	52,461
<u>Miscellaneous Revenue</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>
Total Operating Revenues	\$3,103,567	\$2,529,796	\$2,576,492	\$2,624,131	\$2,672,729
Non Operating Revenues					
Total Non Operating Revenues	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$3,103,567	\$2,529,796	\$2,576,492	\$2,624,131	\$2,672,729
EXPENSES					
Operating Expenses					
Salaries and Benefits	\$478,016	\$492,356	\$507,127	\$522,341	\$538,011
Supplies & Equipment	53,107	54,700	56,341	58,031	59,772
Professional Services	511,986	527,346	543,166	559,461	576,245
Maintenance and Repairs	72,100	74,263	76,491	78,786	81,149
Utilities	133,900	137,917	142,055	146,316	150,706
<u>Miscellaneous</u>	<u>101,064</u>	<u>104,096</u>	<u>107,218</u>	<u>110,435</u>	<u>113,748</u>
Total Operating Expenses	\$1,350,172	\$1,390,678	\$1,432,398	\$1,475,370	\$1,519,631
NET REVENUES FOR DEBT SERVICE	\$1,753,395	\$1,139,119	\$1,144,094	\$1,148,761	\$1,153,098
Non Operating Expenses					
Debt Service	\$596,136	\$596,136	\$596,136	\$596,136	\$596,136
Debt Payoff	3,677,371	0	0	0	0
<u>CIP</u>	<u>357,192</u>	<u>357,192</u>	<u>357,192</u>	<u>357,192</u>	<u>357,192</u>
Total Non Operating Expenses	\$4,630,699	\$953,328	\$953,328	\$953,328	\$953,328
TOTAL EXPENSES	\$5,980,871	\$2,344,006	\$2,385,726	\$2,428,698	\$2,472,959
NET INCOME	(\$2,877,304)	\$185,791	\$190,766	\$195,433	\$199,770
Ending Fund Balance	\$6,422,772	\$6,608,562	\$6,799,328	\$6,994,761	\$7,194,531
Total Unrestricted Fund Target (25% O&M)	\$337,543	\$347,669	\$358,099	\$368,842	\$379,908
<i>Target Met</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>
Debt Service Coverage (Min. 1.1x)	2.94	1.91	1.92	1.93	1.93

Table 7F
City of Hughson
Wastewater Cash Flow Projection (20% R

	2025/26	2026/27	2027/28	2028/29	2029/30
Beginning Fund Balance	\$7,194,531	\$7,398,286	\$7,605,648	\$7,816,218	\$8,029,569
% Rate Revenue Increase	0.00%	0.00%	0.00%	0.00%	0.00%
Growth - %	2.0%	2.0%	2.0%	2.0%	2.0%
REVENUES					
Operating Revenue					
Service Charges	\$2,451,828	\$2,500,865	\$2,550,882	\$2,601,900	\$2,653,938
Connection Fees	178,815	178,815	178,815	178,815	178,815
Penalties	35,000	35,000	35,000	35,000	35,000
Interest	53,959	55,487	57,042	58,622	60,222
<u>Miscellaneous Revenue</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>	<u>2,700</u>
Total Operating Revenues	\$2,722,302	\$2,772,867	\$2,824,440	\$2,877,036	\$2,930,675
Non Operating Revenues					
Total Non Operating Revenues	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$2,722,302	\$2,772,867	\$2,824,440	\$2,877,036	\$2,930,675
EXPENSES					
Operating Expenses					
Salaries and Benefits	\$554,151	\$570,776	\$587,899	\$605,536	\$623,702
Supplies & Equipment	61,565	63,412	65,315	67,274	69,292
Professional Services	593,532	611,338	629,678	648,569	668,026
Maintenance and Repairs	83,584	86,091	88,674	91,334	94,074
Utilities	155,227	159,884	164,680	169,621	174,709
<u>Miscellaneous</u>	<u>117,160</u>	<u>120,675</u>	<u>124,295</u>	<u>128,024</u>	<u>131,865</u>
Total Operating Expenses	\$1,565,220	\$1,612,176	\$1,660,542	\$1,710,358	\$1,761,669
NET REVENUES FOR DEBT SERVICE	\$1,157,082	\$1,160,691	\$1,163,898	\$1,166,678	\$1,169,006
Non Operating Expenses					
Debt Service	\$596,136	\$596,136	\$596,136	\$596,136	\$596,136
Debt Payoff	0	0	0	0	0
<u>CIP</u>	<u>357,192</u>	<u>357,192</u>	<u>357,192</u>	<u>357,192</u>	<u>357,192</u>
Total Non Operating Expenses	\$953,328	\$953,328	\$953,328	\$953,328	\$953,328
TOTAL EXPENSES	\$2,518,548	\$2,565,504	\$2,613,870	\$2,663,686	\$2,714,997
NET INCOME	\$203,754	\$207,363	\$210,570	\$213,350	\$215,678
Ending Fund Balance	\$7,398,286	\$7,605,648	\$7,816,218	\$8,029,569	\$8,245,246
Total Unrestricted Fund Target (25% O&M)	\$391,305	\$403,044	\$415,135	\$427,590	\$440,417
<i>Target Met</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>
Debt Service Coverage (Min. 1.1x)	1.94	1.95	1.95	1.96	1.96

Chart F


Wastewater Projected Revenue, Expenses & Reserves





CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date: November 23, 2020
Subject: Adopt Resolution No. 2020-69, Repealing Resolution No. 06-113 and 07-199 and Approving a New Development Impact Fee Nexus Study and Proposed Fees Prepared by Bartle Wells Associates
Enclosure: 2020 Development Impact Fee Nexus Study
Presented By: Lea C. Simvoulakis, Community Development Director
Approved By: 

Staff Recommendation:

Adopt Resolution No. 2020-69, repealing Resolution No. 06-113 and 07-199, and approve the new Development Impact Fee Nexus Study and associated fees prepared by Bartle Wells Associates.

Background and Overview:

On April 27, 2020 Bartle Wells Associates (Bartle Wells) gave a presentation to the City Council identifying their analysis and recommendation for updates to the City's Development Impact Fee (DIF) Schedule. Development impact fees are fees charged by a local government agency in connection with a development project for the purpose of defraying all, or a portion of the cost of public facilities related to the development of the project. DIFs are not a tax or special assessment; rather they are voluntary fees that must be reasonably related ("nexus") to the cost of the service provided by the local agency. If a development impact fee does not relate to the impact created by the development or exceeds the reasonable cost of providing the public service, then the fee may be declared a special tax and require voter approval. A well-planned fee program should generate sufficient funds to allow the City to adequately mitigate impacts created by the new development.

In 2006, the City of Hughson contracted with Bartle Wells to develop a nexus study for DIFs. This Fee Nexus Study and fees were adopted by the City Council on July 24, 2006 by Resolution No. 06-113. In 2007 the City again contracted with Bartle Wells to reassess the Development Impact fee for Sewer, as it was based on an underestimated cost of the wastewater treatment plant upgrade and expansion required by the State of California. The Council approved Resolution No. 07-199 to increase the Sewer fee from \$3,040.58 to \$13,755. This Impact Fee, along with the other fees approved in 2006, have been in place for the last 13 years.

In 2018, City Council directed staff to have the Impact Fees reviewed to determine whether the fees needed to be increased, or even decreased. On December 10, 2018, the City Council approved Resolution No. 2018-51 authorizing the City Manager to execute a professional services agreement with Bartle Wells to amend the Development Impact Fee Nexus Study and identify new fees (lower or higher). The work on the study began in May 2019 and Bartle Wells presented their findings at the April 27, 2020 meeting. At this meeting, the Council asked Bartle Wells to address several outstanding questions related to the information presented.

Bartle Wells worked with City staff to update the City's development impact fees and to provide an analysis and nexus for the existing fees and the associated fund balances for each development impact fee. The updated report reviewed the projects included in the 2006 study with updated costing analysis and considered planned future Capital Improvement Projects. This report (Attachment 1) outlines the basis for increased development impact fees, the relationship between each fee and the development paying the fee, and clearly demonstrates that the fees are proportionate to the costs of the projects being funded.

Staff recommends adopting the new Study and the proposed fee increases presented by Bartle Wells. New Impact Fees have not been adopted by Council since 2006, with the exception of the Sever Impact Fee adopted in 2007. Based on a survey of surrounding cities, Hughson's current fees are about average. Four cities have lower fees (Newman, Modesto, Riverbank, and Stockton) and three cities have higher fees (Turlock, Patterson, and Manteca). The new Development Impact Fees would be higher than all the other cities' fees if adopted. The proposed fees are based on existing capital facilities and future capital improvement projects that will be necessary to keep the City's facilities operating and providing necessary services to the community. These fees essentially finance municipal public facilities to reduce the impacts caused by future development. Such improvements include, but are not limited to, expansion and construction of city streets and crossing systems, water services systems, the sanitary services system, the storm drain system, and future public facilities. The Bartle Wells study identifies that if fees are not increased, there will be deficiencies in the funds required to accommodate future needs within the City. To be clear, the impact fees charged to a development should bear a fair and reasonable relationship to each development's burden on and benefit from the facilities the new residents will be using. Given the future needs of the City and the limited development potential of remaining land uses, the Development Impact Fees should be increased more often to ensure that new development pays accurate fees as it relates to their impact on the City.

The presentation by Bartle Wells at the April 27, 2020 meeting was the first step in looking at the recommended changes to the Development Impact Fees. At this meeting, the Mayor asked the consultants to add several larger cities to their chart for comparison. Turlock, Patterson, Manteca, and Stockton currently all have higher fees than Hughson. Newman, Modesto, and Riverbank currently have lower fees than Hughson, largely due to their minimal sewer impact fee.

Now that these numbers were first reviewed by Council at a prior meeting, the item is now back for Council at a public hearing for review and adoption.

Fiscal Impact:

The below chart is from the Bartle Wells Study and identifies the proposed changes to the existing Development Impact Fees.

Table 7

City of Hughson

Proposed Fees

	SFD		MFD		Non Residential	
Proposed Fee Based on Meter Size	Current	Proposed	Current (per DU)	Proposed MFD (Per DU)	Current	Proposed by Meter Size (\$/1" Meter Shown)
Water	\$3,803	\$8,119	\$2,282	\$5,277	\$9,508 (1" Meter)	\$13,623
Sewer	\$13,755	\$14,642	\$9,628	\$9,517	\$19,395 (per 3,000 sq. ft.)	\$24,569
	SFD		MFD		Industrial (1 DU = 3,000 Sq. Ft.)*	
Proposed Fee Based on Equivalent Dwelling Unit	Current	Proposed	Current (per DU)	Proposed MFD (Per DU)	Current (per 1k Sq Ft.)	Proposed (per 1k Sq Ft.)
Storm Drain	\$2,814	\$6,658	\$2,189	\$4,327	\$1,781	\$2,219
Public Facility Fee	\$3,050	\$4,509	\$3,050	\$2,931	\$1,017	\$1,503
Community Enhancement Fee	\$1,008	\$372	\$605	\$242	\$336	\$124
Streets	\$4,101	\$6,060	\$2,778	\$3,939	\$2,760	\$2,020
Park Development Fee	\$2,667	\$3,623	\$1,600	\$2,355	N/A	N/A
Park In-Lieu Fee	\$1,991	\$2,898	\$1,194	\$1,884	N/A	N/A
Total	\$33,189	\$46,879	\$23,326	\$30,471	\$46,585	\$55,790
% Increase		41%		31%		20%

*Commercial @ 1,700 sq. ft. = 1 SFD; industrial @ 3,000 sq. ft. = 1 SFD.; public @ 2,000 sq. ft. = 1 SFD

This table from the report shows the proposed development impact fee schedule for each customer class. The existing Development Impact Fees for a Single-Family development will increase from \$33,189 per home to \$46,879 per home which is a 41% increase in fees. The costs of Development Impact fees for Multifamily Development will increase from \$23,326 per unit to \$30,471 per unit. The Development Impact fees for non-residential uses will increase from \$46,585 to \$55,790. The most notable change for commercial and industrial development is that Bartle Wells is recommending using the water meter size for the sewer fee rather than a square foot requirement to better align with wastewater flows.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-69**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON REPEALING
RESOLUTION NO. 06-113 AND RESOLUTION NO. 07-199 AND ADOPTING A NEW
DEVELOPMENT IMPACT FEE NEXUS STUDY AND PROPOSED FEES PREPARED BY
BARTLE WELLS ASSOCIATES**

WHEREAS, the City Council seeks to ensure that new development pays for the impacts of new development; and

WHEREAS, in 2006 the City retained the firm Bartle Wells Associates to prepare a Development Impact Fee Nexus Study; and

WHEREAS, the City Council adopted the Development Impact Fee Nexus Study prepared by Bartle Wells by Resolution No. 06-113 and directed the fees of the study in accordance to Government Code Section 66017; and

WHEREAS, in 2007 the City again retained the firm Bartle Wells Associates to update the Sewer Impact Fee so that it would accurately account for the cost of the wastewater treatment plant upgrade and expansion; and

WHEREAS, the City Council adopted the updated Sewer Impact fee proposed by Bartle Wells by Resolution No. 07-199 and directed the fees of the study in accordance to Government Code Section 66017; and

WHEREAS, the City Council approved a Professional Services Agreement with Bartle Wells Associates on December 10, 2018 to review and amend the 2006 and 2007 Development Impact Fees so that the fees consider current City asset valuations and cost estimates for future improvements; and

WHEREAS, Bartle Wells presented an updated Development Impact Fee Nexus Study at the April 27, 2020 City Council meeting for City Council review; and

WHEREAS, the study has been presented for public comment at the regular meeting of November 23, 2020, following appropriate public noticing requirements pursuant to Government Code Section 66017.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson accepts and adopts the amended Development Impact Fee Nexus Study and proposed fees prepared by Bartle Wells Associates dated November 2, 2020, and repeals Resolution No. 06-113 and 07-199, and directs that the fees of this study be applied upon the effective date as prescribed by Government Code Section 66017.

PASSED AND ADOPTED by the Hughson City Council at a regular meeting thereof, held on November 23, 2020, by the following vote:

>
>

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

JERAMY YOUNG, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk



BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS

1889 Alcatraz Avenue
Berkeley, CA 94703
510 653 3399 fax: 510 653 3769
www.bartlewells.com

November 2nd, 2020

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

RE: Development Impact Fees Study

Bartle Wells Associates (BWA) is pleased to submit the attached *Development Impact Fees Study*. The report develops updated Development Impact Fees that are designed to equitably recover the costs of infrastructure and assets benefiting new development.

The City's current Development Impact Fees are based on a fee studies conducted in 2006 and 2007. BWA's proposed fees are based on existing City asset valuations and cost estimates for future park land development.

We enjoyed working with the City on this assignment and appreciate the input and assistance received from City staff throughout the project. Please contact us anytime if you have questions about this report or related impact fee issues.

BARTLE WELLS ASSOCIATES

Douglas Dove, PE, CIPFA
Principal/President

Michael DeGroot
Consultant

CONTENTS

1. Background, Objectives, & Government Code	3
Background	3
Objectives.....	3
Development Impact Fee Government Code	3
2. Impact Fees.....	4
Impact Fee Methodology.....	4
Facility Cost Valuation.....	4
Current Impact Fees.....	5
Projected Customer Base.....	5
Fee Calculations	6
Proposed Fees.....	9

Tables

Table 1 – Summary of Current Fees
Table 2 – Existing and Projected Development – Full Sphere of Influence
Table 3 – Meter Count and Equivalent Meters
Table 4 – Existing Asset Valuation
Table 5 – Park In-Lieu Fee
Table 6 – Park Development Impact Fee
Table 7 – Proposed Fees
Table 8 – Full Schedule of Fees Based on Meter Size

Appendices

Appendix A - Fixed Asset Lists & Valuation
Appendix B - Regional Impact Fee Survey

1. Background, Objectives, & Government Code

Background

The City of Hughson is an agricultural community located in Stanislaus County with an estimated population of 7,500.

Objectives

Key objectives of the study include:

- Review the City's current fees.
- Ensure that new development is adequately funding the costs of facilities that benefit them.
- Review the various proposed fee methodologies with City staff for conceptual agreement.

Development Impact Fee Government Code

Development impact fees are governed by California Government Code Section 66000 et. seq. commonly known as AB1600. The Code refers to impact fees as *capacity charges* since their purpose is to recover an equitable share of costs for capacity in infrastructure.

Section 66013 of the Code specifically governs water and sewer capacity charges and states that the fee "*shall not exceed the estimated reasonable cost of providing the service for which the fee or charge is imposed*" unless approved by a two-thirds vote.

The Code also states that "*Capacity charge means a charge for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged.*" The Code does not detail any specific method for determining an appropriate fee.

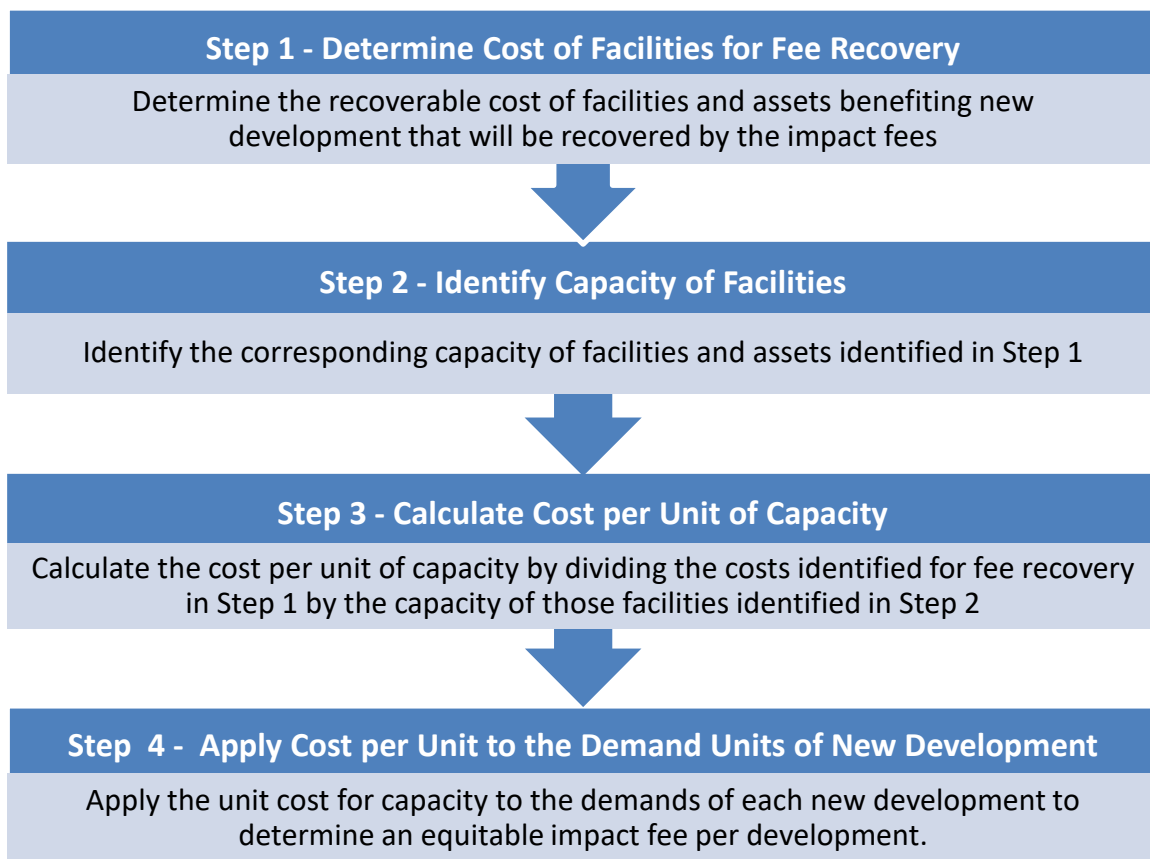
Section 66013 also identifies various accounting requirements for capacity fee revenues, notably that such revenues cannot be co-mingled with other City revenues and must be used solely for the purpose for which the fee was imposed.

2. Impact Fees

This section details the calculation of updated impact fees under the buy-in only approach. The fees were calculated and designed to be simple and straightforward to implement.

Impact Fee Methodology

There are many methods for calculating impact fees. The general methodology used in this report is summarized below.



Facility Cost Valuation

The fees (with exception to park in lieu and park development) are based on existing capital facilities, as identified in by the City's fixed asset list. Public Facilities includes one future project: a \$500,000 general plan update and Water includes \$5.6 MM of future projects identified to provide reliable water service through a 15-20 year planning period. Park fees are calculated based on the estimated cost per acre to develop future park land. All other fees are calculated based on a buy-in only methodology. Under this approach, the fee is based on the cost of existing facilities and assets (in current dollars) divided by the capacity of the system that would benefit from these assets.

Current Impact Fees

Table 1 shows the City's current impact fees. The fees were last updated in 2006 and 2007. Under the current structure, residential customers are charged a flat rate per unit, while nonresidential customers are charged a rate per one thousand square feet of new development. Water fees for nonresidential are charged based on meter size.

Table 1
City of Hughson
Summary of Current Fees

	<u>Current (SFD)</u>	<u>Current (MFD)</u>	<u>Current (Industrial) - per 1k Sq. Ft.</u>
Public Facility Fee	\$3,050	\$3,050	\$1,017
Storm Drain Fee	\$2,814	\$2,189	\$1,781
Sewer/Wastewater Fee	\$13,755	\$9,628	\$6,465
Water fee	\$3,803	\$2,282	\$9,508 (1" Meter)
Streets Fee	\$4,101	\$2,778	\$2,760
Park Development Fee	\$2,667	\$1,600	N/A
Park In-Lieu Fee	\$1,991	\$1,194	N/A
Community Enhancement Fee	\$1,008	\$605	\$336
	\$33,189	\$23,326	

Projected Customer Base

Table 2 shows the City's current and projected customer base. The customer base is currently comprised of 2,350 residential units (including 275 multifamily units). Non-residential customers floor area amounts to approximately 630,162 square feet. BWA estimates 1,700 commercial, 3,000 square foot of industrial or 2,000 square footage of public floor area to be equivalent to one residential dwelling unit. BWA equates the impact of one multifamily dwelling unit to be 65% of a single family unit based on 2015 U.S. Census data for Stanislaus County showing that multifamily units have 65% of the number of occupants than single family units on average. Based on these ratios, the existing customer base is 2,525 equivalent dwelling units (EDUs). BWA projects the customer base growing at approximately 2% per year over the next 20 years based on City projections, resulting in 3,492 residential units and 936,388 nonresidential square footage or 3,753 EDUs at buildout in 2039.

Table 2
City of Hughson
Existing and Projected Development - Full Sphere of Influence

	Existing Development		Projected New Development (20 Year, 2% Annual Growth)		Total Projected Development	
	Dwelling Units	Square Feet	Dwelling Units	Square Feet	Dwelling Units	Square Feet
Single family / mobile home	2,075		1,008		3,083	
Multi-family	275		134		409	
Commercial		225,766		109,710		335,476
Industrial		379,740		184,534		564,274
Public		24,656		11,982		36,638
Subtotal	2,350	630,162	1,142	306,226	3,492	936,388
Total	2,350	272	1,142	132	3,492	404
Total EDUs (1) (2)	2,525		1,227		3,753	

(1) - Single family @ 1 D.U. = 1 EDU; Multi-family @ 1 D.U. = .65 EDUs

(2) - Commercial @ 1,700 sq. ft. = 1 EDU; industrial @ 3,000 sq. ft. = 1 EDU.; public @ 2,000 sq. ft. = 1 EDU

Table 3 shows the City's current and projected water meters by meter size. The customer base is currently comprised of 1,972 metered connections or 2,341 equivalent 5/8" meters. The meter equivalents are based on American Water Works Association (AWWA) standard flow ratios. BWA projects total 5/8" meter equivalents of 3,479 in 20 years based on a 2% estimated annual growth rate.

Table 3
City of Hughson
Water Meter Count and Equivalent Meters

Meter Type	AWWA*			Projected Meter Equivalents (20 Years, 2% Growth)	
	Total	Meter Ratio	Equivalents	Distribution	
5/8 or 3/4"	1,911	1.0	1,911	82%	2,840
1"	13	1.7	22	1%	32
1 1/2"	11	3.3	37	2%	54
2"	24	5.3	128	5%	190
2 & 3/4"	1	6.3	6	0%	9
4"	5	16.7	83	4%	124
6"	1	33.3	33	1%	50
6" Fire Protection	1	3.3	3	0%	5
8"	2	53.3	107	5%	158
8" Fire Protection	2	5.3	11	0%	16
Total Meters	1,972		2,341	100%	3,479

*American Water Works Association

Fee Calculations

Table 4 shows the existing valuation of the City's existing assets by department. The total cost of existing system assets at historical purchase prices is approximately \$117 MM. BWA adjusted the purchase cost to

today's dollars using the Engineering News-Record Construction Cost Index (ENR CCI). The current value of City assets in today's dollars excluding depreciation is estimated to be \$223 MM. Taking out accrued depreciation, the replacement cost less depreciation (RCNLD) of City assets is estimated to be \$145 MM. Appendix A shows detailed asset lists and valuations for each of the City's departments. To calculate capacity fees, BWA divided the RCNLD of City assets by the estimated 2039 meter equivalents for water and sewer and total dwelling units for all other fees.

Table 4
City of Hughson
Existing Asset Valuation

<u>Fee Category</u>	<u>Orig Cost</u>	<u>Current \$¹</u>	<u>RCNLD²</u>	<u>Projected EDUs / Meter Equivalents (2039)</u>	<u>\$/EDU or Meter Equivalent³</u>
Water	\$26,001,287	\$50,375,929	\$28,242,931	3,479	\$8,119
Sewer	41,546,971	68,352,419	50,935,539	3,479	\$14,642
Storm	12,248,901	45,003,784	24,984,051	3,753	\$6,658
Community Enhancement	1,674,215	2,671,695	1,395,728	3,753	\$372
Public Facilities	13,770,741	19,055,249	16,919,509	3,753	\$4,509
<u>Streets</u>	<u>21,688,532</u>	<u>37,689,760</u>	<u>22,739,747</u>	<u>3,753</u>	<u>\$6,060</u>
Total	\$116,930,647	\$223,148,836	\$145,217,504		

1 Valued in current dollars by Engineering News-Record Construction Cost Index (ENR CCI)

2 Replacement Cost New Less Depreciation.

3 Fees for Water & Sewer based on meter size, all other based on equivalent dwelling units (EDU)

Table 5 shows the calculation for the Park In-Lieu Fee. The Quimby Act allows the City to require that new development set aside some amount of land (between 3 and 5 acres / 1,000 people) for the purposes of providing park land. Developers have the choice of physically securing suitable land for this set-aside or paying a park "in-lieu" fee calculated such that the City can use those funds to procure the land itself. For the purposes of this study, we estimate that the cost of providing this land, in-lieu of dedicating it directly, would be approximately \$300,000 per acre. We estimate that 10.52 acres of park land would cost approximately \$3.2 MM. With 1,089 new residential EDUs being added, the cost per EDU is \$2,898.

Table 5
City of Hughson
Park In-Lieu Fee

	Area	Cost / acre	Total Cost	Allocation to growth
Future Park Land Requirements				
Future park land purchases ¹	<u>10.52</u>	\$300,000	<u>\$3,154,537</u>	<u>100%</u>
	10.52		\$3,154,537	100%
Total allocated value to growth			\$3,154,537	
Projected future residential EDUs ²			1,089	
Projected park in-lieu fee (single family residence)			\$2,898	
Projected park in-lieu fee (multi-family residence)			\$1,884	

1 - BWA estimated cost

2 - Assumes population growth in city limits of 3,505 and desired ratio of 3 acres/1,000 residents

Table 6 shows the calculation for the Park Development Impact Fee. The park development impact fee is assessed to recover the costs of providing parks for future residents. Based on criteria outlined in the Quimby Act, we estimate that the City of Hughson will add 3 acres of developed park for every 1,000 new residents.

BWA estimates that the City will add approximately 1,089 new EDUs and 3,505 residents within the City limits. At this desired ratio, this means the City will need to provide approximately 10.52 acres of new parks for these residents. Rough cost estimates suggest that the cost of developing these parks (exclusive of the cost of purchasing land, see Park In-Lieu Impact Fee), will average around \$750,000 per acre. This means total park development costs could approach \$7.9 MM. Approximately \$3.9 million of this amount is allocable to future development.

These parks will be used almost exclusively for the purposes of providing recreation to City residents and as such, are not allocable to commercial development. Divided among the estimated 1,089 residential EDUs expected within the City limits (with multi-family residences being assessed the fee at 0.65 EDU), the single family residential park development impact fee is \$3,623.

Table 6
City of Hughson
Park Development Impact Fee

	<u>Area</u>	<u>Cost / acre¹</u>	<u>Total cost</u>	<u>Allocation to growth</u>
Future Park Development				
Future park development	<u>10.52</u>	\$750,000	<u>\$7,886,343</u>	50%
	10.52		\$7,886,343	
Total allocated value to growth			\$3,943,172	
Projected future residential EDUs			1,089	
Projected parks development fee (single family residence)			\$3,623	
Projected parks development fee (multi-family residence)			\$2,355	

1 - BWA estimated cost

Proposed Fees

Table 7 shows the proposed development impact fee schedule for each customer class. BWA recommends charging commercial and industrial based on water meter size for sewer rather than square footage to better align with wastewater flows. Proposed fees are based on the following standard ratios: one single family EDU = 0.65 multifamily dwelling units, 1,700 square foot of commercial floor area and 3,000 square foot of industrial floor area.

Table 7
City of Hughson
Proposed Fees

	SFD		MFD		Non Residential	
Proposed Fee Based on Meter Size	Current	Proposed	Current (per DU)	Proposed MFD (Per DU)	Proposed by Meter Size (\$/1" Meter Shown)	
Water	\$3,803	\$8,119	\$2,282	\$5,277	\$9,508 (1" Meter)	\$13,623
Sewer	\$13,755	\$14,642	\$9,628	\$9,517	\$19,395 (per 3,000 sq. ft.)	\$24,569
	SFD		MFD		Industrial (1 DU = 3,000 Sq. Ft.)*	
Proposed Fee Based on Equivalent Dwelling Unit	Current	Proposed	Current (per DU)	Proposed MFD (Per DU)	Current (per 1k Sq Ft.)	Proposed (per 1k Sq Ft.)
Storm Drain	\$2,814	\$6,658	\$2,189	\$4,327	\$1,781	\$2,219
Public Facility Fee	\$3,050	\$4,509	\$3,050	\$2,931	\$1,017	\$1,503
Community Enhancement Fee	\$1,008	\$372	\$605	\$242	\$336	\$124
Streets	\$4,101	\$6,060	\$2,778	\$3,939	\$2,760	\$2,020
Park Development Fee	\$2,667	\$3,623	\$1,600	\$2,355	N/A	N/A
Park In-Lieu Fee	\$1,991	\$2,898	\$1,194	\$1,884	N/A	N/A
Total	\$33,189	\$46,879	\$23,326	\$30,471	\$46,585	\$55,790
% Increase		41%		31%		20%

*Commerical @ 1,700 sq. ft. = 1 SFD; industrial @ 3,000 sq. ft. = 1 SFD.; public @ 2,000 sq. ft. = 1 SFD

Table 8 shows the full schedule of water and sewer fees based on meter size. Private fire meters are recommended to be charged 10% of the regular meter fee to reflect the benefits private customers receive such as saving lives and extinguishing fires more quickly. The nature of this capacity differs from a regular meter capacity because it is on standby and not used except in emergencies. Additionally, private fire meters provide benefits to the public at large by preventing the spreading of fires. Therefore, the fee for private fire meters should be a fraction of the fee for a standard meter. Industry standard capacity fees for fire meters range from 0% to 25% of the standard meter capacity fee.

Table 8
City of Hughson
Full Schedule of Fees Based on Meter Size

Meter Type	Meter Ratio	Water Fee	Sewer Fee
3/4" & Below & Residential	1.0	\$8,119	\$14,642
1"	1.7	\$13,623	\$24,569
1 1/2"	3.3	\$27,061	\$48,804
2"	5.3	\$43,295	\$78,082
2 & 3/4"	6.3	\$51,414	\$92,723
4"	16.7	\$135,302	\$244,014
6"	33.3	\$270,607	\$488,034
8"	53.3	\$432,970	\$780,852
6" Fire Protection*	3.3	\$27,061	N/A
8" Fire Protection*	5.3	\$43,297	N/A

*Fire meter ratio 10% of regular meter

APPENDIX A

Fixed Asset Lists & Valuation

Hughson Existing Asset Valuation, 2020			
Water	Original Cost	Original Cost, Current \$	Replacement Cost New Less Depreciation
Buildings	\$2,127,666	\$3,009,737	\$1,805,842
Equipment	43,130	48,501	19,044
Improvements	4,174,182	14,279,915	1,452,899
Land	2,928,159	4,527,708	4,527,708
Vehicles	50,822	54,745	24,814
Water Lines	5,961,172	16,971,975	9,463,036
Well #9	4,697,319	4,697,319	4,697,319
Water Conservation Program (Future)	1,700,000	1,700,000	1,700,000
Non-Potable Irrigation System (Future)	1,900,000	1,900,000	1,900,000
Conveyance System Improvements (Future)	1,750,000	1,750,000	1,750,000
Water Master Plan (Future)	250,000	250,000	250,000
Water Meter Radios	21,983	21,983	21,983
Smart Water Meters	250,000	250,000	250,000
Kubota RTV (1/3)	5,517	5,517	5,517
<u>Well</u>	<u>141,337</u>	<u>908,530</u>	<u>374,769</u>
Grand Total	\$26,001,287	\$50,375,929	\$28,242,931
Sewer & Storm	Original Cost	Original Cost, Current \$	Replacement Cost New Less Depreciation
Buildings	\$25,215,708	\$30,213,618	\$23,502,209
Equipment	51,295	63,734	2,008
Improvements	114,514	124,821	112,339
Land	15,075,537	30,432,598	30,432,598
Lift Station	219,667	332,435	270,381
Machinery	235,695	486,261	0
Sewer Lines	8,065,453	21,784,365	11,801,455
Storm Drain Lines	4,615,295	29,667,632	9,747,936
Vehicles	191,675	239,706	39,630
Grand Total	\$53,784,839	\$113,345,170	\$75,908,556
Sewer			
Buildings	\$25,215,708	\$30,213,618	\$23,502,209
Equipment	51,295	63,734	2,008
Improvements	114,514	124,821	112,339
Land (1/2)	7,537,769	15,216,299	15,216,299
Lift Station	219,667	332,435	270,381
Machinery	235,695	486,261	0
Sewer Lines	8,065,453	21,784,365	11,801,455
Kubota RTV (2/3)	11,033	11,033	11,033
<u>Vehicles (1/2)</u>	<u>95,837</u>	<u>119,853</u>	<u>19,815</u>
Grand Total	\$41,546,971	\$68,352,419	\$50,935,539
Storm			
Land (1/2)	7,537,769	15,216,299	15,216,299
Storm Drain Lines	4,615,295	29,667,632	9,747,936
<u>Vehicles (1/2)</u>	<u>95,837</u>	<u>119,853</u>	<u>19,815</u>
Grand Total	\$12,248,901	\$45,003,784	\$24,984,051
Community/Senior Center (Community Enhancement)	Original Cost	Original Cost, Current \$	Replacement Cost New Less Depreciation
Buildings	\$725,283	\$1,348,876	\$449,625
<u>Land</u>	<u>105,073</u>	<u>195,414</u>	<u>195,414</u>
Grand Total	\$830,356	\$1,544,289	\$645,039
RDA (Community Enhancement)	Original Cost	Original Cost, Current \$	Replacement Cost New Less Depreciation
Buildings	\$300,891	\$425,632	\$255,379
Improvements	495,038	633,973	443,781
<u>Statue</u>	<u>47,930</u>	<u>67,800</u>	<u>51,528</u>
Grand Total	\$843,859	\$1,127,405	\$750,688
Community Services (Public Facilities)	Original Cost	Original Cost, Current \$	Replacement Cost New Less Depreciation
Buildings	\$455,181	\$615,209	\$394,197
Improvements	5,508,058	6,952,617	5,037,888
General Plan Update (Future)	500,000	500,000	500,000
Lebright Field Purchase (1/2)	149,886	149,886	149,886
<u>Land</u>	<u>7,157,617</u>	<u>10,837,538</u>	<u>10,837,538</u>
Grand Total	\$13,770,741	\$19,055,249	\$16,919,509

General Government (Streets)	Original Cost	Original Cost, Current \$	Replacement Cost New Less Depreciation
Buildings	\$258,266	\$969,119	\$0
Equipment	362,360	507,822	29,732
Improvements	102,430	134,462	82,291
Land	1,923,308	3,325,595	3,325,595
Machinery	58,013	103,965	0
Roadways	2,777,617	4,246,654	4,246,654
POD Cameras for LE	42,841	42,841	42,841
Vehicles	74,508	124,614	0
Grand Total	\$5,599,343	\$9,455,072	\$7,727,113
Public Works (Streets)	Original Cost	Original Cost, Current \$	Replacement Cost New Less Depreciation
Bridges	\$1,696,265	\$3,457,095	\$1,678,185
Buildings	206,457	514,817	0
Curb & Gutter	2,371,196	4,058,408	2,430,780
Equipment	138,297	183,853	23,182
Land	116,859	196,717	196,717
Machinery	183,889	269,214	0
Pavement	7,541,218	13,373,151	7,392,434
Pump Station	233,183	339,004	283,916
Sidewalk	1,074,859	1,684,849	1,060,107
Soundwalls	313,700	869,386	243,428
Street Lights	167,439	1,076,317	64,579
Mowers	12,500	12,500	12,500
Santa Fe S Overlay (FY 19/20)	362,600	362,600	362,600
Santa Fe N Overlay (FY 18/19)	477,898	477,898	477,898
2nd St Project	342,945	342,945	342,945
Locust Street Widening	208,832	208,832	208,832
Lebright Field Purchase (1/2)	149,886	149,886	149,886
<u>Vehicles</u>	<u>491,167</u>	<u>657,216</u>	<u>84,646</u>
Grand Total	\$16,089,189	\$28,234,688	\$15,012,634

APPENDIX B

Regional Impact Fee Survey

DIF SURVEY - SFR

