



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

AGENDA
MONDAY MAY 23, 2016 – 7:00 P.M.

CALL TO ORDER: Mayor Matt Beekman

ROLL CALL: Mayor Matt Beekman
Mayor Pro Tem Jeramy Young
Councilmember Jill Silva
Councilmember George Carr
Councilmember Harold Hill

FLAG SALUTE: Mayor Matt Beekman

INVOCATION: Reverend Kenny Little

RULES FOR ADDRESSING CITY COUNCIL

Members of the audience who wish to address the City Council are requested to complete one of the forms located on the table at the entrance of the Council Chambers and submit it to the City Clerk. **Filling out the card is voluntary.**

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

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

2. PRESENTATIONS:

- 2.1: A Proclamation of the Hughson City Council Declaring June as Disability Awareness Month.
- 2.2 Report on the Stanislaus County Focus on Prevention - Phase 1 Update

3. CONSENT CALENDAR:

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

- 3.1: Approve the Minutes of the Regular Meeting of May 9, 2016.
- 3.2: Approve the Warrants Register.
- 3.3: Approve the Treasurer's Report for March 2016.
- 3.4: Adopt Resolution No. 2016-16, Setting the Appropriations Limit for Fiscal Year 2016-2017.
- 3.5: Adopt Resolution No. 2016-17, Update the Publicly Available Salary Schedule Consistent with the Requirement of California Code of Regulations Title 2 Section 570.5.
- 3.6: Consideration of a Renewed Lease Agreement with Tenant Stanislaus County for Property Located at 2413 3rd Street in Hughson - APN 018-042-025.

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

- 6.1: Consideration to Include Arts and Entertainment Matters to the Powers and Duties of the Hughson Parks and Recreation Commission.
- 6.2 Consider the Adoption of Resolution No. 2016-18, Approving an Agreement with Stanislaus County to Perform Law Enforcement Services for the City of Hughson and Related Actions.
- 6.3: Consider Releasing Request for Proposal (RFP) for Street Sweeping Services.

6:4 Review and Approve the City of Hughson’s Fiscal Year 2016-2017 Preliminary Budget.

7. CORRESPONDENCE:

7.1: Approved Minutes from April 19, 2016 Planning Commission.

8. COMMENTS:

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

City Manager:

City Clerk:

Community Development Director:

Director of Finance:

Police Services:

City Attorney:

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

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

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

9.1 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of Case: David Chase v. San Joaquin Valley Risk Management Authority et al., Workers Compensation Appeals Board, Case No. WCAB No.: ADJ7139354

WAIVER WARNING

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

ADJOURNMENT:

UPCOMING EVENTS:

May 5 – Sept 29	▪ Hughson Farmers’ Market (Thursday), 5:00 pm – 9:00 pm
May 30	▪ Memorial Day – Holiday – City Hall Closed
June 13	▪ City Council Meeting, City Hall Chambers, 7:00 P.M.
June 14	▪ Parks and Recreation Commission, City Hall Chambers, 6:00 P.M.
June 21	▪ Planning Commission, City Hall Chambers, 6:00 P.M.

AFFIDAVIT OF POSTING

DATE: May 19, 2016 **TIME:** 5:00 pm
NAME: Christine Tallman **TITLE:** City Clerk

**AMERICANS WITH DISABILITIES ACT/CALIFORNIA BROWN ACT
 NOTIFICATION FOR THE CITY OF HUGHSON**

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

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

Notice Regarding Non-English Speakers:

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

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

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

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this Agenda will be made available at the City Clerk’s counter at City Hall located at 7018 Pine Street, Hughson, CA. 4

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



Proclamation
June as Disabilities Awareness Month

WHEREAS, the City Council of the City of Hughson have recognized healthy communities as a priority; and,

WHEREAS, disabilities can affect all people, regardless of race, age, gender, or social status and the essence of life is not embodied by physical or mental perfection, but it is an integral part of the human spirit; and,

WHEREAS, increasing public awareness about diverse abilities is vital to fighting the stigma and discrimination that often serve as a barrier to employment, socialization, and individual well-being; and,

WHEREAS, there are an estimated 4,050,631 people with disabilities in the State of California, and over 68,840 people over the age of 5, with disabilities in Stanislaus County; and,

WHEREAS, within the next year, at least one out of eight Californians will experience a disability personally or through a family member; and,

WHEREAS, the City of Hughson wants to celebrate and recognize people with different abilities, independence, and productivity and their contributions to our community; and,

WHEREAS, education, understanding, access engagement, and relationships are important components of a connected, livable, and healthy community; and,

WHEREAS, communities thrive when residents appreciate the unique gifts inside people of all abilities by developing relationships with our neighbors, we make our city a place where everyone is valued; and,

WHEREAS, the Society for disABILITIES will commemorate June 2016, and each June hereafter, as Disabilities Awareness Month.

NOW, THEREFORE BE IT RESOLVED, the Hughson City Council proclaims June 2016 as Disabilities Awareness Month and we urge all our citizens to become aware of the needs and capabilities of person with disabilities within our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Hughson to be affixed this 23rd day of May, 2016.

MATT BEEKMAN, Mayor



CITY OF HUGHSON AGENDA ITEM NO. 3.1 SECTION 3: CONSENT CALENDAR

Meeting Date: May 23, 2016
Subject: Approval of the City Council Minutes
Presented By: Christine Tallman, Interim City Clerk

Approved By: _____

Staff Recommendation:

Approve the Minutes of the Regular Meeting of May 9, 2016

Background and Overview:

The draft minutes of the May 9, 2016 meeting are prepared for the Council's review.



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

**MINUTES
MONDAY, MAY 9, 2016 – 7:00 P.M.**

CALL TO ORDER: Mayor Matt Beekman

ROLL CALL:

Present: Mayor Matt Beekman
Councilmember George Carr
Councilmember Harold Hill
Councilmember Jill Silva

Absent: Mayor Pro Tem Jeramy Young

Staff Present: Raul L. Mendez, City Manager
Christine Tallman, Interim City Clerk
Daniel J. Schroeder, City Attorney
Jaylen French, Community Development Director
Larry Seymour, Chief of Police Services
Shannon Esenwein, Finance Director
Lisa Whiteside, Finance Manager
Sam Rush, Public Works Superintendent
John Padilla, City Treasurer

FLAG SALUTE: Mayor Matt Beekman

INVOCATION: Reverend Tim Gravatt

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

Jean Henley thanked the City Council for their participation in the memorial for Margaret Strutevant at the Hughson Arboretum and Gardens. She also thanked the Public Works staff for the watering of the flower baskets downtown. She suggested that in the future

that the Farmer's Market not begin on the first Thursday in May as it conflicts with the May Day school event.

2. PRESENTATIONS:

- 2.1: A Proclamation declaring the Month of May as Older Americans Month was presented to Eileene King a member of the Commission on Aging.
- 2.2: A Proclamation declaring May 15 through May 21, 2016, as National Public Works Week, and recognition of the Hughson Public Works Staff for Ten (10) years of No Loss Time Injuries was presented to Sam Rush, Public Works Superintendent.

3. CONSENT CALENDAR:

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

- 3.1: Approve the Minutes of the Regular Meeting of April 25, 2016.
- 3.2: Approve the Warrants Register.
- 3.3: Approve the City of Hughson Treasurer's Report for Report for March 2016.
- 3.4: Adopt Resolution No. 2016-14, Supporting the Approval of the Fiscal Year 2016-2017 Annual Action Plan.

BEEKMAN/HILL 4-0 (YOUNG – ABSENT) motion passes to approve the Consent Calendar as presented.

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS:

- 6.1: Adopt the Resolution No. 2016-15, a Resolution of the Hughson City Council Approving the Expenditure of Public Facilities Development Impact Fee Funds for the City of Hughson Council Chamber Upgrade.

City Manager Mendez presented the staff report on this item.

sports leagues, and the Schools District regarding facilities and park needs.

Director of Finance: Director Esenwein advised the Council that the auditors will be at City Hall the week of May 16th to begin their preliminary work. She noted that the Fiscal Year 2016-17 Preliminary Budget would be presented to the Council members at the next City Council meeting.

Police Services: Chief Larry Seymour provided the City Council with the latest Crime Statistic Report.

City Attorney: None.

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

Councilmember Carr noted the success of the annual cleanup event. He thanked the City Public Works staff and Gilton for their work on this event. He said that the Fire District's annual BBQ went well and the proceeds would go towards purchasing fire suppression equipment.

Councilmember Silva said she was impressed with the numerous events and activities of the recent weeks and thanked the City staff. She acknowledged the amount of work it takes to make these events successful. She informed the Council that the Relay for Life held in Hughson generated over \$30,000 in donations for cancer research.

Councilmember Hill said that this year's Fruit and Nut Festival drew a larger crowd than in previous years. He noted due to being ill he missed some of the other events but understood that they all went well. Also, although he didn't make the Fallen Officers Memorial at Lakewood he commented that he had heard that Councilmember Silva's address as the keynote speaker was very well received.

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

Mayor Beekman noted the growth in the Hughson Fruit and Nut Festival. He said how pleased he was that the Hughson Arboretum and Gardens would be continuing. He said that the next Mayors Meeting would be held in Turlock.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

ADJOURNMENT:

CARR/BEEKMAN 4-0 (YOUNG – ABSENT) motion passes to approve the motion passes to adjourn the meeting at 7:45 P.M.

MATT BEEKMAN, Mayor

CHRISTINE TALLMAN, Interim City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 3.2 SECTION 3: CONSENT CALENDAR

Meeting Date: May 23, 2016
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Shannon Esenwein, Director of Finance

Approved By: _____

Staff Recommendation:

Approve the Warrants Register as presented.

Background and Overview:

The warrants register presented to the City Council is a listing of all expenditures paid from May 5, 2016 through May 18, 2016.

Fiscal Impact:

There are reductions in various funds for payment of expenses.

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REPORT.: May 18 16 Wednesday
 RUN....: May 18 16 Time: 14:22
 Run By.: Lisa Whiteside

City of Hughson
 Cash Disbursement Detail Report
 Check Listing for 05-16 Bank Account.: 0100

PAGE: 001
 ID #: PY-DP
 CTL.: HUG

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
47722	5/5/2016	COS01	COSTCO WHOLESALE	\$ 232.19	B60510	SUPPLIES FOR CLEANUP DAY
47723	5/10/2016	NEU01	NEUMILLER & BEARDSLEE	\$ 1,600.00	276514a	LEGAL SVCS FOR MARCH
				\$ 7,208.14	276979a	LEGAL SVCS MARCH
			Check Total:	\$ 8,808.14		
47724	5/11/2016	FIN03	FINAL CUT MEDIA	\$ 18,486.75	Hughson01	VIDEO INSTALL & INTERNET STREAMING
47725	5/12/2016	CSM00	CSMFO	\$ 17.00	B60512	CSMFO CHAPTER MEETING
47726	5/17/2016	ABS00	ABS PRESORT	\$ 912.48	104089	PRINTING OF UTILITY BILLS MAY
47727	5/17/2016	AFL01	AFLAC	\$ 839.97	B60516	AFLAC
47728	5/17/2016	ALL07	ALLEY INSURANCE SERVICE,	\$ 592.00	1018	HEALTH PLAN CONSULTING
47729	5/17/2016	ARR00	NESTLE WATERS	\$ 54.48	16E002566	BOTTLED WATER FOR WWTP
47730	5/17/2016	AVI03	AVILA, ASHLEY	\$ 100.00	B60516	DAMAGE DEPOSIT PARK REFUND
47731	5/17/2016	BAR07	BARCO PRODUCTS	\$ 4,919.28	31600837	BENCHES & GARBAGE CANS FOR DOWNTOWN
47732	5/17/2016	BAS02	BASECAMP ENVIRONMENTAL, I	\$ 1,817.50	999	WELL #7 REPLACEMENT PROJECT
47733	5/17/2016	BEL00	BELTRAN, ERNEST	\$ 100.00	B60516	DAMAGE DEPOSIT REFUND PARK
47734	5/17/2016	BRE01	W.H. BRESHEARS	\$ 1,556.43	277048	FUEL
47735	5/17/2016	CAL08	CALAVERAS MATERIALS, INC.	\$ 90.17	1666387	CUTBACK TO REPAIRS STREETS VARIOUS LOCATIONS
47736	5/17/2016	CHA01	CHARTER COMMUNICATION	\$ 69.74	B60516	IP ADDRESS-PW SHOP
				\$ 191.81	B060517	IP ADDRESS PINE ST
			Check Total:	\$ 261.55		
47737	5/17/2016	COC00	COCO'S TAQUERIA	\$ 403.59	B60516	BURRITOS FOR CLEAN UP DAY
47738	5/17/2016	CON14	CONDOR EARTH TECHNOLOGIES	\$ 3,872.47	73089	PROFESSIONAL SERVICES FOR FEB-APR 2016
47739	5/17/2016	DOJ00	DEPT OF JUSTICE-STATE OF	\$ 64.00	B60516	JANUARY FINGERPRINTING
47740	5/17/2016	DON01	DON'S MOBILE GLASS	\$ 40.00	212882	WINDSHIELD REPAIR PWS
47741	5/17/2016	ELA01	ELAM, HEATHER JUSTINE	\$ 100.00	B60516	PARK DAMAGE DEPOSIT REFUND
47742	5/17/2016	ESE00	ESENWEIN, SHANNON	\$ 38.75	B60516	REIMB. FOR DONUTS FOR CLEAN UP DAY
47743	5/17/2016	EZN00	EZ NETWORK SOLUTIONS	\$ 326.40	31335	OFF SITE DATE STORAGE FOR APRIL
47744	5/17/2016	FRA03	FRANTZ WHOLESALE NURSERY	\$ 204.49	545774	FLOWERS FOR HUGHSON AVE.
47745	5/17/2016	FRE04	FREEMAN, KAREN	\$ 100.00	B60516	DAMAGE DEPOSIT PARK
47746	5/17/2016	GAR13	GARZA, HOMER	\$ 222.60	B60516	CERTIFICATION RENEWAL & MILEAGE REIMBURSEMENT
47747	5/17/2016	GAR14	GARTON TRACTOR	\$ 715.72	ST81642	KUBOTA 2016 SERVICE
47748	5/17/2016	GEO01	GEOANALYTICAL LABORATORIE	\$ 215.78	C6D1905	LAB TESTING
				\$ 55.00	C6D2002	LAB TESTING
				\$ 35.00	C6D2003	LAB TESTING
				\$ 35.00	C6D2602	LAB TESTING

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			\$ 215.78	C6D2607	LAB TESTING
			\$ 35.00	C6E0301	LAB TESTING
		Check Total:	\$ 591.56		
47749	5/17/2016	GIB00 GIBBS MAINTENANCE CO	\$ 1,566.50	19540	JANITOR SERVICES FOR APRIL
47750	5/17/2016	GIL01 GILTON SOLID WASTE MANAGE	\$ 37,604.02	B60516	APRIL GARBAGE LESS FRANCHISE FEE
47751	5/17/2016	HOM01 THE HOME DEPOT CRC	\$ 1,090.55	B60516	SUPPLIES FOR PW & BLINDS
47752	5/17/2016	HUG03 HUGHSON CHRONICLE	\$ 89.00	108864	2016 HUGHSON FRUIT & NUT AD
			\$ 358.50	108913	LEGAL #2343 WEEK OF 5/10/ 16 ARSENIC NOTICE
		Check Total:	\$ 447.50		
47753	5/17/2016	HUG08 CITY OF HUGHSON	\$ 2,960.47	B60517	LLD WATER SERVICE FOR APRIL & MAY
47754	5/17/2016	HUG11 HUGHSON FARM SUPPLY	\$ 43.81	H174373	MISC. TOOLS & SUPPLIES
			\$ 21.43	H174614	MISC. TOOLS & SUPPLIES
			\$ 14.53	H175083	MISC. TOOLS & SUPPLIES
			\$ 10.20	H175569	MISC. TOOLS & SUPPLIES
			\$ 42.29	H176266	MISC. TOOLS & SUPPLIES
		Check Total:	\$ 132.26		
47755	5/17/2016	HUG28 HUGHSON TIRE	\$ 40.00	B60516	TIRE REPAIR
47756	5/17/2016	HUG34 VALLEY PARTS WAREHOUSE, I	\$ 63.62	173008	SMALL MATERIAL NEEDED FOR VEHIC. MAINT & REPAIR
			\$ 72.54	173504	SMALL MATERIAL NEEDED FOR VEHIC. MAINT & REPAIR
			\$ 38.14	173520	SMALL MATERIAL NEEDED FOR VEH. MAINT & REPAIR
			\$ 5.13	173702	SMALL MATERIAL NEEDED FOR VEHICLE MAINT & REPAIR
		Check Total:	\$ 179.43		
47757	5/17/2016	INT13 INTERSTATE SALES	\$ 4,106.97	12622	CRACK SEALER MATERIAL 2016
47758	5/17/2016	LEG01 LEGAL SHIELD	\$ 25.90	B60516	LEGAL SERVICES
47759	5/17/2016	MCF01 MCFADDEN CONSTRUCTION, IN	\$ 7,433.11	B60516	HUGHSON AVE IMPROVEMENT PROJ. RETENTION PAYMENT
47760	5/17/2016	MEN20 MENDEZ, RAUL	\$ 1,087.71	B60516	REIMB. FOR FRUIT & NUT SUPPLIES & AD FOR DEP. CITY
47761	5/17/2016	NOR06 NORTHSTAR CHEMICAL	\$ 1,170.19	85219	CHLORINE AT WELL #8
47762	5/17/2016	ORT04 ORTIZ, RAMON	\$ 210.00	B60516	DAMAGE DEPOSIT & KEY DEP REFUND 04/30/16
47763	5/17/2016	PAC05 PACIFIC PLAN REVIEW	\$ 492.24	H1006-16	CONTRACT SRVCS PLANNING/B
			\$ 150.56	H1013-16	CONTRACT SRVCS PLANNING/B
47763	5/17/2016	PAC05 PACIFIC PLAN REVIEW	\$ 117.21	H1014-16	CONTRACT SRVCS PLANNING/B
			\$ 186.55	H1015-16	CONTRACT SRVCS PLANNING/B
			\$ 144.51	H1016-16	CONTRACT SRVCS PLANNING/B
			\$ 106.25	H1019-16	CONTRACT SRVCS PLANNING/B
			\$ 217.41	H1033-15	CONTRACT SRVCS PLANNING/B
			\$ 892.50	04-16ADMI	CONTRACT SRVCS PLANNING/B
			\$ 3,570.00	04-16INSP	CONTRACT SRVCS PLANNING/B
		Check Total:	\$ 5,877.23		

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47764	5/17/2016	PAS00	PASTRAN, MARIA	\$	100.00	B60516	DAMAGE DEPOSIT REFUND PARK
47765	5/17/2016	PER01	P.E.R.S.	\$	1,950.00	B60516	FEES FOR GASB-68
47766	5/17/2016	PER11	PEREZ, ERICKA CARRANZA	\$	100.00	B60516	DAMAGE DEPOSIT REFUND PARK
47767	5/17/2016	PRE07	PREFERRED ALLIANCE, INC.	\$	82.56	0121583IN	OFF SITE PARTICIPANTS
47768	5/17/2016	QUI03	QUICK N SAVE	\$	32.56	1-1673	FUIEL
				\$	146.93	1-2256	FUEL
				\$	44.19	1-8130	FUEL
			Check Total:	\$	223.68		
47769	5/17/2016	RAY05	RAYA, NEIL	\$	170.00	B60517	CERTIFICATION RENEWAL REIMBURSEMENT
47770	5/17/2016	RUS01	RUSH, SAM	\$	45.00	B60516	EDUCATION REQUIRED FOR MS4
47771	5/17/2016	STE07	STEELEY, JARED WATER & WA	\$	1,700.00	6384	CONSULTING SERVICES FOR APRIL
47772	5/17/2016	SUN03	SUNBELT RENTALS, INC.	\$	75.85	59373127	DRILL FOR RAILINGS FOR HUGHSON AVE
47773	5/17/2016	THA04	THALES CONSULTING, INC	\$	100.00	1216	ANNUAL SPECIAL DISTRICT REPORT
47774	5/17/2016	TID01	TURLOCK IRRIGATION DIST.	\$	13,271.69	B60516	ELECTRIC
47775	5/17/2016	TRO00	TROPHY WORKS	\$	16.15	82229	NAME PLATE FOR ALAN MCFADON
47776	5/17/2016	TUR12	TURLOCK, CITY OF	\$	1,832.22	2016-001	FUEL
				\$	181.20	2016-0020	FUEL
			Check Total:	\$	2,013.42		
47777	5/17/2016	UNI05	UNITED RENTALS	\$	423.43	269537001	CORE DRILL TO MAKE HOLES FOR HUGHSON AVE RAILINGS
47778	5/17/2016	WAR00	WARDEN'S OFFICE	\$	(4.83)	CK47349C	OFFICE SUPPLY CREDIT
47778	5/17/2016	WAR00	WARDEN'S OFFICE	\$	(223.54)	18890100C	OFFICE SUPPLY RETURN
				\$	485.32	18926560	OFFICE SUPPLIES
				\$	27.34	18930010	OFFICE SUPPLIES
				\$	454.33	18960170	OFFICE SUPPLIES
				\$	72.97	18966970	OFFICE SUPPLIES
			Check Total:	\$	811.59		
47779	5/17/2016	WIL14	WILLDAN ENGINEERING	\$	1,693.00	20160128	FOX/CHARLES STOP
				\$	10,012.50	20160421	FOX IMPROVEMENT PROJECT
				\$	217.50	2016-0421	ENGINEERING SERVICES FOR MARCH
			Check Total:	\$	11,923.00		
47780	5/17/2016	\A001	ISRAEL ARREDONDO	\$	75.29	000B60501	MQ CUSTOMER REFUND FOR ARR0011
47781	5/17/2016	\B001	VICENTE & SALOME BASULTO	\$	53.58	000B60501	MQ CUSTOMER REFUND FOR BAS0002
47782	5/17/2016	\C007	PATRICK COLE	\$	124.82	000B60501	MQ CUSTOMER REFUND FOR COLLO019
47783	5/17/2016	\C008	KRISTEN & JEFF COLWELL	\$	27.85	000B60501	MQ CUSTOMER REFUND FOR COL0032
47784	5/17/2016	\G012	SHERYL GONZALEZ	\$	28.11	000B60501	MQ CUSTOMER REFUND FOR GON0044

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47785	5/18/2016	EMP01	STATE OF CALIFORNIA	\$	1,795.97	B60518	PAYROLL TAXES
47786	5/18/2016	HAR02	THE HARTFORD	\$	379.66	B60518	DEFERRED COMPENSATION
47787	5/18/2016	PER01	P.E.R.S.	\$	6,733.02	B60518	RETIREMENT
47788	5/18/2016	STA23	CalPERS SUPPLEMENTAL INCO	\$	710.00	B60518	DEFERRED COMPENSATION
47789	5/18/2016	UNI07	UNITED WAY OF STANISLAUS	\$	29.00	B60518	UNITED WAY
47790	5/18/2016	FIN04	FINELINE STRIPING	\$	9,725.00	1725	BIKE LANE STRIPING
			Cash Account Total:		----- \$ 203,148.29		
			Total Disbursements:		----- \$ 203,148.29 =====		



CITY OF HUGHSON AGENDA ITEM NO. 3.3 SECTION 3: CONSENT CALENDAR

Meeting Date: March 23, 2016
Subject: Approval of the Treasurer's Report: Investment Portfolio Report – March 2016
Presented By: John Padilla, City Treasurer
Approved By: _____

Staff Recommendation:

Review and approve the City of Hughson Treasurer's Report: Investment Portfolio Report for March 2016.

Summary:

The City Treasurer is required to review the City's investment practices and approve the monthly Treasurer's report. Enclosed is a summary of the City of Hughson's Investment Portfolio for March 2016 and is provided as a supplementary document to the monthly Treasurer's report. As of March 2016, the City of Hughson's investment total is \$2,604,771.55 and has a total cash and investment balance of \$14,257,618.58. All investment actions executed since the last report have been made in full compliance of the City of Hughson's Investment Policy. The City of Hughson meets its expenditure obligations for the next six months as required by California Government Code Section 53646 (b) (2) and (3) respectively.

Background and Overview:

The Investment Portfolio Report is intended to provide supplementary documentation of the City of Hughson's investment practices. According to the City of Hughson's Investment Policy, the City Treasurer shall submit to the City Council a quarterly investment report containing a complete description of the portfolio, the type of investments, the issuers, maturity dates, par and dollar values, and the current market values of each component of the portfolio. It is the goal of the City Treasurer however, to provide the investment report on a monthly basis as a supplement to the Treasurer's Report. Furthermore, when dealing with investment activities, the City of Hughson primary objectives, in order of priority, are safety, liquidity, and return on investments.

According to Michael DeGeeter, the City's MBS Account Executive, the City of Hughson utilizes a 5 year Certificate of Deposit (CD) laddering approach for its investment practices. This approach layers various CDs depending on interest rates and timing, which allows for reduced portfolio rates and a continuous stream of maturity dates. Mr. DeGeeter states that this CD approach has always spread positively for the City of Hughson and has had the highest yield of any spread thus far.

Enclosed is the City of Hughson's Treasurer's Report: Investment Portfolio Report for March 2016 along with supplementary graphs depicting the percentage of the City's portfolio of investments. After review and evaluation of the report, City staff submits the following detailed explanation for investments displaying significant variances:

L.A.I.F. Investments

The reported Local Agency Investment Fund (L.A.I.F.) investments reflect the City's most current balance statement as of January 15, 2016. The two L.A.I.F. accounts share a combined balance of \$78,909.24, comprising of only 3.03% of the City's total portfolio of investments. L.A.I.F. investments are reported on a quarterly basis. City Staff will continue to report the most recent L.A.I.F. investments and will proceed to update the funds on a quarterly basis.

Fiscal Impact:

As of March 2016, the total investments balance for the City of Hughson is \$2,604,771.55 accounting for 18.27% of the City's total cash and investments. The total cash and investment amount is \$14,257,618.58. Of the amounts invested, 0.40% is invested in Cash, Money, Funds, and Bank Deposits, 3.03% is invested in L.A.I.F. investments, and 96.57% is invested in CDs. As the year progresses and market values and interest rates increase, City Staff will continue to monitor and report the City of Hughson's investment practices.

**City of Hughson
Portfolio of Investments
March 2016**

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	\$ 11,609,450.31	\$ 305,088.73	\$ -	\$ 11,914,539.04
Adjustment-Direct Deposit Payroll		\$ -		\$ -
Outstanding Deposits +			\$ -	\$ -
Outstanding Checks/transfers -	\$ 14,801.48	\$ (276,493.49)	\$ -	\$ (261,692.01)
ADJUSTED TOTAL	\$ 11,624,251.79	\$ 28,595.24	\$ -	\$ 11,652,847.03
Investments: Various				\$ 1,053,492.21
Multi-Bank WWTP				\$ 1,472,370.10
Investments: L.A.I.F.		\$ 39,517.46	\$ 39,391.78	\$ 78,909.24
Total Investments				\$ 2,604,771.55
Total Cash & Investments				\$ 14,257,618.58

All investment actions executed since the last report have been made in full compliance with the Investment Policy. The City of Hughson will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b)(2) and (3) respectively.

Breakdown of Investments

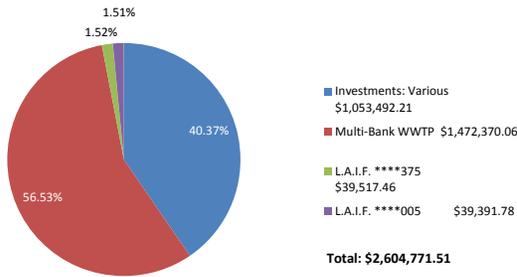
Investments: Various - ***850							
Description	Maturity Dates	Quantity	Opening Balance	Closing Balance	Interest Accrued	% of Portfolio	
Cash, Money, Funds, and Bank Deposits:			\$ 519.69	\$ 2,256.17	\$ -	0.21%	
Total:			\$ 519.69	\$ 2,256.17	\$ -		
Fixed Income (Certificate of Deposits)							
Maturity Dates	Months til Maturity	Quantity	Market Price	Market Value	Interest Accrued	Rate of Return	% of Portfolio
09/30/11 - 09/30/16	= 7 mo.	\$ 115,000.000	\$ 100.6850	\$ 115,799.25	\$ 6.30	2.000%	10.99%
11/16/11 - 11/16/16	= 8 mo.	\$ 53,000.000	\$ 100.8740	\$ 53,463.22	\$ 404.83	2.050%	5.07%
05/04/12 - 05/04/17	= 14 mo.	\$ 100,000.000	\$ 101.0230	\$ 101,023.00	\$ 704.79	1.750%	9.59%
05/09/13 - 05/09/18	= 26 mo.	\$ 100,000.000	\$ 100.3490	\$ 100,349.00	\$ 441.10	1.150%	9.53%
11/13/14 - 11/13/18	= 32 mo.	\$ 27,000.000	\$ 101.2650	\$ 27,341.55	\$ 159.37	1.550%	2.60%
01/28/16 - 01/28/19	= 34 mo.	\$ 76,000.000	\$ 100.9140	\$ 76,694.64	\$ 196.77	1.500%	7.28%
09/11/14 - 09/11/19	= 42 mo.	\$ 55,000.000	\$ 101.5480	\$ 55,851.40	\$ 64.79	2.150%	5.30%
10/16/14 - 10/16/19	= 43 mo.	\$ 30,000.000	\$ 101.8010	\$ 30,540.30	\$ 295.11	2.150%	2.90%
10/16/14 - 10/16/19	= 43 mo.	\$ 100,000.000	\$ 101.8010	\$ 101,801.00	\$ 983.70	2.150%	9.66%
12/04/14 - 12/04/19	= 45 mo.	\$ 80,000.000	\$ 102.1150	\$ 81,692.00	\$ 568.99	2.200%	7.75%
11/04/15 - 11/04/20	= 56 mo.	\$ 91,000.000	\$ 101.8880	\$ 92,718.08	\$ 793.32	2.150%	8.80%
11/04/15 - 11/04/20	= 56 mo.	\$ 100,000.000	\$ 101.8880	\$ 101,888.00	\$ 871.78	2.150%	9.67%
11/04/15 - 11/04/20	= 56 mo.	\$ 110,000.000	\$ 101.8860	\$ 112,074.60	\$ 981.26	2.200%	10.64%
Total CDs				\$ 1,051,236.04	\$ 6,472.11		99.79%
Total Investments: Various Holdings				\$ 1,053,492.21	\$ 6,472.11		100.00%
Total Portfolio Investment							40.44%

Multi-Bank WWTP - ***934							
Description	Maturity Dates	Quantity	Opening Balance	Closing Balance	Interest Accrued	% of Portfolio	
Cash, Money, Funds, and Bank Deposits:			\$ 6,737.9000	\$ 8,198.79	\$ -	0.56%	
Total:			\$ 6,737.9000	\$ 8,198.79	\$ -		
Fixed Income (Certificate of Deposits)							
Maturity Dates	Months til Maturity	Quantity	Market Price	Market Value	Interest Accrued	Rate of Return	% of Portfolio
09/30/11 - 03/30/16	= 1 mo.	\$ 31,000.000	\$ 100.6950	\$ 31,215.45	\$ 1.70	2.000%	2.12%
11/23/11 - 11/23/16	= 8 mo.	\$ 107,000.000	\$ 100.8970	\$ 107,959.79	\$ 775.24	2.050%	7.33%
05/08/13 - 05/08/18	= 26 mo.	\$ 40,000.000	\$ 100.3500	\$ 40,140.00	\$ 181.48	1.150%	2.73%
05/09/13 - 05/09/18	= 26 mo.	\$ 57,000.000	\$ 100.3490	\$ 57,198.93	\$ 251.42	1.150%	3.88%
05/10/13 - 05/10/18	= 26 mo.	\$ 250,000.000	\$ 100.3500	\$ 250,875.00	\$ 151.03	1.050%	17.04%
12/18/13 - 12/18/18	= 33 mo.	\$ 25,000.000	\$ 101.7850	\$ 25,446.25	\$ 146.03	2.050%	1.73%
01/10/14 - 01/10/19	= 34 mo.	\$ 95,000.000	\$ 101.7490	\$ 96,661.55	\$ 400.56	1.900%	6.57%
03/08/13 - 03/08/19	= 36 mo.	\$ 46,000.000	\$ 99.3400	\$ 45,696.40	\$ 33.33	1.150%	3.10%
03/21/14 - 03/21/19	= 36 mo.	\$ 80,000.000	\$ 101.7630	\$ 81,410.40	\$ 38.47	1.950%	5.53%
04/30/15 - 04/30/19	= 37 mo.	\$ 100,000.000	\$ 100.0730	\$ 100,073.00	\$ 4.11	1.500%	6.80%
05/28/14 - 05/28/19	= 38 mo.	\$ 40,000.000	\$ 101.9060	\$ 40,762.40	\$ -	0.000%	2.77%
06/04/14 - 06/04/19	= 39 mo.	\$ 80,000.000	\$ 101.5300	\$ 81,224.00	\$ 517.26	2.000%	5.52%
10/08/14 - 10/08/19	= 43 mo.	\$ 50,000.000	\$ 101.8480	\$ 50,924.00	\$ 515.41	2.150%	3.46%
10/14/14 - 10/15/19	= 43 mo.	\$ 54,000.000	\$ 101.8390	\$ 54,993.06	\$ 525.06	2.100%	3.74%
10/22/14 - 10/22/19	= 43 mo.	\$ 83,000.000	\$ 101.7920	\$ 84,487.36	\$ 787.14	2.150%	5.74%
04/30/15 - 04/30/20	= 49 mo.	\$ 100,000.000	\$ 100.1200	\$ 100,120.00	\$ 208.90	1.250%	6.80%
11/04/15 - 11/04/20	= 56 mo.	\$ 211,000.000	\$ 101.8880	\$ 214,983.68	\$ 1,839.46	2.150%	14.60%
Total CDs				\$ 1,464,171.27	\$ 6,376.60		99.44%
Total Multi-Bank WWTP Holdings				\$ 1,472,370.06	\$ 6,376.60		100.00%
Total Portfolio Investment							56.53%

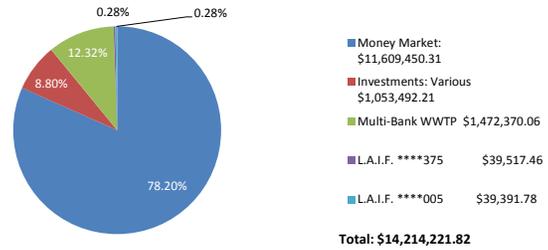
L.A.I.F. Investments					
Account #	Quarter End Principal		Quarterly Interest		% of Investment
	Balance as of 01/15/2015	Interest Rate	Earned as of 01/15/2015	Total	
****375	\$ 39,480.92		\$ 36.54	0.37%	50.08%
****005	\$ 39,355.36		\$ 36.42	0.37%	49.92%
Total L.A.I.F. Investments Holdings					100.00%
Total Portfolio Investment					3.03%

Charts and Graphs

**Total Portfolio of Investments by Account
March 2016**



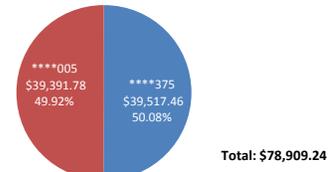
**Total Portfolio of Investment
(Including Money Market Cash)
March 2016**



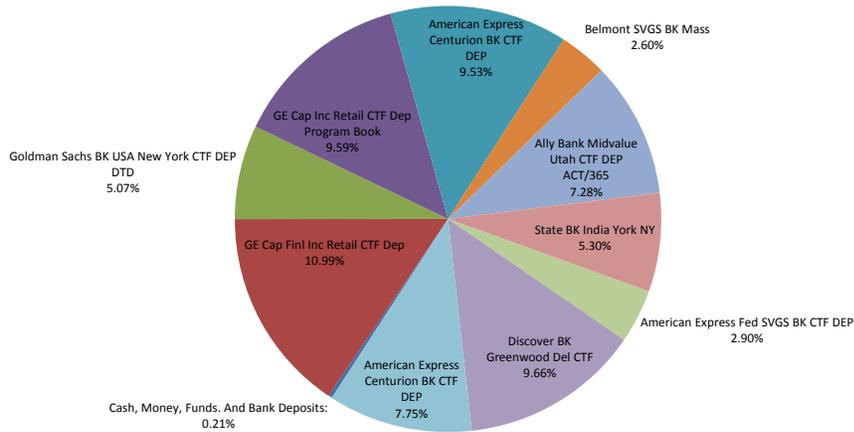
**Total Portfolio of Investments by Type
March 2016**



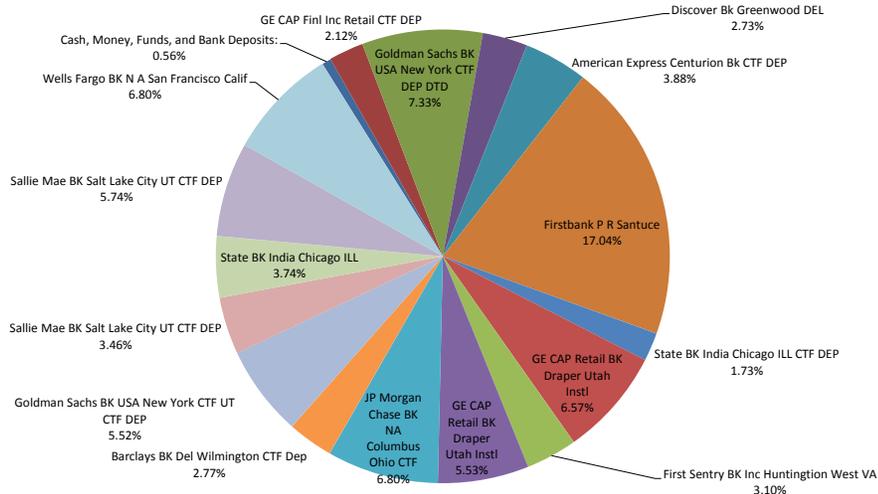
**Breakdown of L.A.I.F. Investments
March 2016**



Breakdown of Investments: Various - *850
March 2016**



Breakdown of Multi-Bank WWTP - *934
March 2016**





CITY OF HUGHSON AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: May 23, 2016
Subject: Adoption of Resolution No. 2016-16, Setting the Appropriations Limit for Fiscal Year 2016-2017
Presented By: Shannon Esenwein, Director of Finance

Approved By: _____

Staff Recommendation:

Adopt Resolution No. 2016-16, setting the Appropriation Limit for Fiscal Year 2016-2017.

Background and Overview:

The Appropriations Limitation imposed by Propositions 4 and 11 creates a restriction on the amount of revenue that can be appropriated in any fiscal year. The limit is based on the actual appropriations during the 1978-79 (base year established by Proposition 13) and is increased each year using the growth of population and inflation. This information is received from the California Department of Finance. The restricted revenues are those defined as "proceeds of taxes". This means that even though an agency may collect a large amount of tax, it cannot appropriate more than the established limit. Problems can arise when there is a strong flow of tax revenue and the population and/or inflation figures remain constant (or go down). In this situation, an agency will be required to return the excess tax proceeds.

Annually, the City is required to prepare a statement of Appropriations Limit in compliance with Section XIII B of the California Constitution and Section 7910 of the California Government Code. The attached and supporting documentation provides for this annual declaration.

The Appropriations Limit is the calculation combining per-capita personal income change and population growth. It restricts the ability to receive and appropriate proceeds of taxes. Exhibit "A" shows the calculation. The 2016-2017 Fiscal Year Appropriations Limit has increased to \$2,988,108. The increase can be attributed to the 1.33% population growth and the 5.37% increase in per-capita income. By comparison, the Appropriations Limits in the prior fiscal years were as follows:

Prior Years Appropriations Limit Level:

Fiscal Year 2011-2012	\$2,292,215
Fiscal Year 2012-2013	\$2,418,355
Fiscal Year 2013-2014	\$2,612,593
Fiscal Year 2014-2015	\$2,663,929
Fiscal Year 2015-2016	\$2,798,603

Fiscal Impact:

The City of Hughson's Appropriation Limit is \$2,988,108. This is compared to the Appropriations Subject to Limit which is \$1,901,052 (the projected dollar of proceeds of taxes). Per the California government Code, the City cannot spend more than \$2,988,108, although it is only planning to receive \$1,901,052. Furthermore, the Appropriation Subject to Limit cannot exceed the Appropriations Limit.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2016-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
SETTING THE APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2016-
2017**

WHEREAS, annually, the City of Hughson is required to prepare a statement of appropriations limit in compliance with Section XIIB 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.

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

1. Said appropriations limit for fiscal year 2016-2017 is \$2,988,108, and the total appropriations subject to limitation are \$1,901,052.
2. In the computation of such limitation, the price factor used is the percentage change in California per capita personal income over the prior year, or 5.37%.
3. 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 1.33%.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 23rd day of May, 2016 by the following roll call votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

MATT BEEKMAN, Mayor

ATTEST:

CHRISTINE TALLMAN, Interim City Clerk

Exhibit A

City of Hughson Appropriation Limit Calculation

Fiscal Year 2016-17

The City of Hughson, in compliance with Article XIII-B of the California Constitution (Proposition 4) and Section 7910 of the California Government Code, hereby establishes the City of Hughson's Appropriation Limit for the Fiscal Year of 2016-17:

Appropriation Limit Fiscal Year 2015-16	2,798,603
Calculation of Factor for Fiscal Year 2015-16	
Per Capita personal income percentage change: (% change of Per Capita Income: 5.37%)	1.0537
Percent change in population: (% change in population: 1.33%)	1.0133
Change Factor: 1.0537×1.0133	1.067714
Appropriation Limit Fiscal Year 2016-17	2,988,108
Appropriations Subject to Limit	1,901,052

CITY OF HUGHSON				
Exhibit B - Proceeds of Taxes				
Revenue Description	Acct #	Proceeds	Non Proceeds	Total 2016-17
CURRENT PROPERTY	4001	265,000		265,000
PRIOR YEAR	4003	500		500
PROPERTY TAX - UNSEC OTHER	4004	500		500
PROP TAX - RDA CONTR	4006	5,000		5,000
SALES TAX	4101	887,000		887,000
IN LIEU SALES TAX	4102	-		-
PROPERTY TRANSFER TAX	4103	15,000		15,000
GAS UTILITY	4201	15,000		15,000
GARBAGE FRANCHISE	4202	38,400		38,400
CABLE/PHONE T.V.	4203	31,000		31,000
BUSINESS LICENSES	4301	20,000		20,000
BUILDING PERMITS	4401		66,000	66,000
YARD SALE PERMITS	4405		450	450
ENCROACHMENT PERMITS	4407		7,110	7,110
ORDINANCE UPDATE	4408		-	-
OTHER PERMITS	4409		2,000	2,000
TRAFFIC FINES	4501		35,000	35,000
PARKING FINES	4504		3,500	3,500
INTEREST EARNED	4601		2,000	2,000
RENTS, LEASE RIGHTS, & ROYALTIES	4602		-	-
GRANTS - BEV/OTHER	4706		5,000	5,000
MOTOR VEHICLE IN LIEU TAX	4710	475,020		475,020
HOMEOWNER'S PROP. TAX RELIEF	4720	2,000		2,000
SB813 SUPPLEMENTAL TAXES	4725		1,500	1,500
STANISLAUS COUNTY FEES	4728		1,000	1,000
PLANNING APPLICATION	4735		1,000	1,000
PROP 172-PUBLIC SAFETY AUG	4737		7,000	7,000
UTILITY PENALTIES	4803		70,000	70,000
PLAN CHECK FEES	4813		42,000	42,000
ENGINEERING PLAN REVIEW	4815		-	-
BLDG CODE VIOLATIONS	4821		1,000	1,000
VEHICLE RELEASE FEES	4827		15,500	15,500
MISC. FEES & CHARGES	4829		20,000	20,000
RETURNED CHECK CHARGES	4830		1,500	1,500
BOOKING FEES	4833		400	400
SALE OF DOCUMENTS	4902		100	100
SALE OF SURPLUS PROPERTY	4909		-	-
DIRECT ASSESSMENT	4910		-	-
REFUND	4915		20,000	20,000
SB 90 REIMBURSEMENTS	4918		-	-
SUNDRY REVENUES	4919		500	500
QUASI-EXTERNAL TRANSACTION	4920		402,000	402,000
RENTAL FEE	4931		22,000	22,000
SECURITY DEPOSIT	4933		-	-
AB 939 / TIRE AMNESTY	4935		5,000	5,000
CLEANING FEES	4936		-	-
RECLASSIFIED ACCOUNTS	49XX		-	-
TRANSFERS-IN	4999	146,632		146,632
TOTAL REVENUE		1,901,052	731,560	2,632,612
Appropriations Subject to Limitation		1,901,052		



CITY OF HUGHSON AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: May 23, 2016
Subject: Adoption of Resolution No. 2016-17, Update the Publicly Available Salary Schedule Consistent with the Requirement of California Code of Regulations Title 2 Section 570.5
Presented By: Shannon Esenwein, Director of Finance

Approved By: _____

Staff Recommendation:

Adopt Resolution No. 2016-17, to update the Publicly Available Salary Schedule consistent with the requirement of California Code of Regulations, Title 2, Section 570.5.

Background and Overview:

On August 19, 2011, the California Public Employees' Retirement System (CalPERS) distributed Circular Letter 200-056-11 to inform all CalPERS Employers of the newly enacted California Code of Regulations (CCR) Title 2, Section 570.5. The addition of Section 570.5 would ensure consistency between CalPERS employers and enhance the disclosure and transparency of public employee compensation by requiring that the pay rate be listed on a pay schedule or in a document meeting criteria set for in the regulations. This regulation applies to all employers reporting compensation to CalPERS.

CCR Section 570.5 requires that a salary schedule, among other things, must:

1. Be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws.
2. Identify the position title for every employee position.
3. Show the pay rate as a single amount or multiple amounts within a range for each identified position.
4. Indicate the time base such as hourly, daily, bi-weekly, monthly, bi-monthly, or annually.
5. Be posted at the office of the employer or immediately accessible and

available for public review from the employer during normal business hours or posted on the employer's internet website.

6. Indicate an effective date and date of any revisions.
7. Be retained by the employer and available for public inspection for not less than five years.
8. Not reference another document in lieu of disclosing the pay rate.

Historically, the City of Hughson has not adopted a stand-alone salary schedule but rather as part of the budget or upon approval of a new Memorandum of Understanding between the City of Hughson and the Operating Engineers Local Union No. 3 on behalf of the City of Hughson Employees Association. However, the previously adopted salary schedules do not meet all of the requirements listed above. Last year was the first year the City of Hughson adopted a stand-alone salary schedule. The Publicly Available Salary Schedule has a central role in determining compensation earnable and pension benefits. It is important that the City of Hughson continues to ensure that the requirements of CCR 570.5 are met.

CalPERS has indicated that each time a salary increase is approved, the Salary Schedule must be updated and approved by Council. In order to meet the requirements, Resolution 2016-17 has been prepared to formally approve the Salary Schedules for Fiscal Year 2016-2017.

Fiscal Impact:

There is no fiscal impact to the City associated with this item.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2016-17

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

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

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

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

WHEREAS, the City of Hughson has determined that the Salary Range Schedule for Designated Management Employees and the Memorandum of Understanding between the City of Hughson and Operating Engineers Local Union No. on behalf of the City of Hughson Employees Association Exhibit "A" should be updated to meet all of the requirements for CCR, Title 2, Section 570.5; and

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

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

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

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

1. Salary Schedule for Fiscal Year 2016-2017 has been updated to meet all of the requirements of California Code of Regulations Section 570.5.

2. The updated Salary Schedule is included as an attachment to this Resolution as Exhibit A.
3. That any future salary increases will result in an update to the Salary Schedule, which will be adopted by Resolution by the City Council.
4. Exhibit A will become a publicly available document with an effective date of July 1, 2016.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 23RD day of May, 2016 by the following roll call votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

MATT BEEKMAN, Mayor

ATTEST:

CHRISTINE TALLMAN, Interim City Clerk

**City of Hughson
Salary Schedule
Fiscal Year 2016-2017
Exhibit A**

City of Hughson Employee Association Members		Salary Range									
		A		B		C		D		E	
Position	Range	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Accounting Technician I	53	14.52	2,516.53	15.24	2,642.36	16.01	2,774.48	16.81	2,913.20	17.65	3,058.86
Accounting Technician II	72	17.54	3,040.25	18.42	3,192.26	19.34	3,351.87	20.30	3,519.47	21.32	3,695.44
Building Inspector	99	22.95	3,977.28	24.09	4,176.14	25.30	4,384.95	26.56	4,604.20	27.89	4,834.41
Code Enforcement Officer	74	17.89	3,101.36	18.79	3,256.42	19.73	3,419.24	20.71	3,590.21	21.75	3,769.72
Maintenance Worker I	51	14.23	2,466.95	14.94	2,590.30	15.69	2,719.81	16.48	2,855.80	17.30	2,998.59
Maintenance Worker II	69	17.02	2,950.83	17.88	3,098.37	18.77	3,253.29	19.71	3,415.96	20.69	3,586.76
Mechanic/Maintenance Worker II	77	18.43	3,195.33	19.36	3,355.10	20.32	3,522.85	21.34	3,698.99	22.41	3,883.94
Park and Recreation Coordinator	29	11.43	1,981.94	12.01	2,081.03	12.61	2,185.08	13.24	2,294.34	13.90	2,409.06
Park Maintenance Worker	69	17.02	2,950.83	17.88	3,098.37	18.77	3,253.29	19.71	3,415.96	20.69	3,586.76
Planning and Building Assistant	99	22.95	3,977.28	24.09	4,176.14	25.30	4,384.95	26.56	4,604.20	27.89	4,834.41
Public Works Supervisor	94	21.83	3,784.24	22.92	3,973.46	24.07	4,172.13	25.27	4,380.73	26.54	4,599.77
Redevelopment and Housing Program Analyst	99	22.95	3,977.28	24.09	4,176.14	25.30	4,384.95	26.56	4,604.20	27.89	4,834.41
Senior Accounting Technician	84	19.76	3,425.83	20.75	3,597.12	21.79	3,776.97	22.88	3,965.82	24.02	4,164.11
Senior Maintenance Worker	77	18.43	3,195.33	19.36	3,355.10	20.32	3,522.85	21.34	3,698.99	22.41	3,883.94
Senior Parks Maintenance Worker	77	18.43	3,195.33	19.36	3,355.10	20.32	3,522.85	21.34	3,698.99	22.41	3,883.94
Senior Water Distribution System Operator	89	20.77	3,600.58	21.81	3,780.61	22.90	3,969.64	24.05	4,168.12	25.25	4,376.52
Senior Water Distribution/Treatment System Operator	97	22.49	3,898.91	23.62	4,093.85	24.80	4,298.55	26.04	4,513.47	27.34	4,739.15
Wastewater Chief Plant Operator	97	22.49	3,898.91	23.62	4,093.85	24.80	4,298.55	26.04	4,513.47	27.34	4,739.15
Wastewater Treatment Plant Operator I	81	19.18	3,325.07	20.14	3,491.33	21.15	3,665.89	22.21	3,849.19	23.32	4,041.65
Wastewater Treatment Plant Operator II	89	20.77	3,600.58	21.81	3,780.61	22.90	3,969.64	24.05	4,168.12	25.25	4,376.52
Wastewater Treatment Plant Operator-In-Training	60	15.57	2,698.06	16.34	2,832.97	17.16	2,974.62	18.02	3,123.35	18.92	3,279.51
Water Distribution System Operator	81	19.18	3,325.07	20.14	3,491.33	21.15	3,665.89	22.21	3,849.19	23.32	4,041.65

Designated Management Employees		Salary Range									
		A		B		C		D		E	
Position	Range	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Accounting Manager	114		4,617.50		4,848.37		5,090.79		5,345.33		5,612.59
City Clerk/Assistant to the City Manager	119		4,853.03		5,095.69		5,350.47		5,617.99		5,898.89
City Manager	185		9,358.88		9,826.83		10,318.17		10,834.08		11,375.78
Community Development Director	141		6,040.65		6,342.68		6,659.82		6,992.81		7,342.45
Director of Administrative Services	139		5,921.62		6,217.71		6,528.59		6,855.02		7,197.77
Director of Parks and Recreation	139		5,921.62		6,217.71		6,528.59		6,855.02		7,197.77
Finance Director	139		5,921.62		6,217.71		6,528.59		6,855.02		7,197.77
Management Analyst	104		4,180.16		4,389.17		4,608.62		4,839.06		5,081.01
Parks and Recreation Manager	104		4,180.16		4,389.17		4,608.62		4,839.06		5,081.01
Public Works Superintendent	104		4,180.16		4,389.17		4,608.62		4,839.06		5,081.01
Utilities Superintendent	121		4,950.58		5,198.11		5,458.01		5,730.92		6,017.46

City of Hughson
Salary Schedule
Fiscal Year 2016-2017
Exhibit A

Part time/Temporary		Salary Range									
		A		B		C		D		E	
Position	Range	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Office Assistant II	31	11.66	2,021.77	12.25	2,122.86	12.86	2,229.01	13.50	2,340.46	14.18	2,457.48

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



CITY OF HUGHSON AGENDA ITEM NO. 3.6

SECTION 3: CONSENT CALENDAR

Meeting Date: May 23, 2016
Subject: Consideration of a Renewed Lease Agreement with
Tenant Stanislaus County for Property Located at 2413 3rd
Street in Hughson - APN 018-042-025
Presented By: Raul L. Mendez, City Manager
Approved By: _____

Staff Recommendation:

Authorize the Mayor to sign the lease agreement and its associated documents, inclusive of any final edits by the City Attorney, with tenant Stanislaus County for property located at 2413 3rd Street in Hughson.

Background and Overview:

The City of Hughson signed a Development Agreement with the United Samaritan Foundation (USF) dated February 13, 1998 and recorded with Stanislaus County Recorder's Office as Document #98-032011-00 relating to the development, maintenance, and oversight of the buildings and grounds on Third Street between Elm Street and the alley to the north.

The City of Hughson acting on behalf of USF, has historically leased out portions of the buildings to various tenants, pursuant to the Development Agreement. Currently, Stanislaus County is the sole tenant and leases space at 2413 3rd Street for various social service programs including Temporary Assistance for Needy Families (TANF), Medi-Cal, and Food Stamp Programs.

The current lease agreement with Stanislaus County was approved by the City Council on October 28, 2013 and set to expire on October 31, 2016. The monthly rent \$1.00 per square foot. The premise square footage is 1,036. Per the current lease agreement, Stanislaus County has the option to renew the agreement for two (2) one-year renewal periods on the same terms.

In the summer of 2015, the Hughson Family Resource Center (HFRC) notified the City of Hughson that they would be vacating the offices at the subject site to consolidate staff to their location at 6940 Hughson Avenue. The HFRC previously occupied two small offices measuring in total 162.50 square feet.

Upon hearing that the HFRC would be vacating the location, Stanislaus County contacted City Hall to express their interest in occupying the available space. County Counsel prepared a draft amendment to the current lease agreement. The additional space provides better accommodations for Stanislaus County and its staff from the Community Services Agency (the Social Services Department of the County). On November 9, 2015, the Hughson City Council approved an amendment to the current lease agreement to accommodate the additional square footage at the current lease rate.

In preparation for the expiration of the current lease with Stanislaus County at the subject site, the City met with staff from both the Stanislaus County Community Services Agency and United Samaritan Foundation to discuss the current arrangement and to revisit the long-standing partnership. At the subject site, the Community Services Agency offers an array of social service programs to local residents. City staff discussed ways of strengthening the partnership in concert with other County and local partners (Health Services Agency, Library, Sierra Vista Child and Family Services, Hughson Family Resource Center). Collectively, the group agreed to continue to work to identify additional opportunities in the future to expand programs and services.

The proposed lease agreement looks to maintain the current presence by the Stanislaus County Community Services Agency in Hughson at the subject site. The following is a summary of the key terms that are consistent with those already in place.

- **Premises Square Footage:** 1,198.5 (approximately).
- **Term:** Three (3) years (11/1/2016 to 10/31/2019).
- **Monthly Basic Rent:** \$1,198.50 (\$1.00 per sq. ft.)
- **Tenant Renewal Option:** two (2) one-year renewal periods on the same terms.
- **Permitted Use:** StanWorks programs including but not limited to TANF, Medi-Cal and Food Stamp Programs

The full lease agreement and associated documents are attached for reference.

Fiscal Impact:

The monthly lease rate as proposed is \$1,198.50 or \$14,382 annual which helps offset costs for operation and maintenance of the building for use.

LEASE AGREEMENT

LEASE SUMMARY:

Lease date: November 1, 2016

Landlord: City of Hughson, acting on behalf of United Samaritans Foundation pursuant to the Development Agreement dated February 13, 1998 and recorded with Stanislaus County Recorder's Office as Document #98-0032011-00

Tenant: Stanislaus County

Address of Landlord:

City of Hughson
7018 Pine Street, PO Box 9
Hughson, CA 95326

Address of Tenant:

Attn: Stanislaus County Purchasing Agent
1010 Tenth Street, Suite 5400
Modesto, CA 95353

Premises Address: 2413 3rd Street, Hughson, CA

APN: 018-042-025

Premises Square Footage: 1,198.5 (approximately)

Term: Three (3) years commencing at 12:01 a.m. on 11/1/2016 to 11:59 p.m. on 10/31/2019

Monthly Basic Rent: \$1,198.50 (\$1.00 per sq. ft.)

Termination date: October 31, 2019

Permitted Use: StanWorks programs including but not limited to TANF, Medi-Cal and Food Stamp Programs

AGREEMENT:

This Lease Agreement (the "Lease Agreement") is entered into in the City of Modesto, State of California, on November 1, 2016, between the **COUNTY OF STANISLAUS**, a political subdivision of the State of California, ("Tenant"), and **City of Hughson acting on behalf of United Samaritans Foundation pursuant to the Development Agreement dated February 13, 1998 and recorded with the Stanislaus County Recorder's Office as Document #98-0032011-00** ("Landlord"), in consideration of the premises, and the agreements, terms and conditions set forth, below.

1. **Premises:** Landlord leases to Tenant, and Tenant hires from Landlord, those certain premises in the County of Stanislaus, more particularly described as a portion of 2413 3rd Street, Hughson, California 95326 ("Premises").
2. **Payment:** Tenant agrees to pay to Landlord for the Premises above-described, during the term designated below, \$1,198.50 (1,198.5 sq ft @ \$1.00/sq. ft.) month for rent payable on the first day of the month following the month for which the obligation accrues.
3. **Term:** The term of this Lease Agreement shall be for a period of three (3) years beginning at 12:01 A.M. on November 1, 2016 and terminating at 11:59 P.M. on October 31, 2019.
4. **Option to Renew:** Tenant has the option to renew this Lease Agreement for two (2) one-year renewal periods on the same terms. Tenant shall exercise these options in writing at least one (1) month prior to the termination of the existing lease period. Renewal rental rates will be at the monthly basic rate.

5. Utilities:

- 5.1 Landlord shall pay for the furnishing of all water, garbage, electric and gas which may be used in or upon the premises during the term of this Lease or any extension or holdover period.
- 5.2 Tenant shall pay for the furnishing of telephone service which may be used in or upon the Premises during the term of this Lease Agreement, or any extension or holdover period, provided that Tenant has contracted directly with the utility companies.

6. Use of the Premises: Tenant may use the Premises for the purpose of StanWorks programs including but not limited to TANF, Medi-Cal and Food Stamp Programs. Tenant shall not use or permit the Premises to be used for any other purpose or purposes without first obtaining the written consent of Landlord, which consent shall not be withheld unreasonably.

7. Maintenance:

7.1. Landlord Representations: Landlord represents to Tenant that (i) the Premises, the Building and all Common Areas (including electrical, heating, ventilating and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including the Americans With Disabilities Act; and are in reasonable good working order and condition; (ii) the Building and Premises comply with all covenants, conditions, restrictions and underwriter's requirements; and (iii) the Premises, Building and Common Areas are free of the presence of any Hazardous Materials (as hereinafter defined) and (iv) Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation. Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

7.2. Landlord Obligations: Landlord shall, at Landlord's own expense, keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed: (1) the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intrabuilding network cable and pest control service; (2) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building; (3) the Common Areas; (4) exterior windows of the Building; and (5) elevators serving the Building. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to: (1) the floor covering (if such floor covering is carpeting it shall be replaced as needed but not less often than after five (5) years of use); (2) interior partitions; (3) doors; (4) the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years and (5) signage.

7.2.1 Landlord to provide HVAC: Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal

Working Hours established by the Lease Agreement and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

7.2.2. Excluding normal wear and tear, and, excluding heating and cooling equipment, Tenant shall, at Tenant's sole expense, be responsible for the cost of repairing any area damaged by Tenant or Tenant's agents, employees, invitees and visitors and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by Tenant, which consent shall not be unreasonably withheld or delayed, (b) be at least equal in quality, value and utility to the original work or installation, (c) be in accordance with all laws.

7.3. Entry: Tenant shall permit Landlord, or an authorized agent of landlord, free access to the Premises at all reasonable times for the purpose of inspection or for making necessary improvements or repairs.

7.4. Tenant's Right to Repair: If Tenant provides written notice (or oral notice in the event of an emergency such as damage or destruction to or of any portion of the Building structure and/or the Building systems and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and Landlord fails to provide such action within a reasonable period of time, given the circumstances, after the giving of such notice, but in any event not later than five (5) days after the giving of such notice, then Tenant, at its sole option, may either proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities) or may surrender the Premises and shall not be liable for any further lease payments under this Lease Agreement. Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease Agreement to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action. If not reimbursed by Landlord within ten (10) days, Tenant shall be entitled to deduct from Basic Rent payable by Tenant under this Lease Agreement the amount set forth in its invoice for such work.

8. Asbestos Notification: In September, 1989, the Governor of California signed AB-1564, an Asbestos Notification law, codified in Section 25915 et seq. of the Health and Safety Code. Health and Safety Code Section 25915(a) states.

Notwithstanding any other provisions of the law, the owner of any building constructed prior to 1979, who knows that the building contains asbestos-containing construction materials, shall provide notice to all employees of that owner working within the building.

Should the Landlord know of any asbestos-containing material, Landlord will notify Tenant within ten (10) days.

If Tenant suspects or has reason to believe that the Premises contains asbestos-containing material, Landlord shall within ten (10) days of Tenant's request supply Tenant with an Asbestos Survey Report done by a qualified hazardous material specialist. If Landlord fails to have requested testing done, Tenant shall have the required testing done and all related cost shall be deducted from the lease payment. If test is positive and abatement is necessary, Landlord shall provide the Tenant an Asbestos Abatement Plan within thirty (30) days.

9. Building Ventilation: Premises shall comply with Title 8, Section 5142, California Code of Regulations, "Mechanically Driven Heating, Ventilating and Air Conditioning (HVAC) Systems" to provide minimum building ventilation. Provided, however, that Landlord may terminate this Lease Agreement should it decide that repair expenses, do not merit the continuance of this Lease Agreement. Tenant shall be given notice by Landlord of said decision and notice shall provide Tenant adequate time to make other arrangements.
10. CAL/OSHA Inspections: If the Premises is cited by CAL/OSHA, Landlord shall be required to abate said citations. Provided, however, that Landlord may terminate this Lease Agreement should it decide that abatement cost, do not merit the continuance of this Lease Agreement. Tenant shall be given notice by Landlord of said decision and notice shall provide Tenant adequate time to make other arrangements.
11. CASP Inspection: Pursuant to California Civil Code §1938, Landlord certifies that the Premises has undergone inspection by a Certified Access Specialist (CASp), and, that the property has been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code section 55.53. A true and correct copy of the CASp report has been provided to the Tenant.

Landlord has read and understands specifically those terms contained in paragraph number 12 listed directly above.

Landlord's Initials

12. Confidentiality of Protected Health Information: **CHECK IF APPLICABLE**
For purposes of this section this Agreement, "protected health information" or "PHI" shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards") as promulgated by the Department of Health and Human Services ("HHS") pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), any applicable amendments pursuant to the Health Information Technology for Economic and Clinical Health (HITECH) Act, (Pub. L No. 111-5), and California law. Tenant agrees to reasonably safeguard PHI from any intentional or unintentional disclosure in violation of the Privacy Standards by implementing appropriate administrative, technical, and physical safeguards to protect the privacy of PHI. Tenant further agrees to implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to Landlord, its contractors, subcontractors and agents.

The parties agree that neither the Landlord, its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI of Tenant. In the event, however, PHI is disclosed by Tenant or its agents to Landlord, its contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain – and to require its contractors, subcontractors and agents to maintain – the privacy and confidentiality of such PHI. Landlord agrees to promptly notify Tenant upon learning of any disclosure of PHI to Landlord or Landlord’s contractors, subcontractors and agents.

The parties agree that the foregoing does not create, and is not intended to create, a “business associate” relationship between the parties as that term is defined by the Privacy Standards.

Landlord has read and understands specifically those terms contained in paragraph number 12 listed directly above.

**_____
Landlord's Initials**

13. Holding Over: In case Tenant holds over beyond the end of the term of this Lease Agreement, with the consent expressed or implied of Landlord, such tenancy shall be from month to month only, subject to the terms and conditions of this Lease Agreement, but shall not be deemed to be a renewal. The rent to be paid in a hold over situation shall be at the rate provided in the terms of this Lease Agreement.
14. Janitorial Services: Tenant shall furnish janitorial service as is necessary for the Premises.
15. Alterations: The parties agree not to make any alterations in or on the Premises without first securing the written consent of the other party, and further agree to make such alterations only at such time that is agreeable to the other party.
16. Notices: Notices desired or required to be given by this Lease Agreement or by any law now in effect, or later enacted, may be given by enclosing the Notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, in United State mail. The envelope containing the Notice shall be addressed to Landlord as follows:

**City of Hughson
7018 Pine Street, PO Box 9
Hughson, CA 95326**

or other place as may be designated in writing by Landlord and the envelopes containing the Notices to the Tenant shall be addressed as follows:

**Stanislaus County Purchasing Agent
1010 10th Street Place Suite #5400
Modesto, CA 95354**

17. Loss: Landlord agrees that should the demised Premises be so badly damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them wholly unfit for Tenant’s occupancy, then this Lease Agreement shall be terminated immediately upon the happening of any such event whereupon Tenant shall surrender the Premises and shall not be liable for any further payments. In the event of any lesser damage by any such cause,

Landlord shall restore the Premises to the condition it was in immediately prior to the event causing the damage, and the lease payment shall abate in proportion to the area not used by Tenant during the period of restoration. If Landlord should fail to pursue restoration work with reasonable diligence to completion, Tenant, at its sole option may surrender the Premises and shall not be liable for any further lease payments under this Lease Agreement.

18. Successors: Each and all of the terms and agreements contained in this Lease Agreement shall be binding upon and shall inure to the benefit of the successors in interest of Landlord, and wherever the context permits or requires, the successors in interest to Tenant.
19. Trade Fixtures: Tenant shall install such fixtures, equipment, and personal property as may be necessary and convenient for its operation. Such furniture, equipment, and personal property may be removed at any time during Tenant's tenancy or within a reasonable time thereafter, and shall not be considered part of the Premises. Removal of the same shall not damage or deface the Premises, and if the Premises shall be so damaged, Tenant shall repair such damage at its own expense.
20. Fire and Other Perils Insurance: The parties agree to be responsible for damage by the perils of fire, extended coverage, and vandalism to those items of real and personal property for which they hold title or for which they have assumed liability to others.
21. Waiver of Rights of Subrogation: Landlord and Tenant agree that in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look solely to its insurance for recovery. Landlord and Tenant grant to each other on behalf of any insurer providing insurance to either of them with respect to the Premises, a waiver of any right of subrogation which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.
22. Liability Insurance: Tenant agrees to hold Landlord harmless from loss occurring on the Premises and arising out of Tenant's occupancy of the Premises. Tenant assumes no liability for any loss caused by the sole negligence of Landlord.
23. Lack of Funding: If, during the term of this Lease Agreement, Tenant, Stanislaus County, in its sole discretion, determines that sufficient funds are not available to allow for continuation of this Lease Agreement or current County owned space becomes available, Tenant may terminate this Lease Agreement upon one hundred twenty (120) days written notice to Landlord without further obligation to Landlord.

Landlord has read and understands specifically those terms contained in paragraph 23 listed directly above.

Landlord's Initials

24. Surrender: Tenant shall surrender the Premises to Landlord at the expiration of this Lease Agreement in as good a condition as at the commencement of it, excepting reasonable wear and tear, damages and destruction by the elements, or other persons.
25. Subordination and Mortgages:
 - 25.1. Subordination and Non-Disturbance. Tenant agrees, at Landlord's option, to subordinate this Lease Agreement to the lien of any mortgages or deeds of trust now or hereafter in force against the building; provided, however, Tenant's obligation to subordinate this Lease Agreement is expressly conditioned upon Tenant receiving a

written agreement in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently with this Lease Agreement and provided further that no such subordination shall affect any option to extend the Term of this Lease Agreement, right of first offer to lease additional Premises, option to purchase or right of first offer to purchase the property which may be included in this Lease Agreement.

- 25.2 Existing Deeds of Trust. The beneficiary under any existing deed of trust affecting the building shall provide a written agreement to tenant in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently with this Lease Agreement within thirty (30) days after the execution of this Lease Agreement.
- 25.3 Request for Notice. Landlord acknowledges that Tenant intends to record a Request for Notice with respect to any mortgages or deeds of trust affecting the property in the form of Document II in the Supplemental Lease Documents delivered to Landlord concurrently with this Lease Agreement.
- 25.4 Notice of Default. If any mortgagee or beneficiary under a deed of trust affecting the property gives written notice of its name and address to Tenant by registered mail requesting any such notice with reference to this Section, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee a copy of any notice of default served upon Landlord which could permit Tenant to terminate this Lease Agreement and an additional ten (10) days within which to cure such default.
26. Estoppel Certificate: Tenant shall, within thirty (30) days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Document III in the Supplemental Lease Documents delivered to Landlord concurrently with this Lease Agreement (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or holder of any mortgage upon Landlord's interest in the Premises.
27. Entire Agreement: This Lease Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Lease Agreement shall be valid or binding.
28. Duplicate Counterparts: This Lease Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF Landlord has executed this Lease Agreement and Tenant, County of Stanislaus, by order of the Board of Supervisors, has caused this Lease Agreement to be executed on its behalf by the County Purchasing Agent on the day, month and year above written.

TENANT
COUNTY OF STANISLAUS
GSA Purchasing Division

LANDLORD
CITY OF HUGHSON

By: _____
Keith D. Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent

By: _____
Matt Beekman, Mayor

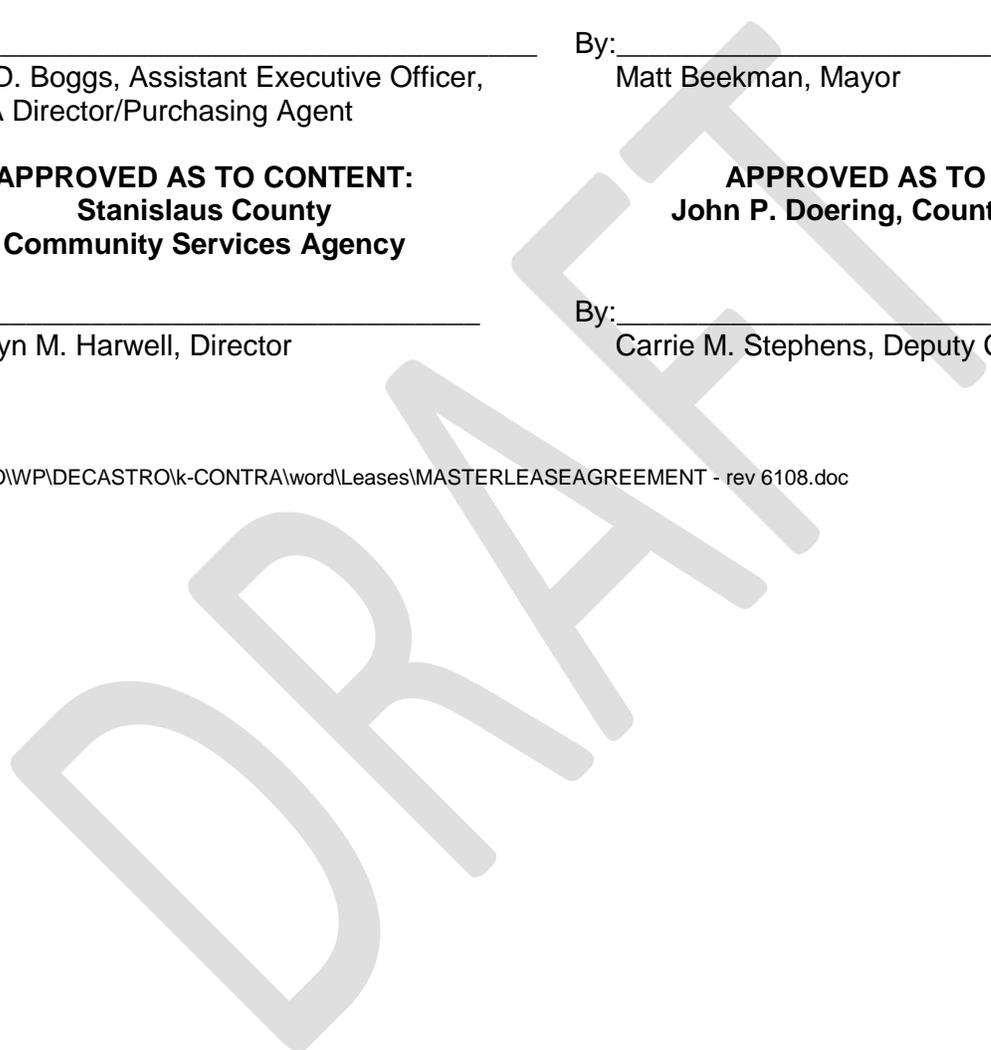
APPROVED AS TO CONTENT:
Stanislaus County
Community Services Agency

APPROVED AS TO FORM
John P. Doering, County Counsel

By: _____
Kathryn M. Harwell, Director

By: _____
Carrie M. Stephens, Deputy County Counsel

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SUPPLEMENTAL LEASE DOCUMENTS

For

**STANISLAUS COUNTY
GENERAL SERVICES AGENCY – PURCHASING DIVISION
LEASE AND AGREEMENT**

DEPARTMENT: Community Services Agency as Tenant

**LANDLORD: City of Hughson on behalf of United Samaritans Foundation
pursuant to the Deevlopment Agreement dated February 13, 1998 and recorded
with the Stanislaus County Recorder's office as Document #98-0032011-00**

2413 3rd Street, Hughson , CA

Document I - Subordination, Nondisturbance and Attornment Agreement
(This is applicable only when a mortgage is on the property, at which time
form must be completed signed and notarized).

Document II – Request for Notice (This is applicable only when a
mortgage is on the property, at which time form must be completed signed
and notarized).

Document III – Tenant Estoppel Agreement

Document IV – Memorandum of Lease

Agreement

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination..

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Nondisturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not (a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease including Borrower; or (b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease; or (c) be bound by any prepayment by Tenant of more than one month's installment of rent; or (d) be obligated for any security deposit not actually delivered to Purchaser; or (e) be bound by any modification or amendment of or to the Lease unless the amendment or modification shall have been approved in writing by the Lender.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: _____

To Borrower: _____

To Tenant: Stanislaus County
Attn: Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

TENANT: STANISLAUS COUNTY,
a body politic and corporate

By: _____
Keith D. Boggs, Assistant Executive Officer
GSA Director/Purchasing Agent

BORROWER:

Name

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____

DOCUMENT II

REQUEST FOR NOTICE

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Stanislaus County
Attn: Purchasing Agent
1010 10th Street
Modesto, California 95354

REQUEST FOR NOTICE

(UNDER SECTION 2924B CIVIL CODE)

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust described below:

Date of Recording of Deed of Trust

Instrument Number of Deed of Trust

Trustor

Trustee

Beneficiary

be mailed to Stanislaus County, Attn: Purchasing Agent, 1010 10th Street, Suite 5400, Modesto, California 95354.

LENDER:

By: _____

Name: _____

Title:

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

COUNTY OF _____ ss.

On this ____ day of _____, 20__, before me, _____
a Notary Public in and for the State of California, personally appeared _____
_____ personally known to me (or proved on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

My commission expires _____.

DOCUMENT III

TENANT ESTOPPEL CERTIFICATE

To: Stanislaus County
GSA Purchasing
1010 10th Street, Suite 5400
Modesto, CA 95354
Attn: Purchasing Agent

Re: Date of Certificate: _____
Lease Dated: November 1, 2016
Current Landlord: City of Hughson, acting on behalf of
United Samaritans Foundation pursuant
to the Development Agreement dated
February 13, 1998 and recorded with
Stanislaus County Recorder's Office as
Document #98-0032011-0
Located at: 2413 3rd Street, Hughson, CA
Lease Commencement Date: November 1, 2016
Expiration Date: October 31, 2019
Current Rent: \$1,198.50 (\$1.00/sq. ft.)

Stanislaus County ("Tenant") hereby certifies that as of the date hereof:

1. Tenant is the present owner and holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.
2. (a) A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

(b) The current Rent is set forth above.

(c) The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

(d) Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

(e) Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3. (a) The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

[(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.]

(b) The interest of Tenant in the Lease has not been assigned or encumbered. Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease except as set forth in the Lease. No rental payments have been made more than one month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full and all of Landlord's obligations with respect to tenant improvements have been fully performed.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

STANISLAUS COUNTY

By: _____
Keith D. Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent

DOCUMENT IV
MEMORANDUM OF LEASE

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Stanislaus County Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354

This document is recorded for the benefit of Stanislaus County and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between City of Hughson acting on behalf of United Samaritans Foundation pursuant to the Development Agreement dated February 13, 1998 and recorded with the Stanislaus County Recorder's Office as Document #98-0032011-00 (individually and collectively, the "Landlord"), and Stanislaus County, a public body corporate and politic duly organized and existing under the laws of the State of California (the "Tenant") who agree as follows:

Landlord and Tenant hereby enter a Lease (the "Lease") of certain property in the County of Stanislaus, State of California known as 2413 3rd Street, Hughson, CA, California and more fully described on Exhibit A attached hereto, for a term commencing on November 1, 2016 and ending on October 31, 2019, three (3) years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in a certain unrecorded Lease between Landlord and Tenant dated as of November 1, 2016.

Tenant has the option to extend the term of the Lease for an additional two (2) one-year terms, subject to the terms and conditions of the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: _____, 2016.

[SIGNATURES SET FORTH ON NEXT PAGE

ALL SIGNATURES MUST BE ACKNOWLEDGED]

**LANDLORD:
CITY OF HUGHSON**

**TENANT:
STANISLAUS COUNTY**

Matt Beekman, Mayor

By: _____
Keith D. Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent

All signatures must be acknowledged.

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 Stanislaus }

On this ___ day of _____, 2016, before me, _____, Notary Public, personally appeared Matt Beekman who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument the person or entity upon behalf of which the person 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

My commission expires _____

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 Stanislaus }

On this ___ day of _____, 2016, before me, _____,
Notary Public, personally appeared KEITH D. BOGGS, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that she executed the same in her capacity and that by her signature on the
instrument the person or entity upon behalf of which the person 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

My commission expires _____



CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: May 23, 2016
Subject: Consideration to Include Arts and Entertainment Matters to the Powers and Duties of the Hughson Parks and Recreation Commission
Enclosures: Ordinance No. 2005-06
Presented By: Jaylen French, Community Development Director

Approved By: _____

Staff Recommendation:

Direct City staff to draft an amendment to Hughson City Council Ordinance No. 2005-06 to add arts and entertainment matters to the powers and duties of the established Hughson Parks and Recreation Commission.

Background and Overview:

In February 2005, the Hughson City Council adopted Ordinance No. 2005-06 creating the Hughson Parks and Recreation Commission. The Commission, which consists of five (5) members, serves in an advisory capacity to the City Council.

The powers and duties of the Parks and Recreation Commission currently consist of:

- Advising the Council regarding acquisition, development, maintenance and improvement of park facilities and make recommendations as appropriate.
- Formulating and recommending to the Council schedules, policies, rules and regulations for park sites and other recreation facilities.
- Formulate and recommend to the Council a recreation and park program for the inhabitants of the City which emphasizes general educational and recreational objectives for children and adults of the city; promotes and stimulates public interest in parks and recreation programs; and which encourages to the fullest extent possible the cooperation of the local school authorities and other public and/or private agencies or interests.

- Advise the Council regarding the acceptance or rejection of offers of donations of money, personal and/or real property to the city for recreation, park purposes and use and make recommendations where appropriate.
- Advise the Council regarding the parks and recreation budgets and make recommendations as appropriate.
- At the first meeting in each calendar year, except the first year of establishment, the commission shall approve an annual report of its activities, and the state of the city's parks and recreation programs, and forward it to the Council.

Ordinance No. 2005-06 is provided as an attachment to this staff report as a reference.

Discussion:

Recently, there has been interest from several individuals, clubs and organizations to address arts and entertainment matters in the City of Hughson in a more holistic and/or comprehensive manner. Several ideas were expressed including creating an Arts and Entertainment Commission or merging these duties under the established Hughson Parks and Recreation Commission.

Stemming from the recent success of the Concerts in the Park (2014) and Concerts in the Downtown Series (2015), the addition of musical entertainment at the new Hughson Farmers' Market (2015-2016) and increased musical performances at the Hughson Fruit and Nut Festival and other Hughson events, there is increased interest and passion surrounding providing and encouraging arts and entertainment in Hughson.

At the March 8, 2016 Parks and Recreation Commission meeting, City staff brought discussed the arts and entertainment issue and provided various options for the Commission to consider. Ultimately, the Commission favored incorporating arts and entertainment matters into the powers and duties of the established Hughson Parks and Recreation Commission rather than 1) not formally addressing arts and entertainment issues or 2) creating a separate Arts and Entertainment Commission.

After careful deliberation and in consideration of the Parks and Recreation Commission's recent recommendation, City staff recommends that the City Council direct staff to: 1) coordinate with the Parks and Recreation Commission and legal counsel revise the powers and duties of the Hughson Parks and Recreation Commission to include arts and entertainment matters and 2) draft an amendment to Ordinance No. 2005-06 with the agreed upon language for the Council to consider.

Fiscal Impact:

There is no direct fiscal impact to amending Ordinance No. 2005-06 to add arts and entertainment matters to the powers and duties of the established Hughson Parks and Recreation Commission.

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HUGHSON CITY COUNCIL
ORDINANCE NO 05-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUGHSON
ADDING CHAPTER 2.14 TO THE HUGHSON MUNICIPAL CODE

WHEREAS, the City Council of the City of Hughson desires to establish a parks and recreation commission;

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

Section 1. Chapter 2.14 is added to the Hughson Municipal Code to read in full as follows:

Chapter 2.14

PARKS AND RECREATION COMMISSION

Sections:

- 2.14.010 Establishment
- 2.14.020 Definitions
- 2.14.030 Commissioner Appointment and Qualifications
- 2.14.040 Terms of Office
- 2.14.050 Removal From Office
- 2.14.060 Meetings
- 2.14.070 Voting Requirements
- 2.14.080 Organization
- 2.14.090 Powers and Duties

2.14.010 Establishment.

The City Parks and Recreation Commission is hereby established. The Parks and Recreation Commission shall serve in an advisory capacity to the City Council. The Commission shall consist of five members who shall serve without compensation.

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2.14.020 Definitions.

For the purposes of this chapter, the following words and phrases shall have these meanings.

“Commission” shall mean the City Parks and Recreation Commission established by this chapter.

“Commissioners” shall mean those persons appointed to the Commission in accordance with this chapter.

“Department” shall mean the City Parks and Recreation Department established within the City for the purpose of managing City parks and recreational programs, in accordance with policies adopted by the City Council.

“Director” shall mean the director of the Department, appointed to that position by the City Manager.

2.14.030 Commission Appointment and Qualifications.

A. Each Commissioner shall be a resident and registered voter of the City of Hughson.

B. Elected officials, planning commissioners or employees of the City shall not be eligible for appointment as commissioners.

C. For initial appointment to the Commission, the Mayor and each Councilmember shall have the right to nominate one person as Commissioner. Each nomination must be approved by at least three affirmative votes of the Council. In the event any nominee is not so approved, the person who made the nomination shall have the right to name another nominee, so continuing until approval is obtained.

2.14.040 Term of Office and Filling Vacancy.

A. The term of office for each Commissioner shall be for two years, and until his or her successor is appointed, except as provided in Section 2.14.040.C below, or Section 2.14.050 below.

B. Should a vacancy occur on the Commission, for any reason, including expiration of terms, the vacancy shall be filled by appointment by the City Council. Each Council Member, and the Mayor, shall have the right to make nominations pursuant to the established normal process for nominations, continuing until nominations are closed, and the person receiving the highest number of votes, so long as it is at least three affirmative votes, shall be appointed. Except in the case of a vacancy occurring due to expiration of a term, appointments to fill vacancies shall only be for the balance of the unexpired term of the vacant portion.

1 C. The initial Commission, at its first meeting, shall stagger the
2 terms of the initial Commissioners, so that two of the five shall have an initial
3 term of one year, instead of two years. The determination of those two
4 Commissioners shall be by drawing lots.

5 2.14.050 Removal From Office.

6 Notwithstanding any other provision of this chapter:

7 A. The Commissioners serve at the will of the Council, and may be
8 removed at any time by a vote of at least three Council Members.

9 B. A vacancy shall be deemed to have occurred for the positions of
10 any Commissioner who absents himself or herself from any three consecutive
11 regular meetings of the Commission for any reasons other than illness or family
12 emergency.

13 C. A vacancy shall be deemed to have occurred for the position of
14 any Commissioner who is absent from a total of six or more regular meetings of
15 the Commission in any twelve month period.

16 2.14.60 Meetings

17 A. The Commission shall meet initially at 7:00 p.m. on the first
18 Monday after the full Commission is appointed by the Council, at City Hall.

19 B. The Commission shall, at that first meeting, establish a regular
20 meeting schedule including dates, time and location for itself, which shall be at
21 least once per calendar month.

22 C. Regular meetings shall be noticed and agendized in accordance
23 with California Government Code sections 54950 and following, as they are
24 now or may be amended.

25 D. Special meetings may be called in accordance with California
26 Government Code section 54956, as it is now, or may be amended.

27 E. Meetings may be continued, and emergency meetings may be
28 called, in accordance with the applicable provisions of California Government
Code sections 54950 and following, as they are now or may be amended.

F. The City Manager shall assign such staff as may be necessary to
assist the Commissioner.

2.14.070 Voting Requirements.

A. A quorum consists of at least three Commissioners.

B. An affirmative vote of at least three Commissioners shall be
necessary for any actions.

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C. Each Commissioner, including the chair, shall have one vote, and each Commissioner, including the Chair, may initiate or second motions.

D. All actions of the Commission shall be by minute action, and roll call vote.

2.14.80 Organization.

A. At its initial meeting, the Commission shall choose a Chair, and a Vice-Chair.

B. At its initial meeting the Commission shall establish, or direct the preparation by staff for later establishment, operating procedures, which shall not be inconsistent with law, including his chapter.

2.14.090 Powers and Duties.

The Commission shall:

A. Advise City Council regarding policies for the acquisition, development, maintenance and improvement of park facilities and make recommendations as appropriate.

B. Formulate and recommend to the City Council, fee schedules, policies, rules and regulations for park sites and other recreation facilities.

C. Formulate and recommend to he City Council a recreation and park program for the inhabitants of the City which emphasizes general educational and recreational objectives for children and adults of the City; promotes and stimulates public interest in parks and recreation programs; and which encourages to the fullest extent possible, the cooperation of he local school authorities and other public and/or private agencies or interests.

D. Advise the City Council regarding the acceptance or rejection of offers of donations of money, personal and/or real property to the City for recreation, park purposes and use and make recommendations where appropriate.

E. Advise the City Council regarding the Parks and Recreation budgets and make recommendations as appropriate.

F. At the first meeting in each calendar year, except the first year of establishment, the Commission shall approve an annual report of its activities, and the state of the City's parks and recreation programs, and forward it to the City Council.

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

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

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

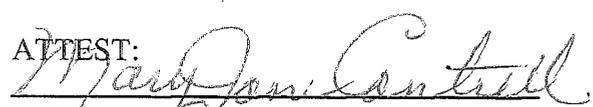
Section 5. Within fifteen (15) days after its final passage, the City Clerk shall cause this ordinance to be posted in full accordance with Section 36933 of the Government Code.

The foregoing ordinance was introduced and the title thereof read at the regular meeting of the City Council of the City of Hughson held on, February 14 _____, 2005, and by a unanimous vote of the council members present, further reading was waived.

On motion of Councilperson CROWDER, seconded by Councilperson MOORE, the foregoing ordinance was duly passed by the City Council of the Hughson City Council at a regular meeting thereof held on February 28, 2005, by the following vote:

- AYES: Council Members QUALLS, BAWANAN, ADAMS, MOORE and Mayor CROWDER
- NOES: None
- ABSTENTIONS: None
- ABSENT: None


THOMAS E. CROWDER, Mayor

ATTEST:

MARY JANE CANTRELL, CMC
City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date: May 23, 2016
Subject: Approval of Resolution No. 2016-18, an Agreement with Stanislaus County to Perform Law Enforcement Services for the City of Hughson and Related Actions

Enclosures: (1) Stanislaus Law Enforcement Services Agreement
(2) Exhibits A, B, C (General Law Enforcement Service Level Request, Property Inventory, Budget and Rates)

Presented By: Raul L. Mendez, City Manager

Approved By: _____

Staff Recommendation:

1. Approve Resolution No. 2016-18, an agreement with Stanislaus County to perform law enforcement services for the City of Hughson.
2. Authorize the Mayor to execute the agreement with Stanislaus County for law enforcement services inclusive of any final edits by the City Attorney.
3. Authorize the City Manager to execute the General Law Enforcement Service Level request for Fiscal Year 2016-2017 and annually thereafter.

Background/Summary:

On September 1, 2001, the City of Hughson (City) entered into a five-year agreement with Stanislaus County (County) to perform law enforcement services. On September 1, 2006, the City and County agreed to extend the agreement for an additional five-year period and in 2011 the agreement was extended for an additional two-year period which expired on June 30, 2013.

In anticipation of the expiration of the law enforcement agreement, the City began discussions with the County in the Spring of 2013. Stanislaus County currently has law enforcement contracts with four incorporated cities which include Hughson, Waterford, Patterson and Riverbank. With the exception of Riverbank, all other law enforcement agreements expired at the end of Fiscal Year 2012-2013. As such, Stanislaus County approached the three cities about standardizing the agreements so that they all were in similar format for simplicity and consistency with exhibits customized to each city's desired level of service and accompanying staffing plan, property inventory and annual budget.

Due to the desire by the County to have a standardized agreement, and the negotiation with respective cities on certain contract provisions at that time, there was a delay in the completion of the work necessary to finalize for consideration by the contract expiration date. The Sheriff, with mutual consent of the cities, extended the existing law enforcement agreements under the same terms and conditions (including contract period) until new multi-year agreements were prepared and approved for renewal.

On October 28, 2013, the Hughson City Council approved the agreement with Stanislaus County for law enforcement services. The following is a summary of the main elements of the current agreement.

- The term of the agreement is from July 1, 2013 through June 30, 2016. No later than six months prior the expiration of the term, the parties shall meet and confer in good faith regarding an extension.
- Either party may terminate this agreement, without cause, upon 180 days written notice. A transition plan will be prepared and implemented by both parties and be completed no later than three months from expiration.
- County shall provide, within the corporate limits of the City, general law enforcement services and functions of the type provided by the Stanislaus County Sheriff under the statutes of the State of California, and under the municipal codes of City of Hughson.
- The County shall provide only those general law enforcement services set forth in the General Law Enforcement Service Request attached hereto as Exhibit A. No later than July 1 of each year, the City and the County shall sign new Exhibits A, B & C 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 and through a meet and confer process.
- The agreement maintained the cost sharing arrangement for the Chief of Police between the City of Hughson, the City of Waterford and Stanislaus County. The City of Hughson is responsible for 33% of the costs for the Chief of Police with the balance shared by City of Waterford (33%) and Stanislaus County (34%). [This arrangement was changed after the first year of the agreement as provided for during the annual review. The City currently shares in the cost of the Chief of Police maintaining its responsibility for 33% and Stanislaus County responsible for 67%)]
- The law enforcement services contract included an additional .5 FTE (Full Time Equivalent) for a Sergeant who will be in the field as an added uniformed presence and will supervise the assigned deputies that provide law enforcement services to the City of Hughson. [The Sergeant position was shared with the City of Waterford who also requested a .5 FTE.]

- The staffing level for other law enforcement positions remained the same as provided for in the prior agreement or 4 Patrol Deputies (with backfill), 1 Swing Deputy (no backfill), and 1 Legal Clerk (no backfill).
- Pursuant to the first contract, the City transferred title to certain vehicles and installed equipment to the County (four Ford Crown Victoria). Upon termination of this agreement, the County will transfer to the City title for vehicles similar to those identified as the vehicles originally transferred to the County. City shall provide any decals or special signage that is used to distinguish the vehicles with City markings.
- The current agreement also included and clarified provisions for addressing budgeting issues that may arise, standard statistical reporting, news releases for major incidents, accumulated leave accruals for the Chief of Police position, the process for selection and replacement of the Chief of Police position along with the duties and responsibilities, and the expectation for mutual aid for incidents outside the City limit involving critical and left threatening situations.
- The estimated annual cost for law enforcement services included a nominal 3% increase from the prior year or \$1.1 million in the first year of the contract.

Proposed New Contract for Law Enforcement Services

In preparation for the expiring law enforcement services contract with Stanislaus County, City staff initiated the discussion with the Stanislaus County Sheriff's Department and Stanislaus County Chief Executive Office. The City of Hughson hosted a meeting with representatives from each agency as well as the City Managers from the other contract cities (Riverbank, Patterson and Waterford). The meeting provided an opportunity for City and County officials to revisit the current service level, discuss challenges, evaluate cost of service and share additional community needs. There was general consensus among the City representatives that the current model is meeting expectation and the most cost-effective option available. As such, all cities with contracts expiring on June 30, 2016 (Hughson, Patterson and Waterford) were interested in renewing the agreement using the existing contract language with a few minor inclusions/clarifications based on the discussion.

Thus, the proposed new contract retains a majority of the elements of the existing contract with a few modifications that are highlighted below:

- Term: July 1, 2016 through June 30, 2020. Although the four-year term is longer than the contract period in the current agreement (three-year), it will get all contract cities (including Riverbank) on the same schedule for renewal moving forward.
- Compensation: The Fiscal Year 2016-2017 estimated costs are \$1,217,559 which is a 5% decrease (or \$57,697) when compared to Fiscal Year 2015-2016 of \$1,275,256. The decrease is attributable mostly to a

drop in Stanislaus Regional 911 Emergency Dispatch Costs and a new model for vehicle replacement which offsets the marginal increase (3%) in salaries and benefits.

- Chief of Police (Cost Allocation): The current cost allocation for the Chief of Police position is covered by the City of Hughson 33% and Stanislaus County 67%. Stanislaus County requested that the City's allocation be moved gradually to 50% by the last year of the new agreement. City staff considered the request and after an evaluation determined that the Chief does spend more than 33% of his current duties and responsibilities on Hughson related items and hence the gradual increase is appropriate and justified. Each year, the allocation will be evaluated but the expectation is that a 4% annual increase (estimated at \$6,660) to the City allocation will occur over the term of the new agreement (37% in Fiscal Year 2016-2017; 41% in Fiscal Year 2017-2018, 45% in 2018-2019 and 49% in Fiscal Year 2019-2020).
- Chief of Police (Rotation): Stanislaus County has requested a three (3) year rotation for the position with an option to extend one (1) year with mutual agreement be incorporated into the contract language. From the County's perspective, this will build strength among the Lieutenant classification as well as provide for a more prepared pool of candidates for the Chief of Police assignment. Furthermore, this will result in proactive rather than reactive planning and coordination among the City and County in for changes in this critical leadership position.
- Emergency Dispatch Services Costs: Specifies that the City will use the same dispatch services utilized by the Sheriff's Department while the contract is in effect. The City is currently a member of the local Consolidated Emergency Dispatch Agency Commission. The City Manager currently sits on the Agency Board as the representative of the participating cities that also includes Riverbank, Patterson and Waterford.

As part of the discussion with Stanislaus County on the law enforcement services contract, there were two other items of note that should be mentioned for reference. These are listed below.

- Sergeant (Cost Allocation): Based on a request by the City of Waterford to increase their allocated Sergeant position from 50% to 100%, Stanislaus County inquired whether the City was interested in a similar increase in allocation for the position. The increase would come with an estimated increase in cost of \$75,000 annually. Doing so, would make it easier for Stanislaus County to allocate the position since full funding would be provided. Currently, both cities fund an equal share of a Sergeant position that provides additional supervision. City staff evaluated the request and determined that it currently didn't have a need to increase the allocation for the position. The Sergeant position is a newer addition to the local law enforcement team and the Chief of Police is still working to incorporate it effectively at the current level. As such, an increase is not recommended at this time. Stanislaus County does expect to provide the necessary additional staffing resource to the City of Waterford as requested. As a

result, it is anticipated that the City will begin sharing the Sergeant position with the County (rather than the City of Waterford) moving forward.

- **Emergency Dispatch Costs:** As mentioned, there is a significant decrease in emergency dispatch services costs for the City of Hughson as a result of a change in the cost sharing methodology that shifts more of the cost from police to fire agencies. For Hughson Fire, as well as most fire agencies, those costs have been traditionally covered by Stanislaus County. For Fiscal Year 2016-2017, the cost for Hughson Fire emergency dispatch services is \$38,157. The County is prepared to provide a subsidy to Hughson Fire for the percentage of the cost covering the unincorporated area of the Fire Protection District (or a calculated \$2,245) making the District responsible for the remainder. The County is hopeful that the City would be willing to help the District with the now annual contribution from the realized decrease in allocation for police dispatch services (a decrease from \$122,081 to \$85,458). This item has been discussed at recent City/Fire 2+2 meetings and although the City may be open to assisting the Fire District in year one to soften the blow, City staff doesn't believe that subsidizing the District annually is a good long term practice as it will impact the City's ability to fund other General Fund needs. The City Manager is working with the Fire Chief and the County staff to revisit the cost estimate provided to review the population statistics used for Hughson to determine if they are appropriate. At that time, a discussion with the County will occur to determine if it is open to a larger subsidy in the upcoming fiscal year to allow the District ample time to plan for this shift in cost going forward.

If approved by the City Council as recommended, the contract will be taken to the Stanislaus County Board of Supervisors in mid June for execution prior to the June 30, 2016 expiration date. The draft Law Enforcement Services Agreement is attached in its entirety for reference.

Fiscal Impact:

For Fiscal Year 2016-2017, the estimated cost for law enforcement services is \$1,217,559. This represents approximately a 5% decrease from the previous year cost (\$57,697). The decrease is attributable mostly to a drop in Stanislaus Regional 911 Emergency Dispatch Costs and new model for vehicle replacement which offsets marginal increase (3%) in salaries and benefits.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2016-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
APPROVING 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 a agreement with Stanislaus County (County) to perform law enforcement services for the City which was subsequently extended through June 30, 2016,

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 2016 Stanislaus County Law Enforcement Services Agreement with the County will be from July 1, 2016 through June 30, 2020.

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

1. Approves the 2016 Stanislaus County Law Enforcement Services Agreement attached hereto as Exhibit "A."
2. Authorizes the Mayor to execute the 2016 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 2016-2017, and annual thereafter, and any other documents required by the agreement.

PASSED AND ADOPTED by the Hughson City Council at a regular meeting thereof held on May 23, 2016, by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

MATT BEEKMAN, Mayor

ATTEST:

CHRISTINE TALLMAN, Interim City Clerk

**STANISLAUS COUNTY
LAW ENFORCEMENT SERVICES
AGREEMENT**

City of Hughson
2016-2020

STANISLAUS COUNTY
LAW ENFORCEMENT SERVICES

AGREEMENT

THIS 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, 2016, though June 30, 2020 (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. Termination Process.
 - i. 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 City. The County shall provide only those general law enforcement services set forth in the General Law Enforcement Service Request attached hereto as Exhibit A.

B. No later than July 1 of each year, the City and the County shall sign new Exhibits A, B & C 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 and, if appropriate, prepare new Exhibits for signature by the Parties, which shall be attached as an amendment hereto.

C. 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 and 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 will 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 the County's actual cost to provide the City the general law enforcement services set forth in Exhibits A, B, and C. 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; and payments made by the County to personnel assigned to City for accrued leave time upon retirement or separation of service.

1. City acknowledges that the City historically has not directly or indirectly compensated the County for the administrative costs incurred by the County in providing the additional staff support services required to provide the services to the City and which administrative costs would not be incurred in the absence of the existence of this Agreement. These so far un-captured support services costs

include, but are not limited to; case, property and records management, crime scene identification, administration, information technology, background checks, internal affairs, human resources, payroll, financial and specialized training. Although the County is not at this time requesting the City to pay administrative costs, the County anticipates budgeting issues may require it to capture those additional costs in the future. The County's administrative costs will be charged to the City, if at all, through an amendment of the Exhibits.

- 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 C, (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 C accordingly.
- 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 C and the rates and estimated Annual Contract Amount shall be readjusted to reflect the appropriate rates. In the event insurance costs for County 's liability or workers' compensation programs are changed at a time not coincident with close of the fiscal year, the reimbursement rates for County 's liability program set forth in Exhibit C 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.
- v. The City shall pay its share of the accumulated leave accrual of the Chief of Police upon that employee vacating the Chief of Police position for any reason. The City's share shall be defined as the percentage of time assigned to the City of the total actual leave accrual.

B. Billing.

- i. 30 days after the close of each calendar month, County shall deliver to City a statement covering 1/12 (one-twelfth) of the estimated Annual Contract Amount and City shall pay County the amount stated thereon within 30 days after receipt of the statement. At the end of each quarter (March, June September, and December) County shall calculate its actual cost to provide services under this Agreement for that quarter and provide a quarterly statement of actual costs to the City. At the close of the fiscal year the County will provide the City with a final reconciliation ("true-up") showing the amount due either party. The party owing shall pay the other party within 30 days after issuance of the final reconciliation 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 giving written notice to City of County's intention to do so.

6. Revenues.

A. All revenues currently received by the City as revenue pertaining to police services or generated by police services will continue to be City revenue with the exception of Peace Officer Standards and Training (POST) reimbursement, Police Reserve revenue and individual booking fee recovery revenue. The County makes no commitment to any revenues other than that the revenues will not be diverted for County use by this Agreement, except for those excluded above.

B. Booking fees may be charged to City for arrests made by deputy sheriffs assigned to the City Police Services if the County charges Booking Fees to the other nine cities as outline in Government Code Section 29550, AB1805 – Booking Fee Solution and County Code Section 4.52.010.

C. The proceeds from incidental asset forfeitures that occur in the City by a City assigned deputy shall be allocated to the "law enforcement agency" or City pursuant to California asset forfeiture laws. Any proceeds from a planned activity that occurs in the City over which the County has full control will be shared equally between the City and Sheriff unless otherwise agreed upon in advance. The proceeds from a planned and coordinated activity that occurs in the County jurisdiction, from an incident that originates within the City will be shared equally between the County and City. If assistance is provided to any other law enforcement agency either in the City or outside the City, by deputies who are on duty within the City, the County will make a good faith effort to obtain a share of any forfeiture proceeds for the City to offset any use of the officers. The City agrees that all money received under this provision will be used only as authorized in sections 11470 *et seq.*, of the California Health and Safety Code.

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").
- 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 to assist 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.

C. Assigned Deputies. The County shall assign Deputy Sheriffs to provide law enforcement services to the City, in the number indicated in Exhibit A.

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.

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 not 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 (SSMA). 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.

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. Sick Leave Temporary Replacement. If an assigned employee is absent from duty due to illness or injury for longer than 80 consecutive hours, the County may provide a replacement if available in accordance with Exhibit A.

D. Disciplinary Temporary Replacement. If an assigned employee is absent from duty due to a disciplinary action for longer than 24 hours, the County may provide a replacement in accordance with Exhibit A.

E. 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.

F. 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 of City. The term of an employee's assignment will comply with the applicable Personnel MOU.

G. 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 jail, 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.

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 within 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 furnishings, 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 Property Inventory attached hereto as Exhibit B.
- ii. Upon termination of this Agreement the County will transfer to the City title for vehicles similar to those identified as the vehicles originally transferred to the County in Exhibit B, 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. Any vehicles purchased using City funds during the Term of this Agreement shall be added to Exhibit B. Exhibit B shall be reviewed annually by the Parties and if necessary will be updated to reflect the deletion of vehicles no longer needed for law enforcement service and returned to the City and the addition of any vehicles provided by City or purchased with City funds.
- iv. Vehicles shall be used to provide to law enforcement services at the discretion of the Sheriff or designee and in compliance with the Sheriff’s Department policies.
- 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.
- vi. County shall invoice City monthly for the estimated Vehicle Cost Reimbursement. The estimated Vehicle Cost Reimbursement will be computed annually on a cost per mile 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. The actual Vehicle Cost Reimbursement will be calculated quarterly (March, June, September, and December). The Parties will “true-up” the estimated cost with the actual cost at the close each fiscal year. The current estimated Vehicle Cost Reimbursement rates are shown in Exhibit C and shall be updated each fiscal year by the County.
- vii. City shall provide to, or reimburse County for, any decals or special signage that is used to distinguish the vehicles with City markings.
- viii. The estimated Vehicle Cost Reimbursements shall be billed separately and trued-up at the end of each quarter per Section B, Billing.
- ix. 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 March 12, 2013, 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	5	100,000
Sedan, passenger minivans (Detectives/Chief)	8	100,000

Light truck/van, medium truck	10	100,000
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- x. 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. Motorcycle(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. The motorcycle will be registered to the County. County agrees that upon termination of this agreement the County will transfer ownership of motorcycle(s). Excluded are any enhancements added to the vehicle and paid for by the County.
- iv. 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). County shall invoice City at least quarterly for each motorcycle(s) providing police services to City. Said cost will include gasoline, repairs, and maintenance and insurance costs of each motorcycle. City agrees to provide to, or reimburse, County for any decals or special signage that is used to distinguish the motorcycle(s) with City markings. Actual motorcycle(s) costs for gasoline, repairs and maintenance will be “trued up” quarterly (March, June, September and December). This “true-up” method will be utilized to close each fiscal year for those items listed in Exhibit C.
- v. 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. Equipment purchased by the County at the cost of the City shall be placed on the Property Inventory attached hereto as Exhibit B. The City has provided to the County certain police equipment, which is included in the Property Inventory shown on Exhibit B. Exhibit B shall be reviewed annually and if necessary will be updated to reflect the deletion of items no longer needed for law enforcement service and returned to the City and the addition of any equipment provided by City and all other equipment purchased at the City's expense.
- iii. 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.
- iv. Upon termination, and subject to the Transition Plan referred to in paragraph 2 of this Agreement, the County will return to the City those items identified in Exhibit B, or equipment of equal or similar value, except those items that have reached the end of their useful life or is non-serviceable.
- v. County will advise City when any item listed in Exhibit B is no longer needed or becomes 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 worker's 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 non-performance, 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 examination 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 designee, to represent County in all matters pertaining to the administration of this Agreement. The City designates its City Manager, or his 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. 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.

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, B and C. 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. This 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.

Signatures on following page:

IN WITNESS WHEREOF, the Parties have executed the Agreement in the County of Stanislaus, State of California.

COUNTY OF STANISLAUS

CITY OF HUGHSON

By: _____
Dick Monteith,
Chairman

By: _____
Matt Beekman
Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Elizabeth King,
Clerk

By: _____
Christine Tallman,
Interim City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

By: _____
Adam Christianson,
Sheriff

By: _____
Raul Mendez,
City Manager

APPROVED AS TO FORM:
John P. Doering
County Counsel

APPROVED AS TO FORM:
Daniel J. Schroeder
City Attorney

By: _____
Rob Taro,
Deputy County Counsel

By: _____
Daniel J. Schroeder
City Attorney

**EXHIBITS A, B, & C
TO
STANISLAUS COUNTY
LAW ENFORCEMENT SERVICES
AGREEMENT**

**City of Hughson
(2016-2020)**

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 levels described below.
2. Property Inventory. The Sheriff and the City Manager have reviewed the Property Inventory attached as Exhibit B and agree that it is accurate and complete.
3. Contract Rates. The Sheriff and the City Manager have reviewed the Contract Rates attached as Exhibit C and accept those rates.
4. Services to be Performed. County will provide to City the following General Law Enforcement Services:
 - a. Patrol, Investigation, Traffic and all Auxiliary and Technical Service, case, property, and records management, crime scene identification, administration, information technology, backgrounds, internal affairs, human resources, payroll, financial and specialized training.
5. Excluded Services: Any services of which the County may be a party, such as a J.P.A. or task force M.O.U., such as, S.D.E.A, StanCATT, Cal-MMET, HIDTA, and SR911.
6. Ancillary Services: County will provide the following ancillary Services: STARS Program; Reserve Program.
7. Special Events: The City and County shall share equally the cost of law enforcement services for the annual “Hughson Fruit and Nut Festival.”
8. Staffing Level. The staffing level which will be provided is as follows:

Patrol	Four Primary Patrol deputies (one deputy on A & B squads, both day and graveyard shifts).	Backfill One 24/7, 365 days
Community Resource Deputy	One deputy	No backfill
Sergeant*	50% of a Sergeant split between the City and the County	No backfill
Chief*	37% of a Chief of Police, normal business hours, split between the County and the City	No backfill

Clerical	One, normal business hours, 8 hours/day, 5 days/week.	No backfill
----------	---	-------------

- a. * The Chief of Police will have split duties and responsibilities and will split time between the County, and the City. The Sergeant will split time between the City and the County. The cost of these positions shall be allocated as shown below. The County will ensure that the Chief of Police and Sergeant 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 of Hughson	COUNTY
Chief of Police*	37%	63%
Sergeant	50%	50%

9. Personnel Term: The Chief of Police will serve a term of three years with an optional fourth year eligible upon approval by both the City and the Sheriff. All other positions will serve terms in accordance with their respective Memorandums of Understanding.
10. Facilities: The City shall provide the existing police facility at 7018 Pine Street, Hughson, for the County to conduct law enforcement services.
11. Dispatch Services: The City shall use the same dispatch services utilized by the Sheriff's Department while this contract is in effect.

APPROVED AND ACCEPTED BY:

STANISLAUS COUNTY SHERIFF:

CITY MANAGER:

By: _____
Adam Christianson,
Sheriff

By: _____
Raul Mendez,
City Manager

Date: _____

Date: _____

EXHIBIT B
HUGHSON POLICE SERVICES
PROPERTY INVENTORY
AS OF JUNE 2016

Vehicle inventory per original agreement in 2001:

1. 1997 Ford Crown Victoria #PD1, Patrol Vehicle (#97-901) 73,993 miles
2. 1998 Ford Crown Victoria #PD2, Patrol Vehicle (#98-902) 46,110 miles
3. 2000 Ford Crown Victoria #PD3, Patrol Vehicle (#00-903) 18,851 miles
4. 2000 Ford Crown Victoria #PD4, Patrol Vehicle (#00-904) 3,038 miles

Current Vehicle inventory as of May 2016:

1. 2009 Ford Crown Victoria # 09-18 90,307 miles
2. 2009 Ford Crown Victoria # 09-20 79,860 miles
3. 2015 Ford SUV # 15-16 11,550 miles
4. 2015 Ford SUV # 15-23 2,907 miles

The following inventory of the major items of the Police Department property of City of Hughson:

Chief's Office:

1. 2- armless tan fabric guest chairs
2. 1-2x2 dark brown occasional table
3. 1-dark brown desk with return
3. 1-black fabric adjustable desk chair with arms
4. 1-Tech Solutions paper shredder
5. 1-AVAYA desk phone

Sergeants Office:

1. 2- armless tan fabric guest chairs
2. 1-dark brown desk with return
3. 1-black fabric adjustable desk chair with arms
4. 1-AVAYA desk phone
5. 2-Cannondale Patrol bicycles ser#s. R026076 & R027545
6. InFocus projector ser. AHHP40300148
7. Radar equipment on attached list

Hall Way:

1. 2-3 shelf glass door book shelves
2. 1-Black Kevlar Riot Helmet
3. 1-HPD Riot Helmet
4. 1-Hale Mega phone #21269

Interview Room:

1. 2 door black metal cabinet
2. 4-green fabric armless chairs
3. 1-table attached to wall

Lobby:

1. 3-blue fabric arm chairs
2. 18 x 18 occasional table

Patrol Room:

1. 3-cherry laminate corner desks
2. 5 cherry laminate desk tops

3. 3-cherry laminate overhead storage
4. 1-2 x 2 black occasional table
5. 1-cherry laminate 2 drawer file
6. 5-cherry laminate B-B-F roll arounds
7. 3-AVAYA desk phones
8. 1-Visio Flat screen TV
9. 1-Samsung DVD Player
10. 1-Motorola Base Station Radio
11. 1-Staples shredder
12. 5-black fabric adjustable desk chairs with no arms

Locker Room:

1. 1-Hughson City security camera system consisting of: 8 port Gigabyte switch ser. SRW2008P, Acer monitor ser. 95202314943, Dell keyboard ser. ON242F, Dell mouse ser. 10P027LG, Dell tower ser. BZJ1VK1, Power supply ser. RPS1210, Outlet power strip
2. 10-grey metal lockers
3. 1-black wire 5 shelf rack
4. 1-Panasonic DVD recorder 3 DMR-EH59
5. 1-Samsung LED TV monitor
6. 1-White digital camera for interview room
7. 1-small wood bench

Evidence Room:

1. 1-forms shelving
2. 1-Sunbeam scale, model DC4102
3. 1-2 door evidence locker
4. 1-6 door evidence locker

Armory:

1. 1-American Security gun safe
2. 1-Dynamic entry tool
3. 1-black HPD entry shield
4. 1-gun inventory listed on attached sheet

Clerk's Office:

1. 1-Attech Computer ser. 0300820 city tag 05059
2. 1-Fellows Laminator ser. HRL125041207WB0010738
3. 2-AVAYA desk phones
4. 1-Fellows shredder
5. 2-black fabric adjustable desk chairs with arms
6. 2-brown fabric work cubicles with laminate desk tops and under desk file drawers

File Room:

1. 2-4 drawer upright file cabinets

The following inventory of the major items of the Police Department property of Stanislaus Sheriff:

Chief's Office:

1. 1-Desktop computer system and peripherals
2. 1-Motorola Portable Radio XTS 1500 Asset # 82678, Impress charger ser.# WPLN4114AR

Sergeants Office:

1. 1-Desktop computer system and peripherals

Hall Way:

No items

Interview Room:

No items

Lobby:

- 1. Drug/medication disposal program bin
- 2. Stanislaus Sheriff Flag

Patrol Room:

- 1. 1- Polycom ser. H8084102B75C
- 2. 5-Desktop computer systems and peripherals
- 3. 1-Stalker Radar unit asset# 86688

Locker Room:

No items

Evidence Room:

- 1. 1-Access entry door lock security card system

Armory:

No items

Clerk's Office:

- 1. 2-Desktop computer systems and peripherals

File Room:

- 1. 1-16 ft. Kardex file storage shelf system asset # 86150

The following inventory of the armory and property of the City of Hughson

Manufacturer	Model	Caliber	Action	Finish	Serial Number
Remington	870	12 Gauge	Pump	Blue	W793194M
Remington	870	12 Gauge	Pump	Blue	W223517V
Remington	870	12 Gauge	Pump	Blue	W100894V
Remington	870	12 Gauge	Pump	Blue	V793203V
Remington	870	12 Gauge	Pump	Blue	V682925V
Remington	870	12 Gauge	Pump	Blue	V679530V
Remington	870	12 Gauge	Pump	Blue	T336643V
Remington	870	12 Gauge	Pump	Blue	T198803V
Colt LE	AR-15				LBD017190
Colt LE	AR-15				LBD017241
Colt LE	AR-15				LE004534
Colt LE	AR-15				LE004778
Colt LE	AR-15				LE005153
Colt LE	AR-15				LE005156
Glock	G22 GEN3				FCH717US
Glock	G22 GEN3				FCH718US

Purchased in 2002 with H-Bar AR-15's and were later modified by Sheriff's Office Armory.

Radar/Lidar Equipment		
On Hand		Returned to City
Kustom Pro Laser III		MPH Enforcer
Lidar Gun	Equipment	Moving Radar Units
PL 15861	2 Chargers	ENF686000188
	6 Batteries	BEN653001500
	1 AC Adapter	ENF728000143
Decatur Genesis VP		BEN653001019
Radar Guns	Equipment	MPH Speed Gun
GVP02677	1 Charger	Radar Units
GVP02717	6 Batteries	HHM373000056
* Stalker II MDR *		HHM373000074
County Property # 86688		
Radar Gun	Equipment	
AS005854	1 Charger	
	2 Batteries	
Stalker DSR 2X		
Moving Radar in 09-20		
DP12379		
KC035712		
KR012128		
MPH Enforcer		
Moving Radar from 07-07		
ENF728000037		
BEN653001022		
BEN653001497		
Tuning Forks		
237340		
15423		
15272		
237119		
63596		
FA20762		
FB310852		
FA007477		
FA008840		

EXHIBIT C

HUGHSON POLICE SERVICES – CONTRACT RATES

	Budget 2015/2016	Budget 2016/2017	Budget Variance	Var %
Staffing				
Lieutenant/Chief (No Backfill)	0.33	0.37	0.04	12%
Sergeant (No Backfill)	0.5	0.5	0.00	
Deputy Sheriff/Patrol (Backfill)	4	4	0.00	0%
Deputy Sheriff-CRD	1	1	0.00	0%
Legal Clerk III (No Backfill)	1	1	0.00	0%
Total Officers including Lieutenant	5.83	5.87	0.04	1%
Officers per 1,000 based on Population of 7,000	0.83	0.84	0.01	1%
Total Salary and Benefits	772,770	800,457	27,687	4%
Overtime and Extra Help (Backfill, Grants, School, Security events)	166,858	167,360	502	0%
Service, Supplies and Other Charges	60,650	61,150	500	1%
SR911 Dispatch Services	122,081	85,458	(36,623)	-30%
Other Charges (County CAP's)	25,198	23,133	(2,065)	
Transcription Costs	5,000	5,000	-	
Fixed Assets	56,000	-	(56,000)	
Patrol Vehicle Charges (Actual Fleet Costs)	41,700	-	(41,700)	-100%
Vehicle Replacement Costs (was Depreciation)	25,000	75,000	50,000	
Total Cost of City Contract	1,275,257	1,217,558	(57,699)	(1.3)
Revenues:				
City payment to County	1,168,061	1,210,059	41,998	4%
Other Law Enforcement Services	107,195	7,500	(99,695)	-93%
Total Revenue	1,275,256	1,217,559	(57,697)	-5%

Type of Vehicle	Mileage Rate
Patrol Car	\$ 0.90
Intermediate Sedan	\$ 0.66
Full Size Sedan	\$ 0.83
SUV Patrol	\$ 1.47

Current vehicle inventory as of March 2016:	
Description	Vehicle #
2009 Ford Police Interceptor (Crown Victoria)	09-18
2009 Ford Police Interceptor (Crown Victoria)	09-20
2015 Ford Explorer Patrol SUV	15-16
2015 Ford Explorer Patrol SUV	15-23



CITY COUNCIL AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date: May 23, 2016
Subject: Consideration to Direct Staff to Release a Request for Proposals (RFP) for Street Sweeping Services throughout the City of Hughson.
Presented By: Sam Rush, Public Works Superintendent
Martha Serrato, Accounting Technician II

Approved By: _____

Staff Recommendation:

Direct City staff to release a Request for Proposals (RFP) for Street Sweeping Services.

Discussion:

Based on City Council direction to undertake the RFP process for all City services provided by outside firms, City staff has prepared for release a Request for Proposals (RFP) to solicit proposals from interested parties to provide street sweeping services including responsibility for street sweeping after City events and in the case of emergencies. As a municipality, the City of Hughson has a fiscal responsibility to ensure that services provided are done in the most cost-effective manner possible. The Request for Proposal (RFP) process is commonly initiated by public agencies to assist with this determination.

The draft RFP is attached. Upon approval of the RFP, with assistance from the City Attorney, City staff will release and commence the process expected to take approximately 45 days to complete. The following is the tentative schedule for reference.

Release Request for Proposal	May 23, 2016
Mandatory Bidders Conference	June 3, 2016
Proposals due to City of Hughson	June 14, 2016
Evaluation Process (and/or Interviews)	June 23-24, 2016
Hughson City Council Approval	June 27, 2016
Completion of Agreement	July 28, 2016
New Contract Effective Date	July 1, 2016

Fiscal Impact:

There is no direct fiscal impact in regards to releasing a RFP for the City street sweeping services. The intent of the RFP process is to ensure the City is receiving the most cost effective services.

Street sweeping services will be funded through Fund 30 Gas Tax 2107, 30-700-6202.



REQUEST FOR PROPOSAL

FOR

Street Sweeping Services

*PROPOSALS MUST BE RECEIVED
NO LATER THAN
2:00 PM, Tuesday, June 14, 2016*

SEND/DELIVER PROPOSALS TO:

Attn: Sam Rush, Public Works Superintendent
City of Hughson
P.O. Box 9
7018 Pine Street
Hughson, CA 95326
209-505-3049

PURPOSE

The City of Hughson is seeking the services of a qualified street sweeping contractor to provide street sweeping services throughout the City of Hughson. This Request for Proposal (RFP) is intended to provide the contractor with the necessary information to prepare a proposal for the stated services.

BACKGROUND

The City of Hughson is a small but prospering agricultural community situated in eastern Stanislaus County. Hughson is the smallest incorporated city in Stanislaus County, but has grown from a population of 3,259 in 1990 to around 7,000 today.

The Public Works Department is responsible for the maintenance of the City streets. The following are the items for which the contractor will be responsible and which should be included in the Request for Proposal:

- Street sweeping services throughout the City of Hughson on a bi-weekly basis.
- Street sweeping services after each city event.
- Emergency Street sweeping services as necessary.

DEFINITIONS AND TERMS

- **City** - City of Hughson, California.
- **Contractor** - The person, corporation or partnership performing street sweeping services under contract with the City.
- **Curb Mile** - Curb mile shall be defined as the distance the sweeping machine travels with an effective sweeping width of eight (8) feet minimum (except where specified otherwise) from the curb face along an improved street and uncurbed streets.
- **Debris** - All loose, inert, dry waste material including refuse, dirt, rocks, sticks, sand, glass, metal fragments, cans, bottles, leaves and typical street litter. Debris does not include waste materials in the catch basins of storm sewers or leave piles larger than a square yard (3x3x3).
- **Sweeping Path** - Specified paved surface distance from curb line or pavement edge in which Scheduled Service is to be performed. Both gutter brooms shall be deployed during sweeping operation.
- **Scheduled Service** - Sweeping frequency as defined in the contract documents which must be performed on the schedule set forth in the contract documents.

- **Unscheduled Service** - That service which can be requested by the City to be performed outside the bounds of the scheduled service which can be anticipated a minimum of twenty-four (24) hours in advance.
- **Emergency Service** - That service which can be requested by the City to be performed outside the bounds of the scheduled service within one (1) hour of being notified to provide such service.
- **Machines** – The primary and secondary sweepers shall be referenced in this RFP as “machines”. All requirements of this RFP for machines shall be for both the primary sweeper and the secondary sweeper.

PROJECT INFORMATION

SCOPE OF SERVICES

- A. Contractor shall provide street cleaning services (“Services”) to the City for the purpose of removing debris from all roads and streets within the City. The debris to be removed includes, but is not limited to sand, glass, cans, litter, light leaves and other debris normally swept by mechanical street sweepers from Streets. The Services provided shall leave the area of the streets within eight feet of the curb or uncurbed edge free of debris. Contractor shall be responsible for leaves that fall off trees within the area eight feet from the curb or uncurbed edge of the Streets; however, Contractor shall not be responsible for piles of leaves located within eight feet from the curb or uncurbed edge of streets.
- B. Streets in which Services shall be provided within the City of Hughson are indicated on the map attached hereto as Exhibit A which is hereby incorporated by reference. The City reserves the right to amend the map by providing 10 day written notice.
- C. Contractor shall establish a regular schedule in which services will be provided within the City (“Regular Schedule”). The Regular Schedule shall provide for the Service to be performed in all residential areas bi-weekly. The regular schedule shall consider the current garbage collection schedule. Services shall not be provided in residential areas on weekends nor between the hours of 5 p.m. and 6 a.m. Services shall be performed in commercial areas between the hours of 12 a.m. and 6 a.m. Contractor shall provide the City of Hughson Public Works Superintendent the Regular Schedule of Services.

- D. If Contractor is unable to perform Services pursuant to the Regular Schedule due to adverse weather conditions, Contractor shall immediately notify the Public Works Superintendent to substantiate the conditions which prevent the performance of service, and the contractor shall perform within three days said Services in the areas which did not receive Services pursuant to the Regular Schedule provided that weather and garbage collection days permit.
- E. If the Regular Schedule provides for Services to be performed on any of the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, Contractor shall perform services on the next day which is not a weekend.
- F. Except as provided for in paragraphs D and E of this Section, amendments and/or exceptions to the performance of services pursuant to the Regular Schedule shall be permitted only upon written notification by the contractor or through prior direction from the City of Hughson Community Development Director.
- G. Contractor shall have a supervisor or foreman available via phone at all times to direct Services as needed. The supervisor, foreman, or operator shall report any problems or concerns that occur or exist to the City of Hughson Public Works Superintendent. Contractor shall provide City with cell phone numbers where the supervisor or foreman may be reached at any time of the day and week.
- H. The contract is not exclusive, and City may utilize such other street sweeping services as it may desire.
- I. Contractor shall cooperate with other City operations, such as, but not limited to, garbage collection, street maintenance and construction activities. Contractor's foreman or supervisor shall coordinate such cooperation through the Public Works Superintendent.
- J. The current Street Sweeping Service contract is for 4.1 miles of Commercial Service miles and 41.7 Residential miles. The Contractor should provide and independent estimate of Commercial and Residential Service miles. The City will approve and coordinate with the contractor the total service miles.

CONTRACT OVERSIGHT

The contract will be overseen by Jaylen French, Community Development Director and Sam Rush, Public Works Superintendent.

MANDATORY BIDDERS CONFERENCE

Before submitting a Bid, each contractor shall carefully read the Specifications and all Contract Documents. The contractor must attend the Mandatory Bidders Conference to understand the scope of work, all existing conditions and limitations under which the work is to be performed, and he/she shall include in his/her Bid a sum to cover the cost of the items necessary to perform the work as set forth in the Contract Documents. The Mandatory Bidders Conference is on Friday, June 3, 2016 at 10:00 a.m., at the City of Hughson Administrative Offices, 7018 Pine Street, Hughson, CA 95326. All Contractors submitting a bid must attend this conference. For any additional information, contact Sam Rush, Public Works Superintendent at (209) 505-3049.

EQUIPMENT AND SPECIFICATIONS

- A. Contractor shall provide all supplies, tools, machines and/or equipment required to perform the Services pursuant to the Contract.
- B. Contractor's machines shall be equipped with an efficient water spray system for dust control, and Contractor shall maintain the spray system in good operating condition.
- C. Contractor's machines shall be properly registered and insured by Contractor in accordance with the laws of the State of California. Contractor's operators shall also be properly licensed and insured in accordance with the laws of the State of California.
- D. Contractor's machines shall be maintained by Contractor in good working condition at all times and in the event that machine operation problems exist, Contractor will provide backup machines or alternatively perform the services pursuant to the Regular Schedule during the next regularly scheduled Service day.
- E. Contractor shall maintain a sufficient supply of spare brooms and other parts to ensure that timely and continuous fulfillment of the Contract is met.
- F. Contractor's machines and/or equipment shall be capable of removing litter, sand, light leaves and debris in a manner sufficient to meet reasonable community cleanliness standards.

- G. Contractor's machines and/or equipment shall comply with all federal, State, and local safety regulations, rules of requirements, including compliance with the City of Hughson's Storm Water Discharge Permit, which is attached hereto as Exhibit B.
- H. Contractor's machines and/or equipment shall have a safety beacon operating at all times while performing services.
- I. The Contractor shall immediately remedy any spill or discharge of street sweeping debris, waste, fluids or other such materials from either the equipment or other service activity, and shall contain and clean up such materials at no cost to the city, and shall prevent any such materials from entering any storm water inlet, drains, basins, or sewer system; and shall submit within twenty four (24) hours by email or hand delivered, a report describing the type(s), and quantities, or such release and the clean up actions which were taken.

CITY OF HUGHSON OBLIGATIONS

- A. City will provide Contractor access to and use of the existing water hydrants at designated locations for filling Contractor's water spray systems necessary for the performance of Services, at no cost to Contractor.
- B. Following reasonable requests of Contractor, City shall provide that trees are trimmed to allow accessibility by Contractor to streets without interference by trees or shrubs.
- C. Dispose of all debris generated by Service.

COMPENSATION

- A. City of Hughson agrees to pay Contractor for Services performed at the rate set forth in the negotiated contract with the selected Contractor. The rates identified in Paragraph A shall apply to any additional curb miles added to the Contract by the parties pursuant to Section I, Paragraph B, of the Contract.

Item No.	Quantity/Units	Description	Unit Price	Extended Price
1.	curb miles/year	Scheduled Street Sweeping Service	\$_____/mi.	(unit x # curbed miles) \$_____/yr.
2.	Uncurbed miles/year	Scheduled Street Sweeping Service	\$_____/mi	\$_____/yr.
3.	20 hours/year	Unscheduled Street Sweeping Service	\$_____/hr.	\$_____/yr.
4.	20 hours/year	Emergency Street Sweeping Service	\$_____/hr.	\$_____/yr.
Base Bid:				\$_____

BASE PROPOSAL AMOUNT IN WORDS _____

Curb miles and hours are annual estimates only. The proposal will be evaluated against the Contractors total extended price.

Payment will be made for actual curb and uncurbed miles swept and actual hours of unscheduled and emergency sweeping service.

The project may be awarded based solely on the base bid, the base bid and any combination of the two bid alternatives at the sole discretion of the City of Hughson.

- B. City will provide payment to Contractor within forty-five (45) days of receipt or Contractor's invoice for Services. Contractor shall not provide invoices to City more than once each month.
- C. Any extra street sweeping or power washing services that are performed by Contractor at the request of City which are not within the Services described in Exhibit A, of the Contract, including any sweeping due to construction activity, shall be paid by the City to Contractor at Contractor's hourly rate as specified in the Contractor's bid. Contractor shall provide such hourly rate in the proposal which will be incorporated,
- D. Contractor may request an increase in rates based upon substantial increase in operating costs; i.e. wages, insurance, equipment maintenance, fuel, etc. The City Council may amend the Contract and grant such an increase in an amount that it deems reasonable, if in its sole judgment, the reasons for such an increase are justifiable. The City may require an independent audit. The City reserves the right to require adjustments in operations of the Contractor due to changing community needs and/or developments in the field of street sweeping and cleaning.

TERMS OF CONTRACT

- A. The Contract shall be effective on July 1, 2016 and will continue in effect for three (3) years or until terminated as provided in the Contract. The City, at its sole discretion, may extend the term of the contract by one year term(s).
- B. Notwithstanding any provisions to the contrary, the Contract may be canceled at anytime by the City upon providing thirty-day (30) advance written notice to the Contractor, and by the Contractor upon providing ninety-day (90) advance written notice to the City.

STATUS OF CONTRACTOR

- A. Contractor shall enter into a Contract, and remain throughout the term of the Contract, as an independent contractor. Contractor agrees that it is not and will not become an employee, partner, agent, or principal of City while the Contract is in effect. Contractor agrees it, and his or its employees, are not entitled to the rights or benefits afforded to City's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit.
- B. Contractor is responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits and licenses for itself and for its employees and subcontractors. Contractor agrees to hold harmless and indemnify City for any and all claims arising out of or any injury, disability, or death of any Contractor employees or agents.

- C. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by City to Contractor for Services pursuant to the Contract. Contractor agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision.
- D. Use of Employees or Subcontractors. Contractor may, at Contractor's own expense, use any employees or subcontractors as Contractor deems necessary to perform the Services required of contractor by the Contract. City may not control, direct, or supervise those situations where the City deems it necessary for the purpose of ensuring public safety, or Contractor's apparent non-conformance with laws, permits, regulations, or contract provisions, or in the absence of Contractor's required supervision.

MISCELLANEOUS PROVISIONS

- A. Contractor's Qualifications. Contractor represents that it has the qualifications and skills necessary to perform the Services under this Request for Proposal in a competent, professional manner, without the advice of the City. This means Contractor is able to fulfill the requirements of this Request for Proposal. Failure to perform all the services required under this Request for Proposal constitutes a material breach of any future contract. Contractor has complete and sole discretion for the manner in which services under the Contract will be performed, provided it is done so in conformance with the scheduled submitted, any directives issued by the Community Development Director pursuant to the Contract Documents, and any applicable statute, law, ordinance or regulation.
- B. Assignment. Neither the Contract nor any duties or obligations under the Contract may be assigned by Contractor without the prior written approval of the City Council, by the Mayor.
- C. Prevailing Wages. Based on the recent Director of Industrial Relations opinion, the services **will not be subject** to prevailing wages.
- D. Rate Adjustment. The rate per mile, flat rate and the hourly rates for scheduled and unscheduled services will remain unchanged for the first term of the agreement. For extended agreements the Community Development Director or their designated representative may negotiate revised rates for services with the contractor provided that the new rates do not exceed the previous year's increase in the Consumer Price Index (INDEX). The INDEX shall be based on the most recent yearly information available for the San Francisco-Oakland Bay Areas, published by the United States Department of Labor, Bureau of Labor Statistics.

- E. Entire Contract of the Parties. The future contract supersedes any and all Contracts. Either oral or written, between the parties with respect to the rendering of Services by Contractor to the City and contain all of the representations, covenants, and Contracts between the parties with respect to the rendering of those services. Each party to the Contract acknowledges that no representations, inducements, promises, or Contracts, orally or not contained in the Contract, and that no other Contract, statement, or promise not contained in the contract will be valid or binding. Any modification of the contract will be effective only if it is in a writing signed by the party to be charged.
- F. Partial Invalidity. If any provision of the future Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

CONDITIONS AND INSTRUCTIONS

PROPOSAL DELIVERY LOCATION

Proposals shall be delivered/mailed to the attention of Sam Rush, Public Works Superintendent, City of Hughson, 7018 Pine Street | P.O. Box 9, Hughson, California 95326 prior to 2:00 PM on June 14, 2016. Proposals received after that time will be returned unopened to the respective Contractor and will not be considered for evaluation. No faxed or emailed proposals will be accepted.

REQUIRED CONTENT OF THE PROPOSAL

The proposal should be concise, well organized and demonstrate the Contractor's qualifications and experience applicable to the scope of services. The proposal shall be limited to 40 one-sided pages (8.5"x11"), inclusive of cover letter, resumes, and graphics.

The following describes the information that should be submitted by each firm and/or team:

1. Cover Letter
2. Project Understanding and Contractors Qualifications
3. Cost Proposal and Schedule

Cover Letter:

The submittal should include a letter describing the firm and/or team's interest in providing the requested services. The person authorized by the contractor and/or team

to negotiate a contract with the City shall sign the cover letter. Include the name, phone number, and e-mail address of the contact person for the proposal process.

Project Understanding and Contractor Qualifications:

The submittal should include a description of the contractor and/or team's understanding of the project and a narrative, including complete information about the firm and/or team and its ability to perform the work described in the Scope of Services. This section shall address the following topics:

1. Brief history of the contractor and/or team, including key personnel.
2. Names and resumes of designated supervisor/foreman and key personnel that will be assigned to the contract.
3. Organization chart of project personnel.
4. Description of experience (contractor and/or team and project personnel) on similar services
5. Statement of project understanding.
6. Indicate the primary contact (and management hierarchy) that will be available for all aspects of the work.

Client List:

The submittal should include a current client list, including the agency name and the name, title and telephone number of the primary contact.

STATEMENT OF SUBCONTRACTORS

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in "Designation of Subcontractors" in Section 1-2.

WRITE IN "NONE" IF NO SUBCONTRACTORS WILL BE USED AND SIGN.

Work to be Performed by Subcontractor	Name and Address of Subcontractor	Dollar Value of Contract

NAME OF BIDDER: _____ (Please Print)

SIGNATURE OF BIDDER: _____

ALL cost incurred and billed to the City of Hughson, including labor, equipment, materials, overhead, and profit shall be included within the firm and/or team's cost proposal. As well as one time hourly fees for event emergency services.

Submittal Instructions

Submitting Contractor's are required to submit one (1) original and three (3) additional copies of the proposal, including all required attachments by the date, time and location specified in this request for proposals.

EVALUATION PROCESS

The objective of the evaluation process is to perform a thorough and fair assessment of each Contractors proposal and facilitate the selection of a Contractor that best meets the City's needs.

City staff will review and evaluate each proposal which is received by the stated submittal deadline. The proposals will be evaluated based on the contractor qualifications; related experience – specifically of the individuals assigned, and cost competitiveness. The contractor should show a strong understanding of the City of Hughson and the Stanislaus County region.

Oral Interviews may be held if determined necessary.

The contractor determined best suited to meet the needs of the City will be recommended to the City Council for final selection. The City Council has the sole and absolute discretion regarding final selection. Upon final selection, the contractor and City will formalize the scope of services and associated contract fee.

TENTATIVE SCHEDULE FOR CONSULTANT SELECTION:

Release Request for Proposal	May 23, 2016
Mandatory Bidders Conference	June 3, 2016 (10:00 a.m.)
Proposals due to City of Hughson	June 14, 2016
Evaluation Process (and/or Interviews)	June 23-24, 2016
Hughson City Council Approval Contract	June 27, 2016
Completion of Agreement/Notice to Proceed	June 28, 2016

PROPOSAL INQUIRIES:

Questions regarding this proposal shall be referred to:

Sam Rush, Public Works Superintendent
City of Hughson

209/505.3049

E-mail: srush@hughson.org

ADDITIONAL TERMS AND CONDITIONS**Cost of Preparation of Proposal and Contract**

The City of Hughson shall not pay costs incurred in the proposal preparation, printing, demonstration process, or contract negotiation. All such costs shall be borne by the contractor.

Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to the Request For Proposal and all reports, charts, coverage maps, displays, exhibits, and other documentation produced by the firm and/or team are submitted as part of the proposal shall become the property of the City of Hughson after the proposal submission deadline.

Award

The City of Hughson reserves the right to award the contract to the contractor whose total aggregate proposal is most responsive to the needs of the City. An evaluation of the contractors ability, quality, and performance on previous or current contracts will be used in addition to the rate schedule as a basis of award for any resultant contract.

SIGNATURE PAGE

Name of Contractor: _____

Address: _____

Telephone: _____

E-mail Address: _____

- Type of Business Individual doing business under own name
 Individual doing business using contractor name
 Corporation
 Partnership

Type or Print Name and Title

Signature

NON-COLLUSION AFFIDAVIT

(California Public Contract Code Section 7106)

In accordance with California Public Contract Code §7106,

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder. All statements contained in the proposal are true. The bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

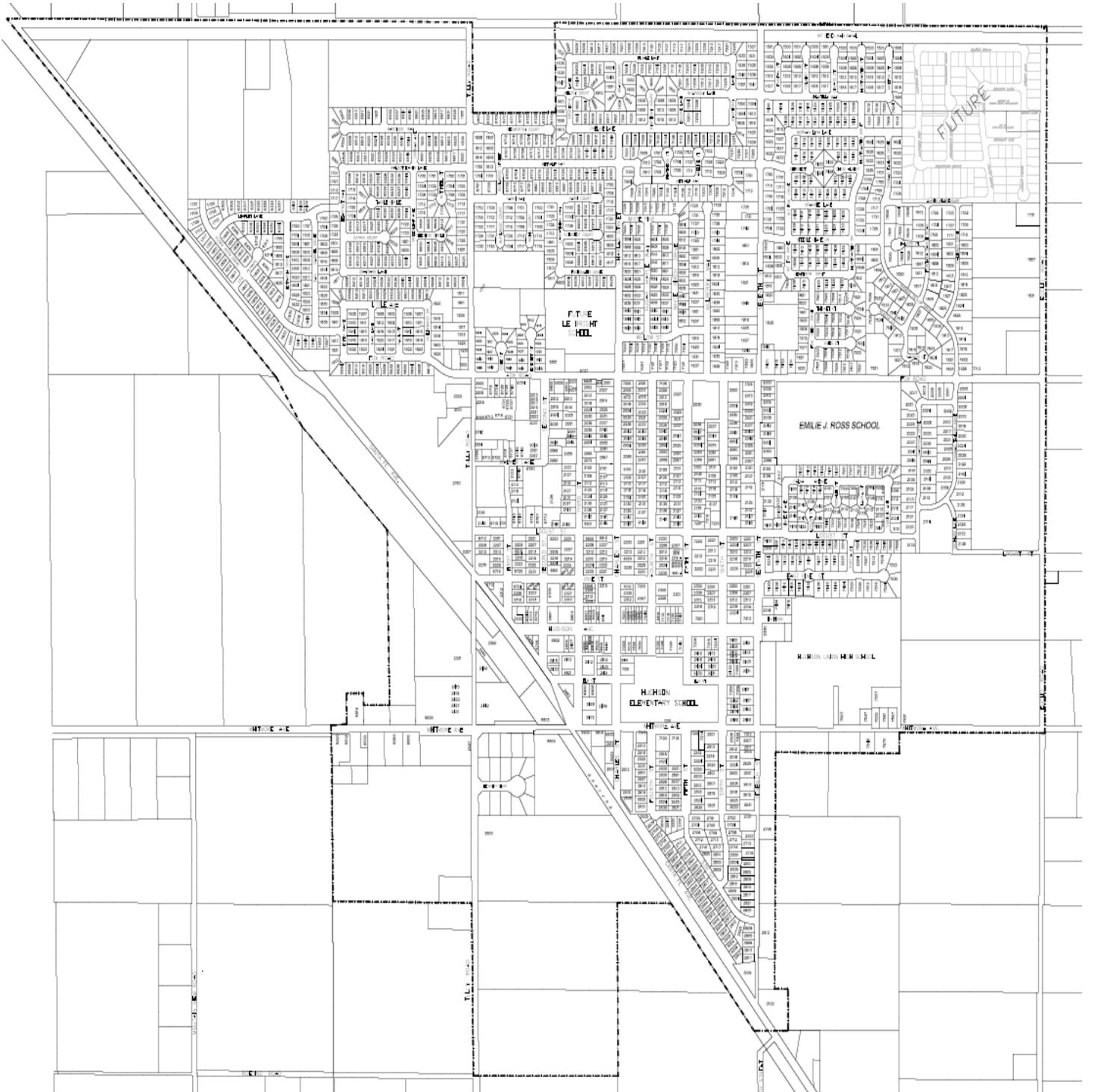
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

ATTACHMENT A

(CITY OF HUGHSON MAP)

City of Hughson





CITY COUNCIL AGENDA ITEM NO. 6.4

SECTION 6: NEW BUSINESS

Meeting Date: May 23, 2016
Subject: Review and Approve the City of Hughson's Fiscal Year 2016-2017 Preliminary Budget
Presented By: Shannon Esenwein, Director of Finance

Approved By: _____

Staff Recommendation:

Review and Approve the City of Hughson's Fiscal Year 2016-2017 Preliminary Budget.

Background:

The Preliminary Budget must be adopted by June 30th, the end of the Fiscal Year. It provides the City with the authority to continue operations and outlines how the City should use its resources to benefit the citizens. The Final Budget will be presented to Council in September for formal consideration and adoption.

This year, City staff implemented a zero based budget, which means that all expenses were reviewed and justified for the upcoming fiscal year. Every function within the City was analyzed for its needs to determine the total budgeted amount. In the past, the City used a more traditional budget approach in which the baseline amount was automatically approved and justification was only needed for a variance from the baseline. The intent of the zero based budget process is to evaluate all City expenditures. This allowed City staff to refocus funding on key objectives, set priorities, evaluate alternative funding levels, and eliminate or reduce unnecessary spending. This is also the time where alternative ways to perform tasks are evaluated, such as hiring additional personnel, keeping tasks in-house or continuing to outsource services. The zero based budget process allowed City staff to develop a needs/issues list which shows the current and future needs of the departments.

City staff has prepared the Fiscal Year 2016-2017 Preliminary Budget. In general, things are stable. Assessed property values have gradually increased over the past 5 years and are expected to increase another 3-4% in the upcoming fiscal year.

The relative health of the General Fund is acceptable. Revenue is projected to exceed expenses by \$15,120, compared to last year's \$18,932 projected surplus. Revenue is anticipated to reach \$2,632,612 for Fiscal Year 2016-2017, compared to Fiscal Year 2015-2016 at \$2,638,872. Budgeted expenses for Fiscal Year 2016-2017 are \$2,617,492 compared to Fiscal Year 2015-2016 at \$2,619,940.

The largest source of General Fund income is Motor Vehicle License Fees (VLF) and Property Tax. Both of these are based on the assessed value of property in the City limits and this information is not available until June 30th. The revenue estimates are computed based on last year's assessment and projections for the upcoming fiscal year based on information received from the Stanislaus County Assessor's Office. The revenue projections will be reevaluated when the final numbers are available from the Stanislaus County Auditor Controller's Office. Sales Tax has increased over the last several years and appears to be flattening out in Fiscal Year 2016-2017. The final payment for the triple flip will be received in the 2015-2016 Fiscal Year and sales tax revenue will return to the full one percent allocation.

The General Fund cash balance and the General Fund Reserve are projected to be \$1,134,052 and \$676,200, respectively, as of June 30, 2017. These amounts are shown on the attached Budget Summary – Projected Balance page. The Projected Beginning Balance as of July 1, 2016 is a rough estimate and has not been completely analyzed. This estimate is based on three quarters of information in Fiscal Year 2015-2016.

Overall, the City is projected to spend \$9,555,476 and receive Revenue in the amount of \$12,174,564. The projected cash balance for June 30, 2017 is \$15,107,756. As in the past, the Street and Water Development Funds have negative balances. The deficit continues to decrease since funds continue to be collected and no expenditures are made. In addition, the Transportation and Public Works Street Projects – CDBG Funds have negative balances. These balances are negative due to reconciliation issues between various street projects.

The Landscape and Lighting Districts (LLD) and Benefit Assessment Districts (BAD) are not updated for the Fiscal Year 2016-2017 Preliminary Budget, except for salary/benefits. The approval of the budget amount depends upon approval of the Engineer's Report. Once the Engineer's Report is presented and approved by Council, anticipated on July 11, 2016, the budget amounts will be updated and placed in the Final Budget.

Areas of emphasis in the Fiscal Year 2016-2017 Preliminary Budget are the following:

1. Man-Lift Truck – City staff identified a need for a replacement man-lift truck. The current man-lift truck is 25 years old, is unreliable and has potential safety issues. During the budget process, City staff reviewed various options for the replacement of the man-lift truck including the rental of a man-lift truck on an as needed basis and the purchase of a used man-lift truck. Staff determined that due to the frequent use of the truck, renting is an impractical option. Used trucks were evaluated and

although there is cost savings, the vehicle would have at least 100,000 miles and it would come with potential issues due to its age and prior use. The price range of used man-lift trucks are between \$50,000-\$125,000 depending on mileage, condition and options. The man-lift truck is used on a weekly basis to repair street lights and is used on a less frequent basis to trim street trees, trim park trees and hang banners in the downtown. Since the truck is used primarily for street maintenance and/or street safety, the purchase of the man-lift truck is allocated 75% to Gas Tax funds and 25% to the General Fund. The total cost of the truck is anticipated to be \$105,000. If approved, the current man-lift truck will be retired and placed on the surplus inventory list to be sold at the next City auction.

2. Hughson Avenue Sidewalk – Based on prior Council direction, \$125,000 is allocated to improve the segment of sidewalk between the two improved intersections on Hughson Avenue. The improved sidewalk will match the sidewalk improvements on Hughson Avenue between Third Street and Charles Street. \$105,000 is allocated from the Community Enhancement fund and \$20,000 is allocated from the Local Transportation fund. It is anticipated that the total project, which includes both sides of Hughson Avenue, will exceed \$125,000 but at this time staff is requesting approval of \$125,000 to begin moving forward with the project.
3. Hughson Farmers' Market – Based on the current contract with Golden State Farmers' Market Association, \$22,000 is allocated from the General Fund to support the 2016 Farmers' Market. Over time, it is anticipated that the Farmers' Market would become self-sustaining and profitable but currently, the Market is seen as an investment in the downtown and an investment in the community.

During the Preliminary Budget process, City staff identified additional unmet needs of various departments. These items are not being recommended for funding at this time but are items that will continue to be monitored. Items identified include both equipment and staffing needs. A replacement vehicle for the Parks/Street Maintenance Department was identified as an unmet need. The current vehicle is a twelve years old CNG vehicle. Although this vehicle is operational, it requires two hours of staff time each week to drive to the City of Turlock to fuel the vehicle. Additionally, the City does not have staff with the expertise to maintain a CNG type vehicle making maintenance both costly and difficult. Another unmet need is a utility vehicle for the water and wastewater department. Currently, two staff members travel together in one vehicle. Adding an additional vehicle to the fleet would allow a more efficient flow of work and quicker shut-off process. Unmet staffing needs include a Park Maintenance Worker, Planning and Building Assistant and a Wastewater Treatment Plant Operator In Training.

The Fiscal Year 2016-2017 Preliminary Budget is work in progress and changes will be made prior to the adoption of Final Budget in September. The Preliminary Budget is intended to focus on planned expenditures for the upcoming fiscal year.

The Budget and Finance Subcommittee reviewed the Preliminary Budget on May 16, 2016. Items that will be addressed prior to the adoption of the Final Budget

include reviewing revenue projections and updating the LLD and BAD revenues and expenses based on the engineer's report.

As you work with the document, a Description of Funds is on the first page, which will help you navigate through the document. This is followed by the Budget Summary and the Revenue vs. Expense tables. The following charts show the expenditures by type—Salary, Capital, Transfer and Long Term Debt. The body of the document is the Line Item Detail.

Fiscal Impact:

Overall, the City is projected to spend \$9,555,476 in Fiscal Year 2016-2017 down from the mid-year budget amount of \$10,137,309 for Fiscal Year 2015-2016. Revenue is projected to be \$12,174,564 down from the mid-year revenue of \$12,392,043 for Fiscal Year 2015-2016. The projected ending cash balance for June 30, 2017 is \$15,107,756.

City of Hughson

Preliminary Budget

2016-2017

City Of Hughson

Fund Listing - with Sources and Expenditures

FUND #	FUND NAME	SOURCE OF FUNDS	USES OF FUNDS
GENERAL FUND TYPE			
40	General Fund	Property/Sales Tax, State Subventions, Permits/Licenses, User Fees, Fines	Discretion of Council: Administration, Public Safety, Parks and Recreation
401	General Fund Reserve	Transferred from General Fund	Discretion of Council
SPECIAL REVENUE FUND TYPE			
8	Vehicle Abatement	Assessment on Motor Vehicle Fees -County	Regulating Abandoned Vehicle
11	Traffic Congestion	State Funding	Expenditures for Streets
18	BSCC AB 109 - Realignment	State of California	Assist Cities with Prison Realignment Program
19	Asset Forfeiture	Property seized by Police	Law Enforcement Related Activity
25-35	Gas Tax	State/Federal Gas Tax (Sec 2105-2107.2)	Street/Road Maintenance
43	Trench Cut	Developers whose projects require trenching	Restore Streets
51	Self Insurance	Adjustments/Payments - Insurance Policies	Claims/Premiums on Insurance
53	SLESF (Supplemental Law Enforcement)	Funds from State	Additional Law Enforcement Service
90	Solid Waste (Garbage)	User Fees - Garbage Bills	Cost of Garbage Service
92/99	Grants (CDBG) - Housing	Funds State HCD/Feds; Distributed by County	Housing Rehab/Constr, P W Projects, Sen Housing
13	Redevelopment	Portion of Tax Increment	Payment of Bond
100/200	Landscape/Benefit Assessment District	Tax Assessment	Maintenance of Parks and Streetscape
SPECIAL REVENUE FUND TYPE Capital Projects			
Impact / Developer Fees			
10	Storm Drain Impact Fee	Fees collected from Development	Storm Drain Capital Projects
20	Community Enhancement	Fees collected from Development	Funding for Sports Complex, Community Ctr, Parks
41	General Government Impact Fee	Fees collected from Development	Funding for City Hall, Corporation Yard
42	Street Impact	Fees collected from Development	Street Projects
54	Parkland In-Lieu Fee	Fees collected from Development	Park Land Purchase
55	Parks Capital Improvements	Fees collected from Development	Park Land Purchase/Development
62	Sewer Improvement Impact Fee	Fees collected from Development	Sewer Capital Projects
81	Water Impact Fee	Fees collected from Development	Water Capital Projects
Other Capital			
69-70	LTF - Street Fund - Non Motorized	Transportation Development Act - LTF, other Money for Street Projects	Used for Street Projects, Sidewalk Repair, Signal Lights, Street Project local match
71	Transportation	Other funding sources, includes CMAQ, STIP	Street Projects - Construction
ENTERPRISE FUND TYPE			
48	Community Senior Center	Rental Income	Cost of Operations for Senior Center
50	USF Community Center	Rental Income	Cost of Operations for USF Center
60/61/66	Sewer/Sewer Capital	User Fees - Sewer Bills	Cost of Operations of Sewer/Storm Drain System Capital Portion for Capital Improvements
80/81/82	Water/Water Capital	User Fees - Water Bills	Cost of Operations of Water System Capital Portion for Capital Improvements

City of Hughson
Budget Summary - Projected Balance
2016-17

	Projected Beginning Bal 7/1/2016	Projected Revenue	Transfer In	Projected Expenditures	Transfer Out	Projected Ending Bal 6/30/17
40 General Fund	1,118,932	2,485,980	146,632	2,604,992	12,500	1,134,052
401 General Fund Reserve	675,200	1,000		0		676,200
General Fund	1,794,132	2,486,980	146,632	2,604,992	12,500	1,810,252
8 Vehicle Abatement	12,000	9,000		0	9,000	12,000
11 Traffic Congestion - Prop 42/Gas Tax 210	133,600	17,134		32,000	11,600	107,134
18 Realignment Funding	35,700	5,000		15,000		25,700
19 Asset Forfeiture	7,000	0		0		7,000
25 Gas Tax 2106	7,500	26,817		25,000		9,317
30 Gas Tax 2107	19,000	62,637		52,250	29,000	387
31 Gas Tax 2105	40,867	45,106		68,500	17,000	473
35 Gas Tax 2107.5	600	2,000		0	2,000	600
43 Trench Cut Fund	75,000	200		0		75,200
49 IT Reserve	90,000	0	30,000	25,000		95,000
51 Self Insurance	70,000	0		11,183		58,817
53 SLESF	10,400	100,000		100,000		10,400
90 Garbage/Refuse	20,000	480,000		480,000		20,000
92 Small Business Loan Grant	93,000	0		0		93,000
94 96-EDBG-738 Grant	400	0		0		400
95 1994 CDBG Housing Rehab STBG-7	161,900	1,200		0		163,100
96 Home Grant - FTHB	35,000	0		0		35,000
97 1996 CDBG Housing Rehab	197,600	2,150		0		199,750
98 Home Rehab - CalHome	40,000	0		0		40,000
100 LLD	81,769	104,814		86,159	8,520	91,904
200 BAD	125,710	56,538		24,427	2,137	155,684
Special Revenue	1,257,046	912,596	30,000	919,519	79,257	1,200,866
48 Community Senior Center	6,475	15,120	7,500	24,300		4,795
50 United Samaritans Community Center	6,000	14,500		8,300	7,375	4,825
60 Sewer O & M **	2,037,129	3,500,200		1,202,386	2,185,707	2,149,236
80 Water **	325,000	1,373,000		966,995	190,482	540,523
Enterprise Funds	2,374,604	4,902,820	7,500	2,201,981	2,383,564	2,699,379
10 Storm Drain	279,000	59,294		0		338,294
20 Community Enhancement	90,000	21,268		110,000		1,268
41 Public Facility Development	1,375,000	66,550		190,000		1,251,550
42 Public Facility - Streets	-203,000	86,121		0		-116,879
54 Park Project - In Lieu	570,000	42,861		0		612,861
55 Park Development Impact Fees	439,900	56,807		140,000		356,707
61 Sewer Fixed Asset Replacement	3,232,991	6,500	444,836	0		3,684,327
62 Sewer Developer Impact Fee	1,090,444	234,600		0		1,325,044
66 WWTP Expansion **	8,000	6,999	1,735,871	312,463		1,438,407
69 Local Transportation Fund - Non Mot	10,151	5,314		0		15,465
70 Local Transportation Fund	40,400	58,859		40,000		59,259
71 Transportation	-208,000	53,411		20,000		-174,589
81 Water Development Fee	-280,000	79,863		0		-200,137
82 Water Fixed Asst Replacement	535,000	2,200	185,482	0		722,682
88 Public Works Street Projects - CDBG	-53,000	300,000		300,000		-53,000
Capital Projects	6,926,886	1,080,647	2,366,189	1,112,463	0	9,261,259
13 RDA - Debt Service	151,000	241,200		181,200	60,000	151,000
RDA	151,000	241,200	0	181,200	60,000	151,000
GRAND TOTAL	12,503,668	9,624,243	2,550,321	7,020,155	2,535,321	15,107,756
	Rev 12,174,564		EXP 9,555,476			

** Water Bonds - Principal Payment \$200,878 (\$124,878 to water tank project, \$76,000 to interfund loan agreement)

** Sewer Bonds - Principal Payment \$1,423,408 Paid out of Fund 66, transfer cash from Fund 60.

City of Hughson
Revenue versus Expense
2016-17

	Projected Revenue	Projected Expenses	Revenue vs Expenses
40 General Fund	2,632,612	2,617,492	15,120
401 General Fund Reserve	1,000	0	1,000
General Fund	2,633,612	2,617,492	16,120
8 Vehicle Abatement	9,000	9,000	0
11 Traffic Congestion - Prop 42/Gas Tax 2103	17,134	43,600	-26,466
18 Realignment Funding	5,000	15,000	-10,000
19 Asset Forfeiture	0	0	0
25 Gas Tax 2106	26,817	25,000	1,817
30 Gas Tax 2107	62,637	81,250	-18,613
31 Gas Tax 2105	45,106	85,500	-40,394
35 Gas Tax 2107.5	2,000	2,000	0
43 Trench Cut Fund	200	0	200
49 IT Reserve	30,000	25,000	5,000
51 Self Insurance	0	11,183	-11,183
53 SLESF	100,000	100,000	0
90 Garbage/Refuse	480,000	480,000	0
92 Small Business Loan Grant	0	0	0
94 96-EDBG-738 Grant	0	0	0
95 1994 CDBG Housing Rehab STBG-799	1,200	0	1,200
96 Home Grant - FTHB	0	0	0
97 1996 CDBG Housing Rehab	2,150	0	2,150
100 LLD	104,814	94,679	10,135
200 BAD	56,538	26,564	29,974
Special Revenue	942,596	998,776	-56,180
48 Community Senior Center	22,620	24,300	-1,680
50 United Samaritans Community Center	14,500	15,675	-1,175
60 Sewer O & M **	3,500,200	3,388,093	112,107
80 Water **	1,373,000	1,157,477	215,523
Enterprise Funds	4,910,320	4,585,545	324,775
10 Storm Drain	59,294	0	59,294
20 Community Enhancement	21,268	110,000	-88,732
41 Public Facility Development	66,550	190,000	-123,450
42 Public Facility - Streets	86,121	0	86,121
54 Park Project - In Lieu	42,861	0	42,861
55 Park Development Impact Fees	56,807	140,000	-83,193
61 Sewer Fixed Asset Replacement	451,336	0	451,336
62 Sewer Developer Impact Fee	234,600	0	234,600
66 WWTP Expansion **	1,742,870	312,463	1,430,407
69 Local Transportation Fund - Non Mot	5,314	0	5,314
70 Local Transportation Fund	58,859	40,000	18,859
71 Transportation	53,411	20,000	33,411
81 Water Development Fee	79,863	0	79,863
82 Water Fixed Asst Replacement	187,682	0	187,682
88 Public Works Street Projects - CDBG	300,000	300,000	0
Capital Projects	3,446,836	1,112,463	2,334,373
13 RDA - Debt Service	241,200	241,200	0
RDA	241,200	241,200	0
GRAND TOTAL	12,174,564	9,555,476	2,619,088

**City of Hughson - Salary / Benefit Cost
2016-17**

	Annual Salary	PERS	Medicare	SUI	Health	Life	Dental	Vision	WC	Def Comp	Total Benefits	Total Costs
40-110 Legislative	15,600	-	1,195	-	-	-	-	-	-	-	1,195	16,795
40-120 City Manager	136,509	18,612	1,979	434	20,304	1,008	2,149	340	4,868	2,736	52,430	188,939
40-120 Auto	6,000	-	87	-	-	-	-	-	-	-	87	6,087
40-120 Tech	1,200	-	17	-	-	-	-	-	-	-	17	1,217
40-130 City Clerk	47,480	6,048	689	326	15,541	595	2,114	325	542	549	26,729	74,209
40-140 Finance	136,848	18,658	1,984	829	28,806	1,270	3,801	603	1,641	1,047	58,640	195,488
40-145 PERS - Liability	-	38,515	-	-	-	-	-	-	-	-	38,515	38,515
40-150 City Treasurer	1,200	-	92	-	-	-	-	-	-	-	92	1,292
40-170 Bldgs & Grounds	12,332	1,681	179	130	4,095	150	427	63	1,759	90	8,575	20,907
40-180 Parks & Rec	25,918	3,534	376	239	7,688	291	750	113	3,697	210	16,897	42,815
40-190 Planning/Bldg	72,934	7,685	1,244	391	14,675	552	1,558	230	1,312	360	28,006	100,939
40-210 Police	-	33,387	-	-	-	-	-	-	-	-	33,387	33,387
40-310 Public Wrks Adm	47,444	6,469	688	304	11,072	447	953	153	5,800	420	26,305	73,749
40-320 Street Maint	38,640	5,268	560	369	12,126	446	1,046	169	5,513	285	25,783	64,423
40-320 Overtime	4,800	-	70	-	-	-	-	-	-	-	70	4,870
Total General Fund	546,904	139,857	9,160	3,021	114,308	4,759	12,798	1,996	25,133	5,697	316,728	863,631
60-330 Sewer M & O	169,869	61,139	2,463	1,285	55,817	1,815	5,981	935	14,387	1,287	145,110	314,979
60-330 Overtime	5,100	-	74	-	-	-	-	-	-	-	74	5,174
60-350 WWTP	52,760	7,193	765	365	15,057	508	1,805	286	7,526	402	33,907	86,666
60-350 Overtime	15,000	-	218	-	-	-	-	-	-	-	218	15,218
80-340 Water M & O	196,395	65,924	2,847	1,558	68,284	2,118	7,283	1,141	18,146	1,425	168,726	365,121
80-340 Overtime	5,100	-	74	-	-	-	-	-	-	-	74	5,174
100 LLD District	20,669	2,818	300	195	6,476	230	670	95	2,949	150	13,883	34,552
200 BAD District	9,751	1,330	141	87	2,899	105	290	42	1,391	75	6,360	16,112
Total Other Funds	474,644	138,404	6,881	3,489	148,533	4,777	16,029	2,499	44,399	3,339	368,352	842,996
	1,021,547	278,261	16,041	6,510	262,841	9,536	28,827	4,495	69,532	9,036	685,079	1,706,627

PERS Unfunded Liability Costs - \$115,524 Distributed between Water, Sewer and General Funds
3% Salary Adjustment

2013-14 Totals - Budget	821,234	226,098	13,719	6,076	217,891	7,880	27,659	1,585	53,909	5,640	786,555	1,607,789
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

**CITY OF HUGHSON - CAPITAL PROJECTS
2016-17**

FUND	DEPT	Description	Expense Acct #	
Capital - Equipment/Buildings				
20	800	DOWNTOWN ENHANCEMENT	7018	5,000 Parklets
30	700	OTHER EQUIPMENT	7006	26,250 Man Lift Truck 25%
31	700	OTHER EQUIPMENT	7006	52,500 Man Lift Truck 50%
40	170	BUILDING IMPROVEMENT	7002	1,000 Restroom Repair
40	170	EQUIPMENT REPLACEMENT	7006	3,500 Small Equipment
40	180	EQUIPMENT REPLACEMENT	7006	3,500 Small Equipment
40	320	OTHER EQUIPMENT	7006	26,250 Man Lift Truck 25%
41	800	ACCOUNTING SOFTWARE UPGRAD	70XX	150,000 Accounting/Billing System/Server Upgrade
41	800	CITY HALL REMODEL/PHONE	70XX	40,000 Phone System Upgrade
49	147	HARDWARE - REPLACEMENT	7009	20,000 Hardware Repair/Repl
49	147	SOFTWARE - REPLACEMENT	7014	5,000 Computer Software Repl
60	330	EQUIPMENT REPLACEMENT	7006	2,000 Small Equipment
80	340	OTHER EQUIPMENT	7006	15,000 Water Meters
Total Equipment - Improvements				350,000
Capital - Projects				
20	800	HUGHSON AVE SIDEWALK	80XX	105,000
55	800	ROLLAND STARN	8002	140,000
70	700	HUGHSON AVE	80XX	20,000
71	800	WHITMORE AVE	80XX	20,000
88	800	2ND STREET SIDEWALK	80XX	150,000
88	800	COMMUNITY COMMERCIAL KITCHEN	80XX	150,000
Total Projects				585,000
GRAND TOTAL CAPITAL				935,000

**City of Hughson
Transfer Table 2016-2017**

Transfer In		Transfer Out	
4999		8505	
Fund		Fund	
40 General Fund	146,632	8 Vehicle Abatement	9,000
		11 Traffic Congestion	11,600
		13 RDA	60,000
		30 Gas Tax - 2107	29,000
		31 Gas Tax - 2105	17,000
		35 Gas Tax - 2107.5	2,000
		50 Samaritans Center	7,375
		100 LLD	8,520
		200 BAD	2,137
	146,632		146,632
48 Community Senior Center	7,500	40 General Fund	7,500
49 IT Replacement	15,000	40 General Fund	5,000
		60 Sewer M & 0	5,000
		80 Water	5,000
66 WWTP Expansion	1,423,408	60 Sewer M & 0	1,423,408
66 WWTP Expansion	312,463	60 Sewer M & 0	312,463
61 Sewer Fixed Asset Replacement	444,836	60 Sewer M & 0	444,836
82 Water Fixed Asset Replacement	185,482	80 Water	185,482
	2,388,689		2,388,689
Total Transfers	2,535,321		2,535,321
40 General Fund	402,000	60-6203-330 Administrative Ser	238,000
		80-6203-340	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 (49) 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
OUTSTANDING DEBT SERVICE FY 16-17

Debt Issuance		Interest Rate	Original Prinicipal	Year Issued	Outstanding Principal	Outstanding Interest	Annual Payment Amount	Due Thru
RDA Refunding & Capital projects (Bond payable from Tax increment)	RDA	2.00%	\$ 3,220,000	2006	\$ 2,660,000	\$ 1,169,550	Principal \$ 80,000 Interest \$ 89,200	2036
							Total: \$169,200	
Water Tank Project Loan (Loan payable from revenues of the water system)	80	3.40%	\$ 2,400,000	2006	\$ 1,460,194	\$ 274,532	Principal \$124,878 Interest \$ 48,594	2026
							Total: \$ 173,472	
WWTP Expansion Project Preliminary Planning, design and captial exp (Loan payable from revenues of the WWTP and Sewer Revenues)	60	3.40%	\$ 6,780,000	2008	\$ 4,675,266	\$ 1,057,518	Principal \$321,483 Interest \$156,249	2028
							Total: \$ 477,732	
STATE WATER RESOURCE BOARD SRF LOAN WWTP Expanion Project (Loan payable from revenues of the WWTP and Sewer Revenues)	66	1%	\$ 21,489,680	2010	\$ 16,239,193	\$ 1,562,096	Principal \$1,101,925 Interest \$ 156,213	2031
							Total \$ 1,258,138	
Total Principal					\$ 25,034,653			
Total Interest						\$ 4,063,696		
FY 15-16 Debt Payments							\$ 2,078,542.00	

City of Hughson

Preliminary Budget

2016-2017

Detail – Line Items

CITY OF HUGHSON 2016-17

Revenue - General Fund 40 Preliminary

Fund	Description Revenue	Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/2016 Actual 2015-16	Prelim Budget 2016-17	Notes 2016-17
40	CURRENT PROPERTY	4001	251,613	278,845	296,000	146,975	265,000	(\$ info not available until Oct)
40	PRIOR YEAR	4003	16	443	1,000	1,023	500	
40	PROPERTY TAX - UNSEC OTHER	4004	4,155	408	10,000	201	500	
40	PROP TAX - RDA CONTR	4006	5,147	5,195	5,000	0	5,000	Pass-Thru Back 11.6%
40	SALES TAX	4101	613,347	632,696	652,000	506,761	887,000	.01 of Sales Tax paid
40	IN LIEU SALES TAX	4102	161,740	229,285	215,000	106,032	0	Triple Flip - State
40	PROPERTY TRANSFER TAX	4103	8,438	17,636	9,000	24,628	15,000	
40	GAS UTILITY	4201	3,553	17,276	15,000	17,205	15,000	
40	GARBAGE FRANCHISE	4202	13,514	29,741	40,000	5,030	38,400	8% of Billing Res/Comm.
40	CABLE/PHONE T.V.	4203	40,587	48,304	31,000	31,193	31,000	
40	BUSINESS LICENSES	4301	21,609	22,842	22,000	20,673	20,000	530 Business Licenses
40	BUILDING PERMITS	4401	93,573	154,559	60,000	60,697	66,000	21 Home X \$1,756
40	YARD SALE PERMITS	4405	605	535	740	415	450	
40	ENCROACHMENT PERMITS	4407	6,897	3,615	7,000	8,484	7,110	\$790 per Permit
40	ORDINANCE UPDATE	4408	228	469	400	0	0	
40	OTHER PERMITS	4409	810	3,361	1,000	2,381	2,000	
40	TRAFFIC FINES	4501	38,264	36,353	35,000	30,497	35,000	Traffic Fines
40	PARKING FINES	4504	7,837	7,732	7,000	3,200	3,500	Parking Fines - City of Inglewood
40	INTEREST EARNED	4601	1,295	2,458	1,000	2,253	2,000	Drop in Interest Rates
40	RENTS, LEASE RIGHTS, & ROYALTIES	4602	200	0	0	0	0	
40	GRANTS - BEV/OTHER	4706	0	5,000	5,000	5,000	5,000	
40	GRANT - PLANNING Prop 84	4706	72,699	0	0	0	0	Completed
40	MOTOR VEHICLE IN LIEU TAX	4710	431,780	584,007	456,750	278,754	475,020	Based on Assessed Value
40	HOMEOWNER'S PROP. TAX RELIEF	4720	3,004	3,223	4,000	1,574	2,000	
40	SB813 SUPPLEMENTAL TAXES	4725	5,857	2,191	1,000	1,605	1,500	
40	STANISLAUS COUNTY FEES	4728	0	8,057	2,000	305	1,000	1% - County Impact Fees
40	PLANNING APPLICATION	4735	0	2,244	3,000	155	1,000	
40	PROP 172-PUBLIC SAFETY AUG	4737	6,889	8,776	6,000	6,196	7,000	Moved From Fund 7
40	UTILITY PENALTIES	4803	72,112	75,636	67,000	65,714	70,000	Fees for Delinquent Payments
40	PLAN CHECK FEES	4813	30,012	47,436	35,000	34,571	42,000	
40	BLDG CODE VIOLATIONS	4821	252	3,500	5,000	250	1,000	
40	VEHICLE RELEASE FEES	4827	15,767	13,540	15,500	14,040	15,500	
40	MISC. FEES & CHARGES	4829	20,149	30,018	14,000	31,343	20,000	
40	RETURNED CHECK CHARGES	4830	2,295	1,540	2,000	1,510	1,500	
40	BOOKING FEES	4833	86	159	475	454	400	
40	SALE OF DOCUMENTS	4902	431	988	200	111	100	Police Reports
40	SALE OF SURPLUS PROPERTY	4909	0	0	0	29,849	0	
40	REFUND	4915	23,240	14,700	19,500	25,667	20,000	Refunds/Reimb-TASK-CDBG
40	SUNDRY REVENUES	4919	1,039	2,135	2,000	462	500	General Plan Fee
40	QUASI-EXTERNAL TRANSACTION	4920	360,000	360,000	402,000	301,500	402,000	Costs Reim by Enter Funds
40	RENTAL FEE	4931	12,126	14,848	15,000	21,964	22,000	Parks/Annex
40	AB 939 / TIRE AMNESTY	4935	2,595	6,006	5,000	2,345	5,000	Moved from Fund 5
	TOTAL REVENUE		2,333,761	2,675,757	2,468,565	1,791,015	2,485,980	
40	TRANSFERS-IN	4999	166,915	113,936	170,307	127,728	146,632	
	GRAND TOTAL REVENUE		2,500,676	2,789,693	2,638,872	1,918,743	2,632,612	
	TOTAL General Fund Exp		2,029,693	2,157,167	2,619,940	1,848,967	2,617,492	
	DIFFERENCE Rev-Exp		470,983	632,526	18,932	69,776	15,120	

FUND 40 - GENERAL FUND 2016-17

FUND	DEPT	Description	40 Expense Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/2016 Actual 2015-16	Prelim Budget 2016-17	Notes 2016-17
40	110	REG. SALARIES	5001	15,600	14,559	15,600	13,000	15,600	Salary - 5 Council Seats PT
40	110	MEDICARE TAX	5170	1,194	1,279	1,195	995	1,195	
40	110	OFFICE SUPPLIES	6001	437	592	500	461	500	
40	110	DUES/PUBLICATNS	6004	7,046	9,664	9,700	9,193	4,795	League Membership, StanCOG, Retail Tra
40	110	TRAVEL/MEETINGS	6005	2,395	1,296	2,000	2,848	3,000	League of CA Cities, State of the City, CC/
40	110	DEPT SUPPLIES	6101	820	118	600	0	500	
40	110	PHONE/RADIO	6105	640	765	550	962	740	
40	110	CONTRACT SERVICES	6202	0	0	0	0	7,300	Alliance, Hughson SBDC
40	110	LEGISLATIVE		28,132	28,273	30,145	27,459	33,630	
40	120	REG. SALARIES	5001	114,873	108,791	120,177	100,147	136,509	Salary - City Manager
40	120	TECH ALLOWANCE	5008	1,020	1,020	1,020	850	1,200	
40	120	VEHICLE ALLOWANCE	5009	3,600	3,600	3,600	3,000	6,000	
40	120	P.E.R.S.	5110	30,312	24,351	17,976	14,980	18,612	
40	120	MEDICAL INS.	5120	20,742	21,553	18,705	12,262	20,644	
40	120	UNEMPLOYMNT INS	5130	573	434	434	434	434	
40	120	WORKER'S COMP	5140	5,039	3,912	3,924	0	4,868	
40	120	LIFE INS	5150	114	918	964	765	1,008	
40	120	DENTAL INS	5160	2,203	2,085	2,037	1,346	2,149	
40	120	MEDICARE TAX	5170	1,745	1,880	1,810	1,522	2,083	
40	120	DEF COMP	5175	0	802	1,200	943	2,736	
40	120	OFFICE SUPPLIES *	6001	437	495	400	471	500	
40	120	POSTAGE	6003	63	56	100	55	100	
40	120	DUES/PUBLICATNS	6004	973	379	300	169	1,400	ICMA, Mod Bee, Turlock Journal, Hughson
40	120	TRAVEL/MEETINGS	6005	1,914	3,052	3,000	1,876	3,000	Professional Development, Business Meetir
40	120	DEPT SUPPLIES	6101	701	1,029	1,600	243	1,600	
40	120	PHONE/RADIO	6105	2,232	2,679	3,800	3,365	2,600	
40	120	RENTS/LEASES	6107	1,047	1,013	1,055	841	800	
40	120	PETROLEUM PROD *	6110	998	880	1,245	581	900	
40	120	CONTRACT SRVCS-Incentive Prog	6121	12,000	22,892	37,100	10,418	30,000	City Business Assistance Program
40	120	EVENT SPONSORING	6130	0	11,961	7,500	7,074	7,500	Love Hughson, National Night Out, Concer
40	120	EMPLOYEE APPRECIATION	61xx	0	0	500	0	1,500	Employee Appreciation Program
40	120	CONTRACT SRVCS	6202	1,578	1,366	6,500	1,475	33,500	Voting Rights Study/Updates/Shredding/Fz
40	120	CITY MANAGER		202,164	215,148	234,947	162,816	279,643	
40	130	REG. SALARIES	5001	16,842	32,835	41,853	43,057	47,480	Mgmt Analyst 75%/Office Asst 33%
40	130	P.E.R.S.	5110	868	7,273	7,126	3,247	6,048	
40	130	MEDICAL INS.	5120	1,768	4,021	15,940	1,107	15,866	
40	130	UNEMPLOYMNT INS	5130	0	107	217	544	326	
40	130	WORKER'S COMP	5140	369	558	375	0	542	
40	130	LIFE INS	5150	17	225	468	136	595	
40	130	DENTAL INS	5160	77	311	1,034	176	2,114	
40	130	MEDICARE TAX	5170	1,285	547	607	1,732	689	
40	130	DEF COMP	5175	0	0	450	138	549	
40	130	EMPL ASSIST PRG	5180	0	0	0	0	0	
40	130	OFFICE SUPPLIES *	6001	1,574	1,782	1,200	1,660	2,000	
40	130	POSTAGE	6003	169	150	200	148	200	
40	130	DUES/PUBLICATNS	6004	433	1,101	700	1,126	200	Memberships
40	130	TRAVEL/MEETINGS	6005	1,004	49	600	205	1,000	
40	130	DEPT SUPPLIES	6101	663	73	300	1,037	900	Compliance posters
40	130	ADVERTISING	6104	6,426	4,075	3,000	2,754	4,000	Public Notices
40	130	PHONE/RADIO	6105	1,655	1,913	2,900	2,404	2,000	
40	130	RENTS/LEASES	6107	882	918	888	708	700	Copier/Fax/Mail Machine
40	130	INS/SURETIES	6113	183	122	350	186	200	Employee Bond
40	130	ELECTIONS	6114	0	3,603	0	0	7,000	Election

FUND	DEPT	Description	40 Expense Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/2016 Actual 2015-16	Prelim Budget 2016-17	Notes 2016-17
40	130	CONTRACT SRVCS	6202	20,085	13,246	20,000	16,892	20,000	Code/ IT/ Web/Firewall
40	130	ADMIN SER/CITY CLERK		54,300	72,909	98,208	77,256	112,409	
40	140	REG. SALARIES *	5001	30,015	71,974	114,177	94,714	136,848	Fin Dir/Fin Mng 33%/Acct Tech 33% /Mgm
40	140	P.E.R.S.	5110	8,001	15,943	17,079	13,347	18,658	
40	140	MEDICAL INS.	5120	10,965	19,692	26,199	14,967	29,409	
40	140	UNEMPLOYMNT INS	5130	286	701	720	864	829	
40	140	WORKER'S COMP	5140	848	1,118	1,245	0	1,641	
40	140	LIFE INS	5150	347	531	936	634	1,270	
40	140	DENTAL INS	5160	1,068	2,418	3,381	1,790	3,801	
40	140	MEDICARE TAX	5170	411	1,197	1,656	1,310	1,984	
40	140	DEF COMP	5175	272	260	597	165	1,047	
40	140	EMPL ASSIST PRG	5180	0	0	0	0	0	
40	140	OFFICE SUPPLIES	6001	874	1,523	1,300	922	1,200	
40	140	POSTAGE	6003	149	131	300	129	175	
40	140	DUES/PUBLICATNS	6004	110	110	220	200	220	Dues CSMFO
40	140	TRAVEL/MEETINGS	6005	38	0	1,500	2,062	2,500	
40	140	DEPT SUPPLIES	6101	48	317	200	46	100	
40	140	ADVERTISING	6104	0	1,562	1,500	0	500	
40	140	PHONE/RADIO	6105	958	1,148	800	1,442	1,200	
40	140	RENTS/LEASES	6107	1,378	1,333	1,400	1,106	1,100	Copier/Fax/Mail Machine
40	140	PETROLEUM PROD	6110	998	880	1,045	563	900	
40	140	CONTRACT SRVCS	6202	59,959	44,725	25,000	20,060	25,000	Audit / MOM / St Contr Rep / HDL
40	140	MISC BANK CHARGES	6351	12,606	2,585	2,000	2,025	2,100	Bank Fees
40	140	FINANCE		129,331	168,148	201,255	156,345	230,482	
40	145	P.E.R.S.	5110	0	0	33,352	33,352	38,515	Unfunded Liability 33%
40	145	INS/SURETIES	6113	13,517	14,140	15,305	17,067	19,600	Liability/Emp Assist/Prop
40	145	TAX ADMINISTRATION	6119	3,365	3,511	4,500	0	4,000	County Costs for Collection
40	145	TRANSFERS	8505	7,500	7,500	7,500	5,625	7,500	\$7,500 to Senior Cntr
40	145	COMPUTER SOFTWARE RES	8506	3,000	3,000	0	0	2,250	Shared w/Water/Sewer Reserve - 45%
40	145	IT CAPITAL RESERVE	8506	5,000	5,000	0	0	2,750	Shared w/Water/Sewer Reserve - 55%
40	145	NONDEPARTMENTAL		32,382	33,151	60,657	56,044	74,615	
40	150	REG. SALARIES	5001	1,200	1,120	1,200	1,000	1,200	Treasurer - PT
40	150	MEDICARE TAX *	5170	69	98	92	15	92	
40	150	CITY TREASURER		1,269	1,218	1,292	1,015	1,292	
40	160	CONTRACT SRVCS	6202	86,290	108,603	105,000	91,519	105,000	Legal Services
40	160	LEGAL SERVICES		86,290	108,603	105,000	91,519	105,000	
40	170	REG. SALARIES	5001	0	8,985	12,144	10,952	12,332	Maint Wkr - 30%
40	170	OVERTIME	5003	0	0	0	148	0	
40	170	P.E.R.S.	5110	0	1,991	1,817	1,201	1,681	
40	170	MEDICAL INS.	5120	0	3,632	4,550	1,333	4,158	
40	170	UNEMPLOYMNT INS	5130	0	0	130	174	130	
40	170	WORKER'S COMP	5140	0	1,118	1,586	0	1,759	
40	170	LIFE INS	5150	0	0	145	77	150	
40	170	DENTAL INS	5160	0	351	493	217	427	
40	170	MEDICARE TAX	5170	0	149	176	149	179	
40	170	DEF COMP	5175	0	0	90	254	90	
40	170	OFFICE SUPPLIES	6001	142	99	100	192	120	
40	170	DUES/PUBLICATNS	6004	377	181	800	0	200	Permit-Haz Mat Storage/Pesticide Lic

FUND	DEPT	Description	40 Expense Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/2016 Actual 2015-16	Prelim Budget 2016-17	Notes 2016-17
40	170	DEPT SUPPLIES *	6101	4,938	5,577	6,000	5,151	7,000	Sanitary Supplies/Fertilizer/Sprinklers
40	170	UNIFRM/CLTH EXP	6103	522	458	800	612	800	Misson Linen
40	170	PHONE/RADIO	6105	2,388	2,870	4,000	3,606	2,800	
40	170	UTILITIES	6106	12,662	12,983	11,000	11,755	14,000	
40	170	MAINT BLDGS/GRD *	6108	3,480	1,036	3,500	1,331	3,500	
40	170	PETROLEUM PROD	6110	840	741	1,200	474	750	
40	170	MAINT OF EQUIP *	6111	301	440	500	229	1,000	Equip in Bldgs
40	170	CONTRACT SRVCS	6202	6,438	7,366	7,500	8,113	7,500	Contract Wkr,AC/Pest Con/City Hall/Com C
40	170	BLDGS IMPROV	7002	0	950	500	0	1,000	Misc Improve - Restroom Repair
40	170	EQUIPMENT REPLACEMENT	7006	1,000	3,000	1,000	1,000	3,500	Sm Equip, mower
40	170	BLDGS & GRNDS		33,088	51,927	58,031	46,966	63,076	
40	180	REG. SALARIES *	5001	17,085	8,985	25,449	22,104	25,918	Supt 15%- Maint Wkr 40%
40	180	OVERTIME	5003	0	0	0	223	0	
40	180	P.E.R.S.	5110	4,077	1,990	3,806	2,676	3,534	
40	180	MEDICAL INS.	5120	5,508	3,632	8,260	2,747	7,801	
40	180	UNEMPLOYMNT INS	5130	166	193	239	304	239	
40	180	WORKER'S COMP	5140	1,423	1,118	3,322	0	3,697	
40	180	LIFE INS	5150	188	184	276	162	291	
40	180	DENTAL INS	5160	572	351	842	433	750	
40	180	MEDICARE TAX	5170	245	150	369	310	376	
40	180	DEF COMP	5175	75	36	210	131	210	
40	180	EMPL ASSIST PRG	5180	0	0	0	0	0	
40	180	OFFICE SUPPLIES	6001	131	148	150	138	175	
40	180	POSTAGE	6003	42	37	50	37	50	
40	180	DUES/PUBLICATNS	6004	34	251	350	0	0	
40	180	TRAVEL/MEETINGS	6005	340	0	300	0	100	
40	180	DEPT SUPPLIES *	6101	4,256	3,501	6,000	4,765	6,000	Sanitation Supplies/Sprinkler-Fertilizer
40	180	SMALL TOOLS	6102	0	0	100	0	100	
40	180	ADVERTISING	6104			0	0	300	
40	180	PHONE/RADIO	6105	2,388	2,870	4,000	3,606	2,800	
40	180	UTILITIES	6106	16,868	13,623	20,000	9,641	15,000	Costs: Water/Park Lights
40	180	RENTS/LEASES	6107	3,196	2,940	2,800	3,526	2,300	Copier/Fax/Mail Machine
40	180	MAINT BLDGS/GRD	6108	255	74	500	0	1,000	Sidewalk repair
40	180	MAINT OF EQUIP	6111	2,138	739	2,500	429	2,500	Lawn Mower/Blades/Edger
40	180	PROF SERVICES	6201	0	0	0	93	0	
40	180	CONTRACT SRVCS	6202	14,354	5,803	27,800	17,440	15,000	Contract Wkr / Shred It/Facilities/Light Rep
40	180	IMPROVEMENT	7003	0	4,000	5,500	5,363	0	
40	180	EQUIPMENT	7006	1,000	4,000	2,000	2,000	3,500	Sm Equip, mower
40	180	PARKS & RECREATION		74,341	54,625	114,823	76,127	91,641	
40	190	REG. SALARIES	5001	39,117	33,149	63,679	44,938	72,934	Com Dev Dir 30% / Acct Tech 60%- 6 PT
40	190	P.E.R.S.	5110	7,521	6,723	6,684	6,103	7,685	
40	190	MEDICAL INS.	5120	6,265	10,777	10,970	6,179	14,905	
40	190	UNEMPLOYMNT INS	5130	409	260	304	530	391	
40	190	WORKER'S COMP	5140	1,386	1,118	1,044	0	1,312	
40	190	LIFE INS	5150	298	354	411	353	552	
40	190	DENTAL INS	5160	545	1,042	1,188	967	1,558	
40	190	MEDICARE TAX	5170	1,082	750	1,110	994	1,244	
40	190	DEF COMP	5175	236	293	300	211	360	
40	190	EMPL ASSIST PRG	5180	0	0	0	0	0	
40	190	OFFICE SUPPLIES *	6001	1,408	1,485	1,800	1,383	1,600	
40	190	POSTAGE	6003	234	233	400	247	300	
40	190	DUES/PUBLICATNS	6004	12,967	5,066	5,000	5,187	4,200	LAFCO Dues 4,016
40	190	TRAVEL/MEETINGS	6005	194	11	500	165	700	
40	190	DEPT SUPPLIES *	6101	747	379	1,800	641	100	

FUND	DEPT	Description	40 Expense Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/2016 Actual 2015-16	Prelim Budget 2016-17	Notes 2016-17
40	190	ADVERTISING	6104			0	0	2,000	
40	190	PHONE/RADIO	6105	955	1,148	850	1,442	1,200	
40	190	RENTS/LEASES	6107	441	427	444	354	350	Copier/Fax/Mail Machine
40	190	MAINT OF EQUIP	6111	0	0	100	0	0	
40	190	CONTRACT SRVCS	6202	73,818	80,734	85,000	64,031	85,000	Blg Inspection/Plan Ck/Eng/Shred It
40	190	CONTRACT SRVCS	6202	32,375	0	0	0	0	
40	190	CONTRACT SRVCS	6202	0	23,270	9,000	8,994	0	Housing Element
40	190	PLANNING/BLDG		179,998	167,219	190,584	142,721	196,391	
40	210	P.E.R.S.	5110	22,606	29,542	27,702	26,718	33,387	PERS Cost-Sheriff Dept
40	210	DEPT SUPPLIES	6101	399	115	500	0	0	
40	210	MAINT BLDG/GRNDS	6108	0	0	7,000	7,467	0	Clean Carpet/Stain Shelves
40	210	VEHICLE COSTS	6125	34,137	11,502	41,700	23,863	75,000	Vehicle/Mileage for Police
40	210	CONTRACT SRVCS	6202	883,444	976,439	1,131,361	724,584	1,042,563	Contract w/Stanislaus Co
40	210	POLICE DEPT		940,586	1,017,598	1,208,263	782,631	1,150,950	(33% Chief-5.5 Dep- 1 Clerk)
40	211	CONTRACT SRVCS	6202	24,839	17,045	24,696	19,351	31,360	Animal Service Contract
40	211	CONSTR ANIMAL SHELTER	6205	4,761	4,761	4,761	2,380	4,761	Payment Joint Animal Shelter
40	211	ANIMAL CONTROL		29,600	21,806	29,457	21,731	36,121	
40	310	REG. SALARIES *	5001	35,998	24,256	75,641	64,184	47,444	Com Ser Dir 10%/Supt 60%
40	310	P.E.R.S.	5110	7,521	5,374	11,315	9,347	6,469	
40	310	MEDICAL INS.	5120	6,682	6,976	18,480	10,110	11,225	
40	310	UNEMPLOYMNT INS	5130	409	174	499	499	304	
40	310	WORKER'S COMP	5140	1,522	2,794	9,036	0	5,800	
40	310	LIFE INS	5150	290	280	648	515	447	
40	310	DENTAL INS	5160	727	561	1,777	1,377	953	
40	310	MEDICARE TAX	5170	888	403	1,097	939	688	
40	310	DEF COMP	5175	236	293	690	500	420	
40	310	OFFICE SUPPLIES *	6001	612	1,226	750	672	750	
40	310	POSTAGE	6003	127	112	250	111	150	
40	310	DUES/PUBLICATNS	6004	84	36	100	57	0	
40	310	TRAVEL/MEETINGS	6005	145	44	400	0	200	
40	310	DEPT SUPPLIES	6101	14	42	100	55	200	
40	310	PHONE/RADIO	6105	3,343	4,018	6,000	5,048	4,000	
40	310	PETROLEUM PROD	6110	840	741	1,500	474	750	
40	310	CONTRACT SRVCS	6202	859	150	19,200	7,768	500	Shred It
40	310	AB 939 GRANT WORK	6210	4,851	4,991	5,000	0	5,000	Recycle Project-Plastic Furniture
40	310	ENCROACHMENT	6407	1,365	432	1,500	932	0	Reimburse of Right way Work
40	310	PUBLIC WORKS ADMIN		66,513	52,903	153,983	102,588	85,300	
40	320	REG. SALARIES	5001	51,292	51,010	47,437	32,525	38,640	PW Supt 10% Maint Wkr 75%
40	320	OVERTIME	5003	5,160	6,998	7,500	2,704	4,800	
40	320	P.E.R.S.	5110	13,498	11,298	7,097	4,262	5,268	
40	320	MEDICAL INS.	5120	20,011	21,735	16,842	6,492	12,295	
40	320	UNEMPLOYMNT INS	5130	506	533	456	600	369	
40	320	WORKER'S COMP	5140	4,734	6,706	6,190	0	5,513	
40	320	LIFE INS	5150	600	583	525	320	446	
40	320	DENTAL INS	5160	2,058	1,736	1,616	1,051	1,046	
40	320	MEDICARE TAX	5170	804	923	796	502	630	
40	320	DEF COMP	5175	375	297	345	281	285	
40	320	OFFICE SUPPLIES	6001	437	495	600	461	550	
40	320	POSTAGE	6003	85	75	175	74	100	
40	320	DUES/PUBLICATNS	6004	280	287	400	0	0	Notices/Mem

FUND	DEPT	Description	40 Expense Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/2016 Actual 2015-16	Prelim Budget 2016-17	Notes 2016-17
40	320	TRAVEL/MEETINGS	6005	170	0	150	0	0	
40	320	DEPT SUPPLIES	6101	5,469	9,392	10,000	11,715	10,000	Streets older-Street Rep/Asphalt/Cut back
40	320	SMALL TOOLS	6102	0	72	200	0	200	
40	320	UNIFRM/CLTH EXP	6103	1,640	1,762	1,800	1,341	1,800	
40	320	PHONE/RADIO	6105	3,392	4,053	6,000	5,057	4,000	
40	320	RENTS/LEASES	6107	5,071	4,906	4,900	4,070	4,000	Copier/Fax/Mail Machine
40	320	MAINT BLDGS/GRD	6108	338	288	300	290	300	
40	320	MAINT VEHICLES	6109	1,492	1,064	1,500	713	1,500	
40	320	PETROLEUM PROD	6110	5,251	4,631	4,000	3,289	4,500	
40	320	MAINT OF EQUIP	6111	2,495	3,706	1,000	1,545	6,000	Storm SCADA
40	320	CONTRACT SRVCS	6202	9,036	6,133	12,810	14,225	12,000	Debris Removal/Sidewalk Grinding/Shred I
40	320	CLEAN UP DAY	6211	1,565	1,889	1,250	0	1,200	Supplies/Ser Plus salary/Tire Grant
40	320	IMPROVEMENT	7003	0	0	500	0	0	Hughson Ave parking area
40	320	OTHER EQUIPMENT	7006	0	10,000	0	0	26,250	25% Man-Lift Truck
40	320	STREET MAINTENANCE		135,759	150,572	134,389	91,517	141,692	
40	325	REG. SALARIES	5001	13,361	0	0	0	0	
40	325	OVERTIME	5003	3,266	0	0	0	0	
40	325	P.E.R.S.	5110	3,482	0	0	0	0	
40	325	MEDICAL INS.	5120	3,107	0	0	0	0	
40	325	UNEMPLOYMNT INS	5130	117	0	0	0	0	
40	325	WORKER'S COMP	5140	1,199	0	0	0	0	
40	325	LIFE INS	5150	139	0	0	0	0	
40	325	DENTAL INS	5160	414	0	0	0	0	
40	325	MEDICARE TAX	5170	237	0	0	0	0	
40	325	DEF COMP	5175	150	0	0	0	0	
40	325	OFFICE SUPPLIES	6001	437	495	200	461	550	
40	325	DEPT SUPPLIES	6101	377	232	1,000	0	1,000	
40	325	SMALL TOOLS	6102	34	0	250	0	250	
40	325	UNIFRM/CLTH EXP	6103	1,410	1,446	1,800	1,162	1,800	
40	325	PHONE/RADIO	6105	3,344	4,018	4,620	5,048	4,000	
40	325	MAINT VEHICLES	6109	2,316	5,348	5,000	4,804	5,000	
40	325	PETROLEUM PROD	6110	945	834	1,000	588	850	
40	325	MAINT OF EQUIP	6111	105	134	300	0	300	
40	325	CONTRACT SRVCS	6202	1,500	560	1,500	170	1,500	Annual Smog Ck
40	325	FLEET MAINTENANCE		35,940	13,067	15,670	12,233	15,250	
GRAND TOTAL-GENERAL FUND				2,029,693	2,157,167	2,636,704	1,848,967	2,617,492	

FUNDS 01-39 BUDGET 2016-17

Fund	Dept	Description	Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/16 Actual 2015-16	Prelim Budget 2016-17	Notes 2016-17
FUND 8 - VEHICLE ABATEMENT									
8		ABAND VEHICLE ABATEMENT	4831	12,488	9,068	10,000	5,721	9,000	Funds distributed by State
8 TOTAL REVENUE				12,488	9,068	10,000	5,721	9,000	
8	212	TRANSFER	8505	10,000	10,000	10,000	7,500	9,000	To GF - Offset Police Contr
8 TOTAL EXPENSES				10,000	10,000	10,000	7,500	9,000	
NET (REVENUE vs EXPENSES)				2,488	-932	0	-1,779	0	
FUND 10 - STORM DRAIN									
10		INTEREST EARNED	4601	445	541	100	363	200	
10		STORM DRAIN FEE	4603	58,025	151,597	67,568	42,372	59,094	21 x 2,814
10		MISC FEE	4829	12,000	0	0	0	0	
10 TOTAL REVENUE				70,470	152,138	67,668	42,735	59,294	
10	800	MAINT OF EQUIP	6111	1,351	0	0	0	0	Repairs to SCADA Radios
10	800	CONTRACT SERVICES	6202	4,864	24,486	0	0	0	
10	800	TULLY ROAD PROJECT	8047	0	17,617	114,514	114,514	0	pipeline under railroad
10 TOTAL EXPENSES				6,215	42,103	114,514	114,514	0	
10 NET (REVENUE vs EXPENSES)				64,255	110,035	-46,846	-71,779	59,294	
FUND 11 - TRAFFIC - Prop 172 Gas Tax 2103									
11		INTEREST EARNED	4601	26	220	50	187	100	
11		TRAFFIC CONGESTION RELIEF	4746	96,535	65,893	32,242	29,275	17,034	Funds from State
11 TOTAL REVENUE				96,561	66,113	32,292	29,462	17,134	
11	105	DEPT SUPPLIES	6101	1,883	1,523	1,500	1,553	2,000	Street Trees
11	105	STREET STRIP PAINTING	6206	29,955	29,995	30,000	29,995	30,000	On Going
11	105	HATCH ROAD	8010	9,145	0	0	0	0	Completed
11	105	FOX - OVERLAY	8018	40,000	0	0	0	0	Completed
11	105	S. FIFTH OVERLAY	8045	39,000	0	0	0	0	Completed
11	105	TRANSFERS-OUT	8505	11,600	11,600	11,600	8,700	11,600	To GF
11 TOTAL EXPENSES				131,583	43,118	43,100	40,248	43,600	
11 NET (REVENUE vs EXPENSES)				-35,022	22,995	-10,808	-10,786	-26,466	
FUND 13 - RDA DEBT SERVICE									
13		TAX INCREMENT	4002	317,945	430,883	301,613	265,921	241,200	Bond + Admin
13		INTEREST EARNED	4601	18	169	0	98	0	
13		REFUND	4915	0	0	0	1,908	0	
13 TOTAL REVENUE				317,963	431,052	301,613	267,927	241,200	
13	610	CONTRACT SERVICES	6202	17,374	12,060	19,000	10,315	12,000	Audit/Bank Fee/Disclosure
13	610	INTEREST EXPENSE	6350	135,821	134,739	131,613	124,833	89,200	
13	610	RETIRE PRINCIPL	6801	0	70,000	70,000	276,387	80,000	
13	610	TRANSFER OUT	8505	62,899	31,680	81,000	60,750	60,000	Admin Fee - To GF
13 TOTAL EXPENSES				216,094	248,479	301,613	472,285	241,200	

Fund	Dept	Description	Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/16 Actual 2015-16	Prelim Budget 2016-17	Notes 2016-17
NET (REVENUE vs EXPENSES)				101,869	182,573	0	-204,358	0	
FUND 18 - REALIGNMENT FUNDING									
18		AB 109 FUNDING	4756	9,543	14,480	5,000	7,245	5,000	
TOTAL REVENUE				9,543	14,480	5,000	7,245	5,000	
18	210	CONTRACT SERVICES	6202	0	3,875	17,000	0	15,000	
18 TOTAL EXPENSES				0	3,875	17,000	0	15,000	
NET (REVENUE vs EXPENSES)				9,543	10,605	-12,000	7,245	-10,000	
FUND 19 - ASSET FORFEITURE									
19		ASSET FOREITURE	4503	0	0	500	0	0	
TOTAL REVENUE				0	0	500	0	0	
NET (REVENUE vs EXPENSES)				0	0	500	0	0	
FUND 20 - COMMUNITY ENHANCEMENT									
20		INTEREST EARNED	4601	0	0	200	107	100	
20		DEVELOPMENT IMPACT FEES	4604	34,743	56,663	22,473	13,460	21,168	21 x 1,008 Res
20 TOTAL REVENUE				34,743	56,663	22,673	13,568	21,268	
20	800	STARN PARK PARKING LOT	7003	0	2,975	0	0	0	
20	800	OTHER EQUIPMENT	7006	29,523	0	6,000	5,380	0	AED Machines
20	800	ELE PLUGS TREE-HUGHSON ST	7017	0	4,975	0	0	0	
20	800	DOWNTOWN ENHANCEMENT	7018	0	8,289	21,000	20,595	5,000	Parklets
20	800	HOLIDAY FLAGS	7019	0	5,340	0	0	0	
20	800	PINE ST	8031	1,155	0	0	0	0	Transferred prior yr
20	800	HUGHSON AVE SIDEWALK	80XX	0	0	10,000	0	105,000	Design, Engineering & Construction
20 TOTAL EXPENSES				30,678	21,579	37,000	25,975	110,000	
NET (REVENUE vs EXPENSES)				4,065	35,084	-14,327	-12,407	-88,732	
FUND 25 - GAS TAX 2106									
25		2106 ALLOCATION	4707	25,982	27,175	25,766	21,040	26,817	State Reallocation
25 TOTAL REVENUE				25,982	27,175	25,766	21,040	26,817	
25	700	UTILITIES	6106	40,685	30,655	20,000	14,931	25,000	UT St Lights-Plus LTF
25 TOTAL EXPENSES				40,685	30,655	20,000	14,931	25,000	
NET (REVENUE vs EXPENSES)				-14,703	-3,480	5,766	6,108	1,817	
FUND 30 - GAS TAX 2107									
30		INTEREST EARNED	4601	0	0	100	0	0	
30		2107 ALLOCATION	4708	50,414	49,344	55,599	38,506	62,637	

Fund	Dept	Description	Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/16 Actual 2015-16	Prelim Budget 2016-17	Notes 2016-17
30 TOTAL REVENUE				50,414	49,344	55,699	38,506	62,637	
30	700	CONTRACT SRVCS	6202	28,584	21,467	26,000	18,139	26,000	Street Sweeping
30	700	OTHER EQUIPMENT	7006	0	0	0	0	26,250	25% Man-Lift Truck
30	700	TRANSFERS-OUT	8505	20,000	29,000	29,000	21,750	29,000	To GF - Offset St Maint
30 TOTAL EXPENSES				48,584	50,467	55,000	39,889	81,250	
NET (REVENUE vs EXPENSES)				1,830	-1,123	699	-1,384	-18,613	
FUND 31 - GAS TAX - 2105 HWY USER TAX									
31		INTEREST EARNED	4601	0	0	200	0	0	
31		2105 HWY USERS TAX	4704	47,107	38,555	40,667	30,136	45,106	
31 TOTAL REVENUE				47,107	38,555	40,867	30,136	45,106	
31	700	DEPT SUPPLIES	6101	10,212	9,146	12,000	7,751	15,000	Paint/Signs/Markers/Potholes
31	700	CONTRACT SRVCS	6202	0	0	1,000	0	1,000	
31	700	OTHER EQUIPMENT	7006	0	0	0	0	52,500	50% Man-Lift Truck
31	700	TRANSFERS-OUT	8505	15,000	17,000	17,000	12,750	17,000	To GF - Offset St Maint
31 TOTAL EXPENSES				25,212	26,146	30,000	20,501	85,500	
NET (REVENUE vs EXPENSES)				21,895	12,409	10,867	9,635	-40,394	
FUND 35 - GAS TAX 2107.5									
35		2107.5 ALLOCATION	4709	2,000	2,000	2,000	2,000	2,000	
35 TOTAL REVENUE				2,000	2,000	2,000	2,000	2,000	
35	700	TRANSFERS-OUT	8505	15,000	4,000	4,000	3,000	2,000	To GF - Offset St Maint
35 TOTAL EXPENSES				15,000	4,000	4,000	3,000	2,000	
NET (REVENUE vs EXPENSES)				-13,000	-2,000	-2,000	-1,000	0	

FUND 41 - 99 2016-17

Fund	Dept	Description	Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/2016 Actual 2015-16	Prelim Budget 2016-17	Notes 2016-17
FUND 41 - PUBLIC FACILITY DEVELOPMENT									
41		INTEREST EARNED	4601	3,104	2,521	3,000	2,148	2,500	
41		DEVELOPMENT IMPACT FEES	4604	126,531	180,686	67,996	40,725	64,050	21 x 3,050 Res
41 TOTAL REVENUE				129,635	183,207	70,996	42,873	66,550	
41	800	CONTRACT SERVICES	6202	0	0	10,000	1,917	0	
41	800	OFFICE FURNITURE	7004	0	7,426	0	0	0	
41	800	COUNCIL CHAMBER IMPROVE	7016	2,333	0	18,000	0	0	
41	800	CITY HALL REMODEL/PHONE	70XX	0	0	120,000	0	40,000	
41	800	ACCOUNTING SOFTWARE UPGR	70XX	0	0	150,000	0	150,000	MOM System Replacement/Ser
41	800	NONPOTABLE	8046	75,116	221,857	0	0	0	
41	800	WELL #9	8048	18,559	0	100,000	1,380	0	
41	800	WELL #4	8050	0	28,877	0	0	0	
41 TOTAL EXPENSES				96,008	258,160	398,000	3,297	190,000	
41 NET (REVENUE vs EXPENSES)				33,627	-74,953	-327,004	39,577	-123,450	
FUND 42 - PUBLIC FACILITY - STREETS									
42		DEVELOPMENT IMPACT FEES	4604	119,415	302,197	129,342	12,040	86,121	21 x 4,101 Res
42 TOTAL REVENUE				119,415	302,197	129,342	12,040	86,121	
42 NET (REVENUE vs EXPENSES)				119,415	302,197	129,342	12,040	86,121	
FUND 43 - TRENCH CUT FUND									
43		TRENCH CUT FEES	4609	75,465	263	0	715	200	
43 TOTAL REVENUE				75,465	263	0	715	200	
43 NET (REVENUE vs EXPENSES)				75,465	263	0	715	200	
FUND 48 - COMMUNITY SENIOR CENTER									
48		RENTAL FEE	4931	15,123	11,975	13,000	11,261	12,000	
48		CLEANING FEES	4936	2,340	3,015	2,500	3,250	3,120	
48		TRANSFER IN	4999	7,500	7,500	7,500	5,625	7,500	From GF
48 TOTAL REVENUE				24,963	22,490	23,000	20,136	22,620	
48	360	DEPT SUPPLIES	6101	364	656	1,500	752	2,000	Sanitation Supplies
48	360	UTILITIES	6106	5,632	5,788	5,300	5,094	6,000	
48	360	MAINT BLDGS/GRD	6108	962	498	2,500	416	2,500	Maint
48	360	MAINT OF EQUIP	6111	822	267	1,800	536	1,800	
48	360	CONTRACT SERVICES	6202	14,792	14,799	12,000	12,619	12,000	Pest Control / Maintenance/Clea
48	360	DEPRECIATION	6300	24,176	0	0	0	0	
48	360	TRANSFER OUT	8505	0	0	3,525	2,643	0	GF - Maint
48 TOTAL EXPENSES				46,748	22,008	26,625	22,060	24,300	
48 NET (REVENUE vs EXPENSES)				-21,785	482	-3,625	-1,924	-1,680	

Fund	Dept	Description	Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/2016 Actual 2015-16	Prelim Budget 2016-17	Notes 2016-17
FUND 49 - IT RESERVE									
49		TRANSFER IN	4999	15,000	15,000	12,000	9,000	15,000	Software
49		TRANSFER IN	4999	15,000	15,000	10,000	7,500	15,000	Hardware
49 TOTAL REVENUE				30,000	30,000	22,000	16,500	30,000	
49	147	HARDWARE - REPLACEMENT	7009	16,689	3,664	20,000	144	20,000	Hardware Repair/Replc
49	147	SOFTWARE - REPLACEMENT	7014	374	0	5,000	0	5,000	
49 TOTAL EXPENSES				17,063	3,664	25,000	144	25,000	
49 NET (REVENUE vs EXPENSES)				12,937	26,336	-3,000	16,356	5,000	
FUND 50 - UNITED SAMARITANS COMMUNITY CENTER									
50		INTEREST EARNED	4601	0	0	20	0	0	
50		RENTAL FEE	4931	16,559	14,986	17,000	12,316	14,500	USF Rent
50 TOTAL REVENUE				16,559	14,986	17,020	12,316	14,500	
50	365	REG. SALARIES	5001	4,430	3,783	0	0	0	Maint covered by Contract
50	365	P.E.R.S.	5110	1,054	838	0	0	0	
50	365	MEDICAL INS.	5120	1,451	975	0	0	0	
50	365	UNEMPLOYMENT INS	5130	49	48	0	0	0	
50	365	WORKER'S COMP	5140	387	558	0	0	0	
50	365	LIFE INS	5150	46	46	0	0	0	
50	365	DENTAL INS	5160	144	169	0	0	0	
50	365	MEDICARE TAX	5170	63	63	0	0	0	
50	365	DEF COMP	5175	47	84	0	-186	0	
50	365	OFFICE SUPPLIES	6001	175	198	200	184	200	
50	365	DEPT SUPPLIES	6101	696	716	1,000	873	1,000	Sanitary Supplies
50	365	UTILITIES	6106	6,018	6,053	5,500	4,797	6,500	
50	365	MAINT BLDGS/GRD	6108	0	0	100	0	100	
50	365	MAINT OF EQUIP	6111	137	76	200	229	200	Light Replacement
50	365	MISC	6375	0	0	300	0	300	Cleanup - Remove Furniture
50	365	TRANSFERS-OUT	8505	4,500	0	3,525	2,643	7,375	To GF - Covers Maint - 4hrs
50 TOTAL EXPENSES				19,197	13,607	10,825	8,541	15,675	
50 NET (REVENUE vs EXPENSES)				-2,638	1,379	6,195	3,775	-1,175	
FUND 51 - SELF INSURANCE									
51		INSURANCE REFUNDS	4903	336	0	5,000	0	0	Liability Ins
51 TOTAL REVENUE				336	0	5,000	0	0	
51	146	CLAIMS/MISC	6375	13,329	0	15,000	400	11,183	W/C Retro Adjustment
51 TOTAL EXPENSES				13,329	0	15,000	400	11,183	
51 NET (REVENUE vs EXPENSES)				-12,993	0	-10,000	-400	-11,183	

Fund	Dept	Description	Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/2016 Actual 2015-16	Prelim Budget 2016-17	Notes 2016-17
FUND 53 - SLESF									
53		INTEREST EARNED	4601	15	0	400	0	0	
53		SUPLMTL LAW ENFORCEMENT S	4740	100,963	106,367	100,000	102,439	100,000	
53		REFUND	4915	0	0	0	3,253	0	
53 TOTAL REVENUE				100,978	106,367	100,400	105,692	100,000	
53	215	CONTRACT SERVICES	6202	201,870	107,112	100,000	57,680	100,000	Applied to Police Contract/s dea
53 TOTAL EXPENSES				201,870	107,112	100,000	57,680	100,000	
53 NET (REVENUE vs EXPENSES)				-100,892	-745	400	48,012	0	
FUND 54 - PARK PROJECT - In Lieu of									
54		INTEREST EARNED	4601	860	919	1,200	818	1,050	
54		PARK IN LIEU FEES	4911	58,296	108,049	33,847	15,928	41,811	21 X 1,991
54 TOTAL REVENUE				59,156	108,968	35,047	16,746	42,861	
54 NET (REVENUE vs EXPENSES)				59,156	108,968	35,047	16,746	42,861	
FUND 55 - PARKS DEVELOPMENT IMPACT FEES									
55		INTEREST EARNED	4601	957	744	450	619	800	
55		DEVELOPMENT FEE	4605	100,779	147,341	45,339	21,336	56,007	21 X 2,667
55 TOTAL REVENUE				101,736	148,085	45,789	21,955	56,807	
55	800	ROLLAND STARN	8002	0	71,990	0	0	140,000	Basketball Court Construction
55 TOTAL EXPENSES				0	71,990	0	0	140,000	
55 NET (REVENUE vs EXPENSES)				101,736	76,095	45,789	21,955	-83,193	
FUND 60 - SEWER OPERATION & MAINTENANCE									
60		INTEREST EARNED	4601	-11,343	12,347	15,000	-161	10,000	
60	2	SEWER SERVICE - SINGLE FAMIL	4808	1,859,667	1,933,557	0	1,680,587	0	
60	4	SEWER SERVICE - DUPLEXES	4808	29,870	32,400	0	27,770	0	
60	6	SEWER SERVICE - TRIPLEXES	4808	6,059	6,237	0	5,331	0	
60	10	SEWER SERVICE-HOUSING AUTI	4808	38,576	39,709	0	33,940	0	
60	12	SEWER SERVICE - APARTMENTS	4808	249,659	248,999	0	207,512	0	
60	14	SEWER SERVICE-MOB. HOME PA	4808	47,322	48,711	0	41,635	0	
60	16	SEWER SERVICE-PERS HEALTH	4808	4,354	4,482	0	3,831	0	
60	18	SEWER SERVICE-PHARMACY & E	4808	2,020	2,079	0	1,777	0	
60	20	SEWER SERVICE - INST/CIVIC	4808	10,008	10,302	0	8,772	0	
60	22	SEWER SERVICE-PROF. SERVICI	4808	14,101	16,893	0	15,229	0	
60	24	SEWER SERVICE - RETAIL VEND	4808	16,126	17,649	0	14,483	0	
60	26	SEWER SERVICE - COMM/INDUS'	4808	814,932	828,978	0	711,711	0	
60	28	SEWER SERVICE - BARS	4808	8,250	8,706	0	7,465	0	
60	30	SEWER SERVICE - RESTAURANT	4808	7,169	7,379	0	6,307	0	
60	32	SEWER SERVICE-DRIVE-IN/FSTF	4808	2,126	3,728	0	3,777	0	

Fund	Dept	Description	Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/2016 Actual 2015-16	Prelim Budget 2016-17	Notes 2016-17
60	34	SEWER SERVICE - CONV. MARKE	4808	3,030	2,480	0	1,777	0	
60	36	SEWER SERVICE-MAJOR FOOD I	4808	10,046	10,341	0	8,838	0	
60	38	SEWER SERVICE - COML LAUNDI	4808	4,697	4,835	0	4,132	0	
60	40	SEWER SERVICE-GAS STATIONS	4808	1,010	1,040	0	889	0	
60	41	SEWER SERVICE-AUTO SERVICE	4808	2,020	2,079	0	1,777	0	
60	42	SEWER SERVICE-CHURCHES	4808	12,793	13,304	0	11,372	0	
60	44	SEWER SERVICE-SCHOOLS	4808	60,894	62,577	0	53,425	0	
60	45	SEWER SERVICE - DAYCARE	4808	1,010	1,040	0	889	0	
60		SEWER SERVICE	4808	0	0	3,300,000	0	3,490,000	Rates - CPI Increase
60		SEWER MISC. INCOME	4810	732	370	1,000	336	200	
60	TOTAL REVENUE			3,195,128	3,320,222	3,316,000	2,853,400	3,500,200	
60	330	REG. SALARIES	5001	163,726	170,679	160,905	131,575	169,869	Off Asst 34%
60	330	OVERTIME	5003	4,168	4,623	7,500	2,004	5,100	Fin Mng 34%/Acct Tech 54%
60	330	COMP ABSENCES	5105	2,663	0	0	0	0	Comm Dev 30%/UT Sup 35%
60	330	P.E.R.S.	5110	41,047	38,068	60,107	50,662	61,139	Maint Wkr 50%/Wtr Distr 60%
60	330	MEDICAL INS.	5120	50,709	61,802	53,364	21,448	56,752	WWTP Opr 33%
60	330	UNEMPLOYMENT INS	5130	1,614	1,394	1,264	1,544	1,285	
60	330	WORKER'S COMP	5140	8,702	12,294	9,908	0	14,387	
60	330	LIFE INS	5150	1,745	1,988	1,758	991	1,815	
60	330	DENTAL INS	5160	5,238	5,545	5,540	2,903	5,981	
60	330	MEDICARE TAX	5170	2,755	2,918	2,443	2,124	2,537	
60	330	DEF COMP	5175	1,162	1,100	1,260	823	1,287	
60	330	OFFICE SUPPLIES	6001	743	920	1,200	882	950	
60	330	POSTAGE	6003	1,057	935	11,700	7,969	11,000	
60	330	DUES/PUBLICATIONS	6004	2,189	6,023	7,000	4,579	6,000	
60	330	TRAVEL/MEETINGS	6005	100	0	150	0	200	
60	330	DEPT SUPPLIES	6101	680	444	1,000	112	1,000	
60	330	SMALL TOOLS	6102	0	0	300	0	200	
60	330	UNIFRM/CLTH EXP	6103	1,390	1,550	2,000	1,308	2,000	
60	330	PHONE/RADIO	6105	3,729	4,450	6,000	5,541	4,300	
60	330	RENTS/LEASES	6107	3,086	2,986	3,000	2,477	2,500	Copier/Fax/Mail Machine
60	330	MAINT VEHICLES	6109	1,561	678	2,500	860	2,500	
60	330	PETROLEUM PROD	6110	3,151	2,779	3,550	1,778	2,700	
60	330	MAINT OF EQUIP	6111	3,792	15,297	7,100	6,131	7,000	
60	330	INS/SURETIES	6113	16,897	17,652	19,131	21,335	24,500	Liability/Emp Assist/Prop - 25%
60	330	CONTRACT SERVICES	6202	35,935	45,805	80,000	78,156	90,000	Audit/MOM/St Cont/Shred It/It S
60	330	ADMIN SERVICES	6203	231,000	231,000	238,000	178,500	238,000	Reim GF Costs
60	330	BAD DEBT	6500	0	0	10,000	0	10,000	
60	330	VEHICLES	7005	0	10,000	12,630	12,630	0	
60	330	OTHER EQUIPMENT	7006	3,000	1,975	2,000	0	2,000	
60	330	CHARLES STREET	8016	40,000	0	0	0	0	
60	330	TRANSFERS-OUT - Depre	8505	444,836	444,836	444,836	333,627	444,836	To Fund 61
60	330	TRANSFERS-OUT-Note	8505	0	1,258,872	0	0	0	
60	330	SOFTWARE	8506	6,000	6,000	6,000	4,500	2,750	To IT Reserve - 55%
60	330	IT REPLACEMENT	8506	5,000	5,000	5,000	3,750	2,250	To IT Reserve - 45%
60	330 SEWER OPERATIONS			1,087,675	2,357,613	1,167,146	878,208	1,174,838	
60	350	REG. SALARIES	5001	68,566	73,157	36,029	33,757	52,760	UT Super 50% WWTP Opr 34%
60	350	OVERTIME	5003	22,552	27,563	7,500	0	15,000	
60	350	P.E.R.S.	5110	14,893	16,205	5,389	4,482	7,193	
60	350	MEDICAL INS.	5120	14,654	18,318	10,322	7,026	15,343	
60	350	UNEMPLOYMENT INS	5130	997	1,136	278	278	365	

Fund	Dept	Description	Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/2016 Actual 2015-16	Prelim Budget 2016-17	Notes 2016-17
60	350	WORKER'S COMP	5140	6,209	10,060	4,603	0	7,526	
60	350	LIFE INS	5150	588	606	334	238	508	
60	350	DENTAL INS	5160	2,298	1,565	1,304	862	1,805	
60	350	MEDICARE TAX	5170	1,297	1,449	631	471	983	
60	350	DEF COMP	5175	300	275	282	238	402	
60	350	OFFICE SUPPLIES	6001	612	778	1,800	915	800	
60	350	POSTAGE	6003	423	374	600	369	600	
60	350	DUES/PUBLICATIONS	6004	15,469	15,923	17,000	15,091	17,000	Permit
60	350	TRAVEL/MEETINGS	6005	823	1,259	2,000	230	1,500	Certification/Required
60	350	DEPT SUPPLIES	6101	23,729	28,738	22,000	23,605	22,000	
60	350	SMALL TOOLS	6102	100	892	5,000	705	1,500	
60	350	UNIFORM/CLTH EXP	6103	2,254	2,509	3,000	2,105	3,500	
60	350	PHONE/RADIO	6105	3,683	4,592	2,500	5,769	4,500	
60	350	UTILITIES	6106	249,470	144,021	120,000	130,753	145,000	
60	350	RENTS/LEASES	6107	3,638	3,519	3,300	3,191	3,300	Copier/Fax/Mail Machine
60	350	MAINT BLGS/GRD	6108	3,587	4,044	5,000	2,742	3,800	
60	350	MAINT VEHICLES	6109	1,737	3,334	1,500	697	1,500	
60	350	PETROLEUM PROD	6110	4,621	4,105	5,500	2,608	4,000	
60	350	MAINT OF EQUIP	6111	6,917	9,153	10,000	9,622	10,000	
60	350	INS/SURETIES	6113	16,897	17,652	19,131	21,335	24,500	Liability/Emp Assist/Prop - 25%
60	350	SLUDGE REMOVAL	6117	43,460	66,896	67,000	56,610	67,000	
60	350	ENVIOR MONITOR	6118	40,840	24,751	30,000	2,582	30,000	Condor - Modified Testing
60	350	PROF SERVICES	6201	0	0	0	0	0	
60	350	CONTRACT SERVICES	6202	11,545	32,629	27,000	14,438	35,000	Remote SCADA/Cons Oper/Clic
60	350	INTEREST EXPENSE	6350	187,175	0	0	0	0	Bond - MOVE TO FUND 66
60	350	INTEREST EXPENSE - SRL	6353	188,620	0	0	0	0	SRF Loan - Plant Expan MOVE
60	350	VEHICLES	7005	0	8,940	0	0	0	
60	350	TRANSFER OUT	8505	0	0	1,396,283	1,047,212	1,423,408	Principle Payment to Fund 66
60	350	TRANSFER OUT	8505	0	378,994	339,226	254,420	312,463	Interest Bond Payment to Fund 66
60	350	WWTP OPERATIONS		937,954	903,437	2,144,512	1,642,349	2,213,255	
60		TOTAL EXPENSES		2,025,629	3,261,050	3,311,658	2,520,558	3,388,093	
60		NET (REVENUE vs EXPENSES)		1,169,499	59,172	4,342	332,842	112,107	
FUND 61 - SEWER FIXED ASSET REPLACEMENT									
61		INTEREST EARNED	4601	4,360	5,121	3,000	4,327	5,000	
61		SEWER CONNECTION CHARGES	4809	29,800	2,000	155	3,040	1,500	
61		TRANSFERS-IN	4999	444,836	444,836	444,836	333,627	444,836	
61		TOTAL REVENUE		478,996	451,957	447,991	340,994	451,336	
61		NET (REVENUE vs EXPENSES)		478,996	451,957	447,991	340,994	451,336	
FUND 62 - SEWER DEVELOPER IMPACT FEE									
62		INTEREST EARNED	4601	1,876	1,407	1,500	1,395	1,900	
62		DEVELOPMENT IMPACT FEES	4604	2,357	147,788	146,944	88,685	232,700	21 x \$11,085 Res (for FG)
62		TOTAL REVENUE		4,233	149,195	148,444	90,080	234,600	

Fund	Dept	Description	Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/2016 Actual 2015-16	Prelim Budget 2016-17	Notes 2016-17
62	800	TULLY ROAD PROJECT	8047	0	17,617	114,514	114,514	0	
62 TOTAL EXPENSES				0	17,617	114,514	114,514	0	
62 NET (REVENUE vs EXPENSES)				4,233	131,578	33,930	-24,434	234,600	
FUND 66 - WWTP EXPANSION									
66		INTEREST EARNED	4601	1,730	54,704	10,000	26,472	7,000	
66		MISC. FEES & CHARGES	4829	0	0	10,000	0	0	
66		TRANSFER	4998	0	1,380,733	1,396,283	1,047,212	1,423,408	Bond Payment from Sewer
66		TRANSFER	4999	0	257,133	339,226	254,421	312,463	Interest Payment from Sewer
66 TOTAL REVENUE				1,730	1,692,570	1,755,509	1,328,105	1,742,870	
66	800	INTEREST EXPENSE	6350	176,503	177,212	172,103	166,907	156,249	WWTP Exp & State Rev Loans
66	800	INTEREST EXPENSE	6353	0	177,925	167,123	167,123	156,213	SRR - Loan
66 TOTAL EXPENSES				176,503	355,137	339,226	334,031	312,463	
NET (REVENUE vs EXPENSES)				-174,773	1,337,433	1,416,283	994,075	1,430,408	
FUND 69 - LOCAL TRANSPORTATION (Non Motorized)									
69		LTF ALLOCATION - Non Mot	4716	0	5,208	5,151	0	5,314	
69 TOTAL REVENUE				0	5,208	5,151	0	5,314	
NET (REVENUE vs EXPENSES)				0	5,208	5,151	0	5,314	
FUND 70 - LOCAL TRANSPORTATION (LTF)									
70		LTF ALLOCATION	4104	82,900	150,457	58,859	0	58,859	
70		INTEREST	4601	321	276	0	233	0	
70 TOTAL REVENUE				83,221	150,733	58,859	233	58,859	
70	700	UTILITIES	6106	0	10,000	20,000	20,000	20,000	Cover UT cost 2106
70	700	CONTRACT SERVICE	6202	1,200	1,800	3,500	0	0	Audit/St Contr Rep
70	700	CRACK SEALER	7005	0	0	55,000	53,170	0	
70	700	MULBERRY ST SIDEWALK	8012	0	0	15,000	13,750	0	
70	700	FOX	8018	3,328	0	100,000	67,447	0	Fox Rd - Engineering
70	700	FIFTH STREET	8045	61,188	86,072	0	0	0	
70	700	TULLY ROAD	8047	0	0	12,150	13,633	0	
70	700	HUGHSON AVE	80XX	0	0	0	0	20,000	
70 TOTAL EXPENSES				65,716	97,872	205,650	168,000	40,000	
NET (REVENUE vs EXPENSES)				17,505	52,861	-146,791	-167,767	18,859	
FUND 71 - TRANSPORTATION									
71		INTEREST EARNED	4601	0	0	150	0	0	
71		CMAQ	4752	81,618	99,814	0	0	0	
71		CMAQ	4753	26,510	76,339	105,000	105,080	0	

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71		GRANTS - RSTP	4754	47,017	0	15,700	15,706	0	
71		GRANT - RSTP	4755	43,730	0	0	0	0	
71		GRANT - RSTP	4757	12,585	0	404,000	343,647	53,411	
71		TOTAL REVENUE		211,460	176,153	524,850	464,432	53,411	
71	800	PROF SERVICES	6201	620	0	0	0	0	
71	800	CONTRACT SERVICES	6202	14,215	7,697	0	0	0	
71	800	FOURTH STREET	8033	116,677	0	0	0	0	
71	800	FIFTH STREET	8045	1,845	171,313	0	0	0	
71	800	TULLY ROAD	8047	0	0	404,000	377,058	0	
71	800	WHITMORE AVENUE	80XX	0	0	0	0	20,000	Whitmore Ave - Engineering
71		TOTAL EXPENSES		133,357	179,010	404,000	377,058	20,000	
71		NET (REVENUE vs EXPENSES)		78,103	-2,857	120,850	87,374	33,411	

FUND 80 - WATER

80		INTEREST EARNED	4601	354	509	100	437	500	
80	2	WATER SVC.- SINGLE FAMILY	4801	1,098,932	980,267	0	830,538	0	
80	4	WATER SVC.- DUPLEXES	4801	9,903	8,973	0	7,447	0	
80	6	WATER SVC.- TRIPLEXES	4801	27,196	21,724	0	20,799	0	
80	8	WATER SVC.- FOUR-PLEXES	4801	0	758	0	1,078	0	
80	10	WATER SVC.- HOUSING AUTHOR	4801	26,999	22,650	0	18,904	0	
80	12	WATER SVC.- APARTMENTS	4801	14,537	13,773	0	13,348	0	
80	14	WATER SVC.- MOBILE HOME PAF	4801	9,070	8,402	0	7,861	0	
80	16	WATER SVC.- PERS. HEALTH SVI	4801	1,914	1,983	0	1,678	0	
80	18	WATER SVC.- PHARMACY & BAN	4801	3,428	4,420	0	2,709	0	
80	20	WATER SVC.- INST. & CIVIC	4801	18,171	14,257	0	6,935	0	
80	22	WATER SVC.- PROFESSIONAL SV	4801	10,676	13,200	0	11,432	0	
80	24	WATER SVC.- RETAIL VENDORS	4801	8,842	6,486	0	6,137	0	
80	26	WATER SVC.- COMMERCIAL/INDI	4801	38,624	32,552	0	28,964	0	
80	30	WATER SVC.- RESTAURANTS	4801	4,255	4,151	0	1,913	0	
80	32	WATER SVC.- DRIVE-IN/QUICKFC	4801	890	1,235	0	1,097	0	
80	34	WATER SVC.- CONVENIENCE MA	4801	2,075	1,939	0	1,475	0	
80	36	WATER SVC.- MAJOR FOOD MAR	4801	1,414	1,549	0	1,338	0	
80	38	WATER SVC.- COMMERCIAL LAU	4801	3,615	1,818	0	0	0	
80	42	WATER SVC.- CHURCHES	4801	14,255	12,722	0	10,731	0	
80	44	WATER SVC.- SCHOOLS	4801	105,999	105,485	0	87,748	0	
80	46	WATER SVC.- METERED SERVI	4801	2,046	1,727	0	1,531	0	
80	50	WATER SVC.- AUTO SERVICE	4801	639	720	0	609	0	
80	52	WATER SVC.- CONSTR. WATER	4801	2,783	2,984	0	775	0	
80		WATER SERVICE	4801	0	0	1,348,065	0	1,360,500	CPI rate increase
80		UTILITY PENALTIES	4803	0	0	0	1,200	0	
80		MISC FEES	4829	769	0	0	35	0	
80		RECONNECTION FEE	4802	11,168	11,197	12,000	13,105	12,000	
80		TOTAL REVENUE		1,418,554	1,275,481	1,360,165	1,079,824	1,373,000	
80	340	REG. SALARIES	5001	184,307	174,788	205,817	169,844	196,395	Asst to CM 25%/Off Asst 34%
80	340	OVERTIME	5003	5,589	8,014	7,500	6,300	5,100	Fin Manager 33%/Acct Tech 63%
80	340	COMP ABSENCES	5105	8,901	0	0	0	0	Comm Dev 30%/UT Sup 15%
80	340	P.E.R.S.	5110	44,400	38,971	65,773	56,264	65,924	Maint Wkr 50%/Wtr Dist Opr 14%
80	340	MEDICAL INS.	5120	54,414	62,997	71,694	32,137	69,425	WWTP Oper 33%

Fund	Dept	Description	Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/2016 Actual 2015-16	Prelim Budget 2016-17	Notes 2016-17
80	340	UNEMPLOYMENT INS	5130	2,002	1,500	1,687	1,951	1,558	
80	340	WORKER'S COMP	5140	10,559	12,234	15,894	0	18,146	
80	340	LIFE INS	5150	1,846	1,902	2,243	1,382	2,118	
80	340	DENTAL INS	5160	5,779	5,699	7,534	4,235	7,283	
80	340	MEDICARE TAX	5170	2,982	2,983	3,093	2,680	2,921	
80	340	DEF COMP	5175	1,258	1,273	1,551	1,088	1,425	
80	340	OFFICE SUPPLIES	6001	874	1,312	4,000	1,192	3,500	
80	340	POSTAGE	6003	1,902	1,682	14,400	10,540	12,000	
80	340	DUES/PUBLICATIONS	6004	25,326	16,306	21,000	16,221	27,000	Permit
80	340	TRAVEL/MEETINGS	6005	466	3,393	5,500	165	5,500	Cross Training
80	340	DEPT SUPPLIES	6101	32,360	34,563	34,000	21,013	30,000	Chemicals - Well #8
80	340	SMALL TOOLS	6102	161	0	2,000	1,223	1,300	
80	340	UNIFORM/CLTH EXP	6103	2,254	2,243	2,900	1,753	3,200	
80	340	ADVERTISING	6104	279	1,324	1,500	816	1,500	
80	340	PHONE/RADIO	6105	3,542	3,883	6,000	4,822	3,700	
80	340	UTILITIES	6106	126,982	122,447	120,000	90,414	130,000	
80	340	RENTS/LEASES	6107	3,638	3,519	3,300	2,920	3,000	
80	340	MAINT VEHICLES	6109	616	2,530	1,500	859	1,000	
80	340	PETROLEUM PROD	6110	3,361	2,964	5,000	1,897	3,000	
80	340	MAINT OF EQUIP	6111	35,975	11,326	26,500	24,854	26,500	
80	340	INS/SURETIES	6113	20,275	21,181	22,957	25,601	29,500	Liability/Emp Assist/Prop - 30%
80	340	CONTRACT SERVICES	6202	92,158	138,284	97,000	86,245	85,000	Audit/Testing/Gen/SCADA/MOM
80	340	CONSULTANT	6202	0	0	20,000	0	0	Certified Operator - H2O Group
80	340	REGIONAL WATER PLAN	6202	0	0	13,500	0	0	
80	340	ADMIN SERVICES	6203	129,000	129,000	164,000	123,000	164,000	Reim GF for Service
80	340	DEPRECIATION - Note	6300	-186,116	0	0	0	0	
80	340	INTEREST EXPENSE	6350	18,406	18,000	17,550	8,775	0	USDA & Water Bond
80	340	INTEREST EXPENSE	6350	84,816	61,937	52,734	52,734	48,594	Bond-Water Tank - was Fund 8
80	340	INTEREST EXPENSE	6350	0	0	0	0	1,406	Interfund Loan to fund 88
80	340	BAD DEBT	6500	0	0	2,000	0	2,000	
80	340	IMP OTHER TN BLD	7003	4,989	1,975	10,000	0	0	
80	340	VEHICLES	7005	0	20,000	12,630	12,630	0	
80	340	OTHER EQUIPMENT	7006	9,671	7,009	15,000	12,183	15,000	water meters
80	340	TRANSFERS-OUT - Depr	8505	185,484	185,484	185,482	139,113	185,482	to Fund 82
80	340	SOFTWARE	8506	6,000	6,000	6,000	5,500	2,750	Transfer - 55%
80	340	IT REPLACEMENT	8506	5,000	5,000	5,000	2,750	2,250	Transfer - 45%
80 TOTAL EXPENSES				929,456	1,111,723	1,254,239	923,100	1,157,477	
80 NET (REVENUE vs EXPENSES)				489,098	163,758	105,926	156,724	215,523	
FUND 81 - WATER DEVELOPMENT FEE									
81		INTEREST EARNED	4601	0	0	0	0	0	
81		DEVELOPMENT IMPACT FEES	4604	65,925	220,662	64,651	30,424	79,863	21 x 3,803
81		WATER ARRA GRANT/MISC	4805	0	0	0	0	0	
81 TOTAL REVENUE				65,925	220,662	64,651	30,424	79,863	
81	800	CONTRACT SERVICES	6202	16,962	10,608	0	0	0	Water master plan update
81 TOTAL EXPENSES				16,962	10,608	0	0	0	
NET (REVENUE vs EXPENSES)				48,963	210,054	64,651	30,424	79,863	

Fund	Dept	Description	Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/2016 Actual 2015-16	Prelim Budget 2016-17	Notes 2016-17
FUND 82 - WATER FIXED ASSET REPLACEMENT									
82		INTEREST EARNED	4601	1,838	1,143	0	1,169	2,200	Interfund loan/bank interest
82		STATE REVOLVING FUND	4751	0	0	0	0	0	
82		WATER CONNECTION CHARGES	4804	25,200	23,589	0	620	0	
82		TRANSFERS-IN	4999	185,484	185,484	185,482	139,113	185,482	From Water Operations
82 TOTAL REVENUE				212,522	210,216	185,482	140,902	187,682	
82 NET (REVENUE vs EXPENSES)				212,522	210,216	185,482	140,902	187,682	
FUND 88 - PUBLIC WORKS STREET PROJECTS - CDBG									
88		GRANT	4752	20,819	0	40,000	0	0	
88		GRANT	4753	0	165,251	0	0	0	
88		GRANT	4758	0	0	158,370	148,272	0	
88		GRANT	47XX	0	0	0	0	150,000	2nd Street Sidwalk Infill Project
88		GRANT	47XX	0	0	0	0	150,000	Community Commerial Kitchen
88		TRANSFER	4999	1,155	0	0	0	0	
88 TOTAL REVENUE				21,974	165,251	198,370	148,272	300,000	
88	800	FOURTH STREET	8033	76,888	0	0	0	0	
88	800	FIFTH STREET - SIDEWALK INF	8045	200	160,502	0	0	0	
88	800	HUGHSON AVENUE	8051	0	0	158,370	150,247	0	
88	800	2ND STREET SIDEWALK	80XX	0	0	0	0	150,000	
88	800	COMMUNITY COMMERCIAL KITCI	80XX	0	0	0	0	150,000	
88 TOTAL EXPENSES				77,088	160,502	158,370	150,247	300,000	
88 NET (REVENUE vs EXPENSES)				-55,114	4,749	40,000	-1,975	0	
FUND 90 - GARBAGE/REFUSE									
90		GARBAGE SERVICE	4812	482,784	504,804	500,000	405,036	480,000	
90 TOTAL REVENUE				482,784	504,804	500,000	405,036	480,000	
90	380	OFFICE SUPPLIES	6001	8,332	9,594	0	0	0	
90	380	POSTAGE	6003	10,800	10,000	0	0	0	
90	380	DEPT SUPPLIES	6101	0	1,404	0	0	0	
90	380	FRANCHISE FEE	6116	0	35,930	40,000	0	38,400	8% Fee
90	380	CONTRACT SERVICES	6202	412,671	420,453	460,000	283,794	441,600	Payments to Service provider
90 TOTAL EXPENSES				431,803	477,381	500,000	283,794	480,000	
90 NET (REVENUE vs EXPENSES)				50,981	27,423	0	121,242	0	
FUND 95 - 1994 CDBG HOUSING REHAB 94-STBG-799									
95		INTEREST EARNED	4601	326	280	375	237	200	
95		PROGRAM INCOME	4739	1,177	1,283	3,000	1,603	1,000	Loan Payments
95 TOTAL REVENUE				1,503	1,563	3,375	1,840	1,200	
95	901	TRAVEL/MEETINGS	6005	0	0	700	0	0	

Fund	Dept	Description	Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/2016 Actual 2015-16	Prelim Budget 2016-17
95	901	CONTRACT SERVICES	6202	0	83	3,000	0	0
95 TOTAL EXPENSES				0	83	3,700	0	0
95 NET (REVENUE vs EXPENSES)				1,503	1,480	-325	1,840	1,200
FUND 96 - HOME GRANT - FTHB								
96	900	CONTRACT SERVICES	6202	0	0	1,000	0	0
96 TOTAL EXPENSES				0	0	1,000	0	0
96 NET (REVENUE vs EXPENSES)				0	0	-1,000	0	0
FUND 97 - 1996 CDBG HOUSING REHAB								
97		INTEREST EARNED	4601	264	329	100	290	150
97		LOAN REPAYMENTS	4739	6,507	58,434	9,000	1,729	2,000
97 TOTAL REVENUE				6,771	58,763	9,100	2,019	2,150
97	900	ADVERTISING	6104	0	0	400	0	0
97 TOTAL EXPENSES				0	0	400	0	0
97 NET (REVENUE vs EXPENSES)				6,771	58,763	8,700	2,019	2,150
FUND 98 - HOME REHAB - CALHOME								
98		MISC SERVICE & FEES	4829	0	40,000	0	0	0
98 TOTAL REVENUE				0	40,000	0	0	0
98 NET (REVENUE vs EXPENSES)				0	40,000	0	0	0
FUND 401 - GENERAL FUND RESERVE								
401		INTEREST EARNED	4601	1,297	1,220	1,200	773	1,000
401 TOTAL REVENUE				1,297	1,220	1,200	773	1,000
401 NET (REVENUE vs EXPENSES)				1,297	1,220	1,200	773	1,000

LANDSCAPING AND BENEFIT ASSESSMENT DISTRICTS (Funds 100/200)- BUDGET 16-17

Fund Dept	Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/2016 Actual 2015-16	Prelim Budget 2016-17	Notes 2015-16
100	Brittany Woods	4150	8,035	7,840	7,865	4,060	7,865
100	Central Hughson 2	4152	12,383	13,344	13,937	8,522	13,937
100	Feathers Glen	4155	12,643	13,751	7,267	3,638	7,267
100	Fontana Ranch North	4156	16,983	17,182	10,931	6,377	10,931
100	Fontana Ranch South	4157	10,117	10,111	8,739	4,766	8,739
100	Rhapsody 1	4158	6,726	6,214	6,239	3,088	6,239
100	Rhapsody 2	4159	6,300	6,364	6,499	3,311	6,499
100	Santa Fe Estates 1	4160	7,235	7,204	7,229	3,818	7,229
100	Santa Fe Estates II	4161	6,605	6,624	6,649	3,460	6,649
100	Starn Estates	4162	7,935	7,614	7,789	3,952	7,789
100	Sterling Glen III	4163	15,066	19,342	8,448	4,232	8,448
100	Sunglow	4164	8,915	9,494	7,260	3,919	7,260
100	Walnut Haven III	4165	5,970	5,937	5,962	3,095	5,962
100	Transfer In	4999	0	8,350	0	0	0 GF Subsidy
100 TOTAL REVENUE		124,913	139,371	104,814	56,237	104,814	
100	100 REG. SALARIES *	5001	20,501	18,419	19,817	19,052	20,669 PW Supr 5%/Mnt Wker 40%
100	100 P.E.R.S.	5110	4,946	4,080	2,965	2,461	2,818
100	100 MEDICAL INS.	5120	6,640	7,111	6,060	2,936	6,571
100	100 UNEMPLOYMNT INS	5130	223	215	196	195	195
100	100 WORKER'S COMP	5140	1,652	2,236	2,587	0	2,949
100	100 LIFE INS	5150	231	217	221	175	230
100	100 DENTAL INS	5160	679	669	635	487	670
100	100 MEDICARE TAX	5170	294	307	287	257	300
100	100 Def Comp	5175	124	126	150	105	150
100	100 Brittany Woods Ut	6420	1,628	1,786	1,786	847	1,786
100	100 Brittany Woods Other	6421	1,712	1,994	2,076	803	2,076
100	100 Central Hughson 2 Ut	6426	116	116	116	197	116
100	100 Central Hughson 2 Other	6427	1,966	277	1,730	16	1,730
100	100 Feathers Glen Ut	6435	391	430	430	197	430
100	100 Feathers Glen Other	6436	5,088	2,422	3,741	2,073	3,741
100	100 Fontana Ranch Nortl Ut	6438	6,284	5,891	5,891	5,009	5,891
100	100 Fontana Ranch Nortl Other	6439	1,931	2,086	1,861	1,098	1,861
100	100 Fontana Ranch Sout Ut	6441	8,398	9,403	5,466	5,400	5,466
100	100 Fontana Ranch Sout Other	6442	3,126	2,243	1,661	896	1,661
100	100 Rhapsody 1 Ut	6444	1,005	1,119	1,119	729	1,119
100	100 Rhapsody 1 Other	6445	1,309	4,485	1,661	498	1,661
100	100 Rhapsody 2 Ut	6447	1,369	1,447	1,447	1,138	1,447
100	100 Rhapsody 2 Other	6448	1,309	2,785	1,661	713	1,661
100	100 Santa Fe Estates 1 Ut	6450	2,975	2,672	1,405	899	1,405
100	100 Santa Fe Estates 1 Other	6451	3,382	3,137	1,530	1,547	1,530
100	100 Santa Fe Estates II Ut	6453	1,349	1,596	834	450	834
100	100 Santa Fe Estates II Other	6454	4,145	3,137	1,521	1,079	1,521
100	100 Starn Estates Ut	6456	787	813	813	650	813
100	100 Starn Estates Other	6457	1,309	1,671	1,983	1,507	1,983
100	100 Sterling Glen III Ut	6459	2,604	2,527	2,527	1,126	2,527
100	100 Sterling Glen III Other	6460	5,430	2,064	4,157	2,226	4,157
100	100 Sunglow Ut	6462	891	921	921	843	921
100	100 Sunglow Other	6463	1,826	1,795	2,285	1,145	2,285
100	100 Walnut Haven III Ut	6465	859	908	908	643	908
100	100 Walnut Haven III Other	6466	1,737	1,729	2,077	803	2,077
100	100 Transfer Out	8505	21,940	8,520	8,520	6,390	8,520
100 TOTAL EXPENSES		120,156	101,354	93,045	64,590	94,679	
NET (REVENUE vs EXPENSES)		4,757	38,017	11,769	-8,353	10,135	

LLD: Improvements including street lighting, planting materials, irrigation systems, open space areas, public pedestrian paths, entry monuments, removal of debris.
There are a total of 842 parcels covered in this assesment district.

Fund Dept	Acct #	Actual 2013-14	Actual 2014-15	Mid Year Budget 2015-16	4/30/2016 Actual 2015-16	Prelim Budget 2016-17	Notes 2015-16	
BENEFIT ASSESSMENT DISTRICT - 200								
200	Central Hughson 2	4152	26,825	14,304	7,845	5,026	7,845	
200	Feathers Glen	4155	7,806	4,034	8,564	4,286	8,564	
200	Fontana North	4156	17,676	8,966	18,493	10,781	18,493	
200	Fontana South	4157	8,913	4,618	9,973	5,438	9,973	
200	Sterling Glen III	4163	10,434	5,431	11,663	5,839	11,663	
TOTAL REVENUE			71,654	37,353	56,538	31,371	56,538	
200	200 REG. SALARIES *	5001	8,173	473	9,372	8,760	9,751	PW Supr 5%/Mnt Wker 15%
200	200 P.E.R.S.	5110	2,003	105	1,401	1,159	1,330	
200	200 MEDICAL INS.	5120	2,637	191	2,709	1,324	2,941	
200	200 UNEMPLOYMNT INS	5130	91	70	86	87	87	
200	200 WORKER'S COMP	5140	645	60	1,222	0	1,391	
200	200 LIFE INS	5150	93	66	100	80	105	
200	200 DENTAL INS	5160	263	18	274	217	290	
200	200 MEDICARE TAX	5170	118	7	136	120	141	
200	200 Def Comp	5175	55	54	75	53	75	
200	200 Central Hughson 2	6427	1,851	101	101	215	101	
200	200 Feathers Glen	6436	2,506	2,157	2,418	1,547	2,418	
200	200 Fontana North	6439	1,469	1,263	1,524	795	1,524	
200	200 Fontana South	6442	2,713	2,336	2,597	2,152	2,597	
200	200 Sterling Glen III	6460	1,600	1,415	1,676	939	1,676	
200	200 Transfers	8505	5,976	10,486	2,137	1,602	2,137	
TOTAL EXPENSES			30,193	18,802	25,828	19,049	26,564	
NET (REVENUE vs EXPENSES)			41,461	18,551	30,710	12,322	29,974	

BAD: Improvements including storm water drainage systems and all its components, street maintenance including sweeping, cleaning, graffiti abatement, pavement repairs, traffic control device maintenance.

There are a total of 474 parcels covered in this assesment district.



CITY OF HUGHSON
PLANNING COMMISSION MEETING

CITY HALL COUNCIL CHAMBERS
7018 Pine Street, Hughson, CA

MINUTES
TUESDAY, APRIL 19, 2016 – 6:00 P.M.

CALL TO ORDER: Chair Alan McFadon

ROLL CALL:

Present: Chair Alan McFadon
Vice Chair Mark Fontana
Commissioner Julie Ann Strain
Commissioner Karen Minyard
Commissioner Ken Sartain

Staff Present: Jaylen French, Community Development Director
Monica Streeter, Deputy City Attorney

FLAG SALUTE: Chair Alan McFadon

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

No Public Comments.

2. PRESENTATIONS: NONE.

3. NEW BUSINESS:

3.1: Approve the Minutes of the Regular Meeting of March 15, 2016.

STRAIN/SARTAIN 5-0 motion passes to approve the Minutes as corrected.

- 3.2: Adopt Resolution No. PC 2016-01, Accepting the 2015 Annual General Plan Progress Report and the 2015 Annual Housing Element Progress Report.

Director French presented the staff report.

STRAIN/FONTANA 5-0 motion passes to adopt Resolution No. PC 2016-01, Accepting the 2015 Annual General Plan Progress Report and the 2015 Annual Housing Element Progress Report.

4. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

5. INFORMATION ITEMS:

- 5.1: Update on Feathers Glen Subdivision.
- 5.2: Update on Farmers’ Market (May 5, 2016).
- 5.3: Update on New Hughson Business – CA Luxury Auto Detailing.
- 5.4: Update on City’s Website.

Director French provided a general or status updated on each of the items above. No action was sought or taken.

6. CORRESPONDENCE: NONE.

7. COMMENTS:

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

Community Development Director: Director French updated the Commission on various potential developments within the City; and the, potential annexation of property southeast portion of the City.

City Clerk: NONE.

City Attorney: NONE.

- 7.2: Commissioner Comments: (Information Only – No Action)

Commissioner Strain spoke about the upcoming open house at the Arboretum; the Taste of Hughson; Fruit and Nut Festival and Citywide Yard Sale all on April 30th.

Commissioner Fontana asked if the high density property in Director French's comments would consider utilizing cottage style homes as previously discussed by the Commission.

Commissioner Minyard commented on the distribution of the 20th Century Club funds to local non-profit organizations.

ADJOURNMENT:

Chair McFadon adjourned the meeting at 6:52 P.M.

ALAN MCFADON, Chair

Christine Tallman, Interim City Clerk