

Resolution Index 2020

| <u>Number</u> | <u>Subject</u> | <u>Date</u> | <u>Vote</u> |
|---------------|--|-------------|-------------|
| 2020-01 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS APPROVED BY THE ADOPTED CITY'S RECORD RETENTION SCHEDULE AND AUTHORIZES THE CITY CLERK TO DESTROY SAID RECORDS LISTED AS EXHIBIT 'A" AND INCORPORATED HERETO | 1/13/2020 | 5-0-0-0 |
| 2020-02 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON SUPPORTING THE REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT OF 2020 | 1/13/2020 | 5-0-0-0 |
| 2020-03 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AWARDDING THE SANTA FE OVERLAY PROJECT (PHASE 2) TO LOW BIDDER TOM MAYO CONSTRUCTION, INC. IN THE AMOUNT OF \$325,955, AUTHORIZING A 10% CONSTRUCTION CONTINGENCY AS WELL AS A 10% SET-ASIDE FOR CONSTRUCTION MANAGEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FINAL CONSTRUCTION CONTRACT WITH THE RESPONSIBLE LOW BIDDER | 2/10/2020 | 4-0-0-1 |
| 2020-04 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AUTHORIZING BARTLE WELLS ASSOCIATES TO PERFORM AN UPDATED WASTEWATER RATE STUDY AT A NOT-TO-EXCEED AMOUNT OF \$18,490 | 2/24/2020 | 5-0-0-0 |
| 2020-05 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH HARRIS & ASSOCIATES FOR ASSESSMENT DISTRICT ADMINISTRATIVE SERVICES | 2/24/2020 | 5-0-0-0 |

| Number | Subject | Date | Vote |
|---------------|---|-------------|-------------|
| 2020-06 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ACCEPTING THE PUBLIC IMPROVEMENT FOR THE PROVINCE PLACE SUBDIVISION | 2/24/2020 | 5-0-0-0 |
| 2020-07 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADOPTING AN UNCLAIMED PROPERTY (MONEY) POLICY | 2/24/2020 | 5-0-0-0 |
| 2020-08 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON WAIVING THE ESTABLISHED YARD SALE FEES FOR THE CITY-WIDE YARD SALE EVENT SCHEDULED FOR APRIL 4 - APRIL 5, 2020 | 3/09/2020 | 5-0-0-0 |
| 2020-09 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE FINAL MAP FOR VESTING TENTATIVE SUBDIVISION MAP NO. 06-03 - EUCLID SOUTH | 3/09/2020 | 5-0-0-0 |
| 2020-10 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE CITY OF HUGHSON - STANISLAUS COUNTY (GEER ROAD LANDFILL) BACKWASH WATER DISPOSAL AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH STANISLAUS COUNTY | 3/09/2020 | 5-0-0-0 |
| 2020-11 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADOPTING A RESIDENTIAL WATER DISCONTINUATION POLICY | 3/09/2020 | 5-0-0-0 |
| 2020-12 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ACCEPTING THE 2019 ANNUAL GENERAL PLAN REPORT AND THE 2019 ANNUAL HOUSING ELEMENT PROGRESS REPORT | 3/23/2020 | 5-0-0-0 |

| Number | Subject | Date | Vote |
|---------------|--|-------------|-------------|
| 2020-13 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE CITY OF HUGHSON 2020 SENATE BILL 1, ROAD AND REPAIR AND ACCOUNTABILITY ACT, LOCAL STREETS AND ROADS ANNUAL REPORTING PROGRAM PROJECT LIST | 3/23/2020 | 5-0-0-0 |
| 2020-14 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADJUSTING THE FISCAL YEAR 2019-2020 OPERATING BUDGET AT MID-YEAR | 3/23/2020 | 5-0-0-0 |
| 2020-15 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON RATIFYING THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY CORONAVIRUS/COVID-19 | 3/23/2020 | 5-0-0-0 |
| 2020-16 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 3, 2020, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND REQUESTING CONSOLIDATION OF THIS ELECTION WITH STANISLAUS COUNTY | 4/27/2020 | 5-0-0-0 |
| 2020-17 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON REVIEWING AND AMENDING THE CITY OF HUGHSON CONFLICT OF INTEREST CODE | 4/27/2020 | 5-0-0-0 |
| 2020-18 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON SUPPORTING THE APPROVAL OF THE FISCAL YEAR 2020-2025 CONSOLIDATED PLAN (CON PLAN), FISCAL YEAR 2020-2021 ANNUAL ACTION PLAN (AAP), AND FISCAL YEARS 2020-2025 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (AI) | 4/27/2020 | 5-0-0-0 |

| Number | Subject | Date | Vote |
|---------------|---|-------------|-------------|
| 2020-19 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE "DESIGNATION OF APPLICANT'S RESOLUTION FOR NON-STATE AGENCIES", DESIGNATING AGENTS AUTHORIZED TO EXECUTE APPLICATIONS FOR AND ON BEHALF OF THE CITY OF HUGHSON FOR FINANCIAL ASSISTANCE FROM THE FEDERAL MANAGEMENT AGENCY AND THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR RECOVERING COSTS ASSOCIATED WITH DECLARED EMERGENCIES | 4/27/2020 | 5-0-0-0 |
| 2020-20 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES | 4/27/2020 | 5-0-0-0 |
| 2020-21 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE MEASURE L MASTER FUNDING AGREEMENT WITH THE STANISLAUS COUNCIL OF GOVERNMENTS (FISCAL YEAR 2020-2025) | 5/11/2020 | 5-0-0-0 |
| 2020-22 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON UPDATING THE CITYWIDE RECORDS MANAGEMENT PROGRAM, ADOPTING AN UPDATED RECORDS RETENTION SCHEDULE, AND RESCINDING RESOLUTION NO. 88-34 (ESTABLISHING A RECORDS MANAGEMENT PROGRAM AND A RECORDS RETENTION SCHEDULE) | 6/8/2020 | 5-0-0-0 |
| 2020-23 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH MOSS, LEVY & HARTZHEIM, LLP, FOR INDEPENDENT AUDITING SERVICES | 6/8/2020 | 5-0-0-0 |

| Number | Subject | Date | Vote |
|---------------|---|-------------|-------------|
| 2020-24 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH GILTON SOLID WASTE MANAGEMENT, INC. FOR STREET SWEEPING SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT | 6/8/2020 | 5-0-0-0 |
| 2020-25 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ACCEPTING THE PUBLIC IMPROVEMENTS FOR THE EUCLID SOUTH SUBDIVISION | 6/8/2020 | 5-0-0-0 |
| 2020-26 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ACCEPTING THE SANTA FE OVERLAY PROJECT (PHASE 2) AND AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION | 6/8/2020 | 5-0-0-0 |
| 2020-27 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AUTHORIZING THE CITY MANAGER TO EXECUTE AN ANNUAL FUNDING AGREEMENT WITH THE CITY OF TURLOCK/STANISLAUS COUNTY HOME CONSORTIUM DESIGNATING THE CITY OF HUGHSON AS A SUBRECIPIENT OF HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS FOR FISCAL YEAR 2020-2021 | 6/8/2020 | 5-0-0-0 |
| 2020-28 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON SETTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2020-2021 | 6/22/2020 | 3-0-0-2 |
| 2020-29 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING SUBMISSION TO THE VOTERS A QUESTION RELATING TO THE TERM OF OFFICE FOR THE MAYOR'S POSITION AND REQUESTING CONSOLIDATION OF THE MEASURE WITH STANISLAUS COUNTY | 6/22/2020 | 3-0-0-2 |

| Number | Subject | Date | Vote |
|---------------|--|-------------|-------------|
| 2020-30 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS RELATING TO A MEASURE TO ADOPT AN ORDINANCE TO CHANGE THE TERM OF OFFICE FOR THE MAYOR FROM A TWO-YEAR TERM TO A FOUR-YEAR TERM, AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS FOR THIS MEASURE | 6/22/2020 | 3-0-0-2 |
| 2020-31 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS FOR CITY MEASURES SUBMITTED AT MUNICIPAL ELECTIONS | 6/22/2020 | 3-0-0-2 |
| 2020-32 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AUTHORIZING THE APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS | 6/22/2020 | 3-0-0-2 |
| 2020-33 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE AGREEMENT EXTENDING AND AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF HUGHSON AND OPERATING ENGINEERS LOCAL UNION NO. 3 ON BEHALF OF THE CITY OF HUGHSON EMPLOYEES ASSOCIATION | 6/22/2020 | 3-0-0-2 |
| 2020-34 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH WILL DAN ENGINEERING FOR CONTRACTED CITY ENGINEERING SERVICES | 6/22/2020 | 3-0-0-2 |

| Number | Subject | Date | Vote |
|---------------|---|-------------|-------------|
| 2020-35 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH RESCUE ENGINEERS, INC. FOR THE PURCHASE OF THE PROPRIETARY FILTRATION SYSTEM FOR THE WELL NO. 7 REPLACEMENT PROJECT PHASE III | 6/22/2020 | 3-0-0-2 |
| 2020-36 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADOPTING THE CITY OF HUGHSON'S FISCAL YEAR 2020-2021 PROPOSED BUDGET | 6/22/2020 | 3-0-0-2 |
| 2020-37 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON REMOVING FORMER CITY MANAGER RAUL MENDEZ AS A SIGNATORY ON THE CITY OF HUGHSON BANK ACCOUNTS AT BANK OF THE WEST, EFFECTIVE JULY 27, 2020 | 7/13/2020 | 3-0-0-2 |
| 2020-38 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON RATIFYING THE CERTIFICATION FOR RECEIPT OF FUNDS PURSUANT TO PARAGRAPHS (2) OR (3) OF SUBDIVISION (D) OF CONTROL SECTION 11.90 OF THE BUDGET ACT OF 2020 | 7/13/2020 | 3-0-0-2 |
| 2020-39 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON DIRECTING THE FILING OF THE ANNUAL REPORTS FOR FISCAL YEAR 2020-2021 FOR THE SPECIAL ASSESSMENT DISTRICTS (BENEFIT ASSESSMENT DISTRICTS, LANDSCAPE AND LIGHTING DISTRICTS, AND COMMUNITY FACILITIES DISTRICT) IN THE CITY OF HUGHSON | 7/13/2020 | 3-0-0-2 |
| 2020-40 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON DECLARING THE CITY COUNCILS INTENT TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2020-2021 FOR THE CITY OF HUGHSON LANDSCAPE AND LIGHTING DISTRICTS, BENEFIT ASSESSMENT DISTRICTS, AND COMMUNITY FACILITIES DISTRICT AND TO SET THE PUBLIC HEARING FOR THE JULY 27, 2020 CITY COUNCIL MEETING | 7/13/2020 | 3-0-0-2 |

| Number | Subject | Date | Vote |
|---------------|---|-------------|-------------|
| 2020-41 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE AMENDED AND UPDATED RULES, REGULATIONS AND FEES FOR THE UNITED SAMARITANS FOUNDATION COMMUNITY CENTER, LOCATED AT 2413 3RD STREET, HUGHSON | 7/27/2020 | 5-0-0-0 |
| 2020-42 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE 2020-2021 SUBRECIPIENT AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT FUNDS WITH STANISLAUS COUNTY | 7/27/2020 | 5-0-0-0 |
| 2020-43 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ACCEPTING THE WELL 7 REPLACEMENT PROJECT PHASE II AND AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION | 7/27/2020 | 5-0-0-0 |
| 2020-44 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PROVOST & PRITCHARD CONSULTING GROUP FOR CONTRACTED ENGINEERING DESIGN SERVICES FOR 1, 2, 3,- TRICHLOROPROPANE TREATMENT | 7/27/2020 | 5-0-0-0 |
| 2020-45 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AUTHORIZING THE CITY MANAGER TO EXECUTE THE INSTALLMENT SALE AGREEMENT AMENDMENT NO. 2 FOR WELL NO 7 WELL REPLACEMENT AND ARSENIC TREATMENT WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD UNDER THE DRINKING WATER STATE REVOLVING FUND PROJECT NO. 5010008-011C AGREEMENT NO D16-02057 | 7/27/2020 | 5-0-0-0 |

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|---------------|---|-------------|-------------|
| 2020-46 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON CONFIRMING DIAGRAM, ASSESSMENTS AND REPORTS AND LEVYING ASSESSMENTS FOR FISCAL YEAR 2020-2021 FOR ALL LANDSCAPE AND LIGHTING DISTRICTS AND BENEFIT ASSESSMENT DISTRICTS WITHIN THE CITY OF HUGHSON | 7/27/2020 | 5-0-0-0 |
| 2020-47 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON CONFIRMING DIAGRAM, ASSESSMENTS AND REPORTS AND LEVYING ASSESSMENTS FOR FISCAL YEAR 2020-2021 FOR THE COMMUNITY FACILITIES DISTRICT WITHIN THE CITY OF HUGHSON | 7/27/2020 | 5-0-0-0 |
| 2020-48 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE COUNTY OF STANISLAUS CARES ACT CORONAVIRUS RELIEF FUND SUBRECIPIENT AGREEMENT AND FUTURE AMENDMENTS UP TO THE AMOUNT OF THE COUNTY'S ORIGINAL ALLOCATION, AND APPROVING THE CITY OF HUGHSON'S SPENDING PLAN | 7/27/2020 | 5-0-0-0 |
| 2020-49 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROJECT FIANCNE AGREEMENT AMENDMENT NO. 5 FOR THE WASTE WATER TREATMENT PLANT UPGRADE AND EXPANSION PROJECT WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD, STATE REVOLVING FUND PROJECT NO. C-06-5139-110, AGREEMENT NO. 08-838-550 | 8/10/2020 | 5-0-0-0 |

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|---------------|---|-------------|-------------|
| 2020-50 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING CERTAIN CITY PROPERTY TO BE DECLARED AS SURPLUS, AND AUTHORIZING THE DISPOSAL THEREOF | 9/14/2020 | 5-0-0-0 |
| 2020-51 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE FEDERAL/STATE FUNDED PROJECT MANAGEMENT SERVICES AGREEMENT WITH WILL DAN ENGINEERING FOR CONTRACT CITY ENGINEERING SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT | 9/14/2020 | 5-0-0-0 |
| 2020-52 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING APPLICATION FOR THE WATER SMART GRANT | 9/14/2020 | 5-0-0-0 |
| 2020-53 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH CONDOR EARTH TECHNOLOGIES, INC. FOR SUPPORTIVE SERVICES FOR THE CITY'S MS4 PERMIT | 9/14/2020 | 5-0-0-0 |
| 2020-54 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING AN AGREEMENT WITH STANISLAUS COUNTY TO PERFORM LAW ENFORCEMENT SERVICES FOR THE CITY OF HUGHSON AND RELATED ACTIONS | 9/14/2020 | 5-0-0-0 |
| 2020-55 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADOPTING A MITIGATED NEGATIVE DECLARATION FOR THE PARKWOOD HUGHSON DEVELOPMENT PROJECT, APNS 018-017-002, -010,-014 | 11/9/2020 | 3-2-0-0 |

| Number | Subject | Date | Vote |
|---------------|---|-------------|-------------|
| 2020-56 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADOPTING GENERAL PLAN AMENDMENT NO 2020-01 TO CHANGE THE LAND USE DIAGRAM FROM LOW DENSITY RESIDENTIAL, MEDIUM DENSITY RESIDENTIAL, AND SERVICE COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL FOR THE PARKWOOD SUBDIVISION PROJECT (A 56.04-ACRE SITE) | 11/9/2020 | 3-2-0-0 |
| 2020-57 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING A CHANGE IN THE ZONING DISTRICT DESIGNATION FROM R-1 SINGLE FAMILY RESIDENTIAL, R-2 MEDIUM DENSITY RESIDENTIAL, AND C-2 GENERAL COMMERCIAL TO R-2 MEDIUM DENSITY RESIDENTIAL FOR THE PARKWOOD SUBDIVISION PROJECT (A 56.04-ACRE SITE) | 11/9/2020 | 3-2-0-0 |
| 2020-58 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADOPTING A VESTING TENTATIVE MAP FOR THE PARKWOOD SUBDIVISION PROJECT, A 56.04-ACRE PROPERTY, SUBDIVIDING THE SITE INTO 299 RESIDENTIAL LOTS AND 3 PARKS | 11/9/2020 | 3-2-0-0 |
| 2020-59 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING A CONDITIONAL USE PERMIT TO ALLOW A PLANNED DEVELOPMENT OVERLAY FOR THE PROPOSED PARKWOOD HUGHSON RESINTIAL SUBDIVISION, APNS 018-017-002, -010, -014 | 11/9/2020 | 3-2-0-0 |
| 2020-60 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON SUPPORTING THE HUGHSON FIRE PROTECTION DISTRICT 2020 SPECIAL TAX INITIATIVE PROVIDING FUNDING FOR FIRE PROTECTION AND EMERGENCY SERVICES | 9/28/2020 | 4-0-0-1 |

| Number | Subject | Date | Vote |
|---------------|---|-------------|-------------|
| 2020-61 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS | 9/28/2020 | 4-0-0-1 |
| 2020-62 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE TELECOMMUNICATION POLE ATTACHMENT LICENSE AGREEMENT WITH TURLOCK IRRIGATION DISTRICT FOR A LICENSE TO ATTACH PORTABLE OBSERVATION DEVICES TO TURLOCK IRRIGATION DISTRICT OWNED POLES | 9/28/2020 | 4-0-0-1 |
| 2020-63 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADOPTING THE CITY OF HUGHSON FISCAL YEAR 2020-2021 FINAL BUDGET | 9/28/2020 | 4-0-0-1 |
| 2020-64 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON SUPPORTING PROPOSITION 20: THE REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT | 10/12/2020 | 5-0-0-0 |
| 2020-65 | NOT USED | | |
| 2020-66 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON 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 | 11/9/2020 | 5-0-0-0 |
| 2020-67 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AWARDDING 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 | 11/9/2020 | 5-0-0-0 |

| Number | Subject | Date | Vote |
|---------------|--|-------------|-------------|
| 2020-68 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON DIRECTING THE FINANCE DEPARTMENT TO PAY OFF THE CURRENT BALANCE ON THE MUNICIPAL FINANCE CORPORATION LOAN | 11/9/2020 | 5-0-0-0 |
| 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 | 11/23/2020 | 5-0-0-0 |
| 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 | 11/23/2020 | 5-0-0-0 |
| 2020-71 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON DECLARING THE RESULTS OF THE CONSOLIDATED GENERAL MUNICIPAL ELECTION HELD ON TUESDAY, NOVEMBER 3, 2020 | 12/14/2020 | 5-0-0-0 |
| 2020-72 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON FINDING THERE REMAINS A REASONABLE RELATIONSHIP BETWEEN CURRENT NEEDS FOR THE CITY'S DEVELOPMENT IMPACT FEES AND THE PURPOSES FOR WHICH THEY WERE ORIGINALLY CHARGED (GOVERNMENT CODE SECTION 66000 ET. SEQ.) RELATED TO THE CITY'S ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR THE FISCAL YEAR ENDED JUNE 30, 2020 | 12/14/2020 | 5-0-0-0 |
| 2020-73 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON OF CONCURRENCE WITH THE 2019-2020 CONSOLIDATED ANNUAL PERFORMANCE REPORT (CAPER) | 12/14/2020 | 5-0-0-0 |

| Number | Subject | Date | Vote |
|---------------|--|-------------|-------------|
| 2020-74 | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH HALPIN SUSTAINABILITY SOLUTIONS FOR MANDATORY RECYCLING PROGRAMMING SERVICES | 12/14/2020 | 5-0-0-0 |

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS APPROVED BY THE ADOPTED CITY'S RECORD RETENTION SCHEDULE AND AUTHORIZES THE CITY CLERK TO DESTROY SAID RECORDS LISTED AS EXHIBIT 'A' AND INCORPORATED HERETO

WHEREAS, the City Council, by Resolution No. 1988-34 adopted a Records Management Program for the City of Hughson and established the procedure for the destruction of records; and

WHEREAS, the records designated for destruction have been reviewed in accordance with the Record Management Program and applicable law and approved by the City Clerk for destruction; and

WHEREAS, the City Attorney and City Clerk have reviewed the attached list of records set forth on Exhibit A, attached hereto, and find that those documents can be destroyed pursuant to the established Records Retention Schedule, and in compliance with applicable law, including Section 34090 of the California Government Code; and

WHEREAS, the City Attorney has provided written consent to the destruction of records identified on Exhibit A, as evidenced by his signature on the "Authorization to Destroy Records," attached hereto as Exhibit B.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Hughson does hereby authorize the destruction of the records identified on the attached Exhibit "A" and directs the City Clerk to make the arrangements for the actual destruction thereof.

It is hereby certified that the foregoing Resolution No. 2020-01 was duly introduced and duly adopted by the City Council of the City of Hughson at its regular meeting held on this 13th day of January, 2020 by the following Roll Call vote:

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 13th day of January, 2020 by the following roll call votes:

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

LIST OF PROPOSED RECORDS TO BE DESTROYED

Exhibit "A" Resolution 2020-01

| Category on Scheduled | Record Series Title | Dates of Record | Retention Period | Box Number |
|------------------------------|--------------------------------|------------------------------|-------------------------|-------------------|
| Personnel Files | Hughson Police Department | Date of Separation 1974-2001 | 10 YRS AE | 1 |
| Recruitment Files | Application, Tracking Forms | 2015-2016 | 3 Years | 2 |
| Personnel Files | Dawn Fisher | Date of Separation 1999 | 10 YRS AE | 5 |
| Personnel Files | Timothy Madsen | Date of Separation 2003 | 10 YRS AE | 5 |
| Personnel Files | Timothy Mejia | Date of Separation 2005 | 10 YRS AE | 5 |
| Personnel Files | Ivan Mendez | Date of Separation 2001 | 10 YRS AE | 5 |
| Personnel Files | Peggy Miller | Date of Separation 2004 | 10 YRS AE | 5 |
| Personnel Files | John Morris | Date of Separation 2005 | 10 YRS AE | 5 |
| Personnel Files | Brian Parker | Date of Separation 2000 | 10 YRS AE | 5 |
| Personnel Files | Ronald Shields | Date of Separation 2000 | 10 YRS AE | 5 |
| Personnel Files | John Doxey | Date of Separation 1999 | 10 YRS AE | 5 |
| Personnel Files | Clifton Price | Date of Separation 2004 | 10 YRS AE | 5 |
| Personnel Files | Gerald Ragland | Date of Separation 2003 | 10 YRS AE | 5 |
| Personnel Files | Benjamin Robinson | Date of Separation 2002 | 10 YRS AE | 5 |
| Personnel Files | Nancy Rustigian | Date of Separation 2006 | 10 YRS AE | 5 |
| Personnel Files | Barry Siebe | Date of Separation 2007 | 10 YRS AE | 5 |
| Personnel Files | Thomas Souza | Date of Separation 2002 | 10 YRS AE | 5 |
| Personnel Files | Barbara Swier | Date of Separation 2003 | 10 YRS AE | 5 |
| Personnel Files | Barbara Swier - Oath of Office | Date of Separation 2003 | 4 YRS AE | 5 |
| Personnel Files | John Bradstreet Tarr | Date of Separation 2003 | 10 YRS AE | 5 |
| Personnel Files | Danette Stavrianoudakis | Date of Separation 2003 | 10 YRS AE | 5 |
| Personnel Files | Bart Conner | Date of Separation 2003 | 10 YRS AE | 5 |
| Personnel Files | Bart Conner - Oath of Office | Date of Separation 2003 | 4 YRS AE | 5 |
| Personnel Files | Jared Steeley | Date of Separation 2008 | 10 YRS AE | 5 |

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| Personnel Files | Mary Jane Cantrell | Date of Seperation 2006 | 10 YRS AE | | 5 |
| Personnel Files | Chad Anderson | Date of Seperation 2007 | 10 YRS AE | | 5 |
| Personnel Files | Telesforo Jaques | Date of Seperation 2001 | 10 YRS AE | | 5 |
| Personnel Files | Lou Thanas | Date of Seperation 2002 | 10 YRS AE | | 5 |
| Personnel Files | Michael Toth | Date of Seperation 2004 | 10 YRS AE | | 5 |
| Personnel Files | Carolyn Van Sandt | Date of Seperation 2004 | 10 YRS AE | | 5 |
| Personnel Files | Donald Vierra | Date of Seperation 2002 | 10 YRS AE | | 5 |
| Personnel Files | Mary Hemminger | Date of Seperation 2009 | 10 YRS AE | | 5 |
| Personnel Files | Tom Kehoe | Date of Seperation 2001 | 10 YRS AE | | 5 |
| Personnel Files | Robert Wilburn | Date of Seperation 2002 | 10 YRS AE | | 5 |
| Personnel Files | Tracy Gross | Date of Seperation 2002 | 10 YRS AE | | 5 |
| Personnel Files | David Sundry | Date of Seperation 2000 | 10 YRS AE | | 5 |
| Personnel Files | Mary Ogden | Date of Seperation 2005 | 10 YRS AE | | 5 |
| Personnel Files | Arthur Syverson | Date of Seperation 2004 | 10 YRS AE | | 5 |
| Personnel Files | Jeanette Fabela | Date of Seperation 2008 | 10 YRS AE | | 5 |
| Applications/Recruitment | Police Officer Applications | 1997-2000 | 3Y | | 6 |
| Applications/Recruitment | Reserve Police Officer Applications | 1994-1999 | 3Y | | 6 |
| Personnel Files | Joshua Baskins | Employment Dates 1997-1999 | 10 YRS AE | | 8 |
| Personnel Files | Brenda Hendrick | Employment Dates 1996-1997 | 10 YRS AE | | 8 |
| Personnel Files | Barbara Eaton | Date of Seperation 1997 | 10 YRS AE | | 8 |
| Personnel Files | Matt Paulin | Employment Dates 1996-1997 | 10 YRS AE | | 8 |
| Personnel Files | Justin Horner | Date of Seperation 1998 | 10 YRS AE | | 8 |
| Personnel Files | Laura Walker | Employment Dates 1996-1997 | 10 YRS AE | | 8 |
| Personnel Files | Michael Andrews | Employment Dates 1997-1998 | 10 YRS AE | | 8 |
| Personnel Files | Paz Macias | Employment Dates 1998-1999 | 10 YRS AE | | 8 |
| Personnel Files | Suzanne Westphal | Employment Dates 1996-1997 | 10 YRS AE | | 8 |
| Personnel Files | Keith Adcock | Employment Dates 1997-1998 | 10 YRS AE | | 8 |

| | | | | | |
|------------------|-------------------------------|----------------------------|-----------|--|---|
| Personnel Files | Terry Gardner | Employment Dates 1987-1997 | 10 YRS AE | | 8 |
| Personnel Files | Mike Hoesch | Date of Seperation 2001 | 10 YRS AE | | 8 |
| Personnel Files | Denise Palecek | Employment Dates 1996-2001 | 10 YRS AE | | 8 |
| Personnel Files | Lana Patrick | Date of Seperation 2001 | 10 YRS AE | | 8 |
| Personnel Files | Dave Adair | Employment Dates 1985-1999 | 10 YRS AE | | 8 |
| Personnel Files | Doris Hale | Employment Dates 2001-2002 | 10 YRS AE | | 8 |
| Personnel Files | Juan Maldonado | Employment Dates 1997-2001 | 10 YRS AE | | 8 |
| Personnel Files | Jorge Mendoza | Date of Seperation 2001 | 10 YRS AE | | 8 |
| Personnel Files | Ossiel Ramirez | Date of Seperation 2005 | 10 YRS AE | | 8 |
| Personnel Files | Troy Presley | Employment Dates 1977-1994 | 10 YRS AE | | 8 |
| Personnel Files | Ronald Bremer | Employment Dates 1986-1995 | 10 YRS AE | | 8 |
| Personnel Files | Peggy Maples | Date of Seperation 1998 | 10 YRS AE | | 8 |
| Personnel Files | Steve Eggedal | Date of Seperation 1997 | 10 YRS AE | | 8 |
| Personnel Files | Steve Coffey | Employment Dates 1979-1994 | 10 YRS AE | | 8 |
| Personnel Files | Danny Goni | Employment Dates 1993-1997 | 10 YRS AE | | 8 |
| Personnel Files | Joe Cockrell | Employment Dates 1995-2001 | 10 YRS AE | | 8 |
| Personnel Files | Maria Gonzalez | Date of Seperation 2001 | 10 YRS AE | | 8 |
| Personnel Files | Derris Nowlin | Date of Seperation 2000 | 10 YRS AE | | 8 |
| Personnel Files | Frank Fagundes | Employment Dates 1990-1995 | 10 YRS AE | | 8 |
| Personnel Files | Krist Hlubik | Employment Dates 1999-2000 | 10 YRS AE | | 8 |
| Personnel Files | Rich O'hara | Employment Dates 1979-2000 | 10 YRS AE | | 8 |
| Personnel Files | Cindy Wilkinson | Employment Dates 2003-2004 | 10 YRS AE | | 8 |
| Personnel Files | Sonnya Shockley | Employment Dates 1999-2001 | 10 YRS AE | | 8 |
| Accounts Payable | AP Vendor Invoices D - H | FY 2008-2009 | 5 YRS AA | | |
| Accounts Payable | AP Vendor Invoices T - Z | FY 2008-2009 | 5 YRS AA | | |
| Accounts Payable | AP Vendor Invoices Misc A - Z | FY 2008-2009 | 5 YRS AA | | |
| Accounts Payable | AP Vendor Invoices I - T | FY 2008-2009 | 5 YRS AA | | |

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CITY OF HUGHSON
AUTHORIZATION TO DESTROY RECORDS
Exhibit "B" Resolution 2020-01

In accordance with the established City of HUGHSON Records Retention Schedule, adopted by Resolution No. 88-34, consent is hereby granted to destroy the records identified on Exhibit "A" attached to Resolution 2020-01, duly adopted by the City Council of the City of Hughson at its January 13, 2020 regular meeting.

The undersigned have determined the identified records are no longer needed for administrative, legal or fiscal purposes and have no historical value. We further certify the documents are not subject to audit, current or pending litigation, or extended retention period because of revised state, federal, or local regulations.


City Manager's Signature1.17.2020
Date
City Clerk's Signature01.07.2020
Date
City Attorney's Signature01-7-20
Date

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
SUPPORTING THE REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT OF
2020**

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

WHEREAS, since 2014, California has had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI; and

WHEREAS, The FBI Preliminary Semiannual Uniform Crime Report for 2017, which tracks crimes committed during the first six months of the past year in U. S. cities with populations over 100,000, indicates that last year violent crime increased again in most of California's largest cities; and

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

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

WHEREAS, violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision; and

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

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

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

WHEREAS, as a result, between 2014 and 2016, California had the 2nd highest increase in theft and property crimes in the United States, while most states have seen a steady decline. According to the California Department of Justice, the value of property stolen in 2015 was \$2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years; and

WHEREAS, grocery store operators around the state have seen unprecedented increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150% increases in these losses from 2012 to present, with the largest jumps occurring since 2014; and

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

WHEREAS, individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced judges' ability to order individuals convicted of repeated theft crimes into effective drug treatment programs; and

WHEREAS, California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those who repeatedly steal to support their drug problem to enter existing drug treatment programs. This measure enacts such reforms; and

WHEREAS, collecting DNA from criminals is essential to solving violent crimes. Over 450 violent crimes including murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals; and

WHEREAS, recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses; and

WHEREAS, permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted, and

WHEREAS, this measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

NOW, THEREFORE BE IT RESOLVED, that the City of Hughson hereby supports the Reducing Crime and Keeping California Safe Act of 2020.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 13th day of January 2020 by the following roll call vote:

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AWARDING THE SANTA FE OVERLAY PROJECT (PHASE 2) TO LOW BIDDER TOM MAYO CONSTRUCTION, INC. IN THE AMOUNT OF \$325,955, AUTHORIZING A 10% CONSTRUCTION CONTINGENCY AS WELL AS A 10% SET-ASIDE FOR CONSTRUCTION MANAGEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FINAL CONSTRUCTION CONTRACT WITH THE RESPONSIBLE LOW BIDDER

WHEREAS, the Santa Fe Overlay Project (Phase 2) was competitively bid pursuant to Public Contract Code §22032(c); and

WHEREAS, bids were opened on January 29, 2020 and the responsible low bidder was Tom Mayo Construction, Inc., with a bid of \$325,955.00; and

WHEREAS, funding for the project is available through Measure L and SB 1 funds awarded to the City and through the City's Trench Cut Fee Program. The funding will be included in the City of Hughson Fiscal Year 2019-2020 Adopted Budget through a mid-year adjustment; and

WHEREAS, a 10% construction contingency as well as a 10% construction management set-aside is needed for the project budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby award the Santa Fe Overlay Project (Phase 2) to low bidder Tom Mayo Construction, Inc. in the amount of \$325,955, authorizes a 10% construction contingency as well as a 10% set-aside for construction management, and authorizes the City Manager to execute the final construction contract for the project with the responsible low bidder.

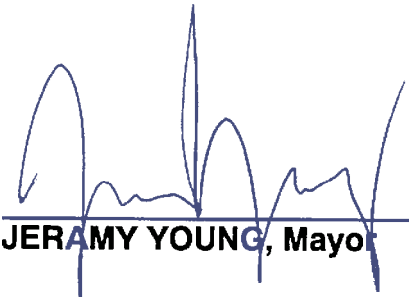
PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 10th day of February 2020 by the following roll call vote:

AYES: MAYOR YOUNG, BAWANAN, HILL, BUCK

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: CARR


JEREMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-04

**A RESOLUTION OF THE HUGHSON CITY COUNCIL TO AUTHORIZE THE CITY
MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BARTLE
WELLS ASSOCIATES TO PREPARE A COMPREHENSIVE WASTEWATER RATE
STUDY UPDATE FOR THE CITY OF HUGHSON**

WHEREAS, the City of Hughson owns and operates a Wastewater Treatment Facility; and

WHEREAS, the City of Hughson seeks to update the 2009 Sewer Fee Study; and

WHEREAS, Bartle Wells Associates has provided continued support to the City in the area of Sewer Fund Fees; and

WHEREAS, the City of Hughson reasonably contemplates the ongoing necessity for administrative and technical support services in order to update the 2009 Sewer Fee Study.

NOW THEREFORE, BE IT RESOLVED that the Hughson City Council authorizes the City Manager to execute a Professional Services Agreement with the firm of Bartle Wells Associates for financial advisory services and utility rate consulting services in an amount not to exceed \$18,490.

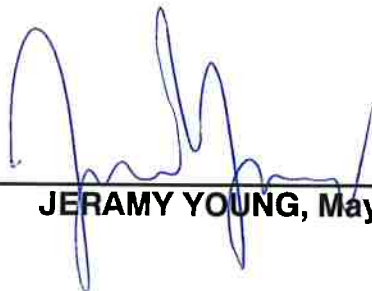
PASSED AND ADOPTED by the City Council of the City of Hughson at its regular scheduled meeting held this 24th day of February 2020 by the following roll call votes:

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
AMENDMENT #1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH
HARRIS & ASSOCIATES FOR ASSESSMENT DISTRICT ADMINISTRATION
SERVICES**

WHEREAS, on March 28, 2016 the Hughson City Council approved the Professional Service Agreement with Harris & Associates for the administration of the Assessment Districts, which commenced on March 1, 2016, was executed; and

WHEREAS, the agreement identified an expiration date of February 28, 2017 subject to the City's right to exercise three option to extend the expiration date by one year each year up until February 28, 2020; and

WHEREAS, City staff exercised their right to extend the expiration date for the last three years seeks; and

WHEREAS, City staff have reached the end of their right to extend the contract and seek to extend the expiration date for two more years until February 28, 2022; and

WHEREAS, all provisions of the agreement, except for the expiration date, are to remain per the original Professional Services Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby approve Amendment #1 to the Professional Service Agreement with Harris & Associates attached hereto as Attachment "A" to change the expiration to February 28, 2022.

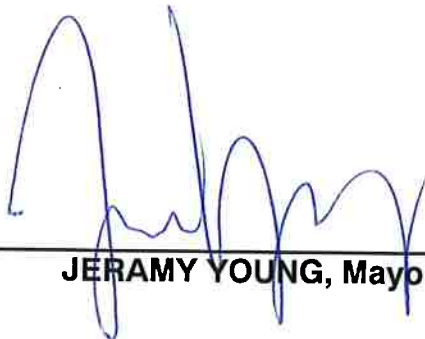
PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 24th day of February 2020 by the following roll call vote:

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to the Professional Services Agreement ("First Amendment") is made effective February 24, 2020. The parties are identified in the Recitals below.

RECITALS

A. Effective March 1, 2016, the City of Hughson, a California municipal corporation ("City") and Harris & Associates, a California corporation ("Consultant") entered into a Professional Services Agreement ("Agreement"), a true and correct copy of which, excluding exhibits to reduce the size of this document, is attached hereto as Attachment 1.

B. Section 1.4 of the Agreement identifies an expiration date of February 28, 2017, subject to the City's right to exercise three options ("Options") to extend the expiration date by one year each year up to February 28, 2020.

C. The City has exercised all three options extending the Agreement's expiration date to February 28, 2020.

D. City and Consultant now desire to extend the term of the Agreement for two additional years by amending Section 1.4 of the Agreement changing the definition of the "Expiration Date" from February 28, 2017 with Options to February 28, 2022 without any options for further extension.

NOW, THEREFORE, the parties agree as follows:

FIRST: Paragraph 1.4 of the Agreement is amended to read as follows effective February 10, 2020:

"1.4 "Expiration Date": February 28, 2022."

SECOND: Except as modified herein, all of the other terms and provisions of the Lease remain in full force and effect.

ALL SIGNATURES ON PAGE 2 FOLLOWING


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

"City"
City of Hughson

By: 
Jeremy Young, Mayor

Date: 2.24.2020

"Consultant"
Harris & Associates

By: 
Alison Bouley, Senior Director

Date: 2/6/2020

Attest:

By: 
Ashton Gose, City Clerk

Date: 2.24.2020

Approved as to form:

By: 
Daniel J. Schroeder, City Attorney

Date: 02-10-20

PROFESSIONAL SERVICE AGREEMENT
(City of Hughson/Harris & Associates, Inc.)

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

RECITALS

City has determined that it requires the following professional services from a consultant: Consulting Services for Assessment District Administration.

This Agreement is for the provision of those services by Consultant to City, from time to time during the term of this Agreement, set forth in task orders as specified in section 3.1 of this Agreement, below.

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

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

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

1. DEFINITIONS

1.1. "Scope of Services": Such professional services as are generally set forth in Consultant's proposal to City, dated December 31, 2015, attached hereto as Exhibit A and incorporated herein by this reference. Assignment specific task orders will be issued.

1.2. "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's fee schedule to City attached hereto as Exhibit A and incorporated herein by this reference.

1.3. "Commencement Date": March 1, 2016

1.4. "Expiration Date": February 28, 2017. The City shall have three options to extend the Expiration Date by one calendar year each up to February 28, 2020.

2. TERM

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

3. CONSULTANT'S SERVICES

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

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

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

4. COMPENSATION

4.1. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

4.2. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within forty-five (45) calendar days of receipt of each invoice, City shall pay all undisputed amounts

included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

5. OWNERSHIP OF WRITTEN PRODUCTS

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

6. RELATIONSHIP OF PARTIES

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

7. CONFIDENTIALITY

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

8. INDEMNIFICATION

8.1. Consultant hereby agrees to defend, indemnify, and save harmless the City of Hughson, its officers, agents, employees, and volunteers, from and against any and all claims, suits, actions, liability, loss, damage, expense, and cost, of every nature, kind or description, which may be brought against, or suffered or sustained by, the City of Hughson, its officers, agents, volunteers and employees, caused by the negligence, omission or willful misconduct of Consultant, its officers, agents, and employees in the performance of any services of work pursuant to the agreement. The duty of Consultant to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require Consultant to indemnify the City of Hughson, its officers, and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

8.2. The City of Hughson hereby agrees to defend, indemnify and save harmless Consultant, its officers, agents, volunteers and employees, from and against any and all claims, suits, actions, liability, loss, damage, expense, and

cost, of every nature, kind or description which may be brought against, or suffered or sustained by Consultant, its officers, agents, and employees to the extent caused by the negligence, omission or willful misconduct of the City of Hughson, its officers, agents, employees, and volunteers, in the performance of any services or work pursuant to the Agreement.

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

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

8.5. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, suits, actions, liability, loss, damage, expense and cost, of every nature, kind or description for any damage due to death or injury to any person and injury to any property resulting from the negligence, omission, or willful misconduct of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement.

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

9. INSURANCE

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

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

9.1.2. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

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

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

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

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

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

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

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

9.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. Consultant will provide 30 days written notice to the City of cancellation or reduction in coverage prior to any change. Consultant agrees to require its insurer to modify the certificates of

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

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

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

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

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

10. MUTUAL COOPERATION

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

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

11. RECORDS AND INSPECTIONS

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

12. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of its services under this Agreement.

13. NOTICES

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

If to City:

City of Hughson
7018 Pine Street | P.O. Box 9
Hughson, CA 95326
Telephone: (209) 883-4054

With courtesy copy to:

Daniel J. Schroeder, City Attorney
Neumiller & Beardslee
P.O. Box 20
509 W. Weber Avenue, Fifth Floor
Stockton, CA 95202
Telephone: (209) 948-8200
Facsimile: (209-) 948-4910

14. SURVIVING COVENANTS

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

15. TERMINATION

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

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

16. GENERAL PROVISIONS

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

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

16.3. Consultant agrees to comply with the regulations of City's "Conflict of Interest Code." Said Code is in accordance with the requirements of the Political Reform Act of 1974.

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

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

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

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

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

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

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

16.11. Any controversy, dispute or failure to agree on appropriate actions arising out of or related to this Agreement (collectively, a Dispute) shall be subject to negotiations between the parties as described in Section 16.11.1, and if then not resolved shall be subject to mediation as described in Section 16.11.2 below.

16.11.1. If a Dispute arises, the parties agree to negotiate in good faith to resolve the dispute. Within thirty (30) days of receipt of notice from either party, a representative of Consultant, designated by Consultant, and a representative of City, designated by the City Manager, shall meet in person to resolve the Dispute. If the Consultant's representative and the City Manager's representative are unable to resolve the Dispute, then the Dispute shall be subject to mediation pursuant to Section 16.11.2 below.

16.11.2. In the event the Dispute is not resolved, it shall be submitted to a mediation before JAMS in Sacramento, California. The mediation shall be conducted in accordance with JAMS rules and

procedures. Each party shall bear its own costs of mediation. In the event that the Dispute is not resolved by mediation, then Section 16.12 shall apply.


16.12. If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Stanislaus, State of California. Consultant hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

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

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

"City"

City of Hughson

By 

MATT BECKMAN, Mayor

Date: April 11, 2016

"Consultant"

Harris & Associates, Inc.

By: 

Dennis Klingelhofer, Vice President


Date: 4/7/16

Attest:

By 
City Clerk

Date: April 11, 2016

Approved as to form:

By 
Dan Schroeder, City Attorney

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ACCEPTING
THE PUBLIC IMPROVEMENTS FOR THE PROVINCE PLACE SUBDIVISION**

WHEREAS, the City Council of the City of Hughson seeks to provide for the public good through the installation of public improvements; and

WHEREAS, at its regularly scheduled meeting on February 14, 2017, the Hughson City Council adopted Resolution No. 2017-02, adopting the General Plan Amendment, Rezoning, and Vesting Tentative Map for the Province Place subdivision; and

WHEREAS, the developers of the Province Place Subdivision have offered public improvements set forth in Attachment 1 to the City; and

WHEREAS, the City's inspection consultants have determined the public improvements have been properly made and have recommended acceptance; and

NOW THEREFORE BE IT RESOLVED that the Hughson City Council hereby accepts the dedication of the public improvements identified in the approved public improvement plans, consistent with the project conditions of approval, and within the dedicated public utility easements identified on the Province Place Final map attached hereto as Attachment 1.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 24th day of February 2020 by the following roll call votes:

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

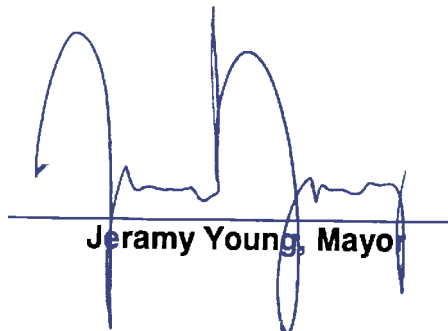
NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



ASHTON GOSE, Deputy City Clerk


Jeremy Young, Mayor

ATTACHMENT 1
PROVINCE PLACE FINAL MAP

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 OF THIS MAP IN THE OFFICE OF THE COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA.

WE OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE THE 30' LOCUST STREET ROAD DEDICATION, THE 10' EUCLID AVENUE ROAD DEDICATION, LOT "A" (PRIVATE STREET, PUBLIC UTILITY EASEMENT, EMERGENCY VEHICLE ACCESS EASEMENT), AND THE VARIABLE WIDTH PUBLIC UTILITY EASEMENTS, ALL AS SHOWN ON THIS MAP.

WE ALSO OFFER FOR DEDICATION THE 5' WATER LINE EASEMENT AND THE 5' SEWER LINE EASEMENT AS SHOWN ON THIS MAP.

WE ALSO OFFER FOR DEDICATION THE 6' IRRIGATION LINE EASEMENT AS SHOWN ON THIS MAP.

OWNER: WNPAC-EUCLID AVENUE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

SIGN _____ DATE: _____

PRINT NAME & TITLE _____

SIGN _____ DATE: _____

PRINT NAME & TITLE _____

PROVINCE PLACE

OCTOBER, 2017
PAGE 1 OF 4

BEING A SUBDIVISION OF THE "REMAINDER", AS SHOWN
IN BOOK 57 OF PARCEL MAPS, PAGE 53, STANISLAUS
COUNTY RECORDS, LYING IN THE SOUTHEAST
QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 10
EAST, MOUNT DIABLO MERIDIAN, CITY OF HUGHSON,
COUNTY OF STANISLAUS, STATE OF CALIFORNIA

HAWKINS & ASSOCIATES ENGINEERING, INC.
436 MITCHELL ROAD
MODESTO, CALIFORNIA 95354

CITY SURVEYOR'S STATEMENT:

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

DATED THIS _____ DAY OF _____, 2017.

PETER M. REI, L.S. 5963
CITY SURVEYOR, CITY OF HUGHSON

TID CERTIFICATE OF ACCEPTANCE:

THIS IS TO CERTIFY THAT THE INTERESTS IN REAL PROPERTY CONVEYED BY
THIS FINAL MAP TO THE TURLOCK IRRIGATION DISTRICT, AN AGRICULTURAL
AGENCY, IS HEREBY ACCEPTED BY THE UNDERSIGNED AUTHORIZED
REPRESENTATIVE ON BEHALF OF THE TURLOCK IRRIGATION DISTRICT
PURSUANT TO TURLOCK DISTRICT RULE NUMBER (RL) 0340.001.

DATED THIS _____ DAY OF _____, 2017.

BRAID KOENIG, CIVIL ENGINEER DEPARTMENT MANAGER

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA / SS
COUNTY OF _____ /

ON _____ BEFORE ME, _____ WHO PROVIDED TO ME ON THE BASIS OF
PERSONALLY APPEARED _____ A NOTARY PUBLIC

SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN
INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HER
AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/HER 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 AND OFFICIAL SEAL.

NOTARY'S SIGNATURE _____

PRINT NOTARY'S NAME _____

PRINCIPAL COUNTY OF BUSINESS _____

REGISTRATION # _____

COMMISSION EXPIRES: _____

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED
UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF
THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF
THE PACIFIC BUILDERS IN FEBRUARY OF 2017. I HEREBY STATE
THAT THIS MAP IS A TRUE AND CORRECT REPRESENTATION OF THE
CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT THE
ARE OF THE CHARACTER AND IN THE LOCATIONS SHOWN HEREON ACCURATELY
THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE
RETRACED.

DATED THIS _____ DAY OF _____, 2017.

KEVIN J. GENASCO, P.L.S. 8660

CITY ENGINEER'S STATEMENT:

THIS IS TO STATE THAT I HAVE EXAMINED THE MAP THAT THE SUBDIVISION
IS BEING SUBMITTED FOR RECORD AND THAT THE MAP IS IN CONFORMANCE
WITH THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES THAT MAY BE IN
EFFECT AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2017.

PETER M. REI, R.E. 49623
CITY ENGINEER, CITY OF HUGHSON

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2017, AT _____

O'CLOCK _____ M. IN BOOK _____ OF PARCEL MAPS, AT PAGE _____.

STANISLAUS COUNTY RECORDS, AT THE REQUEST OF HAWKINS & ASSOCIATES
ENGINEERING, INC.

INSTRUMENT NO. _____

FEE: \$ _____

LEE LUNDGREN,
COUNTY RECORDER

BY: _____ DEPUTY COUNTY RECORDER

PROVINCE PLACE

OCTOBER, 2017
PAGE 2 OF 4

BEING A SUBDIVISION OF THE "REMAINDER", AS SHOWN
IN BOOK 57 OF PARCEL MAPS, PAGE 53, STANISLAUS
COUNTY RECORDS, LYING IN THE SOUTHEAST
QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 10
EAST, MOUNT DIABLO MERIDIAN, CITY OF HUGHSON,
COUNTY OF STANISLAUS, STATE OF CALIFORNIA

HAWKINS & ASSOCIATES ENGINEERING, INC.
436 MITCHELL ROAD
MODESTO, CALIFORNIA 95354

CLERK OF THE BOARD OF SUPERVISOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE OWNER(S) 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 _____, 2017
ELIZABETH A. KING
CLERK OF THE BOARD OF SUPERVISORS
STANISLAUS COUNTY, CALIFORNIA

BY: _____, DEPUTY

(PRINT NAME)

TAX COLLECTOR'S STATEMENT:

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

GORDON B. FORD, COUNTY TAX COLLECTOR OF STANISLAUS COUNTY, CALIFORNIA

DATED THIS _____ DAY OF _____, 2017

BY: _____, DEPUTY

PRINT NAME: _____

AGRICULTURAL STATEMENT:

ALL PERSONS PURCHASING LOTS WITHIN THE BOUNDARIES OF THIS
APPROVED MAP SHOULD BE PREPARED TO ACCEPT THE INCONVENIENCE
ASSOCIATED WITH AGRICULTURAL OPERATIONS, SUCH AS NOISE, ODORS, FLEES,
DUST, OR FUMES. THE CITY OF HUGHSON HAS DETERMINED THAT SUCH
INCONVENIENCES SHALL NOT BE CONSIDERED A NUISANCE IF AGRICULTURAL
OPERATIONS ARE CONSISTENT WITH ACCEPTED CUSTOMS AND STANDARDS.

CITY CLERK'S STATEMENT:

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE
CITY OF HUGHSON HELD ON THE _____ DAY OF _____, 2017,
AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS
MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENTS, ON BEHALF
OF THE PUBLIC, THE EASEMENTS, EASEMENTS, LOT A, AND THE VARIABLE
WIDTH PUBLIC UTILITY EASEMENTS, ALL AS SHOWN WITHIN THE BOUNDARIES OF
THE SUBDIVISION ON THIS MAP.

DATED THIS _____ DAY OF _____, 2017

SUSANA DIAZ, DEPUTY CITY CLERK, CITY OF HUGHSON

PLANNING COMMISSION STATEMENT:

HEREBY CERTIFY ON BEHALF OF THE PLANNING COMMISSION THAT THIS FINAL
MAP CHANGING THE TENTATIVE MAP THAT WAS APPROVED BY THE CITY
OF HUGHSON IS PLANNING COMMISSION AT THE REGULAR MEETING HELD ON THE
_____ DAY OF _____, 2017.

SUSANA DIAZ, SECRETARY, PLANNING COMMISSION

PROVINCE PLACE

OCTOBER, 2017
PAGE 3 OF 4

BEING A SUBDIVISION OF THE "REMAINDER", AS SHOWN IN BOOK 57 OF PARCEL MAPS, STANISLAUS COUNTY RECORDS, LYING IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, CITY OF HUGHSON, COUNTY OF STANISLAUS, STATE OF CALIFORNIA

HAWKINS & ASSOCIATES ENGINEERING, INC.
436 MITCHELL ROAD
MODESTO, CALIFORNIA 95354

REFERENCES

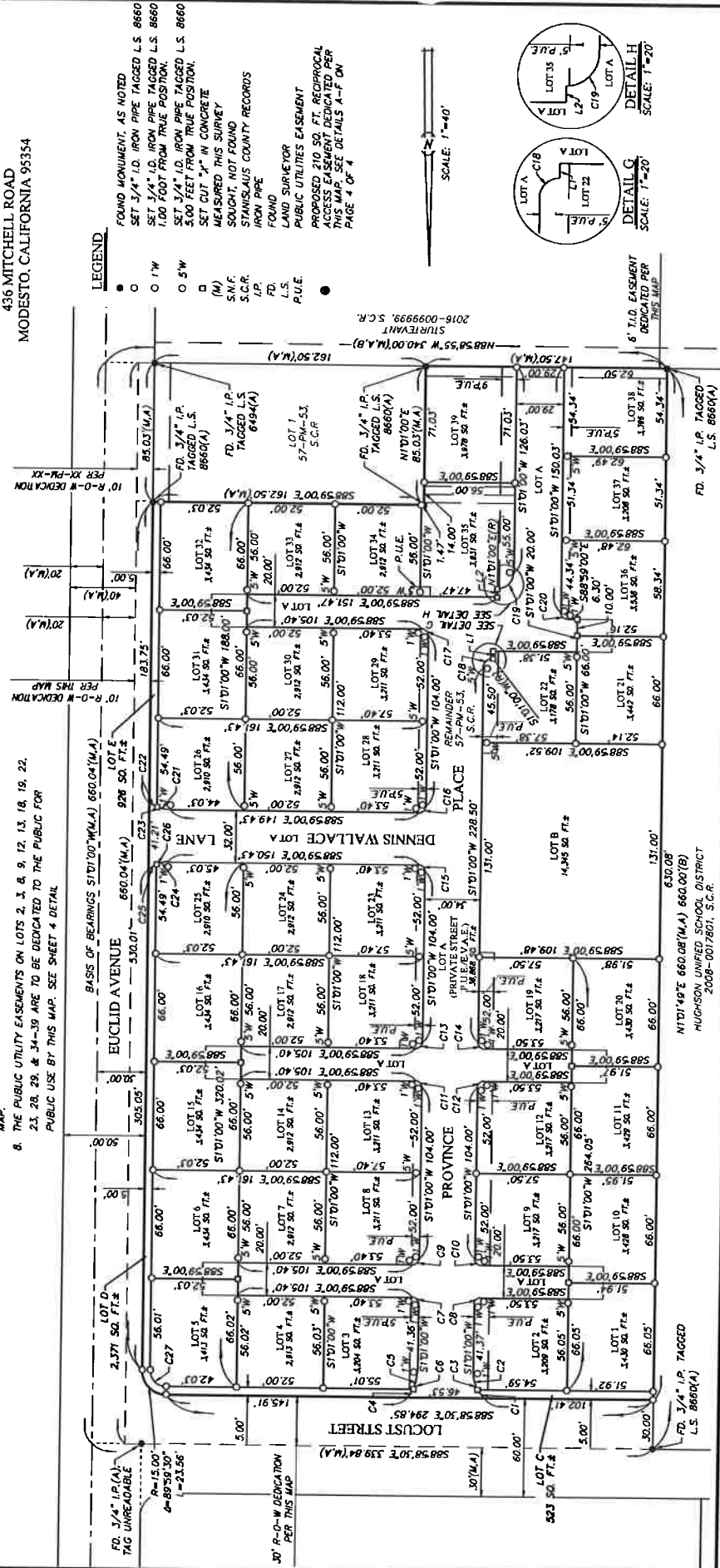
- (A) BOOK 57 OF PARCEL MAPS, AT PAGE 53, S.C.R.
- (B) DOCUMENT NO. 2013-0085358, S.C.R.

NOTES

- ALL DISTANCES ARE MEASURED AND GROUND UNLESS OTHERWISE NOTED.
- THIS MAP REFERS TO APPROVED TENTATIVE MAP 16-01
- LOT "A" IS COVERED ENTIRELY BY A PUBLIC UTILITY EASEMENT TO BE DEDICATED TO THE PUBLIC FOR PUBLIC USE BY THIS MAP.
- THE GROSS AREA OF THIS SUBDIVISION IS 4.16 ACRES. THE LOT AREAS SHOWN ON THIS MAP ARE NET AREAS.
- THIS SUBDIVISION CONTAINS 39 RESIDENTIAL LOTS; 1 PRIVATE STREET, EMERGENCY VEHICLE ACCESS, & PUBLIC UTILITY EASEMENT (LOT "A"); 1 COMMON AREA LOT (LOT "B"), AND 3 LANDSCAPE LOTS (LOTS "C", "D", AND "E").
- THE 30' LOCUST STREET AND 10' EUCLID AVENUE RIGHT-OF-WAY DEDICATIONS ARE HEREBY OFFERED TO THE PUBLIC FOR PUBLIC USE BY THIS MAP AND AS SHOWN HEREON.
- LOT "A" (PRIVATE STREET), LOT "B" (COMMON AREA), AND LOTS "C", "D", AND "E" ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. LOT "A" IS COVERED ENTIRELY BY A PUBLIC UTILITY EASEMENT TO BE DEDICATED TO THE PUBLIC FOR PUBLIC USE BY THIS MAP.
- THE PUBLIC UTILITY EASEMENTS ON LOTS 2, 3, 4, 9, 12, 13, 18, 19, 22, 23, 28, 29, & 34-39 ARE TO BE DEDICATED TO THE PUBLIC FOR PUBLIC USE BY THIS MAP. SEE SHEET 4 DETAIL.

| CURVE TABLE | | | |
|-------------|--------|-----------|--------|
| CURVE | RADIUS | DELTA | LENGTH |
| C1 | 21.00' | 30°11'03" | 6.28' |
| C2 | 21.00' | 30°11'03" | 6.28' |
| C3 | 21.00' | 30°11'03" | 6.28' |
| C4 | 25.00' | 17°32'54" | 9.43' |
| C5 | 25.00' | 17°32'54" | 9.43' |
| C6 | 25.00' | 17°32'54" | 9.43' |
| C7 | 25.00' | 17°32'54" | 9.43' |
| C8 | 25.00' | 17°32'54" | 9.43' |
| C9 | 25.00' | 17°32'54" | 9.43' |
| C10 | 4.00' | 90°00'00" | 6.28' |
| C11 | 4.00' | 90°00'00" | 6.28' |
| C12 | 4.00' | 90°00'00" | 6.28' |
| C13 | 4.00' | 90°00'00" | 6.28' |

| LINE TABLE | |
|------------|------------------|
| LINE | LENGTH |
| L1 | 1701.00' W 4.50' |
| L2 | 1701.00' W 5.00' |

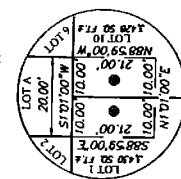
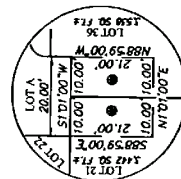
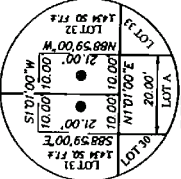
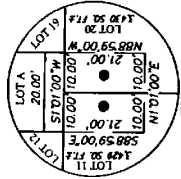


PROVINCE PLACE

OCTOBER, 2017
PAGE 4 OF 4

BEING A SUBDIVISION OF THE "REMAINDER", AS SHOWN IN BOOK 57 OF PARCEL MAPS, PAGE 53, STANISLAUS COUNTY RECORDS, LYING IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, CITY OF HUGHSON, COUNTY OF STANISLAUS, STATE OF CALIFORNIA

HAWKINS & ASSOCIATES ENGINEERING, INC.
436 MITCHELL ROAD
MODESTO, CALIFORNIA 95354



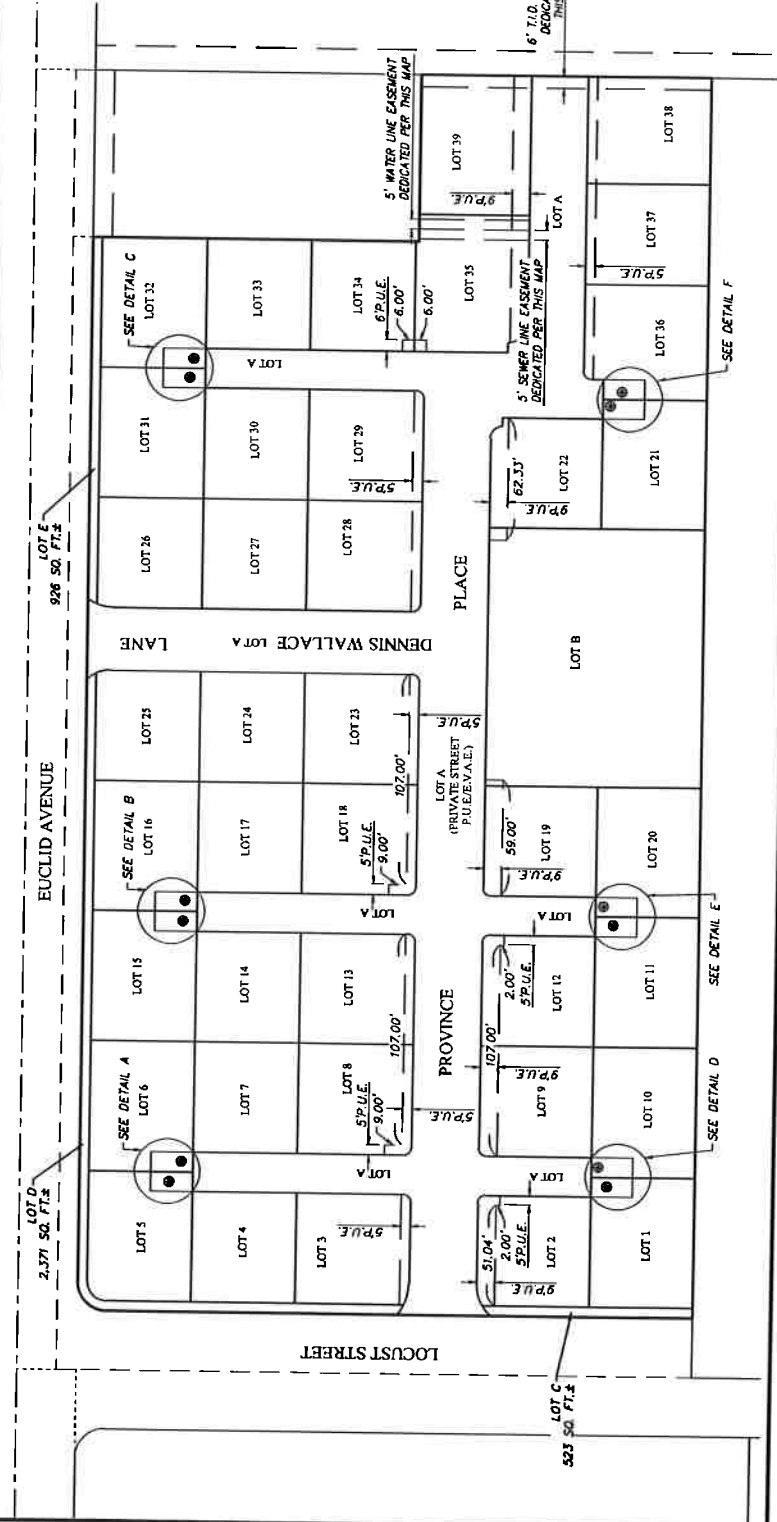
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS S17D10'00"W AS MEASURED ALONG THE WEST CENTER LINE OF EUCLID AVENUE, AS SHOWN ON BOOK 57 OF PARCEL MAPS, AT PAGE 53, STANISLAUS COUNTY RECORDS.

LEGEND

P.U.E. PUBLIC UTILITIES EASEMENT

SCALE: 1"=40'



CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
ADOPTING AN UNCLAIMED PROPERTY (MONEY) POLICY**

WHEREAS, the City of Hughson sometimes has in its possession money belonging to others which is unclaimed—for example, incidental money found by a citizen in a public place and turned over to the City, or utility deposit money held by the City after an account is closed; and

WHEREAS, the City of Hughson City Council desires to establish a policy regarding the retention, return, and processing of unclaimed monies in the possession of the City; and

WHEREAS, it is the intentions of the City of Hughson City Council in establishing this policy to comply fully with the requirements of California law in an effort to efficiently and fairly return funds to their rightful owners.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hughson adopts the Unclaimed Property (Money) Policy ("**Policy**") attached hereto as Attachment 1 and directs the City Manager to implement the Policy immediately.

PASSED AND ADOPTED, by the City Council of the City of Hughson at its regular meeting held on this 24th day of February 2020 by the following roll call votes:

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

NOES: NONE.

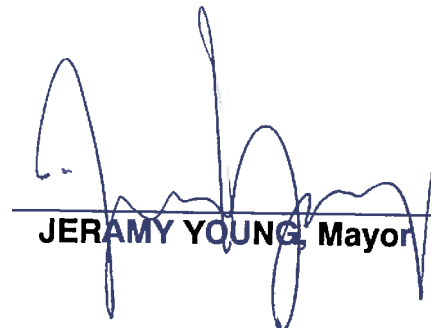
ABSTENTIONS: NONE.

ABSENT: NONE.

ATTEST:



ASHTON GOSE, Deputy City Clerk


JEREMY YOUNG, Mayor

UNCLAIMED PROPERTY (MONEY) POLICY

1. SCOPE AND PURPOSE OF POLICY: This Policy applies to money that is not the property of the City of Hughson but in its possession. It is intended to provide rules, in accordance with California law, to govern the retention, return, and processing of such unclaimed monies.

2. APPLICABLE LAW: Generally, California's Unclaimed Property Law (Code of Civil Procedure §§ 1500 et seq.) applies to unclaimed property, and by its application such property may escheat to the State; however, per Code of Civil Procedure § 1502, money in the official custody of a city is excluded from the Unclaimed Property Law, and instead is subject to the provisions of Government Code Sections 50050-50053.

3. MANDATE: The City, as to money not its property but in its possession, will abide by the mandates set forth in Government Code Sections 50050-50053, as amended, and such other laws of the State of California as may be enacted.

4. PROCEDURES:

4.1 Notice.

4.1.1 For all money of a person or business held by the City for three (3) years or more, but excluding money that is restitution to a crime victim, the City will cause a notice to be published once a week for two successive weeks in a newspaper of general circulation published in the City.

4.1.2 The notice will state: (i) the amount of money, (ii) the name of the owner or the fund or account in which it is held, (iii) information describing how it is the money is in the City's possession, and (iv) that it is proposed the money will become the property of the City on a designated date not less than 45 days nor more than 60 days after the first publication of the notice unless a valid claim is filed by a legitimate owner of the money.

4.2 Claims.

4.2.1 At any time before the money becomes the property of the City (see below), a person or business claiming to be the true owner of the money may file a claim with the City seeking return of his/her/its/their money.

4.2.2. A claim must include the claimant's name, address, telephone number, amount of claim, the utility account number associated with the money (if applicable), and the grounds on which the claim is founded.

4.2.3. The claim must be filed before the date the unclaimed money becomes the property of the City (which date is set forth in the notice—see above).

4.2.4. The City must either accept or reject any filed claim by sending a written notice to the claimant. The City will attempt to provide that written notice within 30 days of its receipt of the filed claim.

4.2.5. If a claim is rejected by the City, and the claimant appeals that determination to a court of competent jurisdiction within Stanislaus County, the City will not release or transfer that portion of unclaimed money for which a court action has been filed until a decision is rendered by the court. To the extent the court determines a claim is invalid, in whole or in part, that portion of the money for which the claim is found to be invalid will become the property of the City.

4.2.6. If a claim is determined to be valid, either by the City or a court, the City will return the money identified in a valid claim to the claimant via a check mailed to the claimant at the address provided in the claim. The City will attempt to return that money within 30 days of the determination whether the claim is valid.

4.3 Unclaimed Money. If, after notice is published as provided in Section 4.1 (above), no claim to the money is filed with the City by the designated date, the money will become the property of the City.

4.4 Transfer to General Fund. When any money become the property of the City as provided in this Policy, the City may transfer the money to its general fund.

5. Special Rules for Small Amounts and Unknown Owners.

Notwithstanding anything in this Policy to the contrary, money of less than fifteen dollars (\$15) or any amount if the owner's or depositor's name is unknown, either of which remains in the possession of the City for one (1) year, may be transferred to the City's general fund without the necessity of publication of a notice as provided in Section 4.1 above.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
WAIVING THE ESTABLISHED YARD SALE FEES FOR THE CITY-WIDE YARD
SALE EVENT SCHEDULED FOR APRIL 4 – APRIL 5, 2020**

WHEREAS, the Hughson City Council and the City of Hughson supports local businesses and actively pursues ways to provide that support; and

WHEREAS, City-Wide Yard Sale Events are successful in attracting people from other areas into cities and towns, as demonstrated by other cities within California; and

WHEREAS, these types of events provide opportunities for citizens to come together socially as well as visit the commercial establishments Hughson has to offer; and

WHEREAS, the waiving of the fee will serve the public purpose of creating a city-wide activity that enhances civic pride as well as provide an increase ability of the citizens of the City to sell items of value that might otherwise be discarded into landfills, and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby waive the established Yard Sale Fees for the City-Wide Yard Sale Event scheduled for Saturday April 4 and Sunday April 5, 2020.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting held on this 9th day of March 2020, by the following roll call votes

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

NOES: NONE.


ABSTENTIONS: NONE.

ABSENT: NONE.

ATTEST:



ASHTON GOSE, Deputy City Clerk


JERAMY YOUNG, Mayor

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
THE FINAL MAP FOR VESTING TENTATIVE SUBDIVISION MAP NO. 06-03-
EUCLID SOUTH**

WHEREAS, on March 13, 2006, the Hughson City Council adopted Resolution No.06-36, approving with conditions, Vesting Tentative Subdivision Map No.06-03 for 69 residential lots and one (1) common area lot as submitted by Florsheim Homes for a proposed subdivision known as Euclid South, located on the west side of Euclid Avenue, about 641 feet south of East Hatch Road; and

WHEREAS, on December 11, 2017, the Hughson City Council adopted Ordinance No. 2017-10, an Ordinance amending the Development Agreement with Florsheim Homes to extend the Development Agreement and Vesting Tentative Subdivision Map No. 06-03 approval until November 20, 2021; and

WHEREAS, Florsheim Homes has requested approval of the Final Map of the Vesting Tentative Subdivision Map for the Euclid South subdivision for purpose of constructing and selling residential units; and

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

WHEREAS, the final map has been reviewed by the City Engineer and found to be in compliance with the tentative map approved by the City Council on March 13, 2006; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson approves the Final Map of Vesting Tentative Subdivision Map No. 06-03.

PASSED AND ADOPTED by the City Council of the City of Hughson at a regularly scheduled meeting on this 9th day of March 2020 by the following roll call vote: ()

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.


JEREMY 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. WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE ALL PUBLIC UTILITY EASEMENTS, ALL STREET RIGHTS-OF-WAY (DOWNS, WAYS, PLACES, LAMES, AND COURTS) AND ALL OTHER DESIGNATIONS AS SHOWN WITHIN THE EXTERIOR BOUNDARY OF THE LAND BEING DIVIDED.

DATED THIS _____ DAY OF _____, 20____.

OWNER: MODESTO MARLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ DATE _____
RANDY BLANK, MANAGER

OPPOSED: HS HOME NORTH BAY, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ DATE _____
CHRIS MERRY, DIVISION PRESIDENT

REDEVELOPER: HS HOME SACRAMENTO INC., A CALIFORNIA CORPORATION

BY: _____ DATE _____

NOTARY'S ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA)
) S.S.
COUNTY OF _____)

ON _____, 20____, BEFORE ME _____,

A NOTARY PUBLIC PERSONALLY APPEARED _____,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WRITTEN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES(ES) 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,
SIGNATURE: _____ PRINTED NAME _____
NOTARY PUBLIC IN AND FOR
SAY COUNTY AND STATE
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER OF NOTARY: _____

TID CERTIFICATE OF ACCEPTANCE:

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY COVERED BY THIS MAP TO THE JURISDICTION DISTRICT, A GOVERNMENTAL AGENCY, AND TO THE NAMED APPROVED DISTRICTS OF THE DISTRICT (IF ANY) ARE HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER ON BEHALF OF THE BOARD OF DIRECTORS OF THE JURISDICTION DISTRICT PURSUANT TO AUTHORITY CONFERRED BY JURISDICTION RULE 18, ADOPTED ON JANUARY 2, 1990 AND REVISED DECEMBER 18, 2008.

DATED THIS _____ DAY OF _____, 20____.

BY: _____
PHIL GONZA
CIVIL ENGINEER DEPARTMENT MANAGER
AS TO JURISDICTION TAX

BY: _____ DATE _____
MIKE KAHNEMAN
DEPUTY COLLECTOR, JURISDICTION DISTRICT

EUCLID SOUTH

BEING A SUBDIVISION OF PARCEL "A" AND PARCEL "B", AS SHOWN IN BOOK 31 OF PARCEL MAPS, PAGE 67, STANISLAUS COUNTY RECORDS, AND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 10, T. 4 S., R. 10 E., M. D. M., CITY OF HUGHSON, STANISLAUS COUNTY, CALIFORNIA

MAY, 2019

MID-VALLEY ENGINEERING
1117 "L" STREET
MODESTO, CALIFORNIA 95354
(208) 526-4214

NOTARY'S ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA)
) S.S.
COUNTY OF _____)

ON _____, 20____, BEFORE ME _____,

A NOTARY PUBLIC PERSONALLY APPEARED _____,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WRITTEN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES(ES) 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,
SIGNATURE: _____ PRINTED NAME _____
NOTARY PUBLIC IN AND FOR
SAY COUNTY AND STATE
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER OF NOTARY: _____

CLERK OF THE BOARD OF SUPERVISORS' CERTIFICATE:

THIS IS TO CERTIFY THAT THE CHAIRS 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, DUES AND AT THE TIME OF FILING THIS MAP, A LIEN AGAINST SAID PROPERTY OR ANY PART THEREOF.

☐ B. RECEIVED 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 _____, 20____.

ELIZABETH A. JONE
CLERK OF THE BOARD OF SUPERVISORS
STANISLAUS COUNTY, CALIFORNIA

BY: _____ DEPUTY: _____ PRINT NAME _____

NOTARY'S ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA)
) S.S.
COUNTY OF _____)

ON _____, 20____, BEFORE ME _____,

A NOTARY PUBLIC PERSONALLY APPEARED _____,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WRITTEN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES(ES) 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,
SIGNATURE: _____ PRINTED NAME _____
NOTARY PUBLIC IN AND FOR
SAY COUNTY AND STATE
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER OF NOTARY: _____

CITY CLERK'S STATEMENT:

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF HUGHSON HELD ON THE _____ DAY OF _____, 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS, ALL STREET RIGHTS-OF-WAY (DOWNS, WAYS, PLACES, LAMES, AND COURTS) AND ALL OTHER DESIGNATIONS AS SHOWN WITHIN THE EXTERIOR BOUNDARY OF THE LAND BEING DIVIDED.

DATED THIS _____ DAY OF _____, 20____.

BY: _____

ASHLEY GORE
CITY CLERK, CITY OF HUGHSON

AGRICULTURAL STATEMENT:

ALL PERSONS PURSUING LOTS WITHIN THE BOUNDARIES OF THIS APPROVED MAP SHOULD BE PREPARED TO ACCEPT THE INCONVENIENCE ASSOCIATED WITH AGRICULTURAL OPERATIONS, SUCH AS HOSE CREEPS, FLEES, DUST, OR FLAMES. THE CITY OF HUGHSON HAS DETERMINED THAT SUCH INCONVENIENCES SHALL NOT BE CONSIDERED A NUISANCE IF AGRICULTURAL OPERATIONS ARE CONSISTENT WITH ACCEPTED CUSTOMS AND STANDARDS.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYOR MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MODESTO MARLE, LLC IN MAY OF 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED REVISED MAP, IF ANY, AND THE MONUMENTS ARE OF THE CHARACTER AND IN THE LOCATIONS SHOWN HEREON AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED.

DATED THIS _____ DAY OF _____, 20____.

NOTARY ALLAN ROBERT OLSEN, P.L.S. 9088

**CITY SURVEYOR'S STATEMENT:**

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

DATED THIS _____ DAY OF _____, 20____.

PETER M. NEL, L.S. 9083

CITY SURVEYOR, CITY OF HUGHSON

CITY ENGINEER'S STATEMENT:

THIS IS TO STATE THAT I HAVE EXAMINED THE MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE REVISED MAP, AND ANY APPROVED ALTERNATIVE ORDINANCE, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE REVISED MAP HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 20____.

PETER M. NEL, L.S. 9083

CITY ENGINEER, CITY OF HUGHSON

PLANNING COMMISSION STATEMENT:

I HEREBY CERTIFY ON BEHALF OF THE PLANNING COMMISSION THAT THIS FINAL MAP CONFORMS TO THE REVISED MAP THAT WAS APPROVED BY THE CITY OF HUGHSON PLANNING COMMISSION AT THE REGULAR MEETING HELD ON _____ DAY OF _____, 20____.

DATED THIS _____ DAY OF _____, 20____.

BY: _____

ASHLEY GORE
SECRETARY, PLANNING COMMISSION

TAX COLLECTOR'S CERTIFICATE:

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

LAUREN RELEN, STANISLAUS COUNTY TAX COLLECTOR

DATED THIS _____ DAY OF _____, 20____.

BY: _____ DEPUTY: _____

PRINT NAME _____

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, STANISLAUS COUNTY RECORDS, AT THE REQUEST OF MODESTO MARLE, LLC.

INSTRUMENT NO. _____ FED. _____ PAGE _____

LEE LINDBERGH
COUNTY RECORDER
BY: _____ DEPUTY COUNTY RECORDER

SEE SHEET

**BEING A SUBDIVISION OF PARCEL "A"
AND PARCEL "B", AS SHOWN IN BOOK
31 OF PARCEL MAPS, PAGE 67,
STANISLAUS COUNTY RECORDS, AND
LYING WITHIN THE NORTHEAST
QUARTER OF SECTION 10, T. 4 S.,
R. 10 E., M. D. M., CITY OF
HUGHSON, STANISLAUS COUNTY,
CALIFORNIA**

MID-VALLEY ENGINEERING
1117 "L" STREET
MODESTO, CALIFORNIA 95354
(209) 526-4214



SCALE : 1" = 50'

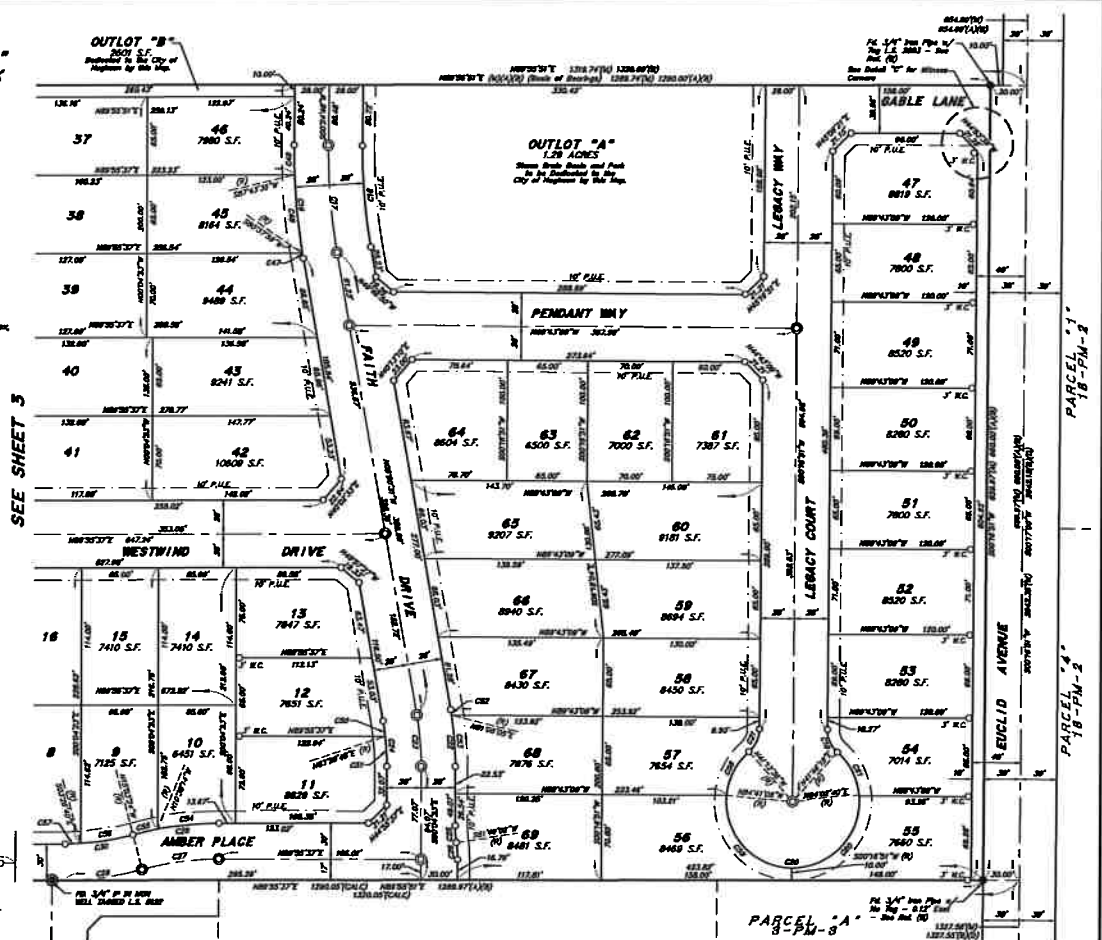
[illegible]

NOTE : See Sheet 2 for References, Sheet Index,
Book of Bearings, Legend and General Notes.
See this sheet for Curve Table.

CABLE LANE
10' P.U.E.
47
30'

DETAIL "C"
NO SCALE

W.C. DETAIL
NO SCALE



JOB NO. 06113 SHEET 4 OF 4 SHEETS

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-10

A RESOLUTION OF THE HUGHSON CITY COUNCIL APPROVING THE CITY OF HUGHSON-STANISLAUS COUNTY (GEER ROAD LANDFILL) BACKWASH WATER DISPOSAL AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH STANISLAUS COUNTY

WHEREAS, the City of Hughson owns and operates a Wastewater Treatment Facility at 6700 Leedom Road, Hughson, CA; and

WHEREAS, the City of Hughson has adequate capacity at the facility to receive additional wastewater; and

WHEREAS, Stanislaus County has a need for disposal of backwash water from the closed Geer Road Landfill's groundwater extraction and treatment system; and

WHEREAS, the City of Hughson has evaluated the makeup of the backwash water from the closed Geer Road Landfill's groundwater extraction and treatment system based on the water tests provided by Stanislaus County and determine that receipt of it at the Wastewater Treatment Facility would not disrupt its balance.

NOW THEREFORE, BE IT RESOLVED that the Hughson City Council approves the City of Hughson-Stanislaus County (Geer Road Landfill) Backwash Water Disposal Agreement and authorizes the City Manager to execute the agreement with Stanislaus County with the terms and conditions as specified in the said agreement.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular scheduled meeting held this 9th day of March 2020 by the following roll call votes:

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADOPTING A
RESIDENTIAL WATER DISCONTINUATION POLICY**

WHEREAS, the Governor of the State of California did approve Senate Bill No. 998 on September 28, 2018, whereby new rules were enacted for the discontinuation of residential water service, effective in early 2020; and

WHEREAS, among the requirements of SB 998, a public water system that supplies water to more than 200 service connections must establish a written policy on discontinuation of residential water service for nonpayment, which policy must be available in English, the languages listed in California Civil Code Section 1632, and which must be available on the supplier's Internet Web site; and

WHEREAS, the City of Hughson supplies water to more than 200 service connections and is subject to the provisions of SB 998; and

WHEREAS, the City of Hughson City Council desires to comply fully with the requirements of SB 998;

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Hughson adopts the Residential Water Discontinuation Policy ("***Policy***") attached hereto as Attachment 1 and directs the City Manager to implement the Policy immediately and cause the Policy to be placed on the City's Internet Web site in English and the languages listed in California Civil Code Section 1632.

PASSED AND ADOPTED, by the City Council of the City of Hughson at its regular meeting held on this 9th day of March, 2020 by the following roll call votes:

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

NOES: NONE.

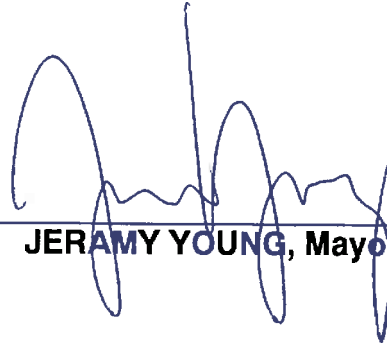
ABSTENTIONS: NONE.

ABSENT: NONE.

ATTEST:

A handwritten signature in blue ink, appearing to read "Ashton Gose", written over a horizontal line.

ASHTON GOSE, Deputy City Clerk

A handwritten signature in blue ink, appearing to read "Jeremy Young", written over a horizontal line.

JEREMY YOUNG, Mayor

Attachment 1

RESIDENTIAL WATER DISCONTINUATION POLICY

1. SCOPE AND PURPOSE OF POLICY: This Policy is applicable only to discontinuation of residential water service for non-payment. It does not apply to the discontinuation of residential water service due to an unauthorized action of a customer. It is intended to provide rules, in accordance with California law, to govern the discontinuation of residential water service for non-payment.

2. APPLICABLE LAW: Senate Bill 998, approved by the Governor September 28, 2018, and codified as Section 116900 et seq. of the California Health and Safety Code.

3. MANDATE: The City, as to the discontinuation of residential water service for non-payment, will abide by the mandates set forth in California Health and Safety Code Sections 116900-116926, as amended, and such other laws of the State of California as may be enacted.

4. PROCEDURES:

4.1 Billing - Delinquency.

4.1.1 Due Date. Water bills for service are due on or before the last business day of the month during which the bill is sent. "Business day" means any day other than a Saturday, Sunday, or legal holiday.

4.1.2 Determining Delinquency. A water bill that is not paid on or before the date it is due is considered delinquent. The water service may be shut off for any account delinquent for sixty (60) or more days in accordance with Section 4.2 below. Delinquency is measured from the date the bill is due.

4.2 Enforcement of Payment.

4.2.1 Notice of Impending Disconnection. If a customer's account remains unpaid 60 days after the date it was due, then:

(1) A written "*Notice of Delinquency and Impending Termination*" must be mailed to the customer, the service address and the owner of record. If the customer's address is not the address of the property to which service is provided, the written "*Notice of Delinquency and Impending Termination*" sent to the service address will be addressed to "*Occupant*". The written "*Notice of Delinquency and Impending Termination*" will specify the date of pending service termination, which must be no less than ten (10) days after the date on which the written "*Notice of Delinquency and Impending Termination*" is mailed. The "*Notice of Delinquency and Impending Termination*" must include the following:

- The customer's name and address.
- The amount of the delinquency.
- The date by which payment or arrangement for payment is required in order to avoid discontinuation of service.

- A description of the process to apply for an extension of time to pay the delinquent charges.
- A description of the procedure to petition for bill review and appeal.
- A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule.

(2) If the written notice is returned as undeliverable, then notice must be personally delivered to the service residence and left there in a conspicuous place if not delivered to the occupant.

(3) Water service will not be discontinued for customers for nonpayment if all the following conditions are met:

- The customer, or a tenant of the customer, submits a certification from his/her primary care provider that discontinuation of service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where service is provided.
- The customer demonstrates that he or she is financially unable to pay for service within the normal billing cycle. The customer will be deemed financially unable to pay for service within the normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level (the "**Financial Burden Threshold**").
- The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, according to Section 4.2.3 below.

4.2.2 Contesting, Appealing a Bill:

(1) A customer may contest any alleged error within a bill for service by contacting the City in writing at the following address: City of Hughson, PO Box 9, Hughson, CA 95326 within ten (10) days of the date the bill was issued. The customer must, in the writing contesting the bill, clearly highlight the alleged error and explain why the amount due is erroneous. Failure by a customer to contest a bill within ten (10) days of its issuance will be deemed acceptance of the bill by the customer, and waiver of the customer's rights to contest or appeal the bill. To avoid discontinuance of service, full payment of the undisputed portion of the bill must be submitted by its due date.

(2) If the customer contests a bill within ten (10) days of the bill's issuance, and is not satisfied with the City's response, the customer may appeal the City's decision to the City Manager within ten (10) days' of the date of the City's response. The appeal must be in writing and sent to the City at the following address: City of Hughson, PO Box 9, Hughson, CA 95326, Attn: City Manager. The written appeal must explain why the City's response to the customer's contest was inadequate and the remedy sought by the

customer. The City Manager will determine whether the customer's appeal has merit and render a decision. The City Manager's decision will be final.

(3) Water service for customers will not be discontinued while any appeal is pending.

4.2.3 Alternative Payment Plans:

(1) Plans: A customer whose account is delinquent may be offered one of the following alternative payment plans by the City; the City in its sole discretion may choose which of the plans is/are offered, which plan(s) the customer may undertake, and the terms of the plan(s) offered:

- Amortization Agreement: An agreement whereby the customer agrees to pay the unpaid account balance (as of the date of the agreement) in full-through equal monthly payments made over a period of time not to exceed twelve (12) months.
- Alternative Payment Schedule: A schedule whereby the customer agrees to pay the unpaid account balance (as of the date the schedule is created) in-full through payments made according to the schedule.
- Deferred or Reduced Payment Plan: A plan whereby: (i) a percentage of the unpaid account balance (as of the date of the plan) will be forgiven by the City upon receipt of the final payment under the plan, provided the customer pays a percentage of the unpaid account balance through equal monthly payments made over a period of time specified in the plan; or (ii) all or a portion of the late fees, interest, or penalties, or some combination thereof, accrued on the account are waived or reduced; or (iii) other deferred or reduced terms are offered.
- Temporary Deferral of Payment: A plan whereby payment in-full of the then-unpaid account balance is deferred, and the customer agrees to pay the unpaid account balance (as of the date the plan is created) in-full on or before a date specified in the plan.

(2) Telephone Number. Customers can inquire about alternative payment plans by calling the City at (209) 883-4054.

4.2.4 Discontinuation of Service During Alternative Payment Plan. If a customer does enter into one of the alternative payment plans with the City listed in Section 4.2.3 above, and that customer fails to comply with that agreed-upon plan, or if the customer (while undertaking an alternative payment plan) fails to pay his or her current residential service charges for sixty (60) days or more, a final written "*Notice of Intent to Disconnect Service*" will be posted in a prominent and conspicuous location at the property no less than five (5) days prior to disconnection, and thereafter service will be disconnected if the account is not brought current by payment in-full of all past, current and future amounts due under the agreed-upon plan, along with all fees, charges, and penalties on the account not covered by the terms of the agreed-upon plan.

4.2.5 Landlord-Tenant Relationships. Tenants occupying a residence whose

water service is subject to discontinuation due to the failure of the dwelling owner to keep the account current will be notified by written notice of any impending disconnection at least ten (10) days prior to service termination, and will have the option to become directly billed for City water services, without being required to pay any amount which may be due on the delinquent account.

4.2.6 Service Discontinuance – Service Charges. When water service is discontinued for non-payment, the residence's water meter will be placed in the locked-off position. Thereafter, service charges listed in the City's then-current Master Fee Schedule shall apply. After a sixty (60) day delinquent period, if the delinquent bill is not paid, the property to which service is disconnected may be subject to a property lien which will be filed with the County Recorder's Office and the meter may be removed. The customer or property owner continues to be responsible for the minimum monthly service charges and without limitation any surcharges, penalties and interest accruing to the service connection up to and after the time when the meter is turned off. When the meter is removed, the customer or property owner also continues to be responsible for the minimum monthly service charges and all surcharges, penalties and interest accruing to the service connection up to and after the time the meter is removed.

4.2.7 Interest and Penalties. A delinquent account shall continue to accrue interest from the delinquent date at the rate of 1.5% per month, or the maximum rate then-allowed by law (whichever is less), until the past due amount, plus interest and penalties, is paid in full.

4.2.8 Reinstatement of Services. In situations where water service has been terminated or the meter has been removed, either or both for non-payment, the City will provide the customer with information on how to restore residential service. In such situations, water service will not be resumed and the water meter will not be re-installed until all applicable charges have been paid including (without limitation) all outstanding water bills, meter installation fees, customer activation fee, and any costs of or damage to the City; however, notwithstanding the foregoing to the contrary, for customers who meet the Financial Burden Threshold: (i) the fee for reconnection of service during normal operating hours will not exceed \$50, and \$150 for reconnection of service nonoperational hours, both subject to adjustment as provided by California law; and (ii) interest charges on delinquent bills will be waived once every twelve (12) month period.

4.3 Reporting. The City will report the number of annual discontinuations of residential water service for inability to pay on its Internet Web site, and as otherwise required by law (including, without limitation, any report required to be submitted to the California State Water Resources Control Board).

4.4 Notices. All written notices submitted to a customer must be in English and the languages listed in Section 1632 of the California Civil Code.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
ACCEPTING THE 2019 ANNUAL GENERAL PLAN REPORT AND THE 2019
HOUSING ELEMENT PROGRESS REPORT**

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

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

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

WHEREAS, the Hughson Planning Commission has reviewed the 2019 Annual Report on the Hughson General Plan and the 2019 Annual Housing Element Progress Report.

NOW THEREFORE BE IT RESOLVED that the Hughson City Council does hereby accept the 2019 Annual Report on the Hughson General Plan and the 2019 Annual Housing Element Progress Report.

PASSED AND ADOPTED by the Hughson City Council at a regular meeting thereof held on March 23, 2020, by the following vote: (5-0-0-0)

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

NOES: NONE.

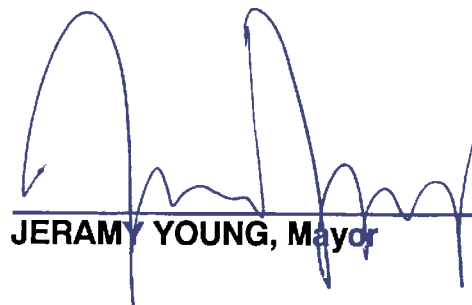
ABSTENTION: NONE.

ABSENT: NONE.

ATTEST:



ASHTON GOSE, Deputy City Clerk


JEREMY YOUNG, Mayor

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-13

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
THE 2020 SENATE BILL 1, ROAD REPAIR AND ACCOUNTABILITY ACT, LOCAL
STREETS AND ROADS ANNUAL REPORTING PROGRAM PROJECT LIST**

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

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

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

WHEREAS, the City of Hughson is expected to receive an estimated \$128,000 in RMRA funding in Fiscal Year 2020-2021 from SB 1; and

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE IT IS HEREBY RESOLVED that the City Council of the City of Hughson does hereby approve the 2020 Senate Bill 1, Road Repair and Accountability Act, Local Streets and Roads Annual Reporting Program Project List, attached hereto as Exhibit “A”, which includes a carryover project from the 2019 Senate Bill 1 list.

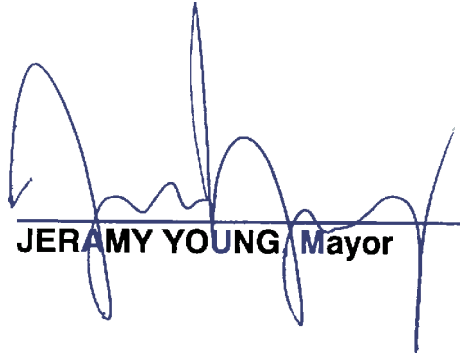
PASSED AND ADOPTED at a regular meeting of the City Council of the City of
Hughson on this 23rd day of March 2020, by the following vote: (5-0-0-0)

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



JEREMY YOUNG Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

EXHIBIT "A"

**2020 Senate Bill 1, Road Repair and Accountability Act, Local Streets and Roads
Annual Reporting Program Project List**

| PROJECT | From | To | Type | Year |
|--|-----------------|----------------|-------------|-----------|
| Santa Fe Avenue Overlay (Phase 2) | Whitmore Avenue | 7th Street | Maintenance | 2020 |
| Locus Street Improvement Engineering | Tully Avenue | Mariposa Drive | Maintenance | 2020 |
| Carryover List | | | | |
| Whitmore Avenue Pedestrian Improvement Project | E of Tully Road | Charles Street | Maintenance | 2020/2021 |

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
APPROVING THE MID YEAR ADJUSTMENTS TO THE OPERATING BUDGET FOR
FISCAL YEAR 2019-2020**

WHEREAS, on September 23, 2019, the City Council approved the operating budget, adopting Resolution No. 2019-36; and

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

WHEREAS, after conducting an extensive review and analysis of the entire operating budget, City staff recommends budget adjustments and fund transfers that increase the estimated revenue by \$578,668 and increase estimated expense by \$263,073 as shown in "Exhibit A"; and

THEREFORE, BE IT RESOLVED, that the City Council of the City of Hughson hereby adopts Resolution No. 2020-14, approving the budget adjustments and fund transfers as shown in "Exhibit A" to increase the budget adopted by Resolution No. 2019-36 by \$254,495 to \$15,605,979;

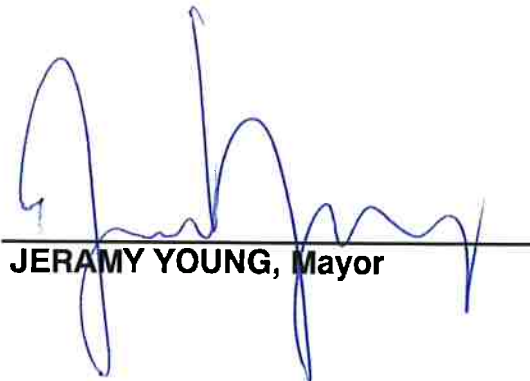
PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 23rd day of March 2020 by the following roll call votes: (5-0-0-0)

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

Exhibit A

MID YEAR BUDGET ADJUSTMENTS **FISCAL YEAR 2019-2020**



HUGHSON

| | | 2019-2020 FINAL | 2019-2020 MID YEAR | RECOMMENDED ADJUSTMENT |
|---|-----------------------------------|--------------------|-----------------------|---------------------------|
| Fund: 100 - GENERAL FUND | | | | |
| Revenue | | | | |
| 100-1040-43020 | PERMITS-BUILDING | \$ 27,000 | \$ 75,342 | \$ 48,342 |
| 100-1040-43030 | PERMITS-ENCROACHMENT | \$ 1,500 | \$ 1,500 | \$ - |
| 100-1040-43050 | PERMIT-OTHER | \$ 4,500 | \$ 12,162 | \$ 7,662 |
| 100-1040-44030 | FEES-PLAN CHECK | \$ 7,450 | \$ 18,007 | \$ 11,638 |
| 100-1040-44310 | VIOLATION-ADMINISTRATIVE | \$ 1,740 | \$ 2,000 | \$ 260 |
| 100-1040-44320 | VIOLATION-BUILDING CODE | \$ 30 | \$ 30 | \$ - |
| 100-1040-44410 | PLANNING REVENUE | \$ 1,097 | \$ 10,249 | \$ 9,152 |
| 100-9999-40050 | TAX-VLF IN LIEU | \$ 706,840 | \$ 688,240 | \$ (18,600) |
| 100-9999-41010 | TAX-SALES | \$ 1,000,000 | \$ 993,000 | \$ (7,000) |
| 100-9999-42020 | FRANCHISE-GARBAGE | \$ 51,500 | \$ 56,500 | \$ 5,000 |
| 100-9999-46090 | REFUND | \$ 9,400 | \$ 40,350 | \$ 30,950 |
| 100-9999-46110 | SUNDRY REVENUES | \$ 500 | \$ 1,270 | \$ 770 |
| 100-9999-46120 | MISCELLANEOUS REVENUE | \$ 3,400 | \$ 14,400 | \$ 11,000 |
| 100-9999-49010 | TRANSFER IN | \$ 205,560 | \$ 195,092 | \$ (10,468) |
| REVENUE | | | | \$ 88,706 |
| Expense | | | | |
| 100-1060-62010 | MAINTENANCE BUILDINGS AND GROUNDS | \$ 3,500 | \$ 6,500 | \$ 3,000 |
| 100-1065-60080 | UTILITIES | \$ 20,000 | \$ 42,000 | \$ 22,000 |
| 100-9999-66000 | TRANSFER OUT | \$ 7,500 | \$ 34,482 | \$ 26,982 |
| EXPENSE | | | | \$ 51,982 |
| NET ADJUSTMENT FUND 100-GENERAL FUND | | | | \$ 36,724 |
| Fund: 210 - SEWER OPERATIONS | | | | |
| Expense | | | | |
| 210-2110-62030 | MAINTENANCE OF EQUIPMENT | \$ 12,000 | \$ 30,500 | \$ 18,500 |
| 210-2120-60040 | DUES AND PUBLICATIONS | \$ 19,000 | \$ 20,500 | \$ 1,500 |
| EXPENSE | | | | \$ 20,000 |
| NET ADJUSTMENT FUND 210 SEWER OPERATIONS | | | | \$ 20,000 |

| | | 2019-2020 FINAL | 2019-2020 MID YEAR | RECOMMENDED ADJUSTMENT |
|---|---|--------------------|-----------------------|---------------------------|
| Fund: 220 - SEWER DEV IMPACT FEE | | | | |
| Revenue | | | | |
| 220-7000-44910 | DEVELOPMENT IMPACT FEES | \$ 85,500 | \$ 241,599 | \$ 156,099 |
| Fund: 240 - Water Operations | | | | |
| Revenue | | | | |
| 240-2410-45144 | WATER REVENUE CONSTRUCTION | \$ 1,016 | \$ 1,615 | \$ 599 |
| Fund: 250 - WATER DEV IMPACT FEE | | | | |
| Revenue | | | | |
| 250-7000-44910 | DEVELOPMENT IMPACT FEES | \$ 31,000 | \$ 92,837 | \$ 61,837 |
| | | | | \$ - |
| Fund: 310 - GARBAGE | | | | |
| Revenue | | | | |
| 310-3110-45010 | GARBAGE SERVICE REVENUE | \$ 544,755 | \$ 551,000 | \$ 6,245 |
| 310-3110-46040 | INTEREST EARNED | \$ 420 | \$ 230 | \$ (190) |
| | REVENUE | | | \$ 6,055 |
| Expense | | | | \$ - |
| 310-3110-61010 | PROFESSIONAL SERVICES | \$ 501,175 | \$ 506,920 | \$ 5,745 |
| 310-3110-61030 | FRANCHISE FEE | \$ 43,770 | \$ 44,080 | \$ 310 |
| | EXPENSE | | | \$ 6,055 |
| NET ADJUSTMENT FUND 310 | | | | \$ - |
| Fund: 325 - MEASURE L SALES TAX - ROADS | | | | |
| Expense | | | | |
| 325-8000-80060 | SANTA FE OVERLAY (Phase II) | | \$ (59,420) | \$ (59,420) |
| 325-8000-80070 | EUCLID AVE OVERLAY | \$ - | \$ 60,635 | \$ 60,635 |
| | EXPENSE | | | \$ 1,215 |
| Fund: 326 - SB1-ROADS MAINTENANCE REHABILITATION | | | | |
| Expense | | | | |
| 325-8000-80015 | STREET OVERLAY-MISC (Locust Street Overlay) | \$ - | \$ 36,554 | \$ 36,554 |
| 326-8000-80060 | SANTA FE OVERLAY (Phase II) | \$ - | \$ 147,267 | \$ 147,267 |
| | EXPENSE | | | \$ 183,821 |
| Fund: 370 - COMMUNIT ENHANCEMENT DEV IMPACT FEE | | | | |
| Revenue | | | | |
| 370-7000-44910 | DEVELOPMENT IMPACT FEES | \$ 8,100 | \$ 22,176 | \$ 14,076 |

| | | 2019-2020 FINAL | 2019-2020 MID YEAR | RECOMMENDED ADJUSTMENT |
|---|-----------------------------|--------------------|-----------------------|---------------------------|
| Fund: 383 - VEHICLE ABATEMENT | | | | |
| Revenue | | | | |
| 383-3830-47040 | ABANDONED VEHICLE ABATEMENT | \$ 7,500 | \$ 17,500 | \$ 10,000 |
| Fund: 450 - STORM DRAIN DEV IMPACT FEE | | | | |
| Revenue | | | | |
| 450-7000-44910 | DEVELOPMENT IMPACT FEES | \$ 25,000 | \$ 67,276 | \$ 42,276 |
| Fund: 451 - PUBLIC FACILITY DEV IMPACT FEE | | | | |
| Revenue | | | | |
| 451-7000-44910 | DEVELOPMENT IMPACT FEES | \$ 25,000 | \$ 82,130 | \$ 57,130 |
| Fund: 452 - PUBLIC FACILITY STREETS DEV IMPACT FEE | | | | |
| Revenue | | | | |
| 452-8000-44910 | DEVELOPMENT IMPACT FEES | \$ 35,000 | \$ 111,694 | \$ 76,694 |
| Fund: 453 - PARK DEV IMPACT FEE | | | | |
| Revenue | | | | |
| 453-7000-44910 | DEVELOPMENT IMPACT FEES | \$ 21,350 | \$ 58,674 | \$ 37,324 |
| Fund: 454 - PARKLAND IN LIEU | | | | |
| Revenue | | | | |
| 454-7000-44910 | DEVELOPMENT IMPACT FEES | \$ 15,930 | \$ 43,802 | \$ 27,872 |

**2019-2020
FINAL**

**MID YEAR BUDGET NET ADJUSTMENTS
FUND SUMMARY**

| | ADJUSTMENTS |
|--|--------------------|
| Fund: 100 - GENERAL FUND | \$ 36,724 |
| Fund: 210 - SEWER | \$ (20,000) |
| Fund: 220 - SEWER DEV IMPACT FEE | \$ 156,099 |
| Fund: 240 - WATER OPERATIONS | \$ 599 |
| Fund: 250 - WATER DEV IMPACT FEE | \$ 61,837 |
| Fund: 310 - GARBAGE | \$ - |
| Fund: 325 - MEASURE L SALES TAX - ROADS | \$ (1,215) |
| Fund: 326 - SB 1 ROAD MAINTENANCE AND REHAB | \$ (183,821) |
| Fund: 370 - COMMUNITY ENHANCEMENT DEV IMPACT FEE | \$ 14,076 |
| Fund: 383 - VEHICLE ABATEMENT | \$ 10,000 |
| Fund: 450 - STORM DRAIN DEV IMPACT FEE | \$ 42,276 |
| Fund: 451 - PUBLIC FACILITY DEV IMPACT FEE | \$ 57,130 |
| Fund: 452 - PUBLIC FACILITY STREETS DEV IMPACT FEE | \$ 76,694 |
| Fund: 453 - PARK DEV IMPACT FEE | \$ 37,324 |
| Fund: 454 - PARKLAND IN LIEU | \$ 27,872 |

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
RATIFYING THE PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
CORONAVIRUS/COVID-19**

WHEREAS, California Government Code section 8630 and Hughson Municipal Code section 2.20.080 authorize the Director of Emergency Services for the City of Hughson to proclaim the existence of a local emergency when the City is affected or likely to be affected by conditions of extreme peril to the safety of persons and property within the City; and

WHEREAS, Government Code section 8558(c) defines a local emergency as "the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as . . . epidemic . . . which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat."; and

WHEREAS, Section 2.20.070 of the Hughson Municipal Code designates the City Manager as the Director of Emergency Services; and

WHEREAS, Based on the recent developments, including the 3 confirmed cases of Coronavirus at the time (now 5 as of this writing) and the activation level of the Stanislaus County Emergency Operation Center to Level 1 (highest), the City Manager, under his authority as the Director of Emergency Services, on March 17, 2020, issued a proclamation of a local emergency in the City of Hughson, effective immediately, in accordance with the California Emergency Services Act and the Hughson Municipal Code in response to the COVID-19 pandemic.

THEREFORE, BE IT RESOLVED, that the City Council of the City of Hughson hereby adopts this Resolution ratifying the proclamation of existence of a local emergency Coronavirus/COVID-19.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 23rd day of March 2020 by the following roll call votes: (5-0-0-0)

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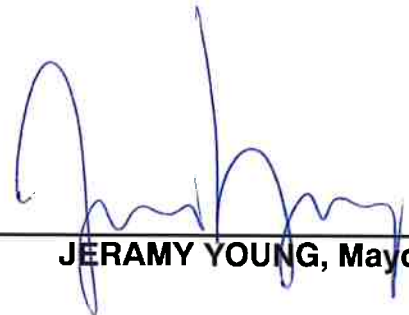
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AYES: MAYOR YOUNG, BAWANAN, HILL, BUCK, CARR

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.


JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL
ELECTION ON TUESDAY, NOVEMBER 3, 2020, FOR THE ELECTION OF CERTAIN
OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE
OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND REQUESTING
CONSOLIDATION OF THIS ELECTION WITH STANISLAUS COUNTY**

WHEREAS, Under the provisions of the laws relating to General Law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 3, 2020, for the Election of Municipal Officers; and

WHEREAS, the California Statewide General Election will be held on Tuesday, November 3, 2020; and

WHEREAS, in accordance with section 10403 of the California Elections Code, it is desirable that the Election of Municipal Officers be consolidated with the California Statewide General Election and held on the same date and that within the City the precincts, polling places, and election officers of the two elections be the same, and that the County Election Department canvas the returns of the Election of Municipal Officers and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby declare, determine, and order as follows:

1. That pursuant to the requirements of the laws of the State of California relating to General Law cities, there is called and ordered to be held in the City of Hughson, Stanislaus County, California, on Tuesday, November 3, 2020, a General Municipal Election for the following purpose of:
 - a. Electing a Mayor for a term of two (2) years and electing two (2) Council members each for a term of four (4) years; and
2. That pursuant to the requirements of section 10403 of the California Elections Code, the Board of Supervisors of the County of Stanislaus is hereby requested to consent and agree to the consolidation of an Election of Municipal Officers with the Statewide General Election on Tuesday, November 3, 2020, for the purpose of electing the Mayor of the City of Hughson for a term of two (2) years and electing two (2) Council members each for a term of four (4) years; and,
3. That pursuant to section 10002 of the California Elections Code the Board of Supervisors of the County of Stanislaus is requested to issue instructions to the

County Election Official to take any and all steps necessary for the holding of the consolidated election; and

4. Pursuant to section 14018 of the Elections Code that the consolidated election shall be held and conducted, election boards appointed, voting precincts designated, candidates nominated, ballots printed, polls opened and closed, voter challenges determined, ballots counted and returned, returns canvassed, results declared, certificates of election issued, recounts conducted, election contests presented, and all other proceedings incidental to and connected with the election shall be regulated and done in accordance with the provisions of law regulating the statewide election; and
5. That the City of Hughson recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for such costs; and,
6. That the polls for the election shall open at seven o'clock am (7:00 a.m.) of the day of the election and shall remain open continuously from that time until eight o'clock pm (8:00 p.m.), except as provided in §14401 of the Elections Code of the State of California; and,
7. Pursuant to §13307(c) of the Elections Code of the State of California, candidates shall be required to pay, in advance, for the pro rata cost of printing the candidate statement in the voter pamphlet; and,
8. Candidate statements will be limited to no more than 200 words; and,
9. A \$750.00 deposit shall be required at the time of filing of the nomination paper of those candidates who wish to submit a statement for printing in the voter pamphlet; and,
10. The amount of the deposit is based upon an estimated cost and candidates will be required to pay the actual cost of printing, and the City Clerk is directed to bill candidates for additional actual expenses or refund any excess amount paid depending upon the actual cost of printing of the candidate statement in the voter pamphlet; and,
11. That in all particulars not recited in this Resolution, the Election shall be held and conducted as provided by law for holding Municipal Elections; and,
12. That Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law; and,

13. That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County Election Division of the County of Stanislaus.

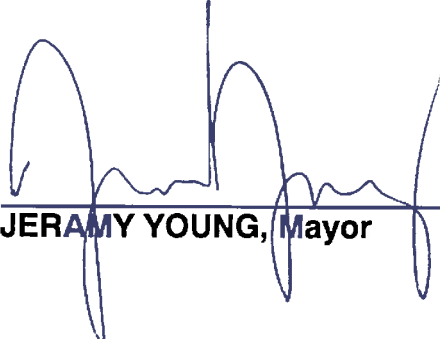
PASSED AND ADOPTED by the City Council of the City of Hughson at a regular meeting held on this 27th day of April 2020, by the following roll call vote:

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



JEREMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON REVIEWING
AND AMENDING THE CITY OF HUGHSON CONFLICT OF INTEREST CODE**

WHEREAS, the Hughson City Council adopted a Conflict of Interest Code pursuant to the Political Reform Act of 1974, Government Code Section 81000, et seq; and,

WHEREAS, the Hughson City Council last amended the Conflict of Interest Code on May 29, 2018, by adopting Resolution 2018-21; and,

WHEREAS, pursuant to Government Code Section 87306.5, each local government agency must review its Conflict of Interest Code on a biennial basis and either amend the code or report that the Code is not in need of amendment; and

WHEREAS, the City Council desires to amend the Conflict of Interest Code to, among other reasons, update Appendix "A" to remove, change, and include the current designated positions; and

WHEREAS, the City of Hughson will continue to incorporate by reference Title 2, California Administrative Code Section 18730 and amendments to it, adopted by the Fair Political Practices Commission (FPPC), which will save time and money by minimizing the actions required of the Council to keep its code in conformity with the Reform Act.

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

1. The City of Hughson hereby adopted the City of Hughson Conflict of Interest Code attached hereto as Exhibit A.
2. Persons holding designated positions shall file Statements of Economic Interest, Form 700, pursuant to the Code with the Deputy City Clerk, who shall be deemed the Filing Officer and who shall make the statements available to the public for inspection and reproduction.

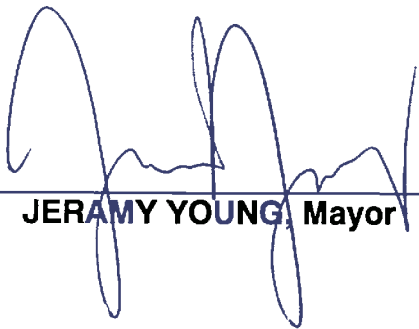
PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 27th day of April 2020 by the following roll call votes:

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.


A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

JERAMY YOUNG, Mayor

ATTEST:


A handwritten signature in blue ink, appearing to read 'Ashton Gose', positioned above a horizontal line.

ASHTON GOSE, Deputy City Clerk

EXHIBIT "A"

CONFLICT OF INTEREST CODE FOR THE CITY OF HUGHSON

The Political Reform Act, Government Code section 81000, et seq., requires each state and local government agency to adopt and promulgate a conflict of interest code. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs., Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs., Section 18730, and any amendments to it duly adopted by the Fair Political Practices commission, hereby incorporated by this reference, and the following attached Appendix shall constitute the Conflict of Interest Code of the City of Hughson:

Appendix A "Designated Positions Requiring Disclosure,"

Appendix B "Disclosure Categories for Designated Positions,"

Appendix C "Place of Filing."

Designated positions shall file statements of economic interests with the agency. Upon receipt of the statements of the various designated members and employees, the designated agency shall make and retain a copy and forward the original of these statements to the place of filing.

APPENDIX "A"

CITY OF HUGHSON CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS REQUIRING DISCLOSURE

| <u>Positions Designated to Report</u> | <u>Disclosure Category</u> |
|---------------------------------------|----------------------------|
|---------------------------------------|----------------------------|

Department

ADMINISTRATION

| | |
|--|--------------|
| City Clerk | 2 |
| City Clerk/Assistant to the City Manager | 2 |
| Management Analyst/ Deputy City Clerk | 2 |
| Director of Administration | 2 |

BOARDS/COMMISSIONS/COMMITTEES

| | |
|--|---|
| Administrative Appeals Board | 1 |
| Budget and Finance and Audit Subcommittee Members | 1 |
| Parks, Recreation and Entertainment Commissioners | 1 |
| Successor Agency to the RDA Committee Members | 1 |

COMMUNITY DEVELOPMENT DEPARTMENT

| | |
|-----------------------------------|---|
| Director of Community Development | 1 |
|-----------------------------------|---|

CITY ATTORNEY'S OFFICE

| | |
|----------------------|---|
| City Attorney | 1 |
| Deputy City Attorney | 1 |

FINANCE DEPARTMENT

| | |
|---|---|
| Director of Finance & Administrative Services | 1 |
| Accounting Manager | 4 |

PUBLIC WORKS

| | |
|---|--------------|
| Director of Parks and Recreation | 1 |
| Parks and Recreation Manager | 4 |
| City Engineer | 1 |
| Public Works Superintendent | 4 |
| Utilities Superintendent | 4 |

**** Consultants and Contractual Consultants ****

This disclosure category reads:

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The City Manager may determine in writing that a particular consultant, although a "designated positions." is hired to perform a range of duties that are limited in scope and thus is not required to comply with the disclosure requirements described in these categories. Such determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager shall forward a copy of this determination to the City Council. Nothing herein excuses any such consultant from any other provision of the Conflict of Interest Code.

APPENDIX B
CITY OF HUGHSON
CONFLICT OF INTEREST CODE

DISCLOSURE CATEGORIES FOR DESIGNATED POSITIONS

DEFINITION

"Unit" as used in this text means the department, board, committee, commission, office or other entity using the disclosure category.

DISCLOSURE CATEGORY

1. All investments and business positions in business, entities, sources of income and interests in real property.
2. Investments and business positions in business entities, and all sources of income.
3. Interests in real property.
4. Investments and business positions in business entities, and sources of income from "entities providing bids, supplies, services, vehicles, equipment or machinery, or engaged in construction, development, acquisition or sale of real property, or public works or other City-related projects, of the type used by the designated employee's unit."

APPENDIX C
CITY OF HUGHSON
CONFLICT OF INTEREST CODE

PLACE OF FILING

PART I – DESIGNATED EMPLOYEES

Each employee filing a Form 700 – Annual Statement of Economic Interests shall file it with the City Clerk.

Where: Deputy City Clerk
City of Hughson
7018 Pine Street
Hughson, CA 95326

PART II – BOARDS, COMMITTEES AND COMMISSIONS

The City of Hughson Deputy City Clerk shall furnish to each designated member, upon their appointment and termination, a Form 700 – Annual Statement of Economic Interest and each completed form shall be filed with the Deputy City Clerk.

Where: Deputy City Clerk
City of Hughson
7018 Pine Street
Hughson, CA 95326

PART III – OFFICIALS LISTED IN GOVERNMENT CODE SECTION 87200

The City of Hughson Deputy City Clerk shall furnish the following public officials, upon their appointment and termination, a Form 700 – Annual Statement of Economic Interests: City Council Members, Mayor, Planning Commissioners, City Manager, City Attorney, City Treasurer, and/or Finance Director. The Clerk will retain a copy and originals will be forwarded to the FPPC.

Where: Deputy City Clerk
City of Hughson
7018 Pine Street
Hughson, CA 95326

These statements will be forwarded to the Fair Political Practices Commission (FPPC), 428 J. Street, Suite 620, Sacramento, CA 95814.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION 2020-18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
SUPPORTING THE APPROVAL OF THE FISCALS YEAR 2020-2025
CONSOLIDATED PLAN (CON PLAN), FISCAL YEAR 2020-2021 ANNUAL
ACTION PLAN (AAP), AND FISCAL YEARS 2020-2025 ANALYSIS OF
IMPEDIMENTS TO FAIR HOUSING CHOICE (AI)**

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

WHEREAS, the Urban County worked together to develop the Fiscal Years 2020-2025 Consolidated Plan, Fiscal Year 2020-2021 Annual Action Plan, and Fiscal Years 2020-2025 Analysis of Impediments to Fair Housing Choice; and

WHEREAS, the Fiscal Years 2020-2025 Consolidated Plan, Fiscal Year 2020-2021 Annual Action Plan, and Fiscal Years 2020-2025 Analysis of Impediments to Fair Housing Choice was made available to the public as an opportunity to review and provide comments starting on April 11, 2020 and ending on May 12, 2020, prior to the public hearing which will be held by the Stanislaus County Board of Supervisors on May 21, 2020 to consider their adoption;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hughson hereby supports the approval of the Fiscal Years 2020-2025 Consolidated Plan, Fiscal Year 2020-2021 Annual Action Plan, and Fiscal Years 2020-2025 Analysis of Impediments to Fair Housing Choice.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 27th day of April 2020, by the following vote:

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

NOES: NONE.

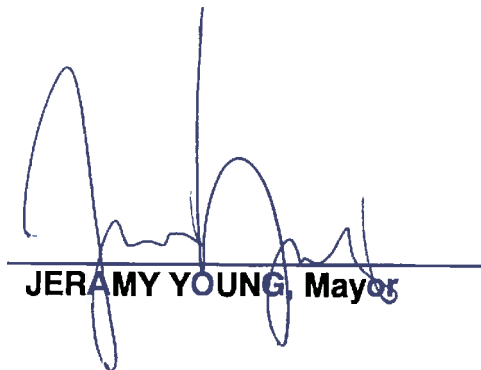
ABSTENTIONS: NONE.

ABSENT: NONE.

ATTEST:



ASHTON GOSE, Deputy City Clerk


JEREMY YOUNG, Mayor

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
APPROVING THE “DESIGNATION OF APPLICANT’S RESOLUTION FOR NON
STATE AGENCIES” DESIGNATING AGENTS AUTHORIZED TO EXECUTE
APPLICATIONS FOR AND ON BEHALF OF THE CITY OF HUGHSON FOR
FINANCIAL ASSISTANCE FROM THE FEDERAL MANAGEMENT AGENCY
AND THE CALIFORNIA GOVERNOR’S OFFICE OF EMERGENCY SERVICES
FOR RECOVERING COSTS ASSOCIATED WITH DECLARED EMERGENCIES**

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 93-288) provides the authority for the federal government to respond to declared disasters and emergencies in order to provide assistance to save lives and to protect public health, safety, property and the environment; and

WHEREAS, Public Law 93-288 authorizes the President of the United States to make contributions to state and local governments to help repair or reconstruct public facilities, to pay for emergency response and to provide grants for the development of plans and programs for disaster preparedness; and

WHEREAS, in order to receive state or federal disaster relief funds, the City Council must designate authorized agent(s) for the City of Hughson’s applications for cost recovery assistance, by approving the “Designation of Applicant’s Agent Resolution for Non-State Agencies” (Cal OES 130), and filing it with the California Governor’s Office of Emergency Services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby declare, determine, and order as follows:

1. The City Manager, Director of Finance and Administrative Services, and the Finance Manager, are each hereby authorized, acting alone or together, to execute for and on behalf of the City of Hughson, a public entity established under the laws of the State of California, applications for the purpose of obtaining certain federal financial assistance under Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act, and to file same, along with Cal OES Form 130 attached hereto as Exhibit A, with the California Governor’s Office of Emergency Services; and,
2. The City of Hughson, a public entity established under the laws of the State of California, hereby authorizes its agents specified in Section 1 to provide all required assurances and agreements to the California Governor’s Office of Emergency Services for all matters pertaining to state disaster assistance; and,

3. That the City Clerk is hereby directed to file a certified copy of this Resolution, including Exhibit A, with the California Governor's Office of Emergency Services.

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

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUGHSON
(Governing Body) (Name of Applicant)

THAT City Manager, OR
(Title of Authorized Agent)
Director of Finance and Admin Service, OR
(Title of Authorized Agent)
Finance Manager
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Hughson, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Hughson, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- ☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 27th day of April, 2020

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

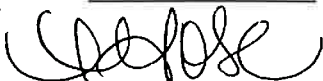
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Ashton Gose, duly appointed and Deputy City Clerk of
(Name) (Title)
City of Hughson, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the City Council of the City of Hughson
(Governing Body) (Name of Applicant)

on the 27th day of April, 2020.



(Signature)

Deputy City Clerk

(Title)

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
THE PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS FOR
BUILDING PLAN REVIEW AND INSPECTION SERVICES**

WHEREAS, on December 23, 2019 the City of Hughson released a Request for Statement of Qualifications for plan check and building inspection services; and

WHEREAS, the response period closed on January 22, 2020 and the City received 10 proposals from various firms throughout the State; and

WHEREAS, on February 18, 2020 City staff interviewed five firms that met the City's minimum requested qualifications; and

WHEREAS, CSG Consultants was the most qualified candidate, and chosen by staff to provide building plan check and inspection services for one year with the option to terminate by either party; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby approve the Professional Services Agreement with CSG Consultants for Building Plan Check Review and Building Inspection Services attached hereto as Attachment "A" and authorize the City Manager or his/her designee to sign the agreement.

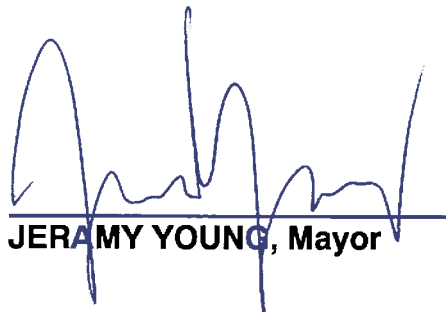
PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 27th day of April 2020 by the following roll call vote:

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.


JEREMY YOUNG, Mayor

ATTEST:


ASHTON GOSE, Deputy City Clerk

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

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

RECITALS

WHEREAS, the City has determined that it requires the professional services of a consultant to provide contract plan review and building inspection services and to act as an extension of the City of Hughson staff, to assist with the delivery of municipal services for residents, businesses, governmental agencies and other uses within and around the City of Hughson.

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

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

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

1. **DEFINITIONS**

1.1. "Scope of Services" means the professional services as are generally set forth in Consultant's January 22, 2020 proposal to City attached hereto as Exhibit A.

1.2. "Approved Fee Schedule" means the compensation rates as are set forth in Section 5 "Cost Proposal" of Consultant's February 18, 2020 Fee Schedule & Basis of Charges attached hereto as Exhibit B.

1.3. "Commencement Date" means start date.

1.4. "Expiration Date" means the date the contract is expired.

2. **TERM**

The term of this Agreement shall commence at 12:00 a.m. on July 1, 2020 and shall expire at 11:59 p.m. on June 30, 2021 unless extended by written agreement of the parties or terminated earlier in accordance with Section 14 ("Termination") below.

3. CONSULTANT'S SERVICES

3.1. Consultant shall perform the services identified in the Scope of Services submitted on January 22, 2020. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sums specified by each Task Order unless specifically approved in advance and in writing by City.

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

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

4. COMPENSATION

4.1. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule, attached as Exhibit B.

4.2. Consultant shall submit to City an invoice for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty days (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall

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

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

5. OWNERSHIP OF WRITTEN PRODUCTS

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

6. RELATIONSHIP OF PARTIES

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

7. CONFIDENTIALITY

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

8. INDEMNIFICATION

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

expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

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

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

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

9. INSURANCE

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

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

injury, underground hazard, and explosion and collapse hazard where applicable.

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

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

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

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

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

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

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

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

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

cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

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

10. MUTUAL COOPERATION

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

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

11. RECORDS AND INSPECTIONS

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

12. NOTICES

12.1. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if

delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

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

With courtesy copy to:

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

Consultant:

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

13. SURVIVING COVENANTS

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

14. TERMINATION

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

materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

14.13. If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Stanislaus, State of California. Consultant hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

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

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

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

"City"

City of Hughson

By: 

Raul L. Mendez, City Manager

Date: 5-2-2020

"Consultant"

CSG Consultants

By: 

Cyrus Kianpour, President, CSG Consultants, Inc.

Date: 4-27-20

Attest:

By: 

Ashton Gose, Deputy City Clerk

Date: 5/4/2020

Approved as to form:

By: 

Daniel J. Schroeder, City Attorney

Date: 5/4/2020

EXHIBIT A SCOPE OF WORK

Building Plan Review

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

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

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

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

Building Inspection

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

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

EXHIBIT B
APPROVED FEE SCHEDULE

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

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

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
APPROVING THE MEASURE L MASTER FUNDING AGREEMENT WITH THE
STANISLAUS COUNCIL OF GOVERNMENTS (FISCAL YEARS 2020-2025)**

WHEREAS, the Stanislaus Council of Governments (StanCOG) is a Regional Transportation Planning Agency and a Metropolitan Planning Organization (MPO), pursuant to State and Federal designation; and

WHEREAS, StanCOG is the Local Transportation Authority ("Authority") as designated by the Stanislaus County Board of Supervisors, pursuant to the Local Transportation Authority and Improvement Act set forth at California Public Utilities Code Section 180000 et seq; and

WHEREAS, on November 8, 2016, the voters of Stanislaus County, approved Measure L thereby authorizing StanCOG to administer the proceeds from the one-half cent transaction and use tax ("Measure L"); and

WHEREAS, the duration of the Measure L sales tax will be 25 years from the initial year of collection, which began April 1, 2017, with the tax to expire on March 31, 2042; and

WHEREAS, the Measure L Master Funding Agreement delineates the requirements of the Measure L funds that are allocated to the jurisdictions within Stanislaus County for local streets and roads, traffic management and bike and pedestrian improvements and transit provider funds for transit services, as authorized by the Measure L Expenditure Plan; and

WHEREAS, each of the member agencies of StanCOG (Stanislaus County and the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford) will be required to enter into the Measure L Master Funding Agreement prior to receiving Measure L fund disbursements; and

WHEREAS, the term of the Measure L Funding Agreement is five (5) years.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Hughson does hereby approve the Measure L Master Funding Agreement with the Stanislaus Council of Governments and;

BE IT FURTHER RESOLVED that the City Council of the City of Hughson authorize the City Manager to execute the Master L Master Funding Agreement inclusive of any final edits by the City Attorney.

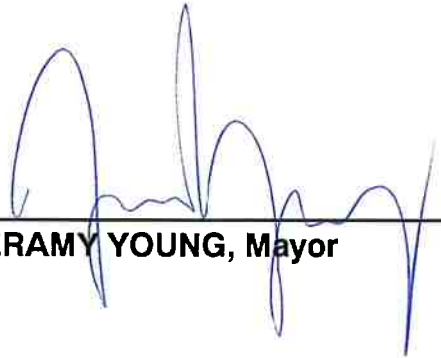
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Hughson this 11th day of May 2020, by the following vote:

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.


JERAMY YOUNG, Mayor

ATTEST:


ASHTON GOSE, Deputy City Clerk

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
UPDATING THE CITYWIDE RECORDS MANAGEMENT PROGRAM, ADOPTING AN
UPDATED RECORDS RETENTION SCHEDULE, AND RESCINDING RESOLUTION
NO. 88-34 (ESTABLISHING A RECORDS MANAGEMENT PROGRAM AND A
RECORDS RETENTION SCHEDULE)**

WHEREAS, the purpose of this Resolution is to provide direction to City Officials, employees, contractors, and volunteers for the proper and efficient management of City of Hughson business records consistent with the requirements of State Law including the California Government Code Sections 6250 et seq. "Public Records Act"; and

WHEREAS, the California Government Code Section 34090 et seq. sets forth certain legal requirements relating to the retention of certain municipal records and provides a procedure whereby City records that have served its purpose and are no longer required may be destroyed; and

WHEREAS, the City Attorney finds that the attached Records Retention/Disposition Schedule complies with Federal and State statutes; and

WHEREAS, the update of the City's established Records Management Program and Records Retention/Disposition Schedule will facilitate the orderly and efficient transfer, retention, and disposition of the records of the City of Hughson in responsible and timely manner.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby declare, determine, and order as follows:

Section 1. Resolution No. 88-34 (Establishing a Records Management Program and Records Retention Schedule) is hereby rescinded.

Section 2. The City Council finds that the Records Retention/Disposition Schedule set forth in Exhibit "A", attached hereto and incorporated by reference, is hereby adopted.

Section 3. The specific department identified as the Department of Record on said Records Retention/Disposition Schedule is hereby designated as the Custodian of those records, and as such, shall be responsible for the safekeeping and production of those records.

Section 4. The City Clerk and City Attorney are directed to review these schedules periodically and present revisions to the City Council as may be necessary to keep retention information current and records efficiently maintained.

Section 5. Ownership of City Records: All writings containing information relating to the conduct of the City's business prepared, owned, used, or retained by the City regardless of physical form or characteristics are the property of the City and shall be delivered by outgoing officials, employees, contractors, or volunteers to their successors.

Section 6. Responsibilities:

- A. City Council. The ultimate approval of policies for the keeping, producing, permitting copies, and management of all records of the City shall rest with the City Council.
- B. Officers and Employees. Each officer, employee, contractor, or volunteer of the City has the duty to protect, preserve, store, transfer, destroy or otherwise dispose of, use, and manage City records in accordance with applicable Federal or State laws or such rules as may be approved by the City Council.
- C. City Attorney. The duty of the City Attorney shall be to review and approve department retention and destruction schedules and approve the destruction of original City records in accordance with Federal and State laws and City regulations.
- D. City Clerk. The duty of the City clerk shall be to manage the Citywide Records Management Program for the City pursuant to applicable statutes and the approved City Council program. The City Clerk may, for proper and efficient management of City records:
 - a. Establish procedures, policies and effective controls for using, maintaining, protecting, storing, and destroying records on a Citywide bases;
 - b. Advise, direct, and assist City departments in the preparation of records inventories and retention periods and make recommendations to the City Attorney;
 - c. Maintain a designated, official records center or contract for offsite storage to house records no longer required in active office areas, but which require further retention for legal or operating reasons; and maintain an index of all records stored in the records center;
 - d. Maintain an archive to protect records of historic nature which should not be destroyed;

- e. Advise and assist City departments reviewing and selecting records to be transferred to the records center or archives;
 - f. Advise and assist City departments in conducting surveys, studies, and investigations to promote a proper and efficient Records Management Program for the City;
 - g. Develop and maintain procedures for the protection of City records against natural or other disasters;
 - h. Develop and provide individual and Citywide employee training on the City's Records Management Program; and
 - i. Approve the destruction of original City records in accordance with the approved Citywide Records Retention/Disposition Schedule.
- E. City Departments. Each City department shall establish and maintain an active, continuing program for the economical and efficient management of records of the department within the structure of the Council adopted Citywide Records Management Program. Such program shall, among other things, provide for:
- a. Effective controls over the creation, maintenance, and use of records utilized in the conduct of business;
 - b. Maintenance, security, and protection of records deemed appropriate for preservation;
 - c. Segregation and proper disposal of records in accordance with the established Records Retention/Disposition Schedule.

Those records which are not required in the current operation of the office where the records are made or kept shall be transferred to 1) the records center until they have met specific retention requirements and then may be destroyed; or 2) the official archives, so records may be insured permanent preservation.

Section 7. Destruction of City Records. The records of the City of Hughson as set forth in the approved Records Retention/Disposition Schedule are hereby authorized to be destroyed as provided by Government Code Section 34090 and in accordance with the provisions of said schedule without further action by the City Council, provided that

no records may be destroyed pursuant to said schedule without the prior written approval of the Department Head, City Attorney and City Clerk.

Section 8. Updates to Records Retention/Disposition Schedule:

The City Clerk is hereby authorized with the consent of the City Attorney to modify the Records Retention/Disposition Schedule on a biennial basis. The changes will be brought to the City Council for approval.

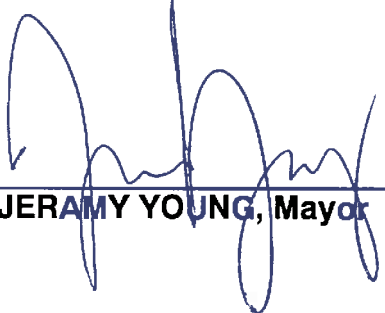
PASSED AND ADOPTED by the City Council of the City of Hughson at a regular meeting held on this 8th day of June 2020, by the following roll call vote:

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.


JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
THE PROFESSIONAL SERVICES AGREEMENT WITH MOSS, LEVY AND
HARTZEIM, LLP FOR INDEPENDENT AUDIT SERVICE**

WHEREAS, on January 27, 2020 the City of Hughson released a Request for Statement of Qualifications for independent audit services; and

WHEREAS, the response period closed on February 28, 2020 and the City received six proposals from various firms throughout the State; and

WHEREAS, on April 23, 2020 City staff interviewed six firms that met the City's minimum requested qualifications; and

WHEREAS, Moss, Levy and Hartzeim, LLP was the most qualified candidate, and chosen by staff to provide independent audit services for three years with the option to terminate by either party.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby approve the Professional Services Agreement with Moss, Levy and Hartzheim, LLP for Independent Audit Services attached hereto as Attachment "A" and authorize the City Manager or his/her designee to sign the agreement.

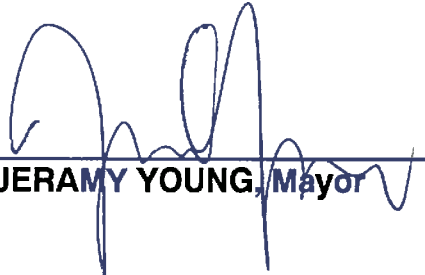
PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 8th day of June 2020 by the following roll call vote:

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

**MASTER
PROFESSIONAL SERVICE AGREEMENT
(City of Hughson/Moss, Levy & Hartzheim, LLP)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Hughson, a California municipal corporation ("City") and Moss, Levy & Hartzheim, LLP ("Consultant").

RECITALS

WHEREAS, the City has determined that it requires the professional services of a consultant to provide independent audit services.

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

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

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

1. DEFINITIONS

1.1. "Scope of Services" means the professional services as are generally set forth in Consultant's February 28, 2020 proposal to City attached hereto as Exhibit A.

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

1.3. "Commencement Date" means start date.

1.4. "Expiration Date" means the date the contract is expired.

2. TERM

The term of this Agreement shall commence at 12:00 a.m. on July 1, 2020 and shall expire at 11:59 p.m. on June 30, 2023 unless extended by written agreement of the parties or terminated earlier in accordance with Section 14 ("Termination") below.

3. CONSULTANT'S SERVICES

3.1. Consultant shall perform the services identified in the Scope of Services submitted on February 28, 2020. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sums specified by each Task Order unless specifically approved in advance and in writing by City.

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

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

4. COMPENSATION

4.1. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule, attached as Exhibit B.

4.2. Consultant shall submit to City an invoice for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty days (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall

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

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

5. OWNERSHIP OF WRITTEN PRODUCTS

5.1. All reports, documents or other written material ("written products"), excluding records identified in Business and Professions Code 5037, developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

6. RELATIONSHIP OF PARTIES

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

7. CONFIDENTIALITY

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

8. INDEMNIFICATION

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

misconduct of the Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement, except those matters arising from City's sole negligence or willful misconduct. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

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

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

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

9. INSURANCE

9.1. During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with

Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

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

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

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

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

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

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

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

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

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

9.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees,

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

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

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

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

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

10. MUTUAL COOPERATION

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

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

11. RECORDS AND INSPECTIONS

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

12. NOTICES

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

If to City:

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

With courtesy copy to:

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

Consultant:

Moss, Levy & Hartzheim, LLP
5800 Hannum Ave Suite E
Culver City, CA 90230
Telephone: (310) 670-2745
With a copy to: Hadley Hui CPA, Partner

13. SURVIVING COVENANTS

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

14. TERMINATION

14.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to

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

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

GENERAL PROVISIONS

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

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

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

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

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

govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

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

14.10. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. [NTD: this clause is duplicated in section 14.13]

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

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

14.13. If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Stanislaus, State of California. Consultant hereby waives any rights it might have

to remove any such action pursuant to California Code of Civil Procedure Section 394.

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

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

"City"

City of Hughson

By: Merry Mayhew
Merry Mayhew, City Manager

Date: 6-9-2020

"Consultant"

Moss, Levy & Hartzheim, LLP

By: Hadley Hui
Hadley Hui, Partner

Date: 05/14/2020

Attest:

By: Ashton Gose
Ashton Gose, Deputy City Clerk

Date: 6-9-2020

Approved as to form:

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

Date: May 21, 2020

Exhibit A

CITY OF HUGHSON

STATEMENT OF QUALIFICATIONS

**For the Fiscal Years Ending June 30, 2020, 2021 and 2022
(Optional Fiscal Years Ending June 30, 2023, and 2024)**

Submitted By:

Moss, Levy & Hartzheim, LLP
5800 Hannum Avenue, Suite E
Culver City, California 90230

Phone: (310) 670-2745

Fax: (310) 670-1689

CA License No. 6998

Email: mlhbh@mlhcpas.com

Website: www.mlhcpas.com

Submitted On:

February 28, 2020

Contact Person:

Craig A. Hartzheim, CPA: Partner

Ron A. Levy, CPA: Partner

Hadley Y. Hui, CPA: Partner

**CITY OF HUGHSON
STATEMENT OF QUALIFICATIONS
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MOSS, LEVY & HARTZHEIM LLP
CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS

RONALD A LEVY, CPA
CRAIG A HARTZHEIM, CPA
HADLEY Y HUI, CPA
ALEXANDER C HOM, CPA
ADAM V GUISE, CPA
TRAVIS J HOLE, CPA

COMMERCIAL ACCOUNTING & TAX SERVICES

9107 WILSHIRE BLVD, SUITE 500
BEVERLY HILLS, CA 90210
TEL: 310.273.2745
FAX: 310.670.1689
www.mlhcpas.com

GOVERNMENTAL AUDIT SERVICES

5800 HANNUM AVE., SUITE E
CULVER CITY, CA 90230
TEL: 310.670.2745
FAX: 310.670.1689
www.mlhcpas.com

Merry Mayhew,
Director of Finance
City of Hughson- Finance Department
7018 Pine Street
Hughson, CA 95326

Dear Ms. Mayhew,

We are pleased to respond to the Request for Statement of Qualifications from the City of Hughson (City) for independent auditing services. We have prepared our Statement of Qualifications to address each of the specifications included in the City's Request.

After 62 years in public accounting and 42 years of performing local governmental and non-profit audits, it is extremely gratifying to witness the continued growth of Moss, Levy & Hartzheim, LLP. The firm is a regional full-service public accounting firm with offices in Culver City, Beverly Hills, and Santa Maria, and clients throughout the State of California, as well as thirty-one other states. We and the entire staff are pleased with not only the continuing development of the firm, but also the progress and economic health of our clients. We understand that governmental accounting is a specialized industry with its own accounting standards and requirements, and that is why we strive to constantly improve the quality of our professional services. This degree of dedication, coupled with our ability to inform our clients of any new accounting and auditing issues, is paramount to our success.

Our firm currently provides the following services:

- Audits
- Accounting services
- Management Advisory Services (Non-Audit Clients)
- Income Tax Services

We feel that our size is such that we are large enough to provide a broad spectrum of services and experience backed by an in-house training program, professional development courses, and an extensive professional library, yet not so large as to become impersonal and rigid. Our informal style allows us to be flexible enough to complete our engagements in a timely manner that is the most convenient for each client. Also, this style allows us to be more accessible to our clients when our clients have questions or concerns.

It is our understanding that we will perform an audit of the City of Hughson, in accordance with auditing standards generally accepted in the United States of America as set forth by the American Institute of Certified Public Accountants, with the objective of expressing an opinion on the fair presentation of the basic financial statements, which will be in full compliance with the Government Finance Officers Association's (GFOA) Blue Book. We will express an "in-relation-to" opinion on the government-wide financial statements and the fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. We will also perform, if applicable, a single audit on the expenditures of federal grants in accordance with U.S. Office of Management and Budget (OMB) Title 2 U.S. Code Federal Regulation Part 200, *Uniform Administrative Requirements, Audits of State, Local Governments, and Nonprofit Organizations*; and test compliance with the Single Audit Act as amended in 1996 and applicable laws and regulations, and provide an "in-relation-to" report on the schedule of federal financial assistance.

We understand that we will prepare a single audit report, if needed. We understand that the City may send its Comprehensive Annual Financial Report (CAFR) to the Government Finance Officers Association (GFOA) for review in their Certificate of Achievement for Excellence in Financial Reporting award program. We understand that we will be required to provide special assistance to the City in meeting the requirements of this program, at the option of the City.

In addition to the procedures deemed necessary to express our opinion on the basic financial statements, we understand that we will also be responsible for performing certain limited procedures involving the management's discussion and analysis (MD&A) and the required supplementary information (RSI), as mandated by auditing standards generally accepted in the United States of America.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; *Government Auditing Standards*, issued by the Comptroller General of the United States, including all applicable auditing standards issued by the American Institute of Certified Public Accountants; the provisions of the Single Audit Act Amendments of 1996; if applicable; the U.S. Office of Management and Budget (OMB) Title 2 U.S. Code Federal Regulation Part 200, *Uniform Administrative Requirements, Audits of State, Local Governments, and Nonprofit Organizations*; and all relevant Governmental Accounting Standards Board (GASB) Statements, in accordance with the RFP.

It is our understanding that we will be responsible for preparing the single audit reports which will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings required. Also, we will issue a separate management letter that includes recommendations for improvements of internal control, accounting procedures and other significant observations that are non-reportable conditions. We will also provide compile and file the Annual Report for Financial Transactions to the State Controller of California, from data provided by the City. In addition, we will participate and staff up to two Finance Committee meetings per year with the City of Hughson and up to two Finance Committee meetings for the Hughson Calabasas Community Center. At the City's request, general consultation will be provided on financial reporting matters.

All irregularities and illegal acts or indications of illegal acts of which we become aware of during the course of our audit will be immediately reported, in writing, to the City Council, City Manager, City Attorney, and Finance Director.

Our firm agrees and will comply with all the general terms and conditions disclosed in the City's RFP. Regular meetings will be scheduled with the City Manager as needed, to discuss various topics.

The percentage of the audit work we expect to accomplish for the 2020 audit year, by month, is shown below:

| <u>April</u> | <u>October</u> | <u>November</u> | <u>Total</u> |
|--------------|----------------|-----------------|--------------|
| 40% | 50% | 10% | 100% |

This proposal for auditing services is an irrevocable offer until April 28, 2020.

The audit work will be completed by staff from our Culver City office.

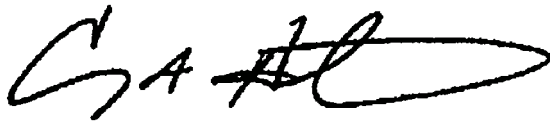
Thank you for your consideration and please do not hesitate to contact the authorized representatives listed below with any questions, problems, or concerns.

(1) Craig A. Hartzheim, CPA
Partner
5800 Hannum Avenue, Suite E
Culver City, CA 90230
(310) 670-2745
chartzheim@mlhcpas.com

(2) Ron A. Levy, CPA
Partner
2400 Professional Parkway, Suite 205
Santa Maria, CA 93455
(805) 922579
rlevy@mlhcpas.com

(3) Hadley Hui, CPA
Partner
5800 Hannum Avenue, Suite E
Culver City, CA 90230
(310) 670-2745
hhui@mlhcpas.com

Sincerely,

A handwritten signature in black ink, appearing to read 'CA Hartzheim', with a large, stylized loop at the end.

Craig A. Hartzheim, CPA
Partner

**CITY OF HUGHSON
STATEMENT OF QUALIFICATIONS**

LICENSE TO PRACTICE IN CALIFORNIA

Moss, Levy & Hartzheim, LLP is a properly licensed certified public accounting firm in the State of California. All certified public accountants engaged in the audit of the City of Hughson are licensed to practice in the State of California and have received at least the minimum number of governmental continuing professional education hours required by the State Board of Accountancy and *Government Auditing Standards* to perform governmental audits.

INDEPENDENCE

Moss, Levy & Hartzheim, LLP is independent of the City of Hughson as defined by auditing standards generally accepted in the United States of America, the U.S. General Accounting Office's *Government Auditing Standards (1998)*, the U.S. Securities and Exchange Commission, and all other authoritative bodies with standard or rule-making authority over the auditing profession.

The firm uses checklists and questionnaires to determine that staff members are independent of each client being audited and each staff member signs a personal independence declaration prior to commencing work on an audit client. The partner in charge of the audit reviews all independence work papers prior to staffing each audit. No subcontractors will be used for this engagement.

BUSINESS LICENSE

Our firm will obtain a business license if awarded the contract for this engagement.

INSURANCE

The firm will maintain the minimum insurance requirements in accordance with the Consulting Service Agreement attached to the RFP.

Please see *Appendix A – Certificate of Liability Insurance* for current policy coverage.

FIRM QUALIFICATIONS AND EXPERIENCE

Moss, Levy & Hartzheim, LLP is a regional firm that performs audits of governmental and non-profit entities throughout the State of California, from the Oregon border to the Mexico border. For most of our governmental clients, we also prepare their Comprehensive Annual Financial Report (CAFR). Our firm also performs review and compilation engagements as well as tax and consulting services to clients throughout the United States. The firm currently employs 28 professionals, all of whom are trained in governmental auditing, and has annual gross revenues in excess of \$4 million dollars. The firm has three offices in California: Culver City, Beverly Hills, and Santa Maria.

The audit work will be completed by staff from our Culver City office.

The Culver City office is currently staffed by six certified public accountants (three partners, two managers, and one senior accountant). In addition, the Culver City office employs managers, senior accountants, and staff accountants. All certified public accountants, managers, senior accountants, and staff accountants are part of the governmental and non-profit audit practice.

The City will have one partner and one manager assigned to the audit on a full-time basis. In addition, a supervising senior and one to two staff accountants will be assigned to the audits on a full-time basis. These employees will not be changed except due to unforeseen circumstances.

CITY OF HUGHSON
STATEMENT OF QUALIFICATIONS

FIRM QUALIFICATIONS AND EXPERIENCE (CONTINUED)

Our firm currently provides the following services:

Audits:

Governmental (cities, special districts, single audits, and school districts)
Non-Profit
Commercial
Compliance
Transient Occupancy Tax
Employee Benefit Plans

Accounting Services:

Reviews
Compilations
Bookkeeping
Payroll Taxes

Management Advisory Services (Non-Audit Clients):

Data Processing Services
Business Consultation
Pension and Profit-Sharing Plan Assistance
Acquisition and Mergers

Income Tax Services:

Preparation
Planning
Tax Audits and Negotiations with Internal Revenue Service and Other Taxing Authorities

Please see *Appendix B – Current and/or Recently Completed Governmental Audits* for a list of current governmental audits performed by the firm.

Our firm has never been the object of any disciplinary action from any federal or state regulatory body or professional organization nor is there any disciplinary action pending.

The firm's recent local similar auditing experience includes the following:

1. CSMFO and GFOA Award Programs

The firm has or is currently auditing the following entities that have participated in and have received the CSMFO and/or GFOA Award:

| | |
|----------------------|---|
| City of Bellflower | City of Paso Robles |
| City of Brawley | City of Santa Maria |
| City of Calabasas | City of Scotts Valley |
| City of Campbell | City of Susanville |
| City of Covina | City of Tracy |
| City of Culver City | City of Watsonville |
| City of El Centro | City of Westlake Village |
| City of Eureka | City of Winters |
| City of Fort Bragg | City of Yuba City |
| City of Indio | County Sanitation Districts of |
| City of Laguna Hills | Los Angeles County |
| City of Lathrop | Encina Wastewater Authority |
| City of Lompoc | Los Angeles County Flood Control District |
| City of Los Alamitos | Ross Valley Sanitary District |
| City of Pacifica | |

CITY OF HUGHSON
STATEMENT OF QUALIFICATIONS

FIRM QUALIFICATIONS AND EXPERIENCE (CONTINUED)

The firm's recent local similar auditing experience includes the following: (Continued)

2. Uniform Guidance

We have performed compliance audits in accordance with Title 2 U.S. Code of Federal Regulation Part 200, *Uniform Administrative Requirements, Cost Principle and Audit Requirements for Federal Awards* (Uniform Guidance), for our Municipal clients who are required to have compliance audits (which is the majority of our municipal clients) and for all of our School District clients.

3. Federal and State Grant Programs and the Single Audit

Each of our municipal clients, the majority of our Special District clients, and all of our School District clients receive Federal and State Grants, which require compliance audits. Some of our most commonly audited programs are as follows:

Municipal Major Programs:

- Community Development Block Grant Funds (CDBG)
- Federal Emergency Management Act Funds (FEMA)
- Section 8 Housing Assistance Payments
- Transportation Enhancement Act (TEA)
- Airport Improvement Program (AIP)
- Economic Development Grants (EDG)
- Home Investment Partnerships Program (HOME)
- Transportation Development Act (TDA)
- Capitalization Grants for State Revolving Funds
- Surveys, Studies, Investigations, and Special Purpose Grants

Other Common Municipal Programs:

- COPS Grants (including LLEBG)
- Asset Seizure Funds
- Retired Senior Volunteer Program

Other Major Programs:

- Senior Nutrition Programs
- Child Nutrition Programs
- Title I
- Title VI
- Migrant Education
- Vocational Education
- Special Education

4. Non-profit Agencies

We have audited numerous non-profit agencies and have also prepared their federal and state tax returns. Currently, our firm performs audit and/or tax preparation services for sixty non-profit agencies.

5. State Controller's Report and Street Reports

We have prepared State Controller's Reports, Transit, and Street Reports for numerous Cities, Special Districts, and Redevelopment Agencies. We feel this experience allows us to assist our clients in their preparation of the State Controller's Reports or prepare the reports as a separate engagement for our clients.

CITY OF HUGHSON
STATEMENT OF QUALIFICATIONS

FIRM QUALIFICATIONS AND EXPERIENCE (CONTINUED)

The firm's recent local similar auditing experience includes the following: (Continued)

6. Investment Compliance

In addition to financial statement audits, we also review our clients' compliance with their investment policies and examine investment types, including, but not limited to, an evaluation of maturity dates (short-term or long-term), types and category, and collateral to ensure proper disclosure of risk in the basic financial statements.

7. Bond Reporting

The firm has assisted several Cities in reviewing franchise financial statements as part of reviewing franchise requests for rate increases. In addition, the firm has performed transient occupancy audits for ten Municipalities and has performed various audits of operating lease charges (such as use of a sewage treatment plant based on percentage of use by our client and actual expense as recorded by the treatment plant operator).

8. TOT, Refuse and Other Audits

The firm has recently concluded auditing lease agreements between the County of Los Angeles and a lessee for a period of 15 years. The firm has assisted several cities in reviewing franchise financial statements as part of reviewing franchise requests for rate increases. In addition, the firm has performed transient occupancy audits for ten municipalities and has performed various audits of operating lease charges (such as use of a sewage treatment plant based on percentage of use by our client and actual expense as recorded by the treatment plant operator). The firm has also performed franchise audits of Comcast, AT&T, a local sports park, and others for Municipal clients who have requested them.

9. School Districts

Currently, our firm audits thirty-five School Districts and related Schools throughout the State of California, including three Charter Schools. We have also performed audits of student bodies for nearly all of our School District clients.

10. Special Districts

Currently, our firm audits in excess of one hundred and seventeen special districts including Sanitary Districts, an Open Space District, the County Sanitation Districts of Los Angeles County (all 25 Districts), Water Districts, Recreation Districts, Utility Districts, Cemetery Districts, Community Services Districts, Fire Districts, Ambulance Services Districts, Airport Districts, and Vector Control Districts.

11. Joint Powers Authorities

We have audited the following Joint Powers Authorities (JPAs):

North Coast Emergency Medical Services
Public Agency Self Insurance System
County of San Diego – Emergency Services Organization
Exclusive Risk Management Authority of California
Santa Barbara County Special Education Local Plan Area Joint Powers Agency
Santa Barbara Water Purveyors Joint Powers Agency
Tracy Area Public Facilities Financing Authority
Transportation Authority of Marin
West Contra Costa Integrated Waste Management Authority

CITY OF HUGHSON
STATEMENT OF QUALIFICATIONS

FIRM QUALIFICATIONS AND EXPERIENCE (CONTINUED)

In addition to the joint powers authorities listed above, the vast majority of our governmental clients are members of joint powers authorities. As such, our firm has experience in reviewing JPA statements and disclosing the appropriate JPA information in the financial statements for each governmental client.

Our firm has never been the object of any disciplinary action from any federal or state desk review or field review in the past three (3) years, nor is there any unsettled litigation or disciplinary action pending with any state regulatory bodies or professional organization during the past three (3) years.

None of our audit members of our firm are reviewers in the GFOA Certificate of Achievement for Excellence in Financial Reporting program.

PARTNER, SUPERVISORY AND QUALIFICATIONS AND EXPERIENCE

It is the firm's policy to have our partners and audit managers involved in the managing function of our governmental audits. Having both the partner and audit manager involved in the engagement allows the City to receive immediate response to questions about accounting and audit topics, concerns, and findings.

It is expected that Mr. Ron A. Levy, CPA would be the technical (concurring) partner in charge of the audits of the City. He will be responsible for reviewing the City's basic financial statements and all other required statements and reports. He may also be responsible for addressing any City questions or concerns that arise during the year. He has assisted numerous municipal clients and has prepared award-winning CAFRs.

Mr. Hadley Hui, CPA will be the engagement partner assigned to the audits. As engagement partner, he will oversee the day-to-day operations of the audits, review all audit areas, and be on-site for a majority of the fieldwork. He has assisted many municipal clients and has also prepared numerous award-winning CAFRs. It is the firm's policy during the first year on the audit engagement to have a partner on-site for a majority of the fieldwork. This policy enables the partner to become acquainted with the City's daily operations and key personnel.

Mr. Bin Zeng, will be the manager assigned to the audit. He will oversee the day-to-day operations of the audits and perform more difficult audit sections.

Mr. David Ortiz will be the computer specialist assigned to the audits, when needed. Mr. Ortiz has extensive knowledge in auditing EDP functions. Mr. Ortiz may also perform the statistical sampling procedures for the audit and also document and test the internal control structure of the computer systems.

In addition to the supervisory staff listed above, one or two staff accountants will be assigned to the audits. All staff accountants have degrees from accredited colleges or universities, have received in-house governmental audit training, and at present, have at least one year of governmental auditing experience. All staff accountants will be directly supervised by the supervising senior accountant and manager assigned to the audits at all times. All partners, managers, and staff members have worked on numerous governmental engagements together. Consistently working together will provide the City with a knowledgeable, proficient, and efficient audit team.

Please see *Appendix C – Peer Quality Review Report* for a copy of our firm's July 22, 2015 quality review report, which includes a review of governmental and non-profit engagements. The Firm's 2018 Quality Review Report is in the review stage with the Peer Reviewer.

The firm conducts an annual firm-wide two-day training seminar to update all governmental auditors on new pronouncements and improved audit techniques. In addition to this firm sponsored seminar, each governmental auditor attends the annual governmental accounting conference and many other continuing

CITY OF HUGHSON
STATEMENT OF QUALIFICATIONS

PARTNER, SUPERVISORY AND QUALIFICATIONS AND EXPERIENCE (CONTINUED)

education courses and is updated on current accounting/auditing issues through our journals and supplements, which we receive on a regular basis.

Our firm experiences relatively low turnover in employees as can be seen on individual resumes, so that even our staff auditors have more experience than most other firms can offer. **The firm will not use the City as a training ground for its employees.**

The firm will maintain staff continuity on the engagement throughout the term of the contract, barring any terminations, illnesses, or other unforeseen circumstances (departure from the firm, promotion, or assignment to another office). At the written request of the City, any Moss, Levy & Hartzheim, LLP employee assigned to the audits can be removed and replaced by another qualified employee. The City retains the right to approve or reject replacements.

Please see *Appendix D – Resumes* for each individual's qualifications and experience.

CITY OF HUGHSON
STATEMENT OF QUALIFICATIONS

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

The following is the list of all cities for which the Culver City office has performed audits during the last three years:

Most Significant:

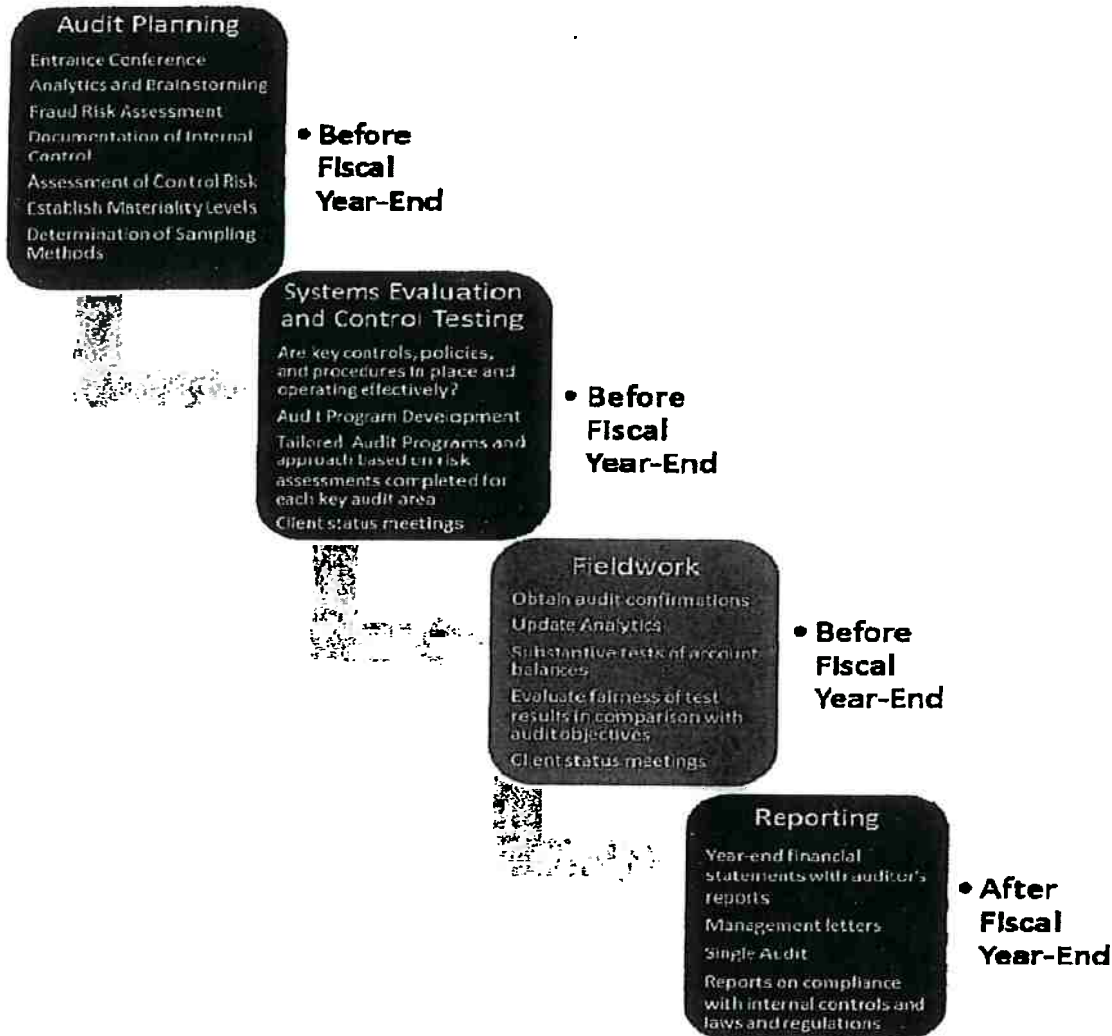
| <u>Governmental Agency</u> | <u>Total Staff Hours</u> | <u>Scope of Work</u> | <u>Fiscal Years Audited</u> | <u>Contact and Telephone number</u> |
|---|--------------------------|---------------------------------|-----------------------------|-------------------------------------|
| <u>City of Bellflower</u> | | | | |
| Basic Financial Statements/CAFR | 625 | Financial Audit, Single Audit | 2002 | Mr. Tae Rhee |
| CAFR prepared in accordance with GAAP | | and State Controller's Report | -2012 | Finance Director |
| Audit Partner - Craig A. Hartzheim, C.P.A | | GANN Limit, GASB Pronouncements | 2017- | (562) 804-1424 |
| | | GFOA Certification | Present | |
| <u>City of Westlake Village</u> | | | | |
| Basic Financial Statements/CAFR | 500 | Financial Audit, GANN Limit | 2009- | Daniel Jordan |
| CAFR prepared in accordance with GAAP | | and State Controller's Report | Present | Finance Director |
| Audit Partner - Craig A. Hartzheim, C.P.A | | GASB Pronouncements | | (818) 760-1613 |
| | | GFOA Certification | | |
| <u>City of La Mirada</u> | | | | |
| Basic Financial Statements/CAFR | 480 | Financial Audit, Single Audit, | 2016- | Mrs. Melissa Pascual |
| CAFR prepared in accordance with GAAP | | and State Controller's Report | Present | Finance Manager |
| Audit Partner - Craig A. Hartzheim, C.P.A | | GASB Pronouncements | | (562) 943-0131 |
| | | GFOA Certification | | |
| <u>City of Arcadia</u> | | | | |
| Basic Financial Statements/CAFR | 450 | Financial Audit, Single Audit, | 2015- | Mr. Henry Chen |
| CAFR prepared in accordance with GAAP | | GANN Limit, GASB Pronouncements | Present | Finance Manager |
| Audit Partner - Hadley Y. Hui, C.P.A | | GFOA Certification | | (626) 574-5401 |
| <u>City of Calabasas</u> | | | | |
| Basic Financial Statements/CAFR | 400 | Financial Audit, Single Audit, | 2004- | Dr. Gary Lysik |
| CAFR prepared in accordance with GAAP | | and State Controller's Report | Present | City Manager |
| Audit Partner - Craig A. Hartzheim, C.P.A | | GASB Pronouncements | | (818) 224-1600 |
| | | GFOA Certification | | |

Please see *Appendix E* – for more *References*.

CITY OF HUGHSON
STATEMENT OF QUALIFICATIONS

SPECIFIC AUDIT APPROACH

Overview of the MLH Audit Process



During the first year of the engagement, we will utilize the prior year's financial statements, the current year's budget, and our knowledge of the City's systems to determine materiality for the different audit sections. Each year, we will select a sample of transactions to determine to what extent the systems are functioning as described to us. The extent of our sample size will depend upon our assessment of the internal control structure and the results of our assessment in accordance with *Government Auditing Standards*.

CITY OF HUGHSON
STATEMENT OF QUALIFICATIONS

SPECIFIC AUDIT APPROACH (CONTINUED)

The selection of transactions for testing will be made using a combination of random, systematic, and haphazard sampling techniques. We will identify the strength of the systems upon which we can rely in planning our substantive tests. Our internal control review will meet all of the following requirements of AICPA: Statement on Auditing Standards (SAS) No. 55, *Consideration of the Internal Control Structure in a Financial Statement Audit*, as amended by SAS No. 78; SAS No. 99, *Consideration of Fraud in a Financial Statement Audit*; SAS No. 106, *Audit Evidence*; SAS No. 107, *Audit Risk and Materiality in Conducting an Audit*; SAS No. 108, *Planning and Supervision*; SAS No. 109, *Understanding the Entity and Its Environment and Assessing the Risks of Material Misstatement*; and SAS No. 110, *Performing Audit Procedures in Response to Assessed Risks and Evaluating the Audit Evidence Obtained*.

It is estimated that the sampling size for transaction testing for compliance with systems as actually implemented would be as follows:

- I. Minimum of 60 disbursement items, including automatic and manual checks and bank debits
- II. Minimum of 40 - 60 payroll checks, including direct deposits
- III. Minimum of 40 - 60 receipt items

We have extensive knowledge in auditing computer systems. We have assisted numerous clients with the implementation of accounting software and database business systems. This assistance has provided our firm with a thorough background in computer systems with respect to both the software applications aspect and also insight into auditing such systems. It is our policy to have a computer specialist as part of the audit team and to be used on an as-needed basis. This individual assists the audit team in documenting the computer system internal control structure and highlighting strengths and weaknesses relating to the computer structure of the City.

In addition, all of our staff is equipped with not only word processing and spreadsheet capabilities, but also various functional software, such as PPC Audit – e-Tools, Creative Solutions Accounting, Adobe Acrobat, random sampling software, Lacerte Tax Program, and Easy Accounting Software, which contain amortization programs and depreciation programs, and other applications as well (including the Governmental Accounting Research System which includes all GASB publications).

We will perform preliminary analytical review procedures using the prior fiscal year's audited statements and the current fiscal year's budget. In the preliminary stage, we will adopt ratio analysis procedures to compare the relationships between account balances and classes of transactions between prior periods and against budgets and industry statistics. This may include budgets, trial balances, and/or draft financial statements to help us identify the source of individual fluctuations. We will then adopt trend analysis to compare current data with prior periods, which is particularly useful for analyzing revenue and expenditures. Any unexpected trends or deviations will be discussed with the City's staff to obtain explanations.

Please see *Appendix F – Segmentation and Budgeted Hours by Segment* for a schedule of the level of staff and number of hours to be assigned to each segment of the engagement.

CITY OF HUGHSON
STATEMENT OF QUALIFICATIONS

SPECIFIC AUDIT APPROACH (CONTINUED)

The chart below shows some of MLH's preliminary audit procedures:

| Document | Strategy | Procedure |
|---|--|---|
| None | Go over timing and planning with Management | Set meeting |
| Letter | Discuss any matters with predecessor | Standard required communications |
| Internal control memos | Set location site visits | Visit sites and go through internal controls, such as parks and recreation, fire, police, transit, etc. |
| Obtain budget and budget amendments | Ensure budgetary compliance | Analyze budget-to-actual variances. Look at capital projects, status of property tax assessments as part of the focus |
| Obtain grant documents | Ensure grant compliance | Analyze grants |
| Obtain policies and procedures | Evaluate effectiveness of policies, updates and relate to key compliance matters | Analyze policies and procedures |
| Obtain client internal control memos of client, if they exist | Evaluate internal controls Short interviews of accounting and selected operating personnel for documentation of process | Analyze internal controls, including computer controls |
| Obtain prior year financials | Determine which items are important for testing | Set preliminary "materiality" limits |
| Obtain appropriate schedules | Ensure effective procedures | Testing of cash receipts, cash disbursements, and payroll transactions |
| Obtain Council minutes | Ensure knowledge of key government communication, Look for major agreements and key decisions | Analyze important events highlighted in Council meetings, test and inquire as necessary |
| Draft confirmations – third party letters for independent verification of cash, property taxes, attorney, etc. for client to sign and auditor to mail | Independent verification of selected balances | Client to prepare letters and auditor to send letters |
| Develop document request list for client to review and agree upon | To clarify client – auditor requests | Meet with client and agree upon document request list for audit |
| Preliminary trial balance | Ensure preliminary results make sense | Perform selected testing on balances such as receipts, disbursements, and payroll |
| Obtain updates on retirement plans | Discuss GASB 68 & 75 and any changes | Audit selected components of any new reports and changes for compliance |
| Request screen view access only for computer analysis | Minimize client interruptions and view transactions | Scan ledgers and accounts for accounting propriety |
| Consider site visitations on areas where there are significant cash, card, deposits and billing controls, Internet site controls | Focus on controls where the risk assessment of material misstatement of cash, card and Internet transactions could occur | Site visitations |
| Legal bills, key litigation | Look for commitments, contingencies and disclosure | Discuss with client, prepare attorney letters for confirmation and response |
| Obtain long-term debt | Analyze for disclosure and compliance | Obtain and prepare long term debt schedules |
| Commitments and Contingencies | Ensure auditing standards are applied for proper accrual and disclosure | Send confirmation letters, talk with client, review disclosures |

CITY OF HUGHSON
STATEMENT OF QUALIFICATIONS

SPECIFIC AUDIT APPROACH (CONTINUED)

As part of our audit procedures, we usually request a working trial balance in excel format and access to view general ledger detail directly from the software system.

We will also review the following documents in order to determine compliance with applicable laws and regulations:

1. Minutes of the governing body with special attention to: indications of new revenue sources, including federal and state grants; expense authorizations and related appropriations, including any special or restrictive provisions; appropriation transfers; authorization for bank or other debt incurred; awards to successful bidders; authorization for new leases entered into; changes in licenses, fines, or fees; authorization for fund balance commitments or assignments; and authorization for significant new employees hired
2. New agreements and amendments to agreements including, but not limited to: grant agreements; debt and lease agreements; labor agreements; joint venture agreements; disposition and development agreements; and other miscellaneous agreements
3. Administrative Code
4. Investment Policy

The main extent of our work would be what is required to enable us to express an opinion on the basic financial statements in accordance with:

1. *AICPA Industry Audit Guide for State and Local Governmental Units*
2. *AICPA Audit Standards*
3. *National Committee on Governmental Accounting, Auditing and Financial Reporting (Amended) Publication*
4. *Laws of the State of California*
5. *Requirements of Title 2 U.S Code of Federal Regulation Part 200, Uniform Administrative Requirements, Cost Principle and Audit Requirements for Federal Awards (Uniform Guidance).*
6. *GAO Standards for Audit of Governmental Organizations, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs*
7. *Transportation Development Act.*
8. Our firm's own additional standards and procedures

The audit will be conducted in accordance with auditing standards generally accepted in the United States of America. The primary purpose of the audit is to express opinions on the basic financial statements, and such an audit is subject to the inherent risk that material errors or fraud may exist and not be detected by us. If conditions are discovered which lead to the belief that material errors, defalcations, or fraud may exist, or if any other circumstances are encountered that require extended services, we will promptly advise the City.

If convenient for the City's staff, the approximate target dates for the fiscal year 2020 audits would be as follows:

1. Written audit plan and list of schedules for fieldwork – No later than April 3rd, 2020
2. Entrance Conference with the City – No later than April 12th, 2020
3. Interim fieldwork – Week of April 12th, 2020
4. Progress conference with the City –Monthly after Interim fieldwork
5. Year-end fieldwork – Week of October 12th, 2020
6. Exit conference – No later than October 16th, 2020
7. Provide Drafts of all required reports – No later than November 13th, 2020
8. Finalize all required reports – No later than December 11th
(All reports will be due in accordance with RFP dates)
9. Presentation to the Board- Open

CITY OF HUGHSON
STATEMENT OF QUALIFICATIONS

SPECIFIC AUDIT APPROACH (CONTINUED)

Our audit would begin when it is convenient for the City's staff. We estimate that in the second week of April, we will perform interim work. Each year, the partner or manager of the firm will contact the Accounting Manager. The purpose of this contact will be to discuss the scope and timing of the annual audit, to review any accounting issues known at that time, and to address any City's personnel concerns about the impending audit.

We will schedule one week of interim if necessary and for final for the first year. The other years will be coordinated at a convenient time for the City's Staff. During the first year, we will prepare narrative flow charts and other documentation of the internal control structure and of the major systems, such as revenue and cash receipts, purchasing and cash disbursements, payroll and personnel, inventory, property and equipment, grant compliance, investment activities, and the budget process. We will gain this information through discussions with the appropriate City's staff and the review of available documented policies, organizational charts, manuals, programs, and procedures. Once we obtain this information, we will evaluate the systems of internal controls and revise our standard governmental audit programs.

In April, we will contact Accounting Manager to provide our detailed audit plan for the audit fieldwork. We will also discuss with the Accounting Manager any matters that may impact our audit procedures or your financial reporting. Before year-end fieldwork, we will discuss with the City any assistance the City may need with the year-end closing.

Our year-end fieldwork would begin on October 12th. The year-end audit work would begin with an analytical review of all significant balance sheet and revenues and expenditures/expense accounts for each fund, which includes substantive tests on all balance sheet accounts. **Analytical procedures will be used to supplement the substantive tests, not supplant them.** We will perform analytical procedures during interim and year-end fieldwork on all balance sheet and revenue and expense/expenditure accounts.

The primary objective of the year-end audit work is to audit the final numbers that will appear in the basic financial statements of the City. Our fieldwork would also consist of procedures required under SAS No. 99, *Consideration of Fraud in a Financial Statement Audit*.

We will perform procedures such as:

- (a) Confirmations by positive and negative circularization including but not limited to all cash and investment accounts; selected receivable and revenue balances; all bonds, loans, notes payable, and capital leases; all notes receivable; all insurance carriers; all legal firms employed on the City's business; and other miscellaneous confirmations deemed necessary
- (b) Physical verification and observation
- (c) Analysis and review of evidential material
- (d) Interviews and investigative efforts
- (e) Electronic data processing testing for computer and software reliability
- (f) Numerous other procedures

During the entire engagement, our audit team will be determining whether the audit is in compliance with *Uniform Guidance*, and if this is required through review of the City Council minutes, examination of the general ledger, and discussion with finance personnel. If a Single Audit is required, we would perform tests of specific requirements; claims for advances and reimbursements; and amounts claimed or used for matching in compliance with the Single Audit Act. The compliance audit will be conducted in accordance with auditing standards generally accepted in the United States of America, the *GAO Standards for Audits of Governmental Organizations, Programs, Activities, and Functions*, and the *GAO Guidelines for Financial and Compliance Audits of Federally Assisted Programs*.

CITY OF HUGHSON
STATEMENT OF QUALIFICATIONS

SPECIFIC AUDIT APPROACH (CONTINUED)

The chart below shows some of MLH's final audit procedures:

| DESCRIPTION | STRATEGY | MOLE/NOTICE |
|---|---|---|
| None | Set Timing | Entrance conference |
| Policies and procedures | Review and start risk assessment | Set visitation of locations such as, Parks and Rec, Transit, etc. Cash and other controls testing |
| Obtain updated general ledger | Ensure proper closing of books | Analyze records and update analytical procedures |
| Obtain internal control memos, if there are any changes- all key locations | Re-evaluate internal controls. Assess risk and dollar significance, brainstorm, look at IT controls | Update understanding of internal controls and document key changes |
| Obtain prior GFOA CAFR comments | Ensure improvement in financial reporting | Implement significant changes in financial reporting methods |
| Obtain further agreed upon audit schedules as agreed upon in the contract and RFP | To commence audit properly on final numbers | Apply auditing procedures |
| Obtain prior year GASB 34 conversion entries prepare GASB 34 Entries | Ensure that all GASB 34 conversion entries are proper | Work on current year GASB 34 presentations |
| Analyze capital asset ledgers | Review or updates from preliminary and analyze for impairment | Obtain capital asset documents and update for impairments |
| Contracts and agreements | Analyze agreements | Test schedules of agreements |
| Journal entries and post-closing | Look for proper accruals and revenue payments | Look at selected billings and revenue agreements |
| Risk Management | Determine coverage | Confirm balances and analyze for proper accruals as necessary |
| Cost allocations | Internal service allocation propriety | Discuss and analyze internal service cost allocations |
| Allocation agreements | Ensure agreement compliance | Analyze allocations as necessary from client calculations and documents |
| Obtain OPEB and PERS documents | Review for any needed updates, GASB 68 and GASB 75 | Read documents and necessary update |
| Bond agreements | Bond compliance | Test bond compliance and obtain bond ratings |
| Contributions | Compliance | Analyze significant contributions for compliance |
| Third party letters | Independent verification of accounts | Match to year-end books and records and reconcile to accounts |
| None | Ensure proper audit process | Hold timely status meetings with the client |
| Adjusting entries, and any possible management points | Obtain client agreement | Post as necessary with client |
| None | Compliance with contract and governance | Attend finance and board meetings |
| MD&A, prepare financials, reports and supplementary information | Ensure documents match, are consistent and appropriately completed | Read MD&A, prepare financials, reports and read supplementary information |

The year-end fieldwork should be completed no later than October 16th.

The *Governmental Accounting, Auditing and Financial Reporting* (GAAFR), issued by the Government Finance Officers Association (the "Blue Book") and other GFOA publications are often used as additional tools when preparing and reviewing the financial statements of our governmental clients. The firm has and uses its extensive library of current AICPA, GFOA, and GASB publications and pronouncements.

CITY OF HUGHSON
STATEMENT OF QUALIFICATIONS

SPECIFIC AUDIT APPROACH (CONTINUED)

As part of our audit engagements, we issue our clients management letters if we note certain observations or recommendations that we feel need to be disclosed. Our firm's philosophy regarding the management letter is that the management letter is to help management improve its internal control and accounting procedures and not to criticize the management in charge. This is why we present our management letters to management in draft form for open discussion prior to issuance.

The workpapers for this engagement are the property of Moss, Levy & Hartzheim, LLP and constitute confidential information. However, we may be requested to make certain workpapers available to a Cognizant Agency pursuant to authority given to it by law or regulation. If requested, access to such workpapers will be provided under the supervision of Moss, Levy & Hartzheim, LLP's personnel. Furthermore, upon request we may provide photocopies of selected workpapers to the Cognizant Agency. The Cognizant Agency may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The workpapers and related audit reports for this engagement will be retained for a minimum of seven (7) years after the date the auditor's report is issued or for any additional period requested by the parties designated by the Federal or State government or by the City for audit. If we are aware that the auditee is contesting an audit finding, we will contact the auditee for guidance prior to destroying the workpapers.

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

We do not anticipate any potential problems for this engagement, minimal assistance of the City's staff is required during the course of the audit; however, we do ask that the City provide the following: cooperation in answering questions, requested confirmations, bank reconciliations, a general ledger, and other miscellaneous items.

Minimal assistance of the City's staff is required during the course of the audit; however, we do ask that the City provide the following: cooperation in answering questions, requested confirmations, bank reconciliations, a general ledger, and other miscellaneous items.

**CITY OF HUGHSON
STATEMENT OF QUALIFICATIONS**

DISCUSSION OF RELEVANT ACCOUNTING ISSUES

During the City's audit(s), we will ensure the City is implementing any of the following or newer Accounting Pronouncements, in accordance with the Governmental Accounting Standards:

GASB Statements listed below will be implemented in future financial statements:

| | | |
|------------------|---|--|
| Statement No. 75 | "Post Employment Benefits Other Than Pensions" | The provision of this statement is effective for fiscal years beginning after June 15, 2017. |
| Statement No. 83 | "Certain Asset Retirement Obligations" | The provision of this statement is effective for fiscal years beginning after June 15, 2018. |
| Statement No. 84 | "Fiduciary Activities" | The provision of this statement is effective for fiscal years beginning after December 15, 2018. |
| Statement No. 87 | "Leases" | The provision of this statement is effective for fiscal years beginning after December 15, 2019. |
| Statement No. 88 | "Certain Disclosure Related to Debt, including Direct Borrowings and Direct Placements" | The provision of this statement is effective for fiscal years beginning after June 15, 2018. |
| Statement No. 89 | "Accounting for Interest Cost Incurred before the End of a Construction Period" | The provision of this statement is effective for fiscal years beginning after December 15, 2019. |
| Statement No. 90 | "Majority Equity Interest-an Amendment of GASB Statements No. 14 and No. 61" | The provision of this statement is effective for fiscal years beginning after December 15, 2018. |

Please note that some of these GASB Statements previously mentioned will be in effect by the time we enter into a contract for audit services.

Moss, Levy & Hartzheim, LLP will perform the audit work within the specified time period, pending no unforeseen circumstances which the City imposes on our work.

Our firm agrees and will comply with all of the requirements stipulated in the sample Contract for Professional Services.

Under penalties of perjury, I declare that I am an authorized signer and that there are no and have never been any financial interests between any officials or employees of the City of Hughson and Moss, Levy & Hartzheim, LLP.

Respectfully submitted,

Craig A. Hartzheim, CPA
Partner

Moss, Levy & Hartzheim, LLP is an Equal Opportunity Employer

CITY OF HUGHSON
APPENDIX A - CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|--|
| PRODUCER RIC INSURANCE GENERAL AGENCY PO BOX 12279 SANTA ROSA, CA 95408 (888) 661-3938 | | CONTACT NAME: PHONE (AC, Ho, Ext): (888) 661-3938 FAX (AC, Ho): (877) 972-7804 E-MAIL ADDRESS: service.center@travelers.com | |
| INSURED MOSS, LEVY & HARTZHEIM, LLP 5800 HANNUM AVE STE E CULVER CITY, CA 90230 | | INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA INSURER B: TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 3969446470270 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSTR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | SUBROGATION | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-----------|---|--------------------|-------------|-----------------|-------------------------|-------------------------|--|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | 680-8G690184-19 | 03/05/2019 | 03/05/2020 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPROP AGG \$4,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BA-8L534181-19 | 03/05/2019 | 03/05/2020 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> CED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | CUP-8G682478-19 | 03/05/2019 | 03/05/2020 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | UB-3K867175-19 | 03/05/2019 | 03/05/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH. FR E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| B | PRINTERS ERRORS AND OMISSIONS | | | 680-8G690184-19 | 03/05/2019 | 03/05/2020 | \$500 \$1,000,000 |
| B | HIRED PO - COLL | | | BA-8L534181-19 | 03/05/2019 | 03/05/2020 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

COUNTY OF LOS ANGELES
ATTN: CINDY LEE
DEPARTMENT OF AUDITOR-CONTROLLER
500 W. TEMPLE ST., ROOM 410
LOS ANGELES, CA 90012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Kelleher

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ACORD 25 (2016/03)

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CITY OF HUGHSON

APPENDIX B – CURRENT AND/OR RECENTLY COMPLETED GOVERNMENTAL AUDITS

CITIES AND REDEVELOPMENT AGENCIES

Adelanto, CA
Arcadia, CA
Arroyo Grande, CA
Atascadero, CA
Buellton, CA
Calabasas, CA
California City, CA
Carmel-by-the-Sea, CA
Covina, CA
Culver City, CA
Dinuba, CA
Duarte, CA
El Centro, CA
Eureka, CA
Greenfield, CA
Grover Beach, CA
Holtville, CA
Hughson, CA
Indio, CA
La Cañada Flintridge, CA
La Habra Heights, CA
La Mirada, CA
Los Alamitos, CA
Morgan Hill, CA
Ojai, CA
Paso Robles, CA
Santa Maria, CA
Signal Hill, CA
South Pasadena, CA
Taft, CA
Watsonville, CA
Westlake Village, CA
Windsor, CA
Yorba Linda, CA
Yuba City, CA

PUBLIC FINANCING AUTHORITIES

The majority of our Municipalities issue debt and do so through an established Public Financing Authority.

OTHER SCHOOL ENTITIES

Academia Semillas del Pueblo Charter School
Albert Einstein Academy
Antelope Valley Schools Transportation District
Bright Star Secondary Charter Academy
East Bay Regional Occupational Program
Carr Academy of Mathematics and Entrepreneurial Studies
Pacoima Charter School
Santa Ynez Valley Charter School
The Accelerated Schools
Southern California Regional Occupational Center
Stella Middle Charter Academy
Synergy Charter Academy
Tri-Valley Regional Occupational Program

SCHOOL DISTRICTS

Acton-Agua Dulce Unified School District
Ballard School District
Bellflower Unified School District
Beverly Hills Unified School District
Blochman Union School District
Bradley Elementary School District
Buellton Union School District
Calaveras County Schools
Calexico Unified School District
Calipatria Unified School District
Carpinteria Unified School District
Casmalia School District
Castaic Union School District
Cayucos Elementary School District
Coast Unified School District
Cold Springs School District
College Elementary School District
Eastside School District
El Segundo Unified School District
Garvey School District
Goleta Union School District
Graves School District
Heber School District
Hughes-Elizabeth Lakes Union School District
Keppel Union School District
Lancaster School District
Magnolia Union School District
Manhattan Beach Unified School District
Mark Twain Union Elementary School District
Meadows Union School District
Mission School District
Monrovia Unified School District
Montecito Union School District
Mulberry School District
Novato Unified School District
Orcutt Union School District
Pacific Unified School District
Pacoima Charter School
Palmdale School District
Pleasant Valley Union School District
Rosemead School District
San Ardo Elementary School District
San Lucas School District
San Miguel Joint Union School District
Santa Maria Joint Union High School District
Santa Monica-Malibu Unified School District
Shandon Unified School District
Solvang Elementary School District
Temple City Unified School District
Torrance Unified School District
Vallecito Union School District
Westmoreland Elementary School District
Wilsona School District

CITY OF HUGHSON

APPENDIX B – CURRENT AND/OR RECENTLY COMPLETED GOVERNMENTAL AUDITS

COUNTIES

Los Angeles County, CA (Master List)
San Diego County, CA (Master List)

SANITATION DISTRICTS

Carpinteria Sanitation District, CA
Cayucos Sanitation District, CA
County Sanitation Districts of Los Angeles County, CA
- All 25 Districts
Encina Wastewater Authority, CA
Montecito Sanitation District, CA
Orange County Sanitation District, CA - Internal Audits
Ross Valley Sanitary District, CA
Triunfo Sanitation District, CA

UTILITY DISTRICTS

Georgetown Divide Public Utility District

WATER/IRRIGATION DISTRICTS

Aldercroft Heights County Water District, CA
Foothill Municipal Water District, CA
Main San Gabriel Basin Watermaster, CA
Marina Water District, CA
North Marin Water District, CA
Sweetwater Springs Water District, CA
Valley County Water District, CA
Valley of the Moon Water District, CA

AMBULANCE SERVICES DISTRICT

Cambria Community Healthcare District
North Coast Emergency Medical Services

CEMETERY DISTRICTS

Arroyo Grande Cemetery District, CA
Atascadero Cemetery District, CA
Gridley-Biggs Cemetery District, CA
San Miguel Cemetery District, CA
Santa Maria Cemetery District, CA

COMMUNITY SERVICES DISTRICTS

Cambria Community Services District, CA
Cuyama Community Services District, CA
Groveland Community Services District, CA
Heritage Ranch Community Services District, CA
Los Alamos Community Services District, CA
Nice Community Services District, CA
Rancho Murieta Community Services District, CA
Santa Ynez Community Services District, CA
Vandenberg Village Community Services District, CA

RECREATION AND PARK DISTRICTS

Conejo Recreation and Park District, CA
Isla Vista Recreation and Park District, CA
Mountains Recreation and Conservation Authority, CA
Rancho Simi Recreation and Park District, CA
Hayward Recreation and Park District, CA

BUILDING AUTHORITY

County of San Diego Regional Building Authority, CA

FIRE PROTECTION DISTRICTS

Cayucos Fire Protection District, CA
Lakeport Fire Protection District, CA
Orcutt Fire Protection District, CA

OTHER DISTRICTS

Beach Cities Health District
County of San Diego Emergency Services Organization
County of San Diego First 5 Commission
County of San Diego In-Home Supportive Services
Public Authority
County of San Diego Health and Human Services Agency
Child Development Program Grant
County of San Diego MIOCR Grant
County of San Diego RLETC Grant
County of Los Angeles Delta Sigma Theta, Head Start
Program, Inc.
County of San Diego DA Office of Auto Ins. Fraud
Grant, Urban Auto Fraud Grant, WC Ins Fraud Grant
Los Angeles County Flood Control District
Marin/Sonoma Mosquito and Vector Control District
Peninsula Health Care District
San Diego Geographic Information Source
Tracy Area Public Facilities Financing Agency
West Contra Costa Integrated Waste Management
Authority

TRANSPORTATION DEVELOPMENT ACT

Arroyo Grande, CA
Brawley, CA
Calexico, CA
El Centro, CA
Grover Beach, CA
Holtville, CA
Paso Robles, CA
San Luis Obispo County and Cities Area Planning
Council:
Local Transportation Fund
State Transit Assistance Fund
South County Area Transit, CA
South County/San Luis Obispo Transit, CA
Transportation Agency for Monterey County, CA
Transportation Authority of Marin
Association of Monterey Bay Area Governments
Santa Cruz Regional Transportation Commission

TRANSIENT OCCUPANCY TAX AUDITS

Represented the following municipalities and/or counties
in the audit of the hotel "bed tax" records:

| | |
|-------------------|----------------------|
| Arroyo Grande, CA | Pismo Beach, CA |
| Bellflower, CA | Santa Maria, CA |
| Bishop, CA | South Lake Tahoe, CA |
| Calexico, CA | Whittier, CA |
| Carmel, CA | Ojai, CA |

CITY OF HUGHSON
APPENDIX D – RESUMES

Ron A. Levy, C.P.A. – Partner
License No. 33490

- California licensed C.P.A. with 40 years of audit experience with governmental and non-profit entities
- Technical partner (concurring) in charge of all governmental and non-profit audits, currently including 38 municipal audits, 75 special district audits, and 35 school district and related audits
- Has assisted governmental clients with year-end closing, key position interviews, preparation of award winning CAFRs, and preparation of State Controller's Reports
- Has met or exceeded all continuing education requirements, including recent courses in the following:

2019, 2018, and 2017 Governmental Accounting Conference

2019, 2018, and 2017 School District Conference

GASB 34 Training Seminars

Planning a Governmental Audit Engagement

Auditor's Reports on Audits of Local Governments

Governmental Accounting Update

Audits of State and Local Governments

Compliance Auditing, Auditing Sampling, and Concluding the Audit

The Single Audit Act

- Member of the following:

American Institute of Certified Public Accountants

California Society of Municipal Finance Officers

California Society of Certified Public Accountants

California Association of School Business Officials

Kiwanis Club

- Bachelor of Science degree from Oregon State University, was conferred in 1977
- Taught accounting courses at a branch of La Verne College and Chapman College
- Knowledgeable in all areas of tax law including non-profit tax issues

CITY OF HUGHSON
APPENDIX D – RESUMES

Craig A. Hartzheim, C.P.A. – Partner
License No. 58792

- California licensed C.P.A. with 35 years of audit experience with governmental, non-profit, and commercial entities
- Engagement partner for governmental and non-profit audits (Culver City office) including 15 municipal audits, 40 special district audits (including Los Angeles County Flood Control District and the County Sanitation Districts of Los Angeles County), and 12 school districts and related audits
- Has assisted governmental clients with year-end closings, key position interviews, preparation of award winning CAFRs, and preparation of State Controller's Reports
- Has met or exceeded all continuing education requirements including recent courses in the following:

2019, 2018, and 2017 Governmental Accounting Conference
2019, 2018, and 2017 School District Conference
Single Audits of Governmental Entities
Preparing Governmental Financial Statements
Yellow Book, Government Auditing Standards
GAAS Guide
Other Comprehensive Basis of Accounting (OCBOA) Statements
Audit Standards update
Implementing SAS 112 and 114
Fraud in Audits
Auditing update

- Bachelor of Science degree in Accounting from Marquette University, was conferred in 1982
- Member of the following:

American Institute of Certified Public Accountants
California Society of Certified Public Accountants

- Knowledgeable in all areas of tax law including non-profit and payroll tax issues

CITY OF HUGHSON
APPENDIX D – RESUMES

Hadley Y. Hui, C.P.A. – Partner
License No. 81093

- California licensed C.P.A. with 20 years of audit experience with governmental, non-profit, and commercial entities
- Partner in charge of 10 municipal audits, 26 special district audits, 8 special audits for the County of San Diego, and 20 school districts and related audits
- Supervisor for the CSS and DPSS Monitoring Projects for Los Angeles County
- Has met or exceeded all continuing education requirements including recent courses in the following:

2019, 2018, and 2017 Governmental Accounting Conference
2019, 2018, and 2017 School District Conference
Fraud in Audits
Risk-Based Auditing Part 1, Part 2
Accounting and Auditing Update
Guide to Auditing Control Course 1, Course 2

- Extensive knowledge of database systems, networking, and various accounting software
- Bachelor of Arts degree in Economics with a minor in Accounting from University of California – Los Angeles, was conferred in 1997
- Member of the following:

American Institute of Certified Public Accountants
California Society of Certified Public Accountants

- Knowledgeable in all areas of tax law including non-profit and payroll tax issues

CITY OF HUGHSON
APPENDIX D – RESUMES

Bin Zeng – Manager

- Auditor with 10 years of audit experience with governmental and commercial entities
- Auditor for 9 municipal audits and 12 special district audits
- Has met or exceeded all continuing education requirements including recent courses in the following:

2019, 2018, and 2017 Governmental Accounting Conference
2019, 2018, and 2017 School District Conference
2019, 2018, and 2017 Accounting and Auditing Standards Update: Risk Assessment Standards
2019 Advanced Audit Standards Workshop: Understanding Risk Assessment
2019, 2018, and 2017 GAAS Update
Auditors' Responsibilities for Detection of Fraud
Internal Control and Fraud in Governmental Engagements
Government Auditing Standards – Yellow Book
Implementing SAS 112 & 114
Advanced Fraud Techniques
Grants Management

- Bachelor of Arts degree in Business Economics from the University of California – Los Angeles, was conferred in 2007

Cody Hartzheim – Senior Accountant

- Auditor with 6 years of audit experience with governmental, non-profit, and commercial entities
- Auditor for 10 municipal audits and 6 school district audits
- Has met or exceeded all continuing education requirements including recent courses in the following:

2019, 2018, and 2017 Governmental Accounting Conference
2019, 2018, and 2017 School District Conference
2019, 2018, and 2017 Accounting and Auditing Standards Update: Risk Assessment Standards
2019 Advanced Audit Standards Workshop: Understanding Risk Assessment
2019, 2018, and 2017 GAAS Update

- Bachelor of Science in Accounting and Finance from Marquette University, was conferred in 2014

CITY OF HUGHSON
APPENDIX D – RESUMES

Israel Morel – Staff Accountant

- Auditor with 6 years of audit experience with governmental, non-profit, and commercial entities
- Auditor for 9 municipal audits and 10 school district audits
- Has met or exceeded all continuing education requirements including recent courses in the following:

2019, 2018, and 2017 Governmental Accounting Conference
2019, 2018, and 2017 School District Conference

- Bachelor of Science in Business Administration with emphasis in accounting from California State University – Dominguez Hills, was conferred in 2013

Susan Chin – Staff Accountant

- Auditor with 10 years of audit experience with governmental, non-profit, and commercial entities
- Auditor for 14 municipal audits, 2 special district audits, and 9 school district audits
- Staff accountant for the Los Angeles County DMH Monitoring Projects
- Has met or exceeded all continuing education requirements including recent courses in the following:

2019, 2018, and 2017 Governmental Accounting Conference
2019, 2018, and 2017 School District Conference
Government Auditing Standards – Yellow Book

- Bachelor's degree from University of California – Los Angeles, was conferred in 1992

Kristell Villacorta – Staff Accountant

- Auditor with 3 years of audit experience with governmental, school districts and commercial entities
- Auditor for 6 municipal audits, 6 school district audits
- Has met or exceeded all continuing education requirements including recent courses in the following:

2019 and 2018 Governmental Accounting Conference
2019 and 2018 School District Conference
Government Auditing Standards – Yellow Book

- Bachelor of Arts in Business Administration with emphasis in Accounting from California State University – Fullerton, was conferred in 2014

CITY OF HUGHSON
APPENDIX D – RESUMES

David Ortiz – Computer Specialist

- Auditor with 22 years of audit experience with governmental and commercial entities
- Computer specialist – with emphasis in fund accounting software
- Extensive knowledge of database systems, networking, and accounting software
- Bachelor of Science degree in Business Administration with an emphasis in Accounting from California Polytechnic State University, San Luis Obispo, was conferred in 2000

CITY OF HUGHSON
APPENDIX E – REFERENCES

CITY OF EUREKA

Audit of basic financial statements, Single Audit Report, GASB 34
2012 to Present
Engagement Partner – Craig A. Hartzheim, CPA
Contact: Ian Miller (707) 441-4144
531 K Street, Eureka, CA 95501

CITY OF LAGUNA HILLS

Audit of basic financial statements, Single Audit Report, GASB 34
Prepared City's State Controller's Report, and review of the City's GAAN Limit
2009 to 2015
Engagement Partner – Craig A. Hartzheim, CPA
Contact: Janice Mateo-Reyes (949) 707-2623
24035 El Toro Road, Laguna Hills CA 92653

CITY OF HEALDSBURG

Audit of basic financial statements, GASB 34, Single Audit, GANN Limit
Present
Engagement Partner – Craig A. Hartzheim, CPA
Contact: Heather Ippolito, Finance Director
(707) 431-3570

CITY OF BELLFLOWER

Audit of basic financial statements, Single Audit Report, GASB 34
2000- 2012, 2017 – Present
Engagement Partner – Craig A. Hartzheim, CPA
Contact: Tae Rhee (562) 804-1424
16600 Civic Center Dr, Bellflower, CA 90706

CITY OF LA MIRADA

Audit of basic financial statements, GASB 34
Prepared City's State Controller's Report, and review of the City's GAAN Limit
2016 to Present
Engagement Partner – Craig A. Hartzheim, CPA
Contact: Melissa Pascual (562) 943-0131
13700 La Mirada Boulevard, La Mirada, CA 90638

CITY OF ARCADIA

Audit of basic financial statements, former Redevelopment Agency, GASB 34
2015 to Present
Engagement Partner – Hadley Y. Hui, CPA
Contact: Henry Chen, (626) 574-5426
240 West Huntington Drive, Arcadia, CA 91007

CITY OF CALABASAS

Audit of basic financial statements, Single Audit Report,
and preparation of State Controller's Report, GANN Limit
2004 – Present
Engagement Partner – Craig A. Hartzheim, CPA
Contact: Dr. Gary J. Lysik (818) 224-1600
100 Civic Center Way, Calabasas, CA 91302

CITY OF HUGHSON

APPENDIX F – SEGMENTATION AND BUDGETED HOURS BY SEGMENT

| <u>AUDIT SEGMENTS</u> | <u>Estimated Hours</u> | | | | | <u>Total</u> |
|---|-------------------------------|---------------------|--------------------------------------|-----------------------|-----------------------|---------------------|
| | <u>Clerical</u> | <u>Staff</u> | <u>Supervising Senior</u> | <u>Manager</u> | <u>Partner</u> | |
| Planning | | 4 | 8 | 12 | 4 | 28 |
| Risk Assessment | | 4 | 8 | 8 | 4 | 24 |
| Audit Conferences (Preliminary, Progress, and Exit) | | | | 8 | 4 | 12 |
| Correspondence | 2 | 4 | | | | 6 |
| Review/Documentation of Internal Controls: | | | | | | |
| Documentation of systems | | 6 | 12 | 6 | | 24 |
| Testing of systems | | 6 | 12 | 6 | | 24 |
| Compliance Testing (including single audit) | | 6 | 12 | 10 | | 28 |
| Year End Balances Testing | | 20 | 28 | 8 | 2 | 58 |
| Revenue and Expense Analysis (Analytical Procedures) | | 20 | 20 | 8 | 2 | 50 |
| Preparation, Review, and Findings | 5 | 15 | 20 | 24 | 9 | 73 |
| GRAND TOTAL | 7 | 85 | 120 | 90 | 25 | 327 |

Exhibit B

CITY OF HUGHSON

COST PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

**For the Fiscal Years Ending June 30, 2020, 2021, and 2022
(Optional Fiscal Years Ending June 30, 2023, and 2024)**

Submitted By:

Moss, Levy & Hartzheim, LLP
5800 Hannum Avenue, Suite E
Culver City, California 90230
Phone: (310) 670-2745
Fax: (310) 670-1689
CA License No. 6998

Email: mlhbh@mlhcpas.com

Website: www.mlhcpas.com

Submitted On:

February 28, 2020

Contact Person:

Craig A. Hartzheim, CPA: Partner
Ron A. Levy, CPA: Partner
Hadley Y. Hui, CPA: Partner

TOTAL ALL-INCLUSIVE MAXIMUM PRICE

| Classification | Quoted Rates | Estimated Hours | Fiscal Years | | | | |
|---------------------|---------------------|-----------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | | | 2019-20 | 2020-21 | 2021-22 | Optional | |
| | | | | | | 2022-23 | 2023-24 |
| Partner | \$ 175 | 25 | \$ 4,375 | \$ 4,419 | \$ 4,463 | \$ 4,508 | \$ 4,554 |
| Manager | 135 | 90 | 12,150 | 12,272 | 12,395 | 12,519 | 12,644 |
| Senior | 115 | 120 | 13,800 | 13,938 | 14,077 | 14,218 | 14,360 |
| Staff | 90 | 85 | 7,650 | 7,727 | 7,804 | 7,882 | 7,961 |
| Clerical | 60 | 7 | 420 | 424 | 428 | 432 | 436 |
| Grand Totals | Grand Totals | 327 | \$ 38,395 | \$ 38,780 | \$ 39,167 | \$ 39,559 | \$ 39,955 |
| Discount | | | \$ (2,975) | \$ (3,182) | \$ (3,443) | \$ (3,710) | \$ (3,978) |
| Total | | | \$ 35,420 | \$ 35,598 | \$ 35,724 | \$ 35,849 | \$ 35,977 |

| Classification | Fiscal Years | | | | |
|---------------------|------------------|------------------|------------------|------------------|------------------|
| | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 |
| Audit Fee | \$ 32,220 | \$ 32,378 | \$ 32,484 | \$ 32,584 | \$ 32,682 |
| SCO Reports | \$ 450 | \$ 465 | \$ 480 | \$ 500 | \$ 525 |
| Single Audit ** | \$ 2,750 | \$ 2,755 | \$ 2,760 | \$ 2,765 | \$ 2,770 |
| Grand Totals | \$ 35,420 | \$ 35,598 | \$ 35,724 | \$ 35,849 | \$ 35,977 |

**Single Audit may not occur in every year of the contract term; we have priced one major program to test in this fee. It is subject to the City's expending of current federal awards granted and any new awards received and expended in future years. Therefore, a single audit with an additional major program required to be tested will be \$2,500 per additional program, if necessary. If no Single Audit is necessary, please subtract this amount.

DISCOUNT

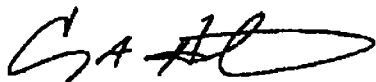
Due to the current economic environment, Moss, Levy & Hartzheim, LLP has accepted the fact that in order for government entities to survive some of the revenue cutbacks, contractors will need to reassess their hourly fees or total estimate of costs. Therefore, we are reducing our blended hourly rate and maximum fee to assist the City in these challenging economic times.

MANNER OF PAYMENT

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's proposal. Interim billings shall cover a period of not less than one calendar month.

I, the undersigned, certify I am duly authorized to represent the above-named firm and am empowered to submit this bid. In addition, I certify I am authorized to contract with the City of Cotati on behalf of the above-named firm.

| | | |
|-------------------------|---------|-------------------|
| Craig A. Hartzheim, CPA | Partner | February 28, 2020 |
| Name | Title | Date |



Signature

Moss, Levy & Hartzheim, LLP is an Equal Opportunity Employer

RATES FOR ADDITIONAL PROFESSIONAL SERVICES

Our firm is always willing to perform additional work, as long this does not impede our independence as the City's Auditors.

| Classification | Standard Hourly Rate | <u>Quoted Hourly Rates</u> | | | | |
|-------------------------------|-------------------------|-----------------------------------|---------|---------|-----------------------------|---------|
| | | Fiscal Years | | | Optional (Fiscal Years) | |
| | | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 |
| Partner | \$ 225 | \$ 175 | \$ 176 | \$ 177 | \$ 178 | \$ 179 |
| Manager | \$ 175 | \$ 135 | \$ 136 | \$ 137 | \$ 138 | \$ 139 |
| In-Charge (Supervisor/Senior) | \$ 155 | \$ 115 | \$ 116 | \$ 117 | \$ 118 | \$ 119 |
| Staff | \$ 125 | \$ 90 | \$ 91 | \$ 92 | \$ 93 | \$ 94 |
| Clerical | \$ 75 | \$ 60 | \$ 61 | \$ 62 | \$ 63 | \$ 64 |

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-24

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

WHEREAS, on July 15, 2016 the City and Gilton Solid Waste Management, Inc., entered into an agreement ("Agreement") for Street Sweeping Services as well as after event sweeping services and emergency sweeping services; and

WHEREAS, on July 8, 2019, the parties executed a First Amendment to the Agreement to extend the term of the Agreement by one year, expiring on July 14, 2020; and

WHEREAS, the parties to the Agreement wish to extend the Agreement for an additional year at the current Rate without providing an annual CPI inflator to the terms of the Agreement; and

WHEREAS, the current Rate is \$22,186.13 plus \$92.25 per hour for after event sweeping and \$128.13 per hour in emergency sweeping; and

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

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

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 8TH day of June 2020 by the following roll call votes:

>
>
>
>
>

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

NOES: NONE.


ABSTENTIONS: NONE.

ABSENT: NONE.



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ACCEPTING
THE PUBLIC IMPROVEMENTS FOR THE EUCLID SOUTH SUBDIVISION**

WHEREAS, the City Council of the City of Hughson seeks to provide for the public good through the installation of public improvements; and

WHEREAS, at its regularly scheduled meeting on January 8, 2007, the Hughson City Council adopted Ordinance No. 06-15 approving a Vesting Tentative Subdivision Map and Development Agreement between the City of Hughson and Florsheim Homes for the development known as Euclid South for 69 single-family homes; and

WHEREAS, on November 27, 2017, the City Council amended the Development Agreement and extended the term until November 21, 2021; and

WHEREAS, the developers of the Euclid South Subdivision have offered public improvements offered for dedication to the public for public use, all public utility easements, all street right-of-ways (drives, Ways, Places, Lanes, and courts), and all other dedications as shown on the exterior boundary of the land being divided on the Final Map approved by the City Council on March 9, 2020; and

WHEREAS, the City's inspection consultants have determined the public improvements have been properly made and have recommended acceptance.

NOW THEREFORE BE IT RESOLVED that the Hughson City Council hereby accepts the dedication of the public improvements identified in the approved public improvement plans, consistent with the project conditions of approval and Development Agreement for the Euclid South Subdivision.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 8th day of June 2020 by the following roll call votes:

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

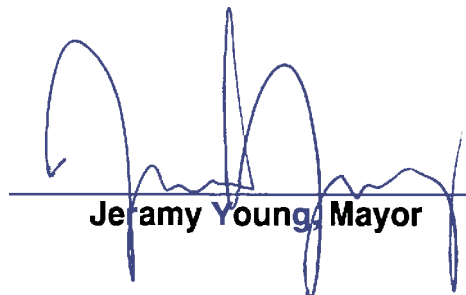
NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



ASHTON GOSE, Deputy City Clerk


Jeremy Young, Mayor

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ACCEPTING
THE SANTA FE OVERLAY PROJECT (PHASE 2) AND AUTHORIZING THE CITY
CLERK TO FILE A NOTICE OF COMPLETION**

WHEREAS, at its regularly scheduled meeting of February 10, 2020, the Hughson City Council awarded a contract for the Santa Fe Overlay Project (Phase 2) to the lowest responsible bidder, Tom Mayo Construction Inc., in the amount of \$325,955. The City Council authorized a 10% construction contingency and a 10% set-aside for construction management; and

WHEREAS, the Santa Fe Overlay Project (Phase 2) consisted of widening Santa Fe Avenue to 28 feet and grinding/milling the existing roadway 0.15" deep and applying an overlay of asphalt concrete, type A (1/4" design mix) at a depth of 3"; and

WHEREAS, the work performed by Tom Mayo Construction, Inc. has been inspected and found to be complete and in compliance with the scope and specifications of the project.

NOW THEREFORE BE IT RESOLVED that the Hughson City Council hereby accepts the Santa Fe Overlay Project (Phase 2) and authorizes the City Clerk to File a Notice of Completion with the Stanislaus County Clerk-Recorder.

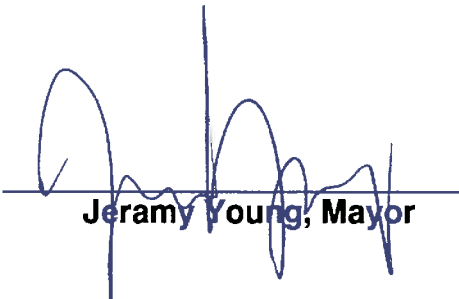
PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 8th day of June by the following roll call votes:

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.


Jeramy Young, Mayor


ASHTON GOSE, Deputy City Clerk

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION 2020-27

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
AUTHORIZING THE CITY MANAGER TO EXECUTE AN ANNUAL FUNDING
AGREEMENT WITH THE CITY OF TURLOCK/STANISLAUS COUNTY HOME
CONSORTIUM DESIGNATING THE CITY OF HUGHSON AS A SUBRECIPIENT
OF HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS FOR FISCAL
YEAR 2020-2021**

WHEREAS, the City of Hughson has rejoined as a member of the City of Turlock/Stanislaus County HOME Consortium along with the other Urban County cities of Ceres, Newman, Oakdale, Patterson, and Waterford; and

WHEREAS, the City of Turlock is the designated lead agency who administers and distributes awarded funds to its members for the purpose of providing local HOME-eligible housing activities and,

WHEREAS, the City of Hughson is required to enter into an annual agreement with the City of Turlock/Stanislaus County HOME Consortium to be designated as a subrecipient of HOME funds on an annual basis; and

WHEREAS, the City of Hughson's allocation of HOME funds is \$151,972.00 with \$2,500 of these funds available for administrative purposes for the 2020-2021 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hughson authorizes the City Manager to execute an Annual Funding agreement with the City of Turlock/Stanislaus County HOME Consortium designating the City of Hughson as a subrecipient of HOME Investment Partnership Program Funds for Fiscal Year 2020-2021.

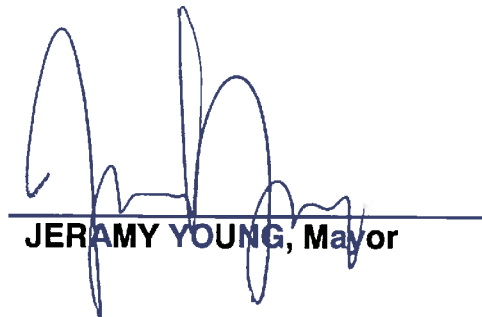
PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 8th day of June 2020, by the following vote:

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-28

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
SETTING THE APPROPRIATIONS LIMIT FOR THE
FISCAL YEAR 2020-2021**

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

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

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

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

1. The adjustment factor shall be based on either the City's population or the County's population change, whichever is higher, to determine the appropriations limit for the fiscal year 2020-2021.
2. Said appropriations limit for fiscal year 2020-2021 is \$3,699,482, and the total appropriations subject to limitation are \$2,248,731.
3. In the computation of such limitation, the price factor used is the percentage change in California per capita personal income over the prior year, 3.73%.
4. In the computation of such limitation, the population factor used is the percentage change in the City of Hughson's population over the prior year, or 0.91%.

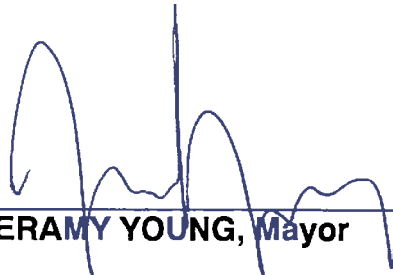
PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 22nd day of June 2020 by the following roll call votes:

AYES: COUNCILMEMBER BAWANAN, BUCK, HILL

NOES: NONE.


ABSTENTIONS: NONE.

ABSENT: MAYOR YOUNG, CARR



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
APPROVING SUBMISSION TO THE VOTERS A QUESTION RELATING TO THE
TERM OF OFFICE FOR THE MAYOR'S POSITION AND REQUESTING
CONSOLIDATION OF THE MEASURE WITH STANISLAUS COUNTY**

WHEREAS, the City Council of the City of Hughson consists of four council members and a separately elected mayor; and

WHEREAS, Hughson city council members are elected to a four-year term, while the mayor is elected to a two-year term; and

WHEREAS, Government Code Section 34900 authorizes the City Council to submit to the voters a question of whether an elected mayor should serve a two-year term or a four-year term; and

WHEREAS, as set forth in Elections Code Section 10403, on April 27, 2020 the City Council of the City of Hughson adopted Resolution No. 2020-16, calling and giving notice of the holding of a General Municipal Election on Tuesday, November 3, 2020, for the election of certain officers as required by the provisions of the laws of the State of California relating to general law cities and requesting consolidation of the election with Stanislaus County; and

WHEREAS, to promote stability and equality among all voting members of the City Council, the City Council finds and determines that, with voter approval, the elected term of the mayor should be changed from a two-year term to a four-year term, effective at the next succeeding general municipal election.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby declare, determine, and order as follows:

1. That pursuant to the requirements of section 10403 of the California Elections Code, the Board of Supervisors of the County of Stanislaus is hereby requested to consent and agree to the consolidation of a Municipal Measure with the Statewide General Election on Tuesday, November 3, 2020, for the purpose of submitting to the voters of the City of Hughson a question to change the term of office for the mayor from a two-year term to a four-year term, effective at the next succeeding general municipal election; and

2. That the measure to appear on the ballot is as follows:

| | |
|--|-----|
| Shall the term of office of mayor be four years? | Yes |
| | No |

3. That the vote requirement for the measure to pass is a majority of the votes cast; and
4. That pursuant to section 10002 of the California Elections Code the Board of Supervisors of the County of Stanislaus is requested to issue instructions to the County Election Official to take any and all steps necessary for the holding of the consolidated election; and
5. Pursuant to section 14018 of the Elections Code that the consolidated election shall be held and conducted, election boards appointed, voting precincts designated, candidates nominated, ballots printed, polls opened and closed, voter challenges determined, ballots counted and returned, returns canvassed, results declared, certificates of election issued, recounts conducted, election contests presented, and all other proceedings incidental to and connected with the election shall be regulated and done in accordance with the provisions of law regulating the statewide election; and
6. That the City of Hughson recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for such costs; and
7. That the polls for the election shall open at seven o'clock am (7:00 a.m.) of the day of the election and shall remain open continuously from that time until eight o'clock pm (8:00 p.m.), except as provided in §14401 of the Elections Code of the State of California; and,
8. That in all particulars not recited in this Resolution, the Election shall be held and conducted as provided by law for holding Municipal Elections; and,
9. That Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law; and,
10. That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County Election Division of the County of Stanislaus.

PASSED AND ADOPTED by the City Council of the City of Hughson at a regular meeting held on this 22nd day of June 2020, by the following roll call vote:

AYES: COUNCILMEMBER BAWANAN, BUCK, HILL

NOES: NONE.

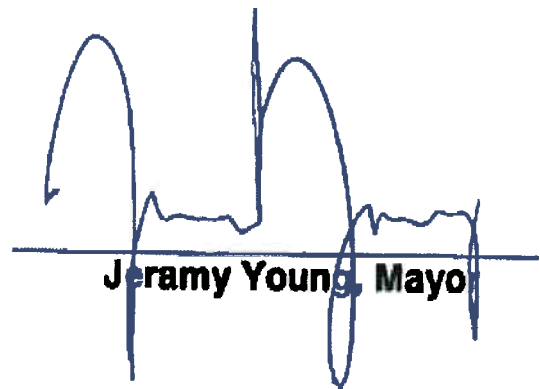
ABSTENTIONS: NONE.

ABSENT: MAYOR YOUNG, CARR

ATTEST:



Ashton Gose, Deputy City Clerk



Jeremy Young, Mayor

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS RELATING TO A
MEASURE TO ADOPT AN ORDINANCE TO CHANGE THE TERM OF OFFICE FOR
THE MAYOR FROM A TWO-YEAR TERM TO A FOUR-YEAR TERM; AND
DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS FOR
THIS MEASURE**

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a general municipal election is to be held in the City of Hughson, California on November 3, 2020, at which there will be submitted to the voters the following measure relating to a proposed ordinance to change the term of office for the mayor from a two-year term to a four-year term:

| | |
|--|-----|
| Shall the term of office of mayor be four years? | Yes |
| | No |

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby declare, determine, and order as follows:

1. That the City Council authorizes ALL members of the City Council to file written arguments in favor of or against this measure not exceeding 300 words, accompanied by the printed names and signatures of the authors submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California. Any individual voter who is eligible to vote on the measure may file a written argument for or against the measure. The arguments may be changed or withdrawn until and including the date fixed by the City Clerk after which no arguments for or against the City measure may be submitted to the City Clerk. If more than one individual submits written arguments in favor or against this measure, the City Council shall collectively decide which arguments shall be included with the ballot materials.

The arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. Pursuant to Election Code Section 9600, the arguments shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument.

2. That the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure not exceeding 500 words showing the effect of the measure on existing law and the operation of the measure. The impartial analysis for the measure shall be filed by the date set by the City Clerk for the filing of primary arguments.

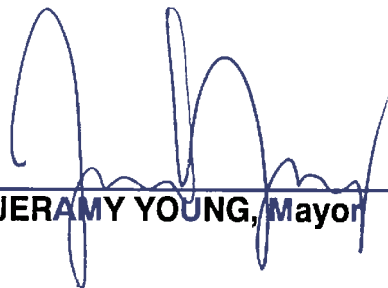
PASSED AND ADOPTED by the City Council of the City of Hughson at a regular meeting held on this 22nd day of June 2020, by the following roll call vote:

AYES: COUNCILMEMBER BAWANAN, BUCK, HILL

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: MAYOR YOUNG, CARR


JEREMY YOUNG, Mayor

ATTEST:


ASHTON GOSE, Deputy City Clerk

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS FOR CITY MEASURES
SUBMITTED AT MUNICIPAL ELECTIONS**

WHEREAS, Section 9285 of the Elections Code authorizes the filing of rebuttal arguments for city measures submitted at municipal elections.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby declare, determine, and order as follows:

1. That pursuant to Section 9285 of the Elections Code of the State of California, when the elections official has obtained the arguments for and against the measure which will be printed and distributed to the voters, the elections official shall send a copy of an argument in favor of the proposition to the authors of any argument against the measure and a copy of an argument against the measure to the authors of any argument in favor of the measure immediately upon receiving the arguments.

The author or a majority of the authors of an argument relating to a city measure may prepare and submit a rebuttal argument not exceeding 250 words or may authorize in writing any other person or persons to prepare, submit or sign the rebuttal argument.

A rebuttal argument may not be signed by more than five authors.

The rebuttal arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers, not more than 10 days after the final date for filing direct arguments. Pursuant to Election Code Section 9600 the rebuttal arguments shall be accompanied by the Form of Statement to be Filed by Author(s) of Argument.

Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut; and

2. That all previous resolutions providing for the filing of rebuttal arguments for City measures are repealed; and

3. That the provisions of Section 1 shall apply only to the election to be held on November 3, 2020 and shall then be repealed.

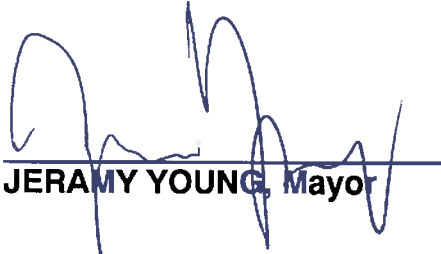
PASSED AND ADOPTED by the City Council of the City of Hughson at a regular meeting held on this 22nd day of June 2020, by the following roll call vote:

AYES: COUNCILMEMBER BAWANAN, BUCK, HILL

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: MAYOR YOUNG, CARR


JEREMY YOUNG, Mayor

ATTEST:


ASHTON GOSE, Deputy City Clerk

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT
PLANNING SUPPORT GRANT PROGRAM FUNDS**

WHEREAS, pursuant to Health and Safety Code 50515 t. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the Hughson City Council desires to submit a LEAP grant application package ("Application"), on the forms provided by the department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

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

SECTION 1. The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the City of Hughson is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$65,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

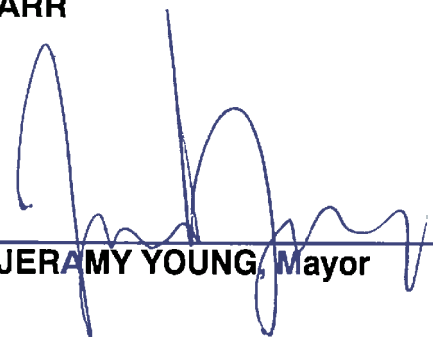
PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 22nd day of June 2020 by the following roll call vote:

AYES: COUNCILMEMBER BAWANAN, BUCK, HILL

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: MAYOR YOUNG, CARR



JEREMY YOUNG, Mayor

ATTEST:



ASHTON GOSE Deputy City Clerk

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION 2020-33

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

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

WHEREAS, in preparation for the expiration of the current MOU, the City's negotiating team began meeting in early 2020 with Labor's negotiating team to initiate discussions; and

WHEREAS, labor negotiations progressed through subsequent months and began to stall when COVID-19 was declared a pandemic on March 11, 2020; and

WHEREAS, City staff and labor negotiators for the City of Hughson Employees Association agreed to work toward a one-year extension of the current MOU.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hughson does hereby approve the Agreement Extending and Amending the Memorandum of Understanding between the City of Hughson and Operating Engineers Local Union No. 3 on behalf of the City of Hughson Employees Association attached hereto as Exhibit "A" and authorizes the City Manager to sign the agreement, inclusive of any final edits by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 22nd day of June 2020, by the following vote:

AYES: COUNCILMEMBER BAWANAN, BUCK, HILL

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: MAYOR YOUNG, CARR

»

»

»



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

EXHIBIT A
AGREEMENT EXTENDING AND AMENDING
MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF HUGHSON AND OPERATING ENGINEERS LOCAL UNION NO. 3 ON
BEHALF OF THE CITY OF HUGHSON EMPLOYEES ASSOCIATION
(July 1, 2020 to June 30, 2021)

The duly authorized representatives of the City of Hughson and the Operating Engineers Local Union No. 3, having met and conferred in good faith, now declare their mutual agreement to extend and amend the provisions of the Memorandum of Understanding dated July 1, 2018 to June 30, 2020 (the "MOU") as follows:

1. The term of the MOU is hereby extended to, and the amendments set forth herein are effective from, July 1, 2020 to June 30, 2021 (the "Extended Term"). (For purposes of convenience only, the specific amendments are double-underlined.)
2. Section 12.D. of the MOU is hereby amended and replaced to read as follows:

D. Longevity

The City shall establish a Longevity Pay Differential above the base rate of pay, as indicated below. A regular employee will be eligible for five percent (5%) longevity pay when they have ten (10) years of service with the City of Hughson, and will receive an additional two and one-half percent (2.5%) when they have fifteen (15) years of service with the City of Hughson, and will receive an additional two and one-half percent (2.5%) when they have twenty (20) years of service with the City of Hughson. Years of service shall be based on total hours of completed continuous service with the City; provided, however, that employees on the date of City Council approval of the MOU amendment who had previously separated from City service for 180 days or less, but who have completed a total of at least ten (10) or more years of combined service or who have completed a total of at least fifteen (15) or more years of combined service or who have completed a total of at least twenty (20) or more years of combined service, shall be eligible to receive the differential.

For purposes of the Longevity Pay Differential only, a year of completed City of Hughson service is defined as 2,080 service hours with the City:

20,800 hours (10 years) = 5%
31,200 hours (15 years) = additional 2.5%
41,600 hours (20 years) = additional 2.5%

The Longevity Pay Differential shall not be considered when determining the appropriate rate of pay for a promotion or demotion.

3. Section 13 of the MOU is hereby amended and replaced to read as follows (including replacing Exhibit A of the MOU with the Exhibit A attached to this Agreement):

SECTION 13. PAY RATES

Pay rates are set forth in Exhibit A attached hereto. The pay schedule for Fiscal Year 2019-2020 shall continue into and for the Extended Term.

4. Section 17-1 is hereby added to the MOU to read as follows:

SECTION 17-1. SPECIAL LEAVE PAY

Employees shall be entitled to twenty-hour (24) hours (i.e. three (3) 8-hour days) of paid special leave which must be used during the Extended Term, i.e., the one-year period ending June 30, 2021. The number of hours of Special Leave Pay shall be prorated for employees hired after the beginning date of the Extended Term. The City Council has discretion to provide additional hours of Special Leave Pay if the City's fiscal situation improves and conditions so warrant.

Any unused hours of Special Leave Pay shall be immediately forfeited and shall not be paid or cashed out upon separation or otherwise. The Union and its member-employees clearly understand and expressly acknowledge that Special Leave Pay is subject to forfeiture (i.e. a strict "use-it-or-lose-it" deadline), and thus knowingly waive any and all rights to the contrary under applicable law.

5. Section 26.B. of the MOU is hereby amended and replaced to read as follows:

B. Bilingual Certification (Accounting Technician I/II, Customer Service Clerk (formerly, Office Assistant I/II), and Planning and Building Assistant only)

Employees who are certified as bilingual in English-Spanish in the spoken word shall receive additional compensation in the amount of one and one-half percent (1.5%) of base pay. Employees who are certified as bilingual in English-Spanish both spoken and written shall receive additional compensation in the amount of two and one-half percent (2.5%) of base pay.

Said certifications shall be determined by the City subject to review and input by the Union. Employees shall be fluent to a level so as to easily communicate with Spanish speaking customers and the public on City business matters.

The maximum incentive pay for bilingual certification that an employee can receive is two and one-half percent (2.5%).

6. All other provisions of the MOU shall remain in full force and effect for the Extended Term.

******Signatures contained on next page******

**For Operating Engineers Local Union No. 3
of the International Union of Operating Engineers, AFL-CIO**

Russ Burns
Business Manager

Date

Carl Goff
President

Date

Dan Reding
Vice-President

Date

James K. Sullivan
Recording-Corresponding Secretary

Date

Jim Neep
Director, Public Employee Division

Date

Darren Semore
Business Representative

Date

For the City of Hughson:

Merry Mayhew
City Manager

Date

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
THE PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING
FOR CONTRACT CITY ENGINEERING SERVICES**

WHEREAS, on December 16, 2019 the City of Hughson released a Request for Statement of Qualifications for contract City Engineering Services; and

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 22nd day of June 2020 by the following roll call vote:

AYES: COUNCILMEMBER BAWANAN, BUCK, HILL

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: MAYOR YOUNG, CARR



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

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

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

RECITALS

WHEREAS, the City has determined that it requires the professional services of a consultant to provide city engineering services and to act as an extension of the City of Hughson staff, to assist with the delivery of municipal services for residents, businesses, governmental agencies and other uses within and around the City of Hughson.

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

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

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

1. DEFINITIONS

1.1. "Scope of Services" means the professional services as are generally set forth in Consultant's January 25, 2020 proposal to City attached hereto as Exhibit A and incorporated herein by this reference. Assignment specific task orders will be issued.

1.2. "Approved Fee Schedule" means the compensation rates as are set forth in Section 5 "Cost Proposal" of Consultant's July 1, 2019-Jun 30, 2020 Fee Schedule & Basis of Charges attached hereto as Exhibit B.

1.3. "Commencement Date" means start date.

1.4. "Expiration Date" means the date the contract is expired.

2. TERM

The term of this Agreement shall commence at 12:00 a.m. on July 1, 2020 and shall expire at 11:59 p.m. on June 30, 2022 unless extended by written agreement of the parties or terminated earlier in accordance with Section 14 ("Termination") below.

3. CONSULTANT'S SERVICES

3.1. Consultant shall perform the services identified in the Scope of Services submitted on January 15, 2020. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sums specified by each Task Order unless specifically approved in advance and in writing by City.

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

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

4. COMPENSATION

4.1. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule, attached as Exhibit B, except for the Services of Peter Rei, City Engineer, for which services will be billed at a rate of \$150 per hour. Consultant has agreed to hold this rate for the term of this Agreement. This Agreement also establishes a not-to-exceed billing amount of \$50,000. City also agrees to reimburse consultant for any City approved extraordinary costs incurred by Mr. Rei in the performance of his duties as City Engineer.

4.2. Consultant shall submit to City an invoice for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty days (30) calendar days of receipt of each

invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

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

5. OWNERSHIP OF WRITTEN PRODUCTS

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

6. RELATIONSHIP OF PARTIES

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

7. CONFIDENTIALITY

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

8. INDEMNIFICATION

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

or subcontractors in the performance of this Agreement, except those matters arising from City's sole negligence or willful misconduct. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

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

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

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

9. INSURANCE

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

9.1.1. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000), per occurrence and in

the aggregate, including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

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

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

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

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

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

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

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

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

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

cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

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

10. MUTUAL COOPERATION

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

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

11. RECORDS AND INSPECTIONS

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

12. NOTICES

12.1. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if

delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

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

With courtesy copy to:

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

Consultant:

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

13. SURVIVING COVENANTS

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

14. TERMINATION

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

materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

14.10. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. [NTD: this clause is duplicated in section 14.13]

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

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

14.13. If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Stanislaus, State of California. Consultant hereby waives any rights it might have

to remove any such action pursuant to California Code of Civil Procedure Section 394.

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

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

"City"

City of Hughson

By: Merry Mayhew
Merry Mayhew, City Manager

Date: 6-23-2020

"Consultant"

Willdan Engineering

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

Date: June 19, 2020

Attest:

By: Ashton Gose
Ashton Gose, Deputy City Clerk

Date: 6/23/2020

Approved as to form:

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

Date: 6/22/2020

EXHIBIT A

Scope of Engineering Services

Willdan Engineering will provide contract City Engineering services to the City of Hughson ("City") to include, but not limited to, the following:

1. Review correspondences from permitting agencies that require responses or action from City Engineer or public works staff.
2. Review planning and environmental documents, development applications and subdivision plans.
3. Assist City staff in processing paperwork with the Stanislaus Council of Governments (StanCOG) and Caltrans Local Assistance regarding programs such as CMAQ, RSTP, ATP and others.
4. Assist City staff in updates or preparation of the City's master plans, capital improvement program and other planning and engineering documents; as well as provide input to staff and the City Council regarding construction projects, maintenance needs and other related matters.
5. Prepare plans, specifications and estimates for the City's capital improvement program
6. Provide bid administration, construction management and inspection services to the City as needed.
7. Provide project planning, feasibility and alternatives analysis, environmental and design.
8. Provide plan review and approval of all proposed development projects within the City. This shall include reviewing and proposing conditions of approval for entitlements (tentative maps, site plan, etc.) and reviewing and approving all encroachment permits, parcel maps, final maps, improvement plans, etc.
9. Provide, as needed, financial analysis, formation of assessment districts, special zones of benefit, impact fees and other similar financial analysis.
10. Attend City Council, Planning Commission meetings and special Workshops as needed.
11. Provide other city engineering functions as mutually agreed upon in writing.

The services described above will be provided as may be requested by the City and on an as needed basis as directed by the City Manager and/or Community Development Director and approved by the City Manager. Services will be defined, scheduled and authorized using Task Orders and will be billed monthly on a time and materials basis (per Willdan's current rate schedule, Exhibit B). There will be no monthly retainer fee for services. Willdan may periodically contract for the services of sub-consultants and/or specialty services upon written consent of the City.

At a minimum, the following individuals will be made available to provide on-going services to the City:

| | | |
|----------------|-----------------------|-------------------------------------|
| City Engineer: | Peter Rei, P.E., L.S. | Professional Engineer No. 49623 |
| | | Professional Land Surveyor No. 5963 |

In addition to the individuals listed above, the City will have access to our entire staff and company resources, when called upon to meet the City's engineering needs.



Exhibit B
Approved Fee Schedule

WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2019 to June 30, 2020

| ENGINEERING | | BUILDING AND SAFETY | | CONSTRUCTION MANAGEMENT | |
|---------------------------|-------|--|-------|-------------------------------------|-------|
| Technical Aide I | \$67 | Assistant Code Enforcement Officer | \$89 | Labor Compliance Specialist | \$120 |
| Technical Aide II | \$87 | Code Enforcement Officer | \$102 | Labor Compliance Manager | \$150 |
| Technical Aide III | \$107 | Senior Code Enforcement Officer | \$120 | Utility Coordinator | \$159 |
| CAD Operator I | \$108 | Supervisor Code Enforcement | \$145 | Assistant Construction Manager | \$150 |
| CAD Operator II | \$125 | Plans Examiner Aide | \$95 | Construction Manager | \$176 |
| CAD Operator III | \$139 | Plans Examiner | \$145 | Senior Construction Manager | \$178 |
| GIS Analyst I | \$145 | Senior Plans Examiner | \$159 | Project Manager IV | \$203 |
| GIS Analyst II | \$164 | Assistant Construction Permit Specialist | \$102 | Deputy Director | \$211 |
| GIS Analyst III | \$176 | Construction Permit Specialist | \$107 | Director | \$216 |
| Environmental Analyst I | \$121 | Senior Construction Permit Specialist | \$125 | INSPECTION SERVICES | |
| Environmental Analyst II | \$135 | Supervising Construction Permit Specialist | \$133 | Public Works Observer I*** | \$93 |
| Environmental Analyst III | \$144 | Assistant Building Inspector | \$120 | Public Works Observer II*** | \$103 |
| Environmental Specialist | \$155 | Building Inspector*** | \$133 | Senior Public Works Observer I*** | \$111 |
| Designer I | \$145 | Senior Building Inspector | \$145 | Senior Public Works Observer II*** | \$123 |
| Designer II | \$150 | Supervising Building Inspector | \$159 | Senior Public Works Observer III*** | \$134 |
| Senior Designer I | \$159 | Inspector of Record | \$174 | Senior Public Works Observer IV*** | \$142 |
| Senior Designer II | \$187 | Deputy Building Official | \$174 | Senior Public Works Observer V*** | \$151 |
| Design Manager | \$170 | Building Official | \$176 | MAPPING AND EXPERT SERVICES | |
| Senior Design Manager | \$176 | Plan Check Engineer | \$174 | Survey Analyst I | \$125 |
| Project Manager I | \$156 | Supervising Plan Check Engineer | \$176 | Survey Analyst II | \$145 |
| Project Manager II | \$177 | Principal Project Manager | \$207 | Calculator I | \$125 |
| Project Manager III | \$187 | Deputy Director | \$211 | Calculator II | \$139 |
| Project Manager IV | \$203 | Director | \$216 | Calculator III | \$151 |
| Principal Project Manager | \$207 | PLANNING | | Senior Survey Analyst | \$184 |
| Program Manager I | \$174 | CDBG Technician | \$70 | Supervisor - Survey & Mapping | \$178 |
| Program Manager II | \$188 | CDBG Specialist | \$85 | Principal Project Manager | \$207 |
| Program Manager III | \$208 | CDBG Analyst | \$100 | LANDSCAPE ARCHITECTURE | |
| Assistant Engineer I | \$121 | CDBG Coordinator | \$125 | Assistant Landscape Architect | \$125 |
| Assistant Engineer II | \$137 | CDBG Manager | \$150 | Associate Landscape Architect | \$145 |
| Assistant Engineer III | \$144 | Planning Technician | \$107 | Senior Landscape Architect | \$159 |
| Assistant Engineer IV | \$149 | Assistant Planner | \$133 | Principal Landscape Architect | \$178 |
| Associate Engineer I | \$155 | Associate Planner | \$145 | Principal Project Manager | \$207 |
| Associate Engineer II | \$161 | Senior Planner | \$164 | ADMINISTRATIVE | |
| Associate Engineer III | \$168 | Principal Planner | \$178 | Administrative Assistant I | \$79 |
| Senior Engineer I | \$171 | Planning Manager | \$192 | Administrative Assistant II | \$95 |
| Senior Engineer II | \$174 | Deputy Director | \$211 | Administrative Assistant III | \$111 |
| Senior Engineer III | \$177 | Director | \$216 | Project Accountant I | \$90 |
| Senior Engineer IV | \$185 | | | Project Accountant II | \$105 |
| Supervising Engineer | \$190 | | | Project Controller I | \$111 |
| Traffic Engineer I | \$188 | | | Project Controller II | \$125 |
| Traffic Engineer II | \$203 | | | | |
| City Engineer I | \$203 | | | | |
| City Engineer II | \$213 | | | | |
| Deputy Director | \$211 | | | | |
| Director | \$216 | | | | |
| Principal Engineer | \$235 | | | | |

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

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

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

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION 2020-35

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE
AGREEMENT WITH RESCUE ENGINEERS, INC. FOR THE PURCHASE OF
THE PROPRIETARY FILTRATION SYSTEM FOR THE WELL NO. 7
REPLACEMENT PROJECT PHASE III**

WHEREAS, on April 27, 2020 the Hughson City Council approved conducting sole source procurement for the Well No. 7 Replacement Project, Phase III and authorized the City Manager to obtain a proposal from Rescue Engineers, Inc.; and

WHEREAS, Rescue Engineers, Inc., provided a proposal for the Phase III specifications, attached as Exhibit A, to the City Manager; and

WHEREAS, the proposal indicates the cost of the proprietary filtration system will be approximately \$592,389; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hughson authorizes the City Manager to execute a Purchase Agreement with Rescue Engineers, Inc. for the purchase of the proprietary filtration system for the Well No. 7 Replacement Project subject to the City Attorney's approval of the agreement as to form.

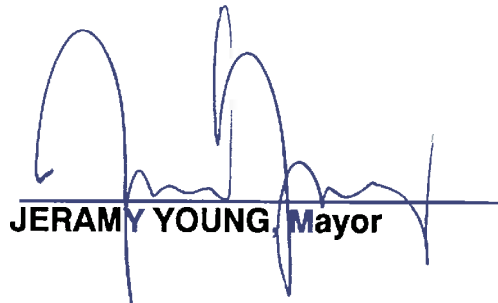
PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 22nd day of June 2020, by the following vote:

AYES: COUNCILMEMBER BAWANAN, BUCK, HILL

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: MAYOR YOUNG, CARR


JERAMY YOUNG, Mayor

ATTEST:


ASHTON GOSE, Deputy City Clerk

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-36

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
ADOPTING THE PROPOSED BUDGET OF THE CITY OF HUGHSON
FOR FISCAL YEAR 2020-2021**

WHEREAS, the City Manager has submitted the Fiscal Year 2020-2021 Proposed Budget to the City Council for review and consideration in accordance with established policies and objectives; and

WHEREAS, the Fiscal Year 2020-2021 Budget is based on public comment, significant analysis of the City's needs, and direction of the City Council after budget review sessions:

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hughson that the Fiscal Year 2020-2021 Proposed Budget is hereby approved and the General Fund, Special Revenue, Capital Project Funds, Low Income Housing, Debit Service Fund, Enterprise Funds, and Redevelopment Agency Funds Budget for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021 is hereby adopted as reflected in Attachment "A", in the total amount of \$16,587,403.

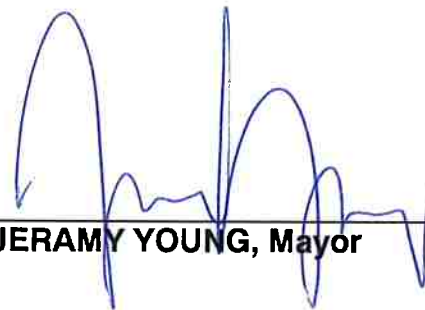
PASSED AND ADOPTED, by the City Council of the City of Hughson at its regular meeting held on this 22nd day of June 2020, by the following roll call votes:

AYES: COUNCILMEMBER BAWANAN, BUCK, HILL

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: MAYOR YOUNG, CARR



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON REMOVING
FORMER CITY MANAGER, RAUL MENDEZ, AS A SIGNATORY ON THE CITY OF
HUGHSON BANK ACCOUNTS AT BANK OF THE WEST, EFFECTIVE JULY 27,
2020.**

WHEREAS, Raul Mendez has resigned from his position as City Manager and has left City of Hughson employment; and

WHEREAS, it is necessary to make changes to the City of Hughson bank accounts, by removing former City Manager, Raul Mendez as a designated signatory on the signature card for the City of Hughson Bank Account; and

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

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson hereby remove former City Manager, Raul Mendez, as a designated signatory on the City bank accounts; effective July 27, 2020.

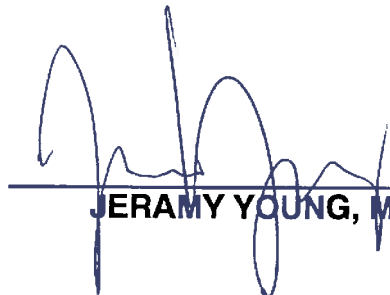
PASSED AND ADOPTED by the Hughson City Council at a regular meeting thereof, held on July 13, 2020, by the following vote:

AYES: COUNCILMEMBER BAWANAN, HILL, BUCK

NOES: NONE.


ABSTENTIONS: NONE.

ABSENT: MAYOR YOUNG, CARR



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-38

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
APPROVING AND RATIFYING THE CERTIFICATION FOR RECEIPT OF FUNDS
PURSUANT TO PARAGRAPHS (2) OR (3) OF SUBDIVISION (d) OF CONTROL
SECTION 11.90 OF THE BUDGET ACT OF 2020**

WHEREAS, on June 26, 2020, Governor Gavin Newsom signed into law the California Budget Act of 2020 that includes a \$500 million direct allocation of the state's CARES Act funding to cities; and

WHEREAS, the State CARES Act funding to local governments is contingent on compliance with the State's stay-at-home order, Executive Orders, and CDPH orders, directives and guidance issued in response to the COVID-19 emergency; and

WHEREAS, applications must be received no later than 11:59 p.m. on July 10, 2020 and requires a signature from an authorized designee certifying compliance with the State's orders; and

WHEREAS, the City Manager signed the certification and returned it by the deadline due to the time frame allotted.

THEREFORE, BE IT RESOLVED, that the City Council of the City of Hughson hereby adopts this Resolution approving and ratifying the State of California Certification for Receipt of Funds pursuant to Paragraphs (2) or (3) of Subdivision (d) of Control Section 11.90 of the Budget Act of 2020.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 13th day of July 2020 by the following roll call votes:

AYES: COUNCILMEMBER BAWANAN, HILL, BUCK

NOES: NONE.

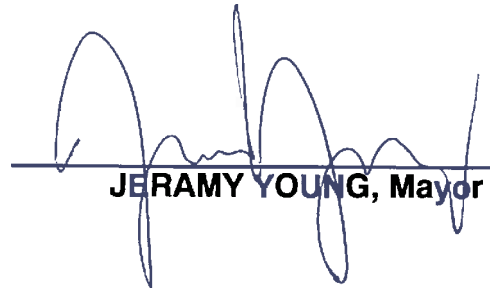
ABSTENTIONS: NONE.

ABSENT: MAYOR YOUNG, CARR

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JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-39

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
DIRECTING THE FILING OF THE ANNUAL REPORTS FOR FISCAL YEAR
2020-2021 FOR SPECIAL ASSESSMENT DISTRICTS IN THE CITY OF
HUGHSON**

WHEREAS, the City of Hughson has established Landscape and Lighting Districts, Benefit Assessment Districts, and a Community Facilities District, as identified in Exhibit A; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby direct the Engineer of Work to file the Annual Reports for Fiscal Year 2020-2021 for the Landscape and Lighting Districts, the Benefit Assessment Districts, and the Community Facilities District identified in Exhibit A.

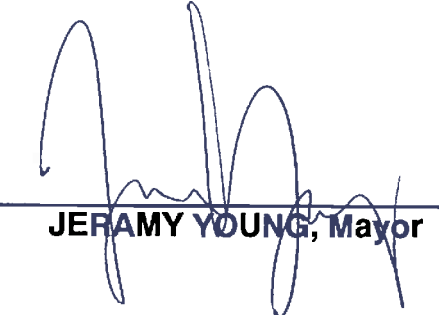
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Hughson this 13th day of July 2020, by the following vote:

AYES: COUNCILMEMBER BAWANAN, HILL, BUCK

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: MAYOR YOUNG, CARR



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

EXHIBIT A

| Landscape and Lighting Districts | Benefit Assessment Districts | Community Facilities District |
|----------------------------------|------------------------------|-------------------------------|
| Brittany Woods | Central Hughson | Province Place |
| Central Hughson | Feathers Glen | |
| Euclid South | Euclid South | |
| Feathers Glen | Fontana Ranch North | |
| Fontana Ranch North | Fontana Ranch South | |
| Fontana Ranch South | Sterling Glen III | |
| Rhapsody Unit No. 1 | | |
| Rhapsody Unit No. 2 | | |
| Santa Fe Estates Phase 1 | | |
| Santa Fe Estates Phase 2 | | |
| Starn Estates | | |
| Sterling Glen III | | |
| Sun Glow Estates | | |
| Walnut Haven III | | |

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
CONSIDERING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL
YEAR 2020-2021 FOR THE CITY'S TWENTY ONE ASSESSMENT DISTRICTS AND
SET THE PUBLIC HEARING ON THE QUESTION OF THE LEVY OF THE
PROPOSED ANNUAL ASSESSMENT FOR EACH DISTRICT**

WHEREAS, the City Council of the City of Hughson intends to levy and collect assessments within assessment districts in the City of Hughson for Fiscal Year 2020-2021, pursuant to the Landscaping and Lighting Act of 1972, the Benefit Assessment Act of 1982, and the Mello-Roos Community Facilities Act of 1982; and

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

WHEREAS, in accordance with this City Council's Resolution No. 2020-39 directing the filing of an annual report, K. Dennis Klingelhofer, Assessment Engineer, has filed an annual report with the City Clerk, as required by the Landscaping and Lighting Act of 1972, the Benefit Assessment Act of 1982, and the and the Mello-Roos Community Facilities Act of 1982; and

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

WHEREAS, on Monday, the 27th day of July, at the hour of 7:00 p.m., the City Council of the City of Hughson will conduct a public hearing on the question of the levy of the proposed annual assessment for each district; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Clerk is authorized and directed to give the notice of hearing for July 27, 2020, at 7:00 p.m. as required by the Landscaping and Lighting Act of 1972, the Benefit Assessment Act of 1982, and the Mello-Roos Community Facilities Act of 1982.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Hughson this 13th day of July 2020, by the following vote:

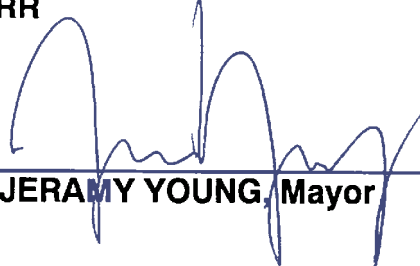
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AYES: COUNCILMEMBER BAWANAN, HILL, BUCK

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: MAYOR YOUNG, CARR


JEREMY YOUNG, Mayor

ATTEST:


ASHTON GOSE, Deputy City Clerk

EXHIBIT A

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

| Assessment District | Description of Improvements |
|--------------------------------|--|
| Sterling Glen III, LLD and BAD | Maintenance of landscaping, including in the community park, irrigation systems, street lighting maintenance and energy costs for 25 streetlights. Also includes street tree maintenance, removal and replacement and graffiti removal. Detention/Retention basin maintenance, drainage infrastructure maintenance, street sweeping, cleaning, maintenance and repairs, sidewalk maintenance, graffiti abatement. |
| Sun Glow Estates | Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 15 streetlights. |
| Walnut Haven III | Maintenance of landscaping, irrigation systems, street trees and street lighting maintenance and energy costs for 7 streetlights. |
| Province Place, CFD | Street maintenance and repairs including curbs, gutters, sidewalks, and maps; municipal utilities infrastructure, parks maintenance and electrical utility costs, storm drain facilities including manhole covers, catch basins, pipes, drains, and treatment of storm water run-off, landscaping, police services, fire and emergency services. |

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-41

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

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

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

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

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

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

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

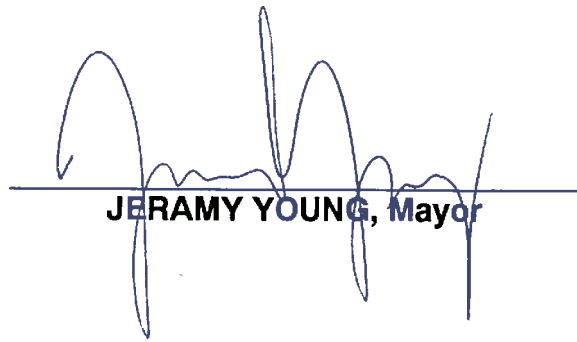
AYES: MAYOR YOUNG, BAWANAN, CARR, HILL, BUCK

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.

»
»
»
»



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. No alcoholic beverages will be served at any event where the majority of participants are under twenty-one (21) years of age.
2. Renter shall not allow any alcoholic beverages in an open container in or out of the building at any time.
3. No alcoholic beverages are to be consumed outside the building or within any parking lots, or streets.
4. For sale of alcoholic beverages in this facility, the renter and/or caterer must secure either, or both of the following:
 - a. A twenty-four (24) hour on sale liquor permit issued by the Alcoholic Beverage Control Board of California for the day and place specified.
 - b. A current liquor catering license issued by the Alcoholic Beverage Control Board of California.
5. Violation of any of the above will result in the activity being closed down.
6. A curfew hour of 11:00 PM shall be observed. All alcoholic beverages shall be removed from public view and not available for consumption at least 30 mins prior to the scheduled "end" time of the event.

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

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

14. Accidents/Insurance. All renters of the Center will be held liable for any accidents occurring during their usage of the Center. All renters shall have insurance to cover their event. A certificate of insurance with a company approved by the City Attorney evidencing bodily injury liability in the amount of One Million Dollars (\$1,000,000) for each person, One Million Dollars (\$1,000,000) for each occurrence, and property damage liability coverage in the amount of One Hundred Thousand Dollars (\$100,000) for each occurrence, naming the City of Hughson and the United Samaritan Foundation as additional insured, shall be filed with the City Clerk. Failure to provide timely proof of insurance shall result in the cancellation of the reservation.

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

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

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

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

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

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

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

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

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

The renter is responsible for any damage caused by decorations.

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

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

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

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

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-42

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT
BETWEEN THE COUNTY OF STANISLAUS AND THE CITY OF HUGHSON FOR
FISCAL YEAR 2020-2021 AND AUTHORIZING THE MAYOR TO EXECUTE THE
AGREEMENT**

WHEREAS, the Stanislaus County Community Development Block Grant (CDBG) Program Consortium, which includes the cities of Ceres, Hughson, Newman, Oakdale, Patterson and Waterford and unincorporated areas of Stanislaus County, has been granted a total allocation of \$1,617,114 in CDBG funds; and

WHEREAS, the City of Hughson chooses to participate in the entitlement process thereby being eligible to receive a portion of the CDBG entitlement grant to Stanislaus County and participating jurisdictions; and

WHEREAS, the City of Hughson's total allocation of CDBG funds is \$178,984.00 for Fiscal Year 2020-2021; and

WHEREAS, on April 27, 2020, the Hughson City Council approved the Stanislaus County Annual Action Plan, which outlines activities eligible under federal Department of Housing and Development (HUD) guidelines.

NOW, THEREFORE, BE IT RESOLVED that the Hughson City Council does hereby approve the CDBG Subrecipient Agreement (Agreement) between Stanislaus County and the City of Hughson for Fiscal Year 2020-2021 attached hereto as Attachment A and authorizes the Mayor to execute the Agreement.

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

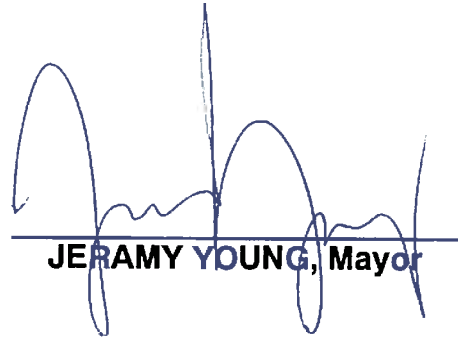
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AYES: MAYOR YOUNG, BAWANAN, HILL, BUCK, CARR

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

**STANISLAUS URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank and Waterford (the "City" individually or "Cities" collectively) on July 1, 2020.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2020-2021 (July 1, 2020 to June 30, 2021) in the amount \$2,310,165 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2020-0216 County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITIES desire to enter into this Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by the County as an "Urban County" be shared proportionally, as determined by poverty and population formula, among the parties;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. FUNDING PROVISIONS

1.1. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

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

1.2. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2020-2021 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

- (1) An amount not to exceed \$462,034 of the available administrative funds shall be allocated to the County and each City as follows:

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

- (2) An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).

1.3. An amount not to exceed fifteen percent of the total Fiscal Year 2020-2021 CDBG entitlement funds, \$231,017, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

1.4. Upon notification of a City's intent to apply for grants available to Urban Counties under applicable law, the County, as lead agency, shall apply for such grants on behalf of that City.

1.5. Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan.

1.6. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2020-2021 Stanislaus Urban County Annual Action Plan.

1.7. Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. (formerly OMB A-133) regarding standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.

1.8. Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

1.9. If the Cities have any unspent CDBG administration funds by June 30, 2021 those funds will be made available to the corresponding City for approved project activities (not including administration) in the next Fiscal Year.

2. SCOPE OF WORK

2.1. **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2020-2021 Stanislaus Urban County Annual Action Plan, as certified by HUD.

2.2. **Term.** This Agreement shall be in effect until June 30, 2021, or until all Fiscal Year 2020-2021 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be

extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

3. COMPENSATION

3.1. **Allocation Amount.** City shall be paid the total compensation amount as indicated in sections A and B above for CDBG activities and administrative activities respectively.

3.2. **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2020 (2) A second draw by January 15, 2021; (3) A third draw by April 16, 2021; and (4) A fourth and final draw by July 6, 2021. Additional draws may be required and shall be provided as requested by the County. .

3.3. **Certification of Expenses.** In every case, draws will be dispersed to City subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with original authorized signatures; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

3.4. **Authorized Personnel.** Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

3.5. **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40 hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

4. USE OF FUNDS

4.1. **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

4.2. **Compliance with Local Code.** City agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

4.3. **Ineligible Uses of Funds.** In the event that City is found to have expended grant funds for ineligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments"), such funds shall be returned to the County.

4.4. **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose.

4.5. **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in section 13 below.

(1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

4.6. **Reversion of Assets.** Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 4.1. of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

5. PROGRAM ACTIVITY ELIGIBILITY

5.1. **General Eligibility.** Eligibility of program activities shall be evaluated and documented by City prior to identifying in Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208. Eligibility of program activities, including an evaluation for consistency with an Urban County approved and HUD certified, Annual Action Plan shall be conducted prior to any release of funds by the County.

5.2. **Income Standards.** City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method of income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

5.3. **Eligible Urban County Areas.** Program beneficiaries must reside within the income eligible Urban County areas as defined by HUD and Stanislaus County. These areas include the CDBG eligible Census Block Groups within the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Waterford, and the unincorporated areas of Stanislaus County.

5.4. **Environmental Review Record.** City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval, and formal signature as the Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

(1) Any CDBG funding used to cover costs associated with the environmental review record shall be an administrative cost. No activity funds shall be utilized or encumbered until County approval of the environmental record has occurred.

6. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

6.1. **Documentation.** Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented.

6.2. **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

6.3. **HUD Sponsored Research.** Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

6.4. **DUNS Number Requirement.** City shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

6.5. **Data Required.** City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

6.6. **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

6.7. **Privacy Procedures.** City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

6.8. **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2020-2021 and previous fiscal years. City agrees to provide additional audits upon request.

7. UNIFORM ADMINISTRATIVE REQUIREMENTS

7.1. **General Uniform Administrative Requirements.** City shall comply with 24 CFR 570.502-Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87, "Cost State, Local, and Indian Tribal Governments").

7.2. **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

7.3. **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

8. HOLD HARMLESS AND INDEMNITY AGREEMENT

8.1. **General Indemnification.** City shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend, and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

8.2. **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

9. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

9.1. **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

City shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

City shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the City's delivery of services.

(1) City agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

(2) City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause

(3) City will, in all solicitations or advertisements for employees placed by or on behalf of City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or

disability who may qualify for such services, then City must establish additional procedures that will ensure that such persons are made aware of the services.

9.2. **Equal Participation of Religious Organizations.** Under CDBG, religious Organizations retain their independence from federal, state, and local governments, and may continue to carry out their mission, including the definition, practice, and expression of their religious beliefs, provided that they do not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

9.3. **HUD Section 3 Compliance.** City agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

9.4. **Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968.** City shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

9.5. **Labor Standards and Davis-Bacon and Related Act Requirements.** City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

9.6. **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606 and the Stanislaus Urban County's Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

9.7. **Eligibility Restrictions.** City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

10. **CONSTRUCTION CONTRACTS**

10.1. **Contract Provisions.** City and the County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement:

(1) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(2) **Davis-Bacon Act.** All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148). Contractors shall

pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD.

(3) **Copeland "Anti-Kickback" Act.** All construction contracts shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD.

(4) **Contract Work Hours and Safety Standards.** Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

(5) **Byrd Anti-Lobbying Amendment.** Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a Federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.2. Debarment and Suspension. No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

11. CONFLICTS OF INTEREST

11.1. Hatch Act Incorporated. Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

11.2. Conflict of Interest. City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11.3. **Lobbying and Disclosure Requirements.** City certifies that no state or federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.4. **Campaign Contribution Disclosure.** City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

12. **DRUG-FREE WORKPLACE**

12.1. **Drug-free Workplace.** City will maintain a drug free workplace and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

13. **ENVIRONMENTAL LAW COMPLIANCE**

13.1. **Lead Poisoning Prevention Act.** City agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

13.2. **Clean Air Act and Federal Water Pollution Control Act.** Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

14. **TERMINATION OF SERVICES & REVERSION OF ASSETS**

14.1. **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to City by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

14.2. **Insolvency.** If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

15. GENERAL TERMS AND CONDITIONS

15.1. **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

15.2. **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

15.3. **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

15.4. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

15.5. **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

15.6. **Integration.** This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 15.3. or 15.4.

15.7. **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which City or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
 Department of Planning and Community Development
 Attention: Business Manager
 1010 Tenth Street, Suite 3400
 Modesto, CA 95354

To City: See Attachment 1 – Urban County City Notice Information

15.8. **Governing Law and Venue.** This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

15.9. **Authorization.** City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

15.10. **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.


{Signatures begin on the following page.}

COUNTY OF STANISLAUS:


By 
Jody Hayes
Chief Executive Officer

Dated 9/24/20

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

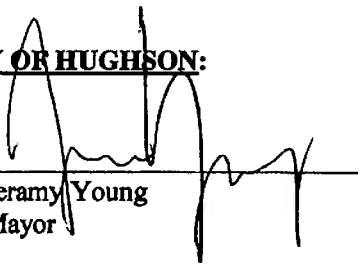
By 
Angela Freitas (Jul 10, 2020 19:04 PDT)
Angela Freitas
Director

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By 
G. Michael Ziman
Deputy County Counsel

CITY OF HUGHSON:


By


Jeremy Young
Mayor

7/27/2020
Dated

ATTEST:

By


Ashton Gose
City Clerk

APPROVED AS TO CONTENT:

By


Merry Mayhew
City Manager

APPROVED AS TO FORM:

By


Daniel J. Schroeder
City Attorney

Attachment 1
Urban County City Notice Information

City of Ceres
Department of Planning and Building
2720 Second Street
Ceres, CA 95307

City of Hughson
Department of Community Development
P.O. Box 9
Hughson, CA 95326

City of Newman
Department of Community Development
P.O. Box 787
Newman, CA 95360

City of Oakdale
Department of Community Development
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson
Department of Community Development
P.O. Box 667
Patterson, CA 95363

City of Riverbank
Department of Economic Development and Housing
6707 3rd Street
Riverbank, CA 95367

City of Waterford
City Manager's Office
P.O. Box 199
Waterford, CA 95386

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-43

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

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

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

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

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

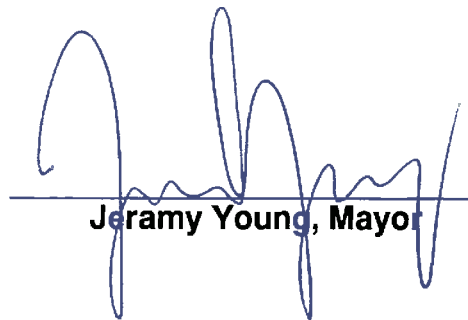
PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 27th day of July by the following roll call votes:

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.


Jeramy Young, Mayor


ASHTON GOSE, Deputy City Clerk

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-44

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 27th day of July 2020 by the following roll call vote:

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

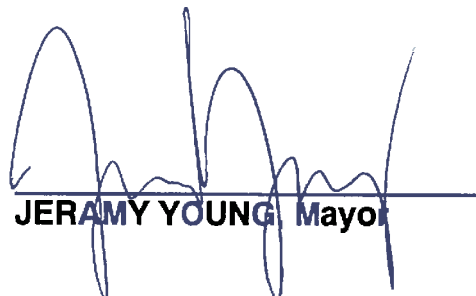
NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



ASHTON GOSE, Deputy City Clerk


JEREMY YOUNG, Mayor

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

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

RECITALS

WHEREAS, the City has determined that it requires the professional services of a consultant to provide comprehensive engineering services required for the treatment of 1,2,3-Trichloropropane (TCP) in at least three city wells, and to act as an extension of the City of Hughson staff, to assist with the delivery of municipal services for residents, businesses, governmental agencies and other uses within and around the City of Hughson.

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

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

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

1. DEFINITIONS

1.1. "Scope of Services" means the professional services as are generally set forth in Consultant's January 31, 2020, proposal to City attached hereto as Exhibit A and incorporated herein by this reference. Assignment of specific task orders will be issued.

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

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

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

2. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on Expiration Date unless extended by written agreement of the

parties or terminated earlier in accordance with Section 14 ("Termination") below.

3. CONSULTANT'S SERVICES

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

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

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

4. COMPENSATION

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

4.2. Consultant shall submit to City an invoice for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty days (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall

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

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

5. OWNERSHIP OF WRITTEN PRODUCTS

5.1. Upon final payment to Consultant by City, all reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. City shall indemnify and hold Consultant harmless for all unauthorized changes made to the written products, and for all uses made of the written documents not contemplated as part of this agreement and not authorized by Consultant.

6. RELATIONSHIP OF PARTIES

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

7. CONFIDENTIALITY

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

8. INDEMNIFICATION

8.1. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged

acts that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement, except those matters arising from City's sole negligence or willful misconduct. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

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

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

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

9. INSURANCE

9.1. During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with

Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

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

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

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

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

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

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

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

9.5. At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts, and naming the City and its officers, employees, agents and volunteers as additional insureds for the policies in Section 9.1.1 and 9.1.2. Consultant shall, prior to commencement of work under this Agreement, file with City such certificate(s).

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

9.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under

this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

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

10. MUTUAL COOPERATION

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

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

11. RECORDS AND INSPECTIONS

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

12. NOTICES

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

If to City:

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

With courtesy copy to:

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

Consultant:

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

13. SURVIVING COVENANTS

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

14. TERMINATION

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

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

14.13. If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Stanislaus, State of California. Consultant hereby waives any rights it might have

to remove any such action pursuant to California Code of Civil Procedure Section 394.

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

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

"City"

City of Hughson

By: Merry Mayhew
Merry Mayhew, City Manager

Date: 7-27-2020

"Consultant"

Provost & Pritchard

By: Keith Mortensen
Keith Mortensen, PE, Vice President

Date: 7-26-2020

Attest:

By: Ashton Gose
Ashton Gose, Deputy City Clerk

Date: 7-27-2020

Approved as to form:

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

Date: 7-27-20

Scope of Work Comprehension

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

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

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

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

Scope of Services

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

Phase SD: Schematic Design Phase

- Project Management
 - Project management and administration
 - Prepare and maintain workplan and design schedule
 - Attend kick-off meeting with City staff
 - Prepare and submit monthly billing
 - Conduct QA/QC program

- Surveying
 - Conduct right-of-way and boundary research for the well site
 - Conduct field survey to locate sufficient monumentation to re-establish the right-of-way and property lines within the project limits
 - Conduct topographic ground surveys of the project limits
- Agency and Utility Coordination
 - Utility Notifications – Send utility request letters to utility companies to obtain utility information within the project limits
 - Review Record Information and complete utility base mapping
- Geotechnical Services
 - Hire geotechnical subconsultant to conduct exploratory borings, laboratory testing and provide geotechnical engineering report containing findings, conclusions, and recommendations for use in design and preparation of construction specifications.
- Schematic Design
 - Update our existing water quality model prepared during the Feasibility Study with the latest sampling data.
 - Identify any additional samples required.
 - Discuss wash water reclamation and disposal options with the City.
 - Update the capital and operations and maintenance costs from the Feasibility Study.
 - Prepare preliminary 3-D site plans for each well showing the existing facilities and the new GAC vessels and wash water reclaim tanks. These drawings will be prepared to at least the 10% level to help the City with the property acquisition process.
- Assumptions
 - The project management and programming budget is based on a total design project duration of 6 months.

Scope of Work Comprehension

- Sufficient monumentation will be locatable to determine right-of-way and property limits.
- The GAC treatment plants are being constructed adjacent to an existing City of Hughson well site.
- The City will pay for all water quality sampling fees directly.

Phase CD: Construction Document Phase

- Preliminary Plans, Specifications, and Cost Estimate

- Address any remaining comments on the preliminary site plan
- Prepare (30%) plans for the wellhead treatment construction project, including the following sheets:
 - Cover and index (1 sheet)
 - General notes (1 sheet)
 - Legend and abbreviations (1 sheet)
 - Hydraulic profile (1 sheet)
 - Horizontal control plan (3 sheets)
 - Demolition plan (3 sheets)
 - Site plan (3 sheets)
 - Grading plan (3 sheets)
 - Site Piping plan (3 sheets)
 - GAC Vessel Piping Plan (3 sheets)
 - Manifold piping details (3 sheet)
 - Washwater Reclaim Tank and Pump Plan and details (2 sheet)
 - Miscellaneous details (8 sheets)
 - Electrical sheets (6 sheets) prepared by hired electrical engineering subconsultant
- Prepare preliminary technical specifications in CSI format
- Prepare Engineer's Opinion of Probable Construction Cost
- Submit preliminary (60%) plans, specifications and estimate (PS&E)
 - Submit drawings on P&P standard title block (PDF format)

- Submit drawings and specifications to DDW for review (PDF format)
- Schedule and conduct workshop review meeting with DDW

- Assumptions

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

- Permitting Assistance

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

- Assumptions

- City will pay for all permit fees directly.
- No permits will be required other than those specifically identified above.
- The City will handle coordination with property owners adjacent to the new treatment site regarding aesthetic impacts, and construction activities.
- Existing electrical service is adequate for addition of treatment equipment power and instrumentation.

- Draft Final (95%) Design

- 60% submittal review meeting with City
- Address 60% review comments
- Prepare draft final plans, including the same sheets listed in the previous phase
- Prepare draft final technical specifications
- Incorporate City up-front contract documents
- Prepare draft final cost opinions
- Submit draft final plans (on P&P standard title block), specifications and estimate (PDF format)

Scope of Work Comprehension

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

Phase CA: Construction Contract Administration

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

- Provide one copy of reproducible record drawings to City for permanent records
- Startup assistance

Deliverables

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

Overall Assumptions

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

Additional Services

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

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

Fee Proposal

| | Project Director | BSK Associates | Pezzoni | Total Fee |
|--|---------------------|-------------------|---------------------|------------------|
| Task Description | Project Director | Geotech \$100 | Electrical \$100 | |
| Task 1 - Schematic Design Phase | 3 | 240 | - | \$66,000 |
| Task 2 - Construction Documents Phase | - | - | 180 | \$323,000 |
| Task 3 - Bidding Assistance Phase | 2 | - | 20 | \$15,000 |
| Task 4 - Construction Contract Administration Phase | - | - | 60 | \$63,000 |
| Total | 0 | 240 | 260 | \$467,000 |

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

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF HUGHSON AUTHORIZING
THE CITY MANAGER TO EXECUTE THE INSTALLMENT SALE AGREEMENT
AMENDMENT NO. 2 FOR WELL NO. 7 REPLACEMENT AND ARSENIC
TREATMENT WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL
BOARD UNDER THE DRINKING WATER STATE REVOLVING FUND PROJECT NO.
5010008-011C AGREEMENT NO. D16-02057**

WHEREAS, the City of Hughson seeks financing from the State Water Resources Control Board for a project commonly known as Well No. 7 Replacement Project (Well No. 9) ("Project"); and,

WHEREAS, the City Council recognizes the need and requirement for the City of Hughson's water system to come into compliance with the State of California's safe drinking water mandates by July 1, 2021; and

WHEREAS, on April 10, 2017, the City Council of the City of Hughson approved the total project cost of the Well No. 7 Replacement Project (Well No. 9) at \$8,327,753, of which the State agreed is eligible for Safe Drinking Water State Revolving Fund (DWSRF) financing with \$5,000,000 subject to contingent principal forgiveness and \$3,327,753 estimated amount of principal at a zero percent interest rate with a 30 year repayment; and

WHEREAS, on July 13, 2020, the City of Hughson received Installment Sale Agreement Amendment No. 2 which amends the terms of the Agreement to a full principal forgiveness in the amount of \$8,327,753; and

WHEREAS, the City agrees to start construction no later than December 1, 2017 and ensure completion of construction by January 1, 2021; and

WHEREAS, upon completion of the Well No. 7 Replacement and Arsenic Treatment, the City of Hughson will come into compliance with the State of California's safe drinking water mandates.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Hughson hereby approves and authorizes the City Manager to execute the Installation Sale Agreement Amendment No. 2 for Well No. 7 Replacement and Arsenic Treatment with the California State Water Resources Control Board under the Drinking Water State Revolving Fund Project No. 5010008-011C Agreement No. D16-02057.

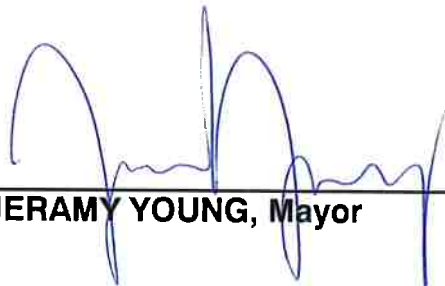
PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 27th day of July 2020, by the following roll call votes:

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


NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.


JERAMY YOUNG, Mayor

ATTEST:


ASHTON GOSE, Deputy City Clerk

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-46

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
CONFIRMING DIAGRAM, ASSESSMENTS AND REPORTS AND LEVYING
ASSESSMENTS FOR FISCAL YEAR 2020-2021 FOR ALL LANDSCAPE AND
LIGHTING DISTRICTS, AND ALL BENEFIT ASSESSMENT DISTRICTS WITHIN THE
CITY OF HUGHSON**

WHEREAS, pursuant to the Landscaping and Lighting Act of 1972, the provisions of the Benefit Assessment Act of 1982, the City Council of the City of Hughson directed K. Dennis Klingelhofer, PE, Assessment Engineer to prepare and file annual reports for Fiscal Year 2020-2021, and does hereby impose these annual assessments (Assessments) within each assessment district listed on attached Exhibit A; and

WHEREAS, the Assessment Engineer prepared an annual report for each assessment district, which was presented to the City Council on July 13, 2020, and the City Council of the City of Hughson adopted a resolution of intention to levy and collect assessments within these districts for fiscal year 2020-2021 and set a public hearing to be held July 27, 2020 at Hughson City Hall located at 7018 Pine Street, Hughson, California, and a notice of this hearing was given in the time and manner required by law; and

WHEREAS, at the public hearing the City Council of the City of Hughson afforded to every interested person an opportunity to make a protest to the annual reports either in writing or orally, and the City Council has considered each protest; and

WHEREAS, the City Council of the City of Hughson hereby confirms the diagrams, Assessments and reports of the Assessment Engineer. It is further determined and certified that these assessment district charges are either exempt from, or are in compliance with all provisions of Proposition 218, which was passed by the voters in November 1996; and

WHEREAS, on Monday, the 27th day of July of 2020, at the hour of 7:00 p.m., the City Council of the City of Hughson conducted a public hearing on the question of the levy of the proposed annual Assessment for each district; and

WHEREAS, the charges against the real property are not levied with regard to property values but rather, the work listed in Exhibit B.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby confirm the diagrams, Assessments and reports of the Assessment Engineer and hereby levies the assessments set forth therein for the Fiscal Year 2020-2021.

BE IT FURTHER RESOLVED that the City Council of the City of Hughson also directs the Harris & Associates' Assessment Engineer to file, or cause to be filed, a certified copy of this resolution and the report for each assessment district with the tax collector for the County of Stanislaus.

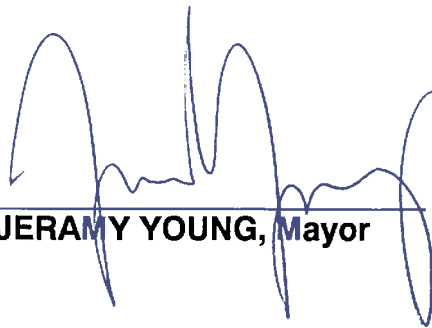
PASSED AND ADOPTED at a regular meeting of the City Council of the City of
Hughson this 27th day of July 2020, by the following vote:

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

EXHIBIT A

| Landscaping and Lighting Districts (LLD) Benefit Assessment Districts (BAD) | | |
|--|-----------------------------|-----------------------------|
| Brittany Woods LLD | Central Hughson LLD | Euclid North LLD |
| Euclid South LLD | Feathers Glenn LLD | Fontana Ranch North LLD |
| Fontana Ranch South LLD | Rhapsody Unit No. 1 LLD | Rhapsody Unit No. 2 LLD |
| Santa Fe Estates Ph 1 LLD | Santa Fe Estates Ph 2 LLD | Starn Estates LLD |
| Sterling Glenn III LLD | Sterling Glen III Annex LLD | Sun Glow Estates LLD |
| Walnut Haven III LLD | Central Hughson BAD | Euclid North BAD |
| Euclid South BAD | Feathers Glen BAD | Fontana Ranch North BAD |
| Fontana Ranch South BAD | Sterling Glen III BAD | Sterling Glen III Annex BAD |

EXHIBIT B

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

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

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-47

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
CONFIRMING DIAGRAM, ASSESSMENTS AND REPORTS AND LEVYING
ASSESSMENTS FOR FISCAL YEAR 2020-2021 FOR THE COMMUNITY FACILITIES
DISTRICT WITHIN THE CITY OF HUGHSON**

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, the City Council of the City of Hughson directed K. Dennis Klingelhofer, PE, Assessment Engineer to prepare and file annual reports for Fiscal Year 2020-2021, and does hereby impose these annual assessments (Assessment) within each assessment district listed on attached Exhibit A; and

WHEREAS, the Assessment Engineer prepared an annual report the assessment district, which was presented to the City Council on July 13, 2020, and the City Council of the City of Hughson adopted a resolution of intention to levy and collect assessments within these districts for Fiscal Year 2020-2021 and set a public hearing to be held July 27, 2020 at Hughson City Hall located at 7018 Pine Street, Hughson, California, and a notice of this hearing was given in the time and manner required by law; and

WHEREAS, at the public hearing the City Council of the City of Hughson afforded to every interested person an opportunity to make a protest to the annual reports either in writing or orally, and the City Council has considered each protest; and

WHEREAS, the City Council of the City of Hughson hereby confirms the diagrams, Assessments and reports of the Assessment Engineer. It is further determined and certified that these assessment district charges are either exempt from, or are in compliance with all provisions of Proposition 218, which was passed by the voters in November 1996; and

WHEREAS, on Monday, the 27th day of July of 2020, at the hour of 7:00 p.m., the City Council of the City of Hughson conducted a public hearing on the question of the levy of the proposed annual Assessment for each district; and

WHEREAS, the charges against the real property are not levied with regard to property values but rather, are based on the work performed within the area as provided in Exhibit B.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby confirm the diagrams, Assessments and reports of the Assessment Engineer and hereby levies the assessments set forth therein for the Fiscal Year 2020-2021.

BE IT FURTHER RESOLVED that the City Council of the City of Hughson also directs the Harris & Associates' Assessment Engineer to file, or cause to be filed, a certified copy of this resolution and the report for each assessment district with the tax collector for the County of Stanislaus.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of

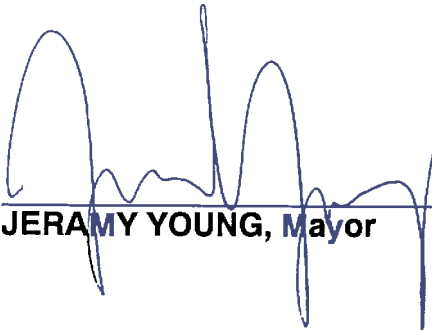
Hughson this 27th day of July, 2020 by the following vote:

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

EXHIBIT A

1982 Mello-Roos Community Facilities District

Province Place CFD

EXHIBIT "B"

| Assessment District | Description of Work |
|----------------------------|--|
| Province Place, CFD | Street maintenance and repairs including curbs, gutters, sidewalks, and maps; municipal utilities infrastructure, parks maintenance and electrical utility costs, storm drain facilities including manhole covers, catch basins, pipes, drains, and treatment of storm water run-off, landscaping, police services, fire and emergency services. |

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-48**

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE COUNTY OF
STANISLAUS CARES ACT CORONAVIRUS RELIEF FUND SUBRECIPIENT
AGREEMENT AND FUTURE AMENDMENTS UP TO THE AMOUNT OF THE
COUNTY'S ORIGINAL ALLOCATION OF \$246,406, AND APPROVING THE
CITY OF HUGHSON'S SPENDING PLAN**

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by President Trump on March 27, 2020 providing \$150 billion Coronavirus Relief Funds (CRF) for State, Local and Tribal Governments, of which Stanislaus County received \$96,085,924; and

WHEREAS, the Stanislaus County Board of Supervisors approved a spending plan for the \$96.1 million in CRF funds that included \$15 million for Stanislaus County's nine cities and \$15 million for business revitalization and economic development support; and

WHEREAS, On June 23, 2020, the Board of Supervisors approved executing subrecipient agreements with the nine incorporated cities to provide financial assistance due to the Public Health Emergency Response to COVID-19 and the City of Hughson was allocated \$246,406; and

WHEREAS, Stanislaus County estimated that the State of California would allocate \$90,120 CARES Act CRF to the City of Hughson and reduced the County allocation to \$156,286; and

WHEREAS, the Subrecipient Agreement requires the City to submit a Spending Plan.

3. **NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, that the City Council of the City of Hughson hereby approves and authorizes the City Manager to execute the Stanislaus County Subrecipient Agreement and future amendments, up to the amount of the County's original allocation of \$246,406, and approves the City of Hughson's Spending Plan for CARES Act Funds, as outlined in "Attachment C" and "Attachment D".

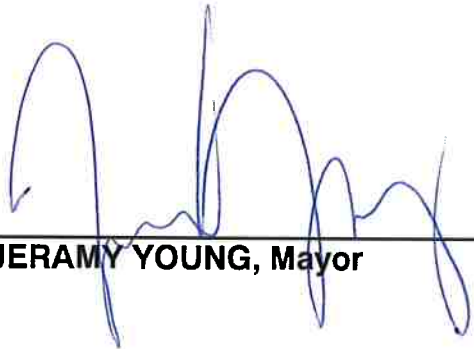
PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 27th day of July 2020, by the following roll call votes:

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.


A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

JERAMY YOUNG, Mayor

ATTEST:


A handwritten signature in blue ink, appearing to read 'Ashton Gose', positioned above a solid horizontal line.

ASHTON GOSE, Deputy City Clerk

**City of Hughson
CARES Act Spending Plan**

State of California: \$ 90,109

Stanislaus County: \$246,406

Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19:

- Legal Fees - \$6,849 (FY19-20)*
- Video conferencing software - \$106 (FY19-20)*
- Signs for parks and businesses, including staff time - \$6,127 (FY19-20)*

Expenses for acquisition and distribution of protective supplies, including sanitizing products and personal protective equipment for public health and safety workers in connection with the COVID-19 public health emergency:

\$1,420 (FY19-20)*

\$5,000 (FY20-21)

Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency:

- Payroll expenses of Public Safety-law enforcement (March 1 – December 2020)**

Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:

Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions:

- Equipment to improve telework capabilities for public employees - \$16,800 (FY20-21)
- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions - \$31,500 (FY20-21)**

Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency:

- Business Relief Program - \$50,000 (Attachment D)

Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria:

- Portable equipment used to set up Sr. Community Center for City Council meetings that will allow for appropriate social distancing and public meetings - \$51,500 (FY20-21)
- Upgrade public facilities with automatic opening doors, auto opening gates, sensing faucets and toilets to assist in mitigating the spread of COVID-19 - \$100,000 (FY20-21)
- City Hall reception barrier with speaker boxes and door - \$11,637 (FY19-20)

* Expenses also submitted for insurance reimbursement

**The State has requested that the City submit the full amount of expenses anticipated in the event there is additional funding for cities in the future or if some cities do not spend their full allotment, the remainder will be redistributed. The following expenses are included on the Spending Plan as allowed by Federal CARES Act Guidelines, in the event other anticipate expenses are disallowed or additional funding becomes available in a short time frame.

Payroll expenses of Public Safety-law enforcement (March 1 – December 2020)**

Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions - \$31,500 (March 1 – December 30, 2020)**

DRAFT

Attachment D

City of Hughson

Business Relief Program

Goal: Assist City of Hughson businesses with projects that will allow them to remain open and continue operating within the State of California Governor's Executive Orders, California Department of Public Health Orders/Guidance, and Stanislaus County Public Health Officer's Orders/Guidance.

Funding: Federal CARES Act Funds - \$50,000

How to Apply: Between July 28-August 28, 2020, Businesses submit a request for funding with a project plan to the Community Development Director. Individual awards are dependent on the number of business requests.

Requests should speak to each eligibility listed below and explain how the project will allow the business to continue operations within the current Public Health restrictions.

Criteria:

Examples of projects include:

- Initial costs to set up a website that would allow a business to accept online orders;
- Tables, chairs, umbrellas for outside dining;
- Decorative barriers to promote safety if outside dining includes using the parking spaces in front of businesses that sell food for consumption;
- Other projects to assist businesses meet public health restrictions.

Eligibility:

- Business is located within the City of Hughson boundaries;
- Must possess a current city, county, or state license or permit to operate;
- Must not have record of current/prior engagement in any illegal activity per local, state, or federal regulations, with federal regulations taking precedence over local or state regulations;
- Has been in business since March 1, 2020;
- The following businesses will not be considered eligible: lending and investment institutions, insurance companies, and corporate-owned national chain businesses/stores;
- Funds may be used for project set up costs and operational needs such as, but not limited to payroll, lease/mortgage payments, materials, utilities, supplies and services.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-49**

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROJECT
FINANCE AGREEMENT AMENDMENT NO. 5, FOR THE WASTEWATER
TREATMENT PLANT EXPANSION PROJECT WITH THE CALIFORNIA STATE
WATER RESOURCES CONTROL BOARD, STATE REVOLVING FUND
PROJECT NO. C-06-5139-110, AGREEMENT NO. 08-838-550**

WHEREAS, the City of Hughson sought financing in 2008 through Resolution No. 08-20 from the State Water Resources Control Board for a project commonly known as the Waste Water Treatment Plant ("Project"); and,

WHEREAS, the City of Hughson entered into an Agreement, originally executed on September 10, 2009, re-ratified by Amendment No. 1 executed on February 22, 2010, Amendment No. 2 executed on March 22, 2010, Amendment No. 3 executed on June 20, 2011, Amendment No. 4 executed on July 29, 2014; and

WHEREAS, the California State Water Resources Control Board has issued Amendment No. 5 extending the term of the Agreement from 20 years to 30 years, ending May 1, 2041; and

WHEREAS, the extension of the term reduced the annual debt service payment from \$1,258,138.31 to \$591,136.15; and

WHEREAS, all other terms and conditions remain the same.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Hughson hereby approves and authorizes the City Manager to execute the Project Finance Agreement Amendment No. 5 for the Waste Water Treatment Plant Expansion Project with the California State Water Resources Control Board under the State Revolving Fund Project No. C-06-5139-110 Agreement No. 08-838-550.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 10th day of August 2020, by the following roll call votes:

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.

ATTEST:

A handwritten signature in blue ink, appearing to read 'Ashton Gose', written over a horizontal line.

ASHTON GOSE, Deputy City Clerk

A handwritten signature in blue ink, appearing to read 'Jeramy Young', written over a horizontal line.

JERAMY YOUNG, Mayor

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-50

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

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

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

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

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

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

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

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

Surplus Items for Auction

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

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-51

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby approve the Federal/State Funded Project Management Services Agreement with Willdan Engineering attached hereto as Exhibit "A" and authorizes the City Manager or his/her designee to sign the agreement subject to the City Attorney's approval of the agreement as to form.

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

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

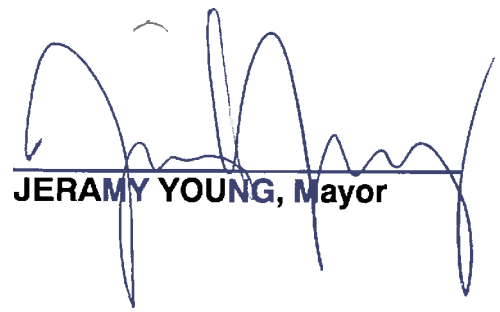
NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.

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JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

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

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

RECITALS

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

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

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

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

1. DEFINITIONS

1.1. "Scope of Services" means the professional services as are generally set forth in Consultant's January 25, 2020 proposal to City attached hereto as Exhibit A and incorporated herein by this reference. Assignment specific task orders will be issued.

1.2. "Approved Fee Schedule" means the compensation rates as are set forth in Section 5 "Cost Proposal" of Consultant's July 1, 2019-June 30, 2020 Fee Schedule & Basis of Charges attached hereto as Exhibit B.

1.3. "Commencement Date" means start date.

1.4. "Expiration Date" means the date the contract is expired.

2. TERM

The term of this Agreement shall commence at 12:00 a.m. on December 31, 2019 and shall expire at 11:59 p.m. on June 30, 2022 unless extended by written agreement of the parties or terminated earlier in accordance with Section 14 ("Termination") below.

3. CONSULTANT'S SERVICES

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

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

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

4. COMPENSATION

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

4.2. Consultant shall submit to City an invoice for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

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

5. OWNERSHIP OF WRITTEN PRODUCTS

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

6. RELATIONSHIP OF PARTIES

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

7. CONFIDENTIALITY

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

8. INDEMNIFICATION

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

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

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

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

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

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

9. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

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

10. MUTUAL COOPERATION

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

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

11. RECORDS AND INSPECTIONS

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

12. NOTICES

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

If to City:

City of Hughson
P.O. Box 9
Hughson, CA 95326
Attention: City Manager and Community Development Director
Telephone: (209) 883-4054
Facsimile: (209) 883-2638

With courtesy copy to:

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

Consultant:

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

13. SURVIVING COVENANTS

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

14. TERMINATION

14.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City

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

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

15. GENERAL PROVISIONS

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

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

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

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

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

15.6. The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of

any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

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

15.8. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. [NTD: this clause is duplicated in section 14.13]

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

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

15.11. If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Stanislaus, State of California. Consultant hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

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

16. FEDERAL FUNDING REQUIREMENTS (IF APPLICABLE)

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

- ☒ This Agreement is subject to federal funding. See Exhibit C
☐ This Agreement is not subject to federal funding.

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

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

- ☒ This Agreement is subject to funding administered through Caltrans Office of Local Assistance. See Exhibit D.
☐ This Agreement is not subject to funding administered through Caltrans Office of Local Assistance.

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

"City"
City of Hughson

"Consultant"
Willdan Engineering

By: Merry Mayhew
Merry Mayhew, City Manager

By: [Signature]
Adel Freij, PE, Director of City Engineering

Date: 10/5/2020

Date: September 30, 2020

Attest:

By: [Signature]
Ashton Gose, Deputy City Clerk

Date: 10-12-2020

Approved as to form:

By: [Signature]
Daniel J. Schroeder, City Attorney

Date: 10-12-20

EXHIBIT A

Scope of Services

Whitmore Avenue Project

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

EXHIBIT B: FEE SCHEDULE



WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2019 to June 30, 2020

| ENGINEERING | | BUILDING AND SAFETY | | CONSTRUCTION MANAGEMENT | |
|---------------------------|-------|--|-------|-------------------------------------|-------|
| Technical Aide I | \$67 | Assistant Code Enforcement Officer | \$89 | Labor Compliance Specialist | \$120 |
| Technical Aide II | \$87 | Code Enforcement Officer | \$102 | Labor Compliance Manager | \$150 |
| Technical Aide III | \$107 | Senior Code Enforcement Officer | \$120 | Utility Coordinator | \$159 |
| CAD Operator I | \$108 | Supervisor Code Enforcement | \$145 | Assistant Construction Manager | \$150 |
| CAD Operator II | \$125 | Plans Examiner Aide | \$95 | Construction Manager | \$178 |
| CAD Operator III | \$139 | Plans Examiner | \$145 | Senior Construction Manager | \$178 |
| GIS Analyst I | \$145 | Senior Plans Examiner | \$159 | Project Manager IV | \$203 |
| GIS Analyst II | \$164 | Assistant Construction Permit Specialist | \$102 | Deputy Director | \$211 |
| GIS Analyst III | \$178 | Construction Permit Specialist | \$107 | Director | \$216 |
| Environmental Analyst I | \$121 | Senior Construction Permit Specialist | \$125 | INSPECTION SERVICES | |
| Environmental Analyst II | \$135 | Supervising Construction Permit Specialist | \$133 | Public Works Observer I*** | \$93 |
| Environmental Analyst III | \$144 | Assistant Building Inspector | \$120 | Public Works Observer II*** | \$103 |
| Environmental Specialist | \$155 | Building Inspector*** | \$133 | Senior Public Works Observer I*** | \$111 |
| Designer I | \$145 | Senior Building Inspector | \$145 | Senior Public Works Observer II*** | \$123 |
| Designer II | \$150 | Supervising Building Inspector | \$159 | Senior Public Works Observer III*** | \$134 |
| Senior Designer I | \$159 | Inspector of Record | \$174 | Senior Public Works Observer IV*** | \$142 |
| Senior Designer II | \$167 | Deputy Building Official | \$174 | Senior Public Works Observer V*** | \$151 |
| Design Manager | \$170 | Building Official | \$178 | MAPPING AND EXPERT SERVICES | |
| Senior Design Manager | \$178 | Plan Check Engineer | \$174 | Survey Analyst I | \$125 |
| Project Manager I | \$156 | Supervising Plan Check Engineer | \$176 | Survey Analyst II | \$145 |
| Project Manager II | \$177 | Principal Project Manager | \$207 | Calculator I | \$125 |
| Project Manager III | \$187 | Deputy Director | \$211 | Calculator II | \$139 |
| Project Manager IV | \$203 | Director | \$216 | Calculator III | \$151 |
| Principal Project Manager | \$207 | PLANNING | | Senior Survey Analyst | \$184 |
| Program Manager I | \$174 | CDBG Technician | \$70 | Supervisor - Survey & Mapping | \$178 |
| Program Manager II | \$188 | CDBG Specialist | \$85 | Principal Project Manager | \$207 |
| Program Manager III | \$208 | CDBG Analyst | \$100 | LANDSCAPE ARCHITECTURE | |
| Assistant Engineer I | \$121 | CDBG Coordinator | \$125 | Assistant Landscape Architect | \$125 |
| Assistant Engineer II | \$137 | CDBG Manager | \$150 | Associate Landscape Architect | \$145 |
| Assistant Engineer III | \$144 | Planning Technician | \$107 | Senior Landscape Architect | \$159 |
| Assistant Engineer IV | \$149 | Assistant Planner | \$133 | Principal Landscape Architect | \$178 |
| Associate Engineer I | \$155 | Associate Planner | \$145 | Principal Project Manager | \$207 |
| Associate Engineer II | \$161 | Senior Planner | \$184 | ADMINISTRATIVE | |
| Associate Engineer III | \$168 | Principal Planner | \$176 | Administrative Assistant I | \$79 |
| Senior Engineer I | \$171 | Planning Manager | \$192 | Administrative Assistant II | \$95 |
| Senior Engineer II | \$174 | Deputy Director | \$211 | Administrative Assistant III | \$111 |
| Senior Engineer III | \$177 | Director | \$216 | Project Accountant I | \$90 |
| Senior Engineer IV | \$185 | | | Project Accountant II | \$105 |
| Supervising Engineer | \$190 | | | Project Controller I | \$111 |
| Traffic Engineer I | \$188 | | | Project Controller II | \$125 |
| Traffic Engineer II | \$203 | | | | |
| City Engineer I | \$203 | | | | |
| City Engineer II | \$213 | | | | |
| Deputy Director | \$211 | | | | |
| Director | \$216 | | | | |
| Principal Engineer | \$235 | | | | |

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

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

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

Rev. 8/30/19

EXHIBIT C

Federal Contract Provisions

Federally Funded Projects. This Project is funded in whole or in part by federal funds and subject to the following federal requirements under the terms of the funding agreement(s) between City and the federal agency or agencies providing federal funds, which are fully incorporated by this reference and made part of the Agreement.

In the event of any conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

1. **Equal Opportunity.** If this Agreement is for public works, during the performance of this Agreement, the Consultant agrees as follows:
 - A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - C. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
 - D. The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Consultant's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
 - E. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.
 - F. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the

United States Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- G. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further federal government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.
- H. The Consultant will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City or funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City or funding agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
2. **Davis-Bacon Act.** If this Agreement is for public works, Consultant will pay wages to laborers and mechanics, not less than once a week, and at a rate not less than the current federal prevailing wages specified in the Davis-Bacon Act Wage Determination attached hereto and incorporated herein. By entering into this Agreement, Consultant accepts the attached Wage Determination.
3. **Copeland "Anti-Kickback" Act.** If this Agreement is for public works, Consultant will comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement. Consultant and subcontractors must insert this requirement into subcontracts of any tier. Consultant is responsible for compliance with these requirements by each subcontractor of any tier.
4. **Contract Work Hours and Safety Standards Act.** In addition to the California state law requirements, Consultant and each subcontractor must comply with the requirements of the federal Contract Work Hours and Safety Standards Act, as set forth in 40 U.S.C. 3701-3708, as supplemented by the regulations set forth in 29 CFR Part 5, as may be amended from time to time, which are fully incorporated herein, including:
- A. No Consultant or subcontractor will require or permit any laborer or mechanic performing Work for the Project to work in excess of 40 hours in a work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours during that work week.
- B. If Consultant or a subcontractor violates this requirement, the Consultant and any responsible subcontractor will be liable for the unpaid wages. In addition, the Consultant and subcontractor will be liable to the United States for liquidated

damages. The liquidated damages will be computed with respect to each individual worker as specified under federal law.

- C. Consultant and subcontractors must insert this requirement into subcontracts of any tier. Consultant is responsible for compliance with these requirements by each subcontractor of any tier.
5. **Rights to Inventions.** If the federal funding for this Agreement meets the definition of "funding agreement" under 37 CFR section 401.2(a) and constitutes an agreement between the City and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency, will apply to this Agreement and are fully incorporated into the Agreement by this reference.
6. **Clean Air Act.** If the Agreement is for an amount in excess of \$150,000, Consultant and each subcontractor must comply with the requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401-7671q), which are fully incorporated into the Agreement by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency. Consultant and subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.
7. **Federal Water Pollution Control Act.** If the Agreement is for an amount in excess of \$150,000, the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387) apply to this Agreement and are fully incorporated into the Agreement by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency requirements for reporting violations. Consultant and subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.
8. **Suspension and Debarment.** Consultant is required to verify that neither it, nor its principals, as defined at 2 CFR section 180.995, or its affiliates, as defined at 2 CFR section 180.905, are excluded or disqualified, as defined at 2 CFR sections 180.935 and 180.940. Consultant must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a provision requiring compliance with these regulations in any subcontract of any

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

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

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

- A. This Agreement shall go into effect on December 31, 2019, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's contract administrator. The Agreement shall end on June 30, 2022 unless extended by amendment to the Agreement.
- B. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.

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

- A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's cost proposal, unless additional reimbursement is provided for by amendment to the Agreement. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds the City approved overhead rate set forth in the cost proposal. In the event that City determines that a change to the work from that specified in the cost proposal and Agreement is required, the Agreement time or actual costs reimbursable by City shall be adjusted by amendment to the Agreement to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by amendment to the Agreement.
- B. In addition to the allowable incurred costs, City will pay Consultant a fee that shall not exceed \$150,000. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by amendment to the Agreement.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved cost proposal.
- D. When milestone cost estimates are included in the approved cost proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the contract administrator before exceeding such cost estimate.

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

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

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

- A. This Agreement shall go into effect on December 31, 20¹⁹~~20~~, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's contract administrator. The Agreement shall end on ~~June 30, 2024~~ unless extended by amendment to the Agreement. *June 30, 2022*
- B. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.

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

- A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's cost proposal, unless additional reimbursement is provided for by amendment to the Agreement. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds the City approved overhead rate set forth in the cost proposal. In the event that City determines that a change to the work from that specified in the cost proposal and Agreement is required, the Agreement time or actual costs reimbursable by City shall be adjusted by amendment to the Agreement to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by amendment to the Agreement.
- B. In addition to the allowable incurred costs, City will pay Consultant a fee that shall not exceed \$150,000. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by amendment to the Agreement.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved cost proposal.
- D. When milestone cost estimates are included in the approved cost proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the contract administrator before exceeding such cost estimate.

- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the statement of work, City shall have the right to delay payment or terminate this Agreement.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City's contract administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 60 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved cost proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due City including any equipment purchased under the provisions of Section 8 (Article XI), Equipment Purchase, of this Exhibit D. The final invoice should be submitted within 90 calendar days after completion of Consultant's work. Invoices shall be mailed to City at the following address:

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

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

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

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

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

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

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

System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

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

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and City shall maintain and

make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for four years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

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

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

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

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

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

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

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

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

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

- A. During the term of this agreement, the Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.
- B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. The Consultant hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any agreement to provide

construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise

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

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

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

- A. Consultant's signature affixed to the Agreement, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

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

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

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-52

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

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

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

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

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

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

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

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

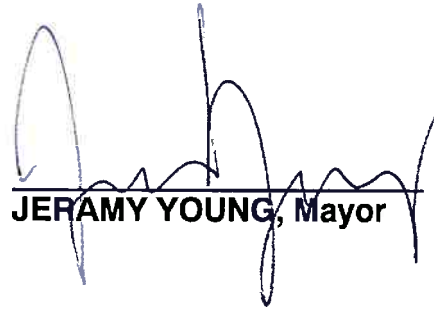
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AYES: MAYOR YOUNG, BUCK, BAWANAN, HILL, CARR

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-53

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

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

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

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

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

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

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

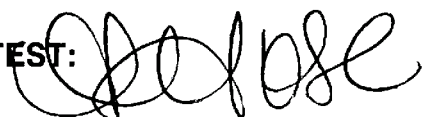
AYES: MAYOR YOUNG, BUCK, BAWANAN, HILL, CARR

NOES: NONE.

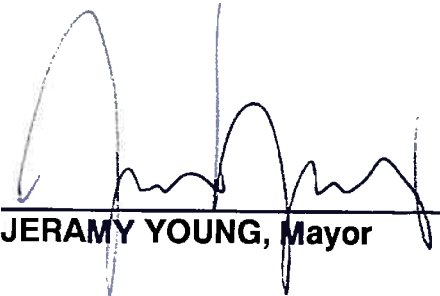
ABSTENTIONS: NONE.

ABSENT: NONE.

ATTEST:



ASHTON GOSE, Deputy City Clerk



JERAMY YOUNG, Mayor

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

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

RECITALS

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

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

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

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

1. DEFINITIONS

- 1.1. "Scope of Services" means the professional services as are generally set forth in Consultant's August 11 2020 Work order Agreement attached hereto as Exhibit A and incorporated herein by this reference. Assignment specific task orders will be issued.
- 1.2. "Approved Fee Schedule" means the compensation rates as are set forth in Section 5 "Cost Proposal" of Consultant's Fee Schedule & Basis of Charges attached hereto as Exhibit B.
- 1.3. "Commencement Date" means September 15, 2020.
- 1.4. "Expiration Date" means the date the contract is expired.

2. TERM

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

parties or terminated earlier in accordance with Section 14 ("Termination") below.

3. CONSULTANT'S SERVICES

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

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

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

4. COMPENSATION

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

1.9. Consultant shall submit to City an invoice for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty days (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall

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

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

5. OWNERSHIP OF WRITTEN PRODUCTS

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

6. RELATIONSHIP OF PARTIES

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

7. CONFIDENTIALITY

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

8. INDEMNIFICATION

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

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

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

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

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

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

9. INSURANCE

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

1.19.1. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000), per occurrence and in the aggregate, including products and operations hazard, contractual

insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

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

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

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

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

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

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

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

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

1.25. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of

cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

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

10. MUTUAL COOPERATION

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

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

11. RECORDS AND INSPECTIONS

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

12. NOTICES

1.33. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if

delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

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

With courtesy copy to:

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

Consultant:

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

13. SURVIVING COVENANTS

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

14. TERMINATION

1.35. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects,

materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

1.47. If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Stanislaus, State of California. Consultant hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

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

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

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

"City"

City of Hughson

By: Merry Mayhew
Merry Mayhew, City Manager

Date: 9/17/2020

"Consultant"

Condor Earth Technologies, Inc.

By: Micheline Doyle Kipf P.G. 8385
Micheline Doyle Kipf, Env. Services Manager

Date: 9/13/2020

Attest:

By: Ashton Gose
Ashton Gose, Deputy City Clerk

Date: 9/18/2020

Approved as to form:

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

Date: 9-30-20



EXHIBIT A

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

WORK ORDER AGREEMENT FOR MASTER SERVICES

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

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

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

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

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

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

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



CONDOR EARTH
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Rancho Cordova, CA 95742
916.783.2060
www.condorearth.com

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

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

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

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

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

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

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

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

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

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

X:\Project\6000_prj\6589 Hughson Small MS4 Support\6589C Phase II FY 20-21 Support\Contracts_Proposals_CE\WO 20200904 Small MS4 Permit Support ENV Terms 2020.docx

EXHIBIT B**CONDOR EARTH
SCHEDULE OF FEES
2020**

| <u>STAFF MEMBER</u> | <u>RATE PER HOUR (\$)</u> |
|---|-------------------------------------|
| PRINCIPALS/PROJECT MANAGEMENT | |
| Senior Principal | 240.00 |
| Principal Tunneling Consultant..... | 230.00 |
| Principal Engineer/Geologist..... | 215.00 |
| Project Director | 205.00 |
| Construction Manager | 200.00 |
| Project/Senior Manager | 180.00 |
| TECHNICAL | |
| Senior Geotechnical Engineer | 205.00 |
| Registered Geotechnical Engineer | 195.00 |
| Certified Hydrogeologist/Engineering Geologist..... | 195.00 |
| Senior Geologist/Engineer/Environmental Specialist | 185.00 |
| Senior Process Safety Management Specialist..... | 175.00 |
| Unmanned Aerial System (UAS) Specialist..... | 150.00 |
| GIS Programmer/Analyst | 150.00 |
| Process Safety Management Specialist | 150.00 |
| Resident Construction Inspector..... | 150.00 |
| Associate Geologist/Engineer/Environmental Specialist | 150.00 |
| Aboveground Storage Tank (AST) Certified Inspector..... | 140.00 |
| Staff Geologist/Engineer/Environmental Specialist..... | 135.00 |
| GIS Technician..... | 125.00 |
| Engineering Assistant..... | 110.00 |
| Senior Technician..... | 105.00 |
| Draftsperson | 100.00 |
| Technician | 85.00 |
| MATERIALS TESTING * | |
| MTSI Project/Laboratory Manager | 125.00 |
| Certified Welding Inspector | 120.00 |
| Special Inspector | 100.00 |
| Senior Materials Technician..... | 95.00 |
| Materials Technician | 80.00 |
| SUPPORT STAFF | |
| Senior Project Administrator..... | 130.00 |
| Administrative Specialist..... | 105.00 |
| Project Coordinator | 105.00 |
| Technical Editor | 77.00 |
| Administrative Assistant | 72.00 |
| MISCELLANEOUS | |
| Overtime (all Saturday work is overtime) | (1.3 times rate) |
| Double-time (all Sundays and Holidays)..... | (1.7 times rate) |
| Litigation Support..... | 300.00 – 400.00 |
| NON-LABOR CHARGES | |
| Vehicle charge | \$55 per day plus 50 cents per mile |
| Unit Charges per Condor Unit Fee Schedule | |
| Billable Field Equipment per Condor Billable Field Equipment Schedule | |
| Laboratory Charges per Condor Laboratory Fee Schedule | |
| *A 2-hour minimum charge will be applied to all field services, and a 4-hour minimum will be applied for the cancellation of work within 24 hours of scheduled field work. | |
| OUT-OF-POCKET EXPENSES | |
| Billed at cost plus 15% and includes such items as travel expenses, equipment rental, laboratory fees, subcontractors, postage and freight, subcontracted printing or reproduction fees, supplies, etc. | |
| PREVAILING WAGE | |
| Refer to Condor Prevailing Wage Schedule of Fees | |



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

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

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

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

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

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

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

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

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

NOES: NONE.

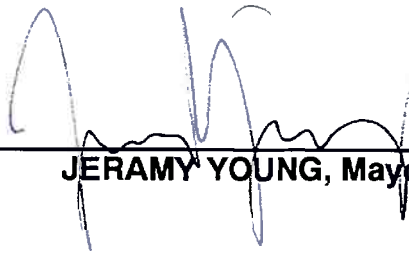
ABSTENTIONS: NONE.

ABSENT: NONE.

»

»

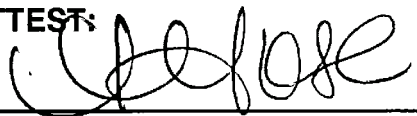
»



A handwritten signature in blue ink, appearing to read 'Jeremy Young', is written over a horizontal line.

JERAMY YOUNG, Mayor

ATTEST:



A handwritten signature in black ink, appearing to read 'Ashton Gose', is written over a horizontal line.

ASHTON GOSE, Deputy City Clerk

**STANISLAUS COUNTY
LAW ENFORCEMENT SERVICES
AGREEMENT**

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

STANISLAUS COUNTY
LAW ENFORCEMENT SERVICES
AGREEMENT

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

RECITALS

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

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

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

4. Reporting.

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

5. Compensation.

a. Contract Amount.

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

b. Billing.

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

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

6. Revenues.

a. All revenue currently received by the City as revenue pertaining to police services or generated by police services will continue to be City revenue except for the sources listed below.

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

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

a. Chief of Police.

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

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

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

8. Administration of Personnel.

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

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

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

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

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

10. Equipment and Vehicles.

a. Vehicles.

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

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

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

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

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

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

b. Motorcycles.

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

c. Equipment.

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

11. Liability and Indemnification.

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

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

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

12. Default.

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

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

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

14. Notices.

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

15. Audits.

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

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

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

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

18. Modification Only in Writing.

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


19. **Entire Agreement.** This Agreement contains the entire Agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties, not embodied herein, or incorporated herein by reference shall be of any force or effect. Notwithstanding anything to the contrary, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties above.
20. **Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state or County statute, ordinance or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
21. **Precedence.** The contract documents consist of this Agreement and Exhibits A and B. In the event of a conflict between or among the contract documents, the order of precedence shall be the Exhibits and then the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Agreement.
22. **No Third-Party Beneficiary.** This Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either Party.
23. **Successors and Assigns.** This Agreement shall be binding on and enforceable by and against the parties to it and their respective heirs, legal representatives, successors and assigns.

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

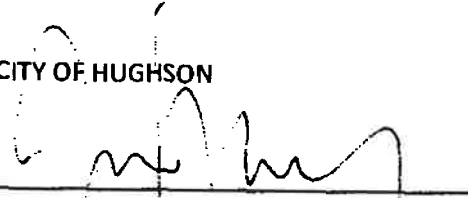
SIGNATURE PAGE ATTACHED

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

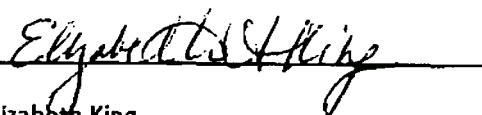
COUNTY OF STANISLAUS


Kristin Olsen
Chairwoman

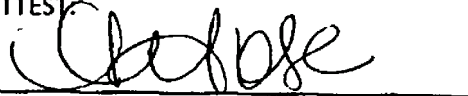
CITY OF HUGHSON


Jeremy Young
Mayor


ATTEST:


Elizabeth King
Clerk of the Board

ATTEST:


Ashton Gose
Deputy City Clerk


APPROVED AS TO CONTENT:


Jeff Dirkse
Sheriff - Coroner

APPROVED AS TO CONTENT:



Merry Mayhew
City Manager

APPROVED AS TO FORM:


Thomas E. Boze
County Counsel

APPROVED AS TO FORM:


Daniel Schroeder
City Attorney


Robert J. Tar
Assistant County Counsel

Daniel Schroeder
City Attorney

EXHIBITS A & B
LAW ENFORCEMENT SERVICES
AGREEMENT

City of Hughson
July 2020 – June 2024

EXHIBIT A
CITY OF HUGHSON
GENERAL LAW ENFORCEMENT
SERVICE LEVEL REQUEST

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

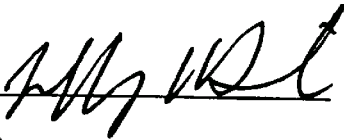
| Position | Schedule | FTE | Backfill |
|---|-----------------------------------|------|----------|
| Chief* | 81% of normal business hours | 0.81 | No |
| Deputy Sheriff (Patrol) - 12hrs | One Days and One Graves per squad | 4.00 | Yes |
| Deputy Sheriff (Community Resource) - 10hrs | 4 days/week |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

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

| | CITY | COUNTY |
|-----------------|------|--------|
| Chief of Police | 81% | 19% |

APPROVED AND ACCEPTED BY:

STANISLAUS COUNTY SHERIFF

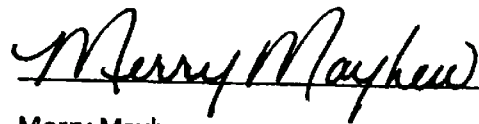


Jeff Dirkse

Sheriff – Coroner

Date:

CITY MANAGER



Merry Mayhew

City Manager

Date: 9-30-2020

EXHIBIT B
CITY OF HUGHSON CONTRACT RATES

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

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

Staffing

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

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

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

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

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

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

WHEREAS, subsequent to the duly noticed public hearing before the Hughson City Council held on September 14, 2020, which was continued to the October 12, 2020 City Council meeting, and continued again to the November 9, 2020 City Council meeting the Hughson City Council finds, that the project is consistent with the intent of the General Plan adopted 2005.

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

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 9th day of November, 2020 by the following roll call vote:

AYES: MAYOR YOUNG, HILL, BUCK

NOES: BAWANAN, CARR

ABSTENTIONS: NONE.

ABSENT: NONE.

<
<
<

APPROVED:


JEREMY YOUNG, Mayor

ATTEST:


ASHTON GOSE, Deputy City Clerk

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

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Hughson at the regularly scheduled meeting on this 9th day of November, 2020 by the following roll call vote:

AYES: MAYOR YOUNG, HILL, BUCK

NOES: BAWANAN, CARR

ABSTENTIONS: NONE.

ABSENT: NONE.

»
»
»

APPROVED:


JERAMY YOUNG, Mayor,

ATTEST:


ASHTON GOSE, Deputy City Clerk

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

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

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

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

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

WHEREAS, the City Council, held a duly noticed public hearing on September 14, 2020, which was continued to the October 12, 2020 City Council meeting, and continued again to the November 9, 2020 City Council meeting, on the proposed rezoning.

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 9th day of November, 2020 by the following roll call vote:

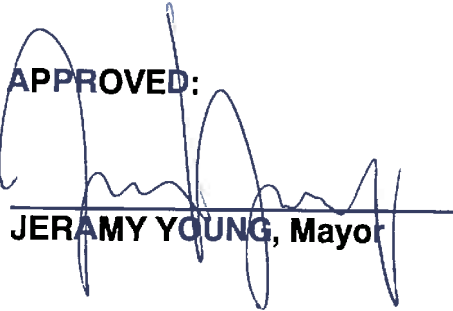
AYES: MAYOR YOUNG, HILL, BUCK

NOES: BAWANAN, CARR

ABSTENTIONS: NONE.

ABSENT: NONE.

APPROVED:

A handwritten signature in blue ink, appearing to read 'Jeremy Young', is written over a horizontal line.

JERAMY YOUNG, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read 'Ashton Gose', is written over a horizontal line.

ASHTON GOSE, Deputy City Clerk

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

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

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

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

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

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

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

WHEREAS, opportunity for public comment as well as comments from interested agencies has been provided to the City Council at its September 14, 2020 meeting, which was continued to the October 12, 2020 City Council meeting, and continued again to the November 9, 2020 City Council meeting.

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

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting on this 9th day of November, 2020 by the following roll call vote:

AYES: MAYOR YOUNG, HILL, BUCK

NOES: BAWANAN, CARR


ABSTENTIONS: NONE.

ABSENT: NONE.

APPROVED:


JERAMY YOUNG, Mayor

ATTEST:


ASHTON GOSE, Deputy City Clerk

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 9th day of November, 2020:

AYES: MAYOR YOUNG, HILL, BUCK

NOES: BAWANAN, CARR

ABSTENTIONS: NONE.

ABSENT: NONE.

APPROVED:


JEREMY YOUNG, Mayor

ATTEST:


ASHTON GOSE, Deputy City Clerk

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-60**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON SUPPORTING
THE HUGHSON FIRE PROTECTION DISTRICT 2020 SPECIAL TAX INITIATIVE
PROVIDING FUNDING FOR FIRE PROTECTION AND EMERGENCY SERVICES**

WHEREAS, the Hughson Fire Protection District provides fire protection and emergency medical services to the area within its approved boundaries which includes the City of Hughson and its residents; and

WHEREAS, the Hughson Fire Protection District currently provides these services in a cost-effective manner by using primarily volunteer staff, but must pay for training fire protection and emergency medical equipment, apparatus maintenance and replacement, station maintenance, utilities, insurance and other costs to protect the community; and

WHEREAS, the Hughson Fire Protection District has determined additional tax revenue is necessary to adequately fulfill its responsibility to provide protection from fire and response to emergency medical calls and other hazards, as well as protection of property; and

WHEREAS, the Hughson Fire Protection District has exhausted all other options to avoid a tax increase and has deemed a special tax is in the best interest of the Hughson community to provide adequate fire and emergency protection; and

WHEREAS, the special tax, if approved by voters from the District, will generate approximately \$167,000 in annual funding to fund modernization of the fire station, maintain and acquire emergency vehicles and lifesaving equipment, and fund capital improvements with all money staying local, subject to independent annual audits.

THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby support the Hughson Fire Protection District 2020 special tax initiative providing funding for fire protection and emergency services.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 28th day of September 2020 by the following roll call votes:

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AYES: MAYOR PRO TEM CARR, BAWANAN, HILL, BUCK

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: MAYOR YOUNG



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-61**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program ("Program"), setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract with the State of California to complete project(s) subject to the Program;

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

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Hughson's general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Hughson will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

- (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
- (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
- (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
- (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
- (G) Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
 11. Delegates the authority to the City Manager or his designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED AND ADOPTED by the City Council of the City of Hughson at a regularly scheduled meeting on this 28th day of September 2020 by the following roll call vote: ()

AYES: MAYOR PRO TEM CARR, BAWANAN, HILL, BUCK

NOES: NONE.

ABSTENTIONS: NONE.


ABSENT: MAYOR YOUNG

»
»
»



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-62**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
THE TELECOMMUNICATION POLE ATTACHMENT LICENSE AGREEMENT WITH
TURLOCK IRRIGATION DISTRICT FOR A LICENSE TO ATTACH PORTABLE
OBSERVATION DEVICES TO TURLOCK IRRIGATION DISTRICT OWNED POLES**

WHEREAS, the City of Hughson currently has one portable observation device mounted on a Turlock Irrigation District pole; and

WHEREAS, the City wishes to continue the use of Turlock Irrigation owned poles to mount additional portable observation devices; and

WHEREAS, on Turlock Irrigation District has requested the City to sign the Telecommunication Pole Attachment License Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby approve the Telecommunication Pole Attachment License Agreement attached hereto as Exhibit "A" and authorizes the City Manager or his/her designee to sign the agreement subject to the City Attorney's approval of the agreement as to form.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 28th day of September 2020 by the following roll call vote:

AYES: MAYOR PRO TEM CARR, BAWANAN, HILL, BUCK

NOES: NONE.

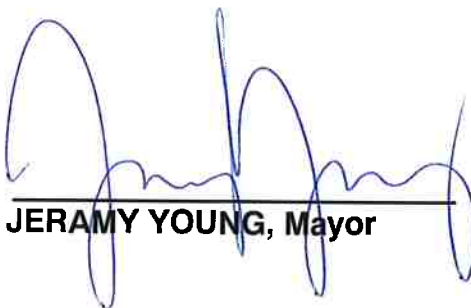
ABSTENTIONS: NONE.

ABSENT: MAYOR YOUNG

ATTEST:



ASHTON GOSE, Deputy City Clerk



JEREMY YOUNG, Mayor

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-63**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
ADOPTING THE FINAL ANNUAL BUDGET OF THE CITY OF HUGHSON
FOR FISCAL YEAR 2020-2021**

WHEREAS, the City Manager has submitted the Fiscal Year 2020-2021 Final Budget to the City Council for review and consideration in accordance with established policies and objectives; and

WHEREAS, the Fiscal Year 2020-2021 Budget is based on public comment, significant analysis of the City's needs and direction of the City Council after budget review sessions.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hughson that the Fiscal Year 2020-2021 Final Budget is hereby approved and the General Fund, Special Revenue, Capital Project Funds, Low Income Housing, Debt Service Fund, Enterprise Funds and Redevelopment Agency Funds Budget for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021 is hereby adopted as reflected in Exhibit "A", in the total amount of \$16,071,323.

PASSED AND ADOPTED, by the City Council of the City of Hughson at its regular meeting held on this 28th day of September 2020, by the following roll call votes:


AYES: MAYOR PRO TEM CARR, BAWANAN, HILL, BUCK

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: MAYOR YOUNG

ATTEST:



ASHTON GOSE, Deputy City Clerk



JERAMY YOUNG, Mayor



Hughson

EXHIBIT A

Budget Comparison Report

Account Summary

| Account Number | Fund: 100 - GENERAL FUND | Revenue | Department: 1025 - FINANCE | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 | | % |
|--|------------------------------|------------|----------------------------|-----------------------------|-----------------------------|--|---------------|------------------------|-------|
| | | | | | | | Parent Budget | Comparison 1 Budget | |
| | | | | | | | | | |
| | | | | Increase / | | (Decrease) | | | |
| 100-1025-43010 | BUSINESS LICENSES | 26,979.00 | 27,173.00 | 1,228.00 | 21,368.00 | 21,368.00 | 0.00 | 0.00% | |
| 100-1025-43040 | PERMIT-YARD SALE | 490.00 | 250.00 | 0.00 | 250.00 | 250.00 | 0.00 | 0.00% | |
| Total Department: 1025 - FINANCE: | | | | 27,469.00 | 27,423.00 | 1,228.00 | 21,618.00 | 0.00 | 0.00% |
| Department: 1040 - PLANNING/BUILDING | | | | | | | | | |
| 100-1040-43020 | PERMITS-BUILDING | 28,619.32 | 98,824.49 | 17,165.28 | 118,500.00 | 118,500.00 | 0.00 | 0.00% | |
| 100-1040-43030 | PERMITS-ENCROACHMENT | 1,450.00 | 2,320.00 | 580.00 | 1,740.00 | 1,740.00 | 0.00 | 0.00% | |
| 100-1040-43050 | PERMIT-OTHER | 4,132.92 | 13,943.28 | 3,673.20 | 12,862.00 | 12,862.00 | 0.00 | 0.00% | |
| 100-1040-44030 | FEES-PLAN CHECK | 7,449.74 | 33,209.70 | 14,069.25 | 34,630.00 | 34,630.00 | 0.00 | 0.00% | |
| 100-1040-44310 | VIOLATION-ADMINISTRATIVE | 200.00 | 2,000.00 | 3,333.33 | 2,000.00 | 2,000.00 | 0.00 | 0.00% | |
| 100-1040-44320 | VIOLATION-BUILDING CODE | 25.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 100-1040-44410 | PLANNING REVENUE | 914.00 | 10,626.00 | 537.00 | 10,626.00 | 10,626.00 | 0.00 | 0.00% | |
| 100-1040-46050 | FEE-STANISLAUS COUNTY PFF AT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Total Department: 1040 - PLANNING/BUILDING: | | | | 42,790.98 | 160,923.47 | 39,358.06 | 180,358.00 | 0.00 | 0.00% |
| Department: 1045 - POLICE SERVICES | | | | | | | | | |
| 100-1045-44010 | FEES-BOOKING | 192.34 | 123.56 | 0.00 | 124.00 | 124.00 | 0.00 | 0.00% | |
| 100-1045-44060 | FEES-VEHICLE RELEASE | 9,915.00 | 6,750.00 | 0.00 | 6,750.00 | 6,750.00 | 0.00 | 0.00% | |
| 100-1045-44080 | FEE-FIREWORK BOOTH | 255.00 | 560.00 | 0.00 | 305.00 | 305.00 | 0.00 | 0.00% | |
| 100-1045-44210 | FINES-PARKING | 2,702.08 | 4,983.51 | 425.00 | 4,315.00 | 4,315.00 | 0.00 | 0.00% | |
| 100-1045-44220 | FINES-TRAFFIC | 15,611.97 | 15,962.44 | 1,297.80 | 13,852.00 | 13,852.00 | 0.00 | 0.00% | |
| 100-1045-47050 | PUBLIC SAFETY AUGMENTATION | 9,585.61 | 9,336.96 | 1,614.83 | 9,300.00 | 9,300.00 | 0.00 | 0.00% | |
| Total Department: 1045 - POLICE SERVICES: | | | | 38,262.00 | 37,716.47 | 3,337.63 | 34,646.00 | 0.00 | 0.00% |
| Department: 1065 - PARKS AND RECREATION | | | | | | | | | |
| 100-1065-46020 | RENTAL REVENUE | 17,323.59 | 15,122.91 | 2,400.00 | 14,838.00 | 14,838.00 | 0.00 | 0.00% | |
| 100-1065-47520 | GRANT-TIRE AMNESTY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Total Department: 1065 - PARKS AND RECREATION: | | | | 17,323.59 | 15,122.91 | 2,400.00 | 14,838.00 | 0.00 | 0.00% |
| Department: 9999 - NON DEPARTMENTAL | | | | | | | | | |
| 100-9999-40010 | TAX-CURRENT PROPERTY | 292,287.30 | 336,254.52 | 1,942.32 | 290,500.00 | 350,950.00 | 60,450.00 | 20.81% | |
| 100-9999-40030 | TAX-OTHER PROPERTY | 36,639.31 | 32,894.03 | 0.00 | 35,050.00 | 35,050.00 | 0.00 | 0.00% | |
| 100-9999-40040 | TAX-PROPERTY TRANSFER | 16,373.73 | 35,470.50 | 0.00 | 25,700.00 | 25,700.00 | 0.00 | 0.00% | |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Comparison 1 Budget | | Increase / (Decrease) | % |
|--|-----------------------------|-----------------------------|--|--------------------------------|--------------------|------------------------|--------------------------|--------------------------|---|
| | | | | 2020-2021 PRELIMINARY 20... | 2020-2021 FINAL | 2020-2021 FINAL | Increase / (Decrease) | | |
| | | | | | | | | | |
| TAX-VLF IN LIEU | 666,831.00 | 687,660.00 | 0.00 | 687,660.00 | 717,710.00 | 30,050.00 | 4.37% | | |
| TAX-S8813 SUPPLEMENTAL | 5,985.58 | 5,011.38 | 393.10 | 3,830.00 | 3,830.00 | 0.00 | 0.00% | | |
| TAX-HOMEOWNERS PROPERTY I | 4,145.29 | 3,715.90 | 0.00 | 1,465.00 | 1,465.00 | 0.00 | 0.00% | | |
| TAX-FHA IN LIEU | 120.21 | 122.35 | 0.00 | 120.00 | 120.00 | 0.00 | 0.00% | | |
| TAX-SALES | 1,071,316.63 | 881,459.93 | 85,569.41 | 873,046.00 | 900,161.00 | 27,115.00 | 3.11% | | |
| FRANCHISE-GAS UTILITY | 29,095.98 | 14,206.83 | 0.00 | 28,400.00 | 28,400.00 | 0.00 | 0.00% | | |
| FRANCHISE-GARBAGE | 50,267.22 | 56,940.91 | 0.00 | 56,500.00 | 56,500.00 | 0.00 | 0.00% | | |
| FRANCHISE-CABLE T.V. | 25,813.71 | 34,763.87 | 6,576.94 | 26,000.00 | 26,000.00 | 0.00 | 0.00% | | |
| FRANCHISE - PHONE | 7,278.94 | 2,495.61 | 0.00 | 4,000.00 | 4,000.00 | 0.00 | 0.00% | | |
| FEE-RETURNED CHECK | 1,310.00 | 1,240.00 | 210.00 | 1,225.00 | 1,225.00 | 0.00 | 0.00% | | |
| SALE OF DOCUMENTS | 160.60 | 140.50 | 2.30 | 140.00 | 140.00 | 0.00 | 0.00% | | |
| INTEREST EARNED | 9,615.06 | 8,859.28 | 402.10 | 3,000.00 | 3,000.00 | 0.00 | 0.00% | | |
| PENALTIES | 8,934.21 | 8,102.80 | 2,167.71 | 8,700.00 | 8,700.00 | 0.00 | 0.00% | | |
| REFUND | 9,396.73 | 47,016.47 | 6,405.23 | 15,000.00 | 15,000.00 | 0.00 | 0.00% | | |
| SUNDRY REVENUES | 115.44 | 1,500.20 | 115.40 | 1,270.00 | 1,270.00 | 0.00 | 0.00% | | |
| MISCELLANEOUS REVENUE | 3,401.81 | 9,465.20 | 42,000.72 | 5,000.00 | 5,000.00 | 0.00 | 0.00% | | |
| GRANTS | 5,000.00 | 80,311.72 | -75,311.72 | 80,312.00 | 5,000.00 | -75,312.00 | -93.77% | | |
| TRANSFER IN | 170,877.00 | 196,561.00 | 0.00 | 195,092.00 | 199,492.00 | 4,400.00 | 2.26% | | |
| QUASHI-EXTERNAL TRANSACTION | 402,000.00 | 402,000.00 | 0.00 | 402,000.00 | 402,000.00 | 0.00 | 0.00% | | |
| Total Department: 9999 - NON DEPARTMENTAL: | 2,766,965.75 | 2,846,193.00 | 70,473.51 | 2,744,010.00 | 2,790,713.00 | 46,703.00 | 1.70% | | |
| Total Revenue: | 2,892,811.32 | 3,087,378.85 | 116,797.20 | 2,995,470.00 | 3,042,173.00 | 46,703.00 | 1.56% | | |
| Expense | | | | | | | | | |
| Department: 1005 - LEGISLATIVE | | | | | | | | | |
| 100-1005-50010 | 15,600.00 | 15,350.00 | 2,600.00 | 15,600.00 | 15,600.00 | 0.00 | 0.00% | | |
| 100-1005-51070 | 1,193.64 | 1,174.51 | 198.94 | 1,195.00 | 1,195.00 | 0.00 | 0.00% | | |
| 100-1005-60010 | 249.68 | 233.86 | 91.50 | 300.00 | 300.00 | 0.00 | 0.00% | | |
| 100-1005-60020 | 324.67 | 551.47 | 0.00 | 600.00 | 600.00 | 0.00 | 0.00% | | |
| 100-1005-60040 | 5,125.98 | 5,111.00 | 0.00 | 5,150.00 | 5,150.00 | 0.00 | 0.00% | | |
| 100-1005-60050 | 4,019.23 | 4,959.91 | 50.00 | 5,000.00 | 5,000.00 | 0.00 | 0.00% | | |
| 100-1005-60070 | 377.89 | 383.34 | 93.38 | 650.00 | 650.00 | 0.00 | 0.00% | | |
| 100-1005-61010 | 7,300.00 | 7,348.54 | 5,222.97 | 7,500.00 | 7,500.00 | 0.00 | 0.00% | | |
| Total Department: 1005 - LEGISLATIVE: | 34,191.09 | 35,112.63 | 8,256.79 | 35,995.00 | 35,995.00 | 0.00 | 0.00% | | |
| Department: 1010 - CITY MANAGER | | | | | | | | | |
| 100-1010-50010 | 152,233.86 | 184,168.43 | 26,103.50 | 132,497.00 | 132,497.00 | 0.00 | 0.00% | | |
| 100-1010-50190 | 1,200.00 | 1,250.00 | 250.00 | 1,200.00 | 1,200.00 | 0.00 | 0.00% | | |
| 100-1010-50200 | 6,000.00 | 6,210.00 | 1,150.00 | 6,000.00 | 6,000.00 | 0.00 | 0.00% | | |
| 100-1010-51010 | 17,550.60 | 20,046.05 | 2,018.30 | 9,688.00 | 9,688.00 | 0.00 | 0.00% | | |
| 100-1010-51020 | 20,414.16 | 21,239.40 | 2,350.50 | 11,282.00 | 11,282.00 | 0.00 | 0.00% | | |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget | |
|--|-----------------------------|-----------------------------|--|-------------------------------|--------------------|----------------------------------|-------|
| | | | | Parent Budget | | Increase / (Decrease) | % |
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | |
| UNEMPLOYMENT INSURANCE | 544.74 | 434.00 | 0.00 | 434.00 | 434.00 | 0.00 | 0.00% |
| WORKERS' COMPENSATION | 5,339.24 | 5,044.20 | 2,162.04 | 4,590.00 | 4,590.00 | 0.00 | 0.00% |
| LIFE INSURANCE | 1,035.82 | 1,079.20 | 179.20 | 1,048.00 | 1,048.00 | 0.00 | 0.00% |
| DENTAL INSURANCE | 2,219.28 | 2,219.28 | 0.00 | 800.00 | 800.00 | 0.00 | 0.00% |
| MEDICARE TAX | 2,336.08 | 2,783.90 | 406.35 | 1,921.00 | 1,921.00 | 0.00 | 0.00% |
| DEFERRED COMPENSATION | 2,869.44 | 2,869.44 | 0.00 | 2,506.00 | 2,506.00 | 0.00 | 0.00% |
| OFFICE SUPPLIES | 249.67 | 232.62 | 91.62 | 300.00 | 300.00 | 0.00 | 0.00% |
| DEPARTMENT SUPPLIES | 0.00 | 263.70 | 150.00 | 500.00 | 500.00 | 0.00 | 0.00% |
| POSTAGE | 70.59 | 54.35 | 8.35 | 100.00 | 100.00 | 0.00 | 0.00% |
| DUES AND PUBLICATIONS | 1,360.73 | 2,037.89 | 1,022.00 | 2,038.00 | 2,038.00 | 0.00 | 0.00% |
| TRAINING AND MEETINGS | 2,217.70 | 2,108.07 | 50.00 | 2,096.00 | 2,096.00 | 0.00 | 0.00% |
| PHONE AND INTERNET | 1,322.60 | 1,341.69 | 326.84 | 2,350.00 | 2,350.00 | 0.00 | 0.00% |
| RENTS AND LEASES | 903.97 | 1,159.21 | 130.79 | 1,300.00 | 1,300.00 | 0.00 | 0.00% |
| PROFESSIONAL SERVICES | 3,598.52 | 4,765.87 | 49.53 | 3,500.00 | 3,500.00 | 0.00 | 0.00% |
| FUEL | 1,196.13 | 1,441.52 | 187.75 | 1,400.00 | 1,400.00 | 0.00 | 0.00% |
| EVENTS | 5,312.12 | 4,450.51 | 88.73 | 6,000.00 | 6,000.00 | 0.00 | 0.00% |
| EMPLOYEE APPRECIATION | 387.00 | 190.19 | 0.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00% |
| FARMERS' MARKET | 5,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| CHAMBER OF COMMERCE | 5,000.00 | 2,500.00 | 0.00 | 5,000.00 | 5,000.00 | 0.00 | 0.00% |
| Total Department: 1010 - CITY MANAGER: | | | | 197,550.00 | 197,550.00 | 0.00 | 0.00% |
| Department: 1015 - CITY TREASURER | | | | | | | |
| SALARIES-REGULAR | 900.00 | -589.32 | 200.00 | 1,200.00 | 1,200.00 | 0.00 | 0.00% |
| MEDICARE TAX | 68.85 | 76.50 | 15.30 | 92.00 | 92.00 | 0.00 | 0.00% |
| PROFESSIONAL SERVICES | 0.00 | -21.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 1015 - CITY TREASURER: | | | | 1,292.00 | 1,292.00 | 0.00 | 0.00% |
| Department: 1020 - LEGAL SERVICES | | | | | | | |
| PROFESSIONAL SERVICES | 78,282.31 | 122,880.75 | 2,296.90 | 90,000.00 | 90,000.00 | 0.00 | 0.00% |
| Total Department: 1020 - LEGAL SERVICES: | | | | 90,000.00 | 90,000.00 | 0.00 | 0.00% |
| Department: 1025 - FINANCE | | | | | | | |
| SALARIES-REGULAR | 167,771.20 | 184,435.78 | 17,982.94 | 185,924.00 | 185,924.00 | 0.00 | 0.00% |
| OVERTIME | 79.04 | 9.86 | 8.98 | 0.00 | 0.00 | 0.00 | 0.00% |
| PUBLIC EMPLOYEES RETIREMEN | 15,508.28 | 14,290.68 | 1,657.79 | 16,645.00 | 16,645.00 | 0.00 | 0.00% |
| MEDICAL INSURANCE | 24,959.62 | 19,594.39 | 3,335.54 | 28,783.00 | 28,783.00 | 0.00 | 0.00% |
| UNEMPLOYMENT INSURANCE | 1,614.04 | 1,080.73 | 0.00 | 1,081.00 | 1,081.00 | 0.00 | 0.00% |
| WORKERS' COMPENSATION | 2,208.36 | 1,896.27 | 721.94 | 1,530.00 | 1,530.00 | 0.00 | 0.00% |
| LIFE INSURANCE | 1,819.61 | 1,590.12 | 166.96 | 1,876.00 | 1,876.00 | 0.00 | 0.00% |
| DENTAL INSURANCE | 2,738.76 | 1,296.78 | 270.14 | 3,515.00 | 3,515.00 | 0.00 | 0.00% |
| MEDICARE TAX | 2,401.41 | 2,676.83 | 260.18 | 2,696.00 | 2,696.00 | 0.00 | 0.00% |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Comparison 1 Budget | Comparison 1 to Parent Budget | % |
|--|-----------------------------|-----------------------------|--|-------------------------------|--------------------|------------------------|----------------------------------|-------|
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | | |
| 100-1025-51080 | 714.43 | 1,147.22 | 124.41 | 1,296.00 | 1,296.00 | | | 0.00% |
| 100-1025-60010 | 553.23 | 1,022.53 | 182.98 | 1,000.00 | 1,000.00 | | | 0.00% |
| 100-1025-60020 | 43.21 | 0.00 | 0.00 | 100.00 | 100.00 | | | 0.00% |
| 100-1025-60030 | 164.70 | 126.82 | 19.49 | 150.00 | 150.00 | | | 0.00% |
| 100-1025-60040 | 740.40 | 379.00 | 0.00 | 750.00 | 750.00 | | | 0.00% |
| 100-1025-60050 | 1,560.71 | 425.07 | 0.00 | 1,200.00 | 1,200.00 | | | 0.00% |
| 100-1025-60060 | 1,745.08 | 597.50 | 0.00 | 750.00 | 750.00 | | | 0.00% |
| 100-1025-60070 | 566.80 | 574.97 | 140.07 | 750.00 | 750.00 | | | 0.00% |
| 100-1025-60090 | 1,014.15 | 1,140.37 | 152.35 | 1,150.00 | 1,150.00 | | | 0.00% |
| 100-1025-61010 | 24,949.96 | 23,159.89 | 1,156.07 | 23,000.00 | 23,000.00 | | | 0.00% |
| 100-1025-61050 | 3,118.25 | 4,028.54 | 557.53 | 0.00 | 0.00 | | | 0.00% |
| 100-1025-61060 | 2,404.42 | 145.71 | 0.00 | 6,200.00 | 6,200.00 | | | 0.00% |
| 100-1025-62040 | 1,196.13 | 1,481.53 | 193.11 | 1,440.00 | 1,440.00 | | | 0.00% |
| 100-1025-64020 | 3,310.54 | 5,391.14 | 630.08 | 3,450.00 | 3,450.00 | | | 0.00% |
| Total Department: 1025 - FINANCE: | 261,182.33 | 266,491.73 | 27,560.56 | 283,286.00 | 283,286.00 | 0.00 | 0.00% | |
| Department: 1030 - HUMAN RESOURCES/RISK MANAGEMENT | | | | | | | | |
| 100-1030-60010 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | 0.00% |
| 100-1030-60030 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | 0.00% |
| 100-1030-60040 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | 0.00% |
| Total Department: 1030 - HUMAN RESOURCES/RISK MANAGEMENT... | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Department: 1035 - CITY CLERK | | | | | | | | |
| 100-1035-50010 | 22,406.14 | 28,650.81 | 6,176.32 | 32,685.00 | 32,685.00 | | | 0.00% |
| 100-1035-51010 | 1,532.81 | 2,001.03 | 477.50 | 2,527.00 | 2,527.00 | | | 0.00% |
| 100-1035-51020 | 3,482.06 | 4,434.82 | 956.16 | 4,433.00 | 4,433.00 | | | 0.00% |
| 100-1035-51030 | 216.94 | 216.95 | 0.00 | 217.00 | 217.00 | | | 0.00% |
| 100-1035-51040 | 327.68 | 561.73 | 359.08 | 765.00 | 765.00 | | | 0.00% |
| 100-1035-51050 | 298.49 | 284.10 | 59.20 | 309.00 | 309.00 | | | 0.00% |
| 100-1035-51060 | 551.21 | 661.52 | 137.82 | 913.00 | 913.00 | | | 0.00% |
| 100-1035-51070 | 324.67 | 419.63 | 90.45 | 474.00 | 474.00 | | | 0.00% |
| 100-1035-51080 | 0.00 | 299.73 | 62.45 | 300.00 | 300.00 | | | 0.00% |
| 100-1035-60010 | 1,860.37 | 2,852.36 | 329.40 | 1,350.00 | 1,350.00 | | | 0.00% |
| 100-1035-60020 | 478.03 | 50.97 | 0.00 | 100.00 | 100.00 | | | 0.00% |
| 100-1035-60030 | 188.22 | 144.94 | 22.28 | 200.00 | 200.00 | | | 0.00% |
| 100-1035-60040 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | 0.00% |
| 100-1035-60050 | 1,133.39 | 1,290.65 | 0.00 | 1,300.00 | 1,300.00 | | | 0.00% |
| 100-1035-60060 | 2,620.14 | 106.92 | 717.00 | 3,500.00 | 3,500.00 | | | 0.00% |
| 100-1035-60070 | 3,442.14 | 3,735.35 | 861.96 | 4,200.00 | 4,200.00 | | | 0.00% |
| 100-1035-60090 | 715.40 | 804.46 | 104.57 | 875.00 | 875.00 | | | 0.00% |
| 100-1035-60100 | 186.00 | 186.00 | 154.17 | 200.00 | 200.00 | | | 0.00% |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget | | % |
|--|-----------------------------|-----------------------------|--|-------------------------------|---------------------|----------------------------------|--|--------------|
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | Increase / (Decrease) | | |
| 100-1035-61010 | 2,216.74 | 1,487.97 | 571.03 | 3,500.00 | 3,500.00 | 0.00 | | 0.00% |
| 100-1035-61040 | 11,788.14 | 12,441.57 | 2,968.25 | 15,050.00 | 15,050.00 | 0.00 | | 0.00% |
| 100-1035-61170 | 200.00 | 0.00 | 215.38 | 15,200.00 | 15,200.00 | 0.00 | | 0.00% |
| Total Department: 1035 - CITY CLERK: | 53,968.57 | 60,631.51 | 14,263.02 | 88,098.00 | 88,098.00 | 0.00 | | 0.00% |
| Department: 1040 - PLANNING/BUILDING | | | | | | | | |
| 100-1040-50010 | 92,421.74 | 116,478.92 | 26,886.31 | 140,872.00 | 145,272.00 | 4,400.00 | | 3.12% |
| 100-1040-50030 | 0.00 | 206.24 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00% |
| 100-1040-51010 | 5,482.65 | 7,436.21 | 2,040.26 | 11,965.00 | 11,965.00 | 0.00 | | 0.00% |
| 100-1040-51020 | 21,793.12 | 27,795.03 | 6,343.57 | 29,700.00 | 29,700.00 | 0.00 | | 0.00% |
| 100-1040-51030 | 1,424.50 | 1,211.78 | 0.00 | 1,085.00 | 1,085.00 | 0.00 | | 0.00% |
| 100-1040-51040 | 2,597.60 | 2,487.25 | 1,081.02 | 2,295.00 | 2,295.00 | 0.00 | | 0.00% |
| 100-1040-51050 | 1,088.21 | 908.89 | 204.55 | 1,102.00 | 1,102.00 | 0.00 | | 0.00% |
| 100-1040-51060 | 2,496.76 | 3,144.09 | 693.56 | 4,080.00 | 4,080.00 | 0.00 | | 0.00% |
| 100-1040-51070 | 2,045.25 | 2,176.89 | 408.03 | 2,229.00 | 2,229.00 | 0.00 | | 0.00% |
| 100-1040-51080 | 50.01 | 0.00 | 0.00 | 600.00 | 600.00 | 0.00 | | 0.00% |
| 100-1040-60010 | 776.80 | 1,212.65 | 274.50 | 1,170.00 | 1,170.00 | 0.00 | | 0.00% |
| 100-1040-60020 | 651.62 | 573.22 | 489.70 | 700.00 | 700.00 | 0.00 | | 0.00% |
| 100-1040-60030 | 235.29 | 181.17 | 27.84 | 300.00 | 300.00 | 0.00 | | 0.00% |
| 100-1040-60040 | 4,338.36 | 3,752.05 | 3,410.01 | 4,500.00 | 4,500.00 | 0.00 | | 0.00% |
| 100-1040-60050 | 206.35 | 75.00 | 0.00 | 1,000.00 | 1,000.00 | 0.00 | | 0.00% |
| 100-1040-60060 | 1,562.17 | 319.50 | 95.60 | 2,000.00 | 2,000.00 | 0.00 | | 0.00% |
| 100-1040-60070 | 566.80 | 574.97 | 140.07 | 1,000.00 | 1,000.00 | 0.00 | | 0.00% |
| 100-1040-60090 | 858.20 | 1,038.37 | 130.87 | 1,000.00 | 1,000.00 | 0.00 | | 0.00% |
| 100-1040-61010 | 71,917.20 | 85,802.11 | 18,629.61 | 88,500.00 | 88,500.00 | 0.00 | | 0.00% |
| 100-1040-61060 | 3,445.72 | 0.00 | 0.00 | 3,500.00 | 3,500.00 | 0.00 | | 0.00% |
| Total Department: 1040 - PLANNING/BUILDING: | 213,958.35 | 253,374.34 | 60,855.50 | 297,598.00 | 301,998.00 | 4,400.00 | | 1.48% |
| Department: 1045 - POLICE SERVICES | | | | | | | | |
| 100-1045-51010 | 72,162.00 | 71,416.00 | 72,080.00 | 74,560.00 | 74,560.00 | 0.00 | | 0.00% |
| 100-1045-61010 | 1,223,668.65 | 1,064,710.71 | 96,690.54 | 1,150,000.00 | 1,150,000.00 | 0.00 | | 0.00% |
| 100-1045-62050 | 59,424.35 | 49,288.94 | 5,458.50 | 65,502.00 | 65,502.00 | 0.00 | | 0.00% |
| Total Department: 1045 - POLICE SERVICES: | 1,355,255.00 | 1,185,415.65 | 174,229.04 | 1,290,062.00 | 1,290,062.00 | 0.00 | | 0.00% |
| Department: 1050 - ANIMAL CONTROL | | | | | | | | |
| 100-1050-61010 | 43,286.00 | 41,976.00 | 10,904.00 | 43,614.00 | 43,614.00 | 0.00 | | 0.00% |
| 100-1050-65020 | 4,761.00 | 4,760.00 | 2,380.00 | 4,761.00 | 4,761.00 | 0.00 | | 0.00% |
| Total Department: 1050 - ANIMAL CONTROL: | 48,047.00 | 46,736.00 | 13,284.00 | 48,375.00 | 48,375.00 | 0.00 | | 0.00% |
| Department: 1055 - PUBLIC WORKS | | | | | | | | |
| 100-1055-50010 | 26,208.84 | 30,378.62 | 5,994.84 | 30,780.00 | 30,780.00 | 0.00 | | 0.00% |
| 100-1055-51010 | 2,733.89 | 1,637.25 | 463.55 | 2,380.00 | 2,380.00 | 0.00 | | 0.00% |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget | | % |
|--|-----------------------------|-----------------------------|--|-------------------------------|--------------------|----------------------------------|-----------|---|
| | | | | Parent Budget | | Increase / (Decrease) | | |
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | | |
| MEDICAL INSURANCE | 5,706.09 | 5,129.02 | 1,388.54 | 6,930.00 | 6,930.00 | 0.00 | 0.00% | |
| UNEMPLOYMENT INSURANCE | 151.91 | 151.94 | 0.00 | 152.00 | 152.00 | 0.00 | 0.00% | |
| WORKERS' COMPENSATION | 3,076.24 | 2,725.85 | 1,081.02 | 2,295.00 | 2,295.00 | 0.00 | 0.00% | |
| LIFE INSURANCE | 274.77 | 175.78 | 44.56 | 241.00 | 241.00 | 0.00 | 0.00% | |
| DENTAL INSURANCE | 460.35 | 304.96 | 161.81 | 952.00 | 952.00 | 0.00 | 0.00% | |
| MEDICARE TAX | 376.75 | 369.34 | 86.66 | 446.00 | 446.00 | 0.00 | 0.00% | |
| DEFERRED COMPENSATION | 160.07 | 118.36 | 31.25 | 210.00 | 210.00 | 0.00 | 0.00% | |
| OFFICE SUPPLIES | 839.23 | 881.77 | 311.10 | 1,108.00 | 1,108.00 | 0.00 | 0.00% | |
| DEPARTMENT SUPPLIES | 4,673.12 | 3,924.33 | 529.77 | 4,500.00 | 4,500.00 | 0.00 | 0.00% | |
| POSTAGE | 224.15 | 181.14 | 27.84 | 208.00 | 208.00 | 0.00 | 0.00% | |
| TRAINING AND MEETINGS | 220.50 | 600.00 | 340.00 | 600.00 | 600.00 | 0.00 | 0.00% | |
| PHONE AND INTERNET | 2,456.25 | 2,491.63 | 607.00 | 3,000.00 | 3,000.00 | 0.00 | 0.00% | |
| UNIFORM AND CLOTHING | 1,262.46 | 1,162.03 | 101.52 | 1,300.00 | 1,300.00 | 0.00 | 0.00% | |
| PROFESSIONAL SERVICES | 1,371.91 | 1,115.41 | 49.53 | 1,135.00 | 46,135.00 | 45,000.00 | 3,964.76% | |
| TEMPORARY EMPLOYEE SERVICE | 0.00 | 171.00 | 0.00 | 250.00 | 250.00 | 0.00 | 0.00% | |
| FUEL | 785.33 | 644.07 | 97.05 | 800.00 | 800.00 | 0.00 | 0.00% | |
| CLEANUP DAY | 721.31 | 430.00 | 0.00 | 1,500.00 | 1,500.00 | 0.00 | 0.00% | |
| AB939 GRANT WORK | 0.00 | 10,889.74 | 0.00 | 5,000.00 | 5,000.00 | 0.00 | 0.00% | |
| Total Department: 1055 - PUBLIC WORKS: | 51,703.17 | 63,482.24 | 11,316.04 | 63,787.00 | 108,787.00 | 45,000.00 | 70.55% | |
| Department: 1060 - BUILDINGS AND GROUNDS | | | | | | | | |
| 100-1060-50010 | 14,429.42 | 24,546.73 | 4,642.81 | 20,540.00 | 20,540.00 | 0.00 | 0.00% | |
| 100-1060-50030 | 618.16 | 1,237.33 | 274.25 | 2,000.00 | 2,000.00 | 0.00 | 0.00% | |
| 100-1060-51010 | 1,637.42 | 1,768.09 | 388.60 | 2,384.00 | 2,384.00 | 0.00 | 0.00% | |
| 100-1060-51020 | 2,772.91 | 3,835.35 | 879.15 | 4,831.00 | 4,831.00 | 0.00 | 0.00% | |
| 100-1060-51030 | 114.95 | 146.33 | 0.00 | 300.00 | 300.00 | 0.00 | 0.00% | |
| 100-1060-51040 | 1,993.88 | 1,789.12 | 721.94 | 1,530.00 | 1,530.00 | 0.00 | 0.00% | |
| 100-1060-51050 | 147.27 | 174.92 | 37.35 | 195.00 | 195.00 | 0.00 | 0.00% | |
| 100-1060-51060 | 199.60 | 278.52 | 76.07 | 568.00 | 568.00 | 0.00 | 0.00% | |
| 100-1060-51070 | 218.57 | 280.37 | 56.77 | 298.00 | 298.00 | 0.00 | 0.00% | |
| 100-1060-51080 | 90.13 | 95.67 | 21.20 | 120.00 | 120.00 | 0.00 | 0.00% | |
| 100-1060-60010 | 51.22 | 44.19 | 18.28 | 55.00 | 55.00 | 0.00 | 0.00% | |
| 100-1060-60020 | 5,324.57 | 3,758.22 | 476.30 | 3,820.00 | 3,820.00 | 0.00 | 0.00% | |
| 100-1060-60040 | 0.00 | 200.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 100-1060-60070 | 2,375.31 | 2,467.44 | 619.19 | 2,850.00 | 2,850.00 | 0.00 | 0.00% | |
| 100-1060-60080 | 13,856.66 | 14,372.48 | 2,674.50 | 15,000.00 | 15,000.00 | 0.00 | 0.00% | |
| 100-1060-60110 | 1,225.56 | 1,115.64 | 88.04 | 1,300.00 | 1,300.00 | 0.00 | 0.00% | |
| 100-1060-60120 | 504.12 | 302.05 | 0.00 | 400.00 | 400.00 | 0.00 | 0.00% | |
| 100-1060-61010 | 3,378.13 | 4,675.46 | 441.88 | 5,815.00 | 5,815.00 | 0.00 | 0.00% | |
| 100-1060-61050 | 0.00 | 1,021.44 | 0.00 | 2,000.00 | 2,000.00 | 0.00 | 0.00% | |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget | |
|--|-----------------------------|-----------------------------|--|--|--------------------|----------------------------------|--------------|
| | | | | Parent Budget 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | Increase / (Decrease) | % |
| | | | | | | | |
| 100-1060-61080 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 100-1060-62010 | 1,679.26 | 5,536.87 | 525.15 | 6,500.00 | 6,500.00 | 0.00 | 0.00% |
| 100-1060-62030 | 0.00 | 183.35 | 14.76 | 240.00 | 240.00 | 0.00 | 0.00% |
| 100-1060-62040 | 786.28 | 798.87 | 134.10 | 1,000.00 | 1,000.00 | 0.00 | 0.00% |
| 100-1060-70020 | 0.00 | 0.00 | 0.00 | 500.00 | 500.00 | 0.00 | 0.00% |
| 100-1060-70050 | 2,965.68 | 2,000.00 | 0.00 | 1,600.00 | 1,600.00 | 0.00 | 0.00% |
| Total Department: 1060 - BUILDINGS AND GROUNDS: | 54,369.10 | 70,628.44 | 12,090.34 | 73,846.00 | 73,846.00 | 0.00 | 0.00% |
| Department: 1065 - PARKS AND RECREATION | | | | | | | |
| 100-1065-50010 | 21,011.50 | 36,848.11 | 6,965.16 | 31,735.00 | 31,735.00 | 0.00 | 0.00% |
| 100-1065-50030 | 817.49 | 1,685.53 | 388.78 | 3,000.00 | 3,000.00 | 0.00 | 0.00% |
| 100-1065-51010 | 2,388.29 | 2,558.16 | 572.44 | 3,441.00 | 3,441.00 | 0.00 | 0.00% |
| 100-1065-51020 | 4,283.98 | 6,272.80 | 1,456.85 | 8,246.00 | 8,246.00 | 0.00 | 0.00% |
| 100-1065-51030 | 164.78 | 227.60 | 0.00 | 239.00 | 239.00 | 0.00 | 0.00% |
| 100-1065-51040 | 2,895.52 | 2,635.07 | 1,081.02 | 2,295.00 | 2,295.00 | 0.00 | 0.00% |
| 100-1065-51050 | 210.52 | 264.54 | 57.02 | 301.00 | 301.00 | 0.00 | 0.00% |
| 100-1065-51060 | 309.43 | 467.15 | 133.46 | 816.00 | 816.00 | 0.00 | 0.00% |
| 100-1065-51070 | 316.61 | 432.17 | 88.66 | 460.00 | 460.00 | 0.00 | 0.00% |
| 100-1065-51080 | 134.86 | 145.79 | 33.02 | 195.00 | 195.00 | 0.00 | 0.00% |
| 100-1065-60010 | 74.40 | 66.29 | 27.45 | 100.00 | 100.00 | 0.00 | 0.00% |
| 100-1065-60020 | 6,190.05 | 4,598.53 | 1,037.07 | 5,000.00 | 5,000.00 | 0.00 | 0.00% |
| 100-1065-60030 | 47.05 | 36.23 | 5.57 | 100.00 | 100.00 | 0.00 | 0.00% |
| 100-1065-60060 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 100-1065-60070 | 1,417.08 | 1,437.48 | 350.18 | 1,600.00 | 1,600.00 | 0.00 | 0.00% |
| 100-1065-60080 | 42,823.85 | 31,288.31 | 11,208.93 | 39,000.00 | 39,000.00 | 0.00 | 0.00% |
| 100-1065-60090 | 1,873.90 | 2,248.18 | 274.58 | 2,500.00 | 2,500.00 | 0.00 | 0.00% |
| 100-1065-60110 | 522.21 | 464.85 | 48.93 | 500.00 | 500.00 | 0.00 | 0.00% |
| 100-1065-60120 | 296.21 | 350.00 | 0.00 | 350.00 | 350.00 | 0.00 | 0.00% |
| 100-1065-61010 | 2,392.30 | 2,476.75 | 49.53 | 3,000.00 | 3,000.00 | 0.00 | 0.00% |
| 100-1065-61050 | 0.00 | 1,447.80 | 0.00 | 3,000.00 | 3,000.00 | 0.00 | 0.00% |
| 100-1065-62010 | 3,366.53 | 2,836.82 | 14.38 | 3,800.00 | 3,800.00 | 0.00 | 0.00% |
| 100-1065-62030 | 286.05 | 683.35 | 43.06 | 1,000.00 | 1,000.00 | 0.00 | 0.00% |
| 100-1065-70050 | 2,965.68 | 2,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 1065 - PARKS AND RECREATION: | 94,788.29 | 101,471.51 | 23,836.09 | 110,678.00 | 110,678.00 | 0.00 | 0.00% |
| Department: 1070 - STREET MAINTENANCE | | | | | | | |
| 100-1070-50010 | 55,431.99 | 49,869.87 | 9,404.17 | 51,172.00 | 51,172.00 | 0.00 | 0.00% |
| 100-1070-50030 | 2,122.19 | 3,502.63 | 952.41 | 4,000.00 | 4,000.00 | 0.00 | 0.00% |
| 100-1070-51010 | 4,301.81 | 2,941.81 | 721.73 | 5,000.00 | 5,000.00 | 0.00 | 0.00% |
| 100-1070-51020 | 14,029.58 | 12,446.30 | 2,983.35 | 17,626.00 | 17,626.00 | 0.00 | 0.00% |
| 100-1070-51030 | 524.02 | 407.25 | 0.00 | 391.00 | 391.00 | 0.00 | 0.00% |

Budget Comparison Report

| Account Number | | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget Increase / (Decrease) | % |
|---|----------------------------|-----------------------------|-----------------------------|--|-------------------------------|--------------------|--|----------------|
| | | | | | Parent Budget | | | |
| | | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | |
| Department: 1075 - FLEET MAINTENANCE: | | | | | | | | |
| 100-1070-51040 | WORKERS' COMPENSATION | 8,408.52 | 8,166.85 | 3,605.92 | 7,650.00 | 7,650.00 | 0.00 | 0.00% |
| 100-1070-51050 | LIFE INSURANCE | 666.17 | 411.57 | 89.79 | 473.00 | 473.00 | 0.00 | 0.00% |
| 100-1070-51060 | DENTAL INSURANCE | 1,541.62 | 1,102.19 | 302.21 | 2,450.00 | 2,450.00 | 0.00 | 0.00% |
| 100-1070-51070 | MEDICARE TAX | 834.33 | 721.17 | 150.96 | 742.00 | 742.00 | 0.00 | 0.00% |
| 100-1070-51080 | DEFERRED COMPENSATION | 270.07 | 209.40 | 49.01 | 330.00 | 330.00 | 0.00 | 0.00% |
| 100-1070-60010 | OFFICE SUPPLIES | 0.00 | 0.00 | 0.00 | 300.00 | 300.00 | 0.00 | 0.00% |
| 100-1070-60020 | DEPARTMENT SUPPLIES | 2,537.29 | 3,359.20 | 393.83 | 3,750.00 | 3,750.00 | 0.00 | 0.00% |
| 100-1070-60030 | POSTAGE | 11.12 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 100-1070-60040 | DUES AND PUBLICATIONS | 0.00 | 287.00 | 0.00 | 385.00 | 385.00 | 0.00 | 0.00% |
| 100-1070-60070 | PHONE AND INTERNET | 0.00 | 0.00 | 0.00 | 2,500.00 | 2,500.00 | 0.00 | 0.00% |
| 100-1070-60110 | UNIFORM AND CLOTHING | 2,269.32 | 1,394.43 | 136.97 | 1,650.00 | 1,650.00 | 0.00 | 0.00% |
| 100-1070-60120 | SMALL TOOLS | 0.00 | 430.44 | 0.00 | 500.00 | 500.00 | 0.00 | 0.00% |
| 100-1070-61010 | PROFESSIONAL SERVICES | 22,888.43 | 17,941.00 | 0.00 | 300.00 | 300.00 | 0.00 | 0.00% |
| 100-1070-61050 | TEMPORARY EMPLOYEE SERVICE | 0.00 | 171.00 | 0.00 | 250.00 | 250.00 | 0.00 | 0.00% |
| 100-1070-62010 | MAINTENANCE BUILDINGS AND | 0.00 | 957.31 | 0.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00% |
| 100-1070-62020 | MAINTENANCE VEHICLES | 1,272.98 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 100-1070-62030 | MAINTENANCE OF EQUIPMENT | 0.00 | 157.28 | 0.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00% |
| 100-1070-62040 | FUEL | 6,242.16 | 826.79 | 86.84 | 800.00 | 800.00 | 0.00 | 0.00% |
| 100-1070-70040 | VEHICLES | 0.00 | 366.66 | 31.99 | 520.00 | 520.00 | 0.00 | 0.00% |
| 100-1070-70050 | OTHER EQUIPMENT | 0.00 | 2,972.65 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 1070 - STREET MAINTENANCE: | | 123,351.60 | 108,642.80 | 18,909.18 | 102,789.00 | 102,789.00 | 0.00 | 0.00% |
| Department: 1075 - FLEET MAINTENANCE | | | | | | | | |
| 100-1075-60010 | OFFICE SUPPLIES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 100-1075-60020 | DEPARTMENT SUPPLIES | 5.71 | 216.25 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 100-1075-60070 | PHONE AND INTERNET | 2,550.78 | 2,587.44 | 630.34 | 3,100.00 | 3,100.00 | 0.00 | 0.00% |
| 100-1075-60120 | SMALL TOOLS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 100-1075-61010 | PROFESSIONAL SERVICES | 868.99 | 854.86 | 0.00 | 750.00 | 750.00 | 0.00 | 0.00% |
| 100-1075-62020 | MAINTENANCE VEHICLES | 8,605.05 | 8,773.96 | 450.00 | 9,500.00 | 14,500.00 | 5,000.00 | 52.63% |
| 100-1075-62030 | MAINTENANCE OF EQUIPMENT | 177.64 | 1,000.00 | 0.00 | 1,300.00 | 1,300.00 | 0.00 | 0.00% |
| 100-1075-62040 | FUEL | 1,140.02 | 281.19 | 0.00 | 1,500.00 | 1,500.00 | 0.00 | 0.00% |
| 100-1075-70040 | VEHICLES | 0.00 | 78,139.47 | 0.00 | 78,072.00 | 0.00 | -78,072.00 | -100.00% |
| Total Department: 1075 - FLEET MAINTENANCE: | | 13,348.19 | 91,853.17 | 1,080.34 | 94,222.00 | 21,150.00 | -73,072.00 | -77.55% |
| Department: 9999 - NON DEPARTMENTAL | | | | | | | | |
| 100-9999-51010 | PUBLIC EMPLOYEES RETIREMEN | 85,319.27 | 99,931.22 | 92,498.92 | 109,091.00 | 109,091.00 | 0.00 | 0.00% |
| 100-9999-60100 | INSURANCE AND SURETIES | 18,709.00 | 21,516.00 | 20,524.16 | 27,000.00 | 27,000.00 | 0.00 | 0.00% |
| 100-9999-61010 | PROFESSIONAL SERVICES | 0.00 | 3,600.00 | 0.00 | 3,600.00 | 3,600.00 | 0.00 | 0.00% |
| 100-9999-64060 | TAX ADMINISTRATION | 4,646.94 | 17,695.51 | 0.00 | 4,850.00 | 4,850.00 | 0.00 | 0.00% |
| 100-9999-66000 | TRANSFER OUT | 10,768.82 | 34,481.68 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget | | % |
|--|-----------------------------|-----------------------------|--|-------------------------------|--------------------|----------------------------------|---------|---|
| | | | | Parent Budget | | Increase / (Decrease) | | |
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | | |
| IT REPLACEMENT | | | | | | | | |
| 100-9999-66010 | 2,500.00 | 5,000.00 | 0.00 | 5,000.00 | 5,000.00 | 0.00 | 0.00% | |
| Total Department: 9999 - NON DEPARTMENTAL: | | | | | | | | |
| | 121,944.03 | 182,224.41 | 113,023.08 | 149,541.00 | 149,541.00 | 0.00 | 0.00% | |
| Total Expense: | | | | | | | | |
| | 2,743,720.13 | 2,858,300.88 | 517,941.68 | 2,927,119.00 | 2,903,447.00 | -23,672.00 | -0.81% | |
| Total Fund: 100 - GENERAL FUND: | | | | | | | | |
| | 149,091.19 | 229,077.97 | -401,144.48 | 68,351.00 | 138,726.00 | 70,375.00 | 102.96% | |
| Fund: 210 - SEWER | | | | | | | | |
| Revenue | | | | | | | | |
| Department: 2110 - SEWER OPERATIONS | | | | | | | | |
| 210-2110-45500 | 3,134,199.89 | 2,854,258.18 | 717,302.75 | 2,904,002.00 | 2,904,002.00 | 0.00 | 0.00% | |
| 210-2110-46040 | 13,377.33 | 13,004.92 | 433.28 | 4,340.00 | 4,340.00 | 0.00 | 0.00% | |
| 210-2110-46080 | 38,440.24 | 34,193.56 | 9,296.41 | 31,500.00 | 31,500.00 | 0.00 | 0.00% | |
| 210-2110-46120 | 2,257.00 | 2,551.60 | 4,000.00 | 2,550.00 | 2,550.00 | 0.00 | 0.00% | |
| Total Department: 2110 - SEWER OPERATIONS: | | | | | | | | |
| | 3,188,274.46 | 2,904,008.26 | 731,032.44 | 2,942,392.00 | 2,942,392.00 | 0.00 | 0.00% | |
| Total Revenue: | | | | | | | | |
| | 3,188,274.46 | 2,904,008.26 | 731,032.44 | 2,942,392.00 | 2,942,392.00 | 0.00 | 0.00% | |
| Expense | | | | | | | | |
| Department: 2110 - SEWER OPERATIONS | | | | | | | | |
| 210-2110-50010 | 186,863.61 | 175,850.81 | 35,549.45 | 210,026.00 | 210,026.00 | 0.00 | 0.00% | |
| 210-2110-50030 | 5,220.93 | 5,238.69 | 900.33 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 210-2110-51010 | 80,481.66 | 45,378.93 | 14,943.87 | 51,621.00 | 51,621.00 | 0.00 | 0.00% | |
| 210-2110-51020 | 45,421.09 | 39,021.06 | 8,303.54 | 53,915.00 | 53,915.00 | 0.00 | 0.00% | |
| 210-2110-51030 | 1,718.23 | 1,237.99 | 0.00 | 1,332.00 | 1,332.00 | 0.00 | 0.00% | |
| 210-2110-51040 | 20,151.40 | 19,986.58 | 9,014.82 | 19,125.00 | 19,125.00 | 0.00 | 0.00% | |
| 210-2110-51050 | 2,158.62 | 1,460.33 | 292.21 | 1,854.00 | 1,854.00 | 0.00 | 0.00% | |
| 210-2110-51060 | 4,759.10 | 3,405.26 | 766.69 | 7,343.00 | 7,343.00 | 0.00 | 0.00% | |
| 210-2110-51070 | 2,772.71 | 2,490.57 | 521.49 | 3,045.00 | 3,045.00 | 0.00 | 0.00% | |
| 210-2110-51080 | 943.71 | 813.29 | 164.00 | 1,248.00 | 1,248.00 | 0.00 | 0.00% | |
| 210-2110-60010 | 959.20 | 1,195.61 | 155.54 | 1,500.00 | 1,500.00 | 0.00 | 0.00% | |
| 210-2110-60020 | 654.40 | 107.11 | 0.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00% | |
| 210-2110-60030 | 12,940.19 | 12,568.98 | 4,221.19 | 14,900.00 | 14,900.00 | 0.00 | 0.00% | |
| 210-2110-60040 | 247.00 | 1,000.00 | 0.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00% | |
| 210-2110-60050 | 30.44 | 295.00 | 0.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00% | |
| 210-2110-60060 | 132.66 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 210-2110-60070 | 3,119.18 | 3,547.59 | 706.36 | 4,200.00 | 4,200.00 | 0.00 | 0.00% | |
| 210-2110-60090 | 1,981.47 | 2,262.21 | 292.00 | 2,500.00 | 2,500.00 | 0.00 | 0.00% | |
| 210-2110-60100 | 23,384.00 | 26,895.00 | 25,652.64 | 33,750.00 | 33,750.00 | 0.00 | 0.00% | |
| 210-2110-60110 | 2,045.10 | 2,323.98 | 234.79 | 2,700.00 | 2,700.00 | 0.00 | 0.00% | |
| 210-2110-60120 | 0.00 | 155.49 | 0.00 | 225.00 | 225.00 | 0.00 | 0.00% | |
| 210-2110-61005 | 0.00 | 9,157.75 | 0.00 | 10,000.00 | 10,000.00 | 0.00 | 0.00% | |
| 210-2110-61010 | 44,139.03 | 68,227.54 | 49.53 | 73,500.00 | 73,500.00 | 0.00 | 0.00% | |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Parent Budget | | Comparison 1 Budget to Parent Budget | | % |
|--|-----------------------------|-----------------------------|--|-------------------------------|---------------------|---|--|--------------|
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | Increase / (Decrease) | | |
| 210-2110-61020 | 238,000.00 | 238,000.00 | 0.00 | 238,000.00 | 238,000.00 | 0.00 | | 0.00% |
| 210-2110-61040 | 17,681.64 | 18,661.48 | 4,452.15 | 23,000.00 | 23,000.00 | 0.00 | | 0.00% |
| 210-2110-61050 | 0.00 | 4,150.64 | 574.43 | 2,050.00 | 2,050.00 | 0.00 | | 0.00% |
| 210-2110-61060 | 2,678.88 | 203.99 | 0.00 | 2,500.00 | 2,500.00 | 0.00 | | 0.00% |
| 210-2110-61070 | 2,932.50 | 1,825.00 | 0.00 | 2,500.00 | 2,500.00 | 0.00 | | 0.00% |
| 210-2110-62020 | 5,170.43 | 1,610.53 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00% |
| 210-2110-62030 | 19,957.78 | 26,593.67 | 1,220.19 | 27,000.00 | 27,000.00 | 0.00 | | 0.00% |
| 210-2110-62040 | 3,745.27 | 3,178.63 | 475.04 | 4,000.00 | 4,000.00 | 0.00 | | 0.00% |
| 210-2110-64050 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00% |
| 210-2110-66000 | 284,850.00 | 284,852.00 | 0.00 | 284,850.00 | 289,850.00 | 5,000.00 | | 1.76% |
| 210-2110-70040 | 0.00 | 2,826.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00% |
| 210-2110-70050 | 5,513.95 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00% |
| Total Department: 2110 - SEWER OPERATIONS: | 1,020,654.18 | 1,004,521.71 | 108,490.26 | 1,079,684.00 | 1,084,684.00 | 5,000.00 | | 0.46% |
| Department: 2120 - WASTE WATER TREATMENT PLANT OPERATIONS | | | | | | | | |
| 210-2120-50010 | 61,105.67 | 79,668.82 | 17,002.76 | 74,142.00 | 74,142.00 | 0.00 | | 0.00% |
| 210-2120-50030 | 4,510.04 | 4,251.44 | 151.59 | 5,000.00 | 5,000.00 | 0.00 | | 0.00% |
| 210-2120-51010 | 17,945.44 | 21,570.40 | 30,014.52 | 22,541.00 | 22,541.00 | 0.00 | | 0.00% |
| 210-2120-51020 | 19,848.67 | 24,655.22 | 5,180.36 | 18,810.00 | 18,810.00 | 0.00 | | 0.00% |
| 210-2120-51030 | 412.35 | 603.89 | 0.00 | 412.00 | 412.00 | 0.00 | | 0.00% |
| 210-2120-51040 | 9,010.28 | 8,864.49 | 3,965.02 | 8,415.00 | 8,415.00 | 0.00 | | 0.00% |
| 210-2120-51050 | 573.26 | 752.83 | 154.93 | 614.00 | 614.00 | 0.00 | | 0.00% |
| 210-2120-51060 | 2,237.88 | 2,683.26 | 550.22 | 2,584.00 | 2,584.00 | 0.00 | | 0.00% |
| 210-2120-51070 | 937.67 | 1,202.50 | 241.76 | 1,075.00 | 1,075.00 | 0.00 | | 0.00% |
| 210-2120-51080 | 298.68 | 418.84 | 87.11 | 360.00 | 360.00 | 0.00 | | 0.00% |
| 210-2120-60010 | 660.08 | 403.70 | 66.09 | 521.00 | 521.00 | 0.00 | | 0.00% |
| 210-2120-60020 | 10,434.86 | 7,657.40 | 192.22 | 8,050.00 | 8,050.00 | 0.00 | | 0.00% |
| 210-2120-60030 | 470.58 | 362.34 | 55.69 | 420.00 | 420.00 | 0.00 | | 0.00% |
| 210-2120-60040 | 17,429.00 | 19,133.70 | 0.00 | 20,500.00 | 20,500.00 | 0.00 | | 0.00% |
| 210-2120-60050 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00% |
| 210-2120-60070 | 3,033.79 | 2,395.81 | 583.65 | 3,000.00 | 3,000.00 | 0.00 | | 0.00% |
| 210-2120-60080 | 122,052.77 | 129,808.80 | 20,543.26 | 145,845.00 | 145,845.00 | 0.00 | | 0.00% |
| 210-2120-60090 | 2,204.71 | 2,506.17 | 328.81 | 2,750.00 | 2,750.00 | 0.00 | | 0.00% |
| 210-2120-60100 | 23,386.00 | 26,895.00 | 25,652.64 | 33,750.00 | 33,750.00 | 0.00 | | 0.00% |
| 210-2120-60110 | 1,348.19 | 1,394.43 | 127.20 | 1,650.00 | 1,650.00 | 0.00 | | 0.00% |
| 210-2120-60120 | 3,313.77 | 776.00 | 84.31 | 800.00 | 800.00 | 0.00 | | 0.00% |
| 210-2120-61010 | 16,042.89 | 33,937.85 | 1,822.88 | 25,700.00 | 65,700.00 | 40,000.00 | | 155.64% |
| 210-2120-61050 | 3,212.74 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00% |
| 210-2120-61070 | 0.00 | 0.00 | 0.00 | 5,000.00 | 5,000.00 | 0.00 | | 0.00% |
| 210-2120-61150 | 42,396.95 | 67,743.22 | 2,294.00 | 77,600.00 | 77,600.00 | 0.00 | | 0.00% |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Comparison 1 Budget | Comparison 1 to Parent Budget | % |
|--|-----------------------------|-----------------------------|--|-------------------------------|--------------------|------------------------|----------------------------------|----------|
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | | |
| 210-2120-61160 | 12,402.28 | 23,235.47 | 0.00 | 12,000.00 | 23,500.00 | | | 95.83% |
| 210-2120-62010 | 2,461.81 | 300.00 | 0.00 | 3,000.00 | 3,000.00 | | | 0.00% |
| 210-2120-62020 | 0.00 | 9,363.24 | 0.00 | 1,500.00 | 1,500.00 | | | 0.00% |
| 210-2120-62030 | 8,909.80 | 11,861.61 | 1,032.42 | 15,000.00 | 15,000.00 | | | 0.00% |
| 210-2120-62040 | 5,264.36 | 4,290.80 | 702.34 | 6,000.00 | 6,000.00 | | | 0.00% |
| 210-2120-66000 | 1,735,870.00 | 1,735,872.00 | 0.00 | 1,735,870.00 | 1,068,868.00 | | | -38.42% |
| 210-2120-70050 | 5,515.60 | 0.00 | 0.00 | 0.00 | 27,000.00 | | | 0.00% |
| Total Department: 2120 - WASTE WATER TREATMENT PLANT OP... | 2,133,290.12 | 2,222,609.23 | 110,833.78 | 2,232,909.00 | 1,644,407.00 | | | -26.36% |
| Total Expense: | 3,153,944.30 | 3,227,130.94 | 219,324.04 | 3,312,593.00 | 2,729,091.00 | | | -17.61% |
| Total Fund: 210 - SEWER: | 34,330.16 | -323,122.68 | 511,708.40 | -370,201.00 | 213,301.00 | | | -157.62% |
| Revenue | | | | | | | | |
| Department: 7000 - CAPITAL PROJECTS | | | | | | | | |
| 215-7000-45610 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | 0.00% |
| 215-7000-46040 | 17,291.27 | 16,508.43 | 692.82 | 5,000.00 | 5,000.00 | | | 0.00% |
| 215-7000-49010 | 279,850.00 | 284,852.00 | 0.00 | 284,850.00 | 284,850.00 | | | 0.00% |
| Total Department: 7000 - CAPITAL PROJECTS: | 297,141.27 | 301,360.43 | 692.82 | 289,850.00 | 289,850.00 | | | 0.00% |
| Total Revenue: | 297,141.27 | 301,360.43 | 692.82 | 289,850.00 | 289,850.00 | | | 0.00% |
| Expense | | | | | | | | |
| Department: 7000 - CAPITAL PROJECTS | | | | | | | | |
| 215-7000-61010 | 0.00 | 24,599.75 | 10,533.75 | 40,000.00 | 40,000.00 | | | 0.00% |
| 215-7000-62010 | 0.00 | 12,987.00 | 0.00 | 0.00 | 0.00 | | | 0.00% |
| 215-7000-64080 | 1,039,727.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | 0.00% |
| Total Department: 7000 - CAPITAL PROJECTS: | 1,039,727.00 | 37,586.75 | 10,533.75 | 40,000.00 | 40,000.00 | | | 0.00% |
| Total Expense: | 1,039,727.00 | 37,586.75 | 10,533.75 | 40,000.00 | 40,000.00 | | | 0.00% |
| Total Fund: 215 - SEWER FIXED ASSET REPLACEMENT: | -742,585.73 | 263,773.68 | -9,840.93 | 249,850.00 | 249,850.00 | | | 0.00% |
| Revenue | | | | | | | | |
| Department: 7000 - CAPITAL PROJECTS | | | | | | | | |
| 220-7000-44910 | 24,598.83 | 284,355.66 | 27,510.00 | 241,599.00 | 241,599.00 | | | 0.00% |
| 220-7000-46040 | 5,887.34 | 6,339.17 | 270.63 | 2,000.00 | 2,000.00 | | | 0.00% |
| Total Department: 7000 - CAPITAL PROJECTS: | 30,486.17 | 290,694.83 | 27,780.63 | 243,599.00 | 243,599.00 | | | 0.00% |
| Total Revenue: | 30,486.17 | 290,694.83 | 27,780.63 | 243,599.00 | 243,599.00 | | | 0.00% |

Budget Comparison Report

| Account Number Expense | Comparison 1 Budget | | | | Comparison 1 to Parent Budget | | % |
|--|-----------------------------|-----------------------------|--|--------------------------------|----------------------------------|--------------------------|---------|
| | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Increase / (Decrease) | |
| | | | | 2020-2021 PRELIMINARY 20... | 2020-2021 FINAL | | |
| Department: 7000 - CAPITAL PROJECTS | | | | | | | |
| PROFESSIONAL SERVICES | | | | | | | |
| Total Department: 7000 - CAPITAL PROJECTS: | | | | | | | |
| | 1,178.07 | 867.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| | 1,178.07 | 867.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Expense: | | | | | | | |
| | 1,178.07 | 867.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Fund: 220 - SEWER DEV IMPACT FEE: | | | | | | | |
| | 29,308.10 | 289,827.68 | 27,780.63 | 243,599.00 | 243,599.00 | 0.00 | 0.00% |
| Fund: 225 - WWTP EXPANSION | | | | | | | |
| Revenue | | | | | | | |
| Department: 2110 - SEWER OPERATIONS | | | | | | | |
| 225-2110-46040 | 59,104.20 | 61,894.45 | 5,622.34 | 6,000.00 | 6,000.00 | 0.00 | 0.00% |
| 225-2110-49010 | 1,735,870.00 | 1,735,872.00 | 0.00 | 1,735,870.00 | 1,068,868.00 | -667,002.00 | -38.42% |
| Total Department: 2110 - SEWER OPERATIONS: | | | | | | | |
| | 1,794,974.20 | 1,797,766.45 | 5,622.34 | 1,741,870.00 | 1,074,868.00 | -667,002.00 | -38.29% |
| Total Revenue: | | | | | | | |
| | 1,794,974.20 | 1,797,766.45 | 5,622.34 | 1,741,870.00 | 1,074,868.00 | -667,002.00 | -38.29% |
| Expense | | | | | | | |
| Department: 2110 - SEWER OPERATIONS | | | | | | | |
| 225-2110-64010 | 133,824.87 | 116,522.63 | 56,468.41 | 122,033.00 | 122,033.00 | 0.00 | 0.00% |
| 225-2110-64030 | 134,064.33 | 122,823.59 | 0.00 | 122,824.00 | 122,824.00 | 0.00 | 0.00% |
| Total Department: 2110 - SEWER OPERATIONS: | | | | | | | |
| | 267,889.20 | 239,346.22 | 56,468.41 | 244,857.00 | 244,857.00 | 0.00 | 0.00% |
| Total Expense: | | | | | | | |
| | 267,889.20 | 239,346.22 | 56,468.41 | 244,857.00 | 244,857.00 | 0.00 | 0.00% |
| Total Fund: 225 - WWTP EXPANSION: | | | | | | | |
| | 1,527,085.00 | 1,558,420.23 | -50,846.07 | 1,497,013.00 | 830,011.00 | -667,002.00 | -44.56% |
| Fund: 240 - WATER | | | | | | | |
| Revenue | | | | | | | |
| Department: 2410 - WATER OPERATIONS | | | | | | | |
| 240-2410-45100 | 1,844,502.97 | 2,033,616.02 | 641,495.13 | 2,140,058.00 | 2,140,058.00 | 0.00 | 0.00% |
| 240-2410-45102 | -41.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 240-2410-45144 | 2,446.69 | 2,855.10 | 163.54 | 1,615.00 | 1,615.00 | 0.00 | 0.00% |
| 240-2410-45190 | 24,180.00 | 8,525.00 | 65.00 | 8,525.00 | 8,525.00 | 0.00 | 0.00% |
| 240-2410-46040 | 4,604.03 | 7,057.58 | 336.18 | 2,198.00 | 2,198.00 | 0.00 | 0.00% |
| 240-2410-46080 | 24,720.68 | 23,983.43 | 7,528.02 | 23,967.00 | 23,967.00 | 0.00 | 0.00% |
| 240-2410-46120 | 19,366.69 | 35.00 | 241.22 | 35.00 | 35.00 | 0.00 | 0.00% |
| 240-2410-49030 | 771,050.75 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 2410 - WATER OPERATIONS: | | | | | | | |
| | 2,690,830.61 | 2,076,072.13 | 649,829.09 | 2,176,398.00 | 2,176,398.00 | 0.00 | 0.00% |
| Total Revenue: | | | | | | | |
| | 2,690,830.61 | 2,076,072.13 | 649,829.09 | 2,176,398.00 | 2,176,398.00 | 0.00 | 0.00% |
| Expense | | | | | | | |
| Department: 2410 - WATER OPERATIONS | | | | | | | |
| 240-2410-50010 | 181,095.07 | 164,228.56 | 32,759.42 | 244,823.00 | 244,823.00 | 0.00 | 0.00% |

Budget Comparison Report

| Account Number | | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Comparison 1 Budget | Comparison 1 to Parent Budget | % |
|----------------|-----------------------------|-----------------------------|-----------------------------|--|-------------------------------|--------------------|------------------------|----------------------------------|---|
| | | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | | |
| | | | | | | | | | |
| 240-2410-50030 | OVERTIME | 5,334.05 | 3,611.08 | 378.89 | 3,800.00 | 3,800.00 | 0.00 | 0.00% | |
| 240-2410-51010 | PUBLIC EMPLOYEES RETIREMEN' | 75,029.19 | 51,920.22 | 36,377.96 | 61,984.00 | 61,984.00 | 0.00 | 0.00% | |
| 240-2410-51020 | MEDICAL INSURANCE | 45,451.16 | 37,476.36 | 6,724.42 | 66,389.00 | 66,389.00 | 0.00 | 0.00% | |
| 240-2410-51030 | UNEMPLOYMENT INSURANCE | 1,603.94 | 1,110.17 | 0.00 | 1,601.00 | 1,601.00 | 0.00 | 0.00% | |
| 240-2410-51040 | WORKERS' COMPENSATION | 18,843.72 | 18,539.49 | 8,292.88 | 17,595.00 | 17,595.00 | 0.00 | 0.00% | |
| 240-2410-51050 | LIFE INSURANCE | 1,978.74 | 1,374.95 | 237.88 | 2,231.00 | 2,231.00 | 0.00 | 0.00% | |
| 240-2410-51060 | DENTAL INSURANCE | 4,923.60 | 3,603.71 | 618.49 | 8,936.00 | 8,936.00 | 0.00 | 0.00% | |
| 240-2410-51070 | MEDICARE TAX | 2,689.57 | 2,389.43 | 469.47 | 3,550.00 | 3,550.00 | 0.00 | 0.00% | |
| 240-2410-51080 | DEFERRED COMPENSATION | 975.51 | 776.93 | 130.70 | 1,416.00 | 1,416.00 | 0.00 | 0.00% | |
| 240-2410-60010 | OFFICE SUPPLIES | 1,313.48 | 1,575.99 | 145.78 | 1,500.00 | 1,500.00 | 0.00 | 0.00% | |
| 240-2410-60020 | DEPARTMENT SUPPLIES | 28,066.12 | 30,659.90 | 10,006.09 | 33,000.00 | 33,000.00 | 0.00 | 0.00% | |
| 240-2410-60030 | POSTAGE | 14,785.34 | 14,372.49 | 4,332.56 | 15,500.00 | 15,500.00 | 0.00 | 0.00% | |
| 240-2410-60040 | DUES AND PUBLICATIONS | 22,537.81 | 24,985.67 | 0.00 | 25,000.00 | 25,000.00 | 0.00 | 0.00% | |
| 240-2410-60050 | TRAINING AND MEETINGS | 1,546.54 | 2,139.85 | 960.00 | 3,900.00 | 3,900.00 | 0.00 | 0.00% | |
| 240-2410-60060 | ADVERTISING | 132.66 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 240-2410-60070 | PHONE AND INTERNET | 2,930.24 | 3,355.95 | 659.68 | 3,900.00 | 3,900.00 | 0.00 | 0.00% | |
| 240-2410-60080 | UTILITIES | 124,671.14 | 131,139.50 | 33,536.20 | 128,000.00 | 128,000.00 | 0.00 | 0.00% | |
| 240-2410-60090 | RENTS AND LEASES | 2,204.63 | 2,506.14 | 328.85 | 2,725.00 | 2,725.00 | 0.00 | 0.00% | |
| 240-2410-60100 | INSURANCE AND SURETIES | 28,407.00 | 32,274.00 | 30,791.39 | 40,500.00 | 40,500.00 | 0.00 | 0.00% | |
| 240-2410-60110 | UNIFORM AND CLOTHING | 4,673.34 | 2,867.52 | 352.22 | 4,000.00 | 4,000.00 | 0.00 | 0.00% | |
| 240-2410-60120 | SMALL TOOLS | 467.59 | 422.49 | 126.47 | 1,500.00 | 1,500.00 | 0.00 | 0.00% | |
| 240-2410-61010 | PROFESSIONAL SERVICES | 74,883.55 | 87,009.20 | 6,724.97 | 75,000.00 | 75,000.00 | 0.00 | 0.00% | |
| 240-2410-61020 | ADMINISTRATIVE SERVICES | 164,000.00 | 164,000.00 | 0.00 | 164,000.00 | 164,000.00 | 0.00 | 0.00% | |
| 240-2410-61040 | IT SERVICES | 17,681.67 | 18,660.77 | 4,452.10 | 23,000.00 | 23,000.00 | 0.00 | 0.00% | |
| 240-2410-61050 | TEMPORARY EMPLOYEE SERVICE | 3,118.29 | 4,199.58 | 557.54 | 2,500.00 | 2,500.00 | 0.00 | 0.00% | |
| 240-2410-61060 | SOFTWARE MAINTENANCE AND | 6,472.04 | 233.13 | 0.00 | 5,000.00 | 5,000.00 | 0.00 | 0.00% | |
| 240-2410-61070 | LEGAL SERVICES | 4,127.25 | 0.00 | 0.00 | 8,000.00 | 8,000.00 | 0.00 | 0.00% | |
| 240-2410-62020 | MAINTENANCE VEHICLES | 4,118.24 | 0.00 | 30.16 | 4,100.00 | 4,100.00 | 0.00 | 0.00% | |
| 240-2410-62030 | MAINTENANCE OF EQUIPMENT | 32,244.96 | 29,768.11 | 7,057.46 | 25,000.00 | 25,000.00 | 0.00 | 0.00% | |
| 240-2410-62040 | FUEL | 4,061.92 | 4,580.77 | 609.14 | 5,000.00 | 5,000.00 | 0.00 | 0.00% | |
| 240-2410-64010 | INTEREST EXPENSE | 40,726.94 | 36,429.40 | 15,884.73 | 35,867.00 | 35,867.00 | 0.00 | 0.00% | |
| 240-2410-64050 | BAD DEBT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 240-2410-64080 | DEPRECIATION | 214,600.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 240-2410-66000 | TRANSFER OUT | 189,232.00 | 187,984.00 | 0.00 | 190,842.00 | 190,842.00 | 0.00 | 0.00% | |
| 240-2410-66010 | IT REPLACEMENT | 1,250.00 | 2,500.00 | 0.00 | 2,500.00 | 2,500.00 | 0.00 | 0.00% | |
| 240-2410-70040 | VEHICLES | 0.00 | 2,826.00 | 0.00 | 2,700.00 | 2,700.00 | 0.00 | 0.00% | |
| 240-2410-70050 | OTHER EQUIPMENT | 24,839.06 | 0.00 | 0.00 | 0.00 | 21,000.00 | 21,000.00 | 0.00% | |

Budget Comparison Report

| Account Number | | | | Comparison 1 | | Comparison 1 | | % |
|--|-----------------------------|-----------------------------|--|-------------------------------|--------------------|--------------------------|--------|---|
| | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Budget | | Increase / (Decrease) | | |
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | | |
| WATER METER REPLACEMENT | | | | | | | | |
| Total Department: 2410 - WATER OPERATIONS: | 0.00 | 57,859.47 | 0.00 | 225,000.00 | 225,000.00 | 0.00 | 0.00% | |
| | 1,351,016.36 | 1,127,380.83 | 202,545.45 | 1,440,359.00 | 1,461,359.00 | 21,000.00 | 1.46% | |
| Total Expense: | 1,351,016.36 | 1,127,380.83 | 202,545.45 | 1,440,359.00 | 1,461,359.00 | 21,000.00 | 1.46% | |
| Total Fund: 240 - WATER: | 1,339,814.25 | 948,691.30 | 447,283.64 | 736,039.00 | 715,039.00 | -21,000.00 | -2.85% | |
| Fund: 245 - WATER TCP123 | | | | | | | | |
| Expense | | | | | | | | |
| Department: 2420 - WATER - TCP123 | | | | | | | | |
| PROFESSIONAL SERVICES | 0.00 | 109.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Total Department: 2420 - WATER - TCP123: | 0.00 | 109.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Total Expense: | 0.00 | 109.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Total Fund: 245 - WATER TCP123: | 0.00 | 109.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Fund: 250 - WATER DEV IMPACT FEE | | | | | | | | |
| Revenue | | | | | | | | |
| Department: 7000 - CAPITAL PROJECTS | | | | | | | | |
| DEVELOPMENT IMPACT FEES | 10,290.04 | 111,852.08 | 7,606.00 | 92,837.00 | 92,837.00 | 0.00 | 0.00% | |
| Total Department: 7000 - CAPITAL PROJECTS: | 10,290.04 | 111,852.08 | 7,606.00 | 92,837.00 | 92,837.00 | 0.00 | 0.00% | |
| Total Revenue: | 10,290.04 | 111,852.08 | 7,606.00 | 92,837.00 | 92,837.00 | 0.00 | 0.00% | |
| Expense | | | | | | | | |
| Department: 7000 - CAPITAL PROJECTS | | | | | | | | |
| PROFESSIONAL SERVICES | 1,178.13 | 868.59 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Total Department: 7000 - CAPITAL PROJECTS: | 1,178.13 | 868.59 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Total Expense: | 1,178.13 | 868.59 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Total Fund: 250 - WATER DEV IMPACT FEE: | 9,111.91 | 110,983.49 | 7,606.00 | 92,837.00 | 92,837.00 | 0.00 | 0.00% | |
| Fund: 255 - WATER FIXED ASSET REPLACEMENT | | | | | | | | |
| Revenue | | | | | | | | |
| Department: 7000 - CAPITAL PROJECTS | | | | | | | | |
| INTEREST EARNED | 5,631.12 | 2,370.72 | 0.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00% | |
| STATE REVOLVING FUND | 24,255.00 | 610,796.00 | 0.00 | 5,824,000.00 | 5,824,000.00 | 0.00 | 0.00% | |
| TRANSFER IN | 185,482.00 | 185,484.00 | 0.00 | 185,482.00 | 185,482.00 | 0.00 | 0.00% | |
| Total Department: 7000 - CAPITAL PROJECTS: | 215,368.12 | 798,650.72 | 0.00 | 6,010,482.00 | 6,010,482.00 | 0.00 | 0.00% | |
| Total Revenue: | 215,368.12 | 798,650.72 | 0.00 | 6,010,482.00 | 6,010,482.00 | 0.00 | 0.00% | |
| Expense | | | | | | | | |
| Department: 7000 - CAPITAL PROJECTS | | | | | | | | |
| TRANSFER OUT-ASSET | 771,050.75 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget | | % |
|---|-----------------------------|-----------------------------|--|-------------------------------|--------------------|----------------------------------|-------|---|
| | | | | Parent Budget | | Increase / (Decrease) | | |
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | | |
| WELL #9 | | | | | | | | |
| Total Department: 7000 - CAPITAL PROJECTS: | | | | | | | | |
| | 0.00 | 2,381,914.43 | 5,174.54 | 5,824,000.00 | 5,824,000.00 | 0.00 | 0.00% | |
| | 771,050.75 | 2,381,914.43 | 5,174.54 | 5,824,000.00 | 5,824,000.00 | 0.00 | 0.00% | |
| Total Expense: | 771,050.75 | 2,381,914.43 | 5,174.54 | 5,824,000.00 | 5,824,000.00 | 0.00 | 0.00% | |
| Total Fund: 255 - WATER FIXED ASSET REPLACEMENT: | | | | | | | | |
| | -555,682.63 | -1,583,263.71 | -5,174.54 | 186,482.00 | 186,482.00 | 0.00 | 0.00% | |
| Fund: 270 - COMMUNITY/SENIOR CENTER | | | | | | | | |
| Revenue | | | | | | | | |
| Department: 2710 - COMMUNITY/SENIOR CENTER | | | | | | | | |
| 270-2710-46020 | 13,270.00 | 6,940.00 | -600.00 | 10,500.00 | 10,500.00 | 0.00 | 0.00% | |
| 270-2710-46030 | 2,620.00 | -130.00 | 0.00 | 3,150.00 | 3,150.00 | 0.00 | 0.00% | |
| 270-2710-46120 | 35.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 270-2710-46130 | 6,000.00 | 6,000.00 | 0.00 | 6,000.00 | 6,000.00 | 0.00 | 0.00% | |
| 270-2710-49010 | 8,268.82 | 7,500.00 | 0.00 | 7,500.00 | 7,500.00 | 0.00 | 0.00% | |
| Total Department: 2710 - COMMUNITY/SENIOR CENTER: | 30,193.82 | 20,310.00 | -600.00 | 27,150.00 | 27,150.00 | 0.00 | 0.00% | |
| Total Revenue: | 30,193.82 | 20,310.00 | -600.00 | 27,150.00 | 27,150.00 | 0.00 | 0.00% | |
| Expense | | | | | | | | |
| Department: 2710 - COMMUNITY/SENIOR CENTER | | | | | | | | |
| 270-2710-60020 | 916.74 | 120.55 | 0.00 | 1,125.00 | 1,125.00 | 0.00 | 0.00% | |
| 270-2710-60080 | 5,853.62 | 3,669.63 | 389.24 | 4,875.00 | 4,875.00 | 0.00 | 0.00% | |
| 270-2710-61010 | 850.31 | 164.52 | 0.00 | 420.00 | 420.00 | 0.00 | 0.00% | |
| 270-2710-61080 | 927.50 | 1,440.00 | 360.00 | 1,450.00 | 1,450.00 | 0.00 | 0.00% | |
| 270-2710-61090 | 11,848.00 | 11,481.00 | 1,107.00 | 9,750.00 | 9,750.00 | 0.00 | 0.00% | |
| 270-2710-62010 | 2,075.82 | 87.25 | 0.00 | 1,800.00 | 1,800.00 | 0.00 | 0.00% | |
| 270-2710-62030 | 6,184.19 | 0.00 | 0.00 | 1,800.00 | 1,800.00 | 0.00 | 0.00% | |
| 270-2710-64080 | 24,176.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Total Department: 2710 - COMMUNITY/SENIOR CENTER: | 52,832.18 | 16,962.95 | 1,856.24 | 21,220.00 | 21,220.00 | 0.00 | 0.00% | |
| Total Expense: | 52,832.18 | 16,962.95 | 1,856.24 | 21,220.00 | 21,220.00 | 0.00 | 0.00% | |
| Total Fund: 270 - COMMUNITY/SENIOR CENTER: | -22,638.36 | 3,347.05 | -2,456.24 | 5,930.00 | 5,930.00 | 0.00 | 0.00% | |
| Fund: 280 - USF COMMUNITY CENTER | | | | | | | | |
| Revenue | | | | | | | | |
| Department: 2810 - USF COMMUNITY CENTER | | | | | | | | |
| 280-2810-46020 | 16,215.50 | 14,772.00 | 2,397.00 | 10,875.00 | 10,875.00 | 0.00 | 0.00% | |
| Total Department: 2810 - USF COMMUNITY CENTER: | 16,215.50 | 14,772.00 | 2,397.00 | 10,875.00 | 10,875.00 | 0.00 | 0.00% | |
| Total Revenue: | 16,215.50 | 14,772.00 | 2,397.00 | 10,875.00 | 10,875.00 | 0.00 | 0.00% | |
| Expense | | | | | | | | |
| Department: 2810 - USF COMMUNITY CENTER | | | | | | | | |
| 280-2810-60010 | 203.57 | 202.22 | 135.82 | 200.00 | 200.00 | 0.00 | 0.00% | |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget % |
|--|-----------------------------|-----------------------------|--|-------------------------------|--------------------|---------------------------------------|
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | |
| 280-2810-60020 | 488.93 | 49.70 | 0.00 | 500.00 | 500.00 | 0.00% |
| 280-2810-60080 | 6,159.72 | 6,081.35 | 1,119.92 | 6,000.00 | 6,000.00 | 0.00% |
| 280-2810-62010 | 1,478.86 | 1,741.81 | 0.00 | 1,500.00 | 1,500.00 | 0.00% |
| 280-2810-62030 | 423.73 | 623.39 | 0.00 | 700.00 | 700.00 | 0.00% |
| 280-2810-64040 | 0.00 | 0.00 | 0.00 | 300.00 | 300.00 | 0.00% |
| 280-2810-66000 | 7,620.00 | 7,620.00 | 0.00 | 7,620.00 | 7,620.00 | 0.00% |
| Total Department: 2810 - USF COMMUNITY CENTER: | 16,374.81 | 16,318.47 | 1,255.74 | 16,820.00 | 16,820.00 | 0.00% |
| Total Expense: | 16,374.81 | 16,318.47 | 1,255.74 | 16,820.00 | 16,820.00 | 0.00% |
| Total Fund: 280 - USF COMMUNITY CENTER: | -159.31 | -1,546.47 | 1,141.26 | -5,945.00 | -5,945.00 | 0.00% |
| Fund: 310 - GARBAGE | | | | | | |
| Revenue | | | | | | |
| Department: 3110 - GARBAGE | | | | | | |
| 310-3110-45010 | 531,469.34 | 551,634.92 | 140,835.38 | 564,775.00 | 564,775.00 | 0.00% |
| 310-3110-46040 | 419.85 | 122.93 | 15.36 | 0.00 | 0.00 | 0.00% |
| Total Department: 3110 - GARBAGE: | 531,889.19 | 551,757.85 | 140,850.74 | 564,775.00 | 564,775.00 | 0.00% |
| Total Revenue: | 531,889.19 | 551,757.85 | 140,850.74 | 564,775.00 | 564,775.00 | 0.00% |
| Expense | | | | | | |
| Department: 3110 - GARBAGE | | | | | | |
| 310-3110-60020 | 231.12 | 115.56 | 0.00 | 230.00 | 230.00 | 0.00% |
| 310-3110-61010 | 495,455.30 | 495,869.86 | 85,464.18 | 519,381.00 | 519,381.00 | 0.00% |
| 310-3110-61030 | 43,083.08 | 43,119.92 | 0.00 | 45,164.00 | 45,164.00 | 0.00% |
| Total Department: 3110 - GARBAGE: | 538,769.50 | 539,105.34 | 85,464.18 | 564,775.00 | 564,775.00 | 0.00% |
| Total Expense: | 538,769.50 | 539,105.34 | 85,464.18 | 564,775.00 | 564,775.00 | 0.00% |
| Total Fund: 310 - GARBAGE: | -6,880.31 | 12,652.51 | 55,386.56 | 0.00 | 0.00 | 0.00% |
| Fund: 320 - GAS TAX 2103 | | | | | | |
| Revenue | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | |
| 320-8000-46040 | 467.58 | 487.19 | 23.80 | 100.00 | 100.00 | 0.00% |
| 320-8000-47110 | 34,576.84 | 64,293.05 | 10,818.13 | 67,737.00 | 67,737.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 35,044.42 | 64,780.24 | 10,841.93 | 67,837.00 | 67,837.00 | 0.00% |
| Total Revenue: | 35,044.42 | 64,780.24 | 10,841.93 | 67,837.00 | 67,837.00 | 0.00% |
| Expense | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | |
| 320-8000-60020 | 2,347.92 | 0.00 | 0.00 | 2,000.00 | 2,000.00 | 0.00% |
| 320-8000-61140 | 12,903.00 | 34,995.55 | 0.00 | 35,000.00 | 35,000.00 | 0.00% |
| 320-8000-66000 | 3,600.00 | 3,600.00 | 0.00 | 3,600.00 | 3,600.00 | 0.00% |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Increase / (Decrease) | % |
|---|-----------------------------|-----------------------------|--|-------------------------------|--------------------|--------------------------|-------|
| | | | | Parent Budget | | | |
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | |
| OVERLAY PROJECTS- MISC | 0.00 | 36,554.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Total Department: 8000 - STREET PROJECTS: | 18,850.92 | 75,149.55 | 0.00 | 40,600.00 | 40,600.00 | 0.00 | 0.00% |
| Total Expense: | 18,850.92 | 75,149.55 | 0.00 | 40,600.00 | 40,600.00 | 0.00 | 0.00% |
| Total Fund: 320 - GAS TAX 2103: | 16,193.50 | -10,369.31 | 10,841.93 | 27,237.00 | 27,237.00 | 0.00 | 0.00% |
| Fund: 321 - GAS TAX 2105 | | | | | | | |
| Revenue | | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | | |
| INTEREST EARNED | 40.45 | 22.61 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| HIGHWAY USER TAX | 42,455.49 | 40,895.39 | 6,036.93 | 42,495.00 | 42,495.00 | 0.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 42,495.94 | 40,918.00 | 6,036.93 | 42,495.00 | 42,495.00 | 0.00 | 0.00% |
| Total Revenue: | 42,495.94 | 40,918.00 | 6,036.93 | 42,495.00 | 42,495.00 | 0.00 | 0.00% |
| Expense | | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | | |
| DEPARTMENT SUPPLIES | 10,781.24 | 3,925.68 | 0.00 | 15,000.00 | 15,000.00 | 0.00 | 0.00% |
| PROFESSIONAL SERVICES | 0.00 | 0.00 | 0.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00% |
| TRANSFER OUT | 17,000.00 | 17,000.00 | 0.00 | 17,000.00 | 17,000.00 | 0.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 27,781.24 | 20,925.68 | 0.00 | 33,000.00 | 33,000.00 | 0.00 | 0.00% |
| Total Expense: | 27,781.24 | 20,925.68 | 0.00 | 33,000.00 | 33,000.00 | 0.00 | 0.00% |
| Total Fund: 321 - GAS TAX 2105: | 14,714.70 | 19,992.32 | 6,036.93 | 9,495.00 | 9,495.00 | 0.00 | 0.00% |
| Fund: 322 - GAS TAX 2106 | | | | | | | |
| Revenue | | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | | |
| HIGHWAY USER TAX | 30,410.80 | 27,971.19 | 4,328.41 | 29,858.00 | 29,858.00 | 0.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 30,410.80 | 27,971.19 | 4,328.41 | 29,858.00 | 29,858.00 | 0.00 | 0.00% |
| Total Revenue: | 30,410.80 | 27,971.19 | 4,328.41 | 29,858.00 | 29,858.00 | 0.00 | 0.00% |
| Expense | | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | | |
| UTILITIES | 25,000.00 | 23,542.33 | 7,287.72 | 45,000.00 | 45,000.00 | 0.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 25,000.00 | 23,542.33 | 7,287.72 | 45,000.00 | 45,000.00 | 0.00 | 0.00% |
| Total Expense: | 25,000.00 | 23,542.33 | 7,287.72 | 45,000.00 | 45,000.00 | 0.00 | 0.00% |
| Total Fund: 322 - GAS TAX 2106: | 5,410.80 | 4,428.86 | -2,959.31 | -15,142.00 | -15,142.00 | 0.00 | 0.00% |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget Increase / (Decrease) | % |
|---|-----------------------------|-----------------------------|--|---|--------------------|--|--------|
| | | | | Parent Budget 2020-2021 PRELIMINARY 20... | 2020-2021 FINAL | | |
| Fund: 323 - GAS TAX 2107 | | | | | | | |
| Revenue | | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | | |
| HIGHWAY USER TAX | | | | | | | |
| 323-8000-47410 | 53,392.43 | 51,638.25 | 8,328.44 | 51,121.00 | 51,121.00 | 0.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 53,392.43 | 51,638.25 | 8,328.44 | 51,121.00 | 51,121.00 | 0.00 | 0.00% |
| Total Revenue: | 53,392.43 | 51,638.25 | 8,328.44 | 51,121.00 | 51,121.00 | 0.00 | 0.00% |
| Expense | | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | | |
| PROFESSIONAL SERVICES | | | | | | | |
| 323-8000-61010 | 19,841.25 | 16,430.69 | 3,697.68 | 23,000.00 | 23,000.00 | 0.00 | 0.00% |
| 323-8000-66000 | 25,000.00 | 25,000.00 | 0.00 | 25,000.00 | 25,000.00 | 0.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 44,841.25 | 41,430.69 | 3,697.68 | 48,000.00 | 48,000.00 | 0.00 | 0.00% |
| Total Expense: | 44,841.25 | 41,430.69 | 3,697.68 | 48,000.00 | 48,000.00 | 0.00 | 0.00% |
| Total Fund: 323 - GAS TAX 2107: | 8,551.18 | 10,207.56 | 4,630.76 | 3,121.00 | 3,121.00 | 0.00 | 0.00% |
| Fund: 324 - GAS TAX 2107.5 | | | | | | | |
| Revenue | | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | | |
| HIGHWAY USER TAX | | | | | | | |
| 324-8000-47410 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 0.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 0.00 | 0.00% |
| Total Revenue: | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 0.00 | 0.00% |
| Expense | | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | | |
| TRANSFER OUT | | | | | | | |
| 324-8000-66000 | 1,000.00 | 1,000.00 | 0.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 1,000.00 | 1,000.00 | 0.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00% |
| Total Expense: | 1,000.00 | 1,000.00 | 0.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00% |
| Total Fund: 324 - GAS TAX 2107.5: | 1,000.00 | 1,000.00 | 2,000.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00% |
| Fund: 325 - MEASURE L SALES TAX - ROADS | | | | | | | |
| Revenue | | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | | |
| TAX-LOCAL STREETS AND ROADS | | | | | | | |
| 325-8000-41020 | 280,884.59 | 282,263.62 | 29,575.60 | 199,275.00 | 237,006.00 | 37,731.00 | 18.93% |
| 325-8000-41040 | 56,176.90 | 56,452.72 | 5,915.12 | 40,155.00 | 47,401.00 | 7,246.00 | 18.05% |
| 325-8000-41050 | 28,088.45 | 28,226.36 | 2,957.56 | 21,391.00 | 21,391.00 | 0.00 | 0.00% |
| 325-8000-46040 | 1,561.48 | 966.29 | 49.41 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 366,711.42 | 367,908.99 | 38,497.69 | 260,821.00 | 305,798.00 | 44,977.00 | 17.24% |
| Total Revenue: | 366,711.42 | 367,908.99 | 38,497.69 | 260,821.00 | 305,798.00 | 44,977.00 | 17.24% |

Budget Comparison Report

| Account Number | | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget | |
|--|----------------------------|-----------------------------|-----------------------------|--|------------------------|--------------------|----------------------------------|--------|
| | | | | | Parent Budget | 2020-2021 FINAL | Increase / (Decrease) | % |
| | | | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | | | |
| 325-8000-80015 | STREET OVERLAY-MISC | 0.00 | 0.00 | 0.00 | 7,560.00 | 7,560.00 | 0.00 | 0.00% |
| 325-8000-80060 | SANTA FE OVERLAY | 481,090.43 | 149,180.00 | 2,943.40 | 0.00 | 0.00 | 0.00 | 0.00% |
| 325-8000-80070 | EUCUID AVE OVERLAY | 0.00 | 60,632.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | | 481,090.43 | 209,812.50 | 2,943.40 | 7,560.00 | 7,560.00 | 0.00 | 0.00% |
| Total Expense: | | 481,090.43 | 209,812.50 | 2,943.40 | 7,560.00 | 7,560.00 | 0.00 | 0.00% |
| Fund: 326 - SB 1-ROADS MAINTENANCE REHABILITATION | | -114,379.01 | 158,096.49 | 35,554.29 | 253,261.00 | 298,238.00 | 44,977.00 | 17.76% |
| Revenue | | | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | | | |
| 326-8000-47420 | SB 1-ROADS MAINTENANCE REH | 121,411.12 | 130,952.95 | 21,203.68 | 127,173.00 | 127,173.00 | 0.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | | 121,411.12 | 130,952.95 | 21,203.68 | 127,173.00 | 127,173.00 | 0.00 | 0.00% |
| Total Revenue: | | 121,411.12 | 130,952.95 | 21,203.68 | 127,173.00 | 127,173.00 | 0.00 | 0.00% |
| Expense | | | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | | | |
| 326-8000-80015 | STREET OVERLAY-MISC | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 326-8000-80020 | WHITMORE CROSSWALK | 0.00 | 0.00 | 0.00 | 116,916.00 | 116,916.00 | 0.00 | 0.00% |
| 326-8000-80060 | SANTA FE OVERLAY PHASE II | 0.00 | 111,631.75 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | | 0.00 | 111,631.75 | 0.00 | 116,916.00 | 116,916.00 | 0.00 | 0.00% |
| Total Expense: | | 0.00 | 111,631.75 | 0.00 | 116,916.00 | 116,916.00 | 0.00 | 0.00% |
| Total Fund: 326 - SB 1-ROADS MAINTENANCE REHABILITATION: | | 121,411.12 | 19,321.20 | 21,203.68 | 10,257.00 | 10,257.00 | 0.00 | 0.00% |
| Fund: 370 - COMMUNITY ENHANCEMENT DEV IMPACT FEE | | | | | | | | |
| Revenue | | | | | | | | |
| Department: 7000 - CAPITAL PROJECTS | | | | | | | | |
| 370-7000-44910 | DEVELOPMENT IMPACT FEES | 2,016.00 | 26,208.00 | 2,016.00 | 22,176.00 | 22,176.00 | 0.00 | 0.00% |
| 370-7000-46040 | INTEREST EARNED | 482.84 | 522.51 | 22.44 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 7000 - CAPITAL PROJECTS: | | 2,498.84 | 26,730.51 | 2,038.44 | 22,176.00 | 22,176.00 | 0.00 | 0.00% |
| Total Revenue: | | 2,498.84 | 26,730.51 | 2,038.44 | 22,176.00 | 22,176.00 | 0.00 | 0.00% |
| Expense | | | | | | | | |
| Department: 7000 - CAPITAL PROJECTS | | | | | | | | |
| 370-7000-61010 | PROFESSIONAL SERVICES | 1,178.13 | 267.72 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 7000 - CAPITAL PROJECTS: | | 1,178.13 | 267.72 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Expense: | | 1,178.13 | 267.72 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Fund: 370 - COMMUNITY ENHANCEMENT DEV IMPACT FEE: | | 1,320.71 | 26,462.79 | 2,038.44 | 22,176.00 | 22,176.00 | 0.00 | 0.00% |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget | |
|---|-----------------------------|-----------------------------|--|-------------------------------|--------------------|----------------------------------|--------|
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | Increase / (Decrease) | % |
| Fund: 371 - TRENCH CUT FUND | | | | | | | |
| Revenue | | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | | |
| 371-8000-44050 FEE - TRENCH CUT | 0.00 | 2,576.90 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 0.00 | 2,576.90 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Revenue: | 0.00 | 2,576.90 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Expense | | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | | |
| 371-8000-80060 SANTA FE OVERLAY | 0.00 | 77,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 0.00 | 77,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Expense: | 0.00 | 77,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Fund: 371 - TRENCH CUT FUND: | 0.00 | -74,423.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Fund: 372 - IT RESERVE | | | | | | | |
| Revenue | | | | | | | |
| Department: 3720 - INFORMATION TECHNOLOGY | | | | | | | |
| 372-3720-46040 INTEREST EARNED | 374.14 | 94.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 372-3720-49010 TRANSFER IN | 15,000.00 | 10,000.00 | 0.00 | 10,000.00 | 15,000.00 | 5,000.00 | 50.00% |
| Total Department: 3720 - INFORMATION TECHNOLOGY: | 15,374.14 | 10,094.60 | 0.00 | 10,000.00 | 15,000.00 | 5,000.00 | 50.00% |
| Total Revenue: | 15,374.14 | 10,094.60 | 0.00 | 10,000.00 | 15,000.00 | 5,000.00 | 50.00% |
| Expense | | | | | | | |
| Department: 3720 - INFORMATION TECHNOLOGY | | | | | | | |
| 372-3720-70060 SOFTWARE | 0.00 | 2,854.10 | 0.00 | 5,000.00 | 5,000.00 | 0.00 | 0.00% |
| 372-3720-70070 COMPUTER HARDWARE | 7,498.19 | 20,946.69 | 0.00 | 5,000.00 | 5,000.00 | 0.00 | 0.00% |
| Total Department: 3720 - INFORMATION TECHNOLOGY: | 7,498.19 | 23,800.79 | 0.00 | 10,000.00 | 10,000.00 | 0.00 | 0.00% |
| Total Expense: | 7,498.19 | 23,800.79 | 0.00 | 10,000.00 | 10,000.00 | 0.00 | 0.00% |
| Total Fund: 372 - IT RESERVE: | 7,875.95 | -13,706.19 | 0.00 | 0.00 | 5,000.00 | 5,000.00 | 0.00% |
| Fund: 374 - DIABILITY ACCESS AND EDUCATION | | | | | | | |
| Revenue | | | | | | | |
| Department: 3740 - DISABILITY ACCESS AND EDUCATION | | | | | | | |
| 374-3740-46055 CASP REVENUE | 1,145.70 | 259.92 | 126.54 | 1,050.00 | 1,050.00 | 0.00 | 0.00% |
| Total Department: 3740 - DISABILITY ACCESS AND EDUCATION: | 1,145.70 | 259.92 | 126.54 | 1,050.00 | 1,050.00 | 0.00 | 0.00% |
| Total Revenue: | 1,145.70 | 259.92 | 126.54 | 1,050.00 | 1,050.00 | 0.00 | 0.00% |
| Total Fund: 374 - DIABILITY ACCESS AND EDUCATION: | 1,145.70 | 259.92 | 126.54 | 1,050.00 | 1,050.00 | 0.00 | 0.00% |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget | | % |
|---|-----------------------------|-----------------------------|--|---|--------------------|----------------------------------|--|---------|
| | | | | Parent Budget 2020-2021 PRELIMINARY 20... | 2020-2021 FINAL | Increase / (Decrease) | | |
| | | | | | | | | |
| Fund: 383 - VEHICLE ABATEMENT | | | | | | | | |
| Revenue | | | | | | | | |
| Department: 3830 - VEHICLE ABATEMENT | | | | | | | | |
| 383-3830-47040 ABANDONED VEHICLE ABATEME | 9,683.92 | 22,349.67 | 0.00 | 15,000.00 | 15,000.00 | 0.00 | | 0.00% |
| Total Department: 3830 - VEHICLE ABATEMENT: | 9,683.92 | 22,349.67 | 0.00 | 15,000.00 | 15,000.00 | 0.00 | | 0.00% |
| Total Revenue: | 9,683.92 | 22,349.67 | 0.00 | 15,000.00 | 15,000.00 | 0.00 | | 0.00% |
| Expense | | | | | | | | |
| Department: 3830 - VEHICLE ABATEMENT | | | | | | | | |
| 383-3830-66000 TRANSFER OUT | 9,000.00 | 10,000.00 | 0.00 | 10,000.00 | 14,400.00 | 4,400.00 | | 44.00% |
| Total Department: 3830 - VEHICLE ABATEMENT: | 9,000.00 | 10,000.00 | 0.00 | 10,000.00 | 14,400.00 | 4,400.00 | | 44.00% |
| Total Expense: | 9,000.00 | 10,000.00 | 0.00 | 10,000.00 | 14,400.00 | 4,400.00 | | 44.00% |
| Total Fund: 383 - VEHICLE ABATEMENT: | 683.92 | 12,349.67 | 0.00 | 5,000.00 | 600.00 | -4,400.00 | | -88.00% |
| Fund: 384 - SUPPLEMENTAL LAW ENFORCEMENT SERVICE FUND | | | | | | | | |
| Revenue | | | | | | | | |
| Department: 3840 - SUPPLEMENTAL LAW ENFORCEMENT | | | | | | | | |
| 384-3840-46040 INTEREST EARNED | 844.06 | 931.07 | 41.27 | 200.00 | 200.00 | 0.00 | | 0.00% |
| 384-3840-47060 SUPPLEMENTAL LAW ENFORCEN | 148,746.54 | 187,738.65 | 0.00 | 150,000.00 | 150,000.00 | 0.00 | | 0.00% |
| Total Department: 3840 - SUPPLEMENTAL LAW ENFORCEMENT: | 149,590.60 | 188,669.72 | 41.27 | 150,200.00 | 150,200.00 | 0.00 | | 0.00% |
| Total Revenue: | 149,590.60 | 188,669.72 | 41.27 | 150,200.00 | 150,200.00 | 0.00 | | 0.00% |
| Expense | | | | | | | | |
| Department: 3840 - SUPPLEMENTAL LAW ENFORCEMENT | | | | | | | | |
| 384-3840-60070 PHONE AND INTERNET | 3,414.75 | 4,087.95 | 760.20 | 4,000.00 | 4,000.00 | 0.00 | | 0.00% |
| 384-3840-60080 UTILITIES | 1,522.94 | 1,584.27 | 324.80 | 1,550.00 | 1,550.00 | 0.00 | | 0.00% |
| 384-3840-61010 PROFESSIONAL SERVICES | 11,211.40 | 120,651.73 | 5,080.91 | 185,960.00 | 185,960.00 | 0.00 | | 0.00% |
| 384-3840-70080 POLICE EQUIPMENT | 43,935.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00% |
| Total Department: 3840 - SUPPLEMENTAL LAW ENFORCEMENT: | 60,084.40 | 126,323.95 | 6,165.91 | 191,510.00 | 191,510.00 | 0.00 | | 0.00% |
| Total Expense: | 60,084.40 | 126,323.95 | 6,165.91 | 191,510.00 | 191,510.00 | 0.00 | | 0.00% |
| Total Fund: 384 - SUPPLEMENTAL LAW ENFORCEMENT SERVICE F... | 89,506.20 | 62,345.77 | -6,124.64 | -41,310.00 | -41,310.00 | 0.00 | | 0.00% |
| Fund: 392 - 94-STBG-799 HOUSING REHAB | | | | | | | | |
| Revenue | | | | | | | | |
| Department: 3900 - HOUSING | | | | | | | | |
| 392-3900-46040 INTEREST EARNED | 863.71 | 828.65 | 33.47 | 200.00 | 200.00 | 0.00 | | 0.00% |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget | | % |
|--|-----------------------------|-----------------------------|--|-------------------------------|--------------------|----------------------------------|-------|---|
| | | | | Parent Budget | | Increase / (Decrease) | | |
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | | |
| PROGRAM INCOME-CDBG LOAN | 1,977.38 | 1,772.26 | 166.04 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Total Department: 3900 - HOUSING: | 2,841.09 | 2,600.91 | 199.51 | 200.00 | 200.00 | 0.00 | 0.00% | |
| Total Revenue: | 2,841.09 | 2,600.91 | 199.51 | 200.00 | 200.00 | 0.00 | 0.00% | |
| Total Fund: 392 - 94-STBG-799 HOUSING REHAB: | 2,841.09 | 2,600.91 | 199.51 | 200.00 | 200.00 | 0.00 | 0.00% | |
| Fund: 394 - 96-STBG-1013 REHAB | | | | | | | | |
| Revenue | | | | | | | | |
| Department: 3900 - HOUSING | | | | | | | | |
| 394-3900-46040 | 808.72 | 774.60 | 31.11 | 100.00 | 100.00 | 0.00 | 0.00% | |
| 394-3900-46060 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Total Department: 3900 - HOUSING: | 808.72 | 774.60 | 31.11 | 100.00 | 100.00 | 0.00 | 0.00% | |
| Total Revenue: | 808.72 | 774.60 | 31.11 | 100.00 | 100.00 | 0.00 | 0.00% | |
| Expense | | | | | | | | |
| Department: 3900 - HOUSING | | | | | | | | |
| 394-3900-61010 | 15.00 | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| PROFESSIONAL SERVICES | 15.00 | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Total Department: 3900 - HOUSING: | 15.00 | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Total Expense: | 15.00 | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Total Fund: 394 - 96-STBG-1013 REHAB: | 793.72 | 759.60 | 31.11 | 100.00 | 100.00 | 0.00 | 0.00% | |
| Fund: 410 - LOCAL TRANSPORTATION | | | | | | | | |
| Expense | | | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | | | |
| 410-8000-60080 | 16,123.97 | 20,000.00 | 0.00 | 20,000.00 | 20,000.00 | 0.00 | 0.00% | |
| UTILITIES | 16,123.97 | 20,000.00 | 0.00 | 20,000.00 | 20,000.00 | 0.00 | 0.00% | |
| Total Department: 8000 - STREET PROJECTS: | 16,123.97 | 20,000.00 | 0.00 | 20,000.00 | 20,000.00 | 0.00 | 0.00% | |
| Total Expense: | 16,123.97 | 20,000.00 | 0.00 | 20,000.00 | 20,000.00 | 0.00 | 0.00% | |
| Total Fund: 410 - LOCAL TRANSPORTATION: | 16,123.97 | 20,000.00 | 0.00 | 20,000.00 | 20,000.00 | 0.00 | 0.00% | |
| Fund: 415 - LOCAL TRANSPORTATION NON MOTORIZED | | | | | | | | |
| Revenue | | | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | | | |
| 415-8000-47030 | 12,062.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| NONMOTORIZED ALLOCATION | 12,062.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Total Department: 8000 - STREET PROJECTS: | 12,062.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Total Revenue: | 12,062.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |

Budget Comparison Report

| Account Number Expense | Comparison 1 Budget | | | | Comparison 1 to Parent Budget | |
|--|-----------------------------|-----------------------------|--|---|----------------------------------|--------------------------|
| | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget 2020-2021 PRELIMINARY 20... | 2020-2021 FINAL | Increase / (Decrease) |
| | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | |
| PROFESSIONAL SERVICES | | | | | | |
| 415-8000-61010 | 5,925.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 5,925.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Expense: | 5,925.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Fund: 415 - LOCAL TRANSPORTATION NON MOTORIZED: | 6,137.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Fund: 420 - TRANSPORTATION STREET PROJECTS | | | | | | |
| Revenue | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | |
| GRANT-RSTP-WHITMORE CROSS | | | | | | |
| 420-8000-47550 | 0.00 | 0.00 | 0.00 | 564,680.00 | 564,680.00 | 0.00% |
| 420-8000-47570 | 40,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 40,000.00 | 0.00 | 0.00 | 564,680.00 | 564,680.00 | 0.00% |
| Total Revenue: | 40,000.00 | 0.00 | 0.00 | 564,680.00 | 564,680.00 | 0.00% |
| Department: 8000 - STREET PROJECTS | | | | | | |
| WHITMORE CROSSWALK | | | | | | |
| 420-8000-80020 | 11,861.02 | 12,616.14 | 0.00 | 564,680.00 | 564,680.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 11,861.02 | 12,616.14 | 0.00 | 564,680.00 | 564,680.00 | 0.00% |
| Total Expense: | 11,861.02 | 12,616.14 | 0.00 | 564,680.00 | 564,680.00 | 0.00% |
| Total Fund: 420 - TRANSPORTATION STREET PROJECTS: | 28,138.98 | -12,616.14 | 0.00 | 0.00 | 0.00 | 0.00% |
| Fund: 425 - PUBLIC WORKS STREET PROJECTS - CDBG | | | | | | |
| Revenue | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | |
| GRANT-CDBG-2ND STREET SIDEWALK | | | | | | |
| 425-8000-47560 | 345,335.19 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 425-8000-47580 | 0.00 | 2,217.50 | 0.00 | 435,362.00 | 435,362.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 345,335.19 | 2,217.50 | 0.00 | 435,362.00 | 435,362.00 | 0.00% |
| Total Revenue: | 345,335.19 | 2,217.50 | 0.00 | 435,362.00 | 435,362.00 | 0.00% |
| Department: 8000 - STREET PROJECTS | | | | | | |
| 2ND STREET SIDEWALK INFILL | | | | | | |
| 425-8000-80030 | 342,944.62 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 425-8000-80580 | 0.00 | 15,683.68 | 3,047.00 | 435,362.00 | 435,362.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 342,944.62 | 15,683.68 | 3,047.00 | 435,362.00 | 435,362.00 | 0.00% |
| Total Expense: | 342,944.62 | 15,683.68 | 3,047.00 | 435,362.00 | 435,362.00 | 0.00% |
| Total Fund: 425 - PUBLIC WORKS STREET PROJECTS - CDBG: | 2,390.57 | -13,466.18 | -3,047.00 | 0.00 | 0.00 | 0.00% |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget | |
|---|-----------------------------|-----------------------------|--|--|--------------------|----------------------------------|-------|
| | | | | Parent Budget 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | Increase / (Decrease) | % |
| | | | | | | | |
| Fund: 450 - STORM DRAIN DEV IMPACT FEE | | | | | | | |
| Revenue | | | | | | | |
| Department: 7000 - CAPITAL PROJECTS | | | | | | | |
| 450-7000-44910 DEVELOPMENT IMPACT FEES | 8,312.03 | 78,532.06 | 5,633.34 | 67,276.00 | 67,276.00 | 0.00 | 0.00% |
| 450-7000-46040 INTEREST EARNED | 1,579.62 | 1,709.74 | 73.10 | 200.00 | 200.00 | 0.00 | 0.00% |
| Total Department: 7000 - CAPITAL PROJECTS: | 9,891.65 | 80,241.80 | 5,706.44 | 67,476.00 | 67,476.00 | 0.00 | 0.00% |
| Total Revenue: | 9,891.65 | 80,241.80 | 5,706.44 | 67,476.00 | 67,476.00 | 0.00 | 0.00% |
| Expense | | | | | | | |
| Department: 7000 - CAPITAL PROJECTS | | | | | | | |
| 450-7000-61010 PROFESSIONAL SERVICES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 7000 - CAPITAL PROJECTS: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Expense: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Fund: 450 - STORM DRAIN DEV IMPACT FEE: | 9,891.65 | 80,241.80 | 5,706.44 | 67,476.00 | 67,476.00 | 0.00 | 0.00% |
| Fund: 451 - PUBLIC FACILITY DEV IMPACT FEE | | | | | | | |
| Revenue | | | | | | | |
| Department: 7000 - CAPITAL PROJECTS | | | | | | | |
| 451-7000-44910 DEVELOPMENT IMPACT FEES | 13,615.28 | 94,330.56 | 6,100.00 | 82,130.00 | 82,130.00 | 0.00 | 0.00% |
| 451-7000-46040 INTEREST EARNED | 4,949.86 | 4,964.87 | 204.45 | 1,000.00 | 1,000.00 | 0.00 | 0.00% |
| Total Department: 7000 - CAPITAL PROJECTS: | 18,565.14 | 99,295.43 | 6,304.45 | 83,130.00 | 83,130.00 | 0.00 | 0.00% |
| Total Revenue: | 18,565.14 | 99,295.43 | 6,304.45 | 83,130.00 | 83,130.00 | 0.00 | 0.00% |
| Expense | | | | | | | |
| Department: 7000 - CAPITAL PROJECTS | | | | | | | |
| 451-7000-61010 PROFESSIONAL SERVICES | 1,178.13 | 2,969.49 | 0.00 | 72,394.00 | 72,394.00 | 0.00 | 0.00% |
| 451-7000-71010 ENTERPRISE RESOURCE MANAG | 3,618.76 | -882.51 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 7000 - CAPITAL PROJECTS: | 4,796.89 | 2,086.98 | 0.00 | 72,394.00 | 72,394.00 | 0.00 | 0.00% |
| Total Expense: | 4,796.89 | 2,086.98 | 0.00 | 72,394.00 | 72,394.00 | 0.00 | 0.00% |
| Total Fund: 451 - PUBLIC FACILITY DEV IMPACT FEE: | 13,768.25 | 97,208.45 | 6,304.45 | 10,736.00 | 10,736.00 | 0.00 | 0.00% |
| Fund: 452 - PUBLIC FACILITY STREETS DEV IMPACT FEE | | | | | | | |
| Revenue | | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | | |
| 452-8000-44910 DEVELOPMENT IMPACT FEES | 18,938.13 | 128,098.26 | 8,202.00 | 111,694.00 | 111,694.00 | 0.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 18,938.13 | 128,098.26 | 8,202.00 | 111,694.00 | 111,694.00 | 0.00 | 0.00% |
| Total Revenue: | 18,938.13 | 128,098.26 | 8,202.00 | 111,694.00 | 111,694.00 | 0.00 | 0.00% |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget | |
|---|-----------------------------|-----------------------------|--|--|--------------------|----------------------------------|-------|
| | | | | Parent Budget 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | Increase / (Decrease) | % |
| Expense | | | | | | | |
| Department: 8000 - STREET PROJECTS | | | | | | | |
| PROFESSIONAL SERVICES | 1,178.13 | 867.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 8000 - STREET PROJECTS: | 1,178.13 | 867.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Expense: | 1,178.13 | 867.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Fund: 452 - PUBLIC FACILITY STREETS DEV IMPACT FEE: | 17,760.00 | 127,231.12 | 8,202.00 | 111,694.00 | 111,694.00 | 0.00 | 0.00% |
| Fund: 453 - PARK DEV IMPACT FEE | | | | | | | |
| Revenue | | | | | | | |
| Department: 7000 - CAPITAL PROJECTS | | | | | | | |
| DEVELOPMENT IMPACT FEES | 5,334.00 | 69,342.00 | 5,334.00 | 58,674.00 | 58,674.00 | 0.00 | 0.00% |
| INTEREST EARNED | 1,775.69 | 1,859.58 | 78.10 | 500.00 | 500.00 | 0.00 | 0.00% |
| Total Department: 7000 - CAPITAL PROJECTS: | 7,109.69 | 71,201.58 | 5,412.10 | 59,174.00 | 59,174.00 | 0.00 | 0.00% |
| Total Revenue: | 7,109.69 | 71,201.58 | 5,412.10 | 59,174.00 | 59,174.00 | 0.00 | 0.00% |
| Expense | | | | | | | |
| Department: 7000 - CAPITAL PROJECTS | | | | | | | |
| PROFESSIONAL SERVICES | 1,178.13 | 5,767.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 7000 - CAPITAL PROJECTS: | 1,178.13 | 5,767.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Expense: | 1,178.13 | 5,767.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Fund: 453 - PARK DEV IMPACT FEE: | 5,931.56 | 65,434.44 | 5,412.10 | 59,174.00 | 59,174.00 | 0.00 | 0.00% |
| Fund: 454 - PARKLAND IN LIEU | | | | | | | |
| Revenue | | | | | | | |
| Department: 7000 - CAPITAL PROJECTS | | | | | | | |
| DEVELOPMENT IMPACT FEES | 3,982.00 | 51,766.00 | 3,982.00 | 43,802.00 | 43,802.00 | 0.00 | 0.00% |
| INTEREST EARNED | 1,668.68 | 1,449.28 | 61.07 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 7000 - CAPITAL PROJECTS: | 5,650.68 | 53,215.28 | 4,043.07 | 43,802.00 | 43,802.00 | 0.00 | 0.00% |
| Total Revenue: | 5,650.68 | 53,215.28 | 4,043.07 | 43,802.00 | 43,802.00 | 0.00 | 0.00% |
| Expense | | | | | | | |
| Department: 7000 - CAPITAL PROJECTS | | | | | | | |
| PROFESSIONAL SERVICES | 1,178.13 | 867.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| LAND ACQUISITION | 299,828.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Department: 7000 - CAPITAL PROJECTS: | 301,006.33 | 867.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Expense: | 301,006.33 | 867.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Fund: 454 - PARKLAND IN LIEU: | -295,355.65 | 52,348.14 | 4,043.07 | 43,802.00 | 43,802.00 | 0.00 | 0.00% |

Budget Comparison Report

| Account Number | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Increase / (Decrease) | % |
|--|-----------------------------|-----------------------------|--|-------------------------------|--------------------|--------------------------|-------|
| | | | | to Parent Budget | | | |
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | |
| Revenue | | | | | | | |
| Department: 5210 - RDA SUCCESSOR AGENCY | | | | | | | |
| Fund: 520 - RDA SUCCESSOR AGENCY | | | | | | | |
| TAX INCREMENT | 315,761.24 | 350,302.00 | 0.00 | 286,500.00 | 286,500.00 | 0.00 | 0.00% |
| INTEREST EARNED | 1,897.43 | 2,053.30 | 200.97 | 1,400.00 | 1,400.00 | 0.00 | 0.00% |
| Total Department: 5210 - RDA SUCCESSOR AGENCY: | 317,658.67 | 352,355.30 | 200.97 | 287,900.00 | 287,900.00 | 0.00 | 0.00% |
| Total Revenue: | 317,658.67 | 352,355.30 | 200.97 | 287,900.00 | 287,900.00 | 0.00 | 0.00% |
| Expense | | | | | | | |
| Department: 5210 - RDA SUCCESSOR AGENCY | | | | | | | |
| PROFESSIONAL SERVICES | 9,295.00 | 7,047.50 | 2,260.00 | 10,000.00 | 10,000.00 | 0.00 | 0.00% |
| INTEREST EXPENSE | 87,707.71 | 83,241.50 | 41,235.94 | 85,500.00 | 85,500.00 | 0.00 | 0.00% |
| DEPRECIATION | 27,490.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| RETIRE PRINCIPAL | 0.00 | 100,000.00 | 105,000.00 | 100,000.00 | 100,000.00 | 0.00 | 0.00% |
| TRANSFER OUT | 96,000.00 | 96,000.00 | 0.00 | 96,000.00 | 96,000.00 | 0.00 | 0.00% |
| Total Department: 5210 - RDA SUCCESSOR AGENCY: | 220,492.71 | 286,289.00 | 148,495.94 | 291,500.00 | 291,500.00 | 0.00 | 0.00% |
| Total Expense: | 220,492.71 | 286,289.00 | 148,495.94 | 291,500.00 | 291,500.00 | 0.00 | 0.00% |
| Total Fund: 520 - RDA SUCCESSOR AGENCY: | 97,165.96 | 66,066.30 | -148,294.97 | -3,600.00 | -3,600.00 | 0.00 | 0.00% |
| Revenue | | | | | | | |
| Fund: 530 - BRITTANY WOODS- LLD | | | | | | | |
| Department: 3405 - BRITTANY WOODS | | | | | | | |
| DIRECT ASSESSMENTS | 0.00 | 18,837.35 | 0.00 | 8,018.00 | 8,060.00 | 42.00 | 0.52% |
| Total Department: 3405 - BRITTANY WOODS: | 0.00 | 18,837.35 | 0.00 | 8,018.00 | 8,060.00 | 42.00 | 0.52% |
| Total Revenue: | 0.00 | 18,837.35 | 0.00 | 8,018.00 | 8,060.00 | 42.00 | 0.52% |
| Expense | | | | | | | |
| Department: 3405 - BRITTANY WOODS | | | | | | | |
| SALARIES-REGULAR | 0.00 | 1,778.31 | 404.28 | 3,456.00 | 3,651.00 | 195.00 | 5.64% |
| OVERTIME | 0.00 | 106.88 | 25.02 | 0.00 | 0.00 | 0.00 | 0.00% |
| PUBLIC EMPLOYEES RETIREMEN | 0.00 | 124.59 | 35.32 | 300.00 | 300.00 | 0.00 | 0.00% |
| MEDICAL INSURANCE | 0.00 | 203.37 | 58.48 | 500.00 | 500.00 | 0.00 | 0.00% |
| UNEMPLOYMENT INSURANCE | 0.00 | 11.50 | 0.00 | 24.00 | 24.00 | 0.00 | 0.00% |
| WORKERS' COMPENSATION | 0.00 | 22.61 | 192.76 | 410.00 | 410.00 | 0.00 | 0.00% |
| LIFE INSURANCE | 0.00 | 11.17 | 3.11 | 30.00 | 30.00 | 0.00 | 0.00% |
| DENTAL INSURANCE | 0.00 | 11.58 | 4.20 | 40.00 | 40.00 | 0.00 | 0.00% |
| MEDICARE TAX | 0.00 | 16.94 | 4.46 | 50.00 | 50.00 | 0.00 | 0.00% |
| DEFERRED COMPENSATION | 0.00 | 6.65 | 1.81 | 20.00 | 20.00 | 0.00 | 0.00% |
| UTILITIES | 0.00 | 2,926.46 | 870.42 | 3,200.00 | 3,200.00 | 0.00 | 0.00% |
| TEMPORARY EMPLOYEE SERVICE | 0.00 | 120.02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |

Budget Comparison Report

| Account Number | Comparison 1 | | | Comparison 1 | | | |
|---|-----------------------------|--|--|--------------------------|-----------|----------|---------|
| | Budget | | | to Parent Budget | | | |
| | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | 2020-2021 PRELIMINARY 20.. FINAL | Increase / (Decrease) | % | | |
| MISCELLANEOUS | 0.00 | 1,285.96 | 652.46 | 2,894.00 | 2,699.00 | -195.00 | -6.74% |
| TRANSFER OUT | 0.00 | 1,500.00 | 0.00 | 1,500.00 | 1,480.00 | -20.00 | -1.33% |
| Total Department: 3405 - BRITTANY WOODS: | 0.00 | 8,126.04 | 2,252.32 | 12,424.00 | 12,404.00 | -20.00 | -0.16% |
| Total Expense: | 0.00 | 8,126.04 | 2,252.32 | 12,424.00 | 12,404.00 | -20.00 | -0.16% |
| Total Fund: 530 - BRITTANY WOODS- LLD: | 0.00 | 10,711.31 | -2,252.32 | -4,406.00 | -4,344.00 | 62.00 | -1.41% |
| Fund: 531 - CENTRAL HUGHSON 2- LLD | | | | | | | |
| Revenue | | | | | | | |
| Department: 3410 - CENTRAL HUGHSON 2 | | | | | | | |
| DIRECT ASSESSMENTS | | | | | | | |
| 531-3410-41030 | 0.00 | 55,075.76 | 0.00 | 14,576.00 | 14,614.00 | 38.00 | 0.26% |
| Total Department: 3410 - CENTRAL HUGHSON 2: | 0.00 | 55,075.76 | 0.00 | 14,576.00 | 14,614.00 | 38.00 | 0.26% |
| Total Revenue: | 0.00 | 55,075.76 | 0.00 | 14,576.00 | 14,614.00 | 38.00 | 0.26% |
| Expense | | | | | | | |
| Department: 3410 - CENTRAL HUGHSON 2 | | | | | | | |
| 531-3410-50010 | 0.00 | 1,333.79 | 303.17 | 1,614.00 | 1,697.00 | 83.00 | 5.14% |
| 531-3410-50030 | 0.00 | 80.08 | 18.75 | 0.00 | 0.00 | 0.00 | 0.00% |
| 531-3410-51010 | 0.00 | 93.31 | 26.43 | 300.00 | 300.00 | 0.00 | 0.00% |
| 531-3410-51020 | 0.00 | 152.69 | 43.82 | 400.00 | 400.00 | 0.00 | 0.00% |
| 531-3410-51030 | 0.00 | 8.55 | 0.00 | 30.00 | 30.00 | 0.00 | 0.00% |
| 531-3410-51040 | 0.00 | 154.87 | 166.32 | 350.00 | 350.00 | 0.00 | 0.00% |
| 531-3410-51050 | 0.00 | 9.48 | 2.29 | 30.00 | 30.00 | 0.00 | 0.00% |
| 531-3410-51060 | 0.00 | 8.73 | 3.18 | 30.00 | 30.00 | 0.00 | 0.00% |
| 531-3410-51070 | 0.00 | 12.96 | 3.41 | 50.00 | 50.00 | 0.00 | 0.00% |
| 531-3410-51080 | 0.00 | 4.95 | 1.40 | 20.00 | 20.00 | 0.00 | 0.00% |
| 531-3410-60080 | 0.00 | 667.46 | 212.04 | 750.00 | 750.00 | 0.00 | 0.00% |
| TEMPORARY EMPLOYEE SERVICE | 0.00 | 89.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| MISCELLANEOUS | 0.00 | 1,432.16 | 330.72 | 5,916.00 | 5,851.00 | -65.00 | -1.10% |
| TRANSFER OUT | 0.00 | 1,477.00 | 0.00 | 1,477.00 | 1,278.00 | -199.00 | -13.47% |
| Total Department: 3410 - CENTRAL HUGHSON 2: | 0.00 | 5,525.92 | 1,111.53 | 10,967.00 | 10,786.00 | -181.00 | -1.65% |
| Total Expense: | 0.00 | 5,525.92 | 1,111.53 | 10,967.00 | 10,786.00 | -181.00 | -1.65% |
| Total Fund: 531 - CENTRAL HUGHSON 2- LLD: | 0.00 | 49,549.84 | -1,111.53 | 3,609.00 | 3,828.00 | 219.00 | 6.07% |
| Fund: 532 - FEATHERS GLEN LLD | | | | | | | |
| Revenue | | | | | | | |
| Department: 3415 - FEATHERS GLEN | | | | | | | |
| DIRECT ASSESSMENTS | | | | | | | |
| 532-3415-41030 | 0.00 | 42,531.99 | 0.00 | 18,670.00 | 19,830.00 | 1,160.00 | 6.21% |
| Total Department: 3415 - FEATHERS GLEN: | 0.00 | 42,531.99 | 0.00 | 18,670.00 | 19,830.00 | 1,160.00 | 6.21% |
| Total Revenue: | 0.00 | 42,531.99 | 0.00 | 18,670.00 | 19,830.00 | 1,160.00 | 6.21% |

Budget Comparison Report

| Account Number Expense | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Comparison 1 Budget | | Increase / (Decrease) | % |
|---|-----------------------------|--|-------------------------------|--------------------|------------------------|--------------------|--------------------------|---|
| | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | 2020-2021 FINAL | 2020-2021 FINAL | | |
| Department: 3415 - FEATHERS GLEN | | | | | | | | |
| 532-3415-50010 SALARIES-REGULAR | 0.00 | 5,349.03 | 1,215.81 | 8,979.00 | 10,632.00 | 1,653.00 | 18.41% | |
| 532-3415-50030 OVERTIME | 0.00 | 321.16 | 75.18 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 532-3415-51010 PUBLIC EMPLOYEES RETIREMEN' | 0.00 | 374.07 | 106.09 | 100.00 | 400.00 | 300.00 | 300.00% | |
| 532-3415-51020 MEDICAL INSURANCE | 0.00 | 612.17 | 175.86 | 1,600.00 | 1,600.00 | 0.00 | 0.00% | |
| 532-3415-51030 UNEMPLOYMENT INSURANCE | 0.00 | 34.50 | 0.00 | 80.00 | 80.00 | 0.00 | 0.00% | |
| 532-3415-51040 WORKERS' COMPENSATION | 0.00 | 420.33 | 612.32 | 1,300.00 | 1,300.00 | 0.00 | 0.00% | |
| 532-3415-51050 LIFE INSURANCE | 0.00 | 33.34 | 9.34 | 100.00 | 100.00 | 0.00 | 0.00% | |
| 532-3415-51060 DENTAL INSURANCE | 0.00 | 34.95 | 12.88 | 150.00 | 150.00 | 0.00 | 0.00% | |
| 532-3415-51070 MEDICARE TAX | 0.00 | 51.45 | 13.56 | 200.00 | 200.00 | 0.00 | 0.00% | |
| 532-3415-51080 DEFERRED COMPENSATION | 0.00 | 19.63 | 5.51 | 75.00 | 75.00 | 0.00 | 0.00% | |
| 532-3415-60080 UTILITIES | 0.00 | 707.24 | 313.70 | 840.00 | 864.00 | 24.00 | 2.86% | |
| 532-3415-61050 TEMPORARY EMPLOYEE SERVICE | 0.00 | 360.57 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 532-3415-64040 MISCELLANEOUS | 0.00 | 2,732.16 | 532.80 | 7,956.00 | 6,140.00 | -1,816.00 | -22.83% | |
| 532-3415-66000 TRANSFER OUT | 0.00 | 2,557.00 | 0.00 | 2,557.00 | 3,000.00 | 443.00 | 17.32% | |
| Total Department: 3415 - FEATHERS GLEN: | 0.00 | 13,607.60 | 3,073.05 | 23,937.00 | 24,541.00 | 604.00 | 2.52% | |
| Total Expense: | | | | | | | | |
| | 0.00 | 13,607.60 | 3,073.05 | 23,937.00 | 24,541.00 | 604.00 | 2.52% | |
| Fund: 533 - FONTANA RANCH NORTH- LLD | | | | | | | | |
| Revenue | | | | | | | | |
| Department: 3420 - FONTANA RANCH NORTH | | | | | | | | |
| DIRECT ASSESSMENTS | | | | | | | | |
| 533-3420-41030 | 0.00 | 50,650.57 | 0.00 | 22,703.00 | 22,750.00 | 47.00 | 0.21% | |
| Total Department: 3420 - FONTANA RANCH NORTH: | 0.00 | 50,650.57 | 0.00 | 22,703.00 | 22,750.00 | 47.00 | 0.21% | |
| Total Revenue: | | | | | | | | |
| | 0.00 | 50,650.57 | 0.00 | 22,703.00 | 22,750.00 | 47.00 | 0.21% | |
| Expense | | | | | | | | |
| Department: 3420 - FONTANA RANCH NORTH | | | | | | | | |
| 533-3420-50010 SALARIES-REGULAR | 0.00 | 895.81 | 203.53 | 1,872.00 | 2,015.00 | 143.00 | 7.64% | |
| 533-3420-50030 OVERTIME | 0.00 | 53.68 | 12.57 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 533-3420-51010 PUBLIC EMPLOYEES RETIREMEN' | 0.00 | 62.64 | 17.76 | 200.00 | 200.00 | 0.00 | 0.00% | |
| 533-3420-51020 MEDICAL INSURANCE | 0.00 | 102.69 | 29.49 | 300.00 | 300.00 | 0.00 | 0.00% | |
| 533-3420-51030 UNEMPLOYMENT INSURANCE | 0.00 | 5.75 | 0.00 | 20.00 | 20.00 | 0.00 | 0.00% | |
| 533-3420-51040 WORKERS' COMPENSATION | 0.00 | 137.14 | 117.18 | 250.00 | 250.00 | 0.00 | 0.00% | |
| 533-3420-51050 LIFE INSURANCE | 0.00 | 5.60 | 1.53 | 20.00 | 20.00 | 0.00 | 0.00% | |
| 533-3420-51060 DENTAL INSURANCE | 0.00 | 5.97 | 2.16 | 40.00 | 40.00 | 0.00 | 0.00% | |
| 533-3420-51070 MEDICARE TAX | 0.00 | 8.73 | 2.28 | 50.00 | 50.00 | 0.00 | 0.00% | |
| 533-3420-51080 DEFERRED COMPENSATION | 0.00 | 3.10 | 0.86 | 10.00 | 10.00 | 0.00 | 0.00% | |
| 533-3420-60080 UTILITIES | 0.00 | 6,297.67 | 3,497.96 | 5,880.00 | 6,051.00 | 171.00 | 2.91% | |

Budget Comparison Report

| Account Number | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Comparison 1 Budget | Comparison 1 to Parent Budget | % |
|---|-----------------------------|--|-------------------------------|--------------------|------------------------|----------------------------------|---------|
| | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | | |
| 533-3420-61050 | 0.00 | 60.26 | 0.00 | 0.00 | | | |
| TEMPORARY EMPLOYEE SERVICE | | | | | | | |
| 533-3420-64040 | 0.00 | 1,902.82 | 679.71 | 6,925.00 | 0.00 | 0.00% | 0.00% |
| MISCELLANEOUS | | | | | | | |
| 533-3420-66000 | 0.00 | 2,339.00 | 0.00 | 2,184.00 | 117.00 | 1.72% | 1.72% |
| TRANSFER OUT | | | | | | | |
| Total Department: 3420 - FONTANA RANCH NORTH: | 0.00 | 11,880.86 | 4,565.03 | 18,065.00 | 276.00 | 1.55% | 1.55% |
| Total Expense: | 0.00 | 11,880.86 | 4,565.03 | 18,065.00 | 276.00 | 1.55% | 1.55% |
| Total Fund: 533 - FONTANA RANCH NORTH- LLD: | 0.00 | 38,769.71 | 4,565.03 | 4,685.00 | -229.00 | -4.66% | -4.66% |
| Fund: 534 - FONTANA RANCH SOUTH- LLD | | | | | | | |
| Revenue | | | | | | | |
| Department: 3425 - FONTANA RANCH SOUTH | | | | | | | |
| 534-3425-41030 | 0.00 | -22,438.86 | 0.00 | 14,492.00 | 911.00 | 6.29% | 6.29% |
| DIRECT ASSESSMENTS | | | | | | | |
| Total Department: 3425 - FONTANA RANCH SOUTH: | 0.00 | -22,438.86 | 0.00 | 15,403.00 | 911.00 | 6.29% | 6.29% |
| Total Revenue: | 0.00 | -22,438.86 | 0.00 | 15,403.00 | 911.00 | 6.29% | 6.29% |
| Expense | | | | | | | |
| Department: 3425 - FONTANA RANCH SOUTH | | | | | | | |
| 534-3425-50010 | 0.00 | 895.81 | 203.29 | 1,872.00 | -467.00 | -24.95% | -24.95% |
| SALARIES-REGULAR | | | | | | | |
| 534-3425-50030 | 0.00 | 53.68 | 12.57 | 0.00 | 0.00 | 0.00% | 0.00% |
| OVERTIME | | | | | | | |
| 534-3425-51010 | 0.00 | 62.64 | 17.73 | 100.00 | -100.00 | -50.00% | -50.00% |
| PUBLIC EMPLOYEES RETIREMENT | | | | | | | |
| 534-3425-51020 | 0.00 | 102.69 | 29.45 | 200.00 | -100.00 | -33.33% | -33.33% |
| MEDICAL INSURANCE | | | | | | | |
| 534-3425-51030 | 0.00 | 5.75 | 0.00 | 20.00 | 0.00 | 0.00% | 0.00% |
| UNEMPLOYMENT INSURANCE | | | | | | | |
| 534-3425-51040 | 0.00 | 137.14 | 117.18 | 250.00 | 0.00 | 0.00% | 0.00% |
| WORKERS' COMPENSATION | | | | | | | |
| 534-3425-51050 | 0.00 | 5.60 | 1.53 | 20.00 | 0.00 | 0.00% | 0.00% |
| LIFE INSURANCE | | | | | | | |
| 534-3425-51060 | 0.00 | 5.97 | 2.16 | 40.00 | 0.00 | 0.00% | 0.00% |
| DENTAL INSURANCE | | | | | | | |
| 534-3425-51070 | 0.00 | 8.73 | 2.28 | 50.00 | 0.00 | 0.00% | 0.00% |
| MEDICARE TAX | | | | | | | |
| 534-3425-51080 | 0.00 | 3.10 | 0.86 | 10.00 | 0.00 | 0.00% | 0.00% |
| DEFERRED COMPENSATION | | | | | | | |
| 534-3425-60080 | 0.00 | 5,228.74 | 2,450.06 | 4,800.00 | 134.00 | 2.87% | 2.87% |
| UTILITIES | | | | | | | |
| 534-3425-61050 | 0.00 | 60.26 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00% |
| TEMPORARY EMPLOYEE SERVICE | | | | | | | |
| 534-3425-64040 | 0.00 | 1,333.39 | 532.80 | 4,074.00 | 519.00 | 14.60% | 14.60% |
| MISCELLANEOUS | | | | | | | |
| 534-3425-66000 | 0.00 | 2,339.00 | 0.00 | 1,488.00 | -851.00 | -36.38% | -36.38% |
| TRANSFER OUT | | | | | | | |
| Total Department: 3425 - FONTANA RANCH SOUTH: | 0.00 | 10,242.50 | 3,369.92 | 12,457.00 | -865.00 | -6.49% | -6.49% |
| Total Expense: | 0.00 | 10,242.50 | 3,369.92 | 12,457.00 | -865.00 | -6.49% | -6.49% |
| Total Fund: 534 - FONTANA RANCH SOUTH- LLD: | 0.00 | -32,681.36 | -3,369.92 | 2,946.00 | 1,776.00 | 151.79% | 151.79% |

Budget Comparison Report

| Account Number | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget | | % |
|--------------------------------------|-----------------------------|--|-------------------------------|--------------------|----------------------------------|---------|---------|
| | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | Increase / (Decrease) | | |
| | | | | | | | |
| Fund: 535 - RHAPSODY I - LLD | | | | | | | |
| Revenue | | | | | | | |
| Department: 3430 - RHAPSODY 1 | | | | | | | |
| DIRECT ASSESSMENTS | | | | | | | |
| | 0.00 | 16,295.95 | 0.00 | 6,749.00 | 6,794.00 | 45.00 | 0.67% |
| Total Department: 3430 - RHAPSODY 1: | 0.00 | 16,295.95 | 0.00 | 6,749.00 | 6,794.00 | 45.00 | 0.67% |
| Total Revenue: | | | | | | | |
| | 0.00 | 16,295.95 | 0.00 | 6,749.00 | 6,794.00 | 45.00 | 0.67% |
| Expense | | | | | | | |
| Department: 3430 - RHAPSODY 1 | | | | | | | |
| 535-3430-50010 | 0.00 | 891.75 | 202.75 | 1,872.00 | 1,933.00 | 61.00 | 3.26% |
| 535-3430-50030 | 0.00 | 53.68 | 12.57 | 0.00 | 0.00 | 0.00 | 0.00% |
| 535-3430-51010 | 0.00 | 62.36 | 17.70 | 200.00 | 200.00 | 0.00 | 0.00% |
| 535-3430-51020 | 0.00 | 101.60 | 29.27 | 300.00 | 300.00 | 0.00 | 0.00% |
| 535-3430-51030 | 0.00 | 5.75 | 0.00 | 20.00 | 20.00 | 0.00 | 0.00% |
| 535-3430-51040 | 0.00 | 137.14 | 117.18 | 250.00 | 250.00 | 0.00 | 0.00% |
| 535-3430-51050 | 0.00 | 5.57 | 1.53 | 20.00 | 20.00 | 0.00 | 0.00% |
| 535-3430-51060 | 0.00 | 5.97 | 2.14 | 40.00 | 40.00 | 0.00 | 0.00% |
| 535-3430-51070 | 0.00 | 8.67 | 2.26 | 50.00 | 50.00 | 0.00 | 0.00% |
| 535-3430-51080 | 0.00 | 3.06 | 0.86 | 10.00 | 10.00 | 0.00 | 0.00% |
| 535-3430-60080 | 0.00 | 1,620.76 | 399.48 | 2,000.00 | 2,000.00 | 0.00 | 0.00% |
| 535-3430-61050 | 0.00 | 60.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 535-3430-64040 | 0.00 | 1,484.03 | 693.68 | 2,627.00 | 2,565.00 | -62.00 | -2.36% |
| 535-3430-66000 | 0.00 | 1,500.00 | 0.00 | 1,500.00 | 973.00 | -527.00 | -35.13% |
| Total Department: 3430 - RHAPSODY 1: | 0.00 | 5,940.60 | 1,479.42 | 8,889.00 | 8,361.00 | -528.00 | -5.94% |
| Total Expense: | | | | | | | |
| | 0.00 | 5,940.60 | 1,479.42 | 8,889.00 | 8,361.00 | -528.00 | -5.94% |
| Total Fund: 535 - RHAPSODY I - LLD: | | | | | | | |
| | 0.00 | 10,355.35 | -1,479.42 | -2,140.00 | -1,567.00 | 573.00 | -26.78% |
| Fund: 536 - RHAPSODY 2- LLD | | | | | | | |
| Revenue | | | | | | | |
| Department: 3435 - RHAPSODY 2 | | | | | | | |
| DIRECT ASSESSMENTS | | | | | | | |
| | 0.00 | 25,058.51 | 0.00 | 13,830.00 | 13,871.00 | 41.00 | 0.30% |
| Total Department: 3435 - RHAPSODY 2: | 0.00 | 25,058.51 | 0.00 | 13,830.00 | 13,871.00 | 41.00 | 0.30% |
| Total Revenue: | | | | | | | |
| | 0.00 | 25,058.51 | 0.00 | 13,830.00 | 13,871.00 | 41.00 | 0.30% |
| Expense | | | | | | | |
| Department: 3435 - RHAPSODY 2 | | | | | | | |
| 536-3435-50010 | 0.00 | 891.63 | 203.53 | 1,872.00 | 2,016.00 | 144.00 | 7.69% |
| 536-3435-50030 | 0.00 | 62.67 | 12.57 | 0.00 | 0.00 | 0.00 | 0.00% |
| 536-3435-51010 | 0.00 | 63.08 | 17.76 | 200.00 | 200.00 | 0.00 | 0.00% |
| 536-3435-51020 | 0.00 | 104.18 | 29.49 | 300.00 | 300.00 | 0.00 | 0.00% |

Budget Comparison Report

| Account Number | 2019-2020 | | 2020-2021 YTD Activity Through Sep | Parent Budget | | Comparison 1 | | % |
|--|----------------|--|--|------------------|-----------|--------------------------|---------|---|
| | Total Activity | 2020-2021 YTD Activity Through Sep | | 2020-2021 | | Increase / (Decrease) | | |
| | | | | PRELIMINARY 20.. | FINAL | | | |
| UNEMPLOYMENT INSURANCE | 0.00 | 5.75 | 0.00 | 20.00 | 20.00 | 0.00 | 0.00% | |
| WORKERS' COMPENSATION | 0.00 | 137.14 | 117.18 | 250.00 | 250.00 | 0.00 | 0.00% | |
| LIFE INSURANCE | 0.00 | 5.68 | 1.53 | 20.00 | 20.00 | 0.00 | 0.00% | |
| DENTAL INSURANCE | 0.00 | 6.06 | 2.16 | 40.00 | 40.00 | 0.00 | 0.00% | |
| MEDICARE TAX | 0.00 | 8.88 | 2.28 | 50.00 | 50.00 | 0.00 | 0.00% | |
| DEFERRED COMPENSATION | 0.00 | 3.15 | 0.86 | 10.00 | 10.00 | 0.00 | 0.00% | |
| UTILITIES | 0.00 | 1,967.80 | 393.56 | 4,432.00 | 4,560.00 | 128.00 | 2.89% | |
| TEMPORARY EMPLOYEE SERVICE | 0.00 | 60.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| MISCELLANEOUS | 0.00 | 753.37 | 532.80 | 2,849.00 | 2,851.00 | 2.00 | 0.07% | |
| TRANSFER OUT | 0.00 | 1,554.00 | 0.00 | 1,554.00 | 1,394.00 | -160.00 | -10.30% | |
| Total Department: 3435 - RHAPSODY 2: | 0.00 | 5,623.65 | 1,313.72 | 11,597.00 | 11,711.00 | 114.00 | 0.98% | |
| Total Expense: | | | | | | | | |
| | 0.00 | 5,623.65 | 1,313.72 | 11,597.00 | 11,711.00 | 114.00 | 0.98% | |
| Total Fund: 536 - RHAPSODY 2- LLD: | | | | | | | | |
| | 0.00 | 19,434.86 | -1,313.72 | 2,233.00 | 2,160.00 | -73.00 | -3.27% | |
| Fund: 537 - SANTA FE ESTATES 1 - LLD | | | | | | | | |
| Revenue | | | | | | | | |
| Department: 3440 - SANTA FE ESTATES 1 | | | | | | | | |
| DIRECT ASSESSMENTS | | | | | | | | |
| 537-3440-41030 | 0.00 | -31,916.94 | 0.00 | 7,220.00 | 7,260.00 | 40.00 | 0.55% | |
| Total Department: 3440 - SANTA FE ESTATES 1: | | | | | | | | |
| | 0.00 | -31,916.94 | 0.00 | 7,220.00 | 7,260.00 | 40.00 | 0.55% | |
| Total Revenue: | | | | | | | | |
| | 0.00 | -31,916.94 | 0.00 | 7,220.00 | 7,260.00 | 40.00 | 0.55% | |
| Expense | | | | | | | | |
| Department: 3440 - SANTA FE ESTATES 1 | | | | | | | | |
| 537-3440-50010 | 0.00 | 5,349.03 | 1,215.81 | 7,806.00 | 9,276.00 | 1,470.00 | 18.83% | |
| 537-3440-50030 | 0.00 | 321.16 | 75.18 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 537-3440-51010 | 0.00 | 373.77 | 106.09 | 1,000.00 | 1,000.00 | 0.00 | 0.00% | |
| 537-3440-51020 | 0.00 | 612.17 | 175.86 | 1,600.00 | 1,600.00 | 0.00 | 0.00% | |
| 537-3440-51030 | 0.00 | 34.50 | 0.00 | 80.00 | 80.00 | 0.00 | 0.00% | |
| 537-3440-51040 | 0.00 | 420.33 | 612.32 | 1,300.00 | 1,300.00 | 0.00 | 0.00% | |
| 537-3440-51050 | 0.00 | 33.34 | 9.34 | 100.00 | 100.00 | 0.00 | 0.00% | |
| 537-3440-51060 | 0.00 | 35.39 | 12.88 | 150.00 | 150.00 | 0.00 | 0.00% | |
| 537-3440-51070 | 0.00 | 51.45 | 13.56 | 200.00 | 200.00 | 0.00 | 0.00% | |
| 537-3440-51080 | 0.00 | 19.63 | 5.51 | 75.00 | 75.00 | 0.00 | 0.00% | |
| 537-3440-60080 | 0.00 | 3,670.70 | 1,431.05 | 5,183.00 | 5,183.00 | 0.00 | 0.00% | |
| 537-3440-61050 | 0.00 | 360.57 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 537-3440-64040 | 0.00 | 753.37 | 330.72 | 3,025.00 | 1,555.00 | -1,470.00 | -48.60% | |

Budget Comparison Report

| Account Number | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget % |
|--|-----------------------------|--|-------------------------------|--------------------|---------------------------------------|
| | | | Parent Budget | | |
| | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | |
| TRANSFER OUT | | | | | |
| 0.00 | 500.00 | 0.00 | 500.00 | 501.00 | 1.00 0.20% |
| 0.00 | 12,535.41 | 3,988.32 | 21,019.00 | 21,020.00 | 1.00 0.00% |
| 0.00 | 12,535.41 | 3,988.32 | 21,019.00 | 21,020.00 | 1.00 0.00% |
| 0.00 | -44,452.35 | -3,988.32 | -13,799.00 | -13,760.00 | 39.00 -0.28% |
| Total Department: 3440 - SANTA FE ESTATES 1: | | | | | |
| Total Expense: | | | | | |
| Total Fund: 537 - SANTA FE ESTATES 1 - LLD: | | | | | |
| Fund: 538 - SANTA FE ESTATES 2 - LLD | | | | | |
| Revenue | | | | | |
| Department: 3445 - SANTA FE ESTATES 2 | | | | | |
| DIRECT ASSESSMENTS | | | | | |
| 0.00 | -13,241.41 | 0.00 | 6,610.00 | 6,650.00 | 40.00 0.61% |
| 0.00 | -13,241.41 | 0.00 | 6,610.00 | 6,650.00 | 40.00 0.61% |
| 0.00 | -13,241.41 | 0.00 | 6,610.00 | 6,650.00 | 40.00 0.61% |
| Total Revenue: | | | | | |
| Expense | | | | | |
| Department: 3445 - SANTA FE ESTATES 2 | | | | | |
| SALARIES-REGULAR | | | | | |
| 0.00 | 5,259.24 | 1,215.81 | 7,806.00 | 9,276.00 | 1,470.00 18.83% |
| 0.00 | 312.17 | 75.18 | 0.00 | 0.00 | 0.00 0.00% |
| 0.00 | 372.43 | 106.09 | 1,000.00 | 1,000.00 | 0.00 0.00% |
| 0.00 | 610.68 | 175.86 | 1,600.00 | 1,600.00 | 0.00 0.00% |
| 0.00 | 34.50 | 0.00 | 80.00 | 80.00 | 0.00 0.00% |
| 0.00 | 420.33 | 612.32 | 1,300.00 | 1,300.00 | 0.00 0.00% |
| 0.00 | 33.26 | 9.34 | 100.00 | 100.00 | 0.00 0.00% |
| 0.00 | 35.30 | 12.88 | 150.00 | 150.00 | 0.00 0.00% |
| 0.00 | 51.30 | 13.56 | 200.00 | 200.00 | 0.00 0.00% |
| 0.00 | 19.58 | 5.51 | 75.00 | 75.00 | 0.00 0.00% |
| 0.00 | 546.20 | 109.24 | 3,541.00 | 3,541.00 | 0.00 0.00% |
| 0.00 | 360.57 | 0.00 | 0.00 | 0.00 | 0.00 0.00% |
| 0.00 | 753.37 | 330.74 | 3,149.00 | 1,679.00 | -1,470.00 -46.68% |
| 0.00 | 1,500.00 | 0.00 | 1,500.00 | 1,500.00 | 0.00 0.00% |
| 0.00 | 10,308.93 | 2,666.53 | 20,501.00 | 20,501.00 | 0.00 0.00% |
| Total Department: 3445 - SANTA FE ESTATES 2: | | | | | |
| Total Expense: | | | | | |
| 0.00 | 10,308.93 | 2,666.53 | 20,501.00 | 20,501.00 | 0.00 0.00% |
| 0.00 | -23,550.34 | -2,666.53 | -13,891.00 | -13,851.00 | 40.00 -0.29% |
| Total Fund: 538 - SANTA FE ESTATES 2 - LLD: | | | | | |
| Fund: 539 - STARN ESTATES - LLD | | | | | |
| Revenue | | | | | |
| Department: 3450 - STARN ESTATES | | | | | |
| DIRECT ASSESSMENTS | | | | | |
| 0.00 | 32,869.00 | 0.00 | 7,645.00 | 7,689.00 | 44.00 0.58% |
| 0.00 | 32,869.00 | 0.00 | 7,645.00 | 7,689.00 | 44.00 0.58% |
| 0.00 | 32,869.00 | 0.00 | 7,645.00 | 7,689.00 | 44.00 0.58% |
| Total Revenue: | | | | | |

Budget Comparison Report

| Account Number Expense | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget Increase / (Decrease) | % |
|--|-----------------------------|--|-------------------------------|--------------------|--|--------------------|
| | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | |
| | | | | | | |
| Department: 3450 - STARN ESTATES | | | | | | |
| 539-3450-50010 SALARIES-REGULAR | 0.00 | 895.84 | 203.53 | 1,701.00 | 1,763.00 | 62.00 3.64% |
| 539-3450-50030 OVERTIME | 0.00 | 57.26 | 12.57 | 0.00 | 0.00 | 0.00 0.00% |
| 539-3450-51010 PUBLIC EMPLOYEES RETIREMEN' | 0.00 | 63.82 | 17.76 | 250.00 | 250.00 | 0.00 0.00% |
| 539-3450-51020 MEDICAL INSURANCE | 0.00 | 103.28 | 29.49 | 400.00 | 400.00 | 0.00 0.00% |
| 539-3450-51030 UNEMPLOYMENT INSURANCE | 0.00 | 5.75 | 0.00 | 40.00 | 40.00 | 0.00 0.00% |
| 539-3450-51040 WORKERS' COMPENSATION | 0.00 | 137.14 | 117.18 | 250.00 | 250.00 | 0.00 0.00% |
| 539-3450-51050 LIFE INSURANCE | 0.00 | 5.64 | 1.53 | 20.00 | 20.00 | 0.00 0.00% |
| 539-3450-51060 DENTAL INSURANCE | 0.00 | 6.01 | 2.16 | 30.00 | 30.00 | 0.00 0.00% |
| 539-3450-51070 MEDICARE TAX | 0.00 | 9.31 | 2.28 | 50.00 | 50.00 | 0.00 0.00% |
| 539-3450-51080 DEFERRED COMPENSATION | 0.00 | 3.11 | 0.86 | 20.00 | 20.00 | 0.00 0.00% |
| 539-3450-60080 UTILITIES | 0.00 | 1,879.80 | 431.83 | 1,877.00 | 1,877.00 | 0.00 0.00% |
| 539-3450-60120 SMALL TOOLS | 0.00 | 0.00 | 0.00 | 2,149.00 | 0.00 | -2,149.00 -100.00% |
| 539-3450-61050 TEMPORARY EMPLOYEE SERVICE | 0.00 | 60.26 | 0.00 | 0.00 | 0.00 | 0.00 0.00% |
| 539-3450-64040 MISCELLANEOUS | 0.00 | 904.03 | 330.74 | 62.00 | 2,149.00 | 2,087.00 3,366.13% |
| 539-3450-66000 TRANSFER OUT | 0.00 | 1,500.00 | 0.00 | 1,500.00 | 941.00 | -559.00 -37.27% |
| Total Department: 3450 - STARN ESTATES: | 0.00 | 5,631.25 | 1,149.93 | 8,349.00 | 7,790.00 | -559.00 -6.70% |
| Total Expense: | | | | | | |
| | 0.00 | 5,631.25 | 1,149.93 | 8,349.00 | 7,790.00 | -559.00 -6.70% |
| Total Fund: 539 - STARN ESTATES - LLD: | | | | | | |
| | 0.00 | 27,237.75 | -1,149.93 | -704.00 | -101.00 | 603.00 -85.65% |
| Fund: 540 - STERLING GLEN 3 - LLD | | | | | | |
| Revenue | | | | | | |
| Department: 3455 - STERLING GLEN 3 | | | | | | |
| 540-3455-41030 DIRECT ASSESSMENTS | 0.00 | 58,958.05 | 0.00 | 21,704.00 | 21,795.00 | 91.00 0.42% |
| Total Department: 3455 - STERLING GLEN 3: | 0.00 | 58,958.05 | 0.00 | 21,704.00 | 21,795.00 | 91.00 0.42% |
| Total Revenue: | | | | | | |
| | 0.00 | 58,958.05 | 0.00 | 21,704.00 | 21,795.00 | 91.00 0.42% |
| Expense | | | | | | |
| Department: 3455 - STERLING GLEN 3 | | | | | | |
| 540-3455-50010 SALARIES-REGULAR | 0.00 | 2,674.41 | 606.33 | 4,943.00 | 5,631.00 | 688.00 13.92% |
| 540-3455-50030 OVERTIME | 0.00 | 159.22 | 37.47 | 0.00 | 0.00 | 0.00 0.00% |
| 540-3455-51010 PUBLIC EMPLOYEES RETIREMEN' | 0.00 | 186.53 | 52.97 | 600.00 | 600.00 | 0.00 0.00% |
| 540-3455-51020 MEDICAL INSURANCE | 0.00 | 305.24 | 87.75 | 800.00 | 800.00 | 0.00 0.00% |
| 540-3455-51030 UNEMPLOYMENT INSURANCE | 0.00 | 17.22 | 0.00 | 50.00 | 50.00 | 0.00 0.00% |
| 540-3455-51040 WORKERS' COMPENSATION | 0.00 | 210.23 | 306.16 | 650.00 | 650.00 | 0.00 0.00% |
| 540-3455-51050 LIFE INSURANCE | 0.00 | 16.72 | 4.59 | 50.00 | 50.00 | 0.00 0.00% |
| 540-3455-51060 DENTAL INSURANCE | 0.00 | 17.46 | 6.44 | 60.00 | 60.00 | 0.00 0.00% |
| 540-3455-51070 MEDICARE TAX | 0.00 | 25.77 | 6.82 | 80.00 | 80.00 | 0.00 0.00% |
| 540-3455-51080 DEFERRED COMPENSATION | 0.00 | 9.78 | 2.73 | 50.00 | 50.00 | 0.00 0.00% |

Budget Comparison Report

| Account Number | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Comparison 1 Budget | Comparison 1 to Parent Budget % |
|---|-----------------------------|--|-------------------------------|--------------------|------------------------|---------------------------------------|
| | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | |
| UTILITIES | 0.00 | 3,830.34 | 1,279.71 | 4,498.00 | 127.00 | 2.91% |
| TEMPORARY EMPLOYEE SERVICE | 0.00 | 179.77 | 0.00 | -0.00 | 0.00 | 0.00% |
| MISCELLANEOUS | 0.00 | 1,677.76 | 734.93 | 7,558.00 | -268.00 | -3.42% |
| TRANSFER OUT | 0.00 | 2,597.00 | 0.00 | 2,526.00 | -71.00 | -2.73% |
| Total Department: 3455 - STERLING GLEN 3: | 0.00 | 11,907.45 | 3,125.90 | 22,553.00 | 476.00 | 2.16% |
| Total Expense: | 0.00 | 11,907.45 | 3,125.90 | 22,553.00 | 476.00 | 2.16% |
| Total Fund: 540 - STERLING GLEN 3 - LLD: | 0.00 | 47,050.60 | -3,125.90 | -758.00 | -385.00 | 103.22% |
| Fund: 541 - SUNGLOW - LLD | | | | | | |
| Revenue | | | | | | |
| Department: 3460 - SUNGLOW | | | | | | |
| 541-3460-41030 | 0.00 | 38,177.43 | 0.00 | 9,631.00 | 48.00 | 0.50% |
| DIRECT ASSESSMENTS | 0.00 | 38,177.43 | 0.00 | 9,631.00 | 48.00 | 0.50% |
| Total Department: 3460 - SUNGLOW: | 0.00 | 38,177.43 | 0.00 | 9,631.00 | 48.00 | 0.50% |
| Total Revenue: | 0.00 | 38,177.43 | 0.00 | 9,631.00 | 48.00 | 0.50% |
| Expense | | | | | | |
| Department: 3460 - SUNGLOW | | | | | | |
| 541-3460-50010 | 0.00 | 2,219.47 | 506.86 | 3,948.00 | 277.00 | 7.55% |
| SALARIES-REGULAR | 0.00 | 2,219.47 | 506.86 | 3,948.00 | 277.00 | 7.55% |
| OVERTIME | 0.00 | 132.86 | 31.32 | 0.00 | 0.00 | 0.00% |
| PUBLIC EMPLOYEES RETIREMENT | 0.00 | 155.75 | 44.21 | 500.00 | 0.00 | 0.00% |
| MEDICAL INSURANCE | 0.00 | 255.06 | 73.35 | 700.00 | 0.00 | 0.00% |
| UNEMPLOYMENT INSURANCE | 0.00 | 14.38 | 0.00 | 40.00 | 0.00 | 0.00% |
| WORKERS' COMPENSATION | 0.00 | 192.43 | 283.48 | 600.00 | 0.00 | 0.00% |
| LIFE INSURANCE | 0.00 | 13.89 | 3.85 | 50.00 | 0.00 | 0.00% |
| DENTAL INSURANCE | 0.00 | 14.05 | 5.38 | 50.00 | 0.00 | 0.00% |
| MEDICARE TAX | 0.00 | 21.45 | 5.65 | 70.00 | 0.00 | 0.00% |
| DEFERRED COMPENSATION | 0.00 | 8.18 | 2.33 | 30.00 | 0.00 | 0.00% |
| UTILITIES | 0.00 | 1,282.80 | 256.56 | 1,539.00 | 0.00 | 0.00% |
| TEMPORARY EMPLOYEE SERVICE | 0.00 | 150.15 | 0.00 | 0.00 | 0.00 | 0.00% |
| MISCELLANEOUS | 0.00 | 904.03 | 371.96 | 2,373.00 | -277.00 | -10.45% |
| TRANSFER OUT | 0.00 | 1,500.00 | 0.00 | 1,397.00 | -103.00 | -6.87% |
| Total Department: 3460 - SUNGLOW: | 0.00 | 6,864.50 | 1,584.95 | 11,297.00 | -103.00 | -0.90% |
| Total Expense: | 0.00 | 6,864.50 | 1,584.95 | 11,297.00 | -103.00 | -0.90% |
| Total Fund: 541 - SUNGLOW - LLD: | 0.00 | 31,312.93 | -1,584.95 | -1,769.00 | 151.00 | -8.54% |

Budget Comparison Report

| Account Number | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget Increase / (Decrease) | % |
|--|-----------------------------|--|--|--------------------|--|---------|
| | | | Parent Budget 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | |
| | | | | | | |
| Fund: 542 - WALNUT HAVEN 3 - LLD | | | | | | |
| Revenue | | | | | | |
| Department: 3465 - WALNUT HAVEN 3 | | | | | | |
| DIRECT ASSESSMENTS | | | | | | |
| Total Department: 3465 - WALNUT HAVEN 3: | | | | | | |
| | 0.00 | 12,285.97 | 0.00 | 5,922.00 | 40.00 | 0.68% |
| | 0.00 | 12,285.97 | 0.00 | 5,922.00 | 40.00 | 0.68% |
| Total Revenue: | | | | | | |
| | 0.00 | 12,285.97 | 0.00 | 5,922.00 | 40.00 | 0.68% |
| Expense | | | | | | |
| Department: 3465 - WALNUT HAVEN 3 | | | | | | |
| 542-3465-50010 | 0.00 | 1,778.31 | 404.28 | 4,163.00 | 65.00 | 1.56% |
| 542-3465-50030 | 0.00 | 105.09 | 25.02 | 0.00 | 0.00 | 0.00% |
| 542-3465-51010 | 0.00 | 124.39 | 35.32 | 350.00 | 0.00 | 0.00% |
| 542-3465-51020 | 0.00 | 203.08 | 58.48 | 500.00 | 0.00 | 0.00% |
| 542-3465-51030 | 0.00 | 11.50 | 0.00 | 40.00 | 0.00 | 0.00% |
| 542-3465-51040 | 0.00 | 272.25 | 211.66 | 450.00 | 0.00 | 0.00% |
| 542-3465-51050 | 0.00 | 11.16 | 3.11 | 40.00 | 0.00 | 0.00% |
| 542-3465-51060 | 0.00 | 11.57 | 4.20 | 50.00 | 0.00 | 0.00% |
| 542-3465-51070 | 0.00 | 16.90 | 4.46 | 50.00 | 0.00 | 0.00% |
| 542-3465-51080 | 0.00 | 6.64 | 1.81 | 20.00 | 0.00 | 0.00% |
| 542-3465-60080 | 0.00 | 1,287.00 | 257.40 | 3,020.00 | 0.00 | 0.00% |
| 542-3465-61050 | 0.00 | 120.02 | 0.00 | 0.00 | 0.00 | 0.00% |
| 542-3465-64040 | 0.00 | 903.99 | 630.74 | 1,578.00 | -65.00 | -4.12% |
| 542-3465-66000 | 0.00 | 1,500.00 | 0.00 | 1,500.00 | -529.00 | -35.27% |
| Total Department: 3465 - WALNUT HAVEN 3: | | | | | | |
| | 0.00 | 6,351.90 | 1,636.48 | 11,761.00 | -529.00 | -4.50% |
| Total Expense: | | | | | | |
| | 0.00 | 6,351.90 | 1,636.48 | 11,761.00 | -529.00 | -4.50% |
| Fund: 543 - EUCLID SOUTH LLD | | | | | | |
| Revenue | | | | | | |
| Department: 3470 - EUCLID SOUTH | | | | | | |
| DIRECT ASSESSMENTS | | | | | | |
| Total Department: 3470 - EUCLID SOUTH: | | | | | | |
| | 0.00 | 0.00 | 0.00 | 0.00 | 17,300.00 | 0.00% |
| | 0.00 | 0.00 | 0.00 | 0.00 | 17,300.00 | 0.00% |
| Total Revenue: | | | | | | |
| | 0.00 | 0.00 | 0.00 | 0.00 | 17,300.00 | 0.00% |
| Expense | | | | | | |
| Department: 3470 - EUCLID SOUTH | | | | | | |
| 543-3470-50010 | 0.00 | 0.00 | 0.00 | 0.00 | 1,575.00 | 0.00% |
| 543-3470-51010 | 0.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00% |
| 543-3470-51020 | 0.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00% |
| 543-3470-51030 | 0.00 | 0.00 | 0.00 | 0.00 | 20.00 | 0.00% |

Budget Comparison Report

| Account Number | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Comparison 1 Budget | Comparison 1 to Parent Budget % |
|--|-----------------------------|--|-------------------------------|--------------------|------------------------|---------------------------------------|
| | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | |
| 543-3470-51040 | 0.00 | 0.00 | 0.00 | 200.00 | | 0.00% |
| 543-3470-51050 | 0.00 | 0.00 | 0.00 | 20.00 | | 0.00% |
| 543-3470-51060 | 0.00 | 0.00 | 0.00 | 20.00 | | 0.00% |
| 543-3470-51070 | 0.00 | 0.00 | 0.00 | 20.00 | | 0.00% |
| 543-3470-51080 | 0.00 | 0.00 | 0.00 | 20.00 | | 0.00% |
| 543-3470-60080 | 0.00 | 0.00 | 0.00 | 4,800.00 | | 0.00% |
| 543-3470-64040 | 0.00 | 0.00 | 0.00 | 4,087.00 | | 0.00% |
| 543-3470-66000 | 0.00 | 0.00 | 0.00 | 1,488.00 | | 0.00% |
| Total Department: 3470 - EUCLID SOUTH: | 0.00 | 0.00 | 0.00 | 12,450.00 | | 0.00% |
| Total Expense: | 0.00 | 0.00 | 0.00 | 12,450.00 | | 0.00% |
| Total Fund: 543 - EUCLID SOUTH ILLD: | 0.00 | 0.00 | 0.00 | 4,850.00 | | 0.00% |
| Fund: 550 - CENTRAL HUGHSON 2 - BAD | | | | | | |
| Revenue | | | | | | |
| Department: 3505 - CENTRAL HUGHSON 2 | | | | | | |
| 550-3505-41030 | | | | | | |
| DIRECT ASSESSMENTS | 0.00 | 74,460.19 | 0.00 | 8,298.00 | 6,771.00 | -18.40% |
| Total Department: 3505 - CENTRAL HUGHSON 2: | 0.00 | 74,460.19 | 0.00 | 8,298.00 | 6,771.00 | -18.40% |
| Total Revenue: | 0.00 | 74,460.19 | 0.00 | 8,298.00 | 6,771.00 | -18.40% |
| Expense | | | | | | |
| Department: 3505 - CENTRAL HUGHSON 2 | | | | | | |
| 550-3505-50010 | | | | | | |
| SALARIES-REGULAR | 0.00 | 0.00 | 0.00 | 1,764.00 | 1,829.00 | 3.68% |
| PUBLIC EMPLOYEES RETIREMENT | 0.00 | 0.00 | 0.00 | 250.00 | 250.00 | 0.00% |
| MEDICAL INSURANCE | 0.00 | 0.00 | 0.00 | 400.00 | 400.00 | 0.00% |
| UNEMPLOYMENT INSURANCE | 0.00 | 0.00 | 0.00 | 40.00 | 40.00 | 0.00% |
| WORKERS' COMPENSATION | 0.00 | 150.01 | 117.18 | 250.00 | 250.00 | 0.00% |
| LIFE INSURANCE | 0.00 | 0.00 | 0.00 | 20.00 | 20.00 | 0.00% |
| DENTAL INSURANCE | 0.00 | 0.00 | 0.00 | 30.00 | 30.00 | 0.00% |
| MEDICARE TAX | 0.00 | 0.00 | 0.00 | 50.00 | 50.00 | 0.00% |
| DEFERRED COMPENSATION | 0.00 | 0.00 | 0.00 | 20.00 | 20.00 | 0.00% |
| MISCELLANEOUS | 0.00 | 4,520.72 | 330.74 | 9,783.00 | 9,718.00 | -0.66% |
| TRANSFER OUT | 0.00 | 3,226.00 | 0.00 | 3,226.00 | 1,699.00 | -47.33% |
| Total Department: 3505 - CENTRAL HUGHSON 2: | 0.00 | 7,896.73 | 447.92 | 15,833.00 | 14,306.00 | -9.64% |
| Total Expense: | 0.00 | 7,896.73 | 447.92 | 15,833.00 | 14,306.00 | -9.64% |
| Total Fund: 550 - CENTRAL HUGHSON 2 - BAD: | 0.00 | 66,563.46 | -447.92 | -7,535.00 | -7,535.00 | 0.00% |

Budget Comparison Report

| Account Number | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | Comparison 1 to Parent Budget Increase / (Decrease) | Comparison 2 Final | Comparison 2 to Parent Budget Increase / (Decrease) |
|---|-----------------------------|--|------------------------|--|-----------------------|--|
| Fund: 551 - FEATHERS GLEN - BAD | | | | | | |
| Revenue | | | | | | |
| Department: 3510 - FEATHERS GLEN | | | | | | |
| DIRECT ASSESSMENTS | | | | | | |
| 551-3510-41030 | 0.00 | 21,864.63 | 0.00 | 10,987.00 | 11,584.00 | 6.34% |
| Total Department: 3510 - FEATHERS GLEN: | | | | | | |
| | 0.00 | 21,864.63 | 0.00 | 10,987.00 | 11,584.00 | 6.34% |
| Total Revenue: | | | | | | |
| | 0.00 | 21,864.63 | 0.00 | 10,987.00 | 11,584.00 | 6.34% |
| Expense | | | | | | |
| Department: 3510 - FEATHERS GLEN | | | | | | |
| SALARIES-REGULAR | | | | | | |
| 551-3510-50010 | 0.00 | 3,851.63 | 865.85 | 5,066.00 | 6,032.00 | 19.07% |
| 551-3510-50030 | 0.00 | 195.15 | 45.69 | 0.00 | 0.00 | 0.00% |
| 551-3510-51010 | 0.00 | 256.33 | 74.29 | 800.00 | 800.00 | 0.00% |
| 551-3510-51020 | 0.00 | 486.98 | 141.49 | 1,400.00 | 1,400.00 | 0.00% |
| 551-3510-51030 | 0.00 | 24.84 | 0.00 | 70.00 | 70.00 | 0.00% |
| 551-3510-51040 | 0.00 | 289.02 | 517.84 | 1,100.00 | 1,100.00 | 0.00% |
| 551-3510-51050 | 0.00 | 23.50 | 6.63 | 75.00 | 75.00 | 0.00% |
| 551-3510-51060 | 0.00 | 24.60 | 11.93 | 100.00 | 100.00 | 0.00% |
| 551-3510-51070 | 0.00 | 37.66 | 10.14 | 100.00 | 100.00 | 0.00% |
| 551-3510-51080 | 0.00 | 15.71 | 4.44 | 50.00 | 50.00 | 0.00% |
| 551-3510-61050 | 0.00 | 219.10 | 0.00 | 0.00 | 0.00 | 0.00% |
| 551-3510-64040 | 0.00 | 1,131.43 | 330.74 | 3,261.00 | 2,315.00 | -946.00 -29.01% |
| 551-3510-66000 | 0.00 | 2,235.00 | 0.00 | 2,235.00 | 1,688.00 | -547.00 -24.47% |
| Total Department: 3510 - FEATHERS GLEN: | | | | | | |
| | 0.00 | 8,790.95 | 2,009.04 | 14,257.00 | 13,730.00 | -527.00 -3.70% |
| Total Expense: | | | | | | |
| | 0.00 | 8,790.95 | 2,009.04 | 14,257.00 | 13,730.00 | -527.00 -3.70% |
| Total Fund: 551 - FEATHERS GLEN - BAD: | | | | | | |
| | 0.00 | 13,073.68 | -2,009.04 | -3,270.00 | -2,046.00 | 1,224.00 -37.43% |
| Fund: 552 - FONTANA RANCH NORTH BAD | | | | | | |
| Revenue | | | | | | |
| Department: 3515 - FONTANA RANCH NORTH | | | | | | |
| DIRECT ASSESSMENTS | | | | | | |
| 552-3515-41030 | 0.00 | 121,682.09 | 0.00 | 23,613.00 | 23,660.00 | 47.00 0.20% |
| Total Department: 3515 - FONTANA RANCH NORTH: | | | | | | |
| | 0.00 | 121,682.09 | 0.00 | 23,613.00 | 23,660.00 | 47.00 0.20% |
| Total Revenue: | | | | | | |
| | 0.00 | 121,682.09 | 0.00 | 23,613.00 | 23,660.00 | 47.00 0.20% |
| Expense | | | | | | |
| Department: 3515 - FONTANA RANCH NORTH | | | | | | |
| SALARIES-REGULAR | | | | | | |
| 552-3515-50010 | 0.00 | 1,447.66 | 325.52 | 10,073.00 | 11,744.00 | 1,671.00 16.59% |
| 552-3515-50030 | 0.00 | 73.22 | 17.13 | 0.00 | 0.00 | 0.00% |
| 552-3515-51010 | 0.00 | 96.37 | 27.98 | 300.00 | 300.00 | 0.00% |
| 552-3515-51020 | 0.00 | 183.04 | 53.16 | 600.00 | 600.00 | 0.00% |
| 552-3515-51030 | 0.00 | 9.31 | 0.00 | 20.00 | 20.00 | 0.00% |

Budget Comparison Report

| Account Number | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Increase / (Decrease) | % |
|---|-----------------------------|--|-------------------------------|--------------------|--------------------------|----------|
| | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | |
| WORKERS' COMPENSATION | 0.00 | 169.83 | 500.00 | 500.00 | 0.00 | 0.00% |
| LIFE INSURANCE | 0.00 | 8.80 | 30.00 | 30.00 | 0.00 | 0.00% |
| DENTAL INSURANCE | 0.00 | 9.30 | 50.00 | 50.00 | 0.00 | 0.00% |
| MEDICARE TAX | 0.00 | 13.99 | 50.00 | 50.00 | 0.00 | 0.00% |
| DEFERRED COMPENSATION | 0.00 | 5.98 | 20.00 | 20.00 | 0.00 | 0.00% |
| UTILITIES | 0.00 | 0.00 | 5,880.00 | 6,051.00 | 171.00 | 2.91% |
| TEMPORARY EMPLOYEE SERVICE | 0.00 | 82.23 | 0.00 | 0.00 | 0.00 | 0.00% |
| MISCELLANEOUS | 0.00 | 1,808.92 | 5,811.00 | 4,501.00 | -1,310.00 | -22.54% |
| TRANSFER OUT | 0.00 | 2,339.00 | 2,339.00 | 3,325.00 | 986.00 | 42.15% |
| OTHER EQUIPMENT | 0.00 | 84.38 | 2,500.00 | 0.00 | -2,500.00 | -100.00% |
| Total Department: 3515 - FONTANA RANCH NORTH: | 0.00 | 6,332.03 | 28,173.00 | 27,191.00 | -982.00 | -3.49% |
| Total Expense: | 0.00 | 6,332.03 | 28,173.00 | 27,191.00 | -982.00 | -3.49% |
| Fund: 553 - FONTANA RANCH SOUTH - BAD | 0.00 | 115,350.06 | -4,560.00 | -3,531.00 | 1,029.00 | -22.57% |
| Revenue | | | | | | |
| Department: 3520 - FONTANA RANCH SOUTH | | | | | | |
| DIRECT ASSESSMENTS | 0.00 | 16,616.81 | 0.00 | 12,799.00 | 811.00 | 6.34% |
| Total Department: 3520 - FONTANA RANCH SOUTH: | 0.00 | 16,616.81 | 0.00 | 12,799.00 | 811.00 | 6.34% |
| Total Revenue: | 0.00 | 16,616.81 | 0.00 | 12,799.00 | 811.00 | 6.34% |
| Expense | | | | | | |
| Department: 3520 - FONTANA RANCH SOUTH | | | | | | |
| SALARIES-REGULAR | 0.00 | 6,248.81 | 7,474.00 | 9,591.00 | 2,117.00 | 28.32% |
| OVERTIME | 0.00 | 316.57 | 0.00 | 0.00 | 0.00 | 0.00% |
| PUBLIC EMPLOYEES RETIREMEN | 0.00 | 417.56 | 1,300.00 | 1,300.00 | 0.00 | 0.00% |
| MEDICAL INSURANCE | 0.00 | 789.99 | 2,100.00 | 2,100.00 | 0.00 | 0.00% |
| UNEMPLOYMENT INSURANCE | 0.00 | 40.27 | 150.00 | 150.00 | 0.00 | 0.00% |
| WORKERS' COMPENSATION | 0.00 | 507.68 | 1,800.00 | 1,800.00 | 0.00 | 0.00% |
| LIFE INSURANCE | 0.00 | 38.07 | 150.00 | 150.00 | 0.00 | 0.00% |
| DENTAL INSURANCE | 0.00 | 39.93 | 20.00 | 20.00 | 0.00 | 0.00% |
| MEDICARE TAX | 0.00 | 60.91 | 20.00 | 20.00 | 0.00 | 0.00% |
| DEFERRED COMPENSATION | 0.00 | 25.46 | 75.00 | 75.00 | 0.00 | 0.00% |
| UTILITIES | 0.00 | 0.00 | 4,666.00 | 4,801.00 | 135.00 | 2.89% |
| TEMPORARY EMPLOYEE SERVICE | 0.00 | 355.46 | 0.00 | 0.00 | 0.00 | 0.00% |
| MISCELLANEOUS | 0.00 | 1,207.90 | 5,184.00 | 3,452.74 | -1,731.26 | -33.40% |
| TRANSFER OUT | 0.00 | 2,339.00 | 2,339.00 | 3,272.00 | 933.00 | 39.89% |

Budget Comparison Report

| Account Number | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget % |
|---|-----------------------------|--|-------------------------------|--------------------|---------------------------------------|
| | | | Parent Budget | | |
| | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | |
| OTHER EQUIPMENT | | | | | |
| Total Department: 3520 - FONTANA RANCH SOUTH: | 0.00 | 0.00 | 2,500.00 | 0.00 | -2,500.00 -100.00% |
| | 0.00 | 12,387.61 | 27,778.00 | 26,731.74 | -1,046.26 -3.77% |
| Total Expense: | 0.00 | 12,387.61 | 27,778.00 | 26,731.74 | -1,046.26 -3.77% |
| Total Fund: 553 - FONTANA RANCH SOUTH - BAD: | 0.00 | 4,229.20 | -14,979.00 | -13,121.74 | 1,857.26 -12.40% |
| Fund: 554 - STERLING GLEN 3 - BAD | | | | | |
| Revenue | | | | | |
| Department: 3525 - STERLING GLEN 3 | | | | | |
| 554-3525-41030 | 0.00 | 55,988.74 | 14,940.00 | 15,913.00 | 973.00 6.51% |
| DIRECT ASSESSMENTS | 0.00 | 55,988.74 | 14,940.00 | 15,913.00 | 973.00 6.51% |
| Total Department: 3525 - STERLING GLEN 3: | 0.00 | 55,988.74 | 14,940.00 | 15,913.00 | 973.00 6.51% |
| Total Revenue: | 0.00 | 55,988.74 | 14,940.00 | 15,913.00 | 973.00 6.51% |
| Expense | | | | | |
| Department: 3525 - STERLING GLEN 3 | | | | | |
| 554-3525-50010 | 0.00 | 1,920.31 | 2,023.00 | 2,713.00 | 690.00 34.11% |
| SALARIES-REGULAR | 0.00 | 97.32 | 0.00 | 0.00 | 0.00 0.00% |
| OVERTIME | 0.00 | 125.42 | 400.00 | 400.00 | 0.00 0.00% |
| PUBLIC EMPLOYEES RETIREMEN | 0.00 | 242.90 | 700.00 | 700.00 | 0.00 0.00% |
| MEDICAL INSURANCE | 0.00 | 12.29 | 40.00 | 40.00 | 0.00 0.00% |
| UNEMPLOYMENT INSURANCE | 0.00 | 195.37 | 600.00 | 600.00 | 0.00 0.00% |
| WORKERS' COMPENSATION | 0.00 | 11.14 | 50.00 | 50.00 | 0.00 0.00% |
| LIFE INSURANCE | 0.00 | 6.18 | 50.00 | 50.00 | 0.00 0.00% |
| DENTAL INSURANCE | 0.00 | 5.13 | 70.00 | 70.00 | 0.00 0.00% |
| MEDICARE TAX | 0.00 | 8.38 | 30.00 | 30.00 | 0.00 0.00% |
| DEFERRED COMPENSATION | 0.00 | 109.29 | 0.00 | 0.00 | 0.00 0.00% |
| TEMPORARY EMPLOYEE SERVICE | 0.00 | 4,078.65 | 9,583.00 | 13,978.00 | 4,395.00 45.86% |
| MISCELLANEOUS | 0.00 | 2,339.00 | 2,339.00 | 2,579.00 | 240.00 10.26% |
| TRANSFER OUT | 0.00 | 9,170.23 | 15,885.00 | 21,210.00 | 5,325.00 33.52% |
| Total Department: 3525 - STERLING GLEN 3: | 0.00 | 9,170.23 | 15,885.00 | 21,210.00 | 5,325.00 33.52% |
| Total Expense: | 0.00 | 9,170.23 | 15,885.00 | 21,210.00 | 5,325.00 33.52% |
| Total Fund: 554 - STERLING GLEN 3 - BAD: | 0.00 | 46,818.51 | -945.00 | -5,297.00 | -4,352.00 460.53% |
| Fund: 555 - EUCLID SOUTH - BAD | | | | | |
| Revenue | | | | | |
| Department: 3470 - EUCLID SOUTH | | | | | |
| 555-3470-41030 | 0.00 | 0.00 | 0.00 | 18,877.00 | 18,877.00 0.00% |
| DIRECT ASSESSMENTS | 0.00 | 0.00 | 0.00 | 18,877.00 | 18,877.00 0.00% |
| Total Department: 3470 - EUCLID SOUTH: | 0.00 | 0.00 | 0.00 | 18,877.00 | 18,877.00 0.00% |
| Total Revenue: | 0.00 | 0.00 | 0.00 | 18,877.00 | 18,877.00 0.00% |

Budget Comparison Report

| Account Number Expense | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Comparison 1 Budget | Comparison 1 to Parent Budget % |
|--|-----------------------------|--|-------------------------------|--------------------|------------------------|---------------------------------------|
| | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | |
| Department: 3470 - EUCLID SOUTH | | | | | | |
| 555-3470-50010 SALARIES-REGULAR | 0.00 | 0.00 | 0.00 | 6,505.00 | 6,505.00 | 0.00% |
| 555-3470-51010 PUBLIC EMPLOYEES RETIREMEN' | 0.00 | 0.00 | 0.00 | 800.00 | 800.00 | 0.00% |
| 555-3470-51020 MEDICAL INSURANCE | 0.00 | 0.00 | 0.00 | 1,400.00 | 1,400.00 | 0.00% |
| 555-3470-51030 UNEMPLOYMENT INSURANCE | 0.00 | 0.00 | 0.00 | 70.00 | 70.00 | 0.00% |
| 555-3470-51040 WORKERS' COMPENSATION | 0.00 | 0.00 | 0.00 | 1,100.00 | 1,100.00 | 0.00% |
| 555-3470-51050 LIFE INSURANCE | 0.00 | 0.00 | 0.00 | 75.00 | 75.00 | 0.00% |
| 555-3470-51060 DENTAL INSURANCE | 0.00 | 0.00 | 0.00 | 100.00 | 100.00 | 0.00% |
| 555-3470-51070 MEDICARE TAX | 0.00 | 0.00 | 0.00 | 100.00 | 100.00 | 0.00% |
| 555-3470-51080 DEFERRED COMPENSATION | 0.00 | 0.00 | 0.00 | 50.00 | 50.00 | 0.00% |
| 555-3470-60080 UTILITIES | 0.00 | 0.00 | 0.00 | 3,100.00 | 3,100.00 | 0.00% |
| 555-3470-61010 PROFESSIONAL SERVICES | 0.00 | 0.00 | 0.00 | 3,251.00 | 3,251.00 | 0.00% |
| 555-3470-66000 TRANSFER OUT | 0.00 | 0.00 | 0.00 | 2,283.00 | 2,283.00 | 0.00% |
| Total Department: 3470 - EUCLID SOUTH: | 0.00 | 0.00 | 0.00 | 18,834.00 | 18,834.00 | 0.00% |
| Total Expense: | | | | | | |
| | 0.00 | 0.00 | 0.00 | 18,834.00 | 18,834.00 | 0.00% |
| Fund: 560 - PROVINCE PLACE COMMUNITY FACILITIES DISTRICT | | | | | | |
| Department: 3605 - PROVINCE PLACE | | | | | | |
| 560-3605-41030 DIRECT ASSESSMENTS | 0.00 | 18,098.51 | -319.65 | 10,794.00 | 0.00 | 0.00% |
| Total Department: 3605 - PROVINCE PLACE: | 0.00 | 18,098.51 | -319.65 | 10,794.00 | 0.00 | 0.00% |
| Total Revenue: | | | | | | |
| | 0.00 | 18,098.51 | -319.65 | 10,794.00 | 0.00 | 0.00% |
| Department: 3605 - PROVINCE PLACE | | | | | | |
| 560-3605-50010 SALARIES-REGULAR | 0.00 | 0.00 | 0.00 | 1,029.00 | 0.00 | 0.00% |
| 560-3605-51010 PUBLIC EMPLOYEES RETIREMEN' | 0.00 | 0.00 | 0.00 | 200.00 | 0.00 | 0.00% |
| 560-3605-51020 MEDICAL INSURANCE | 0.00 | 0.00 | 0.00 | 350.00 | 0.00 | 0.00% |
| 560-3605-51030 UNEMPLOYMENT INSURANCE | 0.00 | 0.00 | 0.00 | 20.00 | 0.00 | 0.00% |
| 560-3605-51040 WORKERS' COMPENSATION | 0.00 | 128.54 | 250.00 | 250.00 | 0.00 | 0.00% |
| 560-3605-51050 LIFE INSURANCE | 0.00 | 0.00 | 25.00 | 25.00 | 0.00 | 0.00% |
| 560-3605-51060 DENTAL INSURANCE | 0.00 | 0.00 | 25.00 | 25.00 | 0.00 | 0.00% |
| 560-3605-51070 MEDICARE TAX | 0.00 | 0.00 | 50.00 | 50.00 | 0.00 | 0.00% |
| 560-3605-51080 DEFERRED COMPENSATION | 0.00 | 0.00 | 20.00 | 20.00 | 0.00 | 0.00% |
| 560-3605-60080 UTILITIES | 0.00 | 308.40 | 61.68 | 1,000.00 | 0.00 | 0.00% |
| 560-3605-61010 PROFESSIONAL SERVICES | 0.00 | 0.00 | 0.00 | 1,000.00 | 0.00 | 0.00% |
| 560-3605-64040 MISCELLANEOUS | 0.00 | 0.00 | 0.00 | 6,711.00 | 0.00 | 0.00% |

Budget Comparison Report

Account Number

560-3605-56000

TRANSFER OUT

Total Department: 3605 - PROVINCE PLACE:

Total Expense:

Total Fund: 560 - PROVINCE PLACE COMMUNITY FACILITIES DISTR..

Report Total:

| | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Comparison 1 Budget | Comparison 1 to Parent Budget | % |
|-----------------|-----------------------------|--|-------------------------------|--------------------|------------------------|----------------------------------|-------|
| | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | | |
| | 0.00 | 1,500.00 | 0.00 | 1,500.00 | | | |
| OVINCE PLACE: | 0.00 | 1,808.40 | 190.22 | 12,180.00 | | 0.00 | 0.00% |
| Total Expense: | 0.00 | 1,808.40 | 190.22 | 12,180.00 | | 0.00 | 0.00% |
| ILITIES DISTR.. | 0.00 | 16,290.11 | -509.87 | -1,386.00 | | 0.00 | 0.00% |
| Report Total: | 1,787,568.20 | 2,601,428.08 | 493,810.61 | 3,200,749.26 | | 20,004.26 | 0.63% |

Budget Comparison Report

Group Summary

| Department... | | 2018-2019 | 2019-2020 | 2020-2021 | Parent Budget | Comparison 1 | Comparison 1 | % |
|---|--|---------------------|---------------------|--------------------------|----------------------------|---------------------|-----------------------|-----------------|
| Fund: 100 - GENERAL FUND | | Total Activity | Total Activity | YTD Activity Through Sep | 2020-2021 PRELIMINARY 20.. | Budget | to Parent Budget | |
| Revenue | | | | | | 2020-2021 FINAL | Increase / (Decrease) | |
| 1025 - FINANCE | | 27,469.00 | 27,423.00 | 1,228.00 | 21,518.00 | 21,518.00 | 0.00 | 0.00% |
| 1040 - PLANNING/BUILDING | | 42,790.98 | 180,923.47 | 39,358.06 | 180,358.00 | 180,358.00 | 0.00 | 0.00% |
| 1045 - POLICE SERVICES | | 38,262.00 | 37,716.47 | 3,337.63 | 34,646.00 | 34,646.00 | 0.00 | 0.00% |
| 1065 - PARKS AND RECREATION | | 17,323.59 | 15,122.91 | 2,400.00 | 14,838.00 | 14,838.00 | 0.00 | 0.00% |
| 9999 - NON DEPARTMENTAL | | 2,766,965.75 | 2,846,193.00 | 70,473.51 | 2,744,010.00 | 2,790,713.00 | 46,703.00 | 1.70% |
| Total Revenue: | | 2,892,811.32 | 3,087,378.85 | 116,797.20 | 2,995,470.00 | 3,042,173.00 | 46,703.00 | 1.56% |
| Expense | | | | | | | | |
| 1005 - LEGISLATIVE | | 34,191.09 | 35,112.63 | 8,256.79 | 35,995.00 | 35,995.00 | 0.00 | 0.00% |
| 1010 - CITY MANAGER | | 238,362.25 | 267,889.52 | 36,725.50 | 197,550.00 | 197,550.00 | 0.00 | 0.00% |
| 1015 - CITY TREASURER | | 968.85 | -533.82 | 215.30 | 1,292.00 | 1,292.00 | 0.00 | 0.00% |
| 1020 - LEGAL SERVICES | | 78,282.31 | 122,880.75 | 2,296.90 | 90,000.00 | 90,000.00 | 0.00 | 0.00% |
| 1025 - FINANCE | | 261,182.33 | 266,491.73 | 27,560.56 | 283,286.00 | 283,286.00 | 0.00 | 0.00% |
| 1030 - HUMAN RESOURCES/RISK MANAGEMENT | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 1035 - CITY CLERK | | 53,968.57 | 60,631.51 | 14,263.02 | 88,098.00 | 88,098.00 | 0.00 | 0.00% |
| 1040 - PLANNING/BUILDING | | 213,958.35 | 255,374.34 | 60,855.50 | 297,598.00 | 301,998.00 | 4,400.00 | 1.48% |
| 1045 - POLICE SERVICES | | 1,355,255.00 | 1,185,415.65 | 174,229.04 | 1,290,062.00 | 1,290,062.00 | 0.00 | 0.00% |
| 1050 - ANIMAL CONTROL | | 48,047.00 | 46,736.00 | 13,284.00 | 48,375.00 | 48,375.00 | 0.00 | 0.00% |
| 1055 - PUBLIC WORKS | | 51,703.17 | 63,482.24 | 11,316.04 | 63,787.00 | 108,787.00 | 45,000.00 | 70.55% |
| 1060 - BUILDINGS AND GROUNDS | | 54,369.10 | 70,628.44 | 12,090.34 | 73,846.00 | 73,846.00 | 0.00 | 0.00% |
| 1065 - PARKS AND RECREATION | | 94,788.29 | 101,471.51 | 23,836.09 | 110,678.00 | 110,678.00 | 0.00 | 0.00% |
| 1070 - STREET MAINTENANCE | | 123,351.60 | 108,642.80 | 18,909.18 | 102,789.00 | 102,789.00 | 0.00 | 0.00% |
| 1075 - FLEET MAINTENANCE | | 13,348.19 | 91,853.17 | 1,080.34 | 94,222.00 | 21,150.00 | -73,072.00 | -77.55% |
| 9999 - NON DEPARTMENTAL | | 121,944.03 | 182,224.41 | 113,023.08 | 149,541.00 | 149,541.00 | 0.00 | 0.00% |
| Total Expense: | | 2,743,720.13 | 2,858,300.88 | 517,941.68 | 2,927,119.00 | 2,903,447.00 | -23,672.00 | -0.81% |
| Total Fund: 100 - GENERAL FUND: | | 149,091.19 | 229,077.97 | -401,144.48 | 68,351.00 | 138,726.00 | 70,375.00 | 102.96% |
| Fund: 210 - SEWER | | | | | | | | |
| Revenue | | | | | | | | |
| 2110 - SEWER OPERATIONS | | 3,188,274.46 | 2,904,008.26 | 731,032.44 | 2,942,392.00 | 2,942,392.00 | 0.00 | 0.00% |
| Total Revenue: | | 3,188,274.46 | 2,904,008.26 | 731,032.44 | 2,942,392.00 | 2,942,392.00 | 0.00 | 0.00% |
| Expense | | | | | | | | |
| 2110 - SEWER OPERATIONS | | 1,020,654.18 | 1,004,521.71 | 108,490.26 | 1,079,684.00 | 1,084,684.00 | 5,000.00 | 0.46% |
| 2120 - WASTE WATER TREATMENT PLANT OPERATIONS | | 2,133,290.12 | 2,222,609.23 | 110,833.78 | 2,232,909.00 | 1,644,407.00 | -588,502.00 | -26.36% |
| Total Expense: | | 3,153,944.30 | 3,227,130.94 | 219,324.04 | 3,312,593.00 | 2,729,091.00 | -583,502.00 | -17.61% |
| Total Fund: 210 - SEWER: | | 34,330.16 | -323,122.68 | 511,708.40 | -370,201.00 | 213,301.00 | 583,502.00 | -157.62% |

Budget Comparison Report

| Department... | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | Increase / (Decrease) |
|--|-----------------------------|-----------------------------|--|-------------------------------|--------------------|--------------------------|
| Fund: 215 - SEWER FIXED ASSET REPLACEMENT | | | | | | |
| Revenue | | | | | | |
| 7000 - CAPITAL PROJECTS | 297,141.27 | 301,360.43 | 692.82 | 289,850.00 | 289,850.00 | 0.00 |
| Total Revenue: | 297,141.27 | 301,360.43 | 692.82 | 289,850.00 | 289,850.00 | 0.00 |
| Expense | | | | | | |
| 7000 - CAPITAL PROJECTS | 1,039,727.00 | 37,586.75 | 10,533.75 | 40,000.00 | 40,000.00 | 0.00 |
| Total Expense: | 1,039,727.00 | 37,586.75 | 10,533.75 | 40,000.00 | 40,000.00 | 0.00 |
| Total Fund: 215 - SEWER FIXED ASSET REPLACEMENT: | -742,585.73 | 263,773.68 | -9,840.93 | 249,850.00 | 249,850.00 | 0.00 |
| Fund: 220 - SEWER DEV IMPACT FEE | | | | | | |
| Revenue | | | | | | |
| 7000 - CAPITAL PROJECTS | 30,486.17 | 290,694.83 | 27,780.63 | 243,599.00 | 243,599.00 | 0.00 |
| Total Revenue: | 30,486.17 | 290,694.83 | 27,780.63 | 243,599.00 | 243,599.00 | 0.00 |
| Expense | | | | | | |
| 7000 - CAPITAL PROJECTS | 1,178.07 | 867.15 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Expense: | 1,178.07 | 867.15 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fund: 220 - SEWER DEV IMPACT FEE: | 29,308.10 | 289,827.68 | 27,780.63 | 243,599.00 | 243,599.00 | 0.00 |
| Fund: 225 - WWTP EXPANSION | | | | | | |
| Revenue | | | | | | |
| 2110 - SEWER OPERATIONS | 1,794,974.20 | 1,797,766.45 | 5,622.34 | 1,741,870.00 | 1,074,868.00 | -667,002.00 |
| Total Revenue: | 1,794,974.20 | 1,797,766.45 | 5,622.34 | 1,741,870.00 | 1,074,868.00 | -667,002.00 |
| Expense | | | | | | |
| 2110 - SEWER OPERATIONS | 267,889.20 | 239,346.22 | 56,468.41 | 244,857.00 | 244,857.00 | 0.00 |
| Total Expense: | 267,889.20 | 239,346.22 | 56,468.41 | 244,857.00 | 244,857.00 | 0.00 |
| Total Fund: 225 - WWTP EXPANSION: | 1,527,085.00 | 1,558,420.23 | -50,846.07 | 1,497,013.00 | 830,011.00 | -667,002.00 |
| Fund: 240 - WATER | | | | | | |
| Revenue | | | | | | |
| 2410 - WATER OPERATIONS | 2,690,830.61 | 2,076,072.13 | 649,829.09 | 2,176,398.00 | 2,176,398.00 | 0.00 |
| Total Revenue: | 2,690,830.61 | 2,076,072.13 | 649,829.09 | 2,176,398.00 | 2,176,398.00 | 0.00 |
| Expense | | | | | | |
| 2410 - WATER OPERATIONS | 1,351,016.36 | 1,127,380.83 | 202,545.45 | 1,440,359.00 | 1,461,359.00 | 21,000.00 |
| Total Expense: | 1,351,016.36 | 1,127,380.83 | 202,545.45 | 1,440,359.00 | 1,461,359.00 | 21,000.00 |
| Total Fund: 240 - WATER: | 1,339,814.25 | 948,691.30 | 447,283.64 | 736,039.00 | 715,039.00 | -21,000.00 |

Budget Comparison Report

| Department... | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget % |
|--|-----------------------------|-----------------------------|--|-------------------------------|--------------------|---------------------------------------|
| | | | | Parent Budget | 2020-2021 FINAL | |
| Fund: 245 - WATER TCP123 | | | | 2020-2021 PRELIMINARY 20.. | | |
| Expense | | | | | | |
| 2420 - WATER - TCP123 | 0.00 | 109.17 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Expense: | 0.00 | 109.17 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Fund: 245 - WATER TCP123: | 0.00 | 109.17 | 0.00 | 0.00 | 0.00 | 0.00% |
| Fund: 250 - WATER DEV IMPACT FEE | | | | | | |
| Revenue | | | | | | |
| 7000 - CAPITAL PROJECTS | 10,290.04 | 111,852.08 | 7,606.00 | 92,837.00 | 92,837.00 | 0.00% |
| Total Revenue: | 10,290.04 | 111,852.08 | 7,606.00 | 92,837.00 | 92,837.00 | 0.00% |
| Expense | | | | | | |
| 7000 - CAPITAL PROJECTS | 1,178.13 | 868.59 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Expense: | 1,178.13 | 868.59 | 0.00 | 0.00 | 0.00 | 0.00% |
| Total Fund: 250 - WATER DEV IMPACT FEE: | 9,111.91 | 110,983.49 | 7,606.00 | 92,837.00 | 92,837.00 | 0.00% |
| Fund: 255 - WATER FIXED ASSET REPLACEMENT | | | | | | |
| Revenue | | | | | | |
| 7000 - CAPITAL PROJECTS | 215,368.12 | 798,650.72 | 0.00 | 6,010,482.00 | 6,010,482.00 | 0.00% |
| Total Revenue: | 215,368.12 | 798,650.72 | 0.00 | 6,010,482.00 | 6,010,482.00 | 0.00% |
| Expense | | | | | | |
| 7000 - CAPITAL PROJECTS | 771,050.75 | 2,381,914.43 | 5,174.54 | 5,824,000.00 | 5,824,000.00 | 0.00% |
| Total Expense: | 771,050.75 | 2,381,914.43 | 5,174.54 | 5,824,000.00 | 5,824,000.00 | 0.00% |
| Total Fund: 255 - WATER FIXED ASSET REPLACEMENT: | -555,682.63 | -1,583,263.71 | -5,174.54 | 186,482.00 | 186,482.00 | 0.00% |
| Fund: 270 - COMMUNITY/SENIOR CENTER | | | | | | |
| Revenue | | | | | | |
| 2710 - COMMUNITY/SENIOR CENTER | 30,193.82 | 20,310.00 | -600.00 | 27,150.00 | 27,150.00 | 0.00% |
| Total Revenue: | 30,193.82 | 20,310.00 | -600.00 | 27,150.00 | 27,150.00 | 0.00% |
| Expense | | | | | | |
| 2710 - COMMUNITY/SENIOR CENTER | 52,832.18 | 16,962.95 | 1,856.24 | 21,220.00 | 21,220.00 | 0.00% |
| Total Expense: | 52,832.18 | 16,962.95 | 1,856.24 | 21,220.00 | 21,220.00 | 0.00% |
| Total Fund: 270 - COMMUNITY/SENIOR CENTER: | -22,638.36 | 3,347.05 | -2,456.24 | 5,930.00 | 5,930.00 | 0.00% |
| Fund: 280 - USF COMMUNITY CENTER | | | | | | |
| Revenue | | | | | | |
| 2810 - USF COMMUNITY CENTER | 16,215.50 | 14,772.00 | 2,397.00 | 10,875.00 | 10,875.00 | 0.00% |
| Total Revenue: | 16,215.50 | 14,772.00 | 2,397.00 | 10,875.00 | 10,875.00 | 0.00% |
| Expense | | | | | | |
| 2810 - USF COMMUNITY CENTER | 16,374.81 | 16,318.47 | 1,255.74 | 16,820.00 | 16,820.00 | 0.00% |

Budget Comparison Report

| Department... | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Comparison 1 Budget | | Comparison 1 to Parent Budget % |
|---|-----------------------------|-----------------------------|--|-------------------------------|--------------------|--------------------------|-------|---------------------------------------|
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | Increase / (Decrease) | | |
| | | | | | | | | |
| Total Expense: | | | | | | | | |
| Total Fund: 280 - USF COMMUNITY CENTER: | | | | | | | | |
| Revenue | 16,374.81 | 16,318.47 | 1,255.74 | 16,820.00 | 16,820.00 | 0.00 | 0.00% | |
| 3110 - GARBAGE | -159.31 | -1,546.47 | 1,141.26 | -5,945.00 | -5,945.00 | 0.00 | 0.00% | |
| Total Revenue: | | | | | | | | |
| Revenue | 531,889.19 | 551,757.85 | 140,850.74 | 564,775.00 | 564,775.00 | 0.00 | 0.00% | |
| 3110 - GARBAGE | 531,889.19 | 551,757.85 | 140,850.74 | 564,775.00 | 564,775.00 | 0.00 | 0.00% | |
| Total Expense: | | | | | | | | |
| Revenue | 538,769.50 | 539,105.34 | 85,464.18 | 564,775.00 | 564,775.00 | 0.00 | 0.00% | |
| 3110 - GARBAGE | 538,769.50 | 539,105.34 | 85,464.18 | 564,775.00 | 564,775.00 | 0.00 | 0.00% | |
| Total Fund: 310 - GARBAGE: | | | | | | | | |
| Revenue | -6,880.31 | 12,652.51 | 55,386.56 | 0.00 | 0.00 | 0.00 | 0.00% | |
| Total Fund: 320 - GAS TAX 2103: | | | | | | | | |
| Revenue | 35,044.42 | 64,780.24 | 10,841.93 | 67,837.00 | 67,837.00 | 0.00 | 0.00% | |
| 8000 - STREET PROJECTS | 35,044.42 | 64,780.24 | 10,841.93 | 67,837.00 | 67,837.00 | 0.00 | 0.00% | |
| Total Expense: | | | | | | | | |
| Revenue | 18,850.92 | 75,149.55 | 0.00 | 40,600.00 | 40,600.00 | 0.00 | 0.00% | |
| 8000 - STREET PROJECTS | 18,850.92 | 75,149.55 | 0.00 | 40,600.00 | 40,600.00 | 0.00 | 0.00% | |
| Total Fund: 320 - GAS TAX 2103: | | | | | | | | |
| Revenue | 16,193.50 | -10,369.31 | 10,841.93 | 27,237.00 | 27,237.00 | 0.00 | 0.00% | |
| 8000 - STREET PROJECTS | 16,193.50 | -10,369.31 | 10,841.93 | 27,237.00 | 27,237.00 | 0.00 | 0.00% | |
| Total Revenue: | | | | | | | | |
| Revenue | 42,495.94 | 40,918.00 | 6,036.93 | 42,495.00 | 42,495.00 | 0.00 | 0.00% | |
| 8000 - STREET PROJECTS | 42,495.94 | 40,918.00 | 6,036.93 | 42,495.00 | 42,495.00 | 0.00 | 0.00% | |
| Total Expense: | | | | | | | | |
| Revenue | 27,781.24 | 20,925.68 | 0.00 | 33,000.00 | 33,000.00 | 0.00 | 0.00% | |
| 8000 - STREET PROJECTS | 27,781.24 | 20,925.68 | 0.00 | 33,000.00 | 33,000.00 | 0.00 | 0.00% | |
| Total Fund: 321 - GAS TAX 2105: | | | | | | | | |
| Revenue | 14,714.70 | 19,992.32 | 6,036.93 | 9,495.00 | 9,495.00 | 0.00 | 0.00% | |
| 8000 - STREET PROJECTS | 14,714.70 | 19,992.32 | 6,036.93 | 9,495.00 | 9,495.00 | 0.00 | 0.00% | |
| Total Revenue: | | | | | | | | |
| Revenue | 30,410.80 | 27,971.19 | 4,328.41 | 29,858.00 | 29,858.00 | 0.00 | 0.00% | |
| 8000 - STREET PROJECTS | 30,410.80 | 27,971.19 | 4,328.41 | 29,858.00 | 29,858.00 | 0.00 | 0.00% | |
| Total Expense: | | | | | | | | |
| Revenue | 25,000.00 | 23,542.33 | 7,287.72 | 45,000.00 | 45,000.00 | 0.00 | 0.00% | |
| 8000 - STREET PROJECTS | 25,000.00 | 23,542.33 | 7,287.72 | 45,000.00 | 45,000.00 | 0.00 | 0.00% | |
| Total Fund: 322 - GAS TAX 2106: | | | | | | | | |
| Revenue | 5,410.80 | 4,428.86 | -2,959.31 | -15,142.00 | -15,142.00 | 0.00 | 0.00% | |
| 8000 - STREET PROJECTS | 5,410.80 | 4,428.86 | -2,959.31 | -15,142.00 | -15,142.00 | 0.00 | 0.00% | |

Budget Comparison Report

| Department... | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget Increase / (Decrease) | % |
|---|-----------------------------|-----------------------------|--|------------------------|--|--|---------------|
| | | | | Parent Budget | 2020-2021 PRELIMINARY 20.. FINAL | | |
| Fund: 323 - GAS TAX 2107 | | | | | | | |
| Revenue | | | | | | | |
| 8000 - STREET PROJECTS | 53,392.43 | 51,638.25 | 8,328.44 | 51,121.00 | 51,121.00 | 0.00 | 0.00% |
| Total Revenue: | 53,392.43 | 51,638.25 | 8,328.44 | 51,121.00 | 51,121.00 | 0.00 | 0.00% |
| Expense | | | | | | | |
| 8000 - STREET PROJECTS | 44,841.25 | 41,430.69 | 3,697.68 | 48,000.00 | 48,000.00 | 0.00 | 0.00% |
| Total Expense: | 44,841.25 | 41,430.69 | 3,697.68 | 48,000.00 | 48,000.00 | 0.00 | 0.00% |
| Total Fund: 323 - GAS TAX 2107: | 8,551.18 | 10,207.56 | 4,630.76 | 3,121.00 | 3,121.00 | 0.00 | 0.00% |
| Fund: 324 - GAS TAX 2107.5 | | | | | | | |
| Revenue | | | | | | | |
| 8000 - STREET PROJECTS | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 0.00 | 0.00% |
| Total Revenue: | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 0.00 | 0.00% |
| Expense | | | | | | | |
| 8000 - STREET PROJECTS | 1,000.00 | 1,000.00 | 0.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00% |
| Total Expense: | 1,000.00 | 1,000.00 | 0.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00% |
| Total Fund: 324 - GAS TAX 2107.5: | 1,000.00 | 1,000.00 | 2,000.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00% |
| Fund: 325 - MEASURE L SALES TAX - ROADS | | | | | | | |
| Revenue | | | | | | | |
| 8000 - STREET PROJECTS | 366,711.42 | 367,908.99 | 38,497.69 | 260,821.00 | 305,798.00 | 44,977.00 | 17.24% |
| Total Revenue: | 366,711.42 | 367,908.99 | 38,497.69 | 260,821.00 | 305,798.00 | 44,977.00 | 17.24% |
| Expense | | | | | | | |
| 8000 - STREET PROJECTS | 481,090.43 | 209,812.50 | 2,943.40 | 7,560.00 | 7,560.00 | 0.00 | 0.00% |
| Total Expense: | 481,090.43 | 209,812.50 | 2,943.40 | 7,560.00 | 7,560.00 | 0.00 | 0.00% |
| Total Fund: 325 - MEASURE L SALES TAX - ROADS: | -114,379.01 | 158,096.49 | 35,554.29 | 253,261.00 | 298,238.00 | 44,977.00 | 17.76% |
| Fund: 326 - SB 1-ROADS MAINTENANCE REHABILITATION | | | | | | | |
| Revenue | | | | | | | |
| 8000 - STREET PROJECTS | 121,411.12 | 130,952.95 | 21,203.68 | 127,173.00 | 127,173.00 | 0.00 | 0.00% |
| Total Revenue: | 121,411.12 | 130,952.95 | 21,203.68 | 127,173.00 | 127,173.00 | 0.00 | 0.00% |
| Expense | | | | | | | |
| 8000 - STREET PROJECTS | 0.00 | 111,631.75 | 0.00 | 116,916.00 | 116,916.00 | 0.00 | 0.00% |
| Total Expense: | 0.00 | 111,631.75 | 0.00 | 116,916.00 | 116,916.00 | 0.00 | 0.00% |
| Total Fund: 326 - SB 1-ROADS MAINTENANCE REHABILITATION: | 121,411.12 | 19,321.20 | 21,203.68 | 10,257.00 | 10,257.00 | 0.00 | 0.00% |
| Fund: 370 - COMMUNITY ENHANCEMENT DEV IMPACT FEE | | | | | | | |
| Revenue | | | | | | | |
| 7000 - CAPITAL PROJECTS | 2,498.84 | 26,730.51 | 2,038.44 | 22,176.00 | 22,176.00 | 0.00 | 0.00% |

Budget Comparison Report

| Department... | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Comparison 1 Budget | | Comparison 1 to Parent Budget | |
|--|-----------------------------|-----------------------------|--|--------------------------------|--------------------|--------------------------|------------------|----------------------------------|----------------|
| | | | | 2020-2021 PRELIMINARY 20... | 2020-2021 FINAL | Increase / (Decrease) | | % | |
| Expense | | | | | | | | | |
| 7000 - CAPITAL PROJECTS | | | | | | | | | |
| | 1,178.13 | 267.72 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00% |
| Total Expense: | 1,178.13 | 267.72 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00% |
| Total Fund: 370 - COMMUNITY ENHANCEMENT DEV IMPACT FEE: | 1,320.71 | 26,462.79 | 2,038.44 | 22,176.00 | 22,176.00 | 0.00 | 0.00 | 0.00% | 0.00% |
| Fund: 371 - TRENCH CUT FUND | | | | | | | | | |
| Revenue | | | | | | | | | |
| 8000 - STREET PROJECTS | 0.00 | 2,576.90 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00% |
| Total Revenue: | 0.00 | 2,576.90 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00% |
| Expense | | | | | | | | | |
| 8000 - STREET PROJECTS | 0.00 | 77,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00% |
| Total Expense: | 0.00 | 77,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00% |
| Total Fund: 371 - TRENCH CUT FUND: | 0.00 | -74,423.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00% |
| Fund: 372 - IT RESERVE | | | | | | | | | |
| Revenue | | | | | | | | | |
| 3720 - INFORMATION TECHNOLOGY | 15,374.14 | 10,094.60 | 0.00 | 10,000.00 | 15,000.00 | 5,000.00 | 5,000.00 | 50.00% | 50.00% |
| Total Revenue: | 15,374.14 | 10,094.60 | 0.00 | 10,000.00 | 15,000.00 | 5,000.00 | 5,000.00 | 50.00% | 50.00% |
| Expense | | | | | | | | | |
| 3720 - INFORMATION TECHNOLOGY | 7,498.19 | 23,800.79 | 0.00 | 10,000.00 | 10,000.00 | 0.00 | 0.00 | 0.00% | 0.00% |
| Total Expense: | 7,498.19 | 23,800.79 | 0.00 | 10,000.00 | 10,000.00 | 0.00 | 0.00 | 0.00% | 0.00% |
| Total Fund: 372 - IT RESERVE: | 7,875.95 | -13,706.19 | 0.00 | 0.00 | 5,000.00 | 5,000.00 | 5,000.00 | 0.00% | 0.00% |
| Fund: 374 - DIABILITY ACCESS AND EDUCATION | | | | | | | | | |
| Revenue | | | | | | | | | |
| 3740 - DISABILITY ACCESS AND EDUCATION | 1,145.70 | 259.92 | 126.54 | 1,050.00 | 1,050.00 | 0.00 | 0.00 | 0.00% | 0.00% |
| Total Revenue: | 1,145.70 | 259.92 | 126.54 | 1,050.00 | 1,050.00 | 0.00 | 0.00 | 0.00% | 0.00% |
| Total Fund: 374 - DIABILITY ACCESS AND EDUCATION: | 1,145.70 | 259.92 | 126.54 | 1,050.00 | 1,050.00 | 0.00 | 0.00 | 0.00% | 0.00% |
| Fund: 383 - VEHICLE ABATEMENT | | | | | | | | | |
| Revenue | | | | | | | | | |
| 3830 - VEHICLE ABATEMENT | 9,683.92 | 22,349.67 | 0.00 | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 0.00% | 0.00% |
| Total Revenue: | 9,683.92 | 22,349.67 | 0.00 | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 0.00% | 0.00% |
| Expense | | | | | | | | | |
| 3830 - VEHICLE ABATEMENT | 9,000.00 | 10,000.00 | 0.00 | 10,000.00 | 14,400.00 | 4,400.00 | 4,400.00 | 44.00% | 44.00% |
| Total Expense: | 9,000.00 | 10,000.00 | 0.00 | 10,000.00 | 14,400.00 | 4,400.00 | 4,400.00 | 44.00% | 44.00% |
| Total Fund: 383 - VEHICLE ABATEMENT: | 683.92 | 12,349.67 | 0.00 | 5,000.00 | 600.00 | -4,400.00 | -4,400.00 | -88.00% | -88.00% |

Budget Comparison Report

| Department... | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | 2020-2021 PRELIMINARY 20... | 2020-2021 FINAL | Increase / (Decrease) |
|---|-----------------------------|-----------------------------|--|--------------------------------|--------------------|--------------------------|
| Fund: 384 - SUPPLEMENTAL LAW ENFORCEMENT SERVICE FUND | | | | | | |
| Revenue | | | | | | |
| 3840 - SUPPLEMENTAL LAW ENFORCEMENT | 149,590.60 | 188,669.72 | 41.27 | 150,200.00 | 150,200.00 | 0.00 |
| Total Revenue: | 149,590.60 | 188,669.72 | 41.27 | 150,200.00 | 150,200.00 | 0.00 |
| Expense | | | | | | |
| 3840 - SUPPLEMENTAL LAW ENFORCEMENT | 60,084.40 | 126,323.95 | 6,165.91 | 191,510.00 | 191,510.00 | 0.00 |
| Total Expense: | 60,084.40 | 126,323.95 | 6,165.91 | 191,510.00 | 191,510.00 | 0.00 |
| Total Fund: 384 - SUPPLEMENTAL LAW ENFORCEMENT SERVICE F... | 89,506.20 | 62,345.77 | -6,124.64 | -41,310.00 | -41,310.00 | 0.00 |
| Fund: 392 - 94-STBG-799 HOUSING REHAB | | | | | | |
| Revenue | | | | | | |
| 3900 - HOUSING | 2,841.09 | 2,600.91 | 199.51 | 200.00 | 200.00 | 0.00 |
| Total Revenue: | 2,841.09 | 2,600.91 | 199.51 | 200.00 | 200.00 | 0.00 |
| Total Fund: 392 - 94-STBG-799 HOUSING REHAB: | 2,841.09 | 2,600.91 | 199.51 | 200.00 | 200.00 | 0.00 |
| Fund: 394 - 96-STBG-1013 REHAB | | | | | | |
| Revenue | | | | | | |
| 3900 - HOUSING | 808.72 | 774.60 | 31.11 | 100.00 | 100.00 | 0.00 |
| Total Revenue: | 808.72 | 774.60 | 31.11 | 100.00 | 100.00 | 0.00 |
| Expense | | | | | | |
| 3900 - HOUSING | 15.00 | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Expense: | 15.00 | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fund: 394 - 96-STBG-1013 REHAB: | 793.72 | 759.60 | 31.11 | 100.00 | 100.00 | 0.00 |
| Fund: 410 - LOCAL TRANSPORTATION | | | | | | |
| Expense | | | | | | |
| 8000 - STREET PROJECTS | 16,123.97 | 20,000.00 | 0.00 | 20,000.00 | 20,000.00 | 0.00 |
| Total Expense: | 16,123.97 | 20,000.00 | 0.00 | 20,000.00 | 20,000.00 | 0.00 |
| Total Fund: 410 - LOCAL TRANSPORTATION: | 16,123.97 | 20,000.00 | 0.00 | 20,000.00 | 20,000.00 | 0.00 |
| Fund: 415 - LOCAL TRANSPORTATION NON MOTORIZED | | | | | | |
| Revenue | | | | | | |
| 8000 - STREET PROJECTS | 12,062.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Revenue: | 12,062.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Expense | | | | | | |
| 8000 - STREET PROJECTS | 5,925.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Expense: | 5,925.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fund: 415 - LOCAL TRANSPORTATION NON MOTORIZED: | 6,137.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Budget Comparison Report

| Department... | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | Increase / (Decrease) |
|--|-----------------------------|-----------------------------|--|-------------------------------|--------------------|--------------------------|
| Fund: 420 - TRANSPORTATION STREET PROJECTS | | | | | | |
| Revenue | | | | | | |
| 8000 - STREET PROJECTS | 40,000.00 | 0.00 | 0.00 | 564,680.00 | 564,680.00 | 0.00 0.00% |
| Total Revenue: | 40,000.00 | 0.00 | 0.00 | 564,680.00 | 564,680.00 | 0.00 0.00% |
| Expense | | | | | | |
| 8000 - STREET PROJECTS | 11,861.02 | 12,616.14 | 0.00 | 564,680.00 | 564,680.00 | 0.00 0.00% |
| Total Expense: | 11,861.02 | 12,616.14 | 0.00 | 564,680.00 | 564,680.00 | 0.00 0.00% |
| Total Fund: 420 - TRANSPORTATION STREET PROJECTS: | 28,138.98 | -12,616.14 | 0.00 | 0.00 | 0.00 | 0.00 0.00% |
| Fund: 425 - PUBLIC WORKS STREET PROJECTS - CDBG | | | | | | |
| Revenue | | | | | | |
| 8000 - STREET PROJECTS | 345,335.19 | 2,217.50 | 0.00 | 435,362.00 | 435,362.00 | 0.00 0.00% |
| Total Revenue: | 345,335.19 | 2,217.50 | 0.00 | 435,362.00 | 435,362.00 | 0.00 0.00% |
| Expense | | | | | | |
| 8000 - STREET PROJECTS | 342,944.62 | 15,683.68 | 3,047.00 | 435,362.00 | 435,362.00 | 0.00 0.00% |
| Total Expense: | 342,944.62 | 15,683.68 | 3,047.00 | 435,362.00 | 435,362.00 | 0.00 0.00% |
| Total Fund: 425 - PUBLIC WORKS STREET PROJECTS - CDBG: | 2,390.57 | -13,466.18 | -3,047.00 | 0.00 | 0.00 | 0.00 0.00% |
| Fund: 450 - STORM DRAIN DEV IMPACT FEE | | | | | | |
| Revenue | | | | | | |
| 7000 - CAPITAL PROJECTS | 9,891.65 | 80,241.80 | 5,706.44 | 67,476.00 | 67,476.00 | 0.00 0.00% |
| Total Revenue: | 9,891.65 | 80,241.80 | 5,706.44 | 67,476.00 | 67,476.00 | 0.00 0.00% |
| Expense | | | | | | |
| 7000 - CAPITAL PROJECTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 0.00% |
| Total Expense: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 0.00% |
| Total Fund: 450 - STORM DRAIN DEV IMPACT FEE: | 9,891.65 | 80,241.80 | 5,706.44 | 67,476.00 | 67,476.00 | 0.00 0.00% |
| Fund: 451 - PUBLIC FACILITY DEV IMPACT FEE | | | | | | |
| Revenue | | | | | | |
| 7000 - CAPITAL PROJECTS | 18,565.14 | 99,295.43 | 6,304.45 | 83,130.00 | 83,130.00 | 0.00 0.00% |
| Total Revenue: | 18,565.14 | 99,295.43 | 6,304.45 | 83,130.00 | 83,130.00 | 0.00 0.00% |
| Expense | | | | | | |
| 7000 - CAPITAL PROJECTS | 4,796.89 | 2,086.98 | 0.00 | 72,394.00 | 72,394.00 | 0.00 0.00% |
| Total Expense: | 4,796.89 | 2,086.98 | 0.00 | 72,394.00 | 72,394.00 | 0.00 0.00% |
| Total Fund: 451 - PUBLIC FACILITY DEV IMPACT FEE: | 13,768.25 | 97,208.45 | 6,304.45 | 10,736.00 | 10,736.00 | 0.00 0.00% |

Budget Comparison Report

| Department... | | 2018-2019 | 2019-2020 | 2020-2021 | 2020-2021 | 2020-2021 | Increase / |
|---|--|----------------|----------------|--------------|------------------|------------|------------|
| | | Total Activity | Total Activity | YTD Activity | PRELIMINARY 20.. | FINAL | (Decrease) |
| | | | | Through Sep | | | |
| Fund: 452 - PUBLIC FACILITY STREETS DEV IMPACT FEE | | | | | | | |
| Revenue | | | | | | | |
| 8000 - STREET PROJECTS | | 18,938.13 | 128,098.26 | 8,202.00 | 111,694.00 | 111,694.00 | 0.00 |
| Total Revenue: | | 18,938.13 | 128,098.26 | 8,202.00 | 111,694.00 | 111,694.00 | 0.00 |
| Expense | | | | | | | |
| 8000 - STREET PROJECTS | | 1,178.13 | 867.14 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Expense: | | 1,178.13 | 867.14 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fund: 452 - PUBLIC FACILITY STREETS DEV IMPACT FEE: | | 17,760.00 | 127,231.12 | 8,202.00 | 111,694.00 | 111,694.00 | 0.00 |
| Fund: 453 - PARK DEV IMPACT FEE | | | | | | | |
| Revenue | | | | | | | |
| 7000 - CAPITAL PROJECTS | | 7,109.69 | 71,201.58 | 5,412.10 | 59,174.00 | 59,174.00 | 0.00 |
| Total Revenue: | | 7,109.69 | 71,201.58 | 5,412.10 | 59,174.00 | 59,174.00 | 0.00 |
| Expense | | | | | | | |
| 7000 - CAPITAL PROJECTS | | 1,178.13 | 5,767.14 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Expense: | | 1,178.13 | 5,767.14 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fund: 453 - PARK DEV IMPACT FEE: | | 5,931.56 | 65,434.44 | 5,412.10 | 59,174.00 | 59,174.00 | 0.00 |
| Fund: 454 - PARKLAND IN LIEU | | | | | | | |
| Revenue | | | | | | | |
| 7000 - CAPITAL PROJECTS | | 5,650.68 | 53,215.28 | 4,043.07 | 43,802.00 | 43,802.00 | 0.00 |
| Total Revenue: | | 5,650.68 | 53,215.28 | 4,043.07 | 43,802.00 | 43,802.00 | 0.00 |
| Expense | | | | | | | |
| 7000 - CAPITAL PROJECTS | | 301,006.33 | 867.14 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Expense: | | 301,006.33 | 867.14 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fund: 454 - PARKLAND IN LIEU: | | -295,355.65 | 52,348.14 | 4,043.07 | 43,802.00 | 43,802.00 | 0.00 |
| Fund: 520 - RDA SUCCESSOR AGENCY | | | | | | | |
| Revenue | | | | | | | |
| 5210 - RDA SUCCESSOR AGENCY | | 317,658.67 | 352,355.30 | 200.97 | 287,900.00 | 287,900.00 | 0.00 |
| Total Revenue: | | 317,658.67 | 352,355.30 | 200.97 | 287,900.00 | 287,900.00 | 0.00 |
| Expense | | | | | | | |
| 5210 - RDA SUCCESSOR AGENCY | | 220,492.71 | 286,289.00 | 148,495.94 | 291,500.00 | 291,500.00 | 0.00 |
| Total Expense: | | 220,492.71 | 286,289.00 | 148,495.94 | 291,500.00 | 291,500.00 | 0.00 |
| Total Fund: 520 - RDA SUCCESSOR AGENCY: | | 97,165.96 | 66,066.30 | -148,294.97 | -3,600.00 | -3,600.00 | 0.00 |

Budget Comparison Report

| Department... | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Comparison 1 Budget | | Comparison 1 to Parent Budget % |
|---|-----------------------------|--|--|--------------------|---------------------------------------|
| | | | Parent Budget 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | |
| Fund: 530 - BRITTANY WOODS- LLD | | | | | |
| Revenue | | | | | |
| 3405 - BRITTANY WOODS | 0.00 | 18,837.35 | 8,018.00 | 8,060.00 | 42.00 0.52% |
| Total Revenue: | 0.00 | 18,837.35 | 8,018.00 | 8,060.00 | 42.00 0.52% |
| Expense | | | | | |
| 3405 - BRITTANY WOODS | 0.00 | 8,126.04 | 12,424.00 | 12,404.00 | -20.00 -0.16% |
| Total Expense: | 0.00 | 8,126.04 | 12,424.00 | 12,404.00 | -20.00 -0.16% |
| Total Fund: 530 - BRITTANY WOODS- LLD: | 0.00 | 10,711.31 | -4,406.00 | -4,344.00 | 62.00 -1.41% |
| Fund: 531 - CENTRAL HUGHSON 2- LLD | | | | | |
| Revenue | | | | | |
| 3410 - CENTRAL HUGHSON 2 | 0.00 | 55,075.76 | 14,576.00 | 14,614.00 | 38.00 0.26% |
| Total Revenue: | 0.00 | 55,075.76 | 14,576.00 | 14,614.00 | 38.00 0.26% |
| Expense | | | | | |
| 3410 - CENTRAL HUGHSON 2 | 0.00 | 5,525.92 | 10,967.00 | 10,786.00 | -181.00 -1.65% |
| Total Expense: | 0.00 | 5,525.92 | 10,967.00 | 10,786.00 | -181.00 -1.65% |
| Total Fund: 531 - CENTRAL HUGHSON 2- LLD: | 0.00 | 49,549.84 | -1,111.53 | 3,828.00 | 219.00 6.07% |
| Fund: 532 - FEATHERS GLEN LLD | | | | | |
| Revenue | | | | | |
| 3415 - FEATHERS GLEN | 0.00 | 42,531.99 | 18,670.00 | 19,830.00 | 1,160.00 6.21% |
| Total Revenue: | 0.00 | 42,531.99 | 18,670.00 | 19,830.00 | 1,160.00 6.21% |
| Expense | | | | | |
| 3415 - FEATHERS GLEN | 0.00 | 13,607.60 | 23,937.00 | 24,541.00 | 604.00 2.52% |
| Total Expense: | 0.00 | 13,607.60 | 23,937.00 | 24,541.00 | 604.00 2.52% |
| Total Fund: 532 - FEATHERS GLEN LLD: | 0.00 | 28,924.39 | -5,267.00 | -4,711.00 | 556.00 -10.56% |
| Fund: 533 - FONTANA RANCH NORTH- LLD | | | | | |
| Revenue | | | | | |
| 3420 - FONTANA RANCH NORTH | 0.00 | 50,650.57 | 22,703.00 | 22,750.00 | 47.00 0.21% |
| Total Revenue: | 0.00 | 50,650.57 | 22,703.00 | 22,750.00 | 47.00 0.21% |
| Expense | | | | | |
| 3420 - FONTANA RANCH NORTH | 0.00 | 11,880.86 | 17,789.00 | 18,065.00 | 276.00 1.55% |
| Total Expense: | 0.00 | 11,880.86 | 17,789.00 | 18,065.00 | 276.00 1.55% |
| Total Fund: 533 - FONTANA RANCH NORTH- LLD: | 0.00 | 38,769.71 | -4,565.03 | 4,685.00 | -229.00 -4.66% |

Budget Comparison Report

| Department... | | 2019-2020 | 2020-2021 | Parent Budget | Comparison 1 | Comparison 1 | |
|---|--|----------------|--------------------------|----------------------------|--------------|-----------------------|------------------|
| | | Total Activity | YTD Activity Through Sep | 2020-2021 PRELIMINARY 20.. | Budget | to Parent Budget | % |
| | | | | | FINAL | Increase / (Decrease) | |
| Fund: 534 - FONTANA RANCH SOUTH- LLD | | | | | | | |
| Revenue | | | | | | | |
| 3425 - FONTANA RANCH SOUTH | | 0.00 | -22,438.86 | 0.00 | 14,492.00 | 15,403.00 | 911.00 6.29% |
| Total Revenue: | | 0.00 | -22,438.86 | 0.00 | 14,492.00 | 15,403.00 | 911.00 6.29% |
| Expense | | | | | | | |
| 3425 - FONTANA RANCH SOUTH | | 0.00 | 10,242.50 | 3,369.92 | 13,322.00 | 12,457.00 | -865.00 -6.49% |
| Total Expense: | | 0.00 | 10,242.50 | 3,369.92 | 13,322.00 | 12,457.00 | -865.00 -6.49% |
| Total Fund: 534 - FONTANA RANCH SOUTH- LLD: | | 0.00 | -32,681.36 | -3,369.92 | 1,170.00 | 2,946.00 | 1,776.00 151.79% |
| Fund: 535 - RHAPSODY 1 - LLD | | | | | | | |
| Revenue | | | | | | | |
| 3430 - RHAPSODY 1 | | 0.00 | 16,295.95 | 0.00 | 6,749.00 | 6,794.00 | 45.00 0.67% |
| Total Revenue: | | 0.00 | 16,295.95 | 0.00 | 6,749.00 | 6,794.00 | 45.00 0.67% |
| Expense | | | | | | | |
| 3430 - RHAPSODY 1 | | 0.00 | 5,940.60 | 1,479.42 | 8,889.00 | 8,361.00 | -528.00 -5.94% |
| Total Expense: | | 0.00 | 5,940.60 | 1,479.42 | 8,889.00 | 8,361.00 | -528.00 -5.94% |
| Total Fund: 535 - RHAPSODY 1 - LLD: | | 0.00 | 10,355.35 | -1,479.42 | -2,140.00 | -1,567.00 | 573.00 -26.78% |
| Fund: 536 - RHAPSODY 2- LLD | | | | | | | |
| Revenue | | | | | | | |
| 3435 - RHAPSODY 2 | | 0.00 | 25,058.51 | 0.00 | 13,830.00 | 13,871.00 | 41.00 0.30% |
| Total Revenue: | | 0.00 | 25,058.51 | 0.00 | 13,830.00 | 13,871.00 | 41.00 0.30% |
| Expense | | | | | | | |
| 3435 - RHAPSODY 2 | | 0.00 | 5,623.65 | 1,313.72 | 11,597.00 | 11,711.00 | 114.00 0.98% |
| Total Expense: | | 0.00 | 5,623.65 | 1,313.72 | 11,597.00 | 11,711.00 | 114.00 0.98% |
| Total Fund: 536 - RHAPSODY 2- LLD: | | 0.00 | 19,434.86 | -1,313.72 | 2,233.00 | 2,160.00 | -73.00 -3.27% |
| Fund: 537 - SANTA FE ESTATES 1 - LLD | | | | | | | |
| Revenue | | | | | | | |
| 3440 - SANTA FE ESTATES 1 | | 0.00 | -31,916.94 | 0.00 | 7,220.00 | 7,260.00 | 40.00 0.55% |
| Total Revenue: | | 0.00 | -31,916.94 | 0.00 | 7,220.00 | 7,260.00 | 40.00 0.55% |
| Expense | | | | | | | |
| 3440 - SANTA FE ESTATES 1 | | 0.00 | 12,535.41 | 3,988.32 | 21,019.00 | 21,020.00 | 1.00 0.00% |
| Total Expense: | | 0.00 | 12,535.41 | 3,988.32 | 21,019.00 | 21,020.00 | 1.00 0.00% |
| Total Fund: 537 - SANTA FE ESTATES 1 - LLD: | | 0.00 | -44,452.35 | -3,988.32 | -13,799.00 | -13,760.00 | 39.00 -0.28% |

Budget Comparison Report

| Department... | | 2019-2020 | 2020-2021 | Comparison 1 | Comparison 1 | % |
|---|--|----------------|--------------------------|----------------------------|-----------------|-----------------------|
| | | Total Activity | YTD Activity Through Sep | Parent Budget | Budget | |
| Fund: 538 - SANTA FE ESTATES 2 - LLD | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | Increase / (Decrease) |
| Revenue | | | | | | |
| 3445 - SANTA FE ESTATES 2 | | 0.00 | -13,241.41 | 0.00 | 6,610.00 | 6,650.00 |
| | | 0.00 | -13,241.41 | 0.00 | 6,610.00 | 6,650.00 |
| Expense | | | | | | |
| 3445 - SANTA FE ESTATES 2 | | 0.00 | 10,308.93 | 2,666.53 | 20,501.00 | 20,501.00 |
| | | 0.00 | 10,308.93 | 2,666.53 | 20,501.00 | 20,501.00 |
| | | 0.00 | -23,550.34 | -2,666.53 | -13,891.00 | -13,851.00 |
| Total Fund: 538 - SANTA FE ESTATES 2 - LLD: | | | | | 40.00 | -0.29% |
| Revenue | | | | | | |
| 3450 - STARN ESTATES | | 0.00 | 32,869.00 | 0.00 | 7,645.00 | 7,689.00 |
| | | 0.00 | 32,869.00 | 0.00 | 7,645.00 | 7,689.00 |
| Expense | | | | | | |
| 3450 - STARN ESTATES | | 0.00 | 5,631.25 | 1,149.93 | 8,349.00 | 7,790.00 |
| | | 0.00 | 5,631.25 | 1,149.93 | 8,349.00 | 7,790.00 |
| | | 0.00 | 27,237.75 | -1,149.93 | -704.00 | -101.00 |
| Total Fund: 539 - STARN ESTATES - LLD: | | | | | 603.00 | -85.65% |
| Revenue | | | | | | |
| Fund: 540 - STERLING GLEN 3 - LLD | | | | | | |
| 3455 - STERLING GLEN 3 | | 0.00 | 58,958.05 | 0.00 | 21,704.00 | 21,795.00 |
| | | 0.00 | 58,958.05 | 0.00 | 21,704.00 | 21,795.00 |
| Expense | | | | | | |
| 3455 - STERLING GLEN 3 | | 0.00 | 11,907.45 | 3,125.90 | 22,077.00 | 22,553.00 |
| | | 0.00 | 11,907.45 | 3,125.90 | 22,077.00 | 22,553.00 |
| | | 0.00 | 47,050.60 | -3,125.90 | -373.00 | -758.00 |
| Total Fund: 540 - STERLING GLEN 3 - LLD: | | | | | -385.00 | 103.22% |
| Revenue | | | | | | |
| Fund: 541 - SUNGLOW - LLD | | | | | | |
| 3460 - SUNGLOW | | 0.00 | 38,177.43 | 0.00 | 9,631.00 | 9,679.00 |
| | | 0.00 | 38,177.43 | 0.00 | 9,631.00 | 9,679.00 |
| Expense | | | | | | |
| 3460 - SUNGLOW | | 0.00 | 6,864.50 | 1,584.95 | 11,400.00 | 11,297.00 |
| | | 0.00 | 6,864.50 | 1,584.95 | 11,400.00 | 11,297.00 |
| | | 0.00 | 31,312.93 | -1,584.95 | -1,769.00 | -1,618.00 |
| Total Fund: 541 - SUNGLOW - LLD: | | | | | 151.00 | -8.54% |

Budget Comparison Report

Department...

Fund: 542 - WALNUT HAVEN 3 - LLD

Revenue

3465 - WALNUT HAVEN 3

Expense

3465 - WALNUT HAVEN 3

Total Revenue:

Total Expense:

Total Fund: 542 - WALNUT HAVEN 3 - LLD:

Fund: 543 - EUCLID SOUTH LLD

Revenue

3470 - EUCLID SOUTH

Expense

3470 - EUCLID SOUTH

Total Revenue:

Total Expense:

Total Fund: 543 - EUCLID SOUTH LLD:

Fund: 550 - CENTRAL HUGHSON 2 - BAD

Revenue

3505 - CENTRAL HUGHSON 2

Expense

3505 - CENTRAL HUGHSON 2

Total Revenue:

Total Expense:

Total Fund: 550 - CENTRAL HUGHSON 2 - BAD:

Fund: 551 - FEATHERS GLEN - BAD

Revenue

3510 - FEATHERS GLEN

Expense

3510 - FEATHERS GLEN

Total Revenue:

Total Expense:

Total Fund: 551 - FEATHERS GLEN - BAD:

2019-2020
Total Activity

2020-2021
YTD Activity
Through Sep

2020-2021
PRELIMINARY 20..

2020-2021
FINAL

Increase /
(Decrease)

Comparison 1
Budget

Comparison 1
to Parent Budget

%

Budget Comparison Report

| Department... | | 2019-2020 | | 2020-2021 | Comparison 1 | | Comparison 1 | |
|--|--|----------------|------------|--------------|------------------|------------|------------------|---------|
| Fund: 552 - FONTANA RANCH NORTH BAD | | Total Activity | | YTD Activity | Parent Budget | | to Parent Budget | |
| Revenue | | | | Through Sep | 2020-2021 | | Increase / | |
| 3515 - FONTANA RANCH NORTH | | | | | PRELIMINARY 20.. | | (Decrease) | |
| Expense | | | | | | | | |
| 3515 - FONTANA RANCH NORTH | | | | | | | | |
| | | 0.00 | 121,682.09 | 0.00 | 23,613.00 | 23,660.00 | 47.00 | 0.20% |
| | | 0.00 | 121,682.09 | 0.00 | 23,613.00 | 23,660.00 | 47.00 | 0.20% |
| Total Revenue: | | | | | | | | |
| | | 0.00 | 6,332.03 | 1,001.32 | 28,173.00 | 27,191.00 | -982.00 | -3.49% |
| | | 0.00 | 6,332.03 | 1,001.32 | 28,173.00 | 27,191.00 | -982.00 | -3.49% |
| Total Expense: | | | | | | | | |
| | | 0.00 | 115,350.06 | -1,001.32 | -4,560.00 | -3,531.00 | 1,029.00 | -22.57% |
| Total Fund: 552 - FONTANA RANCH NORTH BAD: | | | | | | | | |
| Revenue | | | | | | | | |
| | | 0.00 | 16,616.81 | 0.00 | 12,799.00 | 13,610.00 | 811.00 | 6.34% |
| | | 0.00 | 16,616.81 | 0.00 | 12,799.00 | 13,610.00 | 811.00 | 6.34% |
| Total Revenue: | | | | | | | | |
| | | 0.00 | 12,387.61 | 3,060.12 | 27,778.00 | 26,731.74 | -1,046.26 | -3.77% |
| | | 0.00 | 12,387.61 | 3,060.12 | 27,778.00 | 26,731.74 | -1,046.26 | -3.77% |
| Total Expense: | | | | | | | | |
| | | 0.00 | 4,229.20 | -3,060.12 | -14,979.00 | -13,121.74 | 1,857.26 | -12.40% |
| Total Fund: 553 - FONTANA RANCH SOUTH - BAD: | | | | | | | | |
| Revenue | | | | | | | | |
| | | 0.00 | 55,988.74 | 0.00 | 14,940.00 | 15,913.00 | 973.00 | 6.51% |
| | | 0.00 | 55,988.74 | 0.00 | 14,940.00 | 15,913.00 | 973.00 | 6.51% |
| Total Revenue: | | | | | | | | |
| | | 0.00 | 9,170.23 | 1,193.58 | 15,885.00 | 21,210.00 | 5,325.00 | 33.52% |
| | | 0.00 | 9,170.23 | 1,193.58 | 15,885.00 | 21,210.00 | 5,325.00 | 33.52% |
| Total Expense: | | | | | | | | |
| | | 0.00 | 46,818.51 | -1,193.58 | -945.00 | -5,297.00 | -4,352.00 | 460.53% |
| Total Fund: 554 - STERLING GLEN 3 - BAD: | | | | | | | | |
| Revenue | | | | | | | | |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 18,877.00 | 18,877.00 | 0.00% |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 18,877.00 | 18,877.00 | 0.00% |
| Total Revenue: | | | | | | | | |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 18,834.00 | 18,834.00 | 0.00% |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 18,834.00 | 18,834.00 | 0.00% |
| Total Expense: | | | | | | | | |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 43.00 | 43.00 | 0.00% |
| Total Fund: 555 - EUCLID SOUTH - BAD: | | | | | | | | |

Budget Comparison Report

Department...

Fund: 560 - PROVINCE PLACE COMMUNITY FACILITIES DISTRICT

Revenue

3605 - PROVINCE PLACE

Expense

3605 - PROVINCE PLACE

Total Fund: 560 - PROVINCE PLACE COMMUNITY FACILITIES DISTRICT

Report Total:

| | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Comparison 1 Budget | | Comparison 1 to Parent Budget % |
|-----------------|-----------------------------|--|-------------------------------|--------------------|--------------------------|-----------|---------------------------------------|
| | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | Increase / (Decrease) | | |
| Total Revenue: | 0.00 | 18,098.51 | -319.65 | 10,794.00 | 10,794.00 | 0.00 | 0.00% |
| | 0.00 | 18,098.51 | -319.65 | 10,794.00 | 10,794.00 | 0.00 | 0.00% |
| Total Expense: | 0.00 | 1,808.40 | 190.22 | 12,180.00 | 12,180.00 | 0.00 | 0.00% |
| | 0.00 | 1,808.40 | 190.22 | 12,180.00 | 12,180.00 | 0.00 | 0.00% |
| ILITIES DISTR.. | 0.00 | 16,290.11 | -509.87 | -1,386.00 | -1,386.00 | 0.00 | 0.00% |
| Report Total: | 1,787,568.20 | 2,601,428.08 | 493,810.61 | 3,180,745.00 | 3,200,749.26 | 20,004.26 | 0.63% |

Budget Comparison Report

Fund Summary

| Fund | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Comparison 1 Budget | | Comparison 1 to Parent Budget % |
|--|-----------------------------|-----------------------------|--|-------------------------------|--------------------|--------------------------|----------|---------------------------------------|
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | Increase / (Decrease) | | |
| 100 - GENERAL FUND | 149,091.19 | 229,077.97 | -401,144.48 | 68,351.00 | 138,726.00 | 70,375.00 | 102.96% | |
| 210 - SEWER | 34,330.16 | -323,122.68 | 511,708.40 | -370,201.00 | 213,301.00 | 583,502.00 | -157.62% | |
| 215 - SEWER FIXED ASSET REPLACEMENT | -742,585.73 | 263,773.68 | -9,840.93 | 249,850.00 | 249,850.00 | 0.00 | 0.00% | |
| 220 - SEWER DEV IMPACT FEE | 29,308.10 | 289,827.68 | 27,780.63 | 243,599.00 | 243,599.00 | 0.00 | 0.00% | |
| 225 - WWTP EXPANSION | 1,527,085.00 | 1,558,420.23 | -50,846.07 | 1,497,013.00 | 830,011.00 | -667,002.00 | -44.56% | |
| 240 - WATER | 1,339,814.25 | 948,691.30 | 447,283.64 | 736,039.00 | 715,039.00 | -21,000.00 | -2.85% | |
| 245 - WATER TCP123 | 0.00 | 109.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 250 - WATER DEV IMPACT FEE | 9,111.91 | 110,983.49 | 7,606.00 | 92,837.00 | 92,837.00 | 0.00 | 0.00% | |
| 255 - WATER FIXED ASSET REPLACEMENT | -555,682.63 | -1,583,263.71 | -5,174.54 | 186,482.00 | 186,482.00 | 0.00 | 0.00% | |
| 270 - COMMUNITY/SENIOR CENTER | -22,638.36 | 3,347.05 | -2,456.24 | 5,930.00 | 5,930.00 | 0.00 | 0.00% | |
| 280 - USF COMMUNITY CENTER | -159.31 | -1,546.47 | 1,141.26 | -5,945.00 | -5,945.00 | 0.00 | 0.00% | |
| 310 - GARBAGE | -6,880.31 | 12,652.51 | 55,386.56 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 320 - GAS TAX 2103 | 16,193.50 | -10,369.31 | 10,841.93 | 27,237.00 | 27,237.00 | 0.00 | 0.00% | |
| 321 - GAS TAX 2105 | 14,714.70 | 19,992.32 | 6,036.93 | 9,495.00 | 9,495.00 | 0.00 | 0.00% | |
| 322 - GAS TAX 2106 | 5,410.80 | 4,428.86 | -2,959.31 | -15,142.00 | -15,142.00 | 0.00 | 0.00% | |
| 323 - GAS TAX 2107 | 8,551.18 | 10,207.56 | 4,630.76 | 3,121.00 | 3,121.00 | 0.00 | 0.00% | |
| 324 - GAS TAX 2107.5 | 1,000.00 | 1,000.00 | 2,000.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00% | |
| 325 - MEASURE L SALES TAX - ROADS | -114,379.01 | 158,096.49 | 35,554.29 | 253,261.00 | 298,238.00 | 44,977.00 | 17.76% | |
| 326 - SB 1-ROADS MAINTENANCE REHABILIT... | 121,411.12 | 19,321.20 | 21,203.68 | 10,257.00 | 10,257.00 | 0.00 | 0.00% | |
| 370 - COMMUNITY ENHANCEMENT DEV IM... | 1,320.71 | 26,462.79 | 2,038.44 | 22,176.00 | 22,176.00 | 0.00 | 0.00% | |
| 371 - TRENCH CUT FUND | 0.00 | -74,423.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 372 - IT RESERVE | 7,875.95 | -13,706.19 | 0.00 | 0.00 | 5,000.00 | 5,000.00 | 0.00% | |
| 374 - DIABILITY ACCESS AND EDUCATION | 1,145.70 | 259.92 | 126.54 | 1,050.00 | 1,050.00 | 0.00 | 0.00% | |
| 383 - VEHICLE ABATEMENT | 683.92 | 12,349.67 | 0.00 | 5,000.00 | 600.00 | -4,400.00 | -88.00% | |
| 384 - SUPPLEMENTAL LAW ENFORCEMENT S... | 89,506.20 | 62,345.77 | -6,124.64 | -41,310.00 | -41,310.00 | 0.00 | 0.00% | |
| 392 - 94-STBG-799 HOUSING REHAB | 2,841.09 | 2,600.91 | 199.51 | 200.00 | 200.00 | 0.00 | 0.00% | |
| 394 - 96-STBG-1013 REHAB | 793.72 | 759.60 | 31.11 | 100.00 | 100.00 | 0.00 | 0.00% | |
| 410 - LOCAL TRANSPORTATION | 16,123.97 | 20,000.00 | 0.00 | 20,000.00 | 20,000.00 | 0.00 | 0.00% | |
| 415 - LOCAL TRANSPORTATION NON MOTORI... | 6,137.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 420 - TRANPORTATION STREET PROJECTS | 28,138.98 | -12,616.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 425 - PUBLIC WORKS STREET PROJECTS - CD... | 2,390.57 | -13,466.18 | -3,047.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 450 - STORM DRAIN DEV IMPACT FEE | 9,891.65 | 80,241.80 | 5,706.44 | 67,476.00 | 67,476.00 | 0.00 | 0.00% | |
| 451 - PUBLIC FACILITY DEV IMPACT FEE | 13,768.25 | 97,208.45 | 6,304.45 | 10,736.00 | 10,736.00 | 0.00 | 0.00% | |
| 452 - PUBLIC FACILITY STREETS DEV IMPACT ... | 17,760.00 | 127,231.12 | 8,202.00 | 111,694.00 | 111,694.00 | 0.00 | 0.00% | |
| 453 - PARK DEV IMPACT FEE | 5,931.56 | 65,434.44 | 5,412.10 | 59,174.00 | 59,174.00 | 0.00 | 0.00% | |
| 454 - PARKLAND IN LIEU | -295,355.65 | 52,348.14 | 4,043.07 | 43,802.00 | 43,802.00 | 0.00 | 0.00% | |
| 520 - RDA SUCCESSOR AGENCY | 97,165.96 | 66,066.30 | -148,294.97 | -3,600.00 | -3,600.00 | 0.00 | 0.00% | |
| 530 - BRITTANY WOODS- ILD | 0.00 | 10,711.31 | -2,252.32 | -4,406.00 | -4,344.00 | 62.00 | -1.41% | |

Budget Comparison Report

| Fund | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget 2020-2021 PRELIMINARY 20.. | Comparison 1 Budget | | Increase / (Decrease) | % |
|---|-----------------------------|--|--|------------------------|---------------------|--------------------------|--------------|
| | | | | 2020-2021 FINAL | to Parent Budget | | |
| 531 - CENTRAL HUGHSON 2 - LLD | 0.00 | 49,549.84 | -1,111.53 | 3,609.00 | 3,828.00 | 219.00 | 6.07% |
| 532 - FEATHERS GLEN LLD | 0.00 | 28,924.39 | -3,073.05 | -5,267.00 | -4,711.00 | 556.00 | -10.56% |
| 533 - FONTANA RANCH NORTH- LLD | 0.00 | 38,769.71 | -4,565.03 | 4,914.00 | 4,685.00 | -229.00 | -4.66% |
| 534 - FONTANA RANCH SOUTH- LLD | 0.00 | -32,681.36 | -3,369.92 | 1,170.00 | 2,946.00 | 1,776.00 | 151.79% |
| 535 - RHAPSODY 1 - LLD | 0.00 | 10,355.35 | -1,479.42 | -2,140.00 | -1,567.00 | 573.00 | -26.78% |
| 536 - RHAPSODY 2 - LLD | 0.00 | 19,434.86 | -1,313.72 | 2,233.00 | 2,160.00 | -73.00 | -3.27% |
| 537 - SANTA FE ESTATES 1 - LLD | 0.00 | -44,452.35 | -3,988.32 | -13,799.00 | -13,760.00 | 39.00 | -0.28% |
| 538 - SANTA FE ESTATES 2 - LLD | 0.00 | -23,550.34 | -2,666.53 | -13,891.00 | -13,851.00 | 40.00 | -0.29% |
| 539 - STARN ESTATES - LLD | 0.00 | 27,237.75 | -1,149.93 | -704.00 | -101.00 | 603.00 | -85.65% |
| 540 - STERLING GLEN 3 - LLD | 0.00 | 47,050.60 | -3,125.90 | -373.00 | -758.00 | -385.00 | 103.22% |
| 541 - SUNGLOW - LLD | 0.00 | 31,312.93 | -1,584.95 | -1,769.00 | -1,618.00 | 151.00 | -8.54% |
| 542 - WALNUT HAVEN 3 - LLD | 0.00 | 5,934.07 | -1,636.48 | -5,839.00 | -5,270.00 | 569.00 | -9.74% |
| 543 - EUCLID SOUTH LLD | 0.00 | 0.00 | 0.00 | 0.00 | 4,850.00 | 4,850.00 | 0.00% |
| 550 - CENTRAL HUGHSON 2 - BAD | 0.00 | 66,563.46 | -447.92 | -7,535.00 | -7,535.00 | 0.00 | 0.00% |
| 551 - FEATHERS GLEN - BAD | 0.00 | 13,073.68 | -2,009.04 | -3,270.00 | -2,046.00 | 1,224.00 | -37.43% |
| 552 - FONTANA RANCH NORTH BAD | 0.00 | 115,350.06 | -1,001.32 | -4,560.00 | -3,531.00 | 1,029.00 | -22.57% |
| 553 - FONTANA RANCH SOUTH - BAD | 0.00 | 4,229.20 | -3,060.12 | -14,979.00 | -13,121.74 | 1,857.26 | -12.40% |
| 554 - STERLING GLEN 3 - BAD | 0.00 | 46,818.51 | -1,193.58 | -945.00 | -5,297.00 | -4,352.00 | 460.53% |
| 555 - EUCLID SOUTH - BAD | 0.00 | 0.00 | 0.00 | 0.00 | 43.00 | 43.00 | 0.00% |
| 560 - PROVINCE PLACE COMMUNITY FACILIT... | 0.00 | 16,290.11 | -509.87 | -1,386.00 | -1,386.00 | 0.00 | 0.00% |
| Report Total: | 1,787,568.20 | 2,601,428.08 | 493,810.61 | 3,180,745.00 | 3,200,749.26 | 20,004.26 | 0.63% |

EXHIBIT C

Expenditure Fund Summary

| Fund | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Comparison 1 Budget | | % |
|--|-----------------------------|-----------------------------|--|-------------------------------|--------------------|--------------------------|------------------|---|
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | Increase / (Decrease) | to Parent Budget | |
| | | | | | | | | |
| 100 - GENERAL FUND | 2,743,720.13 | 2,858,300.88 | 517,941.68 | 2,927,119.00 | 2,903,447.00 | -23,672.00 | -0.81% | |
| 105 - GENERAL FUND CONTINGENCY RESER... | 0.00 | 0.00 | 0.00 | 34,482.00 | 34,482.00 | 0.00 | 0.00% | |
| 210 - SEWER | 3,153,944.30 | 3,227,130.94 | 219,324.04 | 3,312,593.00 | 2,729,091.00 | -583,502.00 | -17.61% | |
| 215 - SEWER FIXED ASSET REPLACEMENT | 1,039,727.00 | 37,586.75 | 10,533.75 | 40,000.00 | 40,000.00 | 0.00 | 0.00% | |
| 220 - SEWER DEV IMPACT FEE | 1,178.07 | 867.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 225 - WWTP EXPANSION | 267,889.20 | 239,346.22 | 56,468.41 | 244,857.00 | 244,857.00 | 0.00 | 0.00% | |
| 240 - WATER | 1,351,016.36 | 1,127,380.83 | 202,545.45 | 1,440,359.00 | 1,461,359.00 | 21,000.00 | 1.46% | |
| 245 - WATER TCP123 | 0.00 | 109.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 250 - WATER DEV IMPACT FEE | 1,178.13 | 868.59 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 255 - WATER FIXED ASSET REPLACEMENT | 771,050.75 | 2,381,914.43 | 5,174.54 | 5,824,000.00 | 5,824,000.00 | 0.00 | 0.00% | |
| 270 - COMMUNITY/SENIOR CENTER | 52,832.18 | 16,962.95 | 1,856.24 | 21,220.00 | 21,220.00 | 0.00 | 0.00% | |
| 280 - USF COMMUNITY CENTER | 16,374.81 | 16,318.47 | 1,255.74 | 16,820.00 | 16,820.00 | 0.00 | 0.00% | |
| 310 - GARBAGE | 538,769.50 | 539,105.34 | 85,464.18 | 564,775.00 | 564,775.00 | 0.00 | 0.00% | |
| 320 - GAS TAX 2103 | 18,850.92 | 75,149.55 | 0.00 | 40,600.00 | 40,600.00 | 0.00 | 0.00% | |
| 321 - GAS TAX 2105 | 27,781.24 | 20,925.68 | 0.00 | 33,000.00 | 33,000.00 | 0.00 | 0.00% | |
| 322 - GAS TAX 2106 | 25,000.00 | 23,542.33 | 7,287.72 | 45,000.00 | 45,000.00 | 0.00 | 0.00% | |
| 323 - GAS TAX 2107 | 44,841.25 | 41,430.69 | 3,697.58 | 48,000.00 | 48,000.00 | 0.00 | 0.00% | |
| 324 - GAS TAX 2107.5 | 1,000.00 | 1,000.00 | 0.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00% | |
| 325 - MEASURE L SALES TAX - ROADS | 481,090.43 | 209,812.50 | 2,943.40 | 7,560.00 | 7,560.00 | 0.00 | 0.00% | |
| 326 - SB 1-ROADS MAINTENANCE REHABILIT... | 0.00 | 111,631.75 | 0.00 | 115,916.00 | 115,916.00 | 0.00 | 0.00% | |
| 340 - LANDSCAPE LIGHTING DISTRICT | 115,822.51 | 27,811.94 | 8.49 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 350 - BENEFIT ASSESSMENT DISTRICT | 31,770.44 | 10,062.48 | 2.67 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 360 - COMMUNITY FACILITIES DISTRICT | 1,575.67 | 65.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 370 - COMMUNITY ENHANCEMENT DEV IM... | 1,178.13 | 267.72 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 371 - TRENCH CUT FUND | 0.00 | 77,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 372 - IT RESERVE | 7,498.19 | 23,800.79 | 0.00 | 10,000.00 | 10,000.00 | 0.00 | 0.00% | |
| 383 - VEHICLE ABATEMENT | 9,000.00 | 10,000.00 | 0.00 | 10,000.00 | 14,400.00 | 4,400.00 | 44.00% | |
| 384 - SUPPLEMENTAL LAW ENFORCEMENT S... | 60,084.40 | 126,323.95 | 6,165.91 | 191,510.00 | 191,510.00 | 0.00 | 0.00% | |
| 394 - 96-STBG-1013 REHAB | 15.00 | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 410 - LOCAL TRANSPORTATION | 16,123.97 | 20,000.00 | 0.00 | 20,000.00 | 20,000.00 | 0.00 | 0.00% | |
| 415 - LOCAL TRANSPORTATION NON MOTORI... | 5,925.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 420 - TRANSPORTATION STREET PROJECTS | 11,861.02 | 12,616.14 | 0.00 | 564,680.00 | 564,680.00 | 0.00 | 0.00% | |
| 425 - PUBLIC WORKS STREET PROJECTS - CD... | 342,944.62 | 15,683.68 | 3,047.00 | 435,362.00 | 435,362.00 | 0.00 | 0.00% | |
| 450 - STORM DRAIN DEV IMPACT FEE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 451 - PUBLIC FACILITY DEV IMPACT FEE | 4,796.89 | 2,086.98 | 0.00 | 72,394.00 | 72,394.00 | 0.00 | 0.00% | |
| 452 - PUBLIC FACILITY STREETS DEV IMPACT ... | 1,178.13 | 867.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 453 - PARK DEV IMPACT FEE | 1,178.13 | 5,767.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 454 - PARKLAND IN LIEU | 301,006.33 | 867.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |

Expenditure Fund Summary

| Fund | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Increase / (Decrease) | % |
|---|-----------------------------|-----------------------------|--|-------------------------------|--------------------|--------------------------|--------|
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | | |
| 520 - RDA SUCCESSOR AGENCY | 220,492.71 | 286,289.00 | 148,495.94 | 291,500.00 | 291,500.00 | 0.00 | 0.00% |
| 530 - BRITTANY WOODS- LLD | 0.00 | 8,126.04 | 2,252.32 | 12,424.00 | 12,404.00 | -20.00 | -0.16% |
| 531 - CENTRAL HUGHSON 2- LLD | 0.00 | 5,525.92 | 1,111.53 | 10,967.00 | 10,786.00 | -181.00 | -1.65% |
| 532 - FEATHERS GLEN LLD | 0.00 | 13,607.60 | 3,073.05 | 23,937.00 | 24,541.00 | 604.00 | 2.52% |
| 533 - FONTANA RANCH NORTH- LLD | 0.00 | 11,880.86 | 4,565.03 | 17,789.00 | 18,065.00 | 276.00 | 1.55% |
| 534 - FONTANA RANCH SOUTH- LLD | 0.00 | 10,242.50 | 3,369.92 | 13,322.00 | 12,457.00 | -865.00 | -6.49% |
| 535 - RHAPSODY 1 - LLD | 0.00 | 5,940.60 | 1,479.42 | 8,889.00 | 8,361.00 | -528.00 | -5.94% |
| 536 - RHAPSODY 2- LLD | 0.00 | 5,623.65 | 1,313.72 | 11,597.00 | 11,711.00 | 114.00 | 0.98% |
| 537 - SANTA FE ESTATES 1 - LLD | 0.00 | 12,535.41 | 3,988.32 | 21,019.00 | 21,020.00 | 1.00 | 0.00% |
| 538 - SANTA FE ESTATES 2 - LLD | 0.00 | 10,308.93 | 2,666.53 | 20,501.00 | 20,501.00 | 0.00 | 0.00% |
| 539 - STARN ESTATES - LLD | 0.00 | 5,631.25 | 1,149.93 | 8,349.00 | 7,790.00 | -559.00 | -6.70% |
| 540 - STERLING GLEN 3 - LLD | 0.00 | 11,907.45 | 3,125.90 | 22,077.00 | 22,553.00 | 476.00 | 2.16% |
| 541 - SUNGLOW - LLD | 0.00 | 6,864.50 | 1,584.95 | 11,400.00 | 11,297.00 | -103.00 | -0.90% |
| 542 - WALNUT HAVEN 3 - LLD | 0.00 | 6,351.90 | 1,636.48 | 11,761.00 | 11,232.00 | -529.00 | -4.50% |
| 543 - EUCLID SOUTH LLD | 0.00 | 0.00 | 0.00 | 0.00 | 12,450.00 | 12,450.00 | 0.00% |
| 550 - CENTRAL HUGHSON 2 - BAD | 0.00 | 7,896.73 | 447.92 | 15,833.00 | 14,306.00 | -1,527.00 | -9.64% |
| 551 - FEATHERS GLEN - BAD | 0.00 | 8,790.95 | 2,009.04 | 14,257.00 | 13,730.00 | -527.00 | -3.70% |
| 552 - FONTANA RANCH NORTH BAD | 0.00 | 6,332.03 | 1,001.32 | 28,173.00 | 27,191.00 | -982.00 | -3.49% |
| 553 - FONTANA RANCH SOUTH - BAD | 0.00 | 12,387.61 | 3,060.12 | 27,778.00 | 26,731.74 | -1,046.26 | -3.77% |
| 554 - STERLING GLEN 3 - BAD | 0.00 | 9,170.23 | 1,193.58 | 15,885.00 | 21,210.00 | 5,325.00 | 33.52% |
| 555 - EUCLID SOUTH - BAD | 0.00 | 0.00 | 0.00 | 0.00 | 18,834.00 | 18,834.00 | 0.00% |
| 560 - PROVINCE PLACE COMMUNITY FACILIT... | 0.00 | 1,808.40 | 190.22 | 12,180.00 | 12,180.00 | 0.00 | 0.00% |
| Report Total: | 11,668,695.41 | 11,709,841.02 | 1,311,432.14 | 16,621,885.00 | 16,071,323.74 | -550,561.26 | -3.31% |

Revenue Fund Summary

| Fund | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Comparison 1 Budget | | % |
|--|-----------------------------|-----------------------------|--|-------------------------------|--------------------|--------------------------|----------------------------------|---|
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | Increase / (Decrease) | Comparison 1 to Parent Budget | |
| | | | | | | | | |
| 100 - GENERAL FUND | 2,892,811.32 | 3,087,378.85 | 118,301.19 | 2,995,470.00 | 3,042,173.00 | 46,703.00 | 1.56% | |
| 105 - GENERAL FUND CONTINGENCY RESER... | 3,544.20 | 30,530.74 | 143.89 | 3,000.00 | 3,000.00 | 0.00 | 0.00% | |
| 210 - SEWER | 3,188,274.46 | 2,904,008.26 | 731,032.44 | 2,942,392.00 | 2,942,392.00 | 0.00 | 0.00% | |
| 215 - SEWER FIXED ASSET REPLACEMENT | 297,141.27 | 301,360.43 | 692.82 | 289,850.00 | 289,850.00 | 0.00 | 0.00% | |
| 220 - SEWER DEV IMPACT FEE | 30,486.17 | 290,694.83 | 27,780.63 | 243,599.00 | 243,599.00 | 0.00 | 0.00% | |
| 225 - WWTP EXPANSION | 1,794,974.20 | 1,797,766.45 | 5,622.34 | 1,741,870.00 | 1,074,868.00 | -667,002.00 | -38.29% | |
| 240 - WATER | 2,690,830.61 | 2,076,072.13 | 656,185.25 | 2,176,398.00 | 2,176,398.00 | 0.00 | 0.00% | |
| 250 - WATER DEV IMPACT FEE | 10,290.04 | 111,852.08 | 7,606.00 | 92,837.00 | 92,837.00 | 0.00 | 0.00% | |
| 255 - WATER FIXED ASSET REPLACEMENT | 215,368.12 | 798,650.72 | 0.00 | 6,010,482.00 | 6,010,482.00 | 0.00 | 0.00% | |
| 270 - COMMUNITY/SENIOR CENTER | 30,193.82 | 20,310.00 | 510.00 | 27,150.00 | 27,150.00 | 0.00 | 0.00% | |
| 280 - USF COMMUNITY CENTER | 16,215.50 | 14,772.00 | 2,397.00 | 10,875.00 | 10,875.00 | 0.00 | 0.00% | |
| 310 - GARBAGE | 531,889.19 | 551,757.85 | 140,850.74 | 564,775.00 | 564,775.00 | 0.00 | 0.00% | |
| 320 - GAS TAX 2103 | 35,044.42 | 64,780.24 | 10,841.93 | 67,837.00 | 67,837.00 | 0.00 | 0.00% | |
| 321 - GAS TAX 2105 | 42,495.94 | 40,918.00 | 6,036.93 | 42,495.00 | 42,495.00 | 0.00 | 0.00% | |
| 322 - GAS TAX 2106 | 30,410.80 | 27,971.19 | 4,328.41 | 29,858.00 | 29,858.00 | 0.00 | 0.00% | |
| 323 - GAS TAX 2107 | 53,392.43 | 51,638.25 | 8,328.44 | 51,121.00 | 51,121.00 | 0.00 | 0.00% | |
| 324 - GAS TAX 2107.5 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 0.00 | 0.00% | |
| 325 - MEASURE L SALES TAX - ROADS | 366,711.42 | 367,908.99 | 38,497.69 | 260,821.00 | 305,798.00 | 44,977.00 | 17.24% | |
| 326 - SB 1-ROADS MAINTENANCE REHABILIT... | 121,411.12 | 130,952.95 | 21,203.68 | 127,173.00 | 127,173.00 | 0.00 | 0.00% | |
| 340 - LANDSCAPE LIGHTING DISTRICT | 149,170.12 | -125,580.75 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 350 - BENEFIT ASSESSMENT DISTRICT | 67,902.68 | -220,214.52 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 360 - COMMUNITY FACILITIES DISTRICT | 8,830.82 | -7,190.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 370 - COMMUNITY ENHANCEMENT DEV IM... | 2,498.84 | 26,730.51 | 2,038.44 | 22,176.00 | 22,176.00 | 0.00 | 0.00% | |
| 371 - TRENCH CUT FUND | 0.00 | 2,576.90 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 372 - IT RESERVE | 15,374.14 | 10,094.60 | 0.00 | 10,000.00 | 15,000.00 | 5,000.00 | 50.00% | |
| 374 - DIABILITY ACCESS AND EDUCATION | 1,145.70 | 259.92 | 136.80 | 1,050.00 | 1,050.00 | 0.00 | 0.00% | |
| 383 - VEHICLE ABATEMENT | 9,683.92 | 22,349.67 | 0.00 | 15,000.00 | 15,000.00 | 0.00 | 0.00% | |
| 384 - SUPPLEMENTAL LAW ENFORCEMENT S... | 149,590.60 | 188,669.72 | 41.27 | 150,200.00 | 150,200.00 | 0.00 | 0.00% | |
| 392 - 94-STBG-799 HOUSING REHAB | 2,841.09 | 2,600.91 | 199.51 | 200.00 | 200.00 | 0.00 | 0.00% | |
| 394 - 96-STBG-1013 REHAB | 808.72 | 774.60 | 31.11 | 100.00 | 100.00 | 0.00 | 0.00% | |
| 415 - LOCAL TRANSPORTATION NON MOTORI... | 12,062.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | |
| 420 - TRANSPORTATION STREET PROJECTS | 40,000.00 | 0.00 | 0.00 | 564,680.00 | 564,680.00 | 0.00 | 0.00% | |
| 425 - PUBLIC WORKS STREET PROJECTS - CD... | 345,335.19 | 2,217.50 | 0.00 | 435,362.00 | 435,362.00 | 0.00 | 0.00% | |
| 450 - STORM DRAIN DEV IMPACT FEE | 9,891.65 | 80,241.80 | 5,706.44 | 67,476.00 | 67,476.00 | 0.00 | 0.00% | |
| 451 - PUBLIC FACILITY DEV IMPACT FEE | 18,565.14 | 99,295.43 | 6,304.45 | 83,130.00 | 83,130.00 | 0.00 | 0.00% | |
| 452 - PUBLIC FACILITY STREETS DEV IMPACT ... | 18,938.13 | 128,098.26 | -8,202.00 | 111,694.00 | 111,694.00 | 0.00 | 0.00% | |
| 453 - PARK DEV IMPACT FEE | 7,109.69 | 71,201.58 | 5,412.10 | 59,174.00 | 59,174.00 | 0.00 | 0.00% | |
| 454 - PARKLAND IN LIEU | 5,650.68 | 53,215.28 | 4,043.07 | 43,802.00 | 43,802.00 | 0.00 | 0.00% | |

Budget Comparison Report

| Fund | 2018-2019 Total Activity | 2019-2020 Total Activity | 2020-2021 YTD Activity Through Sep | Parent Budget | | Comparison 1 Budget | | Increase / (Decrease) | % |
|---|-----------------------------|-----------------------------|--|-------------------------------|--------------------|------------------------|-------------|--------------------------|---|
| | | | | 2020-2021 PRELIMINARY 20.. | 2020-2021 FINAL | to Parent Budget | | | |
| 520 - RDA SUCCESSOR AGENCY | 317,658.67 | 352,355.30 | 200.97 | 287,900.00 | 287,900.00 | | 0.00 | 0.00% | |
| 530 - BRITTANY WOODS- LLD | 0.00 | 18,837.35 | 0.00 | 8,018.00 | 8,060.00 | | 42.00 | 0.52% | |
| 531 - CENTRAL HUGHSON 2- LLD | 0.00 | 55,075.76 | 0.00 | 14,576.00 | 14,614.00 | | 38.00 | 0.26% | |
| 532 - FEATHERS GLEN LLD | 0.00 | 42,531.99 | 0.00 | 18,670.00 | 19,830.00 | | 1,160.00 | 6.21% | |
| 533 - FONTANA RANCH NORTH-LLD | 0.00 | 50,650.57 | 0.00 | 22,703.00 | 22,750.00 | | 47.00 | 0.21% | |
| 534 - FONTANA RANCH SOUTH- LLD | 0.00 | -22,438.86 | 0.00 | 14,492.00 | 15,403.00 | | 911.00 | 6.29% | |
| 535 - RHAPSODY I - LLD | 0.00 | 16,295.95 | 0.00 | 6,749.00 | 6,794.00 | | 45.00 | 0.67% | |
| 536 - RHAPSODY 2- LLD | 0.00 | 25,058.51 | 0.00 | 13,830.00 | 13,871.00 | | 41.00 | 0.30% | |
| 537 - SANTA FE ESTATES 1 - LLD | 0.00 | -31,916.94 | 0.00 | 7,220.00 | 7,260.00 | | 40.00 | 0.55% | |
| 538 - SANTA FE ESTATES 2 - LLD | 0.00 | -13,241.41 | 0.00 | 6,610.00 | 6,650.00 | | 40.00 | 0.61% | |
| 539 - STARN ESTATES - LLD | 0.00 | 32,869.00 | 0.00 | 7,645.00 | 7,689.00 | | 44.00 | 0.58% | |
| 540 - STERLING GLEN 3 - LLD | 0.00 | 58,958.05 | 0.00 | 21,704.00 | 21,795.00 | | 91.00 | 0.42% | |
| 541 - SUNGLOW - LLD | 0.00 | 38,177.43 | 0.00 | 9,631.00 | 9,679.00 | | 48.00 | 0.50% | |
| 542 - WALNUT HAVEN 3 - LLD | 0.00 | 12,285.97 | 0.00 | 5,922.00 | 5,962.00 | | 40.00 | 0.68% | |
| 543 - EUCLID SOUTH LLD | 0.00 | 0.00 | 0.00 | 0.00 | 17,300.00 | | 17,300.00 | 0.00% | |
| 550 - CENTRAL HUGHSON 2 - BAD | 0.00 | 74,460.19 | 0.00 | 8,298.00 | 6,771.00 | | -1,527.00 | -18.40% | |
| 551 - FEATHERS GLEN - BAD | 0.00 | 21,864.63 | 0.00 | 10,987.00 | 11,684.00 | | 697.00 | 6.34% | |
| 552 - FONTANA RANCH NORTH BAD | 0.00 | 121,682.09 | 0.00 | 23,613.00 | 23,660.00 | | 47.00 | 0.20% | |
| 553 - FONTANA RANCH SOUTH - BAD | 0.00 | 16,616.81 | 0.00 | 12,799.00 | 13,610.00 | | 811.00 | 6.34% | |
| 554 - STERLING GLEN 3 - BAD | 0.00 | 55,988.74 | 0.00 | 14,940.00 | 15,913.00 | | 973.00 | 6.51% | |
| 555 - EUCLID SOUTH - BAD | 0.00 | 0.00 | 0.00 | 0.00 | 18,877.00 | | 18,877.00 | 0.00% | |
| 560 - PROVINCE PLACE COMMUNITY FACILIT... | 0.00 | 18,098.51 | -319.65 | 10,794.00 | 10,794.00 | | 0.00 | 0.00% | |
| Report Total: | 13,536,542.81 | 13,950,875.00 | 1,814,355.89 | 19,771,148.00 | 19,240,591.00 | | -530,557.00 | -2.68% | |



Pooled Cash Report

Hughson

For the Period Ending 6/30/2020

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

| ACCOUNT # | ACCOUNT NAME | BEGINNING BALANCE | CURRENT ACTIVITY | CURRENT BALANCE | |
|---------------------------|--|----------------------|---------------------|--------------------|---------------|
| 530-10001 | CLAIM ON CASH- LANDSCAPE LIGHTING DISTRICT | 12,282.89 | (796.25) | 11,486.64 | |
| 531-10001 | CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT | 50,910.85 | (672.90) | 50,237.95 | |
| 532-10001 | CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT | 31,035.27 | (1,266.73) | 29,768.54 | |
| 533-10001 | CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT | 41,661.73 | (1,877.55) | 39,784.18 | |
| 534-10001 | CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT | (30,169.87) | (1,556.67) | (31,726.54) | |
| 535-10001 | CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT | 11,885.65 | (654.22) | 11,231.43 | |
| 536-10001 | CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT | 20,947.97 | (669.70) | 20,278.27 | |
| 537-10001 | CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT | (42,824.69) | (669.05) | (43,493.74) | |
| 538-10001 | CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT | (21,406.37) | (1,269.61) | (22,675.98) | |
| 539-10001 | CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT | 28,811.14 | (710.83) | 28,100.31 | |
| 540-10001 | CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT | 49,657.85 | (1,593.10) | 48,064.75 | |
| 541-10001 | CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT | 33,076.82 | (814.80) | 32,262.02 | |
| 542-10001 | CLAIM ON CASH-LANDSCAPE LIGHTING DISTRICT | 7,611.66 | (745.50) | 6,866.16 | |
| 550-10001 | CLAIM ON CASH-BENEFIT ASSESSMENT DISTRICT | 71,566.87 | (4,146.79) | 67,420.08 | |
| 551-10001 | CLAIM ON CASH-BENEFIT ASSESSMENT DISTRICT | 14,999.81 | (1,187.93) | 13,811.88 | |
| 552-10001 | CLAIM ON CASH-BENEFIT ASSESSMENT DISTRICT | 117,721.88 | (1,590.16) | 116,131.72 | |
| 553-10001 | CLAIM ON CASH-BENEFIT ASSESSMENT DISTRICT | 6,912.52 | (1,866.52) | 5,046.00 | |
| 554-10001 | CLAIM ON CASH-BENEFIT ASSESSMENT DISTRICT | 49,070.49 | (1,454.73) | 47,615.76 | |
| 560-10001 | CLAIM ON CASH-COMMUNITY FACILITIES DISTRICTS | 17,851.79 | (1,530.84) | 16,320.95 | |
| TOTAL CLAIM ON CASH | | 20,677,439.51 | 229,308.42 | 20,906,747.93 | |
| CASH IN BANK | | | | | |
| Cash in Bank | | | | | |
| 999-10000 | CASH- GENERAL CHECKING (POOLED) | 3,719,556.68 | (974,561.10) | 2,744,995.58 | |
| 999-10010 | CASH IN BANK-MONEY MARKET | 14,097,106.42 | 1,202,098.30 | 15,299,204.72 | |
| 999-10011 | CASH IN BANK-MM 2 | 0.00 | 0.00 | 0.00 | |
| 999-10020 | SECURITIES-REGULAR | 1,155,061.96 | (2,275.68) | 1,152,786.28 | |
| 999-10030 | SECURITIES-WWTP | 1,621,498.80 | 4,046.90 | 1,625,545.70 | |
| 999-10050 | CASH IN BANK -LAIF | 42,174.90 | 0.00 | 42,174.90 | |
| 999-10060 | REDEVELOPMENT AGENCY -LAIF | 42,040.75 | 0.00 | 42,040.75 | |
| TOTAL: Cash in Bank | | 20,677,439.51 | 229,308.42 | 20,906,747.93 | |
| Wages Payable | | | | | |
| 999-20999 | WAGES PAYABLE | 0.00 | 0.00 | 0.00 | |
| TOTAL: Wages Payable | | 0.00 | 0.00 | 0.00 | |
| TOTAL CASH IN BANK | | 20,677,439.51 | 229,308.42 | 20,906,747.93 | |
| DUE TO OTHER FUNDS | | | | | |
| 999-20000 | DUE TO OTHER FUNDS (POOLED CASH) | 20,677,439.51 | 229,308.42 | 20,906,747.93 | |
| TOTAL DUE TO OTHER FUNDS | | 20,677,439.51 | 229,308.42 | 20,906,747.93 | |
| Claim on Cash | 20,906,747.93 | Claim on Cash | 20,906,747.93 | Cash in Bank | 20,906,747.93 |
| Cash in Bank | 20,906,747.93 | Due To Other Funds | 20,906,747.93 | Due To Other Funds | 20,906,747.93 |
| Difference | 0.00 | Difference | 0.00 | Difference | 0.00 |

| ACCOUNT # | ACCOUNT NAME | BEGINNING BALANCE | CURRENT ACTIVITY | CURRENT BALANCE |
|---------------------------------------|--|----------------------|---------------------|--------------------|
| ACCOUNTS PAYABLE PENDING | | | | |
| 001-20099 | DUE TO -CLEARING FUND | 0.00 | 0.00 | 0.00 |
| 100-20099 | DUE TO-GENERAL | 153,787.70 | 195,011.03 | 348,798.73 |
| 105-20099 | DUE TO - CONTINGENCY RESERVE | 0.00 | 0.00 | 0.00 |
| 110-20099 | DUE TO -FIXED ASSETS | 0.00 | 0.00 | 0.00 |
| 210-20099 | DUE TO -SEWER | 50,251.49 | 10,734.32 | 60,985.81 |
| 215-20099 | DUE TO -SEWER FIXED ASSET REPLACEMENT | 13,171.00 | (13,171.00) | 0.00 |
| 220-20099 | DUE TO -SEWER DEV IMPACT FEE | 0.00 | 0.00 | 0.00 |
| 225-20099 | DUE TO -WWTP EXPANSION | 0.00 | 0.00 | 0.00 |
| 240-20099 | DUE TO -WATER | 37,566.23 | 8,901.20 | 46,467.43 |
| 245-20099 | DUE TO -WATER TCP123 | 0.00 | 0.00 | 0.00 |
| 250-20099 | DUE TO -WATER DEV IMPACT FEE | 0.00 | 0.00 | 0.00 |
| 255-20099 | DUE TO -WATER FIXED ASSET REPLACEMENT | 319,130.78 | (214,121.80) | 105,008.98 |
| 270-20099 | DUE TO -COMMUNITY/SENIOR CENTER | 393.97 | 1,145.29 | 1,539.26 |
| 280-20099 | DUE TO -USF COMMUNITY CENTER | 334.97 | 129.86 | 464.83 |
| 310-20099 | DUE TO -GARBAGE | 43,182.39 | 42,072.34 | 85,254.73 |
| 320-20099 | DUE TO -GAS TAX 2103 | 0.00 | 0.00 | 0.00 |
| 321-20099 | DUE TO -GAS TAX 2105 | 0.00 | 0.00 | 0.00 |
| 322-20099 | DUE TO -GAS TAX 2106 | 3,451.56 | 54.02 | 3,505.58 |
| 323-20099 | DUE TO -GAS TAX 2107 | 1,803.75 | 1,848.84 | 3,652.59 |
| 324-20099 | DUE TO -GAS TAX 2107.5 | 0.00 | 0.00 | 0.00 |
| 325-20099 | DUE TO-MEASURE L SALES TAX - ROADS | 210,621.70 | (210,621.70) | 0.00 |
| 326-20099 | DUE TO -SB 1-RDS MAINTENANCE REHAB | 104,854.29 | (98,076.83) | 6,777.46 |
| 340-20099 | DUE TO -LANDSCAPE LIGHTING DISTRICT | 0.00 | 0.00 | 0.00 |
| 350-20099 | DUE TO -BENEFIT ASSESSMENT DISTRICT | 0.00 | 0.00 | 0.00 |
| 360-20099 | DUE TO-COMMUNITY FACILITIES DISTRICTS | 0.00 | 0.00 | 0.00 |
| 370-20099 | DUE TO -COMMUNITY ENHANCEMENT DEV IMPACT I | 0.00 | 0.00 | 0.00 |
| 371-20099 | DUE TO - TRENCH CUT FUND | 0.00 | 0.00 | 0.00 |
| 372-20099 | DUE TO - IT RESERVE | 0.00 | 0.00 | 0.00 |
| 373-20099 | DUE TO - SELF-INSURANCE | 0.00 | 0.00 | 0.00 |
| 374-20099 | DUE TO - DIABILITY ACCESS AND EDUCATION | 0.00 | 8.40 | 8.40 |
| 381-20099 | DUE TO -AB109 PUBLIC SAFETY | 0.00 | 0.00 | 0.00 |
| 382-20099 | DUE TO -ASSET FORFEITURE | 0.00 | 0.00 | 0.00 |
| 383-20099 | DUE TO -VEHICLE ABATEMENT | 0.00 | 0.00 | 0.00 |
| 384-20099 | DUE TO -SUPPLEMENTAL LAW ENFORCEMENT SERV F | 507.70 | 34.80 | 542.50 |
| 385-20099 | DUE TO -FEDERAL FUNDED OFFICER FUND | 0.00 | 0.00 | 0.00 |
| 390-20099 | DUE TO -98-EDBG-605 BUSINESS ASSISTANCE | 0.00 | 0.00 | 0.00 |
| 391-20099 | DUE TO -96-EDBG-438 | 0.00 | 0.00 | 0.00 |
| 392-20099 | DUE TO -94-STBG-799 HOUSING REHAB | 0.00 | 0.00 | 0.00 |
| 393-20099 | DUE TO -HOME PROGRAM GRANT FTHBS | 0.00 | 0.00 | 0.00 |
| 394-20099 | DUE TO -96-STBG-1013 REHAB | 0.00 | 0.00 | 0.00 |
| 395-20099 | DUE TO -CalHOME REHAB | 0.00 | 0.00 | 0.00 |
| 410-20099 | DUE TO -LOCAL TRANSPORTATION | 0.00 | 0.00 | 0.00 |
| 415-20099 | DUE TO -LOCAL TRANSPORTATION NON MOTORIZED | 0.00 | 0.00 | 0.00 |
| 420-20099 | DUE TO -LOCAL TRANSPORTATION STREET PROJECTS | 771.25 | (771.25) | 0.00 |
| 425-20099 | DUE TO -LOCAL TRANSPORTATION STREET PROJECTS-C | 5,025.28 | 4,240.62 | 9,265.90 |
| 450-20099 | DUE TO -STORM DRAIN DEV IMPACT FEE | 0.00 | 0.00 | 0.00 |
| 451-20099 | DUE TO -PUBLIC FACILITY DEV IMPACT FEE | 0.00 | 0.00 | 0.00 |
| 452-20099 | DUE TO -PUBLIC FACILITY STREETS DEV IMPACT FEE | 0.00 | 0.00 | 0.00 |
| 453-20099 | DUE TO -PARK DEV IMPACT FEE | 0.00 | 0.00 | 0.00 |
| 454-20099 | DUE TO -PARKLAND IN LIEU | 0.00 | 0.00 | 0.00 |
| 510-20099 | DUE TO -WATER/SEWER DEPOSIT | 0.00 | 0.00 | 0.00 |
| 520-20099 | DUE TO -RDA SUCCESSOR AGENCY | 0.00 | 0.00 | 0.00 |
| 521-20099 | DUE TO -RDA FIX ASSETS | 0.00 | 0.00 | 0.00 |
| TOTAL ACCOUNTS PAYABLE PENDING | | 944,854.06 | (272,581.86) | 672,272.20 |

DUE FROM OTHER FUNDS

| | | | | |
|---------------------------|-------------------------------|--------------|--------------|--------------|
| 999-10100 | DUE FROM- GENERAL | (153,787.70) | (195,011.03) | (348,798.73) |
| 999-10101 | DUE FROM-CLEARING ACCOUNT | 0.00 | 0.00 | 0.00 |
| 999-10105 | DUE FROM -CONTINGENCY RESERVE | 0.00 | 0.00 | 0.00 |
| 999-10110 | DUE FROM -FIXED ASSETS | 0.00 | 0.00 | 0.00 |

| ACCOUNT # | ACCOUNT NAME | BEGINNING BALANCE | CURRENT ACTIVITY | CURRENT BALANCE | |
|----------------------------|---|----------------------|---------------------|----------------------|------------|
| 999-10210 | DUE FROM - SEWER | (50,251.49) | (10,734.32) | (60,985.81) | |
| 999-10215 | DUE FROM -SEWER FIXED ASSET REPLACEMENT | (13,171.00) | 13,171.00 | 0.00 | |
| 999-10220 | DUE FROM -SEWER DEV IMPACT FEE | 0.00 | 0.00 | 0.00 | |
| 999-10225 | DUE FROM -WWTP EXPANSION | 0.00 | 0.00 | 0.00 | |
| 999-10240 | DUE FROM - WATER | (37,566.23) | (8,901.20) | (46,467.43) | |
| 999-10245 | DUE FROM -WATER TCP123 | 0.00 | 0.00 | 0.00 | |
| 999-10250 | DUE FROM -WATER TCP123 | 0.00 | 0.00 | 0.00 | |
| 999-10255 | DUE FROM -WATER FIXED ASSET REPLACEMENT | (319,130.78) | 214,121.80 | (105,008.98) | |
| 999-10270 | DUE FROM -COMMUNITY/SENIOR CENTER | (393.97) | (1,145.29) | (1,539.26) | |
| 999-10280 | DUE FROM -USF COMMUNITY CENTER | (334.97) | (129.86) | (464.83) | |
| 999-10310 | DUE FROM -GARBAGE | (43,182.39) | (42,072.34) | (85,254.73) | |
| 999-10320 | DUE FROM -GAS TAX 2103 | 0.00 | 0.00 | 0.00 | |
| 999-10321 | DUE FROM -GAS TAX 2105 | 0.00 | 0.00 | 0.00 | |
| 999-10322 | DUE FROM -GAS TAX 2106 | (3,451.56) | (54.02) | (3,505.58) | |
| 999-10323 | DUE FROM -GAS TAX 2107 | (1,803.75) | (1,848.84) | (3,652.59) | |
| 999-10324 | DUE FROM -GAS TAX 2107.5 | 0.00 | 0.00 | 0.00 | |
| 999-10325 | DUE FROM-MEASURE L SALES TAX - ROADS | (210,621.70) | 210,621.70 | 0.00 | |
| 999-10326 | DUE FROM -SB 1-RDS MAINTENANCE REHAB | (104,854.29) | 98,076.83 | (6,777.46) | |
| 999-10340 | DUE FROM -LANDSCAPE LIGHTING DISTRICT | 256.96 | (10,998.63) | (10,741.67) | |
| 999-10350 | DUE FROM -BENEFIT ASSESSMENT DISTRICT | 0.00 | 0.00 | 0.00 | |
| 999-10360 | DUE FROM - COMMUNITY FACILITIES DISTRICTS | 0.00 | 0.00 | 0.00 | |
| 999-10370 | DUE FROM -COMMUNITY ENHANCEMENT DEV IMPA | 0.00 | 0.00 | 0.00 | |
| 999-10371 | DUE FROM - TRENCH CUT FUND | 0.00 | 0.00 | 0.00 | |
| 999-10372 | DUE FROM - IT RESERVE | 0.00 | 0.00 | 0.00 | |
| 999-10373 | DUE FROM - SELF-INSURANCE | 0.00 | 0.00 | 0.00 | |
| 999-10381 | DUE FROM -AB109 PUBLIC SAFETY | 0.00 | 0.00 | 0.00 | |
| 999-10382 | DUE FROM -ASSET FORFEITURE | 0.00 | 0.00 | 0.00 | |
| 999-10383 | DUE FROM -VEHICLE ABATEMENT | 0.00 | 0.00 | 0.00 | |
| 999-10384 | DUE FROM -SUPPLEMENTAL LAW ENFORCEMENT SEF | (507.70) | (34.80) | (542.50) | |
| 999-10385 | DUE FROM -FEDERAL FUNDED OFFICER FUND | 0.00 | 0.00 | 0.00 | |
| 999-10390 | DUE FROM-98-EDBG-605 BUSINESS ASSISTANCE | 0.00 | 0.00 | 0.00 | |
| 999-10391 | DUE FROM -96-EDBG-438 | 0.00 | 0.00 | 0.00 | |
| 999-10392 | DUE FROM -94-STBG-799 HOUSING REHAB | 0.00 | 0.00 | 0.00 | |
| 999-10393 | DUE FROM -HOME PROGRAM GRANT FTHBS | 0.00 | 0.00 | 0.00 | |
| 999-10395 | DUE FROM -CalHOME REHAB | 0.00 | 0.00 | 0.00 | |
| 999-10410 | DUE FROM -LOCAL TRANSPORTATION | 0.00 | 0.00 | 0.00 | |
| 999-10415 | DUE FROM-LOCAL TRANSPORTATION NON MOTORIZI | 0.00 | 0.00 | 0.00 | |
| 999-10420 | DUE FROM-TRANSPORTATION STREET PROJECTS | (771.25) | 771.25 | 0.00 | |
| 999-10425 | DUE FROM-PUBLIC WORKS STREET PROJECTS - CDBG | (5,025.28) | (4,240.62) | (9,265.90) | |
| 999-10450 | DUE FROM -STORM DRAIN DEV IMPACT FEE | 0.00 | 0.00 | 0.00 | |
| 999-10451 | DUE FROM -PUBLIC FACILITY DEV IMPACT FEE | 0.00 | 0.00 | 0.00 | |
| 999-10452 | DUE FROM -PUBLIC FACILITY STREETS DEV IMPACT FE | 0.00 | 0.00 | 0.00 | |
| 999-10453 | DUE FROM -PARK DEV IMPACT FEE | 0.00 | 0.00 | 0.00 | |
| 999-10454 | DUE FROM -PARKLAND IN LIEU | 0.00 | 0.00 | 0.00 | |
| 999-10510 | DUE FROM -WATER/SEWER DEPOSIT | 0.00 | 0.00 | 0.00 | |
| 999-10520 | DUE FROM -RDA SUCCESSOR AGENCY | 0.00 | 0.00 | 0.00 | |
| 999-10521 | DUE FROM -RDA FIX ASSETS | 0.00 | 0.00 | 0.00 | |
| 999-10522 | DUE FROM - DISABILITY ACCESS AND EDUCATION | 0.00 | (8.40) | (8.40) | |
| 999-10530 | Due from - Brittany Wood | (3,862.08) | (1,004.85) | (4,866.93) | |
| TOTAL DUE FROM OTHER FUNDS | | (948,459.18) | 260,578.38 | (687,880.80) | |
| ACCOUNTS PAYABLE | | | | | |
| 999-20199 | ACCOUNTS PAYABLE | 948,459.18 | (260,578.38) | 687,880.80 | |
| TOTAL ACCOUNTS PAYABLE | | 948,459.18 | (260,578.38) | 687,880.80 | |
| | | | | | |
| AP Pending | 672,272.20 | AP Pending | 672,272.20 | Due From Other Funds | 687,880.80 |
| Due From Other Funds | 687,880.80 | Accounts Payable | 687,880.80 | Accounts Payable | 687,880.80 |
| Difference | (15,608.60) | Difference | (15,608.60) | Difference | 0.00 |

CITY OF HUGHSON - CAPITAL PROJECTS
Fiscal Year 2020-2021-Final Budget

| FUND | DEPT | Description | Expense Acct # | Cost | Description |
|--------------------------------------|------|---------------------------------------|-------------------|---------------------|-----------------------------|
| Capital - Equipment/Buildings | | | | | |
| 240 | 2410 | Smart Water Meter Replacement Project | 70055 | \$ 225,000 | Smart Water Meter Radios |
| 240 | 2410 | Cameras | 70050 | \$ 21,000 | Camera System-Well 8 |
| 210 | 2120 | Cameras | 70055 | \$ 27,000 | Cameras at WWTP |
| 451 | 7000 | Cameras | 61010 | \$ 20,000 | Cameras City Hall/Corp Yard |
| Total | | | | \$ 293,000 | |
| Capital - Projects | | | | | |
| 255 | 7000 | Well #9-Phase 3 and 4 | 71030 | \$ 5,824,000 | |
| 420 | 8000 | Whitmore Ave. Crosswalk | 80020 | \$ 564,680 | |
| 425 | 8000 | Walker Lane | 80580 | \$ 435,362 | |
| Total | | | | \$ 6,824,042 | |
| GRAND TOTAL CAPITAL | | | | \$ 7,117,042 | |

City of Hughson
Transfer Table 2020-2021-FINAL BUDGET

| Transfer In | | Transfer Out | |
|--|------------------|--|------------------|
| 49010 | | 66000 | |
| Fund | Fund | | |
| 100 General Fund | 202,087 | 383 Vehicle Abatement | 14,400 |
| | | 320 Gas Tax - 2103 | 3,600 |
| | | 520 RDA | 96,000 |
| | | 323 Gas Tax - 2107 | 25,000 |
| | | 321 Gas Tax - 2105 | 17,000 |
| | | 324 Gas Tax - 2107.5 | 1,000 |
| | | 280 Samaritans Center | 7,620 |
| | | 530-542 Landscape Lighting Dis | 21,121 |
| | | 550-554 Benefit Assess District | 14,846 |
| | | 560 Comm Fac District | 1,500 |
| | 202,087 | | 202,087 |
| 270 Community Senior Center | 7,500 | 100 General Fund | 7,500 |
| 372 IT Replacement | 15,000 | 100 General Fund | 5,000 |
| | | 210 Sewer M & O | 5,000 |
| | | 240 Water | 5,000 |
| 225 WWTP Expansion | 847,562 | 210 Sewer M & O | 847,562 |
| 225 WWTP Expansion | 221,306 | 210 Sewer M & O | 221,306 |
| 215 Sewer Fixed Asset Replacement | 284,850 | 210 Sewer M & O | 284,850 |
| 255 Water Fixed Asset Replacement | 185,482 | 240 Water | 185,482 |
| | 1,561,700 | | 1,561,700 |
| Total Transfers | 1,763,787 | | 1,763,787 |
| 100 General Fund | 402,000 | 210-2110-61020 Administrative Ser | 238,000 |
| | | 240-2410-61020 | 164,000 |
| | 402,000 | | 402,000 |

Often, one Fund will provide service to another Fund. The General Fund provides administrative service to various funds, such as Water, Sewer, Gas Tax, BAD, LLD. These transfers cover the costs of Staff support (such as the Finance Department, Administration, etc.) to administer the programs. Transfers are made to the IT Fund (372) from the General, Water and Sewer Fund. These transfers are to build up a reserve to fund future IT needs. In addition, a portion of the funds collected from User fees (Sewer, Water) covers future asset replacement - via depreciation costs.

**City of Hughson - Salary / Benefit Cost
Final 2020-2021**

| | Annual Salary | PERS | Medicare | SUI | Health | Life | Dental | Vision | WC | Def Comp | Total Benefits | Total Costs |
|--|------------------|----------------|---------------|----------------|----------------|---------------|---------------|----------------|------------------|--------------|-------------------|------------------|
| 100-1005 Legislative | 15,600 | - | 1,193 | - | - | - | - | - | - | - | - | - |
| 100-1010 City Manager | 132,497 | 9,688 | 1,921 | 434 | 11,282 | 1,048 | 600 | 200 | 4,590 | 2,506 | 1,193 | 16,793 |
| 100-1035 City Clerk | 32,685 | 2,527 | 474 | 217 | 4,433 | 309 | 663 | 250 | 765 | 300 | 32,269 | 164,766 |
| 100-1025 Finance | 185,924 | 16,645 | 2,696 | 1,081 | 28,783 | 1,876 | 2,730 | 785 | 1,530 | 1,296 | 9,937 | 42,622 |
| 100-9999 PERS - Liability | - | 95,416 | - | - | - | - | - | - | - | - | 57,421 | 243,345 |
| 100-1015 City Treasurer | 1,200 | - | 92 | - | - | - | - | - | - | - | 95,416 | 95,416 |
| 100-1060 Bldgs & Grounds | 20,540 | 2,384 | 298 | 152 | 4,831 | 193 | 453 | 115 | 1,530 | 120 | 92 | 1,292 |
| 100-1065 Parks & Rec | 31,735 | 3,441 | 460 | 239 | 8,246 | 301 | 816 | 200 | 2,295 | 195 | 10,076 | 30,616 |
| 100-1040 Planning/Bldg | 145,272 | 11,965 | 2,229 | 1,085 | 29,700 | 1,102 | 3,330 | 750 | 2,295 | 600 | 16,193 | 47,927 |
| 100-1045 Police | - | 74,560 | - | - | - | - | - | - | - | - | 53,055 | 198,327 |
| 100-1055 Public Wrks Adm | 30,780 | 2,380 | 446 | 152 | 6,930 | 241 | 777 | 175 | 2,295 | 210 | 74,560 | 74,560 |
| 100-1070 Street Maint | 51,172 | 4,993 | 742 | 391 | 17,626 | 473 | 1,998 | 450 | 7,650 | 330 | 13,606 | 44,386 |
| Total General Fund | 647,405 | 223,998 | 10,551 | 3,750 | 111,830 | 5,542 | 11,366 | 2,925 | 22,950 | 5,557 | 398,469 | 1,045,874 |
| 210-2110 Sewer M & O | 210,026 | 51,621 | 3,045 | 1,332 | 53,915 | 1,854 | 6,063 | 1,280 | 19,125 | 1,248 | 139,484 | 349,509 |
| 210-2120 WWTP | 74,142 | 22,541 | 1,075 | 412 | 18,810 | 614 | 2,109 | 475 | 8,415 | 360 | 54,812 | 128,953 |
| 240-2410 Water M & O | 244,823 | 61,984 | 3,550 | 1,601 | 66,389 | 2,231 | 7,461 | 1,475 | 17,595 | 1,416 | 163,703 | 408,525 |
| 340 LLD District | 27,059 | 3,598 | 392 | 195 | 4,768 | 255 | 351 | 105 | 6,120 | 150 | 15,934 | 42,993 |
| 350 BAD District | 12,219 | 1,492 | 177 | 87 | 2,407 | 113 | 201 | 55 | 2,295 | 75 | 6,901 | 19,121 |
| Total Other Funds | 568,268 | 141,236 | 8,240 | 3,628 | 146,289 | 5,067 | 16,185 | 3,390 | 53,550 | 3,249 | 380,834 | 949,102 |
| 1,215,673 | 365,234 | 18,791 | 7,378 | 258,119 | 10,609 | 27,551 | 8,806 | 779,303 | 1,994,976 | | | |
| PERS Unfunded Liability Costs - \$170,386 Distributed between Water, Sewer and General Funds | | | | | | | | | | | | |
| 2014-15 Totals - Budget | 888,577 | 244,756 | 14,116 | 6,510 | 218,805 | 8,331 | 18,648 | 3,276 | 61,997 | 6,000 | 582,439 | 1,471,016 |
| 2015-16 Totals - Budget | 983,917 | 270,795 | 15,498 | 6,510 | 259,971 | 9,029 | 27,655 | 4,124 | 60,936 | 7,200 | 661,718 | 1,645,635 |
| 2016-17 Totals - Budget | 1,025,033 | 278,877 | 16,091 | 7,378 | 265,475 | 9,457 | 28,015 | 4,392 | 75,982 | 9,036 | 684,703 | 1,709,736 |
| 2017-18 Totals - Budget | 1,071,782 | 284,032 | 16,995 | 7,379 | 249,009 | 9,559 | 27,983 | 6,608 | 78,771 | 9,013 | 689,348 | 1,761,131 |
| 2018-19 Totals - Budget | 1,119,827 | 346,768 | 17,655 | 7,378 | 260,025 | 10,756 | 30,744 | 8,786 | 80,700 | 8,969 | 771,781 | 1,891,608 |
| 2019-20 Totals - Budget | 1,232,021 | 372,580 | 20,343 | 7,378 | 237,492 | 11,817 | 26,340 | 8,246 | 97,398 | 9,346 | 790,940 | 2,022,961 |

CITY OF HUGHSON

OUTSTANDING DEBT SERVICE

FY 2020-2021 FINAL BUDGET

| Debt Issuance | Interest Rate | Original Principal | Year Issued | Outstanding Principal | Outstanding Interest | Annual Payment Amount | Due Thru |
|--|---------------|--------------------|-------------|-----------------------|----------------------|--|----------|
| RDA Refunding & Capital projects (Bond payable from Tax Increment) | 2.00% | \$ 2,660,000 | 2016 | \$ 2,285,000 | \$ 865,150 | Principal \$ 105,000 Interest \$ 81,450 Total: \$186,450 | 2036 |
| Water Tank Project Loan (Loan payable from revenues of the water system) | 3.40% | \$ 2,400,000 | 2006 | \$ 934,394 | \$ 106,442 | Principal \$142,908 Interest \$ 30,565 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 | \$ 3,321,671 | \$ 500,185 | Principal \$367,896 Interest \$109,836 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 \$1,146,667 Interest \$ 111,470 Total: \$ 591,136 | 2030 |
| STATE WATER RESOURCE BOARD SRF LOAN WWTP Expansion Project (Loan payable from revenues of the WWTP and Sewer Revenues) - AMENDED | 1% | | 2021 | \$ 11,147,044 | \$ 1,266,815 | Principal \$ 479,666 Interest \$ 111,470 Total: \$ 591,136 | 2041 |
| California DWSRF LOAN (Well 7 Replacement) - AMENDED | 0% | \$ 3,327,753 | 2021 | \$ - | - | Principal \$ 0 Interest \$ 0 Total: \$ 17,688,109 | 2050 |
| Total Principal | | | | \$ 17,688,109 | | | |
| Total Interest | | \$ 36,039,542 | | | \$ 2,738,592 | | |
| FY 20-21 Debt Payments | | | | | | \$ 1,428,791.00 | |

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-64**

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

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

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

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

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

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

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

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

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

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

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

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

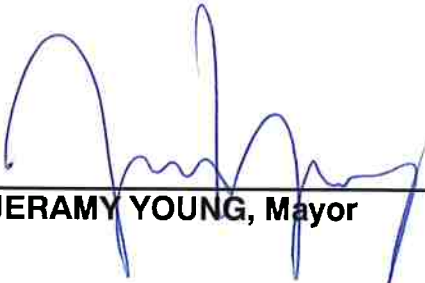
PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on October 12, 2020 by the following roll call vote:

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

NOES: NONE.

ABSTENTION: NONE.

ABSENT: NONE.



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-66**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
AMENDMENT #1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH
CAROLLO ENGINEERING, INC., FOR SERVICES RELATED TO WASTEWATER
FLOWS AND SEWER INFRASTRUCTURE**

WHEREAS, on September 23, 2019, the Hughson City Council approved the Professional Service Agreement with Carollo Engineering, Inc., for services related to wastewater flows and sewer infrastructure, which commenced on September 24, 2019, was executed; and

WHEREAS, the agreement identified the Scope of Services and the Approved Fee Schedule identified as Exhibit A; and

WHEREAS, the Agreement identifies that the City shall have the right to request changes in the Scope of Services and that any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to the Agreement; and

WHEREAS, City and Consultant now desire to amend the Scope of Services and the Approved Fee Schedule to include Exhibit C, which contains two additional tasks and a not to exceed fee of \$7,000.

WHEREAS, all provisions of the agreement, except for the addition of Exhibit C, are to remain per the original Professional Services Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby approve the First Amendment to the Professional Service Agreement with Carollo Engineering, Inc., attached hereto as Attachment "2".

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 9th day of November 2020, by the following roll call vote:

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

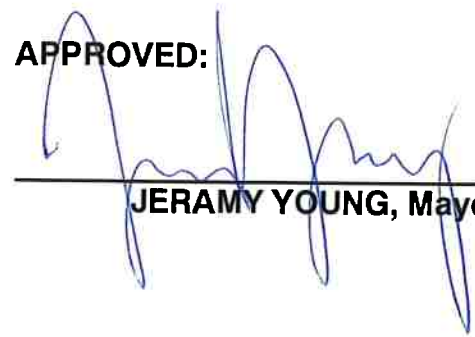
NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.

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APPROVED:

A handwritten signature in blue ink, appearing to read 'Jeramy Young', is written over a horizontal line.

JERAMY YOUNG, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read 'Ashton Gose', is written above a horizontal line.

ASHTON GOSE, Deputy City Clerk

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to the Professional Services Agreement ("First Amendment") is made effective November 9, 2020. The parties are identified in the Recitals below.

RECITALS

- A. Effective September 24, 2019, the City of Hughson, a California municipal corporation ("City") and Carollo Engineering, Inc., a corporation ("Consultant") entered into a Professional Services Agreement ("Agreement"), a true and correct copy is attached hereto as Attachment 1.
- B. Section 1.1 identifies that "Scope of Services" means the professional services are generally set forth in Consultant's August 26, 2019 proposal attached hereto as Exhibits A.
- C. Section 1.2 identifies that "Approved Fee Schedule" means the compensation rates are set forth in "Fees Estimate" of Consultant's August 2019 Wastewater Flow Evaluation attached within Exhibit A.
- D. Section 3.1 identifies that the City shall have the right to request, in writing, changes in the Scope of Services and that any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- E. City and Consultant now desire to amend the Scope of Services and the Approved Fee Schedule to include Exhibit C which contains two additional tasks and a not to exceed fee of \$7,000.

NOW, THEREFORE, the parties agree as follows:

FIRST: Section 1.1 of the Agreement is amended to read as follows effective November 9, 2020:

"1.1 "Scope of Services" means the professional services as are generally set forth in Consultant's August 26, 2019 proposal to City attached hereto as Exhibits A and Consultant's October 19, 2020 proposal to City attached hereto as Exhibit C."

SECOND: Section 1.2 is amended to read as follows effective November 9, 2020:

"1.2 "Approved Fee Schedule" means the compensation rates as are set forth in "Fee Estimate" of Consultant's August 2019 Wastewater Flow Evaluation attached within Exhibit A and Consultant's October 19, 2020 proposal to City attached within Exhibit C."

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

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

"City"

City of Hughson

By: Merry Mayhew
Merry Mayhew, City Manager

Date: 11/13/2020

"Consultant"

Carollo Engineers, Inc.

By: [Signature]
Tim Loper, Senior Project Manager |
Vice President

Date: 10/26/2020

Attest:

By: [Signature]
Ashton Gose, Deputy City Clerk

Approved as to form:

By: [Signature]
Daniel J. Schroeder, City Attorney

Date: 10/26/2020

October 19, 2020

Mrs. Merry Mayhew
City of Hughson
P.O. Box 9
Hughson, CA 95326

EXHIBIT C

Subject: Wastewater Flow Evaluation – Contract Amendment for Additional Services

Dear Mrs. Mayhew

As you are aware, Carollo Engineers, Inc (Carollo), completed a wastewater flow evaluation for the City of Hughson (City) to determine if the flows currently tributary to the Industrial sewer trunk in Tully road can be conveyed in the parallel residential trunk. Carollo completed that analysis and submitted a Final Report detailing the findings and develop recommended projects. The City is actively moving forward with the project recommendations. Carollo has been asked to assist the development of the project basis of design by assisting with the following tasks. The Contract executed on the 18th of October, 2019 shall be amended to include the following scope items and the associated fee estimate.

Review CCTV Inspection Data

Carollo will review the CCTV inspection data provide by the City and make recommendations on condition mitigation projects related to the industrial and domestic sewers in Tully road. Carollo will summarize the findings of the CCTV inspections relative to the sewers in the City's system.

Conceptual Project Development

Carollo will work with the City's contracted City Engineer to develop a sewer system survey plan to capture pipeline sizes, flow line elevations, spatial locations, and other pertinent information required for the conceptual project definition. Carollo will use the data collected as part of the survey to further develop the project recommendations defined in the Wastewater Flow Evaluation. Carollo will develop figures illustrating the system modifications and the project recommendations to be used as the basis for the final project design.

Estimated Fee

Carollo will complete the tasks above for a not to exceed fee of seven thousand dollars (\$7,000). This will increase the total contract value to fifty thousand, eight hundred dollars (\$50,800).

Sincerely,

CAROLLO ENGINEERS, INC.



Danielle Orgill, P.E.
Project Manager

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-67**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AWARDING
THE WELL NO. 7 REPLACEMENT PROJECT, PHASE IV BID TO GATEWAY PACIFIC
CONSTRUCTION IN THE AMOUNT OF \$7,895,716, AUTHORIZING A 10%
CONSTRUCTION CONTINGENCY AS WELL AS A 10% SET-ASIDE FOR
CONSTRUCTION MANAGEMENT AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE FINAL CONSTRUCTION CONTRACT WITH THE RESPONSIBLE LOW
BIDDER**

WHEREAS, the Well No. 7 replacement Project, Phase IV was competitively bid pursuant to Public Contract Code §22032(c); and

WHEREAS, bids were opened on September 17, 2020 and the responsible low bidder was Gateway Pacific Construction with a bid of \$7,895,716; and

WHEREAS, a 10% construction contingency as well as a 10% construction management set-aside is needed for the project budget; and

WHEREAS, funding for the project is available through the California Safe Drinking Water State Revolving Fund in the form of a \$8.3 million grant for Phase I, II, III and a portion of Phase IV, and a new agreement for a new grant of \$9.62 million dollars and a 1.4% interest loan for \$3.2 million dollars. The funding will be included in the City of Hughson's Fiscal Year 2020-2021 Budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby award the Well 7 Replacement Project, Phase IV to lowest responsible bidder, Gateway Pacific Construction in the amount of \$7,895,716, authorizes a 10% construction contingency as well as a 10% set-aside for construction management, and authorizes the City Manager to execute the final construction contract for the project with the lowest responsible bidder inclusive of any final edits by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 9th day of November 2020 by the following roll call vote:

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

NOES: NONE.

ABSTENTIONS: NONE.


ABSENT: NONE.

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APPROVED

JERAMY YOUNG Mayor

ATTEST:


ASHTON GOSE, Deputy City Clerk

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-68**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON DIRECTING
THE FINANCE DEPARTMENT TO PAY OFF THE MUNICIPAL FINANCE
CORPORATION LOAN**

WHEREAS, on June 24, 2019 the City Council requested that staff have the 2009 Sewer Rate Study updated to account for the significant decrease in the Sewer Operating Fund annual revenue due to the loss of a large rate payer; and

WHEREAS, on February 24, 2020 the City Council authorized the City Manager to execute a professional services agreement with Bartle Wells Associates to complete a Sewer Rate Study; and

WHEREAS, Bartle Wells Associates developed the Hughson Rate Study 2020 and presented it to Council with four potential scenarios on November 9, 2020; and

WHEREAS, Bartle Wells and staff recommend Option A, which does not identify a rate decrease or a rate increase for the next 10 years; and

WHEREAS, Option A also suggests paying off the Municipal Finance Corporation loan that has a payoff amount of approximately \$3,197,350 which will save the City approximately \$443,716 in interest payments if the loan is paid off this fiscal year; and

WHEREAS, the Finance Department stated that there is money available in the Sewer Fund to pay off this loan balance.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson directs the Finance Department to pay off the Municipal Finance Corporation Loan per Option A of the Bartle Wells Associates Hughson Rate Study 2020.

PASSED AND ADOPTED by the Hughson City Council at a regular meeting thereof, held on November 9, 2020, by the following vote:

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

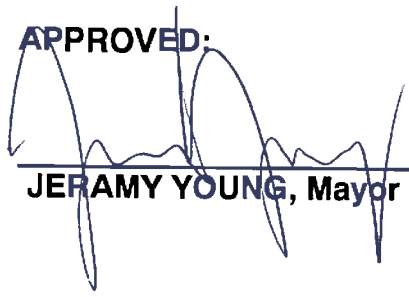
NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.

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APPROVED:



JERAMY YOUNG, Mayor

ATTEST:



ASHTON GOSE, Deputy City Clerk

**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:

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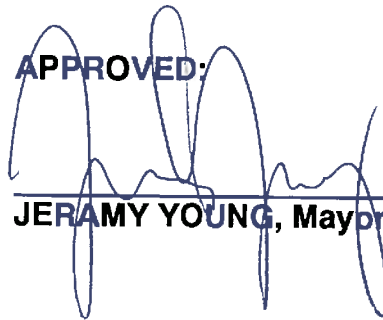
AYES: MAYOR YOUNG, BAWANAN, HILL, BUCK, CARR

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.

APPROVED:

A handwritten signature in blue ink, appearing to read 'Jeramy Young', written over a horizontal line.

JERAMY YOUNG, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read 'Ashton Gose', written over a horizontal line.

ASHTON GOSE, Deputy City Clerk

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.

APPROVED:


JERAMY YOUNG, Mayor

ATTEST:


ASHTON GOSE, Deputy City Clerk

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-71**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
DECLARING THE RESULTS OF THE CONSOLIDATED GENERAL MUNICIPAL
ELECTION HELD ON TUESDAY, NOVEMBER 3, 2020**

WHEREAS, the Consolidated General Municipal Election was held and conducted on November 3, 2020 as required by law, for the purpose of electing a Mayor for a two (2) year term and two (2) persons to the City Council for a four (4) year term and submitting to the voters a question relating to the term of office for the mayor's position; and

WHEREAS, the Notice of Election was given in time, form, and a manner as provided by law; that the voting precincts were properly established; that election officers were appointed and that in all respects, the election was held and conducted and the votes were cast, received, and canvassed, and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Stanislaus County Elections Office canvassed the returns of the election and has certified the results to this City Council; the results are received, attached, and made a part hereof as "Exhibit A – Certificate of Facts and Certified Statement of the Vote for Stanislaus County."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby declare, determine, and order as follows:

Section 1: That the names and number of votes cast in favor of persons voted for at the election for Member of the City Council are as follows:

| <u>MAYOR CANDIDATES</u> | <u>VOTES</u> |
|---|---------------------|
| Jeramy Young | 2773 |
| <u>COUNCIL MEMBER CANDIDATES</u> | <u>VOTES</u> |
| Samuel T. Rush Jr. | 1601 |
| Ramon Bawanan | 1461 |
| Michael Buck | 1349 |

Section 2: That the whole number of votes cast in the City of Hughson of the 4,047 registered voters is 3,335, a percentage turnout of 81.86%; and

Section 3: That the City Council of the City of Hughson does declare and determine that: Jeramy Young was elected as Mayor for a two-year term, and that Samuel T. Rush Jr. and Ramon Bawanan were elected as Council Members for a four-year term, all commencing on December 14, 2020; and

Section 4: That the Deputy City Clerk, as the elections official, shall immediately sign and deliver to each person elected a Certificate of Election and administer to each person elected the Oath of Office prescribed in the California Constitution; and

Section 5: That "Measure V" was submitted to the known qualified electors of the City of Hughson at the Presidential General Election held on November 3, 2020; and

Section 6: That the measure and number of votes cast in favor of the measure voted for at the election for "Measure V" are as follows:

| <u>MEASURE V</u> | <u>YES VOTES:</u> | <u>NO VOTES:</u> |
|---|-------------------|------------------|
| Shall the term of office be four years? | 1777 | 1378 |

Section 7: That the number of votes cast in favor of the measure meet the passage requirement of majority (50% + 1); and

Section 8: That the change to the term of office for the mayor will be effective at the next succeeding general municipal election; and

Section 5: That the Deputy City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

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

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.

APPROVED:



GEORGE CARR, Mayor Pro Tem

ATTEST:



Ashton Gose, Deputy City Clerk



OFFICE OF COUNTY CLERK-RECORDER

DONNA LINDER
County Clerk-Recorder, Registrar of Voters &
Commissioner of Civil Marriage

REGISTRAR OF VOTERS
ELECTIONS DIVISION:
1021 "I" Street, Suite 101, Modesto, CA 95354
Telephone: 209.525.5200
Facsimile: 209.525.5802

STATE OF CALIFORNIA }
County of Stanislaus } ss.

CERTIFICATE OF FACTS

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "V"** was submitted to the known qualified electors of the **CITY OF HUGHSON** at the Presidential General Election held on November 3, 2020.


The results of the Official Canvass conducted by this office are as follows:

| <u>YES VOTES</u> | <u>NO VOTES</u> |
|-------------------------|------------------------|
| 1,777 | 1,378 |

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23rd day of November 2020.





Donna Linder
County Clerk-Recorder & Registrar of Voters
County of Stanislaus
State of California



STATEMENT OF THE VOTE

FOR

STANISLAUS COUNTY

STATE OF CALIFORNIA

-CAST AT THE-

PRESIDENTIAL GENERAL ELECTION

-HELD-

TUESDAY, NOVEMBER 3, 2020

STATE OF CALIFORNIA

COUNTY OF STANISLAUS


} ss.

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters for the County of Stanislaus, State of California, in accordance with the provisions of Section 15301 of the California Elections Code, do hereby certify that the within is a true and correct statement of result of the votes cast in this county at the Presidential General Election as determined by the official canvass of the returns of said election.

Witness my hand and seal, this 23rd day of November 2020.



County Seal


Donna Linder
County Clerk-Recorder & Registrar of Voters
County of Stanislaus
State of California



OFFICE OF COUNTY CLERK-RECORDER

DONNA LINDER
County Clerk-Recorder, Registrar of Voters &
Commissioner of Civil Marriage

REGISTRAR OF VOTERS
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1021 "I" Street, Suite 101, Modesto, CA 95354
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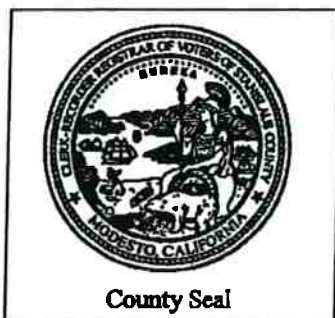
**CERTIFICATION OF
STANISLAUS COUNTY CLERK-RECORDER
& REGISTRAR OF VOTERS
OF THE RESULTS OF THE CANVASS OF THE
NOVEMBER 3, 2020 PRESIDENTIAL GENERAL ELECTION**

STATE OF CALIFORNIA
COUNTY OF STANISLAUS

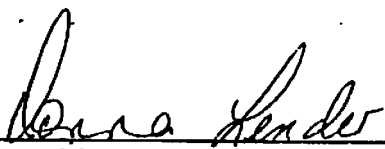
} ss.

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters for the County of Stanislaus, State of California, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the Presidential General Election held in said County on November 3, 2020, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast to which this certificate is attached, is full, true and correct.

I hereby set my hand and official seal this 23rd day of November 2020 at the County of Stanislaus.



County Seal


Donna Linder
County Clerk-Recorder & Registrar of Voters
County of Stanislaus
State of California



OFFICE OF COUNTY CLERK-RECORDER

DONNA LINDER
County Clerk-Recorder, Registrar of Voters &
Commissioner of Civil Marriage

REGISTRAR OF VOTERS
ELECTIONS DIVISION:
1021 "I" Street, Suite 101, Modesto, CA 95354
Telephone: 209.525.5200
Facsimile: 209.525.5802

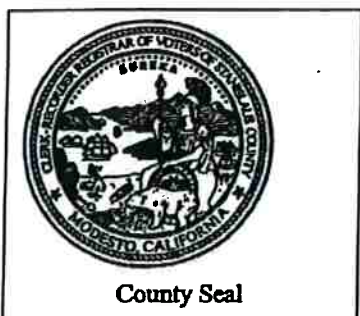
HELP AMERICA VOTE ACT OF 2002
CERTIFICATION OF ELECTIONS OFFICIAL

STATE OF CALIFORNIA
COUNTY OF STANISLAUS

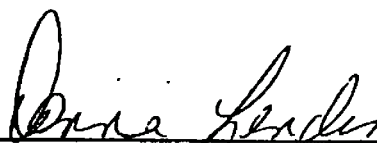
} ss.

Pursuant to the statewide voter registration list requirements set forth in the Help America Vote Act of 2002 (HAVA) 52 U.S.C. § 21083), I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters for the County of Stanislaus, State of California, hereby certify that I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the Presidential General Election held on the 3rd day of November 2020, in the County of Stanislaus, State of California, and all elections consolidated therewith.

I hereby set my hand and official seal this 23rd day of November 2020, in the County of Stanislaus.



County Seal


Donna Linder
County Clerk-Recorder & Registrar of Voters
County of Stanislaus
State of California

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November 3, 2020 General

Stanislaus County

OFFICIAL BALLOTS

General Election

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Official Results

Registered Voters
217517 of 279730 = 77.76%
Precincts Reporting
192 of 192 = 100.00%

President and Vice President - Vote for ONE Party

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 192 | 192 | 100.00% | 217,517 | 279,730 | 77.76% |

| Choice | Party | Mail Ballots | | Total | |
|---|-------|--------------|---------|---------|---------|
| Joseph R. Biden and Kamala D. Harris | DEM | 105,841 | 49.24% | 105,841 | 49.24% |
| Donald J. Trump and Michael R. Pence | REP | 104,145 | 48.45% | 104,145 | 48.45% |
| Jo Jorgensen and Jeremy "Spike" Cohen | LIB | 2,494 | 1.16% | 2,494 | 1.16% |
| Roque "Rocky" De La Fuente Guerra and Kanye Omar West | AI | 926 | 0.43% | 926 | 0.43% |
| Howie Hawkins and Angela Nicole Walker | GRN | 742 | 0.35% | 742 | 0.35% |
| Gloria La Riva and Sunil Freeman | PAF | 728 | 0.34% | 728 | 0.34% |
| Brian Carroll and Amar Patel (W) | | 62 | 0.03% | 62 | 0.03% |
| Jesse Ventura and Cynthia McKinney (W) | | 9 | 0.00% | 9 | 0.00% |
| Mark Charles and Adrian Wallace (W) | | 7 | 0.00% | 7 | 0.00% |
| Brock Pierce and Karla Ballard (W) | | 0 | 0.00% | 0 | 0.00% |
| Joseph Kishore and Norissa Santa Cruz (W) | | 0 | 0.00% | 0 | 0.00% |
| Cast Votes: | | 214,954 | 100.00% | 214,954 | 100.00% |
| Undervotes: | | 1,337 | | 1,337 | |
| Overvotes: | | 193 | | 193 | |
| Non-Qualified Write-Ins: | | 1,033 | | 1,033 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

United States Representative District 10 - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 192 | 192 | 100.00% | 217,517 | 279,730 | 77.76% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|---------|---------|
| Josh Harder | | 115,503 | 54.75% | 115,503 | 54.75% |
| Ted Howze | | 95,449 | 45.25% | 95,449 | 45.25% |
| Cast Votes: | | 210,952 | 100.00% | 210,952 | 100.00% |
| Undervotes: | | 6,544 | | 6,544 | |
| Overvotes: | | 21 | | 21 | |
| Non-Qualified Write-Ins: | | 0 | | 0 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

Presidential General Election
November 3, 2020
FINAL REPORT

001

November 3, 2020 General

Stanislaus County

OFFICIAL BALLOTS

General Election

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Official Results

Registered Voters

217,517 of 279,730 = 77.76%

Precincts Reporting

192 of 192 = 100.00%

Member of the State Assembly District 21 - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 82 | 82 | 100.00% | 72,103 | 99,571 | 72.41% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|--------|---------|
| Adam Gray | | 40,883 | 59.37% | 40,883 | 59.37% |
| Joel Gutierrez Campos | | 27,978 | 40.63% | 27,978 | 40.63% |
| Cast Votes: | | 68,861 | 100.00% | 68,861 | 100.00% |
| Undervotes: | | 3,239 | | 3,239 | |
| Overvotes: | | 3 | | 3 | |
| Non-Qualified Write-Ins: | | 0 | | 0 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

Judge of the Superior Court Office 5 - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 192 | 192 | 100.00% | 217,517 | 279,730 | 77.76% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|---------|---------|
| John R. Mayne | | 107,099 | 56.27% | 107,099 | 56.27% |
| Kenneth Hara | | 83,241 | 43.73% | 83,241 | 43.73% |
| Cast Votes: | | 190,340 | 100.00% | 190,340 | 100.00% |
| Undervotes: | | 26,133 | | 26,133 | |
| Overvotes: | | 32 | | 32 | |
| Non-Qualified Write-Ins: | | 1,012 | | 1,012 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

November 3, 2020 General

Stanislaus County

Official Results

OFFICIAL BALLOTS

General Election

Registered Voters

217517 of 279730 = 77.76%

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Precincts Reporting

192 of 192 = 100.00%

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Yosemite Community College District Trustee Area 3 - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 33 | 33 | 100.00% | 42,385 | 52,183 | 81.22% |

| Choice | Party | Mail Ballots | Total |
|--------------------------|-------|----------------|----------------|
| Milton Richards | | 15,009 41.23% | 15,009 41.23% |
| Bryan Rogers | | 14,901 40.93% | 14,901 40.93% |
| Sharokina Shams | | 6,495 17.84% | 6,495 17.84% |
| Cast Votes: | | 36,405 100.00% | 36,405 100.00% |
| Undervotes: | | 5,785 | 5,785 |
| Overvotes: | | 8 | 8 |
| Non-Qualified Write-Ins: | | 187 | 187 |
| Unresolved Write-Ins: | | 0 | 0 |

Yosemite Community College District Trustee Area 5 - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 29 | 29 | 100.00% | 32,103 | 40,471 | 79.32% |

| Choice | Party | Mail Ballots | Total |
|--------------------------|-------|----------------|----------------|
| Darin Gharat | | 16,493 59.99% | 16,493 59.99% |
| Rosalio Rubio | | 10,999 40.01% | 10,999 40.01% |
| Cast Votes: | | 27,492 100.00% | 27,492 100.00% |
| Undervotes: | | 4,505 | 4,505 |
| Overvotes: | | 1 | 1 |
| Non-Qualified Write-Ins: | | 105 | 105 |
| Unresolved Write-Ins: | | 0 | 0 |

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Official Results

Registered Voters

217517 of 279730 = 77.76%

Precincts Reporting

192 of 192 = 100.00%

Newman-Crows Landing Unified School District Governing Board Member - Area 1 - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 5 | 5 | 100.00% | 1,213 | 1,543 | 78.61% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|-------|---------|
| Janice P. Conforti | | 590 | 55.30% | 590 | 55.30% |
| Alfredo Esquivel | | 477 | 44.70% | 477 | 44.70% |
| Cast Votes: | | 1,067 | 100.00% | 1,067 | 100.00% |
| Undervotes: | | 140 | | 140 | |
| Overvotes: | | 0 | | 0 | |
| Non-Qualified Write-Ins: | | 6 | | 6 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

Turlock Unified School District Governing Board Member - Area 1 - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 8 | 8 | 100.00% | 5,154 | 6,374 | 80.86% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|-------|---------|
| Jose M. Sanchez | | 2,056 | 46.79% | 2,056 | 46.79% |
| Miranda Chalabi | | 1,628 | 37.05% | 1,628 | 37.05% |
| Jaimie Leigh Ellison | | 710 | 16.16% | 710 | 16.16% |
| Cast Votes: | | 4,394 | 100.00% | 4,394 | 100.00% |
| Undervotes: | | 727 | | 727 | |
| Overvotes: | | 2 | | 2 | |
| Non-Qualified Write-Ins: | | 31 | | 31 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

November 3, 2020 General

OFFICIAL BALLOTS

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Official Results

Registered Voters
217517 of 279730 = 77.76%

Precincts Reporting
192 of 192 = 100.00%

Keyes Union School District Governing Board Member - Area 4 - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 3 | 3 | 100.00% | 468 | 613 | 76.35% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|-------|---------|
| Mike Bernal | | 249 | 61.03% | 249 | 61.03% |
| Harinder Grewal | | 159 | 38.97% | 159 | 38.97% |
| Cast Votes: | | 408 | 100.00% | 408 | 100.00% |
| Undervotes: | | 48 | | 48 | |
| Overvotes: | | 0 | | 0 | |
| Non-Qualified Write-Ins: | | 7 | | 7 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

Salida Union School District Governing Board Member - Area 3 - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 1 | 1 | 100.00% | 1,470 | 1,877 | 78.32% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|-------|---------|
| Maria Elena Magana | | 910 | 67.81% | 910 | 67.81% |
| Dennis Thompson | | 432 | 32.19% | 432 | 32.19% |
| Cast Votes: | | 1,342 | 100.00% | 1,342 | 100.00% |
| Undervotes: | | 114 | | 114 | |
| Overvotes: | | 0 | | 0 | |
| Non-Qualified Write-Ins: | | 2 | | 2 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

November 3, 2020 General

Stanislaus County

Official Results

OFFICIAL BALLOTS

General Election

Registered Voters

217517 of 279730 = 77.76%

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Precincts Reporting

192 of 192 = 100.00%

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Supervisor - District 5 - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 25 | 25 | 100.00% | 35,218 | 48,867 | 72.07% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|--------|---------|
| Chance A. Condit | | 18,616 | 60.00% | 18,616 | 60.00% |
| Tom Hallinan | | 12,409 | 40.00% | 12,409 | 40.00% |
| Cast Votes: | | 31,025 | 100.00% | 31,025 | 100.00% |
| Undervotes: | | 3,978 | | 3,978 | |
| Overvotes: | | 4 | | 4 | |
| Non-Qualified Write-Ins: | | 211 | | 211 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

City of Ceres Mayor - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 8 | 8 | 100.00% | 16,471 | 22,749 | 72.40% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|--------|---------|
| Javier Lopez | | 8,753 | 55.83% | 8,753 | 55.83% |
| Bret Durossette | | 6,924 | 44.17% | 6,924 | 44.17% |
| Cast Votes: | | 15,677 | 100.00% | 15,677 | 100.00% |
| Undervotes: | | 684 | | 684 | |
| Overvotes: | | 4 | | 4 | |
| Non-Qualified Write-Ins: | | 43 | | 43 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

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Stanislaus County

OFFICIAL BALLOTS

General Election

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Official Results

Registered Voters
217517 of 279730 = 77.76%
Precincts Reporting
192 of 192 = 100.00%

City of Ceres Treasurer - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 8 | 8 | 100.00% | 16,471 | 22,749 | 72.40% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|--------|---------|
| Kayla Martinez | | 8,802 | 59.52% | 8,802 | 59.52% |
| Sopheap Dong-Carreon | | 5,986 | 40.48% | 5,986 | 40.48% |
| Cast Votes: | | 14,788 | 100.00% | 14,788 | 100.00% |
| Undervotes: | | 1,558 | | 1,558 | |
| Overvotes: | | 0 | | 0 | |
| Non-Qualified Write-Ins: | | 62 | | 62 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

City of Hughson Mayor - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 1 | 1 | 100.00% | 3,412 | 4,074 | 83.75% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|-------|---------|
| Jeremy Young | | 2,773 | 100.00% | 2,773 | 100.00% |
| Cast Votes: | | 2,773 | 100.00% | 2,773 | 100.00% |
| Undervotes: | | 453 | | 453 | |
| Overvotes: | | 0 | | 0 | |
| Non-Qualified Write-Ins: | | 173 | | 173 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

November 3, 2020 General

Stanislaus County

Official Results

OFFICIAL BALLOTS

General Election

Registered Voters

217517 of 279730 = 77.76%

Precincts Reporting

192 of 192 = 100.00%

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City of Modesto Member, City Council - District 1 - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 8 | 8 | 100.00% | 15,023 | 19,093 | 78.68% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|--------|---------|
| Rosa Escutia-Braaton | | 5,481 | 42.39% | 5,481 | 42.39% |
| Jennifer Hidalgo | | 4,436 | 34.31% | 4,436 | 34.31% |
| John Lane Gunderson | | 1,827 | 14.13% | 1,827 | 14.13% |
| Amin Vohra | | 1,186 | 9.17% | 1,186 | 9.17% |
| Cast Votes: | | 12,930 | 100.00% | 12,930 | 100.00% |
| Undervotes: | | 1,916 | | 1,916 | |
| Overvotes: | | 4 | | 4 | |
| Non-Qualified Write-Ins: | | 90 | | 90 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

City of Modesto Member, City Council - District 3 - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 10 | 10 | 100.00% | 16,103 | 20,571 | 78.28% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|--------|---------|
| Chris Ricci | | 5,179 | 35.04% | 5,179 | 35.04% |
| Janice E. Keating | | 5,004 | 33.86% | 5,004 | 33.86% |
| Jim Applegate | | 4,597 | 31.10% | 4,597 | 31.10% |
| Cast Votes: | | 14,780 | 100.00% | 14,780 | 100.00% |
| Undervotes: | | 1,198 | | 1,198 | |
| Overvotes: | | 1 | | 1 | |
| Non-Qualified Write-Ins: | | 48 | | 48 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

November 3, 2020 General

OFFICIAL BALLOTS

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Stanislaus County

General Election

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Official Results

Registered Voters
217517 of 279730 = 77.76%

Precincts Reporting
192 of 192 = 100.00%

City of Newman Member, City Council - Vote for no more than TWO

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 2 | 2 | 100.00% | 4,046 | 5,290 | 76.48% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|-------|---------|
| John Pimentel | | 2,237 | 45.51% | 2,237 | 45.51% |
| Laroy McDonald | | 1,822 | 37.07% | 1,822 | 37.07% |
| Walter Stead Walte III | | 856 | 17.42% | 856 | 17.42% |
| Cast Votes: | | 4,915 | 100.00% | 4,915 | 100.00% |
| Undervotes: | | 3,126 | | 3,126 | |
| Overvotes: | | 3 | | 3 | |
| Non-Qualified Write-Ins: | | 45 | | 45 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

City of Newman Treasurer - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 2 | 2 | 100.00% | 4,046 | 5,290 | 76.48% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|-------|---------|
| Mary M. Moore | | 3,451 | 100.00% | 3,451 | 100.00% |
| Cast Votes: | | 3,451 | 100.00% | 3,451 | 100.00% |
| Undervotes: | | 537 | | 537 | |
| Overvotes: | | 1 | | 1 | |
| Non-Qualified Write-Ins: | | 57 | | 57 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

November 3, 2020 General

Stanislaus County

OFFICIAL BALLOTS

General Election

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Official Results

Registered Voters
217517 of 279730 = 77.76%
Precincts Reporting
192 of 192 = 100.00%

City of Oakdale Treasurer - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 5 | 5 | 100.00% | 11,032 | 13,208 | 83.53% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|-------|---------|
| Maria L. Wilson | | 8,643 | 100.00% | 8,643 | 100.00% |
| Cast Votes: | | 8,643 | 100.00% | 8,643 | 100.00% |
| Undervotes: | | 2,176 | | 2,176 | |
| Overvotes: | | 0 | | 0 | |
| Non-Qualified Write-Ins: | | 157 | | 157 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

City of Patterson Mayor - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 3 | 3 | 100.00% | 8,256 | 10,822 | 76.29% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|-------|---------|
| Dennis McCord | | 4,084 | 52.64% | 4,084 | 52.64% |
| Mark W. Miles | | 2,060 | 26.55% | 2,060 | 26.55% |
| David Keller | | 1,614 | 20.80% | 1,614 | 20.80% |
| Cast Votes: | | 7,758 | 100.00% | 7,758 | 100.00% |
| Undervotes: | | 459 | | 459 | |
| Overvotes: | | 5 | | 5 | |
| Non-Qualified Write-Ins: | | 34 | | 34 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

November 3, 2020 General

Stanislaus County

OFFICIAL BALLOTS

General Election

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Run Date 11/23/2020

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Official Results

Registered Voters

217517 of 279730 = 77.76%

Precincts Reporting

192 of 192 = 100.00%

City of Riverbank Member, City Council - District 2 - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 1 | 1 | 100.00% | 2,181 | 2,930 | 74.44% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|-------|---------|
| Rachel Hernandez | | 1,437 | 71.17% | 1,437 | 71.17% |
| Cindy Fosi | | 582 | 28.83% | 582 | 28.83% |
| Cast Votes: | | 2,019 | 100.00% | 2,019 | 100.00% |
| Undervotes: | | 151 | | 151 | |
| Overvotes: | | 0 | | 0 | |
| Non-Qualified Write-Ins: | | 11 | | 11 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

City of Turlock Member, City Council - District 2 - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 3 | 3 | 100.00% | 4,948 | 7,116 | 69.53% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|-------|---------|
| Rebecka Monez | | 2,278 | 49.77% | 2,278 | 49.77% |
| Gil Esquer | | 1,284 | 28.05% | 1,284 | 28.05% |
| Ruben T. Wegner | | 1,015 | 22.18% | 1,015 | 22.18% |
| Cast Votes: | | 4,577 | 100.00% | 4,577 | 100.00% |
| Undervotes: | | 321 | | 321 | |
| Overvotes: | | 6 | | 6 | |
| Non-Qualified Write-Ins: | | 11 | | 11 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

November 3, 2020 General

Stanislaus County

OFFICIAL BALLOTS

General Election

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Official Results

Registered Voters
217517 of 279730 = 77.76%
Precincts Reporting
192 of 192 = 100.00%

City of Waterford Mayor - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 2 | 2 | 100.00% | 3,297 | 4,324 | 76.25% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|-------|---------|
| Jose M. Aldaco | | 2,737 | 100.00% | 2,737 | 100.00% |
| Cast Votes: | | 2,737 | 100.00% | 2,737 | 100.00% |
| Undervotes: | | 378 | | 378 | |
| Overvotes: | | 0 | | 0 | |
| Non-Qualified Write-Ins: | | 182 | | 182 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

City of Waterford Member, City Council - Vote for no more than TWO

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 2 | 2 | 100.00% | 3,297 | 4,324 | 76.25% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|-------|---------|
| Jamie Hilton | | 2,263 | 59.62% | 2,263 | 59.62% |
| Jill Kitchens | | 1,533 | 40.38% | 1,533 | 40.38% |
| Cast Votes: | | 3,796 | 100.00% | 3,796 | 100.00% |
| Undervotes: | | 2,740 | | 2,740 | |
| Overvotes: | | 0 | | 0 | |
| Non-Qualified Write-Ins: | | 58 | | 58 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

November 3, 2020 General

OFFICIAL BALLOTS

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Official Results

Registered Voters
217517 of 279730 = 77.76%

Precincts Reporting
192 of 192 = 100.00%

Oakdale Irrigation District Director - Division 1 - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 2 | 2 | 100.00% | 4,620 | 5,257 | 87.88% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|-------|---------|
| Ed Tobias | | 2,531 | 58.97% | 2,531 | 58.97% |
| Donald "Duke" Cooper | | 1,761 | 41.03% | 1,761 | 41.03% |
| Cast Votes: | | 4,292 | 100.00% | 4,292 | 100.00% |
| Undervotes: | | 297 | | 297 | |
| Overvotes: | | 1 | | 1 | |
| Non-Qualified Write-Ins: | | 17 | | 17 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

Oakdale Irrigation District Director - Division 4 - Vote for ONE

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 5 | 5 | 100.00% | 2,341 | 3,045 | 76.88% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|-------|---------|
| Linda Santos | | 1,155 | 53.67% | 1,155 | 53.67% |
| Henry Dotinga | | 997 | 46.33% | 997 | 46.33% |
| Cast Votes: | | 2,152 | 100.00% | 2,152 | 100.00% |
| Undervotes: | | 167 | | 167 | |
| Overvotes: | | 0 | | 0 | |
| Non-Qualified Write-Ins: | | 11 | | 11 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

November 3, 2020 General

OFFICIAL BALLOTS

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Official Results

Registered Voters

217517 of 279730 = 77.76%

Precincts Reporting

192 of 192 = 100.00%

PROPOSITION 15

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 192 | 192 | 100.00% | 217,517 | 279,730 | 77.76% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|---------|---------|
| NO | | 131,580 | 62.38% | 131,580 | 62.38% |
| YES | | 79,343 | 37.62% | 79,343 | 37.62% |
| Cast Votes: | | 210,923 | 100.00% | 210,923 | 100.00% |
| Undervotes: | | 5,454 | | 5,454 | |
| Overvotes: | | 27 | | 27 | |
| Non-Qualified Write-Ins: | | 0 | | 0 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

PROPOSITION 16

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 192 | 192 | 100.00% | 217,517 | 279,730 | 77.76% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|---------|---------|
| NO | | 144,168 | 69.29% | 144,168 | 69.29% |
| YES | | 63,899 | 30.71% | 63,899 | 30.71% |
| Cast Votes: | | 208,067 | 100.00% | 208,067 | 100.00% |
| Undervotes: | | 8,317 | | 8,317 | |
| Overvotes: | | 18 | | 18 | |
| Non-Qualified Write-Ins: | | 0 | | 0 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

November 3, 2020 General

Stanislaus County

Official Results

OFFICIAL BALLOTS

General Election

Registered Voters

217,517 of 279,730 = 77.76%

Precincts Reporting

192 of 192 = 100.00%

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PROPOSITION 19

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 192 | 192 | 100.00% | 217,517 | 279,730 | 77.76% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|---------|---------|
| NO | | 105,200 | 50.55% | 105,200 | 50.55% |
| YES | | 102,927 | 49.45% | 102,927 | 49.45% |
| Cast Votes: | | 208,127 | 100.00% | 208,127 | 100.00% |
| Undervotes: | | 8,133 | | 8,133 | |
| Overvotes: | | 25 | | 25 | |
| Non-Qualified Write-Ins: | | 0 | | 0 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

PROPOSITION 20

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 192 | 192 | 100.00% | 217,517 | 279,730 | 77.76% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|---------|---------|
| NO | | 117,405 | 56.31% | 117,405 | 56.31% |
| YES | | 91,095 | 43.69% | 91,095 | 43.69% |
| Cast Votes: | | 208,500 | 100.00% | 208,500 | 100.00% |
| Undervotes: | | 7,733 | | 7,733 | |
| Overvotes: | | 35 | | 35 | |
| Non-Qualified Write-Ins: | | 0 | | 0 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

November 3, 2020 General

Stanislaus County

OFFICIAL BALLOTS

General Election

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Official Results

Registered Voters
217517 of 279730 = 77.76%

Precincts Reporting
192 of 192 = 100.00%

PROPOSITION 23

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 192 | 192 | 100.00% | 217,517 | 279,730 | 77.76% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|---------|---------|
| NO | | 143,802 | 68.85% | 143,802 | 68.85% |
| YES | | 65,067 | 31.15% | 65,067 | 31.15% |
| Cast Votes: | | 208,869 | 100.00% | 208,869 | 100.00% |
| Undervotes: | | 7,359 | | 7,359 | |
| Overvotes: | | 37 | | 37 | |
| Non-Qualified Write-Ins: | | 0 | | 0 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

PROPOSITION 24

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 192 | 192 | 100.00% | 217,517 | 279,730 | 77.76% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|---------|---------|
| YES | | 111,225 | 53.60% | 111,225 | 53.60% |
| NO | | 96,271 | 46.40% | 96,271 | 46.40% |
| Cast Votes: | | 207,496 | 100.00% | 207,496 | 100.00% |
| Undervotes: | | 8,638 | | 8,638 | |
| Overvotes: | | 18 | | 18 | |
| Non-Qualified Write-Ins: | | 0 | | 0 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

November 3, 2020 General

Stanislaus County

OFFICIAL BALLOTS

General Election

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Official Results

Registered Voters
217517 of 279730 = 77.76%

Precincts Reporting
192 of 192 = 100.00%

Newman-Crows Landing Unified School District Measure X

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 7 | 7 | 100.00% | 5,346 | 6,949 | 76.93% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|-------|---------|
| BONDS-YES | | 3,060 | 59.93% | 3,060 | 59.93% |
| BONDS-NO | | 2,046 | 40.07% | 2,046 | 40.07% |
| Cast Votes: | | 5,106 | 100.00% | 5,106 | 100.00% |
| Undervotes: | | 200 | | 200 | |
| Overvotes: | | 1 | | 1 | |
| Non-Qualified Write-Ins: | | 0 | | 0 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

Salida Union School District Measure U

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 5 | 5 | 100.00% | 8,775 | 10,900 | 80.50% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|-------|---------|
| BONDS-YES | | 4,700 | 56.19% | 4,700 | 56.19% |
| BONDS-NO | | 3,664 | 43.81% | 3,664 | 43.81% |
| Cast Votes: | | 8,364 | 100.00% | 8,364 | 100.00% |
| Undervotes: | | 335 | | 335 | |
| Overvotes: | | 1 | | 1 | |
| Non-Qualified Write-Ins: | | 0 | | 0 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

November 3, 2020 General

OFFICIAL BALLOTS

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Run Date 11/23/2020

Stanislaus County

General Election

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Official Results

Registered Voters
217517 of 279730 = 77.76%

Precincts Reporting
192 of 192 = 100.00%

City of Hughson - Measure V

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 1 | 1 | 100.00% | 3,412 | 4,074 | 83.75% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|-------|---------|
| YES | | 1,777 | 56.32% | 1,777 | 56.32% |
| NO | | 1,378 | 43.68% | 1,378 | 43.68% |
| Cast Votes: | | 3,155 | 100.00% | 3,155 | 100.00% |
| Undervotes: | | 243 | | 243 | |
| Overvotes: | | 1 | | 1 | |
| Non-Qualified Write-Ins: | | 0 | | 0 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

City of Turlock - Measure A

| Precincts | | | Voters | | |
|-----------|-------|---------|---------|------------|---------|
| Counted | Total | Percent | Ballots | Registered | Percent |
| 13 | 13 | 100.00% | 30,791 | 38,248 | 80.50% |

| Choice | Party | Mail Ballots | | Total | |
|--------------------------|-------|--------------|---------|--------|---------|
| YES | | 16,739 | 56.71% | 16,739 | 56.71% |
| NO | | 12,777 | 43.29% | 12,777 | 43.29% |
| Cast Votes: | | 29,516 | 100.00% | 29,516 | 100.00% |
| Undervotes: | | 1,049 | | 1,049 | |
| Overvotes: | | 3 | | 3 | |
| Non-Qualified Write-Ins: | | 0 | | 0 | |
| Unresolved Write-Ins: | | 0 | | 0 | |

**PRESIDENTIAL GENERAL ELECTION
TUESDAY, NOVEMBER 3, 2020
STANISLAUS COUNTY**

**VOTES CAST FOR A CERTIFIED WRITE-IN CANDIDATE
ARE INCLUDED IN THE RESULTS FOR EACH OFFICE**

**A DESIGNATION OF (W) WILL APPEAR BY THE NAME
OF EACH CERTIFIED WRITE-IN CANDIDATE**



**OFFICE OF COUNTY CLERK / RECORDER
& REGISTRAR OF VOTERS
ELECTIONS DIVISION**

DONNA LINDER
*County Clerk / Recorder / Registrar of Voters &
Commissioner of Civil Marriage*

*Elections: 1021 "I" Street, Suite 101, Modesto, CA 95354
Telephone: 209.525.5200
Facsimile: 209.525.5802*

1% Post Election Manual Tally Report
Presidential General Election – November 3, 2020

**The Stanislaus County 1% Post Election Manual Tally identified no discrepancies
between the machine count and the manual tally. Elections Code 15360(e)**

Local Measure Ballot Question - November 3, 2020

Measure S - City of Waterford (Cannabis Business License Tax) - Passage Requirement - Majority (50%+1)

Ballot Question: Shall the City of Waterford amend Municipal Code Title 5, entitled "Business Taxes, Licenses and Regulations," by adding Chapter 5.50, entitled "Cannabis Business Tax", allowing the City Council, by resolution, to set the business license tax rule for every person engaged in a cannabis business in an amount up to, but not to exceed, .15¢ for each \$1.00 of gross receipts?

Measure T - Waterford Unified School District (Bond Measure) Passage Requirement - 55%

Ballot Question: Without increasing estimated tax rates, shall Waterford Unified School District's measure to retrofit and renovate classrooms including vocational education; enhance student safety/school security; increase access to internet/technology; and upgrade emergency preparedness at Richard M. Moon Primary, Waterford Junior, Lucille Whitehead Intermediate, and Sentinel and Waterford High be adopted, authorizing \$5,350,000 in bonds, extending but not increasing current rates by \$0.03 per \$100 of assessed valuation until repaid, raising \$370,000/ year for bond repayment with legal rates, annual audits and independent oversight?
Bonds-Yes Bonds-No

Measure U - Salida Union School District (Bond Measure) Passage Requirement - 55%

Ballot Question: To retrofit and renovate classrooms at Dena Boer, Mildred Perkins, Salida and Sisk Elementary Schools and Salida Middle School; increase student internet and computer technology access; upgrade emergency communication/ preparedness and fire alarm systems; improve campus security /student safety; repair roofs and create local construction jobs, shall Salida Union School District's measure authorizing \$9.24 million in bonds be adopted with payments averaging less than 2¢ per \$100 assessed valuation (raising an average \$644,000/ year until repaid), legal rates, annual audits and independent oversight?
Bonds-Yes Bonds-No

Measure V - City of Hughson (Four Year Mayor Term) Passage Requirement - Majority (50%+1)

Ballot Question: Shall the term of office of mayor be four years?

Measure W - Hughson Fire Protection District (Special Tax) Passage Requirement - 2/3

Ballot Question: **HUGHSON FIRE PROTECTION DISTRICT PUBLIC SAFETY SPECIAL TAX**
To ensure rapid fire protection and emergency medical response is continued in our community, shall the Hughson Fire Protection District levy an annual special tax for 12 years, including \$39.75/residential unit, raising approximately \$167,000/year, to acquire lifesaving equipment and emergency vehicles/apparatus, and to fund improvements to the fire station, with all money staying local to the benefit of the Hughson community, and independent annual audits to protect the taxpayer investment?

Measure X - Newman-Crows Landing Unified School District (Bond Measure) Passage Requirement - 55%

Ballot Question: With no increase in estimated tax rates, shall Newman-Crows Landing Unified School District's measure to expand vocational education classrooms; increase student internet/technology access; retrofit/construct classrooms/P.E. facilities; upgrade school security/student safety/emergency preparedness; be adopted, authorizing \$25.82 million in bonds, extending but not increasing current rates (averaging less than \$48/\$100,000 assessed valuation) until repaid, raising average \$1.8 million/year, with legal interest rates, annual audits, independent oversight and qualifying for State reimbursement?
Bonds-Yes Bonds-No

Local Measure Ballot Question - November 3, 2020

Measure Y - Stanislaus Union School District (Bond Measure) Passage Requirement - 55%

Ballot
Question:

With no increase in total approved debt, shall Stanislaus Union School District's measure to retrofit/construct classrooms; increase student internet/ technology access; improve school security/ student safety; upgrade emergency communication systems; and create local construction jobs be adopted, allowing immediate access to \$21.4 million of previously approved bonds through issuance of new bonds with annual payments less than 3¢ per \$100 of assessed valuation (generating \$1.6 million dollars/ year until repaid), legal rates, annual audits and independent oversight?
Bonds-Yes Bonds-No

Measure Z - Burbank-Paradise Fire Protection District (Special Tax) Passage Requirement - 2/3

Ballot
Question:

To fund necessary fire protection and emergency medical response, saving lives and property, shall the Burbank-Paradise Fire Protection District Ordinance No. 20-02 be adopted, authorizing the District to levy a special tax, including \$250 per residential unit, raising approximately \$615,000 annually until repealed, to fund life-saving and property preserving fire protection and emergency medical services, equipment and capital improvements, with annual audits, and all money staying local?

Measure A - City of Turlock (Transactions and Use (Sales) Tax) Passage Requirement - Majority (50%+1)

Ballot
Question:

City of Turlock, 911 Safety/Emergency Medical Response, Community Services Measure: Shall the measure to maintain fire, 9-1-1 emergency medical response, neighborhood safety, anti-gang/anti-drug programs; restore fire station staffing; address homelessness, vagrancy; keep public areas safe/clean; repair streets, potholes; retain small businesses, local jobs; and other general services by establishing a % sales tax providing approximately \$11,000,000 annually until ended by voters, requiring public disclosure of spending, all funds used locally, be adopted?



OFFICE OF COUNTY CLERK-RECORDER

DONNA LINDER
County Clerk-Recorder, Registrar of Voters &
Commissioner of Civil Marriage

**REGISTRAR OF VOTERS
ELECTIONS DIVISION:**

1021 "I" Street, Suite 101, Modesto, CA 95354
Telephone: 209.525.5200
Facsimile: 209.525.5802

STATE OF CALIFORNIA }
County of Stanislaus } ss.

CERTIFICATE OF FACTS

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "S"** was submitted to the known qualified electors of the **CITY OF WATERFORD** at the Presidential General Election held on November 3, 2020.

The results of the Official Canvass conducted by this office are as follows:

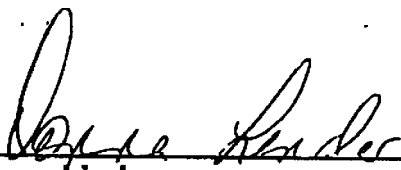
| <u>YES VOTES</u> | <u>NO VOTES</u> |
|-------------------------|------------------------|
| 1,846 | 1,302 |

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23rd day of November 2020.



County Seal


Donna Linder
County Clerk-Recorder & Registrar of Voters
County of Stanislaus
State of California



OFFICE OF COUNTY CLERK-RECORDER

DONNA LINDER
County Clerk-Recorder, Registrar of Voters &
Commissioner of Civil Marriage

REGISTRAR OF VOTERS

ELECTIONS DIVISION:
1021 "I" Street, Suite 101, Modesto, CA 95354
Telephone: 209.525.5200
Facsimile: 209.525.5802

STATE OF CALIFORNIA }
County of Stanislaus } ss.

CERTIFICATE OF FACTS

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "T"** was submitted to the known qualified electors of the **WATERFORD UNIFIED SCHOOL DISTRICT** at the Presidential General Election held on November 3, 2020.

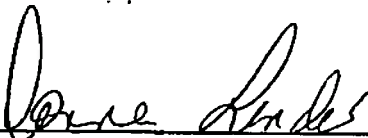
The results of the Official Canvass conducted by this office are as follows:

| <u>YES VOTES</u> | <u>NO VOTES</u> |
|------------------|-----------------|
| 2,081 | 1,705 |

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23rd day of November 2020.




Donna Linder
County Clerk-Recorder & Registrar of Voters
County of Stanislaus
State of California



OFFICE OF COUNTY CLERK-RECORDER

DONNA LINDER
County Clerk-Recorder, Registrar of Voters &
Commissioner of Civil Marriage

REGISTRAR OF VOTERS
ELECTIONS DIVISION:
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Telephone: 209.525.5200
Facsimile: 209.525.5802

STATE OF CALIFORNIA }
County of Stanislaus } ss.

CERTIFICATE OF FACTS

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "U"** was submitted to the known qualified electors of the **SALIDA UNION SCHOOL DISTRICT** at the Presidential General Election held on November 3, 2020.

The results of the Official Canvass conducted by this office are as follows:

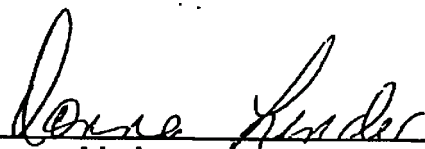
| <u>YES VOTES</u> | <u>NO VOTES</u> |
|-------------------------|------------------------|
| 4,700 | 3,664 |

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23rd day of November 2020.



County Seal


Donna Linder
County Clerk-Recorder & Registrar of Voters
County of Stanislaus
State of California



OFFICE OF COUNTY CLERK-RECORDER

DONNA LINDER
County Clerk-Recorder, Registrar of Voters &
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STATE OF CALIFORNIA }
County of Stanislaus } ss.

CERTIFICATE OF FACTS

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "V"** was submitted to the known qualified electors of the **CITY OF HUGHSON** at the Presidential General Election held on November 3, 2020.

The results of the Official Canvass conducted by this office are as follows:

YES VOTES

1,777

NO VOTES

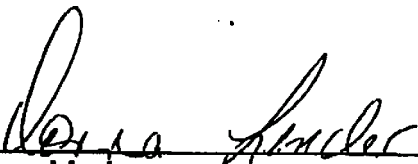
1,378

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23rd day of November 2020.



County Seal


Donna Linder
County Clerk-Recorder & Registrar of Voters
County of Stanislaus
State of California



OFFICE OF COUNTY CLERK-RECORDER

DONNA LINDER
County Clerk-Recorder, Registrar of Voters &
Commissioner of Civil Marriage

REGISTRAR OF VOTERS

ELECTIONS DIVISION:
1021 "I" Street, Suite 101, Modesto, CA 95354
Telephone: 209.525.5200
Facsimile: 209.525.5802

STATE OF CALIFORNIA }
County of Stanislaus } ss.

CERTIFICATE OF FACTS

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "W"** was submitted to the known qualified electors of the **HUGHSON FIRE PROTECTION DISTRICT** at the Presidential General Election held on November 3, 2020.

The results of the Official Canvass conducted by this office are as follows:

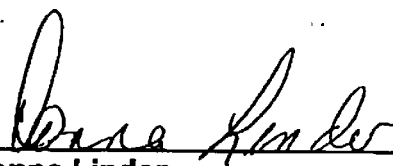
| <u>YES VOTES</u> | <u>NO VOTES</u> |
|-------------------------|------------------------|
| 3,137 | 1,964 |

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23rd day of November 2020.



County Seal


Donna Linder
County Clerk-Recorder & Registrar of Voters
County of Stanislaus
State of California



OFFICE OF COUNTY CLERK-RECORDER

DONNA LINDER
County Clerk-Recorder, Registrar of Voters &
Commissioner of Civil Marriage

**REGISTRAR OF VOTERS
ELECTIONS DIVISION:**

1021 "I" Street, Suite 101, Modesto, CA 95354
Telephone: 209.525.5200
Facsimile: 209.525.5802

STATE OF CALIFORNIA }
County of Stanislaus } ss.

CERTIFICATE OF FACTS

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "X"** was submitted to the known qualified electors of the **NEWMAN-CROWS LANDING UNIFIED SCHOOL DISTRICT** at the Presidential General Election held on November 3, 2020.

The results of the Official Canvass conducted by this office are as follows:

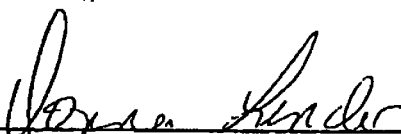
| <u>YES VOTES</u> | <u>NO VOTES</u> |
|-------------------------|------------------------|
| 3,060 | 2,046 |

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23rd day of November 2020.



County Seal



Donna Linder
County Clerk-Recorder & Registrar of Voters
County of Stanislaus
State of California



OFFICE OF COUNTY CLERK-RECORDER

DONNA LINDER
County Clerk-Recorder, Registrar of Voters &
Commissioner of Civil Marriage

**REGISTRAR OF VOTERS
ELECTIONS DIVISION:**

1021 "I" Street, Suite 101, Modesto, CA 95354
Telephone: 209.525.5200
Facsimile: 209.525.5802

STATE OF CALIFORNIA }
County of Stanislaus } ss.

CERTIFICATE OF FACTS

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that Measure "Y" was submitted to the known qualified electors of the **STANISLAUS UNION SCHOOL DISTRICT** at the Presidential General Election held on November 3, 2020.

The results of the Official Canvass conducted by this office are as follows:

YES VOTES

7,753

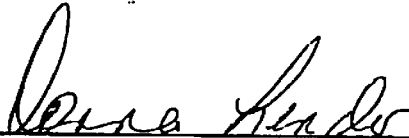
NO VOTES

4,897

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23rd day of November 2020.





Donna Linder
County Clerk-Recorder & Registrar of Voters
County of Stanislaus
State of California



OFFICE OF COUNTY CLERK-RECORDER

DONNA LINDER
County Clerk-Recorder, Registrar of Voters &
Commissioner of Civil Marriage

REGISTRAR OF VOTERS
ELECTIONS DIVISION:
1021 "I" Street, Suite 101, Modesto, CA 95354
Telephone: 209.525.5200
Facsimile: 209.525.5802

STATE OF CALIFORNIA }
County of Stanislaus } ss.

CERTIFICATE OF FACTS

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "Z"** was submitted to the known qualified electors of the **BURBANK-PARADISE FIRE PROTECTION DISTRICT** at the Presidential General Election held on November 3, 2020.

The results of the Official Canvass conducted by this office are as follows:

YES VOTES

911

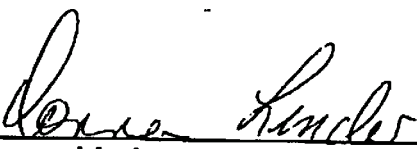
NO VOTES

763

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23rd day of November 2020.




Donna Linder
County Clerk-Recorder & Registrar of Voters
County of Stanislaus
State of California



OFFICE OF COUNTY CLERK-RECORDER

DONNA LINDER
County Clerk-Recorder, Registrar of Voters &
Commissioner of Civil Marriage

REGISTRAR OF VOTERS
ELECTIONS DIVISION:
1021 "I" Street, Suite 101, Modesto, CA 95354
Telephone: 209.525.5200
Facsimile: 209.525.5802

STATE OF CALIFORNIA }
County of Stanislaus } ss.

CERTIFICATE OF FACTS

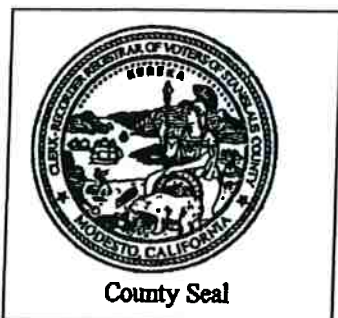
I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters of the County of Stanislaus, State of California, do hereby certify that **Measure "A"** was submitted to the known qualified electors of the **CITY OF TURLOCK** at the Presidential General Election held on November 3, 2020.


The results of the Official Canvass conducted by this office are as follows:

| <u>YES VOTES</u> | <u>NO VOTES</u> |
|-------------------------|------------------------|
| 16,739 | 12,777 |

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness my hand and seal this 23rd day of November 2020.




Donna Linder
County Clerk-Recorder & Registrar of Voters
County of Stanislaus
State of California

City of Hughson Mayor

Cumulative Totals

| Precinct | Registration | Ballots Cast | Turnout (%) | Jeremy Young |
|----------------------------|--------------|--------------|-------------|--------------|
| 114001-BT42 | 4,074 | 3,412 | 83.8 | 2,773 |
| Mail Ballots Totals | 4,074 | 3,412 | 83.8 | 2,773 |
| Grand Totals | 4,074 | 3,412 | 83.8 | 2,773 |

City of Hughson Mayor

Mail Ballots Totals

| District | Registration | Ballots Cast | Turnout (%) | Jeremy Young |
|--|--------------|--------------|-------------|--------------|
| Stanislaus County | 4,074 | 3,412 | 83.8 | 2,773 |
| 10TH CONGRESSIONAL DISTRICT | 4,074 | 3,412 | 83.8 | 2,773 |
| 8TH SENATORIAL DISTRICT | 4,074 | 3,412 | 83.8 | 2,773 |
| STATE BOARD OF EQUALIZATION DISTRICT 1 | 4,074 | 3,412 | 83.8 | 2,773 |
| 12TH ASSEMBLY DISTRICT | 4,074 | 3,412 | 83.8 | 2,773 |
| 2ND SUPERVISORIAL DISTRICT | 4,074 | 3,412 | 83.8 | 2,773 |
| Y.C.C.D. TRUSTEE AREA 3 | 4,074 | 3,412 | 83.8 | 2,773 |
| CITY OF HUGHSON | 4,074 | 3,412 | 83.8 | 2,773 |
| HUGHSON FIRE PROTECTION DIST | 4,074 | 3,412 | 83.8 | 2,773 |
| COUNTYWIDE | 4,074 | 3,412 | 83.8 | 2,773 |
| STATEWIDE DISTRICT | 4,074 | 3,412 | 83.8 | 2,773 |
| Mail Ballots Totals | 4,074 | 3,412 | 83.8 | 2,773 |

City of Hughson Mayor

Grand Totals

| District | Registration | Ballots Cast | Turnout (%) | Jeremy Young |
|--|--------------|--------------|-------------|--------------|
| Stanislaus County | 4,074 | 3,412 | 83.8 | 2773 |
| 10TH CONGRESSIONAL DISTRICT | 4,074 | 3,412 | 83.8 | 2773 |
| 8TH SENATORIAL DISTRICT | 4,074 | 3,412 | 83.8 | 2773 |
| STATE BOARD OF EQUALIZATION DISTRICT 1 | 4,074 | 3,412 | 83.8 | 2773 |
| 12TH ASSEMBLY DISTRICT | 4,074 | 3,412 | 83.8 | 2773 |
| 2ND SUPERVISORIAL DISTRICT | 4,074 | 3,412 | 83.8 | 2773 |
| Y.C.C.D. TRUSTEE AREA 3 | 4,074 | 3,412 | 83.8 | 2773 |
| CITY OF HUGHSON | 4,074 | 3,412 | 83.8 | 2773 |
| HUGHSON FIRE PROTECTION DIST | 4,074 | 3,412 | 83.8 | 2773 |
| COUNTYWIDE | 4,074 | 3,412 | 83.8 | 2773 |
| STATEWIDE DISTRICT | 4,074 | 3,412 | 83.8 | 2773 |
| Mail Ballots Totals | 4,074 | 3,412 | 83.8 | 2,773 |
| Grand Totals | 4,074 | 3,412 | 83.8 | 2,773 |

City of Hughson Member, City Council

Cumulative Totals

| Precinct | Registration | Ballots Cast | Turnout (%) | Ramon Bawanian | Michael Buck | Samuel T. Rush Jr. |
|----------------------------|--------------|--------------|-------------|----------------|--------------|--------------------|
| 114001-BT42 | 4,074 | 3,412 | 83.8 | 1,461 | 1,349 | 1,601 |
| Mail Ballots Totals | 4,074 | 3,412 | 83.8 | 1,461 | 1,349 | 1,601 |
| Grand Totals | 4,074 | 3,412 | 83.8 | 1,461 | 1,349 | 1,601 |

City of Hughson Member, City Council

Mail Ballots Totals

| District | Registration | Ballots Cast | Turnout (%) | Ramon Bawanen | Michael Buck | Samuel T. Rush Jr. |
|--|--------------|--------------|-------------|---------------|--------------|--------------------|
| Stanislaus County | 4,074 | 3,412 | 83.8 | 1,461 | 1,349 | 1,601 |
| 10TH CONGRESSIONAL DISTRICT | 4,074 | 3,412 | 83.8 | 1,461 | 1,349 | 1,601 |
| 8TH SENATORIAL DISTRICT | 4,074 | 3,412 | 83.8 | 1,461 | 1,349 | 1,601 |
| STATE BOARD OF EQUALIZATION DISTRICT 1 | 4,074 | 3,412 | 83.8 | 1,461 | 1,349 | 1,601 |
| 12TH ASSEMBLY DISTRICT | 4,074 | 3,412 | 83.8 | 1,461 | 1,349 | 1,601 |
| 2ND SUPERVISORIAL DISTRICT | 4,074 | 3,412 | 83.8 | 1,461 | 1,349 | 1,601 |
| Y.C.C.D. TRUSTEE AREA 3 | 4,074 | 3,412 | 83.8 | 1,461 | 1,349 | 1,601 |
| CITY OF HUGHSON | 4,074 | 3,412 | 83.8 | 1,461 | 1,349 | 1,601 |
| HUGHSON FIRE PROTECTION DIST | 4,074 | 3,412 | 83.8 | 1,461 | 1,349 | 1,601 |
| COUNTYWIDE | 4,074 | 3,412 | 83.8 | 1,461 | 1,349 | 1,601 |
| STATEWIDE DISTRICT | 4,074 | 3,412 | 83.8 | 1,461 | 1,349 | 1,601 |
| Mail Ballots Totals | 4,074 | 3,412 | 83.8 | 1,461 | 1,349 | 1,601 |

City of Hughson Member, City Council

| Grand Totals | | | | | | |
|--|--------------|--------------|-------------|----------------|--------------|--------------------|
| District | Registration | Ballots Cast | Turnout (%) | Ramon Bawanani | Michael Buck | Samuel T. Rush Jr. |
| Stanislaus County | 4,074 | 3,412 | 83.8 | 1461 | 1349 | 1601 |
| 10TH CONGRESSIONAL DISTRICT | 4,074 | 3,412 | 83.8 | 1461 | 1349 | 1601 |
| 8TH SENATORIAL DISTRICT | 4,074 | 3,412 | 83.8 | 1461 | 1349 | 1601 |
| STATE BOARD OF EQUALIZATION DISTRICT 1 | 4,074 | 3,412 | 83.8 | 1461 | 1349 | 1601 |
| 12TH ASSEMBLY DISTRICT | 4,074 | 3,412 | 83.8 | 1461 | 1349 | 1601 |
| 2ND SUPERVISORIAL DISTRICT | 4,074 | 3,412 | 83.8 | 1461 | 1349 | 1601 |
| Y.C.C.D. TRUSTEE AREA 3 | 4,074 | 3,412 | 83.8 | 1461 | 1349 | 1601 |
| CITY OF HUGHSON | 4,074 | 3,412 | 83.8 | 1461 | 1349 | 1601 |
| HUGHSON FIRE PROTECTION DIST | 4,074 | 3,412 | 83.8 | 1461 | 1349 | 1601 |
| COUNTYWIDE | 4,074 | 3,412 | 83.8 | 1461 | 1349 | 1601 |
| STATEWIDE DISTRICT | 4,074 | 3,412 | 83.8 | 1461 | 1349 | 1601 |
| Mail Ballots Totals | 4,074 | 3,412 | 83.8 | 1,461 | 1,349 | 1,601 |
| Grand Totals | 4,074 | 3,412 | 83.8 | 1,461 | 1,349 | 1,601 |

City of Hughson - Measure V

Cumulative Totals

| Predinct | Registration | Ballots Cast | Turnout (%) | YES | NO |
|----------------------------|--------------|--------------|-------------|--------------|--------------|
| 114001-BT42 | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| Mail Ballots Totals | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| Grand Totals | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |

City of Hughson - Measure V

Mail Ballots Totals

| District | Registration | Ballots Cast | Turnout (%) | YES | NO |
|--|--------------|--------------|-------------|--------------|--------------|
| Stanislaus County | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| 10TH CONGRESSIONAL DISTRICT | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| 8TH SENATORIAL DISTRICT | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| STATE BOARD OF EQUALIZATION DISTRICT 1 | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| 12TH ASSEMBLY DISTRICT | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| 2ND SUPERVISORIAL DISTRICT | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| Y.C.C.D. TRUSTEE AREA 3 | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| CITY OF HUGHSON | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| HUGHSON FIRE PROTECTION DIST | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| COUNTYWIDE | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| STATEWIDE DISTRICT | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| Mail Ballots Totals | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |

City of Hughson - Measure V

| Grand Totals | | | | | |
|--|--------------|--------------|-------------|-------|-------|
| District | Registration | Ballots Cast | Turnout (%) | YES | NO |
| Stanislaus County | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| 10TH CONGRESSIONAL DISTRICT | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| 8TH SENATORIAL DISTRICT | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| STATE BOARD OF EQUALIZATION DISTRICT 1 | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| 12TH ASSEMBLY DISTRICT | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| 2ND SUPERVISORIAL DISTRICT | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| Y.C.C.D. TRUSTEE AREA 3 | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| CITY OF HUGHSON | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| HUGHSON FIRE PROTECTION DIST | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| COUNTYWIDE | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| STATEWIDE DISTRICT | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| Mail Ballots Totals | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |
| Grand Totals | 4,074 | 3,412 | 83.8 | 1,777 | 1,378 |

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-72**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON FINDING THERE REMAINS A REASONABLE RELATIONSHIP BETWEEN CURRENT NEEDS FOR THE CITY'S DEVELOPMENT IMPACT FEES AND THE PURPOSES FOR WHICH THEY WERE ORIGINALLY CHARGED (GOVERNMENT CODE SECTION 66000 ET. SEQ.) RELATED TO THE CITY'S ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR THE FISCAL YEAR ENDED JUNE 30, 2020

WHEREAS, the City of Hughson has been authorized by Resolution to establish and collect development impact fees; and

WHEREAS, the City has established discrete accounts and fees to finance the construction of improvements as mitigation measures for continued development within the City; and

WHEREAS, the City prioritizes improvements and allocates funds during the budget cycle to construct improvements as mitigation for continued development in the City; and

WHEREAS, improvements are scheduled to be constructed over time as sufficient funds become available; and

WHEREAS, there continues to be a distinct nexus between continued development and the necessity to mitigate development impacts; and

WHEREAS, certain fees collected in the Storm Drain, Community Enhancement, Facility Development, Park In-Lieu, Parks Development, and Sewer Capital Improvement impact fee accounts have not been expended in a timeframe exceeding five years, however are still necessary pursuant to AB1600 for the purpose in which they are collected, as project costs exceed current available resources and it will thus take longer to collect the necessary funds.

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

Finds and accepts the above Recitals as fact, approves the City's AB1600 Report for Fiscal Year 2019-2020, as reflected in Attachment "A", and does find there remains a reasonable relationship between the current need for the impact fees and the purposes for which they were originally collected.

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

»
»
»

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.

APPROVED:

A handwritten signature in blue ink, appearing to read "G. Carr", is written over a horizontal line.

GEORGE CARR, Mayor Pro Tem

ATTEST:

A handwritten signature in blue ink, appearing to read "A. Gose", is written over a horizontal line.

ASHTON GOSE, Deputy City Clerk

Attachment A

City of Hughson
For the Year Ending June 30, 2020
Report of Sources and Uses of
Development Impact Fees

| | | | ARRA Grant | | Revenues | | | |
|--------------------------------------|--------|----------------------------|------------|----------|---|------------------------|--------------|-------------------|
| Fund Name | Fund # | Begin. Balance 7/1/2019 | Fees | Interest | Transfer In | Equipment/ Projects | Transfer Out | Ending Balance |
| Storm Drain Fund | 450 | 415,745 | 78,532 | 1,709 | | | | 495,986 |
| Community Enhancement Development | 370 | 125,816 | 26,208 | 523 | | 268 (Nexus Study) | | 152,279 |
| Facility Development Fund | 451 | 1,290,045 | 94,331 | 4,965 | (Resource Mgmt Software credit of 882.51 and electrical work 2,969.49) | 2,087 | | 1,387,253 |
| Public Facility Streets (1) | 452 | (71,680) | 128,098 | | | 867 (Nexus Study) | | 55,551 |
| Parkland In Lieu Fund | 454 | 361,967 | 51,766 | 1,449 | | 867 | | 414,316 |
| Parks Development Fund | 453 | 464,430 | 69,342 | 1,860 | | 5,767 | | 529,864 |
| Sewer Capital Improvement | 220 | 1,546,420 | 284,356 | 6,339 | | 867 | | 1,836,248 |
| Water Capital Improvement (2) | 250 | (982,657) | 111,852 | | | 869 (Nexus Study) | | (871,674) |
| TOTALS | | 3,150,085 | 844,485 | 16,844 | | 11,592 | | 3,999,822 |

(1) The Public Facilities - Street Development Fund (452) has a negative balance of \$70,502.23 due to the Euclid Bridge, built in 2006 and 2007 for more than \$1.3 million. This bridge was built with future developer impact fees and shortly after, new home building plummeted. As a result of recent home construction, impact fees have covered the deficit.

(2) Water Developer Impact Fee (250) - Included in the negative fund balance is the debt service in the amount of \$872,357 for the Water Tank Project Loan.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2020-73**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON OF
CONCURRENCE WITH THE 2019-2020 CONSOLIDATED ANNUAL PERFORMANCE
REPORT (CAPER)**

WHEREAS, Stanislaus County, recognized as an eligible Urban County by the federal Department of Housing and Urban Development (HUD), annually receives Community Development Block Grant (CDBG) funds; and

WHEREAS, in 2002, Stanislaus County formed the Stanislaus County CDBG Consortium, which includes Stanislaus County unincorporated communities and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, and Waterford; and

WHEREAS, as an application for these funds, HUD requires Stanislaus County, the administering jurisdiction, to prepare and submit a Consolidated Plan and Annual Action Plan, as well as a Consolidated Annual Performance and Evaluation Report (CAPER) to report the progress made in accomplishing the goals set forth in the Consolidated Plan and Annual Action Plan; and

WHEREAS, Stanislaus County has prepared the CAPER for Fiscal Year 2019-2020 and a 15-day public review period opened on November 14, 2020. Comments received during the 15-day public review and comment period will be incorporated into the final documents prior to submittal to HUD. A public hearing was held before the County Board of Supervisors on December 1, 2020; and

WHEREAS, as a consortium member, the City of Hughson received a proportional share of the Fiscal Year 2019-2020 funds totaling \$140,533.

NOW, THEREFORE, BE IT RESOLVED that the Hughson City Council does hereby concur with the CAPER for Fiscal Year 2019-2020 and supports submittal to HUD.

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

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.

»

»


»

APPROVE:



GEORGE CARR, Mayor Pro Tem

ATTEST:



Ashton Gose, Deputy City Clerk

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2020-74**

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

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

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

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

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

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

WHEREAS, the City is working toward compliance with these two state laws but requires additional assistance educating commercial businesses and residential users about the mandatory commercial recycling and organics recycling requirements they will have to comply with so that the City of Hughson is in compliance with these state laws; and

WHEREAS, the City will enter into a Professional Services Agreement with Halpin Sustainability Solutions to provide consulting services to the City of Hughson to assist with the transition into AB 1826 and SB1383 compliance; and

WHEREAS, these services include but are not limited to the identification of generators, education and outreach, coordination with the hauler and CalRecycle, program setup, monitoring/follow-up, and preparing numbers for mandatory state reporting.

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

agreement as to form.

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

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

NOES: NONE.

ABSTENTIONS: NONE.

ABSENT: NONE.

APPROVED:



GEORGE CARR, Mayor Pro Tem

ATTEST:



ASHTON GOSE, Deputy City Clerk

PROFESSIONAL SERVICE AGREEMENT
(City of Hughson/Halpin Sustainability Solutions)

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

RECITALS

WHEREAS, the City has determined that it requires assistance related to mandatory commercial recycling and mandatory organics recycling program implementation ("Professional Services") for its commercial and residential refuse contributors.

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

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

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

1. DEFINITIONS

1.1. "Scope of Services" means the professional services as are generally set forth in Consultant's November 23, 2020 proposal to City attached hereto as Exhibit A.

1.2. "Approved Fee Schedule" means the fee set forth in Consultant's November 23, 2020 proposal to the City and in Consultant's rates sheet attached hereto as Exhibit B.

1.3. "Commencement Date" means December 15, 2020.

1.4. "Expiration Date" means the date the Scope of Services is completed.

2. TERM

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

3. CONSULTANT'S SERVICES

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

3.2. Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).

3.3. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Community Services Director, or his/her designee shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

4. COMPENSATION

4.1. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and the not-to-exceed amount of each project.

4.2. Consultant shall submit to City an invoice for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within forty-five (45) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

4.3. Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule.

5. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

6. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

7. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

8. INDEMNIFICATION

8.1. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

8.2. City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 8 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

8.3. The obligations of Consultant under this Section 8 will not be limited by the provisions of any workers' compensation act or similar act. Consultant

expressly waives any statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

8.4. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

8.5. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

9. INSURANCE

9.1. During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

9.1.1. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000), per occurrence and in the aggregate, including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

9.1.2. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One

Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

9.1.3. Worker's Compensation insurance as required by the laws of the State of California.

9.1.4. Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

9.2. Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

9.3. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

9.4. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

9.5. At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City such certificate(s).

9.6. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

9.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

9.8. The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its

officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

9.9. All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

9.10. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

9.11. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 8 of this Agreement.

10. MUTUAL COOPERATION

10.1. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

10.2. In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

11. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

12. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

13. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Hughson
P.O. Box 9
Hughson, CA 95326
Telephone: (209) 883-4054
Facsimile: (209) 883-2638

With courtesy copy to:

Daniel J. Schroeder, City Attorney
Neumiller & Beardslee
P.O. Box 20
3121 W. March Lane, Suite 100
Stockton, CA 95219
Telephone: (209) 948-8200
Facsimile: (209-) 948-4910

If to Consultant:

Ms. Jennifer Halpin
Halpin Sustainability Solutions
P.O. Box 1066
Merced, CA 95341
Telephone: (209) 761-1004

14. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 7, Section 8, Paragraph 10.2 and Section 11 of this Agreement shall survive the expiration or termination of this Agreement.

15. TERMINATION

15.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

15.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to

receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

16. GENERAL PROVISIONS

16.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

16.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

16.3. Consultant agrees to comply with the regulations of City's "Conflict of Interest Code." Said Code is in accordance with the requirements of the Political Reform Act of 1974. Consultant covenants that it presently has no interest, and shall not have any interest, direct or interest, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Hughson Conflict of Interest Code, as that term is applied to consultants.

16.4. In accomplishing the scope of services of this Agreement, Consultant(s) may be performing a specialized or general service for the City, and there is a substantial likelihood that the consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, employees of the Consultant or the Consultant itself may be subject to a Category "1" disclosure of the City's Conflict of Interest Code. If in fact this applies to the Consultant a form 700 must be filed.

16.5. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

16.6. The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this

Agreement shall be deemed to have been waived by City or Consultant unless in writing.

16.7. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

16.8. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Stanislaus County, California.

16.9. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16.10. This Agreement shall be governed and construed in accordance with the laws of the State of California.

16.11. If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Stanislaus, State of California. Consultant hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

16.12. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or

deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"

City of Hughson

By

Merry Mayhew
Merry Mayhew, City Manager

Date: 12/18/2020

"Consultant"

Halpin Sustainability Solutions

By

Jennifer Halpin
Principal Consultants

Date: 12/11/2020

Attest:

By

Ashton Gose
Ashton Gose, Deputy City Clerk

Date: 12-21-2020

Approved as to form:

By

Daniel J. Schroeder
Daniel J. Schroeder, City Attorney

Date: 12/18/2020

10-11

10-11

EXHIBIT A SCOPE OF WORK

City of Hughson

Consulting Services - Scope of Work

Assist the City of Hughson with Mandatory Commercial Recycling and Mandatory Organics Recycling, while also assisting with the transition into SB1383 Compliance (optional); including, but not limited to, identification of generators, education and outreach (print media, site visits, direct contact, website assistance), coordination with the hauler and CalRecycle, program setup, monitoring/follow-up, and preparing numbers for reporting.

Program setup details include (but not limited to):

- Review current operations/programs,
- Identify generators,
- Identify outlets/end-facilities,
- Identify any gaps in the current program and recommend solutions,
- List out necessary steps for compliance (plan of action)
- Recommend relevant/useful vendors that have products and/or specific information to help the program operate smoothly,
- Administer the education, outreach and monitoring program on behalf of the City of Hughson,
- Attend City Council meetings, when necessary,
- Establish an open communication relationship with CalRecycle -- have them "sign off" on activities regarding identification, education and monitoring, regarding compliance with the mandates.

Pricing

[Applicable to any hours performed between November 2020 – June 30, 2021; hourly rate to increase by 5% on July 1, 2021.]

Principal Consultant - Jennifer Halpin: \$120 per hour

Junior Consultant – Leah Robson: \$65 per hour

Mileage reimbursement of \$0.58 per mile traveled pertaining to work duties.

(\$0.58 or the rate on the IRS Standard Mileage Rate Table, whichever is greater)

Please refer to the Budget Table for the overall work programs, tasks, and budgeting amounts.

Proposed by:

Jennifer Halpin, Principal Consultant
Halpin Sustainability Solutions
P.O. Box 1066
Merced, CA 95341-1066

Phone: (209) 761-1004
E-mail: halpinrecycling@gmail.com
Website: www.halpinrecycling.com

Date: November 23, 2020

EXHIBIT B
APPROVED FEE SCHEDULE

Budget Table

Below is a summary of overall programs related to Mandatory Commercial Recycling and Mandatory Organics Recycling, general tasks associated to each program, and the estimated budget amounts needed for each program.

This is an estimated amount of work to be performed per program; funding may need to be moved from one overall program to the other, after assessing and completing tasks under each overall program. Number of hours will vary, depending on which team member performs the work duties.

| | | |
|--------------------------------|--|----------------|
| IDENTIFICATION | General Tasks | \$800 |
| | Identify covered generators based on service lists from the hauler and number of units at multi-family dwelling locations. | |
| | Acquire number of units at each multi-family dwelling location. | |
| EDUCATION AND OUTREACH | General Tasks | \$2,000 |
| Print Media | Create and distribute Print Media, such as: flyers, letters, brochures, etc. | |
| Electronic Education | Update electronic education on the website (if necessary). | |
| Outreach and/or Direct Contact | Make direct contact with covered generators and multi-family dwelling locations through phone calls, e-mails and site visits. Present information to relevant business groups and perform training (if necessary). | |
| MONITORING | | \$1,200 |
| | Maintain database of covered generators and update information, as needed. Follow-up as with businesses and multi-family dwelling locations that have not implemented programs. | |
| REPORTING | | \$1,000 |
| | Pull numbers from the database of covered generators and multi-family dwelling locations; total and forward numbers to the necessary parties (to be entered into CalRecycle's Electronic Annual Report). Attend CalRecycle Site Visits/Conference Calls, as needed. | |
| OTHER | Tasks outside of the scope of work, such as the setup of collection events, submittal of grant applications, etc. (optional) | \$500 |