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

AGENDA
MONDAY, NOVEMBER 14, 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: Hughson Ministerial Association

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: NONE.

3. CONSENT CALENDAR:

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

3.1: Approve the Minutes of the Regular Meeting of October 24, 2016.

3.2: Approve the Minutes of the Special City Council Meeting November 1, 2016.

3.3: Approve the Warrants Register.

3.4: Approval of the Treasurer's Report for August 2016.

3.5: Approval of the Treasurer's Report: Investment Portfolio Report – August 2016.

3.6: Approval of the Treasurer's Reports for September 2016.

3.7: Approval of the Treasurer's Report: Investment Portfolio Report – September 2016.

3.8: Parks, Recreation and Entertainment Commission Appointment.

3.9: Approval to Adopt Resolution No. 2016-36, Authorizing Hinderliter, de Llamas & Associates to Examine Sales, Use and Transaction Tax Records and Authorizing the City Manager to Execute a Contract with Hinderliter, de Llamas & Associates for Sales and Use Tax Services.

4. UNFINISHED BUSINESS:

4.1: Update on the Proposed West Turlock Subbasin Groundwater Sustainability Agency Formation Pursuant to the California Sustainable Groundwater Management Act (SGMA).

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS:

6.1: Direct Staff to Release a Request for Proposal (RFP) for the Enterprise Resource Planning Software and Implementation.

6.2: Consideration to Accept the Resignation of Planning Commissioner John Luis and Provide Direction to Staff on Filling the Vacant Planning Commission Position.

7. CORRESPONDENCE: NONE.

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: NONE.

ADJOURNMENT:

WAIVER WARNING

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

UPCOMING EVENTS:

November 15	▪ Planning Commission Meeting, City Hall Chambers, 6:00 P.M.
November 19	▪ Hughson Community Thanksgiving Dinner @ Senior Citizen Center, 2:00 P.M. – 4:30 P.M.
November 20	▪ 20th Century Club Arts & Craft Fair @ Hughson High School, 9:00 A.M. – 4:00 P.M.
November 28	▪ City Council Meeting @ City Hall Chambers, 7:00 P.M.
November 24-25	▪ Thanksgiving Holiday, City Hall Closed
December 3	▪ Hughson Christmas Festival, Downtown Hughson Ave, 5:30 P.M.

AFFIDAVIT OF POSTING

DATE: November 9, 2016 **TIME:** 5:00 pm

NAME: Susana Diaz **TITLE:** Deputy City Clerk

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

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

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

Notice Regarding Non-English Speakers:

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

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

Council Agendas: The City Council agenda is now available for public review at the City's website at www.hughson.org and City Clerk's Office,

7018 Pine Street, Hughson, California on the Friday, prior to the scheduled meeting. Copies and/or subscriptions can be purchased for a nominal fee through the City Clerk's Office.

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

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

Meeting Date: **October 24, 2016**
Subject: **Approval of the City Council Minutes**
Presented By: **Susana Diaz, Deputy City Clerk**

Approved By: _____

Staff Recommendation:

Approve the Minutes of the Regular Meeting of October 24, 2016

Background and Overview:

The draft minutes of the October 24, 2016 meeting are prepared for the Council's review.

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.

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

MINUTES
MONDAY, OCTOBER 24, 2016 – 7:00 P.M.

CALL TO ORDER: Mayor Matt Beekman

ROLL CALL:

Present: Mayor Matt Beekman
Mayor Pro Tem Jeramy Young
Councilmember Harold Hill
Councilmember Jill Silva

Absent: Councilmember George Carr

Staff Present: Raul L. Mendez, City Manager
Susana Diaz, Deputy 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

FLAG SALUTE: Mayor Matt Beekman

INVOCATION: Reverend Tim Gravatt

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

No public comment.

2. PRESENTATIONS:

2.1: Stanislaus County Annual Crop Report Presentation.

Milton O'Haire, Stanislaus County, presented to the City Council the Stanislaus County Annual Crop Report.

3. CONSENT CALENDAR:

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

3.1: Approve the Minutes of the Regular Meeting of October 24, 2016.

3.2: Approve the Warrants Register.

3.3: Approve the City of Hughson Treasurer's Report for July 2016.

3.4: Approval of the Treasurer's Report: Investment Portfolio Report – July 2016.

3.5: Approve the "Ground Rules for Meeting Conduct".

3.6: Approval of the Fiscal Year 2015-2016 Year End Adjustments.

3.7: Consideration of the Quarterly City of Hughson Legislative Report.

3.8: Approval of the Professional Services Agreement with J.B. Anderson Planning for the Preparation of Environmental Documents Associated with the Proposed Province Place Residential Subdivision.

BEEKMAN/HILL 4-0 motion passes to approve the Consent Calendar, except item 3.5 which was removed from Consent.

3.5: Approve the "Ground Rules for Meeting Conduct".

City Attorney Schroeder directed staff to include the position of "Mayor" in items denoting the position of "Chairperson" to read "Mayor/Chairperson."

BEEKMAN/SILVA 4-0 motion passes to approve item 3.5 of the Consent Calendar as amended.

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS:

6.1: Direct Staff to Release a Request for Proposals (RFP) for the Preparation of a 1,2,3-Tricholorpropane (TCP) Feasibility Study.

Director French presented the staff report on this item.

HILL/BEEKMAN 4-0 motion passes to direct staff to release a Request for Proposals (RFP) for the preparation of a 1,2,3- Tricholorpropane (TCP) Feasibility Study.

6.2: Authorize Staff to Participate in Negotiations Establishing the Proposed West Turlock Subbasin Groundwater Sustainability Agency and Review and Discuss Matters Pertaining to the California Sustainable Groundwater Management Act (SGMA).

Director French presented the staff report on this item.

BEEMAN/YOUNG 4-0 motion passes to authorize staff to participate in negotiations establishing the proposed West Turlock Subbasin Groundwater Sustainability Agency and review and discuss matters pertaining to the California Sustainable Groundwater Management Act (SGMA).

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager:

City Manager Mendez informed the Council that the State Water Resource Control Board updated the public hearing schedule for the Modesto hearing on the Substitute Environmental Document to December 20, 2016 at Modesto Centre Plaza, 9:00 a.m.

On October 27, 2016 the Hughson Youth Leadership classes will be joining Mayor Beekman and Supervisor Chiesa for a meet and greet session to provide the local youth an opportunity to engage local

leaders in asking questions and gaining a different perspective and better understanding of what it means to be a representative of a City or County.

October 31, 2016 is the Hughson Trunk or Tent and Treat event at Lebright Fields.

November 5, 2016 Italian Nite will be taking place in downtown Hughson at 6:00 p.m.

City Clerk: **Deputy City Clerk Diaz reminded Council and public of the Presidential General Election taking place November 8, 2016.**

Community Development Director: **Director French updated the Council on the Hatch Road/Santa Fe Avenue project. BNSF has confirmed construction work will begin this week.**

Director of Finance: **Director Esenwein advised the Council and public of the Maintenance Worker I and Office Assistant positions currently open for recruitment.**

Director Esenwein will be attending the CSJVRMA Quarterly Meeting on October 28, 2016.

The Financial Management System RFP will be brought forth to Council for consideration on November 14, 2016.

Police Services: **Chief Larry Seymour provided the City Council with the latest Crime Statistic Report. Mayor Beekman and Mayor Pro Tem Young would like Police Services to provide a stronger presence on the social media network Nextdoor.**

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

Councilmember Hill said that he attended the Hughson Homecoming Parade. He also attended the 2+2 Fire District Committee Meeting.

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

Mayor Beekman noted that he attended the StanCOG meeting.

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: Falicitas Martinez v. City of Hughson, Stanislaus Superior Court Case No. 2022079."

9.2: "CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Raul Mendez, City Manager
Employee Organization: Operating Engineers Local Union 3".

10. REPORT FROM CLOSED SESSION:

All of the Councilmembers were present with exception of Councilman Carr who was absent and there was no reportable action on items 9.1 or 9.2.

ADJOURNMENT:

BEEKMAN/HILL 4-0 motion passes to adjourn the meeting at 9:33 P.M.

_____
MATT BEEKMAN, Mayor

_____
SUSANA DIAZ, Deputy City Clerk

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

Meeting Date: **November 1, 2016**
Subject: **Approval of the City Council Minutes**
Presented By: **Susana Diaz, Deputy City Clerk**

Approved By: _____

Staff Recommendation:

Approve the Minutes of the Regular Meeting of November 1, 2016

Background and Overview:

The draft minutes of the November 1, 2016 meeting are prepared for the Council's review.

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.

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

MINUTES
TUESDAY, NOVEMBER 1, 2016 – 6:00 P.M.

CALL TO ORDER: Mayor Matt Beekman

ROLL CALL:

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

Absent:

Staff Present:
Raul L. Mendez, City Manager
Susana Diaz, Deputy 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
Jaime Fountain, City Treasurer

FLAG SALUTE:

INVOCATION:

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

No Public Comment.

2. PRESENTATIONS: **NONE.**

3. CONSENT CALENDAR: **NONE.**

4. UNFINISHED BUSINESS: **NONE.**

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: **NONE.**

6. NEW BUSINESS: **NONE.**

7. CORRESPONDENCE: **NONE.**

8. COMMENTS: **NONE.**

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

9.1: "CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Raul Mendez, City Manager
Employee Organization: Operating Engineers Local Union 3".

10. REPORT FROM CLOSED SESSION:

All of the Councilmembers were present, with the exception of Mayor Pro Tem Young who exited closed session at 6:35 P.M. and there was no reportable action.

ADJOURNMENT:

BEEKMAN/HILL 4-0 motion passes to adjourn the meeting at 7:06 P.M.

_____
MATT BEEKMAN, Mayor

_____
SUSANA DIAZ, Deputy City Clerk

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

Meeting Date: **November 14, 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 October 19, 2016 through November 9, 2016.

Fiscal Impact:

There are reductions in various funds for payment of expenses.

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REPORT.: Nov 09 16 Wednesday
RUN....: Nov 09 16 Time: 11:55
Run By.: Lisa Whiteside

City of Hughson
Cash Disbursement Detail Report
Check Listing for 10-16 Bank Account.: 0100

ID #: PY-DP
CTL.: HUG

Check Number	Check Date	Vendor Number	Name	Net Amount	Payment Information Invoice #	Description
48487	10/19/2016	WIL05	WILLE ELECTRIC	$ 213.82	S1710178	REPLACEMENT LIGHT FOR HUGHSON AVE
				$ 255.56	S1730656	3 ROLLS OF 500FT WIRE FOR SEWER POWER LINES
				$ 133.56	S1732096	REPLACEMENT FUSES FOR PLANT EQUIPT.
				$ 984.61	S1746285	ELECT. EQUIP & TOOLS NEEDED FOR STREETLIGHT REPAIR
			Check Total:	$ 1,587.55		
48488	10/25/2016	COR02	CORTES, SANDY	$ 49.99	B61024	1000 8" LUMISTICK GLOW FOR TRUNK OR TREAT 2016
48489	10/25/2016	GOM01	GOMEZ, ALYSIA	$ 483.30	B61024	HOTEL ACCOMM. WHILE ATTENDING THE CACEO SEMINAR
48490	10/25/2016	PIO01	PIONEER MARKET	$ 500.00	B61024	CANDY FOR TRUNK OR TENT & TREAT EVENT 2016
48491	10/27/2016	AFL01	AFLAC	$ 796.67	362471	AFLAC
48492	10/27/2016	BAY02	BAY ALARM CO	$ 164.13	B61026	MONITORING ALARMS WWTP
48493	10/27/2016	BER02	BERGMAN LANDSCAPE, INC	$ 5,026.11	13909	REVISE IRRIGA AND VALVES FOR BASKETBALL COURT
48494	10/27/2016	CAL32	CSMFO	$ 20.00	B61026	CSMFO CHAPTER MEETING
48495	10/27/2016	CON14	CONDOR EARTH TECHNOLOGIES	$ 3,872.09	74066	PROFESSIONAL SERVICES FOR 9/9/16-9/23/16
48496	10/27/2016	EAS01	EAST STANISLAUS RESOURCE	$ 1,405.00	16-CNSLT2	CONTRACT SERVICES 9/4/16-9/17/2016
				$ 2,180.00	16-CNSLT3	CONTRACT SERVICES 9/18/16 -0.078125
				$ 756.41	16-JRCHEF	CONTRACT SERVICES 9/1/16-9/22/2016
			Check Total:	$ 4,341.41		
48497	10/27/2016	EVA00	EVANS, JILLIAN	$ 100.00	B61026	DAMAGE DEPOSIT-PARK
48498	10/27/2016	FAR07	FARIAS, ROSA	$ 100.00	B61026	DAMAGE DEPOSIT-PARK
48499	10/27/2016	GOV03	GOVINVEST	$ 900.00	1078	GASB 68 INDIVIDALIZED REPORTS
48500	10/27/2016	GRA01	GRAND FLOW	$ 482.26	137225	REMINDER NOTICE BLUE
				$ 241.73	137310	BUSINESS LICENSE CERT
				$ 241.91	137311	B/L RENEWAL
				$ 313.47	137312	A/P CHECKS
			Check Total:	$ 1,279.37		

48501	10/27/2016	HUG11	HUGHSON FARM SUPPLY	$ 46.69	H193675	MISC ITEMS AND SUPPLIES
				$ 209.55	H194837	REPLACEMENT BATTERY AND BLADES FOR RIDING MOWER
				$ 2.77	H195325	MISC PARTS AND SUPPLIES FOR WATER

			Check Total:	$ 259.01		
48502	10/27/2016	LAY00	LAYMAN ELECTRIC INC.	$ 1,158.53	59157	ELECTRICAL WORK FOR NEW BASKETBALL COURT LIGHTING
48503	10/27/2016	LEA01	LEAGUE OF CALIF. CITIES	$ 25.00	B61026	LEAGUE OF CA CITIES 2016 WEBINAR
48504	10/27/2016	QUI03	QUICK N SAVE	$ 159.50	1-8842	FUEL
48505	10/27/2016	SAF01	SAFETLITE	$ 114.59	329385	WATER WRENCHES NEEDED FOR PW TRUCKS/ ASSIST WATER
				$ (47.03)	329591C	CREDIT RETURN

			Check Total:	$ 67.56		
48506	10/27/2016	SHR02	SHRED-IT USA LLC	$ 6.79	812098953	SHREDDING
48507	10/27/2016	SYN02	SYNAGRO WEST, LLC	$ 4,014.65	30-104208	SLUDGE REMOVAL
48508	10/27/2016	TAF00	TAFOLLA, RAMON	$ 210.00	B61026	DAMAGE DEPOSIT-SR. CENTER
48509	10/27/2016	TID01	TURLOCK IRRIGATION DIST.	$ 32,202.74	B61026	ELECTRIC
48510	10/27/2016	UND01	UNDERGROUND SERVICE ALERT	$ 161.20	16070210	3 YR 811 MEMBERSHIP PLAN 2016-2019
48511	10/27/2016	WIL01	CORBIN WILLITS SYSTEM	$ 571.40	B610151	ENHANCEMENT AND SERVICE FEE

			Cash Account Total:	$ 58,057.00		

			Total Disbursements:	$ 58,057.00		
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City of Hughson
Cash Disbursement Detail Report
Check Listing for 11-16 Bank Account.: 0100

Check Number	Check Date	Vendor Number	Name	Net Amount	Payment Information Invoice #	Description
48512	11/1/2016	CSM00	CSMFO	$ 475.00	172212	CSMFO ANNUAL TRAINING
48513	11/1/2016	EMP01	STATE OF CALIFORNIA	$ 1,443.08	B61028	PAYROLL TAXES
48514	11/1/2016	HAR02	THE HARTFORD	$ 408.76	B61028	DEFERRED COMPENSATION
48515	11/1/2016	RIV03	V. RIVERA CONCRETE	$ 41,479.00	1034B	BASKETBALL COURT PROJECT
48516	11/1/2016	STE07	STEELEY, JARED WATER & WA	$ 2,622.50	6537	CONSULTING SERVICES
48517	11/1/2016	UNI07	UNITED WAY OF STANISLAUS	$ 29.00	B61028	UNITED WAY
48518	11/3/2016	COG00	COGDILL	$ 3,500.00	B61103	APPRISAL SERVICES
48519	11/3/2016	ESE00	ESENWEIN, SHANNON	$ 11.08	B61103	RMA MEETING-LUNCH
48520	11/3/2016	EXP00	EXPRESS PERSONNEL SERVICE	$ 2,001.13	177500634	EXTRA HELP
				$ 1,819.47	177808813	EXTRA HELP
				$ 1,886.38	178095063	EXTRA HELP
				$ 1,656.10	178434916	EXTRA HELP
				$ 2,229.22	178759940	EXTRA HELP
				$ 1,884.80	179715206	EXTRA HELP
				$ 1,776.13	180037566	EXTRA HELP
			Check Total:	$ 13,253.23		
48521	11/3/2016	PIZ01	PIZZA FACTORY	$ 383.64	B61103	MEET AND GREET & TRUNK OR TREAT
48522	11/3/2016	RIV03	V. RIVERA CONCRETE	$ 6,796.38	1055	12 LOADS 1 1/2" CRUSHED ROCK
48523	11/9/2016	ALL07	ALLEY INSURANCE SERVICE,	$ 592.00	1023	HEALTH PLAN CONSULTING 11/16
48524	11/9/2016	ATT02	AT&T MOBILITY	$ 194.42	B61108	PHONES
48525	11/9/2016	ATT03	AT&T	$ 559.89	8778082	PHONES
48526	11/9/2016	BRE01	W.H. BRESHEARS	$ 544.90	285635	DIESEL
48527	11/9/2016	CHA01	CHARTER COMMUNICATION	$ 191.81	B61108	IP ADDRESS - PINE ST
48528	11/9/2016	CON14	CONDOR EARTH TECHNOLOGIES	$ 3,578.38	74177	PROFESSIONAL SERVICES
48529	11/9/2016	CSM00	CSMFO	$ 110.00	59935	2017 DUES RENEWAL-DUES
48530	11/9/2016	EZN00	EZ NETWORK SOLUTIONS	$ 446.98	32061	OFF SITE DATA STORAGE
				$ 390.10	32168	OFF SITE DATA STORAGE
				$ 2,567.95	TS32107	IT SERVICES
			Check Total:	$ 3,405.03		
48531	11/9/2016	FAR03	FARMERS BROTHERS COFFEE	$ 110.14	64359273	COFFEE
48532	11/9/2016	GIB00	GIBBS MAINTENANCE CO	$ 1,293.50	20393	JANITOR SERVICES FOR 10/16
48533	11/9/2016	GIL01	GILTON SOLID WASTE MANAGE	$ 1,803.75	HUGHSS003	STREET SEEPING OCTOBER 2016
48534	11/9/2016	GRA10	GRANITE TELECOMMUNICATION	$ 1,657.18	375831016	PHONES
48535	11/9/2016	HUG03	HUGHSON CHRONICLE	$ 500.00	109442	B&W AD-PUBLISH 8/16,23,30
48536	11/9/2016	HUG08	CITY OF HUGHSON	$ 420.63	B61108	LLD WATER SERVICE
48537	11/9/2016	HUG34	VALLEY PARTS WAREHOUSE, I	$ 42.69	187978	SMALL MATERIAL NEEDED
48538	11/9/2016	KUB00	KUBWATER RESOURCES, INC	$ 3,264.87	6122	4-ZETAG8868 FS 200KG OR 4
48539	11/9/2016	NEU01	NEUMILLER & BEARDSLEE	$ 1,600.00	280201	PROFESSIONAL SERVICES
				$ 7,549.86	280694	PROFESSIONAL SERVICES
			Check Total:	$ 9,149.86		

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48540	11/9/2016	OPE01	OPERATING ENGINEERS LOCAL	$	245.00	B61108	LOCAL UNION #3 DUES
48541	11/9/2016	PGE01	PG & E	$	137.41	B61108	ACCT 74281789268 AND 2011
48542	11/9/2016	PIM01	PIMENTEL MORENO, ERICA	$	100.00	B61108	PARK DAMAGE DEPOSIT
48543	11/9/2016	QUI03	QUICK N SAVE	$	42.61	B61108	DIESEL
48544	11/9/2016	RAY06	RAY A. MORGAN COMPANY	$	582.38	19602752	COPIER LEASE
48545	11/9/2016	SAN05	SAN JOAQUIN VALLEY	$	38.00	N117646	16/17 ANNUAL PERMITS
48546	11/9/2016	SHO02	SHORE CHEMICAL COMPANY	$	1,413.19	46764	CHLORINE
48547	11/9/2016	TID01	TURLOCK IRRIGATION DIST.	$	421.43	B61108	ASSESSMENT PARCEL# 018064
48548	11/9/2016	VAL19	VALDOVINOS, SONIA	$	210.00	B61108	SENIOR CENTER DAMAGE/KEY DEPOSIT
48549	11/9/2016	VAS04	VASQUEZ, JOSE	$	172.13	B61108	SAFETY BOOTS
48550	11/9/2016	WAR00	WARDEN'S OFFICE	$	741.69	1913251	OFFICE SUPPLIES

Cash Account Total: $101,924.56

Total Disbursements: $101,924.56

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CITY OF HUGHSON AGENDA ITEM NO. 3.4
SECTION 3: CONSENT CALENDAR

Meeting Date: **November 14, 2016**
Subject: **Approval of the Treasurer's Reports – August 2016**
Presented By: **Jaime C. Fountain, City Treasurer**

Approved By: _____

Staff Recommendation:

Review and approve the City of Hughson Treasurer's Report for August 2016.

Summary:

The City Treasurer is required to review the City's investment practices and approve the monthly Treasurer's report. Enclosed is the City of Hughson's Treasurer's Report for August 2016. As of August 2016, the City of Hughson's total cash and investment balance is $14,615,846.00 and is in compliance with the City's investment policy. The City has sufficient cash flow to meet the City's expected expenditures for the next six months.

Background and Overview:

The Treasurer report for August 2016 reflects the most current representation of the City's funds and investments and provides a necessary outlook for both past, present, and future investment and spending habits. While investments and funds differ from time to time, it is the goal of the City to maintain safety and stability with its funds, while additionally promoting prudence and growth.

Enclosed is the City of Hughson Treasurer's Report for August 2016 along with supplementary graphs depicting the percentage of the City's total funds, a breakdown of the August 2016 Developer Impact Fees, and an additional line plot graph further demonstrating the Developer Impact Fees. This graph depicts the Developer Impact Fees' actual balance for the past five years, and continues with a projection based on the average rate of change for each fund over the next few years. After review and evaluation of the report, City staff has researched funds with a significant deficit balance and submit the following detailed explanation:

Public Facilities Development Streets Fund:

The Public Facilities Development Streets Fund currently reflects a negative balance of ($190,638.63), reflecting a positive difference of $24,080.00 or an 11.21% increase from the previous year. The deficit is a result of the Euclid Bridge Project, which was constructed in Fiscal Year 2006/2007, for approximately $1.3 million. The project was completed in anticipation of funding from Developer Impact Fees collected from new development. Unfortunately, the housing market declined significantly and the new development never materialized. As the economy strengthens and new building continues, the City can recognize additional developer impact fees and reduce the deficit more quickly.

Water Developer Impact Fee Fund:

The Water Developer Impact Fee Fund currently reflects a negative balance of ($254,082.44), reflecting a positive difference of $60,848.00 or a 19.32% increase from the previous year. After extensive review, City staff discovered that the remaining deficit is attributable to settlement arrangements that were made in Fiscal Year 2008/2009 and Fiscal Year 2009/2010 for the Water Tank on Fox Road near Charles Street. The Project Cost of the Water Tower Project was $2,400,000. During that period, the City paid out $650,000 in settlements. This account will be in a deficit position until additional development occurs and developer impact fees are collected to cover those unanticipated settlement costs.

Based on a review of Water Development and Street funds, City staff expects development in the Feathers Glen (42 units) and Euclid South (69 units) subdivisions, or about 110 units to be built to see a positive balance in the Water and Street Development funds. The Euclid North (50 units) subdivision is expected to follow shortly thereafter. These units reflect the areas that are most likely to see development within the City limits—with construction in Feathers Glen already in progress and under construction.

Transportation Capital and CDBG Street Project Fund:

The Transportation Capital Project Fund currently reflects a negative balance of ($226,329.82), reflecting a negative difference of $39,772.11 or a 21.32% decrease from the previous year. The CDBG Street Project Fund currently reflects a negative balance of ($56,968.17) reflecting a negative difference of $5,447.61 or a 10.57% decrease from the previous year. The City received $148,271 in April for the Hughson Avenue project. Currently, the City is pending reimbursement for the Tully Road project. As the City continues to produce transportation and street projects, these funds will likely continue to show a negative balance. City staff will continue to monitor and report the status of these reimbursements as the funds become available.

Fiscal Impact:

As of August 2016, the total cash and investments balance for the City of Hughson is $14,615,846.00. This compares to August 2015's total cash and investments balance of $13,375,719.89 demonstrating a $1,240,126.11 or a 9.27% increase.

City of Hughson
Treasurer's Report
August 2016

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	$ 11,586,032.61	$ 515,997.17	$ -	$ 12,102,029.78
Adjustment-Direct Deposit Payroll	$ -			$ -
Outstanding Deposits +	$ 16,016.66		$ -	$ 16,016.66
Outstanding Checks/transfers -		$ (143,705.78)	$ -	$ (143,705.78)
ADJUSTED TOTAL	$ 11,602,049.27	$ 372,291.39	$ -	$ 11,974,340.66
Investments: Various				$ 1,070,036.23
Multi-Bank WWTP				$ 1,492,361.31
Investments: L.A.I.F.		$ 39,616.90	$ 39,490.90	$ 79,107.80
TOTAL CASH & INVESTMENTS				**$ 14,615,846.00**

	Books - All Funds	August 2015	August 2016	Difference	% of Varience
2	Water/Sewer Deposit	56,799.47	59,637.25	2,837.78	5.00%
8	Vehicle Abatement	13,874.55	11,108.55	-2,766.00	-19.94%
11	Traffic Congestion Fund	151,783.40	112,130.96	-39,652.44	-26.12%
13	Redevelopment - Debt Service	-11,362.62	198,278.66	209,641.28	1845.01%
17	Federal Officer Grant	6,620.00	6,620.00	0.00	0.00%
18	Public Safety Realignment	28,476.76	35,722.01	7,245.25	25.44%
19	Asset Forfeiture	6,995.43	6,995.43	0.00	0.00%
25	Gas Tax 2106	-8,688.99	-5,566.66	3,122.33	35.93%
30	Gas Tax 2107	22,628.71	21,337.61	-1,291.10	-5.71%
31	Gas Tax 2105	40,883.26	52,330.38	11,447.12	28.00%
35	Gas Tax 2107.5	3,672.14	1,672.14	-2,000.00	-54.46%
40	General Fund	1,582,083.81	2,168,240.84	586,157.03	37.05%
401	General Fund Contingency Reserve	674,085.41	676,372.76	2,287.35	0.34%
43	Trench Cut	75,845.00	76,443.60	598.60	0.79%
48	Senior Community Center	9,098.06	-1,804.03	-10,902.09	-119.83%
49	IT Reserve	77,048.12	99,192.31	22,144.19	28.74%
50	U.S.F. Resource Com. Center	2,607.31	6,211.72	3,604.41	138.24%
51	Self-Insurance	73,703.49	73,303.49	-400.00	-0.54%
53	SLESF (Supplemental Law Enforcement Services Fund)	4,054.65	27,607.44	23,552.79	580.88%
54	Park Project	554,070.71	587,974.68	33,903.97	6.12%
60	Sewer O & M	2,464,917.38	2,829,527.53	364,610.15	14.79%
61	Sewer Fixed Asset Replacement	2,785,383.35	3,244,361.91	458,978.56	16.48%
66	WWTP Expansion 2008	10,117.54	-183,190.26	-193,307.80	-1910.62%
69	LTF Non Motoriz	5,208.00	749.00	-4,459.00	-85.62%
70	Local Transportation	259,307.03	138,032.34	-121,274.69	-46.77%
71	Transportation	-186,557.71	-226,329.82	-39,772.11	-21.32%
100/200	LLD's and BAD's	165,333.42	203,041.81	37,708.39	22.81%
80	Water O & M	250,113.25	310,068.34	59,955.09	23.97%
801	Water TCP123	0.00	19,637.70	19,637.70	n/a
82	Water Fixed Asset Replacement	729,864.57	539,650.17	-190,214.40	-26.06%
88	PW CDBG Street Project	-51,520.56	-56,968.17	-5,447.61	-10.57%
80	Water Reserve-USDA GRANT	21,524.50	21,524.50	0.00	0.00%
90	Garbage/Refuse	192,262.51	120,160.67	-72,101.84	-37.50%
91	Misc. Grants	0.00	0.00	0.00	0.00%
92	98-EDBG-605 Small Bus. Loans	93,595.60	93,595.60	0.00	0.00%
94	96-EDBG-438 Grant	403.43	403.43	0.00	0.00%
95	94-STBG-799 Grant	160,270.27	162,695.93	2,425.66	1.51%
96	HOME Program Grant (FTHB)	35,041.19	35,041.19	0.00	0.00%
97	96-STBG-1013 Grant	195,888.50	199,939.13	4,050.63	2.07%
98	HOME Rehabilitation Fund	40,000.00	40,000.00	0.00	0.00%
	Developer Impact Fees ***	2,840,288.95	2,910,095.86	69,806.91	2.46%
	TOTAL ALL FUNDS:	**13,375,719.89**	**14,615,846.00**	1,240,126.11	9.27%
	Break Down of Impact Fees ***				
10	Storm Drain	351,032.16	302,321.02	-48,711.14	-13.88%
20	Community Enhancement	94,789.16	89,946.51	-4,842.65	-5.11%
41	Public Facilities Development	1,441,312.84	1,414,684.43	-26,628.41	-1.85%
42	Public Facilities Development-Streets	-214,718.63	-190,638.63	24,080.00	11.21%
55	Parks DIF	417,901.12	416,461.30	-1,439.82	-0.34%
62	Sewer Developer Impact Fees	1,064,902.74	1,131,403.67	66,500.93	6.24%
81	Water Developer Impact Fees	-314,930.44	-254,082.44	60,848.00	19.32%
	Break Down of Impact Fees ***	**2,840,288.95**	**2,910,095.86**	69,806.91	2.46%

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

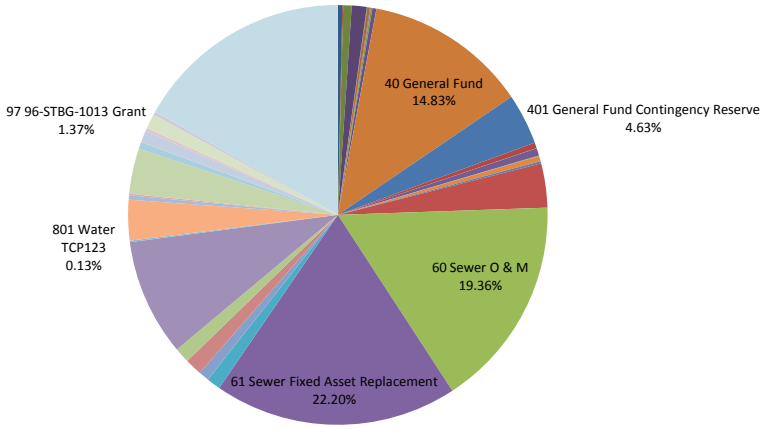
Jaime C. Fountain, Treasurer

Date

Treasurer's Report - Charts and Graphs
August 2016

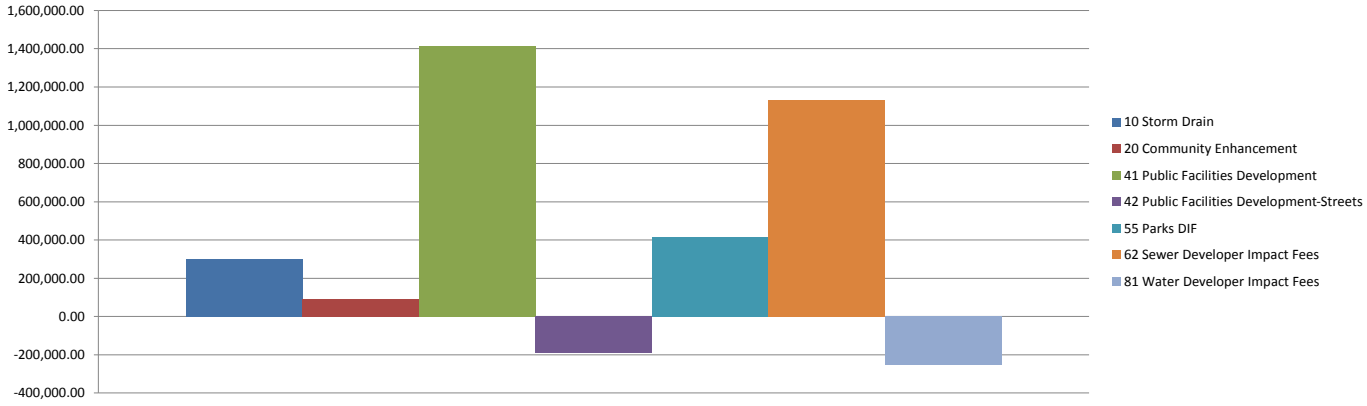
Percentage of all Funds for August 2016

Note:
Data displayed represents largest percentage of City funds. All other funds represent less than 5% of the City's total Cash and Investments.



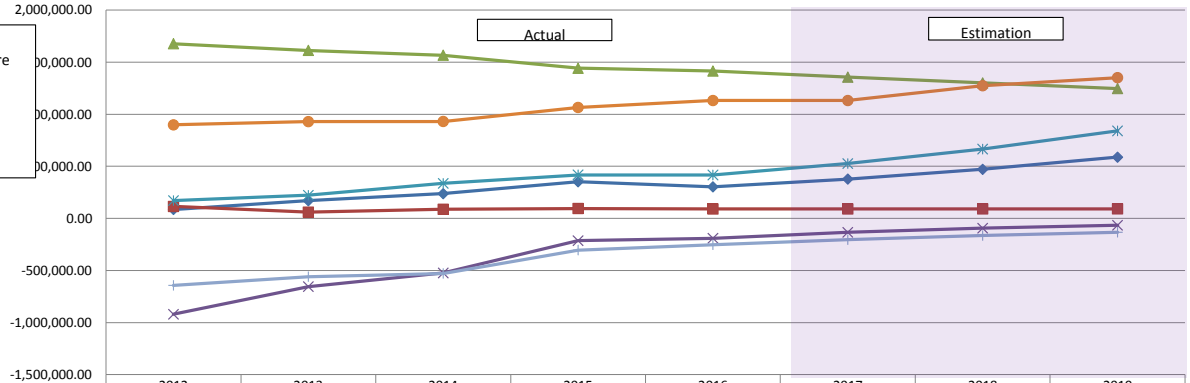
- 2 Water/Sewer Deposit
- 8 Vehicle Abatement
- 11 Traffic Congestion Fund
- 13 Redevelopment - Debt Service
- 17 Federal Officer Grant
- 18 Public Safety Realignment
- 19 Asset Forfeiture
- 25 Gas Tax 2106
- 30 Gas Tax 2107
- 31 Gas Tax 2105
- 35 Gas Tax 2107.5
- 40 General Fund
- 401 General Fund Contingency Reserve
- 43 Trench Cut
- 48 Senior Community Center
- 49 IT Reserve
- 50 U.S.F. Resource Com. Center
- 51 Self-Insurance
- 53 SLESF (Supplemental Law Enforcement Services Fund)
- 54 Park Project
- 60 Sewer O & M
- 61 Sewer Fixed Asset Replacement
- 66 WWTP Expansion 2008
- 69 LTF Non Motoriz
- 70 Local Transportation
- 71 Transportation
- 100/200 LLD's and BAD's
- 80 Water O & M
- 801 Water TCP123
- 82 Water Fixed Asset Replacement
- 88 PW CDBG Street Project
- 80 Water Reserve-USDA GRANT
- 90 Garbage/Refuse
- 91 Misc. Grants
- 92 98-EDBG-605 Small Bus. Loans
- 94 96-EDBG-438 Grant
- 95 94-STBG-799 Grant
- 96 HOME Program Grant (FTHB)
- 97 96-STBG-1013 Grant
- 98 HOME Rehabilitation Fund
- 98 Developer Impact Fees ***

August 2016 Breakdown of Developer Impact Fees



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

Note:
Calculated estimations are based on each fund's average annual rate of change.



	2012	2013	2014	2015	2016	2017	2018	2019
Storm Drain	85,495.27	169,246.36	236,767.40	350,980.28	302,321.02	377,165.36	470,538.60	587,027.86
Community Enhancement	114,113.22	59,627.77	87,193.07	94,789.16	89,946.51	90,415.37	90,886.68	91,360.44
Public Facilities Development	1,676,822.04	1,612,807.64	1,566,955.87	1,441,099.85	1,414,684.43	1,356,238.63	1,300,207.45	1,246,491.12
Public Facilities Development-Streets	-920,858.33	-655,477.33	-524,208.05	-214,718.63	-190,638.63	(133,876.22)	(94,014.74)	(66,021.97)
Parks DIF	170,756.69	222,010.46	335,947.76	417,839.37	416,461.30	526,180.99	664,807.12	839,955.29
Sewer Developer Impact Fees	897,476.41	928,771.81	930,434.13	1,064,745.37	1,131,403.67	1,131,404.73	1,273,415.88	1,350,972.79
Water Developer Impact Fees	-643,260.91	-559,830.40	-528,788.23	-304,322.82	-254,082.44	(204,871.25)	(165,191.39)	(133,196.80)

CITY OF HUGHSON AGENDA ITEM NO. 3.5
SECTION 3: CONSENT CALENDAR

Meeting Date: **November 14, 2016**
Subject: **Approval of the Treasurer's Report: Investment Portfolio Report – August 2016**
Presented By: **Jaime C. Fountain, City Treasurer**

Approved By: _____

Staff Recommendation:

Review and approve the City of Hughson Treasurer's Report: Investment Portfolio Report for August 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 August 2016 and is provided as a supplementary document to the monthly Treasurer's report. As of August 2016, the City of Hughson's investment total is $2,641,505.34 and has a total cash and investment balance of $14,615,846.00. 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 August 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 August 26, 2016. The two L.A.I.F. accounts share a combined balance of $79,107.80, comprising of only 2.99% 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 August 2016, the total investments balance for the City of Hughson is $2,641,505.34 accounting for 18.07% of the City's total cash and investments. The total cash and investment amount is $14,615,846.00. Of the amounts invested, 2.26% is invested in Cash, Money, Funds, and Bank Deposits, 2.99% is invested in L.A.I.F. investments, and 94.75% 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
August 2016

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	$ 11,586,032.61	$ 515,997.17	$ -	$ 12,102,029.78
Adjustment-Direct Deposit Payroll		$ -		$ -
Outstanding Deposits +	$ 16,016.66		$ -	$ 16,016.66
Outstanding Checks/transfers -		$ (143,705.78)	$ -	$ (143,705.78)
ADJUSTED TOTAL	$ 11,602,049.27	$ 372,291.39	$ -	$ 11,974,340.66
Investments: Various				$ 1,070,036.23
Multi-Bank WWTP				$ 1,492,361.31
Investments: L.A.I.F.		$ 39,616.90	$ 39,490.90	$ 79,107.80
Total Investments				**$ 2,641,505.34**
Total Cash & Investments				$ 14,615,846.00

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 Governmnet 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:			$ 10,559.11	$ 10,559.11	$ -	0.99%
Total:			$ 10,559.11	$ 10,559.11	$ -	

Fixed Income (Certificate of Deposits)	Maturity Dates	Months til Maturity *Statement Period (08/01/16 - 08/31/16)*	Quantity	Market Price	Market Value	Interest Accrued	Rate of Return	% of Portfolio
GE Cap Finl Inc Retail CTF Dep	09/30/11 - 09/30/16	≈ 1 mo.	$ 115,000.000	$ 100.1020	$ 115,117.30	$ 970.41	1.990%	10.76%
Goldman Sachs BK USA New York CTF DEP DTD	11/16/11 - 11/16/16	≈ 3 mo.	$ 53,000.000	$ 100.3030	$ 53,160.59	$ 318.51	2.030%	4.97%
GE Cap Inc Retail CTF Dep Program Book	05/04/12 - 05/04/17	≈ 9 mo.	$ 100,000.000	$ 100.7640	$ 100,764.00	$ 565.75	1.730%	9.42%
American Express Centurion BK CTF DEP	05/09/13 - 05/09/18	≈ 21 mo.	$ 100,000.000	$ 100.7530	$ 100,753.00	$ 349.73	1.140%	9.42%
Belmont SVGS BK Mass	11/13/14 - 11/13/18	≈ 27 mo.	$ 27,000.000	$ 101.7090	$ 27,461.43	$ 126.12	1.520%	2.57%
Ally Bank Midvalue Utah CTF DEP ACT/365	01/28/16 - 01/28/19	≈ 29 mo.	$ 76,000.000	$ 101.5330	$ 77,165.08	$ 106.19	1.470%	7.21%
State BK India York NY	09/11/14 - 09/11/19	≈ 37 mo.	$ 55,000.000	$ 102.6370	$ 56,450.35	$ 560.47	2.100%	5.28%
American Express Fed SVGS BK CTF DEP	10/16/14 - 10/16/19	≈ 38 mo.	$ 30,000.000	$ 102.9380	$ 30,881.40	$ 242.10	2.090%	2.89%
Discover BK Greenwood Del CTF	10/16/14 - 10/16/19	≈ 38 mo.	$ 100,000.000	$ 102.9380	$ 102,938.00	$ 806.99	2.090%	9.62%
American Express Centurion BK CTF DEP	12/04/14 - 12/04/19	≈ 40 mo.	$ 80,000.000	$ 103.3280	$ 82,662.40	$ 424.33	2.130%	7.73%
Capital One NATL ASSN MCLEAN VA CTF	11/04/15 - 11/04/20	≈ 51 mo.	$ 91,000.000	$ 103.6970	$ 94,364.27	$ 637.87	2.080%	8.82%
Captial One BK USA NATL ASSN Glen Allen	11/04/15 - 11/04/20	≈ 51 mo.	$ 100,000.000	$ 103.6970	$ 103,697.00	$ 700.96	2.080%	9.69%
Dicover BK Greenwood Del CTF	11/04/15 - 11/04/20	≈ 51 mo.	$ 110,000.000	$ 103.6930	$ 114,062.30	$ 788.99	2.130%	10.66%
Total CDs					$ 1,059,477.12	$ 6,598.42		99.01%
Total Investments: Various Holdings					$ 1,070,036.23	$ 6,598.42		100.00%
Total Portfolio Investment								**40.51%**

*Multi-Bank WWTP - ***934*

Description	Maturity Dates	Quantity	Opening Balance	Closing Balance	Interest Accrued	% of Portfolio
Cash, Money, Funds, and Bank Deposits:			$ 17,939.42	$ 18,895.66	$ -	1.27%
Total:			$ 17,939.42	$ 18,895.66	$ -	

Fixed Income (Certificate of Deposits)	Maturity Dates	Months til Maturity *Statement Period (08/01/16 - 08/31/16)*	Quantity	Market Price	Market Value	Interest Accrued	Rate of Return	% of Portfolio
GE CAP Finl Inc Retail CTF DEP	09/30/11 - 09/30/16	≈ 1 mo.	$ 31,000.000	$ 100.1020	$ 31,031.62	$ 261.59	1.990%	2.08%
Goldman Sachs BK USA New York CTF DEP DTD	11/23/11 - 11/23/16	≈ 3 mo.	$ 107,000.000	$ 100.3320	$ 107,355.24	$ 600.96	2.030%	7.19%
Discover Bk Greenwood DEL	05/08/13 - 05/08/18	≈ 21 mo.	$ 40,000.000	$ 100.7520	$ 40,300.80	$ 144.93	1.140%	2.70%
American Express Centurion Bk CTF DEP	05/09/13 - 05/09/18	≈ 21 mo.	$ 57,000.000	$ 100.7530	$ 57,429.21	$ 199.34	1.140%	3.85%
Firstbank P R Santuce	05/10/13 - 05/10/18	≈ 21 mo.	$ 250,000.000	$ 100.7550	$ 251,887.50	$ 151.03	1.040%	16.88%
State BK India Chicago ILL CTF DEP	12/18/13 - 12/18/18	≈ 28 mo.	$ 25,000.000	$ 102.2040	$ 25,551.00	$ 103.90	2.000%	1.71%
GE CAP Retail BK Draper Utah Instl	01/10/14 - 01/10/19	≈ 29 mo.	$ 95,000.000	$ 102.2160	$ 97,105.20	$ 257.15	1.850%	6.51%
First Sentry BK Inc Huntingtion West VA	03/08/13 - 03/08/19	≈ 31 mo.	$ 46,000.000	$ 100.2430	$ 46,111.78	$ 33.33	1.150%	3.09%
GE CAP Retail BK Draper Utah Instl	03/21/14 - 03/21/19	≈ 31 mo.	$ 80,000.000	$ 102.3650	$ 81,892.00	$ 692.38	1.900%	5.49%
JP Morgan Chase BK NA Columbus Ohio CTF	04/30/15 - 04/30/19	≈ 32 mo.	$ 100,000.000	$ 100.1480	$ 100,148.00	$ 4.11	1.490%	6.71%
Barclays BK Del Wilmington CTF Dep	05/28/14 - 05/28/19	≈ 33 mo.	$ 40,000.000	$ 102.2340	$ 40,893.60	$ -	0.000%	2.74%
Goldman Sachs BK USA New York CTF UT CTF DEP	06/04/14 - 06/04/19	≈ 34 mo.	$ 80,000.000	$ 102.3550	$ 81,884.00	$ 385.75	1.950%	5.49%
Sallie Mae BK Salt Lake City UT CTF DEP	10/08/14 - 10/08/19	≈ 38 mo.	$ 50,000.000	$ 102.9620	$ 51,481.00	$ 427.05	2.090%	3.45%
State BK India Chicago ILL	10/14/14 - 10/15/19	≈ 38 mo.	$ 54,000.000	$ 102.9710	$ 55,604.34	$ 431.85	2.040%	3.73%
Sallie Mae BK Salt Lake City UT CTF DEP	10/22/14 - 10/22/19	≈ 38 mo.	$ 83,000.000	$ 102.9430	$ 85,442.69	$ 640.46	2.090%	5.73%
Wells Fargo BK N A San Francisco Calif	04/30/15 - 04/30/20	≈ 44 mo.	$ 100,000.000	$ 100.5470	$ 100,547.00	$ 109.59	1.240%	6.74%
Captial One BK USA NATL ASSN Glen Allen	11/04/15 - 11/04/20	≈ 50 mo.	$ 211,000.000	$ 103.6970	$ 218,800.67	$ 1,479.02	2.080%	14.66%
Total CDs					$ 1,473,465.65	$ 5,922.44		98.73%
Total Multi-Bank WWTP Holdings					$ 1,492,361.31	$ 5,922.44		100.00%
Total Portfolio Investment								**56.50%**

L.A.I.F. Investments

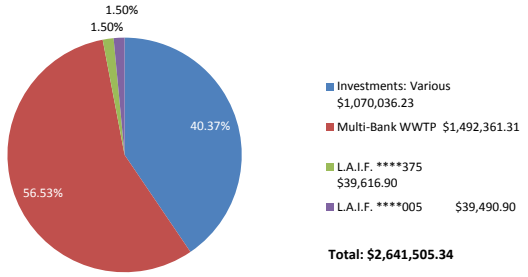
Account #	*Quarter End Principal Balance as of 08/26/2016*	*Quarterly Interest Earned as of 08/26/2016*	*Interest Rate*	*Total*	*% of Investment*
****375	$ 39,563.08	$ 53.82	0.37%	$ 39,616.90	50.08%
****005	$ 39,437.25	$ 53.65	0.37%	$ 39,490.90	49.92%
Total L.A.I.F Investments Holdings				$ 79,107.80	100.00%
Total Portfolio Investment					**2.99%**

Jaime C. Fountain, Treasurer

Date

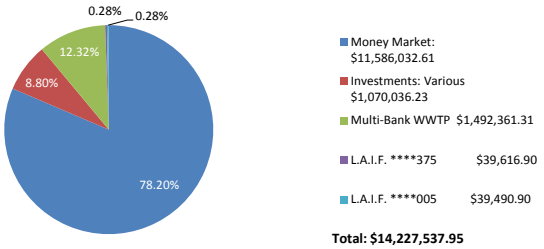
Charts and Graphs

Total Portfolio of Investments by Account
August 2016



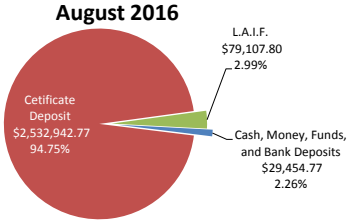
Total: $2,641,505.34

Total Portfolio of Investment (Including Money Market Cash)
August 2016



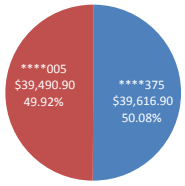
Total: $14,227,537.95

Total Portfolio of Investments by Type
August 2016



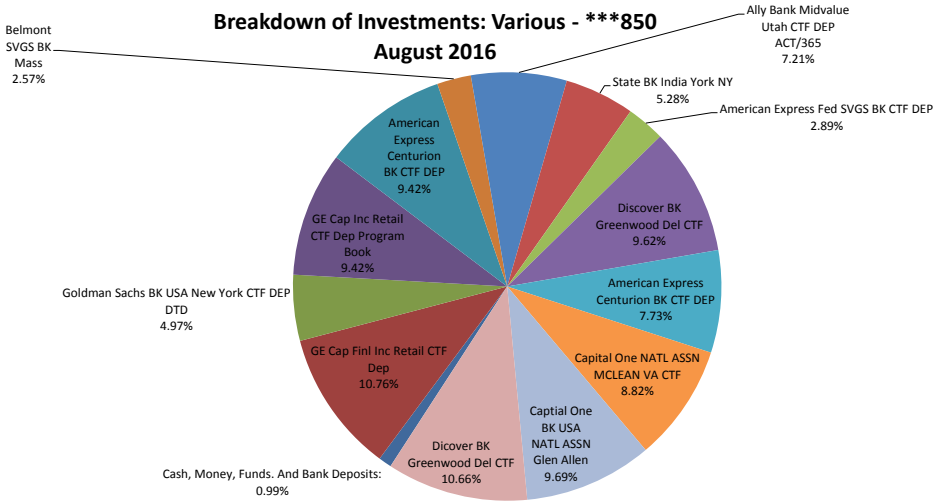
Total: $2,641,505.34

Breakdown of L.A.I.F. Investments
August 2016

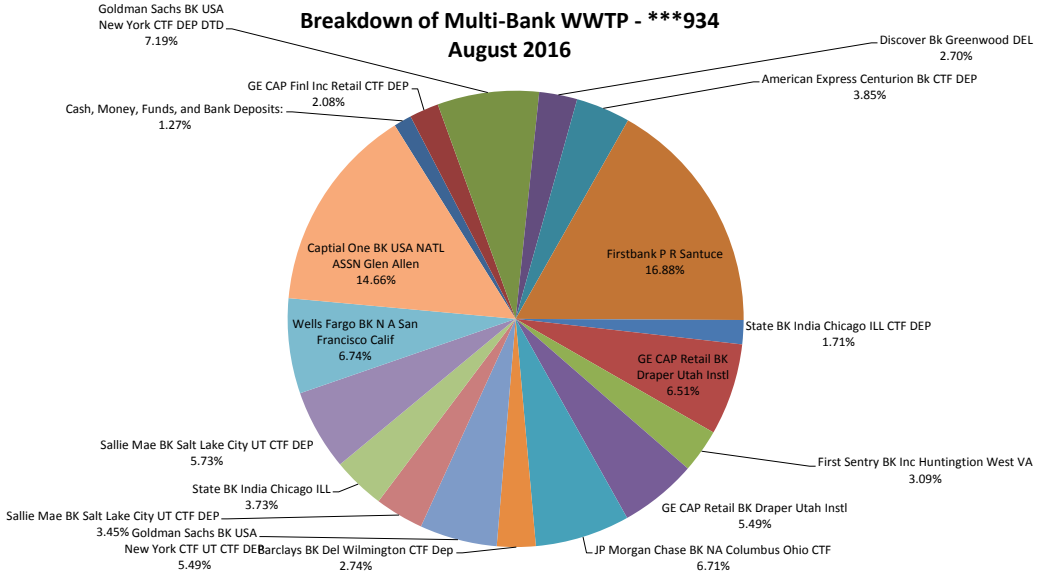


Total: $79,107.80

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



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



CITY OF HUGHSON AGENDA ITEM NO. 3.6
SECTION 3: CONSENT CALENDAR

Meeting Date: **November 14, 2016**
Subject: **Approval of the Treasurer's Reports – September 2016**
Presented By: **Jaime C. Fountain, City Treasurer**

Approved By: _____

Staff Recommendation:

Review and approve the City of Hughson Treasurer's Report for September 2016.

Summary:

The City Treasurer is required to review the City's investment practices and approve the monthly Treasurer's report. Enclosed is the City of Hughson's Treasurer's Report for September 2016. As of September 2016, the City of Hughson's total cash and investment balance is $14,541,852.15 and is in compliance with the City's investment policy. The City has sufficient cash flow to meet the City's expected expenditures for the next six months.

Background and Overview:

The Treasurer report for September 2016 reflects the most current representation of the City's funds and investments and provides a necessary outlook for both past, present, and future investment and spending habits. While investments and funds differ from time to time, it is the goal of the City to maintain safety and stability with its funds, while additionally promoting prudence and growth.

Enclosed is the City of Hughson Treasurer's Report for September 2016 along with supplementary graphs depicting the percentage of the City's total funds, a breakdown of the September 2016 Developer Impact Fees, and an additional line plot graph further demonstrating the Developer Impact Fees. This graph depicts the Developer Impact Fees' actual balance for the past five years, and continues with a projection based on the average rate of change for each fund over the next few years. After review and evaluation of the report, City staff has researched funds with a significant deficit balance and submit the following detailed explanation:

Public Facilities Development Streets Fund:

The Public Facilities Development Streets Fund currently reflects a negative balance of ($184,618.63), reflecting a positive difference of $30,100.00 or a 14.02% increase from the previous year. The deficit is a result of the Euclid Bridge Project, which was constructed in Fiscal Year 2006/2007, for approximately $1.3 million. The project was completed in anticipation of funding from Developer Impact Fees collected from new development. Unfortunately, the housing market declined significantly and the new development never materialized. As the economy strengthens and new building continues, the City can recognize additional developer impact fees and reduce the deficit more quickly.

Water Developer Impact Fee Fund:

The Water Developer Impact Fee Fund currently reflects a negative balance of ($238,870.44), reflecting a positive difference of $76,060.00 or a 24.15% increase from the previous year. After extensive review, City staff discovered that the remaining deficit is attributable to settlement arrangements that were made in Fiscal Year 2008/2009 and Fiscal Year 2009/2010 for the Water Tank on Fox Road near Charles Street. The Project Cost of the Water Tower Project was $2,400,000. During that period, the City paid out $650,000 in settlements. This account will be in a deficit position until additional development occurs and developer impact fees are collected to cover those unanticipated settlement costs.

Based on a review of Water Development and Street funds, City staff expects development in the Feathers Glen (42 units) and Euclid South (69 units) subdivisions, or about 110 units to be built to see a positive balance in the Water and Street Development funds. The Euclid North (50 units) subdivision is expected to follow shortly thereafter. These units reflect the areas that are most likely to see development within the City limits—with construction in Feathers Glen already in progress and under construction.

Transportation Capital and CDBG Street Project Fund:

The Transportation Capital Project Fund currently reflects a negative balance of ($226,329.82), reflecting a negative difference of $20,094.36 or a 9.74% decrease from the previous year. The CDBG Street Project Fund currently reflects a negative balance of ($58,460.40) reflecting a positive difference of $132,241.45 or a 69.34% increase from the previous year. The City received $148,271 in April for the Hughson Avenue project. Currently, the City is pending reimbursement for the Tully Road project. As the City continues to produce transportation and street projects, these funds will likely continue to show a negative balance. City staff will continue to monitor and report the status of these reimbursements as the funds become available.

Fiscal Impact:

As of September 2016, the total cash and investments balance for the City of Hughson is $14,541,852.15. This compares to September's 2015's total cash and investments balance of $15,610,884.01 demonstrating a negative difference of $1,069,031.86 or a 6.85% decrease. The decrease in cash balance is due to the refinancing of the RDA Bond. Cash of $2,746,593.75 was received in September 2015 and subsequently paid out in October 2015.

City of Hughson
Treasurer's Report
September 2016

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	$ 11,338,505.77	$ 737,413.54	$ -	$ 12,075,919.31
Adjustment-Direct Deposit Payroll	$ -			$ -
Outstanding Deposits +	$ 18,120.69		$ -	$ 18,120.69
Outstanding Checks/transfers -		$ (195,127.89)	$ -	$ (195,127.89)
ADJUSTED TOTAL	$ 11,356,626.46	$ 542,285.65	$ -	$ 11,898,912.11
Investments: Various				$ 1,070,392.77
Multi-Bank WWTP				$ 1,493,439.47
Investments: L.A.I.F.		$ 39,616.90	$ 39,490.90	$ 79,107.80
TOTAL CASH & INVESTMENTS				**$ 14,541,852.15**

	Books - All Funds	September 2015	September 2016	Difference	% of Varience
2	Water/Sewer Deposit	56,880.91	61,105.38	4,224.47	7.43%
8	Vehicle Abatement	13,960.19	10,648.40	-3,311.79	-23.72%
11	Traffic Congestion Fund	123,032.79	113,037.30	-9,995.49	-8.12%
13	Redevelopment - Debt Service	2,714,223.63	55,879.61	-2,658,344.02	-97.94%
17	Federal Officer Grant	6,620.00	6,620.00	0.00	0.00%
18	Public Safety Realignment	35,722.01	35,722.01	0.00	0.00%
19	Asset Forfeiture	6,995.43	6,995.43	0.00	0.00%
25	Gas Tax 2106	-13,079.75	-6,437.15	6,642.60	50.79%
30	Gas Tax 2107	13,891.38	17,125.10	3,233.72	23.28%
31	Gas Tax 2105	36,145.82	8,050.49	-28,095.33	-77.73%
35	Gas Tax 2107.5	2,672.14	1,172.14	-1,500.00	-56.13%
40	General Fund	1,412,046.93	2,063,137.17	651,090.24	46.11%
401	General Fund Contingency Reserve	674,085.41	676,372.76	2,287.35	0.34%
43	Trench Cut	76,326.80	76,443.60	116.80	0.15%
48	Senior Community Center	8,387.03	-99.43	-8,486.46	-101.19%
49	IT Reserve	82,548.12	105,212.47	22,664.35	27.46%
50	U.S.F. Resource Com. Center	1,302.57	5,684.74	4,382.17	336.42%
51	Self-Insurance	73,303.49	73,303.49	0.00	0.00%
53	SLESF (Supplemental Law Enforcement Services Fund)	3,753.36	19,810.32	16,056.96	427.80%
54	Park Project	554,168.03	596,005.39	41,837.36	7.55%
60	Sewer O & M	2,318,555.85	2,450,120.19	131,564.34	5.67%
61	Sewer Fixed Asset Replacement	2,897,081.55	3,355,946.53	458,864.98	15.84%
66	WWTP Expansion 2008	208,908.46	251,855.65	42,947.19	20.56%
69	LTF Non Motoriz	5,208.00	749.00	-4,459.00	-85.62%
70	Local Transportation	247,658.62	138,047.79	-109,610.83	-44.26%
71	Transportation	-206,235.46	-226,329.82	-20,094.36	-9.74%
100/200	LLD's and BAD's	152,924.21	151,943.18	-981.03	-0.64%
80	Water O & M	222,338.48	303,732.40	81,393.92	36.61%
801	Water TCP123	0.00	19,637.70	19,637.70	n/a
82	Water Fixed Asset Replacement	776,363.76	586,086.27	-190,277.49	-24.51%
88	PW CDBG Street Project	-190,701.85	-58,460.40	132,241.45	69.34%
80	Water Reserve-USDA GRANT	21,524.50	21,524.50	0.00	0.00%
90	Garbage/Refuse	84,750.29	85,344.00	593.71	0.70%
91	Misc. Grants	0.00	0.00	0.00	0.00%
92	98-EDBG-605 Small Bus. Loans	93,595.60	93,595.60	0.00	0.00%
94	96-EDBG-438 Grant	403.43	403.43	0.00	0.00%
95	94-STBG-799 Grant	160,560.50	163,009.24	2,448.74	1.53%
96	HOME Program Grant (FTHB)	35,041.19	35,041.19	0.00	0.00%
97	96-STBG-1013 Grant	196,109.35	200,060.94	3,951.59	2.01%
98	HOME Rehabilitation Fund	40,000.00	40,000.00	0.00	0.00%
	Developer Impact Fees ***	2,663,811.24	3,003,755.54	339,944.30	12.76%
	TOTAL ALL FUNDS:	**15,610,884.01**	**14,541,852.15**	-1,069,031.86	-6.85%

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

	Break Down of Impact Fees * **				
10	Storm Drain	261,601.69	315,611.35	54,009.66	20.65%
20	Community Enhancement	100,203.06	93,978.51	-6,224.55	-6.21%
41	Public Facilities Development	1,457,894.25	1,414,862.76	-43,031.49	-2.95%
42	Public Facilities Development-Streets	-214,718.63	-184,618.63	30,100.00	14.02%
55	Parks DIF	417,974.52	426,914.39	8,939.87	2.14%
62	Sewer Developer Impact Fees	955,786.79	1,175,877.60	220,090.81	23.03%
81	Water Developer Impact Fees	-314,930.44	-238,870.44	76,060.00	24.15%
	Break Down of Impact Fees * **	**2,663,811.24**	**3,003,755.54**	339,944.30	12.76%

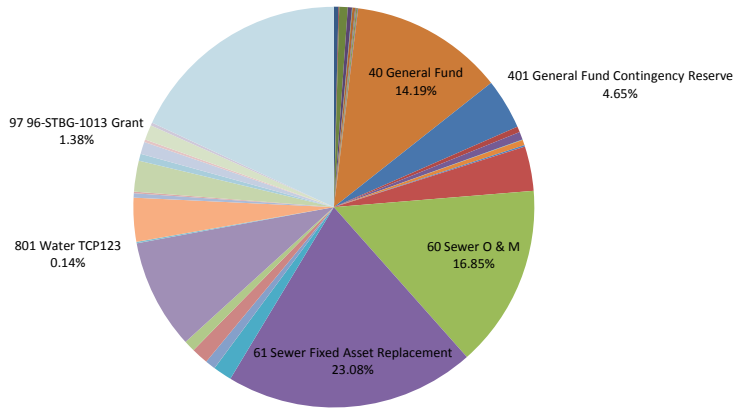
Jaime C. Fountain, Treasurer

Date

Treasurer's Report - Charts and Graphs
September 2016

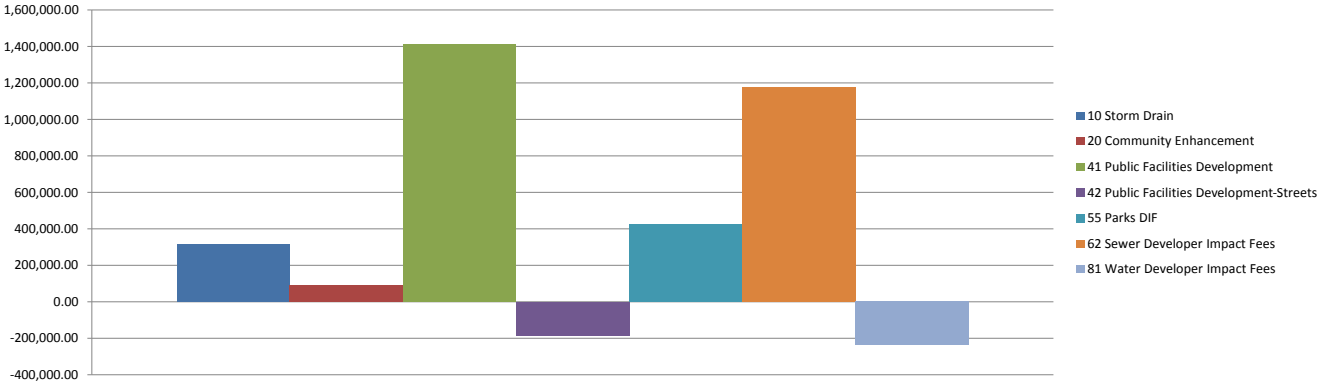
Percentage of all Funds for September 2016

Note:
Data displayed represents largest percentage of City funds. All other funds represent less than 5% of the City's total Cash and Investments.



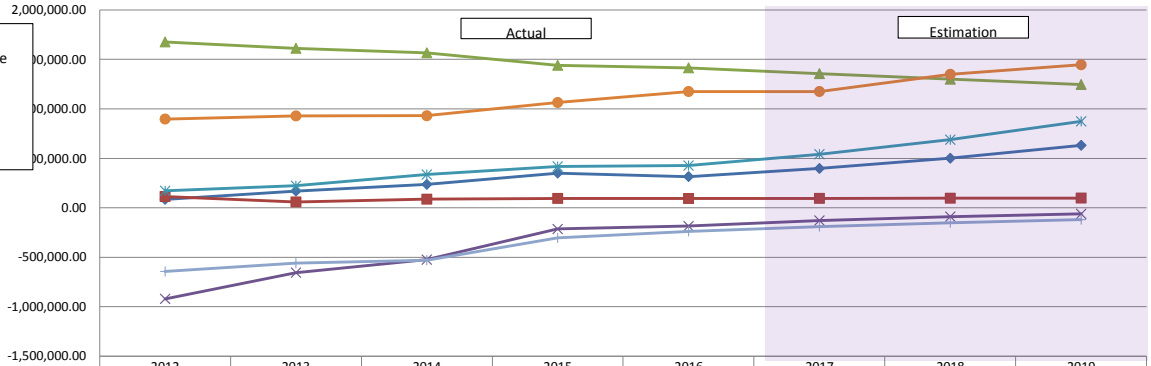
2 Water/Sewer Deposit
8 Vehicle Abatement
11 Traffic Congestion Fund
13 Redevelopment - Debt Service
17 Federal Officer Grant
18 Public Safety Realignment
19 Asset Forfeiture
25 Gas Tax 2106
30 Gas Tax 2107
31 Gas Tax 2105
35 Gas Tax 2107.5
40 General Fund
401 General Fund Contingency Reserve
43 Trench Cut
48 Senior Community Center
49 IT Reserve
50 U.S.F. Resource Com. Center
51 Self-Insurance
53 SLESF (Supplemental Law Enforcement Services Fund)
54 Park Project
60 Sewer O & M
61 Sewer Fixed Asset Replacement
66 WWTP Expansion 2008
69 LTF Non Motoriz
70 Local Transportation
71 Transportation
100/200 LLD's and BAD's
80 Water O & M
801 Water TCP123
82 Water Fixed Asset Replacement
88 PW CDBG Street Project
80 Water Reserve-USDA GRANT
90 Garbage/Refuse
91 Misc. Grants
92 98-EDBG-605 Small Bus. Loans
94 96-EDBG-438 Grant
95 94-STBG-799 Grant
96 HOME Program Grant (FTHB)
97 96-STBG-1013 Grant
98 HOME Rehabilitation Fund
98 Developer Impact Fees ***

September 2016 Breakdown of Developer Impact Fees



5 Year Trend & Estimate for Developer Impact Fees for the Month of September

Note:
Calculated estimations are based on each fund's average annual rate of change.



	2012	2013	2014	2015	2016	2017	2018	2019
Storm Drain	85,495.27	169,246.36	236,767.40	350,980.28	315,611.35	397,729.60	501,214.03	631,623.85
Community Enhancement	114,113.22	59,627.77	87,193.07	94,789.16	93,978.51	95,467.77	96,980.63	98,517.46
Public Facilities Development	1,676,822.04	1,612,807.64	1,566,955.87	1,441,099.85	1,414,862.76	1,356,453.37	1,300,455.27	1,246,768.93
Public Facilities Development-Streets	-920,858.33	-655,477.33	-524,208.05	-214,718.63	-184,618.63	(128,354.64)	(89,237.55)	(62,041.70)
Parks DIF	170,756.69	222,010.46	335,947.76	417,839.37	426,914.39	542,058.06	688,257.28	873,888.09
Sewer Developer Impact Fees	897,476.41	928,771.81	930,434.13	1,064,745.37	1,175,877.60	1,175,878.67	1,349,653.97	1,445,947.74
Water Developer Impact Fees	-643,260.91	-559,830.40	-528,788.23	-304,322.82	-238,870.44	(189,620.48)	(150,524.80)	(119,489.81)

CITY OF HUGHSON AGENDA ITEM NO. 3.7
SECTION 3: CONSENT CALENDAR

Meeting Date: **November 14, 2016**
Subject: **Approval of the Treasurer's Report: Investment Portfolio Report – September 2016**
Presented By: **Jaime C. Fountain, City Treasurer**

Approved By: _____

Staff Recommendation:

Review and approve the City of Hughson Treasurer's Report: Investment Portfolio Report for September 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 September 2016 and is provided as a supplementary document to the monthly Treasurer's report. As of September 2016, the City of Hughson's investment total is $2,642,940.04 and has a total cash and investment balance of $14,541,852.12. 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 September 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 September 26, 2016. The two L.A.I.F. accounts share a combined balance of $79,107.80, comprising of only 2.99% 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 September 2016, the total investments balance for the City of Hughson is $2,642,940.04 accounting for 18.17% of the City's total cash and investments. The total cash and investment amount is $14,541,852.15. Of the amounts invested, 6.76% is invested in Cash, Money, Funds, and Bank Deposits, 2.99% is invested in L.A.I.F. investments, and 90.25% 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
September 2016

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	$ 11,338,505.77	$ 737,413.54	$ -	$ 12,075,919.31
Adjustment-Direct Deposit Payroll		$ -		$ -
Outstanding Deposits +	$ 18,120.69		$ -	$ 18,120.69
Outstanding Checks/transfers -		$ (195,127.89)	$ -	$ (195,127.89)
ADJUSTED TOTAL	$ 11,356,626.46	$ 542,285.65	$ -	$ 11,898,912.11
Investments: Various				$ 1,070,392.77
Multi-Bank WWTP				$ 1,493,439.47
Investments: L.A.I.F.		$ 39,616.90	$ 39,490.90	$ 79,107.80
Total Investments				**$ 2,642,940.04**
Total Cash & Investments				$ 14,541,852.15

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 Governmnet 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:			$ 10,559.11	$ 127,314.67	$ -	11.89%
Total:			$ 10,559.11	$ 127,314.67	$ -	

Fixed Income (Certificate of Deposits)	Maturity Dates	Months til Maturity *Statement Period (09/01/16 - 09/30/16)*	Quantity	Market Price	Market Value	Interest Accrued	Rate of Return	% of Portfolio
Goldman Sachs BK USA New York CTF DEP DTD	11/16/11 - 11/16/16	≈ 2 mo.	$ 53,000.000	$ 100.1820	$ 53,096.46	$ 407.81	2.030%	4.96%
GE Cap Inc Retail CTF Dep Program Book	05/04/12 - 05/04/17	≈ 8 mo.	$ 100,000.000	$ 100.6840	$ 100,684.00	$ 709.59	1.730%	9.41%
American Express Centurion BK CTF DEP	05/09/13 - 05/09/18	≈ 20 mo.	$ 100,000.000	$ 100.7430	$ 100,743.00	$ 444.25	1.140%	9.41%
Belmont SVGS BK Mass	11/13/14 - 11/13/18	≈ 26 mo.	$ 27,000.000	$ 101.6820	$ 27,454.14	$ 160.52	1.520%	2.56%
Ally Bank Midvalue Utah CTF DEP ACT/365	01/28/16 - 01/28/19	≈ 28 mo.	$ 76,000.000	$ 101.5200	$ 77,155.20	$ 199.89	1.470%	7.21%
State BK India York NY	09/11/14 - 09/11/19	≈ 36 mo.	$ 55,000.000	$ 102.5970	$ 56,428.35	$ 61.55	2.100%	5.27%
American Express Fed SVGS BK CTF DEP	10/16/14 - 10/16/19	≈ 37 mo.	$ 30,000.000	$ 102.9140	$ 30,874.20	$ 295.11	2.090%	2.88%
Discover BK Greenwood Del CTF	10/16/14 - 10/16/19	≈ 37 mo.	$ 100,000.000	$ 102.9140	$ 102,914.00	$ 983.70	2.090%	9.61%
American Express Centurion BK CTF DEP	12/04/14 - 12/04/19	≈ 39 mo.	$ 80,000.000	$ 102.0140	$ 81,611.20	$ 568.99	2.130%	7.62%
Capital One NATL ASSN MCLEAN VA CTF	11/04/15 - 11/04/20	≈ 50 mo.	$ 91,000.000	$ 103.6950	$ 94,362.45	$ 798.68	2.080%	8.82%
Captial One BK USA NATL ASSN Glen Allen	11/04/15 - 11/04/20	≈ 50 mo.	$ 100,000.000	$ 103.6950	$ 103,695.00	$ 877.67	2.080%	9.69%
Dicover BK Greenwood Del CTF	11/04/15 - 11/04/20	≈ 50 mo.	$ 110,000.000	$ 103.6910	$ 114,060.10	$ 987.89	2.130%	10.66%
Total CDs					$ 943,078.10	$ 6,495.65		88.11%
Total Investments: Various Holdings					$ 1,070,392.77	$ 6,495.65		100.00%
Total Portfolio Investment								**40.50%**

*Multi-Bank WWTP - ***934*

Description	Maturity Dates	Quantity	Opening Balance	Closing Balance	Interest Accrued	% of Portfolio
Cash, Money, Funds, and Bank Deposits:			$ 18,895.66	$ 51,389.90	$ -	3.44%
Total:			$ 18,895.66	$ 51,389.90	$ -	

Fixed Income (Certificate of Deposits)	Maturity Dates	Months til Maturity *Statement Period (09/01/16 - 09/30/16)*	Quantity	Market Price	Market Value	Interest Accrued	Rate of Return	% of Portfolio
Goldman Sachs BK USA New York CTF DEP DTD	11/23/11 - 11/23/16	≈ 2 mo.	$ 107,000.000	$ 100.2120	$ 107,226.84	$ 781.25	2.030%	7.18%
Discover Bk Greenwood DEL	05/08/13 - 05/08/18	≈ 20 mo.	$ 40,000.000	$ 100.7430	$ 40,297.20	$ 182.74	1.140%	2.70%
American Express Centurion Bk CTF DEP	05/09/13 - 05/09/18	≈ 20 mo.	$ 57,000.000	$ 100.7430	$ 57,423.51	$ 253.22	1.140%	3.85%
Firstbank P R Santuce	05/10/13 - 05/10/18	≈ 20 mo.	$ 250,000.000	$ 100.7450	$ 251,862.50	$ 143.84	1.040%	16.86%
State BK India Chicago ILL CTF DEP	12/18/13 - 12/18/18	≈ 27 mo.	$ 25,000.000	$ 102.1650	$ 25,541.25	$ 146.03	2.000%	1.71%
GE CAP Retail BK Draper Utah Instl	01/10/14 - 01/10/19	≈ 28 mo.	$ 95,000.000	$ 102.1790	$ 97,070.05	$ 405.51	1.850%	6.50%
First Sentry BK Inc Huntingtion West VA	03/08/13 - 03/08/19	≈ 30 mo.	$ 46,000.000	$ 100.2710	$ 46,124.66	$ 31.88	1.150%	3.09%
GE CAP Retail BK Draper Utah Instl	03/21/14 - 03/21/19	≈ 30 mo.	$ 80,000.000	$ 102.3150	$ 81,852.00	$ 34.19	1.900%	5.48%
JP Morgan Chase BK NA Columbus Ohio CTF	04/30/15 - 04/30/19	≈ 31 mo.	$ 100,000.000	$ 100.0700	$ 100,070.00	$ -	1.490%	6.70%
Barclays BK Del Wilmington CTF Dep	05/28/14 - 05/28/19	≈ 32 mo.	$ 40,000.000	$ 102.2800	$ 40,912.00	$ -	0.000%	2.74%
Goldman Sachs BK USA New York CTF UT CTF DEP	06/04/14 - 06/04/19	≈ 33 mo.	$ 80,000.000	$ 102.3100	$ 81,848.00	$ 517.26	1.950%	5.48%
Sallie Mae BK Salt Lake City UT CTF DEP	10/08/14 - 10/08/19	≈ 37 mo.	$ 50,000.000	$ 102.9370	$ 51,468.50	$ 515.41	2.090%	3.45%
State BK India Chicago ILL	10/14/14 - 10/15/19	≈ 37 mo.	$ 54,000.000	$ 102.9460	$ 55,590.84	$ 525.06	2.040%	3.72%
Sallie Mae BK Salt Lake City UT CTF DEP	10/22/14 - 10/22/19	≈ 37 mo.	$ 83,000.000	$ 102.9190	$ 85,422.77	$ 787.14	2.090%	5.72%
Wells Fargo BK N A San Francisco Calif	04/30/15 - 04/30/20	≈ 43 mo.	$ 100,000.000	$ 100.5430	$ 100,543.00	$ 212.33	1.240%	6.73%
Captial One BK USA NATL ASSN Glen Allen	11/04/15 - 11/04/20	≈ 49 mo.	$ 211,000.000	$ 103.6950	$ 218,796.45	$ 1,851.89	2.080%	14.65%
Total CDs					$ 1,442,049.57	$ 6,387.75		96.56%
Total Multi-Bank WWTP Holdings					$ 1,493,439.47	$ 6,387.75		100.00%
Total Portfolio Investment								**56.51%**

L.A.I.F. Investments

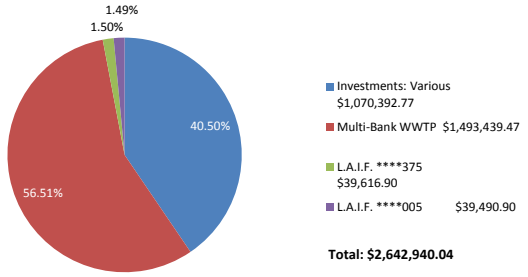
Account #	*Quarter End Principal Balance as of Sept 2016*	*Quarterly Interest Earned as of Sept 2016*	*Interest Rate*	*Total*	*% of Investment*
****375	$ 39,563.08	$ 53.82	0.37%	$ 39,616.90	50.08%
****005	$ 39,437.25	$ 53.65	0.37%	$ 39,490.90	49.92%
Total L.A.I.F Investments Holdings				$ 79,107.80	100.00%
Total Portfolio Investment					**2.99%**

Jaime C. Fountain, Treasurer

Date

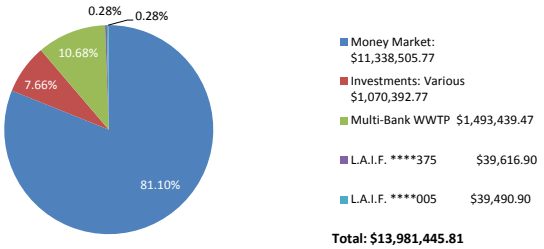
Charts and Graphs

Total Portfolio of Investments by Account September 2016



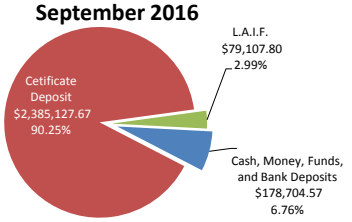
Total: $2,642,940.04

Total Portfolio of Investment (Including Money Market Cash) September 2016



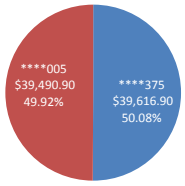
Total: $13,981,445.81

Total Portfolio of Investments by Type September 2016



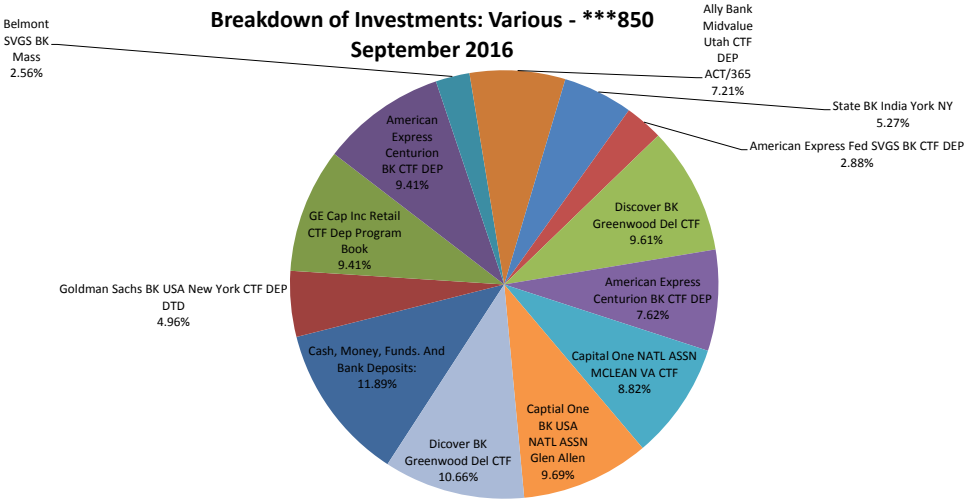
Total: $2,642,940.04

Breakdown of L.A.I.F. Investments September 2016

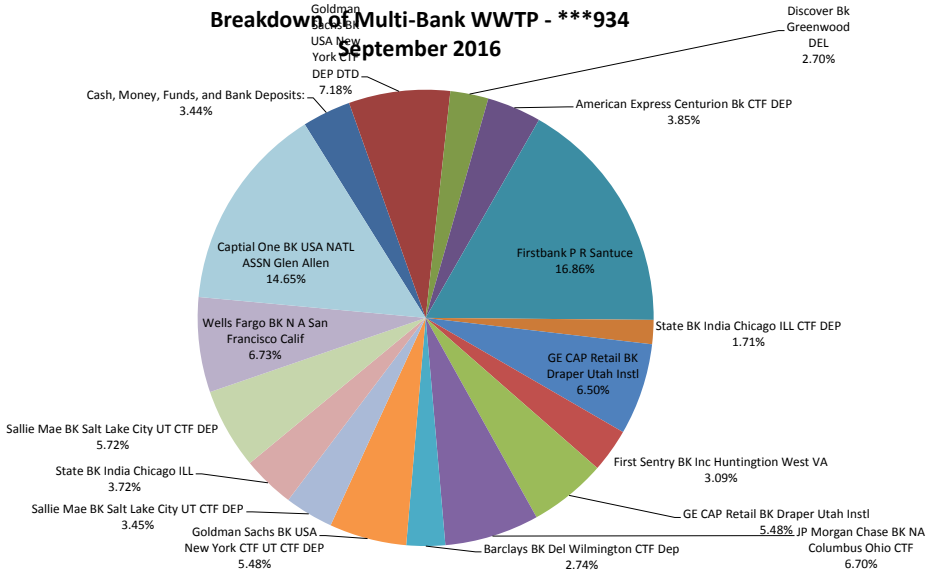


Total: $79,107.80

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



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



CITY OF HUGHSON AGENDA ITEM NO. 3.8
SECTION 3: CONSENT CALENDAR

Meeting Date: **November 14, 2016**
Subject: **Parks, Recreation and Entertainment Commission Appointment**
Presented By: **Susana Diaz, Deputy City Clerk/Management Analyst**
Enclosures: **Chris Barth Parks, Recreation and Entertainment Commission Application**

Approval: _____

Staff Recommendation:

Approve the appointment of Chris Barth to the Hughson Parks, Recreation and Entertainment Commission.

Background and Overview:

The Parks, Recreation and Entertainment Commission is a vital asset to the City Council and the City of Hughson. This appointed body of five (5) members is responsible in providing recommendations to the City Council regarding policies for acquisition, development, maintenance, and improvement of park facilities. The Commission is also responsible for formulating and recommending appropriate fee schedules, policies, rules and regulations for park sites and other recreation facilities.

The Hughson Parks, Recreation and Entertainment Commission has maintained a vacancy since May 2015, or approximately 18 months. Prior to 2015, the Commission has had frequent periods of vacancies.

At the July 25, 2016 meeting, the City Council adopted Ordinance 2016-07, amending the residency requirements of the Hughson Parks and Recreation Commission and adding Arts and Entertainment Matters to the Powers and Duties of existing Hughson Parks and Recreation Commission. Since the expansion of the duties and amendment to the residency requirements to the Parks, Recreation and Entertainment Commission, City staff has advertised for the current vacancy via the local newspaper, social media, and the City of Hughson website under the amended qualifications.
An application submitted on May 8, 2015 for the Parks, Recreation and Entertainment Commission has been reviewed and accepted as qualified under

the new residency requirements adopted by Ordinance 2016-07. No other application has been received to date.

Staff reached out to the applicant and the applicant still remains interested in serving on the Parks, Recreation and Entertainment Commission for the City of Hughson. Approving the appointment of Chris Barth will fill the current vacancy on the Parks, Recreation and Entertainment Commission.

Fiscal Impact:

Per the Hughson Municipal Code, Parks and Recreation Commissioners are not compensated.

CITY OF HUGHSON
MAY 08 2015
RECEIVED

PARKS AND RECREATION COMMISSION

APPLICATION

DELIVER TO: CITY CLERK'S OFFICE, CITY HALL, 7018 PINE STREET, HUGHSON
OR MAIL TO: CITY CLERK, P.O. BOX 9, HUGHSON, CA 95326

DEADLINE FOR FILING: ***OPEN UNTIL FILLED***

NAME: Chris Barth

HOME ADDRESS: 4714 Walnut Rd ZIP CODE: 95326

E-MAIL: cbarth@fire2wire.com PHONE NUMBER: 209-202-0108

LIVE WITHIN CITY LIMITS? YES____ NO ✓ REGISTERED VOTER? YES ✓ NO____

ARE YOU RELATED TO CURRENT CITY EMPLOYEE? No IF YES, PERSON'S NAME AND RELATIONSHIP: ____

LENGTH OF TIME AT: RESIDENCE____ IN HUGHSON 60 IN COUNTY Stanislaus

CURRENT OCCUPATION: Farmer / Realtor

BUSINESS ADDRESS ____ PHONE: ____

EDUCATION (Highest level of education, degree(s), etc.): 2yr Brigham Young University Provo, Ut.

EMPLOYMENT HIGHLIGHTS: ____

PRIOR PUBLIC SERVICE (If any): see back.

PRESENT AND PAST COMMUNITY ACTIVITIES (DO NOT LIST PARTISAN POLITICAL ACTIVITIES): Hughson Youth Center, Hughson School Board.

WHAT ARE THE MOST IMPORTANT ISSUES FACING HUGHSON (Relative to the position being sought): Parks are needed for everyone families and kids need a place to play and have activities.

SIGNATURE: Chris Barth DATE: 5-9-15

(04/15/2015)

CANDIDATE'S STATEMENT

As a candidate for **the PARKS AND RECREATION COMMISSION** of the City of Hughson, I submit the following statement:

My name is Chris Barth

My education and qualifications are: I'm a life long resident of this great community and have been part of this valley farming legacy for years.

A little about my self: I am a devoted family man, who believes in family value, common sense, integrity, involvement, commitment and leadership. I'm not only a successful businessman but I have been providing leadership at many levels. Hughson Youth Center, School Board, Rotary club. Graduate of the California Agricultural Leadership Program, Recipient of the Profiles on Leadership from the Agricultural Education Foundation.

Appointed by Rolland Starn to the County Planning Commission while serving as chairman of the Planning Commission and as President of the Farm Bureau I lead the first ever strategic planning effort and provided the leadership during the General Plan Update, passage of the right to farm ordinance –

Served as Chairman of the Agricultural Committee for Governor Wilson Central Valley Economic Summit.

Appointed by Governor Davis – State Water Quality Control Board.

Well enough about me, I love and care about this community, I care about you and our future generations to come. I have the time and experience to be of service to this community.

Thank you for your consideration and if you need any more information please don't hesitate to call me.

SIGNATURE: Chris Barth DATE: 5-9-15

REGISTERED VOTING ADDRESS: 4714 Walnut Rd. Hughson

CITY COUNCIL AGENDA ITEM NO. 3.9
SECTION 3: CONSENT CALENDAR

Meeting Date: **November 14, 2016**
Subject: **Approval to Adopt Resolution No. 2016-36, Authorizing Hinderliter, de Llamas & Associates to Examine Sales, Use and Transaction Tax Records and Authorizing the City Manager to Execute a Contract with Hinderliter, de Llamas & Associates for Sales and Use Tax Services**
Presented By: **Shannon Esenwein, Finance Director**

Approved By: _____

Staff Recommendation:

1. Adopt Resolution No. 2016-36, authorizing Hinderliter, de Llamas & Associates (HdL) to examine sales, use and transaction tax records of the State Board of Equalization.

2. Authorize the City Manager to enter into an agreement for expanded services with HdL to provide sales, use and transaction tax and economic analysis services, audit/recovery and general consultant services.

Background and Overview:

Annually, the State Board of Equalization misallocates hundreds of thousands of dollars in sales and use tax dollars that are due to cities. HdL is a firm that specializes in correcting these errors. Founded in 1983, HdL was established to maximize local government revenues by providing a variety of audits, analytical services and software products. The City of Hughson currently contracts with HdL for sales and use tax audit and information services as well as permitting tracking services.

Discussion:

On January 26, 2004, the City of Hughson contracted with HdL for sales and use tax audit services and optional reports. The City currently receives limited services through HdL. The attached resolution and agreement would authorize the City Manager to expand those services to include more comprehensive information, resulting in improved tax management and the identification of economic

opportunities and trends. HdL's services also include budget forecasting, a non-confidential newsletter that can be distributed to economic development stakeholders and the community, and quarterly reports for staff to review the City's sales, use and transaction tax data in detail and address potential sales tax leakage or misallocation of online or brick and mortar stores. Expansion of these services will better position the City as it explores economic opportunities in the context of the General Plan Update process and future development.

Fiscal Impact:

Under the current agreement with HdL, the City pays $1,800 annually for sales, use and transaction analysis services, and a 15% fee for all taxes recovered via audit. The attached contract reflects HdL's full mailing tax service, which includes a comprehensive set of quarterly reports, budget forecasting (twice annually), non-confidential newsletter for general distribution, a quarterly summary analysis and access to a HdL consultant. Under the new agreement, the annual cost for will be $3,000 plus the 15% fee for all taxes recovered via audit, or an additional $1,200 per year. This additional expense will be absorbed within the existing approved budget.

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2016-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON AUTHORIZING EXAMINATION OF SALES, USE AND TRANSCATION TAX RECORDS

WHEREAS, pursuant to Ordinance 73-12, the City of Hughson entered into a contract with the State Board of Equalization to perform all functions incident to the administration and collection of local sales, use and transactions taxes; and

WHEREAS, the City Council of the City of Hughson deems it desirable and necessary for authorized representatives of the City to examine confidential sales, use and transactions tax records of the State Board of Equalization pertaining to sales, use and transactions taxes collected by the board for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records, and establishes criminal penalties for the unlawful disclosure of information containing in, or derived from, the sales, use and transactions tax records of the Board.

NOW, THEREFORE BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF HUGHSON, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

Section 1. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the State Board of Equalization (hereafter referred to as Board), is hereby appointed to represent the City of Hughson with authority to examine sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected for the City by the Board pursuant to the contract between the City and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Board pursuant to that contract.

Section 2. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the Board, is hereby appointed to represent the City with authority to examine those sales, use and transactions tax records of the Board, for purposes related to the following governmental function of the city:

(a) City Administration

(b) Revenue management and budgeting

(c) Community and economic development

(d) Business license tax administration

The information obtained by examination of Board records shall be used only for those governmental functions of the City listed above.

Section 3. That Hinderliter, de Llamas & Associates is hereby designated and authorized to examine the sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected for the city by the Board. The person or entity designated by this section meets all of the following conditions:

(a) has an existing contract with the City to examine those sales, use and transactions tax records;

(b) is required by that contract to disclose information contained in, or derived from, those sales, use and transactions tax records only to the officer or employee authorized under Sections 1 or 2 of this resolution to examine the information.

(c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and

(d) is prohibited by that contract from retaining the information contained in, or derived from those sales, use and transactions tax records, after that contract has expired.

Section 4. That the City Manager is hereby authorized to execute any and all documents necessary to enter into a contract with Hinderliter, deLlamas & Associates to accomplish the purpose of this resolution

The information obtained by examination of Board records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Board pursuant to the contract between the City and the Board and for purposes relating to the governmental functions of the city listed in Section 2 of this resolution.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 14th day of November 2016 by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

_____

MATT BEEKMAN, Mayor

ATTEST:

_____

SUSANA DIAZ, Deputy City Clerk

AGREEMENT FOR SALES, USE AND TRANSACTIONS TAX AUDIT and INFORMATION SERVICES

This Agreement is made and entered into as of the ____ day of _____, 2016 (the "Effective Date") by and between the CITY OF HUGHSON, a municipal corporation hereinafter called ("CITY"), and HINDERLITER, de LLAMAS AND ASSOCIATES a California Corporation, hereinafter called ("CONTRACTOR").

I. RECITALS

WHEREAS, sales, use and transactions tax (sometimes collectively referred to herein as "sales and use tax") revenues can be increased through a system of continuous monitoring, identification and correction of allocation errors, and

WHEREAS, CITY desires the combination of data entry, report preparation and analysis necessary to effectively manage its sales and use tax base; recover revenues erroneously allocated to other jurisdictions and allocation pools; and maximize its financial and economic planning; and

WHEREAS, CONTRACTOR has the programs, equipment and personnel required to deliver the sales and use tax services referenced herein;

THEREFORE, CITY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

II. SERVICES

The CONTRACTOR will perform the following services:

A. ALLOCATION AUDIT AND RECOVERY

1. CONTRACTOR shall conduct initial and on-going sales and use tax audits to identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales, use and transactions tax income for the CITY and/or recovering misallocated tax from previously properly registered taxpayers. Common errors that will be monitored and corrected include, but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors, misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.

2. CONTRACTOR shall initiate contacts with state agencies, and sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.

3. CONTRACTOR shall (i) prepare and submit to the Board of Equalization information for the purpose of correcting allocation errors that are identified and (ii) follow-up with individual businesses and the State Board of Equalization to promote recovery by the CITY of back or prospective quarterly payments that may be owing.

promote recovery by the CITY of back or prospective quarterly payments that may be owing.

4. If during the course of its audit, CONTRACTOR finds businesses located in the CITY that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the CITY, CONTRACTOR may so advise CITY and work with those businesses and the CITY to encourage such changes.

III. SOFTWARE AND REPORTS

CONTRACTOR shall provide access to HdL's custom web-based software program containing the CITY's Board of Equalization sellers' registration and tax allocation data. The data is updated quarterly and contains CITY's sales tax history back to 1993 - 1994.

Additionally, at the beginning of each quarter and as soon as the data is available from the State Board of Equalization, CONTRACTOR will prepare PDF reports showing regional, county and CITY trends for the quarter, top sales tax generators and business types and a cash flow analysis showing Board of Equalization payments by major business group, administrative fees and triple flip take ways and compensation fund allocations.

The software is web-based, user friendly and allows the CITY's designated staff to search businesses by street address, account number, business name, business type and by keyword in the business and address fields. It also provides staff with the ability to arrange the data by geographic area and print a variety of reports by business type, sales volume and geographic area. The information can be exported to other city data sets for related business license and planning activities.

IV. CONFIDENTIALITY

Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of confidential taxpayer information contained in the records of the State Board of Equalization. This section specifies the conditions under which a CITY may authorize persons other than City officers and employees to examine State Sales and Use Tax records.

The following conditions specified in Section 7056 (b), (1) of the State of California Revenue and Taxation Code are hereby made part of this agreement.

A. CONTRACTOR is authorized by this Agreement to examine sales or transactions and use tax records of the Board of Equalization provided to CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law.

B. Contractor is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.

C. Contractor is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.

D. Contractor is prohibited from retaining the information contained in, or derived from those sales or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Board of Equalization records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to

Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Contractor as a person, authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

V. OWNERSHIP OF MATERIALS, CONFIDENTIALITY

A. Software Use. HdL hereby provides authorization to the CITY to access HdL's Sales Tax website. The website shall only be used by authorized CITY staff. No access will be granted to any 3rd party without explicit written authorization by HdL. The CITY shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by CITY of said software use, rights of the CITY to sell said software use or rights to use said software use for the benefits of others. This software use authorization is not transferable. Upon termination of this agreement the software use authorization shall expire, and all CITY staff website logins shall be de-activated.

B. Proprietary Information. As used herein, the term "proprietary information" means any information which relates to HdL's computer or data processing programs; data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; or business processes. CITY shall hold in confidence and shall not disclose to any other party any HdL proprietary information in connection with this Agreement, or otherwise learned or obtained by the CITY in connection with this Agreement. The obligations imposed by this Paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information that is public information.

VI. CONSIDERATION

A. CONTRACTOR shall be paid **15%** of all new Sales and/or Use tax revenue received by the CITY as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees") including any reimbursement from the Sales and Use Tax Compensation Fund as outlined in Section 97.68 of the Revenue and Taxation Code. New sales and/or use tax revenue shall not include any amounts determined by CITY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for back quarter reallocations and monies received in the first eight consecutive reporting quarters following completion of the audit by CONTRACTOR and confirmation of corrections by the State Board of Equalization. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

CONTRACTOR shall obtain CITY approval prior to beginning the work of correcting tax reporting methodology or "point of sale" for specific businesses where said payment of the percentage fee will be expected. Said approval shall be accomplished by the City Administrator or his designated representative on the Sales Tax Audit Authorization form. CITY shall pay audit fees upon CONTRACTOR'S submittal of evidence of State Fund Transfers and payments to CITY from businesses identified in the audit and approved by the CITY.

B. Above sum shall constitute full reimbursement to CONTRACTOR for all direct and indirect expenses incurred by CONTRACTOR in performing audits including the

salaries of CONTRACTOR'S employees, and travel expenses connected with contacting local and out-of-state businesses and Board of Equalization representatives.

C. CONTRACTOR shall make available the computer program, databases, quarterly updates and training for a fee of **$250.00** per month, invoiced quarterly (hereafter referred to as "monthly fee"). There are no extra charges for ongoing upgrades in the software or refresher training.

VII. LICENSE, PERMITS, FEES AND ASSESSENTS

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. CITY shall assist CONTRACTOR in obtaining such Permits, and CITY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by CITY.

VIII. CITY MATERIALS AND SUPPORT

CITY shall adopt a resolution in a form acceptable to the State Board of Equalization and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales tax records of CITY. CITY further agrees to provide any information or assistance that may readily be available such as business license records within the CITY and to provide CONTRACTOR with proper identification for contacting businesses. CITY further agrees to continue CONTRACTOR'S authorization to examine the confidential sales tax records of the CITY by maintaining CONTRACTOR'S name on the CITY Resolution or by providing copies of future allocation reports on computer readable magnetic media until such time

as all audit adjustments have been completed by the State Board of Equalization and audit fees due the CONTRACTOR have been paid.

IX. TERMINATION

This Agreement may be terminated by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation of such notice, CONTRACTOR may continue to work through the date of termination. Upon termination as provided herein, CONTRACTOR shall be paid the value of all tax analysis and reporting work performed less payments previously made by CITY. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to amounts due for any unpaid invoices, and to businesses identified by CONTRACTOR which make tax payments after termination of this Agreement as a result of CONTRACTOR'S work. After CITY receives said tax payments for such businesses, CONTRACTOR shall be paid the audit fees resulting from tax payments made by the business for back quarter reallocations and the first eight consecutive reporting quarters following completion of the audit by CONTRACTOR and confirmation of corrections by the State Board of Equalization. Compensation for any audit work previously authorized and satisfactorily performed shall be made at the times provided in the preceding section entitled "Consideration."

All documents, data, surveys and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the CITY and upon payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR.

X. INDEPENDENT CONTRACTOR

CONTRACTOR shall perform the services hereunder as an independent contractor and shall furnish such services in his own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of CONTRACTOR be considered as an employee of CITY.

XI. NON-ASSIGNMENT

This Agreement is not assignable either in whole or in part by CONTRACTOR without the written consent of CITY.

XII. ATTORNEY'S FEES

If any party hereto brings an action or proceeding under this Agreement or to declare rights hereunder, the Prevailing Party in any such proceeding, action, or appeal thereon shall be entitled to recover all reasonable fees, costs and expenses, including reasonable attorneys' fees. Such fees, costs and expenses may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. "Prevailing Party" shall mean and include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.

XIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to its choice of laws provisions). If any legal action is necessary to enforce or interpret this Agreement, the parties agree that such action shall be brought in the Superior Court for the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California, Western Division. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise.

XIV. SEVERABILITY; NO WAIVER

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall enforce the remaining provisions of this Agreement, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this Agreement. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

XV. INDEMNIFICATION

CONTRACTOR hereby agrees to protect, defend, indemnify and hold harmless CITY, its elective and appointive boards, officers, agents and employees, from any liability for damage or claims for damage (including, without limitation, CITY's reasonable attorneys' fees) for breach of confidentiality or property damage which may arise from CONTRACTOR's willful or negligent acts, errors or omissions or those of its employees or agents. CITY hereby agrees to protect, defend, indemnify and hold harmless CONTRACTOR, its officers, agents and employees, harmless from any liability for damage or claims for damage (including, without limitation, CONTRACTOR's reasonable attorneys' fees) for breach of confidentiality or property damage which may arise from CITY's willful or negligent acts, errors or omissions or those of its employees or agents.

XVI. NOTICES

All notices sent by a party under this Agreement shall be in writing and shall be deemed properly delivered to the other party as of the date of receipt, if received on a business day prior to 3:00 PM local time, or otherwise on the next business day after receipt, provided delivery occurs personally, by courier service, or by U.S. mail to the other party at its address set forth below, or to such other address as either party may, by written notice, designate to the other party. Notices to CONTRACTOR shall be sent to HINDERLITER, de LLAMAS and ASSOCIATES, 1340 Valley Vista Drive, Suite 200, Diamond Bar, CA 91765; and notices to CITY shall be sent to CITY OF HUGHSON, 7018 Pine Street, Hughson, CA 95326.

XVII. ENTIRE AGREEMENT; ETC.

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the parties hereto. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

XVIII. COUNTERPARTS; AUTHORITY TO SIGN

This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format (PDF) will have the same legal effect as an original executed signature page. Each of the persons signing on behalf of a party hereto represents that he or she has the right and power to execute this Agreement on such party's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in their behalf.

CITY:

CITY OF HUGHSON

_____

City Manager

_____

City Clerk

CONTRACTOR:

HINDERLITER, DE LLAMAS & ASSOCIATES
A California Corporation

By: _____
Andrew Nickerson, President

APPROVED AS TO FORM:

_____

City Attorney

CITY COUNCIL AGENDA ITEM NO. 4.1
SECTION 4: UNFINISHED BUSINESS

Meeting Date: **November 14, 2016**
Subject: **Update on the Proposed West Turlock Subbasin Groundwater Sustainability Agency Formation Pursuant to the California Sustainable Groundwater Management Act (SGMA)**
Presented By: **Jaylen French, Community Development Director**

Approved By: _____

Staff Recommendation:

Discuss update to Proposed West Turlock Subbasin Groundwater Sustainability Agency being formed pursuant to the California Sustainable Groundwater Management Act (SGMA).

Background and Overview:

The Turlock Groundwater Basin Association (TGBA), of which the City of Hughson is a member agency, has been working together since the 1990's to coordinate groundwater management activities in the Turlock groundwater basin. In 1995, the agencies within the basin formally entered into a Memorandum of Understanding (MOU) for the purposes of studying and evaluating the condition of the basin and developing a groundwater management plan for the preservation, protection and enhancement of the basin, as well as to provide a mechanism for the members to collectively implement the Plan.

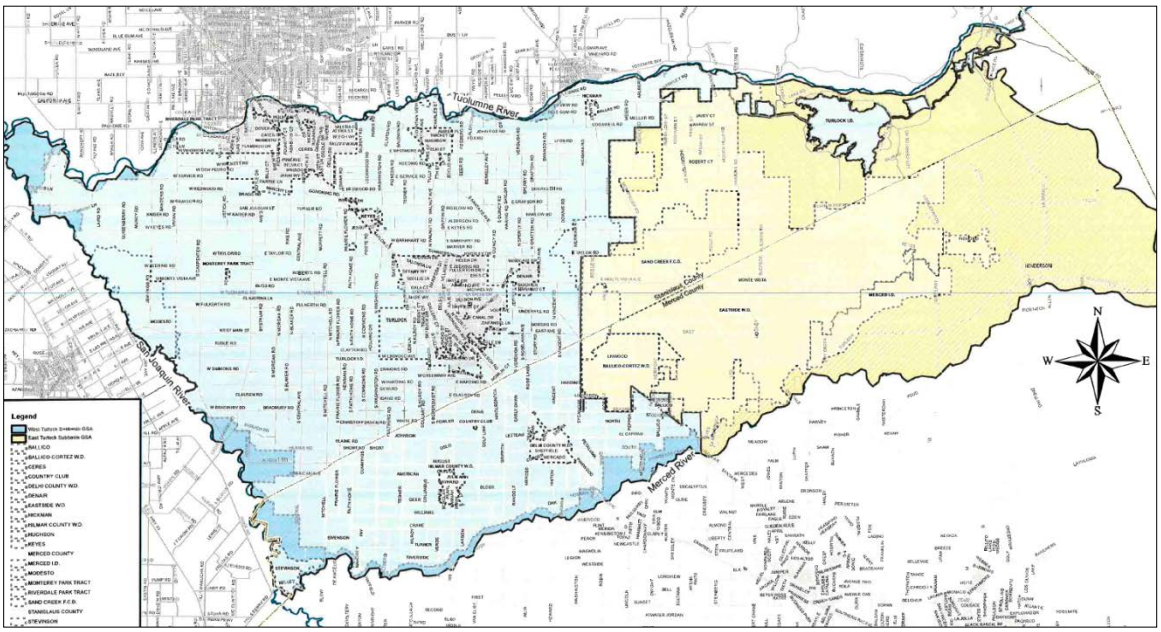
In a region, and at a time, of increasing competition for the area's finite water resources, it is important to understand and plan for the utilization of all the area's water resources because groundwater and surface water are vitally important to maintain current and fulfill future agricultural, domestic, municipal and industrial needs, as well as to maintain the economic viability and prosperity of the area.

In September 2014, Governor Brown signed the Sustainable Groundwater Management Act (SGMA), which went into effect January 1, 2015. SGMA has a number of tasks and deadlines associated with it, including the creation of a Groundwater Sustainability Agency (GSA) by June 30, 2017 and the adoption of a Groundwater Sustainable Plan (GSP) by December 31, 2020.

In 2015, the TGBA decided to create a Post-SGMA Memorandum of Understanding (MOU) to set forth an approach to address SGMA compliance, including: Turlock Subbasin's governance structure (single or multiple GSAs), preferred planning method of a GSP, as well as tools, resources, education, and outreach methods that need to be developed to inform stakeholders. The Post-SGMA MOU builds on the TGBA MOU and provides a better understanding of the requirements of SGMA. The Hughson City Council approved the Post-SGMA MOU and authorized the City Manager to sign in September 2015.

The consequence for not forming a GSA or developing and implementing a GSP by the deadlines is potential intervention by the State Water Resources Control Board (SWRCB) in local groundwater resources management. This intervention could result in interim water management plans and charging local agencies a management fee.

Ultimately, the agencies within the TGBA, which spans parts of Stanislaus and Merced counties, agreed to create two (2) separate GSAs through the formation of Joint Powers Agency (JPA), with the intent to prepare/adopt one (1) GSP. The agencies within the West Turlock Subbasin—those generally located within Turlock Irrigation District's boundaries—would make up one (1) GSA and the Eastside Water District's, Ballico-Cortez's and Merced Irrigation District's boundaries comprise the other GSA. Please see map below.



SGMA established a new structure for managing California's groundwater resources at a local level by local agencies or groups of agencies (GSAs). A GSA is responsible for developing and implementing a GSP to meet the sustainability goal of the basin to ensure that it is operated within its sustainable yield, without causing undesirable results in terms of groundwater overdraft, land subsidence and water quality degradation.

GSPs should be based on the physical realities of geology, hydrology and land use. Groundwater balances are the central data point in finding balance between groundwater pumping and recharge.

GSPs should also be realistic regarding local, economic, political and legal conditions, including logistics in implementation and relationships to neighboring plans and finances. The plans should clarify the responsibilities and authorities of local agencies for implementation, and specify contingencies for when conditions deviate from plan assumptions or projections (including surface water deliveries and inflows from other basins).

GSAs will very likely be required to make controversial decisions. Therefore, the development of sustainability objectives and analysis should be transparent to inform decision-makers. The technical information will likely include:

- Definition of "sustainability"
- Water balances for the basin under present and potential future conditions
- Data collection and reporting to inform, monitor and evaluate analyses and plans
- Overall assessment of groundwater basins
- Management alternatives available to achieve local sustainability objectives

The drafting of an effective GSP will be an immense technical and institutional challenge. Thoughtful State regulations on the development and contents of these plans are essential to ensure GSAs have clear guidance and expectations.

West Turlock Sub-basin Groundwater Sustainability Agency (WTSB GSA)

The WTSB GSA has created a formation committee which is working on the terms of a potential Joint Powers Agreement for the GSA. Per California law, a joint powers agency is a permitted entity, whereby two or more public authorities may jointly exercise any power common to any of them. In regards to SGMA, the JPA has the authority to: enact/adopt rules and regulations, purchase land, retain staff, enforce rules and regulations, limit groundwater extractions, limit well construction, approve groundwater transfers within GSA area, and impose various fees and other powers and responsibilities provided to governmental agencies.

The formation committee for the WTSB GSA currently consists of the following local agencies: Turlock Irrigation District, City of Turlock, City of Ceres, City of Waterford, City of Hughson, City of Modesto, Stanislaus County, Merced County, Delhi Community Water District, Hilmar Community Water District, Stevinson Water District, Denair Community Services District, Keyes Community Services District, Ballico-Cortez Water District, Monterey Park Community Services District, East Stanislaus Resource Conservation District, and Sand Creek Flood Control District.

In early-2016, the WTSB GSA members began drafting, reviewing, and discussing language for the eventual JPA. The WTSB GSA has since held frequent meetings to discuss all issues associated with this matter.

All comments were due on the JPA by November 9, 2016 and each agency is asked to adopt the JPA by December 15, 2016. The JPA has been reviewed by City staff and legal counsel. City legal counsel previously provided numerous comments which were accepted by the WTSB GSA. The WTSB GSA group has modified the JPA language (as discussed below) related to concerns expressed by the City of Turlock and the City of Hughson.

Discussion:

Upon JPA formation, a budget will be prepared and adopted at one of the first agency meetings. The primary GSA effort and large cost item will be the preparation of a Groundwater Sustainability Plan (GSP). It is estimated that this plan could cost between $1,000,000 and $2,000,000. This effort will need to be funded by the members of the JPA.

In regards to membership, the WTSB GSA formation group has created two tiers of members—Board members and Associate members. Each type of member has certain privileges and obligations. Board members have the ability to vote, but must fund all operating and project budget items. Additionally, Board members must contribute $10,000 per year for five (5) years—the timeframe in which the GSP must be completed—to help initiate funds for this and any other efforts required. As City staff understands, the $10,000 is not additional monies required for the privilege to vote on items; in essence, it is seed money, which will be used to help fund any effort deemed necessary by the GSA—primarily the GSP.

Since the October 24, 2016 Council meeting, the WTSB GSA has revised the way in which incurred costs are shared amongst the members of the group. This will have a small effect on the City of Hughson, but will have a large effect on the voting structure.

The prior model used an agency's jurisdictional boundary acreage plus their total water production (in acre feet of water) to determine a percentage share. The resulting percentage is then averaged to create the agencies' weighting. A multiplier of 25% is applied to urban agencies due to the importance of providing water for potable use. The City of Hughson's weighting is approximately 1.10%. The Turlock Irrigation District's weighting is over 69%, meaning, TID will fund nearly 70% of future costs incurred. Please refer to DRAFT table below.

DRAFT AGENCY WEIGHTING METHODOLOGY

	Agency	GSA	Membership Status	Acreage	Acreage Percentage	Production (AF)	Production Percentage	Average Percentage	Percentage with Multiplier for Urban 25%
1	Turlock	WTS	Board	11,130	5.40%	20,965	16.93%	11.17%	13.96%
2	Ceres	WTS	Board	5,989	2.90%	7,642	6.17%	4.54%	5.67%
3	Modesto	WTS	Board	6,310	3.06%	2,387	1.93%	2.49%	3.12%
4	Hickman	WTS	Board	145	0.07%	177	0.14%	0.11%	0.13%
5	Hughson	WTS	Board	1,239	0.60%	1,436	1.16%	0.88%	1.10%
6	Denair CSD	WTS	Board	674	0.33%	1,386	1.12%	0.72%	0.90%
7	Delhi CSD	WTS	Board	1,594	0.77%	1,668	1.35%	1.06%	1.33%
8	Hilmar CSD	WTS	Board	655	0.32%	1,206	0.97%	0.65%	0.81%
9	Keyes CSD	WTS	Board	444	0.22%	854	0.69%	0.45%	0.57%
10	TID	WTS	Board	165,309	80.16%	86,086	69.53%	74.84%	69.55%
11	*Stevinson WD*	*WTS*	*Associate*	*1,101*	*0.53%*				
12	*Sand Creek FCD*	*WTS*	*Associate*	*11,653*	*5.65%*				
13	*Country Club CWD*	*WTS*	*Associate*	*10*	*0.005%*				
14	*Monterery Park Tract CSD*	*WTS*	*Associate*	*31*	*0.015%*				
15	*Riverdale Park Tract CSD*	*WTS*	*Associate*	*57*	*0.03%*				
16	*Ballico CSD*	*WTS*	*Associate*	*176*	*0.09%*				
17	Stanislaus County	WTS	Board	6,253	3.03%	0	0.00%	1.52%	1.41%
18	Merced County	WTS	Board	6,492	3.15%	0	0.00%	1.57%	1.46%
	TOTAL			206,233	100.00%	123,807	100.00%	100.00%	100%

DRAFT

While each voting member will have one equal vote, the weighted vote option which is intended as a veto power, was previously based on these percentages. After a weighted voting is invoked, action of the Board shall require the affirmative vote of: (1) a majority weighted vote of Board members voting on the item; AND (2) a majority of Board Member votes that are voting on the item. This was intended to provide a level of assurance for the agency(ies) which fund a large portion of the GSA budget but which do not control the votes to match that share. The effect of the call for a weighted vote is to nullify any Board action.

As discussed above, the WTSB GSA group has modified the previously proposed JPA weighting structure based on Hughson City Council's and Turlock staff's expressed concerns regarding one (1) entity controlling absolute veto power. Hughson City staff held conversations with TID to discuss the concerns raised by the Council. After much discussion, TID expressed concern that as the only agricultural water provider in the GSA they could be outvoted. They maintained that they needed at a minimum veto power to protect their customers. At the same time, City staff spoke with Turlock City staff regarding shared concerns.

To address this issue, the City of Turlock will assume a greater share of the future costs to have an equal veto power with the Turlock Irrigation District (TID). In round numbers, the City of Turlock and TID make up approximately 84% of the weighting percentage. They have agreed to split all future costs equally, i.e. 42% each. This would provide each with veto power, not determined by weighting percentages. This provides the opportunity for both large agencies to have veto

power and to negate a veto should it be deemed injurious to the other agency. This is to be the structure adopted in the JPA.

Fiscal Impact:

Over time there will be significant expenses associated with preparing a Groundwater Sustainability Plan (GSP). This is an unfunded State mandate, which will likely be paid from the Water Enterprise Fund (80). Given that this fund can run in a negative position throughout the year, City staff will need to develop a funding strategy for this additional expense. This strategy will be discussed when the associated JPA is brought forward for City Council consideration and action.

Joint Powers ~~Agency~~ Agreement Forming the West Turlock Groundwater Sustainability Agency

This joint powers ~~agency~~ agreement ("Agreement") is made and entered into by and among the agencies that have executed this Agreement, as identified in Exhibit A, which are referred to herein individually as a "Party" and collectively as "Parties."

Recitals

WHEREAS, the Parties desire to enter into this Agreement for the purposes of forming a joint powers agency to serve as a groundwater sustainability agency within the Turlock Subbasin, DWR Basin No. 5-022 ("Turlock Subbasin"); and

WHEREAS, each of the Parties to this Agreement is a public agency with either water supply, water management, or land use responsibilities within the Turlock Subbasin; and

WHEREAS, pursuant to the Joint Exercise of Powers Act (Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code), two or more public agencies may by agreement jointly exercise any power held in common by agencies entering into such an agreement; and

WHEREAS, on September 16, 2014 Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act ("the Act"); and

WHEREAS, the Act went into effect on January 1, 2015; and

WHEREAS, the Act (i) requires sustainable management of certain groundwater basins, (ii) enhances local management of groundwater, (iii) requires local agencies to establish minimum standards for sustainable groundwater management, and (iv) provides local groundwater agencies with the authority, and the technical and financial assistance necessary to sustainably manage groundwater; and

WHEREAS, ~~upon execution of this Agreement,~~ the Parties intend for the joint powers agency formed pursuant to this Agreement to become a groundwater sustainability agency prior to July 1, 2017 within the boundaries provided in Exhibit B within the Turlock Subbasin as defined in Article 2, s~~S~~ection 2.2; and

WHERAS, following a public hearing held at its first joint powers agency meeting, this joint powers agency shall consider a resolution to elect to become a groundwater sustainability agency pursuant to California Water Code section 10723(b); and

WHEREAS, California Water Code s~~S~~ection 10720.7 requires all basins designated as high- or medium-priority basins by California Statewide Groundwater Elevation Monitoring program ("CASGEM") ~~CASGEM~~ to be managed under groundwater sustainability plans or coordinated groundwater sustainability plans pursuant to the Act; and

WHEREAS, this joint powers agency's service area overlies portions of the Turlock Subbasin, a CASGEM-designated high-priority basin; and

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WHEREAS, the Parties, acting through and by this Agreement intend to work cooperatively with other groundwater sustainability agencies operating in the Turlock Subbasin to manage the Subbasin in a sustainable fashion pursuant to the requirements set forth in the Act; and

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WHEREAS, the Parties agree and endeavor to develop a groundwater sustainability plan that is as equitable as possible to all Members, provided the respective Members' impact on groundwater sustainability. Further, all Members agree to work collaboratively to develop a Groundwater Sustainability Plan that is focused on allowing all Members to operate and continue providing service while achieving sustainability, to the extent feasible.

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, the Parties hereby incorporate the recitals listed above into this Agreement and agree as follows.

Article 1. Definitions

As used in this Agreement, unless context requires otherwise, the meanings of the terms set forth below shall be as follows:

1.1. "Act" refers to the Sustainable Groundwater Management Act.

1.2. "Agency" means the West Turlock Subbasin Groundwater Sustainability Agency, which is the agency formed by this agreement.

1.3. "Agreement" means this joint powers ~~agency~~ agreement, which creates the West Turlock Subbasin Groundwater Sustainability Agency.

1.4. "Associate Member" means a Party that satisfies the requirements of Article fourteen (14) (Membership) of this Agreement, but cannot otherwise vote or appoint a Member to the Governing Board.

1.5. "CASGEM" is the California Statewide Groundwater Elevation Monitoring program administered by the Department of Water Resources.

1.6. "Committee" shall mean any committee established pursuant to Article thirteen (13) of this Agreement.

1.7. "Effective Date" means the date on which the last Party executes this Agreement.

1.8. "Fiscal Year" means July 1 through June 30.

1.9. "Governing Board" means the governing body of the Agency.

1.10. "Board Member" or "Board Members" means members of the Agency's Governing Board.

1.11. "Member's Governing Body" means the Board of Directors or other voting body that controls the individual public agencies that are members of the Agency.

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1.12. "Member" means a Party that satisfies the requirements of Article fourteen (14) (Membership) of this Agreement and is not an Associate Member.

1.13. "Special Project" means a project undertaken by some, but not all Members of the Agency.

1.14. "State" means the State of California.

Article 2. Creation of a Separate Entity

2.1. Agency Separate from Members. Upon the effective date of this Agreement, the West Turlock Subbasin Groundwater Sustainability Agency is hereby created. Pursuant to the provisions of Article I, Chapter 5, Division 7 of Title 1 of the California Government Code, commencing with Section 6500, the Agency shall be a public agency separate from its members. The principle offices shall be located within the boundaries set forth in Exhibit B as defined in Article 2, Section 2.2 or at such other place as the Governing Board shall determine.

2.2. Boundaries. The boundaries of the Agency shall generally be as follows: on the north, the boundary shall be the Tuolumne River; bounded on the south by the Merced River; on the west by the San Joaquin River; and on the east by the eastern jurisdictional boundary of Turlock Irrigation District's Irrigation Service Area. Attached hereto and incorporated herein is Exhibit B, a map showing the boundaries of the Agency.

Article 3. Term

3.1. Effective Dates. This Agreement shall become effective upon execution by all of the Parties and shall continue in full force and effect until terminated pursuant to the provisions of Article 18 (Withdrawal and Termination).

3.2. Amendment. The Members intend to revisit the provisions and terms of this Agreement after the Agency submits a groundwater sustainability plan to the Department of Water Resources. This provision shall not limit or otherwise constrain the authority of the Members to amend this Agreement by mutual agreement of the Members prior to the submission of the groundwater sustainability plan.

Article 4. Purpose of the Agency

4.1. Agreement Purpose. The purpose of this Agreement is to create a joint powers agency separate from its Members that will elect to become a groundwater sustainability agency prior to July 1, 2017 for a portion of the Turlock Subbasin as defined in Article 2, s~~S~~ection 2.2.

4.2. Collaboration. The Agency will collaborate with other groundwater sustainability agencies within the Turlock Subbasin to develop, adopt and implement a single groundwater sustainability plan or coordinated groundwater sustainability plans for the Turlock Subbasin in order to satisfy the Act's requirements.

4.3. Outreach. The Agency will involve the public and area stakeholders through outreach and engagement in developing, implementing, monitoring and administering a single groundwater sustainability plan or coordinated groundwater sustainability plans for the Turlock Subbasin.

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4.4. Coordination. The Agency will strive to achieve intra-basin coordination and cooperate with other groundwater sustainability agencies operating in the Turlock Subbasin in order to satisfy the requirements of the Act, in addition to striving to achieve inter-basin coordination with the neighboring Delta-Mendota, Modesto and Merced Subbasins.

Article 5. Powers of the Agency

5.1. Restrictions on Exercise of Powers. In accordance with California Government Code sSection 6509, the following powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to Turlock Irrigation District.

5.2. Powers. Subject to the limitations addressed herein, the Agency shall have the power, in the name of the Agency, to exercise the common powers of the Members, including but not limited to, the following:

5.2.1. Employ agents, consultants, advisors, independent contractors, and employees.

5.2.2. Make and enter into contracts with public or private entities, including the State of California and the United States, and one another.

5.2.3. Acquire, hold, and convey real and personal property.

5.2.4. Incur debts, obligations, and liabilities.

5.2.5. Borrow money.

5.2.6. Accept contributions, grants, or loans from any public or private agency or individual in the United States or any department, instrumentality, or agency thereof for the purpose of financing its activities.

5.2.7. Invest money that is not needed for immediate necessities, as the Governing Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with sSection 53601 of the California Government Code.

5.2.8. Sue and be sued; provided that a Member may determine not to participate in the affirmative litigation.

5.2.9. Undertake all other acts reasonable and necessary to carry out the purpose of this Agreement.

5.2.10. Employ or retain full-time or part-time supporting staff.

5.2.11. Exercise and/or delegate all additional powers granted to groundwater sustainability agencies by the Act upon successful election to be a groundwater sustainability agency within the Turlock Subbasin.

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5.2.12. Exercise and/or delegate all additional powers granted to groundwater sustainability agencies by the Act upon submittal to the Department of Water Resources of a single groundwater sustainability plan or coordinated groundwater sustainability plans to manage the entire Turlock Subbasin.

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5.3. Monetary Obligations. Except as otherwise provided in this agreement, the Agency shall not have the power to bind any Member to any monetary obligation by this Agreement other than through approval pursuant to sections 11.2, 11.3, ~~and~~ 11.6 and ~~pursuant to s~~Section 18.3.

5.4. Water Rights. The Agency and all of its Members confirm that nothing contained herein shall grant the Agency any power to alter any water right, contract right, or any similar right held by its Members, or amend any Member's water delivery practice, course of dealing, or conduct without the express consent of the holder thereof.

Article 6. Agency Governing Board

6.1. Membership of Governing Board. The Agency shall be governed by a Governing Board consisting of one (1) Board Member representing each Member, except for Associate Members, which have no seat on the Governing Board.

6.2. Requirements. Each Board Member must be appointed by one of the Members. Each Board Member shall certify to the Secretary in writing that he or she has been appointed to be a Board Member by the appointing Member.

6.3. Alternate Board Members. Each Member shall appoint one Alternate Board Member. The Alternate Board Member must meet the requirements set forth in Section 6.2. Alternate Board Members have no vote at Governing Board meetings if the Board Member is present. If the Board Member is not present, the Alternate Board Member shall be entitled to participate in all respects as a regular Board Member.

6.4. Removal of Board Members. Board Members and Alternate Board Members shall serve at the pleasure of their appointing Member's Governing Board and may be removed or replaced at any time. A Board Member that no longer meets the qualifications set forth in Section 6.2 is automatically removed from the Agency Governing Board. Upon removal of a Board Member, the Alternate Board Member shall serve as a Board Member until a new Board Member is appointed by the Member. Members must submit any changes in Board Member or Alternate Board Member positions to the Secretary in writing and signed by the Member.

Article 7. Associate Members

7.1. Associate Member. The Board may allow certain Members to participate in the Agency as Associate Members. Associate Members shall be entitled to participate in the meetings and discussions of the Governing Board but Associate Members shall not have the power to vote on any action to be taken by the Agency or to become an officer of the Agency. Any Member that is not able or chooses not to fund its proportional share of the budget shall be eligible to become an Associate Member.

7.2. Bound by Agency Decisions. Associate Members, regardless of the lack of voting authority, shall be bound by the decisions and actions of the Governing Board on behalf of the Agency.

7.3 Addition of Associate Members. The Governing Board may appoint any local agency, as defined in California Water Code s~~S~~ection 10721(n), as an Associate Member upon an affirmative vote pursuant to Section 11.3.

Article 8. Officers

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8.1. Officers. The Governing Board shall select a Chair, Vice Chair, Secretary, and any other officers as determined necessary by the Governing Board. The Secretary of the Board is not required to be a member of the Governing Board, but instead, can be a member of the staff of one of the Members.

8.1.1. The Chair shall preside at all Governing Board Meetings.

8.1.2. The Vice Chair shall act in place of the Chair at meetings should the Chair be absent.

8.1.3. The Secretary shall keep minutes of all meetings of the Governing Board and shall, as soon as possible after each meeting, forward a copy of the minutes to each member and alternate of the Governing Board.

8.1.4. All Officers shall be chosen at the first Governing Board meeting and serve a term of two (2) years. An Officer may serve for multiple consecutive terms. Any Officer may resign at any time upon written notice to the Governing Board. Upon vacancy of an Officer position, the Governing Board shall appoint a replacement Officer who shall complete the vacant Officer position's term.

Article 9. Treasurer, Controller, and Legal Counsel

9.1. Treasurer and Controller. The Turlock Irrigation District shall act as treasurer and controller for the Agency, until such time as the Agency appoints an independent treasurer and controller. The controller of the Agency shall cause an independent audit of the Agency's finances to be made by a certified public accountant in compliance with California Government Code s~~S~~ection 6505. The treasurer of the Agency shall be the depositor and shall have custody of all Agency funds from whatever source. The controller of the Agency shall draw warrants and pay demands against the Agency when the demands have been approved by the Agency or any authorized representative. The treasurer and controller shall comply strictly with the provisions of statutes relating to their duties found in Chapter 5 (commencing with s~~S~~ection 6500) of Division 7 of Title 1 of the California Government Code and those duties and provisions adopted by the Agency.

9.2. Legal Counsel. The Governing Board shall appoint legal counsel as it deems appropriate.

Article 10. Executive Director

10.1. Appointment. The Governing Board may appoint an Executive Director at the time and with the specific compensation for his or her services, as determined by the Governing Board. Prior to such appointment, the Board may establish a committee, pursuant to Section 13.1 of this Agreement, which will generally perform duties similar to those described in Section 10.2 of this agreement.

10.2. Duties. The Executive Director shall be the chief administration officer of the Agency, shall serve at the pleasure of the Governing Board, and shall be responsible to the Governing Board for the proper and efficient administration of the Agency. The Executive Director shall have the powers designated in the Agency Bylaws.

10.3. Staff. The Executive Director shall employ ~~such~~ additional full-time and/or part-time employees, assistants, and independent contractors that may be necessary from ~~time to time~~ to accomplish the purposes of the Agency, subject to the approval of the Governing Board for any contract in excess of a specified dollar amount as determined by the Governing Board.

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Article 11. Governing Board Voting

11.1. Quorum. A majority of Board Members shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the Board may be adjourned from ~~time to time~~ by a majority present, but no other business may be transacted.

11.2. Approval Requirements. Except as provided in sections 11.3 and 11.4 below, action of the Board shall require the affirmative vote of a majority of Board Members voting.

11.3 Approval of High Threshold Matters. Action of the Board on high threshold matters, which include the annual budget, approval of any bond or debt instrument, approval of a contract exceeding $100,000, approval of Membership, approval of a groundwater sustainability plan, and approval of extraction limitation for any Member or category of membership~~, and revision of weighted voting proportion,~~ shall require the affirmative vote of at least two-thirds of the voting Members.

11.4 Authority to Vacate Approval. Members identified in Exhibit C have the authority to vacate the approval of any item approved pursuant to sections 11.2 or 11.3. In order to vacate the approval of an item passed pursuant to section 11.2 or 11.3, the Member shall notify the Board that it is vacating the approval after such approval has been made, but prior to adjournment of the meeting in which the approval took place. The effect of such notice shall nullify the Board action and approval. When an approval is vacated pursuant to this section, the Members agree to further discuss the matter and work toward resolution of any outstanding difference of opinion.

Article 12. Agency Meetings

12.1. Initial Meeting. The initial meeting of the Agency's Governing Board shall be called by Turlock Irrigation District and held within the Agency's boundary within 30 days of the effective date of this Agreement. A public hearing, pursuant to California Water Code ~~s~~Section 10723(b), will be held at this meeting. A draft resolution electing to be the West Turlock Subbasin Groundwater Sustainability Agency will be presented as an action item at this meeting.

12.2. Time and Place. The Governing Board shall meet at least quarterly at a time and place set by the Governing Board, and at such other times as determined by the Governing Board and listed in the Agency's bylaws.

12.3. Conduct. All meetings of the Governing Board shall be noticed, held, and conducted in accordance with the Ralph. M. Brown Act ~~to the extent applicable~~. Board Members and Alternate Board Members may use teleconferencing in connection with any meeting in conformance with and to the extent authorized ~~by the applicable laws~~.

Article 13. Committee Formation

13.1. Internal Committee Formation. The Governing Board shall establish internal committees from time to time. Each internal committee shall be comprised of representatives of the Members, Associate Members, or a combination of both, shall exist for the term specified in the action establishing the committee, shall meet as directed by the Governing Board, and shall make recommendations to the Governing Board on

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the various activities of the Agency. The Governing Board may delegate authority to the internal committee to administer or implement Agency activities.

13.2. External Advisory Committee Formation. The Governing Board may establish one or more advisory committees comprised of diverse social, cultural, and economic elements of the population and area stakeholders within the Agency's boundary. The Governing Board shall encourage the active involvement of the advisory committee(s) prior to and during the development and implementation of the Turlock Subbasin groundwater sustainability plan or coordinated Turlock Subbasin groundwater sustainability plans. The Governing Board will ensure that at least one (1) member from the Governing Board or Agency employee attends and participates in each advisory committee meeting.

Article 14. Membership

14.1. Initial Members. The initial Members of the Agency shall be identified in Exhibit A as long as they have not, pursuant to the provisions thereof, withdrawn from this Agreement in accordance with the terms thereof.

14.2. New Members. Additional Parties may join this Agreement and become a Member provided that the prospective new member, (a) is eligible to join a groundwater sustainability agency as provided by the Act, (b) possesses powers common to all other Members, (c) receives an affirmative vote as defined in Article 11, (d) pays all previously incurred costs that the Governing Board determines to have benefited their agency, (e) pays all applicable fees and charges, and (f) agrees in writing to the terms and conditions of this Agreement.

14.3. Associate Member Conversion to Full Membership. Associate Members may become full voting Members of the Agency upon (a) affirmative vote as defined in Article 11, (b) payment of all previously incurred costs that the Governing Board determines have benefited the Associate Member and have not yet been paid, and (c) agreement in writing to the terms of Governing Board members in this Agreement.

Article 15. Specific Projects

15.1. Projects. The Agency intends to carry out activities in furtherance of its purposes and consistent with the powers established by the Agreement with the participation of all Members.

15.2. Member Specific Projects. In addition to the general activities undertaken by all Members of the Agency, the Agency may initiate specific projects or litigation that involves less than all Members. No Member shall be required to be involved in a Project that involves less than all the Members.

15.3. Project Agreement. Prior to undertaking any project or litigation that does not involve all Member Agencies, and subject to potential Board disapproval pursuant to Section 15.4, the Members electing to participate in the Project shall enter into a Project Agreement. A Member may elect not to participate in a specific project or litigation matter by providing notice to the Governing Board and not entering into the Project Agreement specific to the matter in which the Member has elected not to participate. Each Project Agreement shall provide the terms and conditions by which the Members that enter into the Project Agreement will participate in the Project. All assets, rights, benefits, and obligations attributable to the Project shall be allocated to those Members that have entered into the Project Agreement. Any debts, liabilities,

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obligations, or indebtedness incurred by the Agency in regard to a particular Project shall be paid by those Members who have executed the Project Agreement in accordance with the terms thereof and those Members who have not executed the Project Agreement shall not be responsible for the payment of those debts, liabilities, and obligations. ~~assets, rights, benefits, and obligations of those Members which have entered into the Project Agreement. Any debts, liabilities, obligations, or indebtedness incurred by the Agency in regard to a particular Project shall be the debts, liabilities, obligations, and indebtedness of those Members who have executed the Project Agreement in accordance with the terms thereof and shall not be the debts, liabilities, obligations, and indebtedness of those Members who have not executed the Project Agreement.~~ Further, to the extent the Project is litigation, the Members who ~~have~~ chose not ~~entered~~ to enter into the Project Agreement shall not be named or otherwise listed in the pleadings ~~and/~~or appear on litigation materials.

15.4. Governing Board Approval. The Governing Board shall have the authority to disapprove any Project Agreement upon a determination that the Project Agreement has specific, substantial adverse impacts upon Members that have not executed the Project Agreement.

Article 16. Budget and Expenses

16.1. General Operating Budget. The Governing Board shall approve an initial budget at its first meeting and an annual budget before the beginning of each fiscal year thereafter. The general operating budget shall be funded by the Parties in the proportion designated in Exhibit D. Whenever the proportion of funding changes, the allocation shall take effect the fiscal quarter after the revision to Exhibit D is finalized.

16.2. Membership Annual Fees. Both Members and Associate Members shall pay annual membership fees as set forth in Exhibit E at the beginning of the Agency's fiscal year.

16.3. Reserve Funds. Membership annual fees from Members and Associate Members shall be deposited in the Agency's general operating fund. This fund shall have a reserve maximum that is established as part of the annual budget process. If the maximum reserve is met, the Agency shall not continue to collect annual fees in excess of the reserve, but will proportionally credit the funding agencies and waive collection of membership annual fees, or a portion thereof, in order to not exceed the reserve.

16.4 Special Project Funding. For projects in which not all Members participate or that are not otherwise funded by the general operating budget, the Members participating in the project shall agree to allocate funding prior to beginning the project.

16.5. Agency Contributions. Each of the Parties may, but are not required to, contribute additional money, office space, furnishings, equipment, supplies, or services as their respective Governing Boards may deem appropriate.

16.6. Grants and Other Funding. Funds may be derived through State and Federal grants, or other available sources. The Agency may also apply for available State and Federal funds and shall make new and additional applications from time to time as appropriate. The Agency may also establish and collect fees, leases, or rents as may be authorized by law under the common powers of all the Parties.

16.7. Public and Private Donations. The Agency may accept and expend funds from public or private sources subject to the legal restrictions which are set forth in the common powers of the Parties for the purpose of carrying out its powers, duties, responsibilities, and obligations specified in this Agreement.

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16.8. Budget Consistency. The Agency shall be limited to the making of expenditures or incurring of liabilities in the amount of the appropriations allowed by the budget as adopted and revised by the Agency.

16.9. Scope of Budget and Expenses. The General Operating Budget of the Agency will be limited to covering costs of operating the Agency pursuant to this Agreement. However, as will be more fully developed and set forth in the groundwater sustainability plan, the Agency does not anticipate the General Operating Budget as funded by weighted voting shares will be required or responsible for funding specific sustainability implementation projects or programs that will be implemented in geographic regions specific to individual Members. Rather, this Agreement anticipates that implementation of sustainability programs will be funded by the specific Member(s) that are responsible for implementing such actions in their respective local service area or geographic region. After the development of the groundwater sustainability plan, the General Operating Budget will only be responsible for funding general Agency operation; it will not fund the implementation of the groundwater sustainability plan.

Article 17. Liability and Indemnification

17.1. Liability. In accordance with California Government Code Section 6508.1, the debts, liabilities, and obligations of the Agency shall be the debts, liabilities, and obligations of the Agency alone, and not the Members.

17.2. Indemnification. The members of the Governing Board, officers, and employees of the Agency shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. They shall not be liable to the Parties to this agreement for any mistake of judgment or any other action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of the Agency's funds, or failure to invest the same.

17.3. No Responsibility for Others. To the extent authorized under California law, no Board Member, officer, or employee of the Agency shall be responsible for any action made, taken, or omitted, by any other Board Member, officer or employee.

17.4. Defense and Insurance. The funds of the Agency shall be used to defend, indemnify, and hold harmless the Agency and any Board Member, officer, or employee of the Agency for actions taken in good faith and within the scope of his or her authority. The Agency shall further hold harmless and indemnify the Members, including their officers and employees, from any claim or liability arising from acts or omissions of the Agency within the scope of this Agreement. Nothing herein shall limit the right of the Agency to purchase insurance or to create a self-insurance mechanism to provide coverage for the foregoing indemnity.

Article 18. Withdrawal and Termination

18.1. Withdrawal. A Member or Associate Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective after the Member has obtained alternative coverage under the Sustainable Groundwater Management Act through another groundwater sustainability agency, and upon sixty (60) days written notice to the Governing Board.

18.2. Involuntary Termination. Upon a determination by the Governing Board that the actions of a Member (i) fail to comply with the terms of this Agreement, or (ii) conflict with or undermines the

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functioning of the Agency or the preparation and implementation of the GSP, the Governing Board may in its discretion terminate that Member's membership in the Agency, provided that prior to any vote to remove a Member involuntarily all of the Members shall meet and confer regarding all matters related to the proposed removal. Such an action shall require an affirmative vote pursuant to Section 11.3.

18.3. Effect of Withdrawal or Involuntary Termination. To the extent a Member withdraws or is involuntarily terminated from this Agreement and that withdrawal results in a violation of the Act, the remaining Members invoke sSection 10735.2(e) of the Water Code to ensure any probationary status that results from the withdrawal is limited to the area that is no longer covered by this Agreement. Pursuant to Water Code sSection 19735.2(e), the remaining Members and the geographic areas managed by these Members will be excluded from any such resulting probationary status.

18.4. Rights of Member to Become GSA in Event of Withdrawal or Termination. Upon withdrawal or involuntary termination of a Member, or termination of this Agreement pursuant to Article 18.66, whether occurring before or after June 30, 2017, the withdrawing or terminated Member will retain all rights and powers to become or otherwise participate in a GSA for the lands within its boundaries. In such event the Agency and its remaining Members (i) shall not object to or interfere with the lands in the withdrawing or terminated Member's boundaries being in a GSA, as designated by the withdrawing or terminated Member or otherwise, (ii) shall facilitate such transition to the extent reasonably necessary, and (iii) shall withdraw from managing that portion of the Subbasin within the boundaries of the withdrawing or terminating Member and shall so notify the California Department of Water Resources.

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18.5. Obligations Upon Withdrawal. Any Member who withdraws shall remain obligated to pay its share of all debts, liabilities, and obligations of the Agency incurred or accrued prior to the effective date of such withdrawal, other than debts, liabilities, and obligations incurred pursuant to any Project Agreement to which the withdrawing Member is not a participant.

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18.6. Termination of Agency. This Agreement may be rescinded and the Agency terminated by unanimous written consent of all Members, except during the outstanding term of any Agency indebtedness. Nothing in this Agreement shall prevent the Members from entering into other joint exercise of power agreements.

18.7. Disposition of Agency Assets upon Termination.

18.7.1. Surplus Funds. Upon termination of this Agreement, any reserves or surplus money on-hand shall be returned to the Members in the same proportion said Members have funded such reserves or surplus, in accordance with California Government Code sSection 6512.

18.7.2. Agency Property. The Agency shall first offer any assets of the Agency for sale to the Members on terms and conditions determined by the Governing Board. If no such sale to Members is consummated, the Board shall offer the assets of the Agency for sale to any non-member for good and adequate consideration on terms and conditions determined by the Governing Board.

Article 19. Miscellaneous

19.1. Notices. Notices hereunder shall be sufficient if delivered via electronic mail, First-Class mail or facsimile transmission to the addresses following the Party signature blocks hereafter.

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19.2. Bylaws. At, or as soon as practicable after the first Governing Board meeting the Governing Board shall draft and approve Bylaws of the Agency to govern day-to-day operations of the Agency.

19.3. Amendment. This Agreement may be amended at any time, by mutual agreement of the Members, provided that before any amendments shall be operative or valid, it shall be reduced to writing and signed by all Members hereto.

19.4. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

19.5. Execution in Counterparts. The Parties intend to execute this Agreement in counterparts. It is the intent of the Parties to hold one (1) counterpart with single original signatures to evidence the Agreement. After the Agreement is executed, each Party shall be delivered an originally executed counterpart with all Party signatures.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on the last date written beside each Party representative's signature.

SIGNATURE BLOCKS

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Exhibit A

Members and Associate Members

Agency Name	Membership Status
City of Ceres	Member
City of Hughson	Member
City of Modesto	Member
City of Turlock	Member
Delhi County Water District	Member
Denair Community Services District	Member
Hilmar County Water District	Member
Merced County	Member
Stanislaus County	Member
Turlock Irrigation District	Member
City of Waterford (for Hickman)	Associate Member
Monterey Park Tract Community Services District	Associate Member
Stevinson Water District	Associate Member
Keyes Community Services District	Associate Member

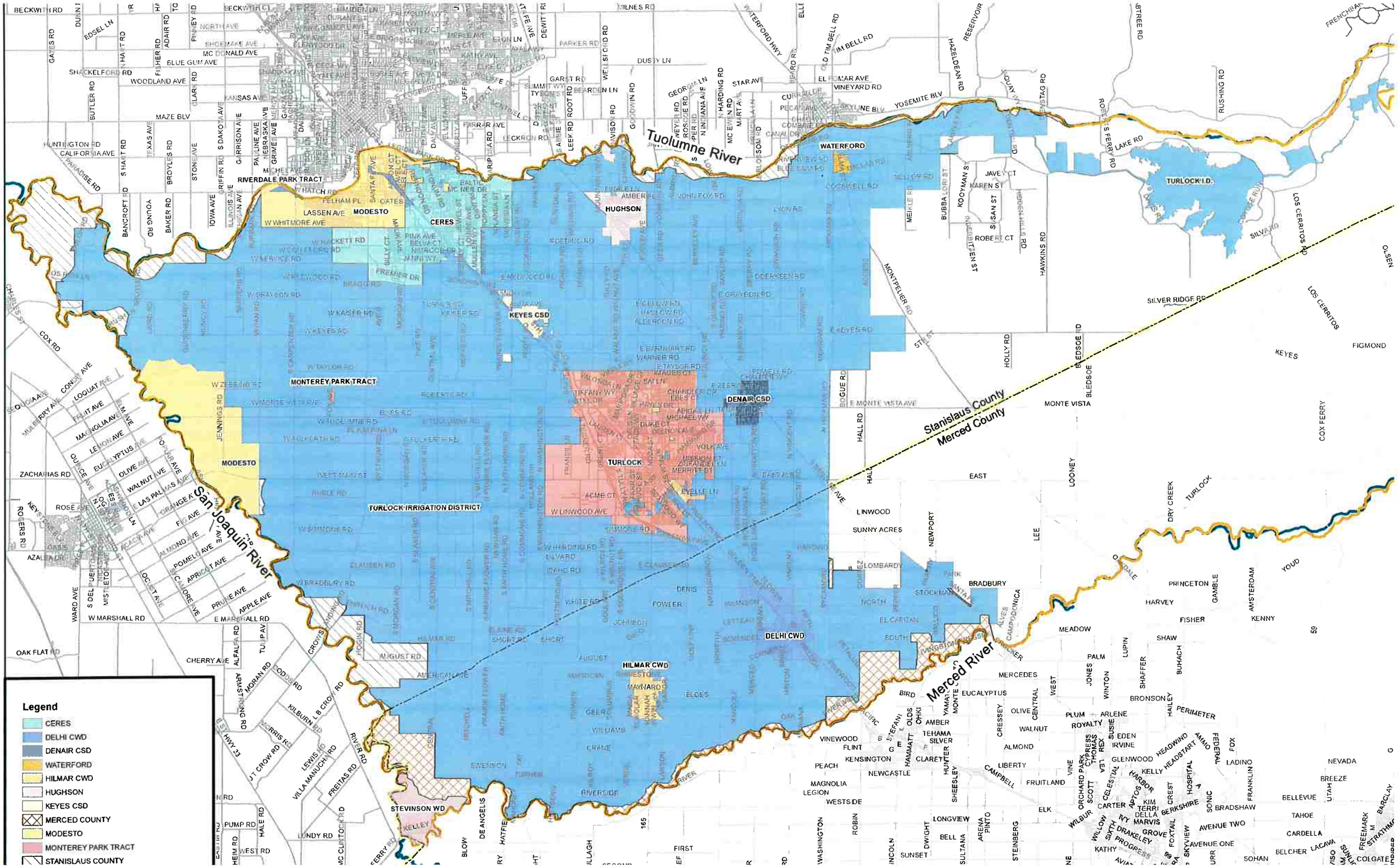
Legend
CERES
DELHI CWD
DENAIR CSD
WATERFORD
HILMAR CWD
HUGHSON
KEYES CSD
MERCED COUNTY
MODESTO
MONTEREY PARK TRACT
STANISLAUS COUNTY
Tuolumne River
San Joaquin River
Merced River
Stanislaus County
Merced County
RIVERDALE PARK TRACT
MONTEREY PARK TRACT
TURLOCK IRRIGATION DISTRICT
TURLOCK I.D.
STEVINSON WD
MODESTO
CERES
HUGHSON
KEYES CSD
DENAIR CSD
TURLOCK
WATERFORD
DELHI CWD
HILMAR CWD

Exhibit C

Agencies with Authority to Vacate Approval

Agency Name	Membership Status
City of Turlock	Member
Turlock Irrigation District	Member

Exhibit D

Proportional Funding of General Operating Budget

Agency	Membership Status	Acreage (Acres)	Acreage Percentage	Production (AF)	Production Percentage	Average Percentage	Percentage with Multiplier for Urban 25%	Funding Percentage
Turlock Irrigation District	Member	164,627	79.27%	126,565	67.45%	73.36%	69.38%	40.14%
City of Turlock	Member	11,014	5.30%	22,804	12.15%	8.73%	10.91%	40.14%
Stanislaus County	Member	8,393	4.04%	13,091	6.98%	5.51%	5.21%	5.21%
City of Ceres	Member	5,925	2.85%	9,612	5.12%	3.99%	4.98%	4.98%
City of Modesto	Member	8,528	4.11%	1,788	0.95%	2.53%	3.16%	3.16%
Merced County	Member	5,005	2.41%	7,805	4.16%	3.28%	3.11%	3.11%
Delhi CWD	Member	1,582	0.76%	1,725	0.92%	0.84%	1.05%	1.05%
City of Hughson	Member	1,134	0.55%	1,479	0.79%	0.67%	0.83%	0.83%
Denair CSD	Member	669	0.32%	1,507	0.80%	0.56%	0.70%	0.70%
Hilmar CWD	Member	791	0.38%	1,280	0.68%	0.53%	0.66%	0.66%
	TOTAL:	207,667	100.00%	187,655	100.00%	100.00%	100.00%	100.00%

Exhibit E

Annual Membership Fees

Agency Name	Membership Status	Annual Fees
City of Ceres	Member	$10,000
City of Hughson	Member	$10,000
City of Modesto	Member	$10,000
City of Turlock	Member	$10,000
Delhi County Water District	Member	$10,000
Denair Community Services District	Member	$10,000
Hilmar County Water District	Member	$10,000
Merced County	Member	$10,000
Stanislaus County	Member	$10,000
Turlock Irrigation District	Member	$10,000
City of Waterford for Hickman	Associate Member	$2,000
Monterey Park Tract Community Services District	Associate Member	$2,000
Stevinson Water District	Associate Member	$2,000
Keyes Community Services District	Associate Member	$2,000

CITY COUNCIL AGENDA ITEM NO. 6.1
SECTION 6: NEW BUSINESS

Meeting Date: **November 14, 2016**
Subject: **Direct Staff to Release a Request for Proposals (RFP) for the Enterprise Resource Planning Software and Implementation**
Presented By: **Shannon Esenwein, Finance Director**

Approved By: _____

Staff Recommendation:

Direct staff to release a Request for Proposal (RFP) for the Enterprise Resource Planning Software and Implementation.

Background and Overview:

The objective of this Request for Proposal (RFP) is to identify, select and implement a proven public sector Enterprise Resource Planning System to replace the City's existing Multiple Operations Management (MOM) software provided by Corbin Willits. The desire is to have the new system integrate financial management, payroll, budget, utility billing, business license, human resources and reporting into one system.

The City of Hughson currently utilizes the MOM software system, including modules for general ledger, payroll, accounts payable, cash management, utility billing and business license, to support the ongoing operations of the City. Although adequate to meet many basic operational needs, MOM's was implemented long ago and does not have the technology to enable complex analysis of data without extensive utilization of staff hours. In some instances, even with the extended number of staff hours, the technology is not adequate to perform the analysis required or to modify a report to meet specific needs. Although the system has been upgraded over time, the software is cumbersome for staff and makes it difficult for staff to provide transparent information. The system's outdated technology platform and limited functionality has prevented the City from implementing industry best practices in finance and human resource management. Over the past several years, the City has also experienced vendor support issues and declining customer support.

A new Enterprise Resource Planning System would allow Hughson to catch up with industry best practices, including improved workflow and increased reporting and analysis capacity. These efficiencies would be realized throughout the organization and falls in line with City Council's priority for using technology to improve efficiency and transparency.

Discussion:

Based on City Council direction to undertake the RFP process for a new Enterprise Resource Planning Software, City staff has prepared for release of a Request for Proposals (RFP) to solicit proposals from interested parties for software and implementation services. 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 75 days to complete. The following is the tentative schedule for reference.

Release Request for Proposal	November 15, 2016
RFP Questions Due to City	November 25, 2016
City Responds to RFP Questions	December 2, 2016
Proposals due to City of Hughson	December 15, 2016
Product Demonstration/Select Vendor	January 9-13, 2017
Hughson City Council Approval	January 23, 2017
Completion of Agreement	January 31, 2017
Implementation of New System	July 1, 2017

Fiscal Impact:

The Fiscal Year 2016-2017 budget includes $150,000 from Fund 41 (Public Facility Development) for the Enterprise Resource Planning Software and Implementation. Staff recognizes that the total cost could exceed the budgeted amount and would need to be included in the Fiscal Year 2017-2018 Operating Budget.

REQUEST FOR PROPOSAL

FOR

ENTERPRISE RESOURCE PLANNING SOFTWARE AND IMPLEMENTATION

PROPOSALS MUST BE RECEIVED
NO LATER THAN
3:00 PM, DECEMBER 15, 2016

SEND PROPOSALS TO:
Shannon Esenwein
Finance Director
City of Hughson
7018 Pine Street | PO Box 9
Hughson, CA 95326

PURPOSE

The City of Hughson is soliciting proposals for a full range enterprise resource planning software applications that include software, conversion services, initial and ongoing training and technical support. It is the City's preference to enter into an agreement with a single vendor who can provide the complete range of required and desired modules, along with excellent customer service support. The objective of this Request for Proposal (RFP) is to identify, select and implement a proven public sector enterprise resource planning system to replace the City's existing Multiple Operations Management (MOM) software provided by Corbin Willits. The City seeks a qualified vendor (Proposer) with the experience, expertise, and qualifications to provide a fully integrated, proven state-of-the-art solution (New System).

The proposed New System should consist of the following integrated modules:

Financial Management Modules

- General ledger
- Budget preparation and management
- Purchasing including requisitions and purchase orders
- Accounts payable
- Cash management and receipting
- Accounts receivable
- Fixed assets
- Project/Grant management

Payroll Modules

- Payroll including labor and benefits distribution
- CalPERS retirement reporting

Utility Billing Module

Business License Module

Human Resources Modules

- Personnel management
- Benefits administration
- Personnel action processing
- Position budgeting

Other

- Reporting
- Document imaging
- System audit and security
- Workflow

In addition to the software modules identified above, the City is seeking a vendor to provide professional services that will ensure a successful implementation. The professional services should include the following:

- Software installation and configuration
- Implementation consulting
- Data conversion
- Documentation
- Assistance designing and developing a new chart of accounts
- Training
- Project management
- Software maintenance and support

Proposers are encouraged to describe additional offerings that may be of interest to the City based on the proposer's experience in working with similar size municipalities. Proposers should clearly describe optional offerings and the pricing associated with the optional offerings.

The City is prepared to make the resources available to make possible a July 1, 2017 "go live" schedule of the core financials, payroll, utility billing and human resources. The City is looking for Proposers to craft an approach that meets the City's objective. If Proposers are not able to meet this timeline, they are encouraged to propose an alternative timeline for the City to consider.

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. Although Hughson is a growing community, it still maintains the unique small hometown feel that long time residents have always associated with the City.

The City of Hughson was incorporated as a General Law City on December 9, 1972. The City is governed by a five-member City Council, and Council Members are elected at-large.

The operating budget for Fiscal Year 2016-2017 is $10,048,440. The City operates with the support of 16 staff in the delivery of sewer, water, and general government services. Fire service is provided by the Hughson Fire Protection District and police service is provided through a contract and partnership with the Stanislaus County Sheriff's Department.

The City of Hughson is focused on building upon the successes of the past while learning from challenges previously faced. The City of Hughson is dedicated to enhancing the quality of life for residents by recognizing its agricultural heritage and maintaining the small town atmosphere. The City is also committed to providing a high level of public services, maintaining economic vitality and retaining the distinctiveness of the community through partnerships with other government agencies, non-profit organizations, businesses and local community groups.

The Finance Department ensures the safekeeping, management and accounting of the City's financial assets. The department provides City financial information to the

public, the City Council, the City Manager, and other City departments. The department audits revenue sources, processes cash receipts, payroll, accounts payable and accounts receivable, administers assessment districts and other debt, invests the City's funds, prepares and monitors the City's budget, and coordinates the City's financial audits and preparation of the financial reports. In addition the Finance Department provides personnel and risk management services to the City departments and the public. Services include recruitment, selection, placement, employee benefits, workers compensation and employer/employee relations.

PROJECT INFORMATION

INTRODUCTION

With this RFP, the City of Hughson has placed a high priority on replacing the existing MOM software with a proven, commercial-off-the-shelf system. Implementing the New System should meet the following high level objectives:

- Provide a tightly integrated and comprehensive solution to manage the City's business functions
- Streamline business processes through automation, integration and workflows
- Provide enhanced reporting capability to improve decision making
- Promote implementation of best practice processes
- Provide user friendly and intuitive user interface
- Provide enhanced features and functionality
- Provide online payment options for the public
- Reduce/eliminate the reliance and need for "offline" spreadsheets to support financial activities

In selecting a vendor, the City is looking for a vendor that can provide the following:

- A solution that supports continual innovation to implement best business practices
- Long-term vendor commitment to product improvements to keep up with best practices
- Enhanced features and functionality to support operational efficiencies (i.e. workflow, self service, document imaging, banking integration, etc.)
- Business analytics of finance, payroll, and human resource information
- Access to system and approvals from mobile devices
- Cost effective annual ongoing maintenance and support costs

CURRENT FINANCIAL SYSTEM USE AND PROCESSES

This section provides a high-level overview of how the City uses the Corbin Willits MOM system and information about manual processes performed outside of MOM. The City uses the following modules in the MOM system:

- General Ledger

- Accounts Payable
- Payroll
- Cash Management
- Budget (under the General Ledger module and manually entered from Excel)
- Utility Billing
- Business License

The following bullets provide additional information regarding core financial functions performed by the City. Automation of these processes in the New System is desired.

- Staff has a heavy reliance on Microsoft Excel to support many finance and payroll functions. In the future, the City's desire is to minimize the use of offline spreadsheets and the reliance on independent data repositories.
- The budget process is supported using Excel spreadsheets. After the budget is adopted by the City Council, it is manually entered into MOM. The City wishes to automate the budget process by using the New System to enter proposed budget data, generate proposed budget information and post the proposed budget to the general ledger once adopted by the Council. In addition, to the extent feasible the City wishes to generate a budget document directly from the New System.
- Purchase orders are generated utilizing manual processes including calling City Hall to obtain the purchase order number and then a manually entering the information into Excel to create the PO. The generation of a purchase order does not simultaneously create an encumbrance for the expense. It is the City's desire to automate and integrate the purchase order process into the financial management system.
- The Accounts Payable function involves creating a voucher using Excel and then entering the applicable information into the MOM system. The current process includes double entry of information and has the possibility for a greater chance of error. It is the City's desire to automate and integrate the accounts payable function with the purchasing and general ledger modules in the New System.
- The City manually flags transactions and enters adjustments for bank reconciliations directly into MOM to support the bank reconciliation.
- Fixed Assets are maintained through an Excel spreadsheet and the corresponding depreciation is applied through a journal entry at the end of the fiscal year.
- Financial reports are created by downloading information from MOM into Excel or by hand entering information from MOM into Excel.

The City seeks a system that will automate as many processes as possible and help align the financial, payroll, purchasing, human resources, budget, business license and utility billing processes with best practices. The City understands that existing processes and procedures may change to align with the best practice methods incorporated into the Proposer's solution.

SCOPE OF SERVICES

The City seeks a proven, fully integrated public sector enterprise resource planning system. It is seeking to modify existing business processes to accommodate best practices. More specifically, the New System should provide the following capabilities:

- All transactions are processed in real-time and immediately available for inquiry and reporting
- Fully integrated system where data is only entered once
- Robust security capabilities
- Workflow capabilities should be available across all appropriate modules
- Reporting should be friendly, allowing staff to create and/or obtain reports with minimal training
- Robust audit and transaction logging capabilities
- Ability for read-only access

The remainder of this section identifies selected key features, functions, and capabilities the City is seeking from a New System. Proposers must respond to each section explaining how the proposed system meets the needs of the City, as well as identify any feature and functions that can further improve City processes.

The City seeks a New System that provides the following general system characteristics in terms of its user interface:

- An intuitive, consistent (within and across modules), well designed user interface
- One-time/single point of data entry to eliminate re-keying of information
- Robust search capabilities
- All transactions are real-time and immediately available for inquiry and reporting
- Comprehensive documentation and training materials
- Electronic Workflow for all approval processes (i.e. purchase requisitions, invoice approval, vouchers, payroll, etc.)
- Ability to drill-down and drill-across from a transaction to view the supporting source documents
- Ability to easily export information directly to Excel, Adobe, Crystal Reports and other platforms
- Provide user-defined tables, fields, screens, reports, hot keys, and business rules/workflows
- Ability to modify setup/configuration (i.e. setup codes, report parameters, etc.) without the assistance of the Proposer
- Support opening a new fiscal year prior to closing the previous fiscal year and support transactions and journal entries into the appropriate fiscal year

GENERAL LEDGER

The New System should be capable of managing all of the City's revenues and expenditures. The New System should provide robust, easy to use reporting capabilities to support budget and expense reporting and financial analysis. The General Ledger (GL) module should feature a rich set of functionality for journal management and bank reconciliation supporting the following:

- Provide a fully integrated system with all other modules
- Ability to import journals
- Support for sub-ledgers
- Numerous workflow and approval options, including secondary approval
- Integration with bank reconciliation functions designed to support accounts payable check reconciliation, payroll and general account reconciliation activities
- Ability to set up recurring journal entries
- Provide journal entry templates for efficient data entry
- Allow all users to enter GL transactions based on security roles
- Provide all users access to the GL information based on security roles
- Provide year-end financial statement preparation
- Full drill-down capability
- Provide simple, clean export of data to Excel, PDF and other platforms
- The GL Account String / Chart of Accounts must have flexible segment options that support the following:
    - Support multiple funds
    - Support the City's structure in terms of department, account, project, etc.
    - Support multiple cost centers
- Allow clearing of outstanding checks individually, in groups or electronically by downloading from the financial institution
- Prepare reconciliation statement
- Easily handle the posting of bank generated transaction that have not been posted to the GL

BUDGET

The New System should include a robust budget module that allows for:

- Integration with Microsoft Excel
- Multi-level approval and rolling
- Easy to use department interface for the development of their operating and capital budget
- Projection modeling, including payroll projections
- Options for populating budgets with historical data (i.e. last year's actual) or developing zero-based budgets
- Allow multiple budget versions to track the evolution of the budget, from initial, to proposed, to adopted budget
- Track all amendments to the budget

- Pre-formatted outputs
- Extensive use of budget vs. actual on-screen and hard-copy reporting that facilitates trend analysis
- On-screen and reporting drill-down and drill-across
- Outputs that are exportable to various file output formats including Excel
- Multiyear reporting with at least 3 but preferably 5 years

PURCHASING

The City seeks to implement a fully integrated purchasing module as part of the New System. The module should be capable of managing all the City's product and service acquisition activities. The City seeks to obtain a purchasing module that has the following capabilities:

- Integrate with Accounts Payable, Fixed Assets and General Ledger
- Track information for the entire life-cycle of the procurement (i.e. purchase order through payment)
- Provide an open purchase order report by program number or by multiple program numbers
- Provide search ability for both open and closed purchase orders by:
    - Vendor name, even if the payment is made to another name and address
    - Project
    - Program number or multiple program numbers
- Support contractual retention (i.e. 10% holdback until the project is satisfactorily completed)
- Perform budget checking during requisition and purchase order creation
- Capture internal or external justification, notes, or comments on a purchase order with the ability of internal comments being visible only to City staff
- Attach documentation to the purchase order
- Allows authorized users to override limits placed by the system
- Electronic Workflow support for the approval of purchase orders
- Ability to electronically send purchase orders to vendors in PDF format
- Restrict users to specific general ledger accounts
- Prevent a purchase order from being issued to an inactive vendor
- Issue blanket purchase orders
- Support year-end activities such as the following:
    - Provide the ability to roll purchase orders to the new fiscal year
    - Allow purchase orders to be entered for the new fiscal year prior to the start of that fiscal year
    - Support for accruals
- Allow change orders for purchase orders
- Support certificate of insurance expirations
- Robust audit tracking
- Support for imaging and archiving of purchasing-related documents generated by the system
- Provide real-time ability to see the original purchase order amount, encumbrance and balance

ACCOUNTS PAYABLE

The City seeks a robust accounts payable module that should have the ability to:

- Attach relevant document images to accounts payable (A/P) items (i.e. invoice, purchase order, payment and receipt documents)
- Integrate with fixed assets and GL
- Allow for invoice processing without a purchase order
- Verify budget availability during data entry
- Select line items from the purchase order/invoice for payment
- Generate more than one check for a vendor during the check process (i.e. one invoice per check although multiple invoices are being paid)
- Generate multiple page checks
- Post approved invoice to A/P and the GL upon approval
- Automatically capture an image of the check and attach it to the vendor record
- View the purchase order image, invoice image and payment image in vendor inquiry
- Automatically calculate payment discounts
- Automatically calculate taxes as appropriate for items being paid
- Support California EDD reporting requirements for independent contractors and support 1099 reporting requirements
- Include the email address and web site address in the vendor master record
- Provide security for the vendor master record (to add new vendors and changes to the vendor master record)
- Provide workflow support for check issuance and approvals
- Allow staff to view vendor detailed payment history (i.e. to see all PO's outstanding and payments made)

CASH MANAGEMENT AND RECEIPTING

The City utilizes cash management for the entry of miscellaneous cash receipts into the general ledger, utility payments, facility rental payments, business licenses fees, plan check fees, building permits, along with posting the cash to appropriate bank account(s). The module also provides for tracking of transfers between bank accounts and for bank reconciliation processes. The New System should:

- Integrate with all aspects of the New System that affect cash accounts (i.e. GL, A/P, payroll, etc.)
- Allocate investment earnings based on ending cash balances in each fund
- Provide a daily treasurer's report showing available cash balances
- Automatically update GL accounts for all cash related transactions
- Keep track of upcoming debt service payments to ensure prompt payment and help determine cash flow needs
- Provide the ability to post transactions into the GL
- Provide posting to one or more bank accounts
- Support the transfer of cash between bank accounts

- Provide appropriate functionality for bank reconciliation needs
- Provide templates to be used for different types of receipts
- Update accounts receivable and any other related modules automatically
- Integrate with Hinderliter, de Llamas & Associates (HdL) building permit software
- Provide for online payment options for the public to pay all bills
- Prepare daily deposit

ACCOUNTS RECEIVABLE

The City seeks to implement an accounts receivable (A/R) module that supports the preparation and tracking of miscellaneous invoices and monthly recurring invoices and statements. The A/R module should:

- Integrate with GL, cash management and project/grant management
- Allow payments via ACH and online
- Allow the ability to reverse payment receipts (i.e. account corrections or insufficient funds)
- Provide templates for various types of A/R invoices (i.e. lease agreements, property rentals, etc.)
- Post to the GL and A/R subject to workflow rules
- Ability to allocate charges to various GL accounts
- Update the A/R customer account outstanding balance with payments recorded in the cash management module automatically
- Track unapplied credit balances
- Track collection or write-off history
- Provide for electronic mailing of PDF statements to customers
- Generate recurring invoices or statements and allow description changes
- Calculate late payments fees
- Generate late payment notices on past-due accounts
- Calculate scheduled rate increases (i.e. facility rents with scheduled increases)
- Interface with HdL building permit software to track invoices generated and reduce duplicate entries
- Print various accounts receivable reports (i.e. aging report by fund, by invoice type, accounts forwarded to collections, etc.)

FIXED ASSETS

The City seeks to implement a fully integrated fixed asset system that should:

- Integrate with A/P and GL
- Allow A/P staff to designate an invoice record as a fixed asset item and automatically add the record to the fixed asset ledger
- Additional fixed asset records should be subject to workflow approvals
- Allow users to add additional information to fixed asset record after purchase
- Calculate deprecation which will post directly to GL subject to workflow approvals

- Provide all GASB 34 required fixed asset reports
- Calculate beginning and ending balance, additions, retirements, and accumulated depreciation by comprehensive annual financial report (CAFR) fixed asset categories such as land, machinery & equipment, buildings, improvements other than buildings, etc.
- Allow system to track non-capitalized items for inventory control
- Allow users to have view only access to fixed assets module

PROJECT AND GRANT MANAGEMENT

As part of the fully integrated system, the City wants a project and grant accounting module which can accommodate the following:

- Track budget and expenditures over the life of the project or grant
- GL entries (A/P and payroll) automatically flow into the project/grant accounting module
- Provide grant accounting reports that cover multiple years
- Provide users view-only access to the project/grant account module so that they can better track their projects and are not dependent on finance for information
- Provide budget-vs.-actual reporting on a year-to-date or grant-to-date basis
- Generate reports tailored to the requirements of the department or external granting agency
- Ability to budget and report on project/grant within an existing program
- Ability to track and generate report for capital project budget over a multi-year period
- Ability to track operating budget for project revenue and expenditures over multiple years
- Ability to track multiple revenue funding sources for each capital project and set priority of which funds are used first or for specific expenditure line items
- Robust revenue and expenditure tracking abilities for current projects

PAYROLL

The City seeks to implement a full feature payroll system. The payroll module should have the ability to:

- Integrate payroll with human resources, GL, A/P and budget
- Generate paychecks, direct deposit advices, and EFT files
- Provide year to date totals by employee for wages, taxes, deductions, etc.
- Calculate payroll in accordance with all federal and state requirements including the Fair Labor Standards Act (FLSA)
- Calculate and report payroll using required CalPERS reporting elements
- Support Public Employees' Pension Reform Act (PEPRA) requirements for alternate benefit offerings
- Track all compensation elements necessary for the annual compensation report to the State Controller

- Provide detailed postings to the GL with the ability to drill back into the payroll module to see who was charged to a specific account and the hours charged
- Support multiple concurrently open payrolls (i.e. vacation, sick or comp time cash outs, etc.)
- Support check and direct deposit advice imaging, sharing and archiving
- Withhold and remit all garnishments to the appropriate governmental agencies based on various withholding options
- Support time entries for projects and grants
- Allocate payroll costs and associated benefits to multiple accounts per employee based on time card entry allocation of hours or based on budget
- Generate off-the-shelf and ad hoc reports that support data requirements associated with CalPERS, auditors, deferred compensation providers, along with ongoing reports including a comprehensive payroll register, sick and vacation accrual reports for management, overtime reports, tax reports, auto allowance reports, exception and payroll calculations, etc.
- Provide month end reports for life insurance deductions, health insurance deductions, etc. for monthly payments to carriers
- Export CalPERS files in the required format and provide the ability to support potential changes to current CalPERS requirements
- Ability to flexibly define what earnings are subject to CalPERS, including different setups for different employee groups
- Support the issuance of manual payroll checks
- Generate all state and federal quarterly and annual payroll regulatory reports
- Prepare and remit annual W-2s to the appropriate agencies and provide paper and electronic copies to the City
- Automatically update state and federal tax rates, withholding, etc.
- Define leave accruals by employee group or individual designation and ability to track multiple leave types
- Alert employees/supervisor that leave accrual cap has been reached
- Withhold and remit all taxes (via EFT/ACH) to the appropriate governmental agencies (i.e. withholding and remittance of social security tax, Medicare, etc.)
- Automatically generates an audit report of all system changes with specific change(s) (before and after), showing user who made the change, and date and time of the change
- Support ability to suspend leave accruals for employees while on authorized leave without pay and/or worker's comp leave
- Ability to mass populate changes for cost of living, salary, allowances, etc., by employee group
- Ability to generate form 1094 and 1095 to IRS and employees per the 2015 Affordable Care Act for employer provided health insurance
- Ability to create mass change templates for various global changes
- Automated check reconciliation via bank import file

UTILITY BILLING

The City seeks to implement an integrated utility billing module as part of the New System. The module should be capable of managing all aspects of the billing process. The utility billing module should include the following features:

- Provide for integration with A/P, A/R, cash management, etc.
- Support an unlimited number of utility accounts per book/route
- Provide all file maintenance in real-time
- Support the ability to enter first and last names in separate fields
- When setting up a new utility account the system should warn the operator if a customer with the same driver's license number or social security number has had an account with the city and either owes a balance or has been written off as bad debt in the utility system
- Provisions for user-defined fields with parameters defined by the user
- Ability to turn off and turn on individual service resulting in automatic, user defined, prorating of services. Ability to automatically turn services off and back on at specified dates or visa-versa
- Provide for displaying and/or printing any customer account history (financial and consumption) upon request
- The ability to have an unlimited amount of rates codes per service, per account
- Provision for unlimited text or notes for a customer's account with ability to identify as occupant related or address related notes. Provide ability to assign alert flags to accounts with notes
- End user reporting tools must be available to create queries and/or reports using data from any of the fields within the utility billing system
- System must be able to provide an audit trail for changes to the account. Audit trail must include: user name, date, time stamp, old and new information
- Provide the ability to lookup account information based on any number of criteria
- Module should support unlimited transaction and consumption history
- Provide internet billing and payment capabilities with the customer account updated in real time
- Provide the ability to attach an alert code to a comment
- Display balances by service (water, sewer and garbage)
- Ability to vary rate structure to accommodate an unlimited number of rate tables for each service
- Ability to support unlimited rate revisions and store prior rate tables in history
- Ability to support rate revision in the middle of the billing cycle and have the system prorate automatically
- Provide for one-time special charges
- Ability to have an unlimited number of attachments, scanned documents or Word/Excel files
- Print user defined messages on bills
- Print bar codes on bills represent the customer's utility account numbers. Ability to read bar codes with bar code scanners upon receipt of payment

- Ability to automatically add late penalties or interest charges to delinquent accounts according to a flexible rate structure determined by the user
- Automatically generate a cut off list after printing a preview report, which can be reviewed for possible revisions
- Ability to age accounts in 30, 60, 90 and 120-day increments
- Automatic printing of disconnect notices and cut-off service orders Ability to produce delinquent bills for customers that have already received a final bill but continue to maintain an unpaid balance
- Provides ability to post payments and adjustments to bad debt accounts
- Provides ability to reinstate a bad debt account to the active data files without having to re-enter account information
- Store date and time of reading when captured through automated meter reading system
- Service order system provides automated updates to the utility system upon completion of applicable service orders (i.e. turn-ons, turn-offs, re-reads, meter change outs, transfers, etc.)
- A history of all service orders related to a service address should be displayed in the inquiry window at the service address
- Ability to automatically prorate bills for new accounts and final accounts based on user-defined formulas
- Ability to automatically apply deposits to a final bill
- Handle data transfer from Orion (Bader Meter) and provide upload and download of data to meter reading system
- Ability to transfer deposit from one active billing account to another
- Ability to convert data to Excel so that bills can be printed and mailed from ABS Presort
- Ability to allow residents access to view their bill and history of consumption online

BUSINESS LICENSE

The City seeks to implement an integrated Business License module as part of the New System. The module should be capable of the following:

- Provide a business licensing system that automates license issuing, renewal and payment processing
- Integrates with A/R, GL and Cash management
- An integrated audit system that tracks entries by user id with name, date and time stamp
- Ability for online payments
- Ability to print laser printed licenses on blank stock
- Provide the ability to complete a batch renewal for current license
- Provide identification for non-renewal license types and the ability to eliminate these in batch renewal process
- Report writer for ad hoc reporting
- Drill down capabilities
- Real time system processing
- Provide the ability to attach a file to a record

- Ability to add special comments with selected accounts
- Handle an unlimited number of fees and rates

HUMAN RESOURCES

The City seeks to implement an integrated human resources (HR) module as part of the New System. The module should be capable of managing all of the City's employees, certification/license requirements, and retirement and benefit packages. The City will consider an integrated robust system that provides for online application and reports to receive applicant data and to track and process applicants during the recruitment and selection process up to the point of hiring depending on the price and capability of the applicant tracking system.

The human resources module should include the following features:

- Incorporate Position Control
- Make extensive use of table-based salary maintenance schedules and other field components
- Provide business analytics and simple ad hoc reporting
- Track certifications including expiration date
- Provide the ability to specify required certification by job title
- Support automatic notifications of upcoming salary step increases
- Provide employee event tracking to manage performance evaluations, training, certifications, and salary increases
- Provide tracking and reporting for employees on medical leave and/or workers' comp leave
- Provide workflow tracking and reporting functionalities such as performance evaluation, Family Medical Leave Act (FMLA), etc., wherein emails are sent to the HR administrator, employees and their supervisors
- Provide an online portal for employee access to personnel forms, memorandum of understanding (MOU), policies and procedures, Injury Illness and Prevention Program, personnel manual, salary schedules, etc.
- Provide an audit report of all system changes with specific change(s) (before and after), user who made the change, and date and time of change
- Implement strict security measures concerning access to the system
- Implement an electronic employee performance review process
- Organization charting capability
- Provide benefits administration capabilities
- Ability to print reports on user defined fields

REPORTING

The City seeks to obtain a robust reporting capability to support the finance, utility billing and payroll functions. The New System should provide the following reporting features:

- The ability to export data to Excel
- A user-friendly report writer with drill-down / drill across capability

- Flexibility including the ability to schedule reports to run and distribute automatically, generate reports to HTML and PDF formats, and email reports
- On screen dashboard analytics that are easy to create and customize by the user
- Preparation of standard CAFR reports

DOCUMENT IMAGING

The City desires to streamline processing in order to capture, store, index, search and retrieve electronic images associated with financial, human resource, utility billing and payroll transactions as they are being handled by the system. The document management capabilities integrated with the New System should provide the following basic capabilities:

- Provide imaging of documents created by the system including purchase orders, payroll checks, accounts payable, W2's, 1099's, utility bills, business license, etc. The images should be available by individual record. For example, an individual's paycheck and not the entire check run for the pay period
- Allow manually scanned images to attach to appropriate transaction records - the module should prompt for scanned attachments
- Conform to records management requirements including retention schedules
- Provide drill-down ability for the user to view related documents associated with financial, payroll, utility billing and personnel transactions. For example, vendor inquiry should provide the ability to view images of accounts payable checks, associated purchase orders, the requisition and associated manually scanned documents including bids and packing lists
- Provide system coordination to allow batch processing of images. For example, allow accounts payable invoices received to be scanned in a batch and then associated with each purchase order
- Provide the ability to export images to allow uploading to the City's existing document management system

SYSTEM AUDIT AND SECURITY

The City seeks to implement a New System with robust security and transaction audit/logging capabilities. The system audit capabilities should include the ability to track transaction processes and updates to the database. The New System should create audit trails for transactions processed through the system allowing authorized staff to drill down on transactions to view supporting detail. Audit logging should allow authorized staff to easily determine the source of each transaction to include identifying user ID and date/time for all table changes.

WORKFLOW

The City seeks to implement a New System with workflow capabilities to help automate common financial, human resource, utility billing and payroll transactions. The system workflow capabilities should include the ability to notify a user

automatically when action is needed. The system should include automated approvals and notifications supporting a paperless environment. The New System should have the ability to:

- Track transactions submitted for approval and review with the date/time stamp
- Automate approval notification both at the system level and via the City's email system
- Implement best practice workflow templates for all core financial and payroll transactions (i.e. payables processing, purchase order approval, GL transaction approval, payroll processing, journal entries, etc.)
- Integrate with the City's email system to assist in the notification and approval steps
- Create custom workflows based on the City business rules

TECHNICAL REQUIREMENTS

The City will acquire new infrastructure as deemed necessary in order to make optimal use of the New System. The city wants to make use of the best practices in technology as long as it is financially feasible. Proposers should state clearly not only the minimum information technology requirements for their software, but more importantly the optimal requirements for best use of their software.

KEY SELECTION FACTORS

An Evaluation Committee shall review all proposals to determine which Proposers have qualified for consideration. The evaluation will include at least an initial review and a detailed review. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Only those proposals that meet or exceed the intent of the mandatory requirements will be further evaluated.

Submitted proposals will be evaluated on the following criteria:

- Quality, clarity, and responsiveness of proposal
- Ability to meet the needs of the City
- Well thought out timeline and roadmap for desired "go live" dates
- Proven technical ability to design, install and support the proposed system
- Demonstrated ability to work in a cooperative and collaborative manner with clients
- Anticipated value and price
- Perceived risk or lack thereof
- Company financial stability
- Number of similar size clients in terms of users, population and city services
- Ease in maintaining the system and frequency of fixes
- Ease and cost of upgrading versions
- References for each application proposed

- Results of interviews, demonstrations, and site visits
- Ability to prepare and execute a contract in a timely manner
- Commitment to continually evolving the system to remain current with evolving best practices

The proposal evaluation will be heavily weighted on the Proposer's success in the Proof of Capabilities demonstration and site visits. The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure a full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be held after initial evaluation of Proposals is complete. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing.

CONDITIONS AND INSTRUCTIONS

PROPOSAL DELIVERY LOCATION

Proposals shall be delivered/mailed to the attention of Shannon Esenwein, Finance Director, City of Hughson, 7018 Pine Street | PO Box 9, Hughson, California 95326 prior to 3:00 PM on December 15, 2016. Proposals received after that time will be returned unopened to the respective Proposer 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 proposer's qualifications and experience applicable to the scope of services. The proposal shall be limited to 75 one-sided pages (8.5"x11"), inclusive of cover letter, resumes, and graphics.

The following describes the information that should be submitted by each Proposer:

1. Cover Letter
2. Table of Contents
3. Project Understanding and Vendor Qualifications
4. Proposed Application Software & Computing Environment
5. Database Software
6. Optional Software
7. System Security
8. Responses to General/Functional Requirements
9. Implementation Support and Training
10. Maintenance Program
11. Client References
12. Contract Terms and Conditions
13. Cost Proposal and Schedule
14. Software Licensing and Maintenance Agreement

Cover Letter:
The submittal should include a letter describing the Proposer's interest in providing the requested services. The person authorized by the Proposer 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.

Table of Contents:
All pages are to be numbered and figures, tables, charts, etc. must be assigned index numbers and identified in the Table of Contents.

Project Understanding and Vendor Qualifications:
The submittal should include a description of the Proposer's understanding of the project and a narrative, including complete information about the proposer 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 proposer, including key personnel
2. Names and resumes of designated project manager and key personnel that will be assigned to this contract
3. Organization chart of project personnel
4. Description of experience (Proposer's team and project personnel) on similar municipal enterprise resource management software and implementation projects
5. Statement of project understanding
6. Indicate the primary contact (and management hierarchy) that will be available for all aspects of the work

Proposed Application Software & Computing Environment

The vendor must present, in detail, features and capabilities of the proposed application software.

In addition, the following information should be included:

- Hardware Environment - Describe the hardware environment required to utilize the proposed software. In the event there is more than one suitable hardware platform, list all options indicating the relative strengths and weaknesses (if any) of each.
- Operating System - Identify the operating system required by the proposed applications software and database management system in the hardware environment recommended above. In the event there is more than one suitable operating system, list all options indicating the relative strengths and weaknesses (if any) of each.

List the operating system software support products required to support the recommended computing environment. List any additional Proposer software products required to support your proposed application software.

Database Software

Provide a description of the database management system utilized by the proposed software application(s). List any features utilized in constructing the proposed system and any additional required or optional end-user productivity tools.

Optional Software

The vendor should explicitly state the name of any third-party products that are part of the proposed solution to the City of Hughson list of requirements. For each third-party product, there should be a statement about whether the Proposer's contract would encompass the third-party product and/or whether the City of Hughson would have to contract on its own for the product.

Include a description of any products, features or other value added components available for use with the proposed software application(s) that have not been specifically requested in this RFP. Consideration of these products, features, or

other value added components will be given where these may be of value to the City of Hughson.

System Security

System security should be designed to provide adequate user access and breach logs and other preventative controls to prevent unauthorized access to the software proposed. This can be through individual user access, group access or integrated with the Windows environment. The system should report that a breach has occurred or attempted and indicate the data compromised or at risk.

Responses to General/Functional Requirements

The vendor must provide responses to each of the General Requirements which are listed on pages 6-16 of the RFP.

Implementation Support and Training

The Proposer should identify the proposed implementation approach clearly identifying each phase, the timeline proposed, roles and responsibilities to be performed by the Proposer, and those to be performed by the City.

- Describe your implementation and project management methodology and approach to ensure a successful implementation.
- Provide a detailed work plan that identifies major activities, tasks, deliverables, and resources. The work plan should assume a “go live” date of July 1, 2017 for all core financials (GL, Budget, A/R, A/P, etc.), payroll, utility billing, business license and HR functions. If Proposer is recommending additional phases, please include those in the work plan so that the City can clearly understand what the additional phases would include and the timeline for their completion. If Proposer cannot meet the July 1, 2017 “go live” date or recommends a different timeframe, please explain the rationale.
- Describe the roles and responsibilities of the City staff during implementation and provide an estimated level of effort.
- The City desires to convert five (5) years of GL historical data in addition to the current fiscal year. Any GL data to be converted would be done after the system goes live and the audit is complete for the fiscal year ended June 30, 2017.
- Describe your conversion methodology that would be used to implement the New System. In addition, provide your recommendations for data conversion.
- Describe your training methodology and how you ensure users are prepared to use the New System.

Maintenance Program

Specify the nature of any post-implementation support provided by the Proposer including:

- Telephone support: toll-free support hotline, hours of operation, etc.
- Availability of future upgrades and product enhancements
- Availability of user groups
- Problem reporting and resolution procedures

- Other support (e.g., onsite; remote dial-in; website access to patches, fixes, and knowledge base)
- Trainings services offered after the software has gone live (refresher, new hire and upgrade training), including training prices/rates, if applicable

Client References

The Proposer must provide at least five reference with at least three of the references for system that have been implemented in the last five years. The City prefers references from California municipal agencies of similar size and complexity to the City.

For each reference, Proposer must provide the following information:

1. Agency name and contact information (i.e. name, title, address, phone and email)
2. Brief project description, including identifying the software version and modules implemented
3. Number of agency employees
4. Agency general fund budget
5. Implementation date
6. Implementation timeline and cost

In addition to the above reference list, the City desires each Proposer to identify which of their clients are fully utilizing the system and demonstrate how those clients have implemented their software to its fullest capability and creatively structured processes around the system to make their business processing and customer service highly effective and efficient. For each proposed module, the City expects the Proposer to list their top client that uses that module to its fullest extent in a table that shows the following information:

- Module name
- Agency name and contact information
- Brief description of why that agency stands out in its use of the module

Contract Terms and Conditions

Provide a copy of the Proposer's standard Terms and Conditions contract.

Cost Proposal and Project Schedule:

The cost proposal and project schedule section identifies the total cost to the City of Hughson for the entire enterprise resource management software and implementation, including all tasks identified in the RFP and other tasks as proposed in the professional judgment of the Proposer. The proposal must divide the project into separate functional work tasks, corresponding with the proposed Project Schedule, and provide the associated fees for the work to be done. This should include an estimate of the work hours of the various personnel involved.

ALL cost incurred and billed to the City of Hughson, including professional services, software license fees, modification costs, implementation, training, support services

costs, annual software maintenance costs for 5 years and other anticipated costs shall be included within the Proposer's cost proposal.

Software Licensing and Maintenance Agreement
In this section, the Proposer must provide any software licensing and maintenance agreements that will be required to implement the Proposer's solution.

Submittal Instructions

Proposer'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 vendor's proposal and facilitate the selection of a vendor that best meets the City's needs.

The review committee comprised of city staff, other local agency staff and/or members of the Budget and Finance Subcommittee will review and evaluate each proposal which is received by the stated submittal deadline. The proposals will be evaluated based on the key selection factors, including the Proposer's qualifications; related experience, system functionality, implementation capabilities, ability to complete the work by the identified deadline and cost competitiveness. The Proposer should show a strong understanding of the City of Hughson's needs. Depending on the number and quality of proposals received, the City will identify a list of the vendors which will progress to the proof of capabilities portion of the evaluation process. However, please note, the City has the option to select the identified vendor based solely on the proposals received. Oral Interviews and product demonstrations will be held if determined necessary.

The Proposer 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 vendor and City will formalize the scope of services and associated contract fee.

TENTATIVE SCHEDULE FOR VENDOR/SOFTWARE SELECTION:

Release Request for Proposal	November 15, 2016
RFP Questions Due to City	November 25, 2016
City Responds to RFP Questions	December 2, 2016
Proposals due to City	December 15, 2016
Product Demonstration/Select Vendor	January 9-13, 2016
City Council Approves Contract	January 23, 2017
Completion of Agreement/Notice to Proceed	January 31, 2017

PROPOSAL INQUIRIES:

Questions regarding this proposal shall be referred to:

Shannon Esenwein, Finance Director
City of Hughson
7018 Pine Street | PO Box 9
Hughson, California 95326

(209) 883-4054
E-mail: sesenwein@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 proposer.

Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to the Request For Proposal and all reports, charts, sample documents, displays, exhibits, and other documentation produced by the proposer 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 this contract to the proposer whose total aggregate proposal is most responsive to the needs of the City. An evaluation of the proposer's 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 Proposer: _____

Address: _____

Telephone: _____

E-mail Address: _____

_____

Type or Print Name and Title

_____

Signature

CITY OF HUGHSON AGENDA ITEM NO. 6.2
SECTION 6: NEW BUSINESS

Meeting Date: **November 14, 2016**
Subject: **Consideration to Accept the Resignation of Planning Commissioner John Luis and Provide Direction to Staff on Filling the Vacant Planning Commission Position**
Presented By: **Susana Diaz, Management Analyst/Deputy City Clerk**

Approved By: _____

Staff Recommendation:

1. Accept the resignation of Planning Commissioner John Luis.

2. Provide direction to City staff on filling Planning Commission vacancy or appoint Michael Ann Mitchell or Brian G. Evans to the Hughson Planning Commission.

Background and Overview:

On November 8, 2016, City staff received notification from John Luis of his resignation effective immediately from the Hughson Planning Commission due to his provisional appointment to the Hughson Unified School District Board of Trustees.

City staff would like to take this opportunity to personally thank Mr. Luis for his service to the City and to the residents of Hughson.

In September 2016, City staff received Planning Commission applications from Mr. Evans, Ms. Mitchell, and Mr. Luis for the then vacant seat. On September 12, 2016, the City Council appointed John Luis to the Planning Commission. Since this appointment, Mr. Luis has also been appointed to the Hughson Unified School District Board of Trustees, thus the reason for his resignation.

After receiving notice of the resignation, City staff reached out to the prior applicants to determine if they still had interest in serving on the Planning Commission for the City of Hughson. Both have expressed continued interest.

The City Council has the option to direct staff to post the vacancy and open up an application process as traditionally done or approve the appointment of Brian G. Evans or Michael Ann Mitchell to fill the current vacancy on the Planning Commission.

Fiscal Impact:

Per the Hughson Municipal Code, Hughson Planning Commissioners are compensated $50 per meeting attended and reimbursement of necessary travel and other expenses incurred by the performance of their official duties. The City's annual budget includes funding for this commitment.

From:	Raul Mendez
To:	Susana Diaz
Subject:	Fwd: Hughson Planning Commission
Date:	Tuesday, November 08, 2016 4:17:23 PM

FYI.

Raul

Sent from my iPad

Begin forwarded message:

> **From:** John <jlutu17@gmail.com>
> **Date:** November 8, 2016 at 4:15:59 PM PST
> **To:** <jfrench@hughson.org>, <rmendez@hughson.org>
> **Subject: Hughson Planning Commission**
>
> Gentleman,
> Please accept this email as my resignation from the Planning Commission, effective immediately. A formalized hard copy of my resignation will be delivered to your office no later than Thursday, November 10, 2016.
>
> I appreciate the support and professionalism I have experienced in my short tenure.
>
> Sincerely,
>
> John Luis
>
> Sent from my iPhone

RECEIVED
SEP 06 2016
BY:

PLANNING COMMISSION APPLICATION

NAME: **Michael Ann Mitchell**

HOME ADDRESS: **7415 Deforest Court** ZIP CODE: **95326**

EMAIL: **starwars3434@att.net** PHONE NUMBER: **209-743-6783**

LIVE WITHIN CITY LIMITS? YES **X** NO____ REGISTERED VOTER? YES **X** NO____

ARE YOU RELATED TO CURRENT CITY EMPLOYEE? **no** IF YES, PERSON'S NAME AND RELATIONSHIP: ____

LENGTH OF TIME AT: RESIDENCE **1 year** IN HUGHSON **1 year** IN COUNTY **1 year**

CURRENT OCCUPATION: **Retired**

BUSINESS ADDRESS ____ PHONE: ____

EDUCATION (Highest level of education, degree(s), etc.): **Bachelor of Science—Nursing**

EMPLOYMENT HIGHLIGHTS: **Staff Nurse, Patient Educator, Coordinator and instructor for Merced Diabetes Care Center, Home Health Nurse Yuba City, PHN and Clinical Supervisor for State/Federal Program**

PRIOR PUBLIC SERVICE (If any): **Appointed by county supervisor to Council on Aging Committee-YC, Representative on Suicide Prevention Committee-Tuolumne,**

PRESENT AND PAST COMMUNITY ACTIVITIES (DO NOT LIST PARTISAN POLITICAL ACTIVITIES): **Participated in various activities for Interfaith and Red Cross, food & clothing distribution at Thanksgiving/Christmas, Gold Star mom activities,**

WHAT ARE THE MOST IMPORTANT ISSUES FACING HUGHSON? (Relative to the position being sought): **Update infrastructure to accommodate growth, continue improvements to soccer complex, flow of traffic and pavement markers, permanent bathroom at LeBright field, maintain small town atmosphere with growth only in downtown area.**

CANDIDATE'S STATEMENT

As a Candidate for the PLANNING COMMISSION, I submit the following statement:

My name is: **Michael Ann Mitchell**

My education and qualifications are: **Bachelor of Science-Nursing from Cal-State University Long Beach, Certificate of Public Health from UCLA, National Certification Board for Diabetes Educators, Community College Instructor.**

During my career I have held various leadership positions which involved staff scheduling, developing program content, evaluations, assessments, interviews, maintaining confidentiality, consulting with medical advisor and coordinating patient care. My last position was as a Clinical Supervisor/PHN for MSSP State/Federal matching funded program. Along with the above duties I was responsible for managing all aspects of a budget of approx $350,000 and a staff of 4 and case load of 55 frail elderly disabled clients. I am also familiar with the intricacy of following state mandated guidelines/timeframes and working with public and private agencies

>Continue Community Activities: Catholic Charities committee to assist VA housing/homeless solutions, Volunteer driver for Road to Recovery with Cancer Society

SIGNATURE: Michael Ann Mitchell DATE: September 6, 2016

MY REGISTERED VOTER ADDRESS IS: **7415 Deforest Court Hughson, Ca**

****DELIVER TO: THE CITY CLERK'S OFFICE, CITY HALL, 7018 PINE STREET, HUGHSON**
****MAIL TO: CITY CLERK, P.O. BOX 9, HUGHSON, CA 95326**
Questions? Contact City Hall at 883-4054

DEADLINE FOR FILING: Tuesday, September 6, 2016 BY 5:00PM

RECEIVED
SEP 06 2016
City Clerk's Office
City of Hughson

PLANNING COMMISSION APPLICATION

NAME: Brian G. Evans

HOME ADDRESS: 6729 Metcalf Way ZIP CODE: 95326

EMAIL: brian@evans-mail.com PHONE NUMBER: 209-670-5794

LIVE WITHIN CITY LIMITS? YES X NO ____ REGISTERED VOTER? YES X NO ____

ARE YOU RELATED TO CURRENT CITY EMPLOYEE? No IF YES, PERSON'S NAME AND RELATIONSHIP: N/A

LENGTH OF TIME AT: RESIDENCE 12 years IN HUGHSON 12 years IN COUNTY 42 years

CURRENT OCCUPATION: Contract Administrator

BUSINESS ADDRESS 265 Val Dervin Parkway Stockton, CA 95206 PHONE: 209-983-2364

EDUCATION (Highest level of education, degree(s), etc.): Bachelors in Business Management, Current completing a Master in Business Administration(MBA), expected completion date of October 2017.

EMPLOYMENT HIGHLIGHTS: Teichert Aggregates - Plant Clerk - 2001 thru 2006. George Reed, Inc - Executive Assistant - 2006 thru 2009. Private Business Consultant from 2010 thru 2013. Teichert Aggregates - Plant Clerk - 2011 until 2013. Teichert Construction - Contract Administrator - 2013 to present.

PRIOR PUBLIC SERVICE (If any): None

PRESENT AND PAST COMMUNITY ACTIVITIES (DO NOT LIST PARTISAN POLITICAL ACTIVITIES): Member of Modesto Covenant Church, Cubmaster of Pack 326 in Hughson from 2013 to present, participant and mentor with Team in Training with the Leukemia and Lymphoma Society, and Modesto Moves

WHAT ARE THE MOST IMPORTANT ISSUES FACING HUGHSON? (Relative to the position being sought): I feel the most important issues currently facing Hughson is, our future growth, increase in crime, plus public general safety.

CANDIDATE'S STATEMENT

As a Candidate for the PLANNING COMMISSION, I submit the following statement:

My name is: Brian G. Evans

My education and qualifications are: See Attached Resume for education and qualification.

SIGNATURE: Brian G Evans DATE: 9-6-2013

MY REGISTERED VOTER ADDRESS IS: 6729 Metclaf Way Hughson, CA 95326

****DELIVER TO: THE CITY CLERK'S OFFICE, CITY HALL, 7018 PINE STREET, HUGHSON**
****MAIL TO: CITY CLERK, P.O. BOX 9, HUGHSON, CA 95326**
Questions? Contact City Hall at 883-4054

DEADLINE FOR FILING: Tuesday, September 6, 2016 BY 5:00PM

Brian G. Evans, BS Business Management

6729 Metcalf Way Hughson, CA 95326 **Cell: 209-670-5794** brian@evans-mail.com

OBJECTIVE:

I have over 20 years of business experience. This experience is a combination of both real life business education and traditional education. To further my experience and qualification I attended Humphrey School of Law for two years where my understanding regarding current business laws and/or statues were expanded. During that time my particular focus was Contract Law. These skills have assisted me in contract negotiation and contract compliance. Currently I am completing an MBA with Western Governor University and expected to complete that program October 2017.. The combination of skills/education would allow me to perform the necessary duties and provide your organization with the professionalism it expects and deserves.

EXPERIENCES:

- ***Accounting:***
  - A/P & A/R
  - G/L & P/L statements
  - Taxes
    - Sales/Use Tax
    - Social Security
  - Payroll
  - JD Edwards
  - Oracle
- ***Contract:***
  - Contract Negotiations
  - Contract Administration
- ***Notary:***
- ***Federal / State Regulatory Reporting:***
  - Cal-OSHA & MSHA
- ***Network / Software:***
  - Microsoft CERTIFIED Professional
  - Excel
  - Access
  - Word
  - PowerPoint
  - Outlook
- ***Additional Skills:***
  - Type 45-50 WPM
  - Experienced Public Speaking

EDUCATION:

2015 – Pres.	Master of Business Administration (MBA) Western Governor University: **Expected Graduation October 2017**
2009- 2011	Juris Doctorate Humphreys School of Law.
2004- 2007	**Bachelor of Science in Business Management,** University of Phoenix, **Graduated 2007**
2002- 2003	**Network Software Engineer .**Institute of Technology, **Graduated 2003**
2002- 2003	**Microsoft Certified Professional,** Institute of Technology, **Completed 2003**
1989- 1993	**Diploma,** Oakdale High School, **Graduated 1993**

WORK HISTORY:

Contract Administrator 2013 - Current Teichert Construction

As a Contract Administrator I create, review and negotiate all construction contract. I also negotiate any and all changes requested by a Subcontractor to a Teichert standard subcontract agreement. Additionally, I prepare prequalification statements for Teichert Constriction. I also handle the preparing and submitting of Federal and State mandated reports required on Public Works contracts, plus the filing of preliminary notices on project. Finally, Teichert Construction upper management requires that all contract be approved by either myself or my counterpart before signing, therefore, this position is very demanding and vital to Teichert Construction operations.

- **Contract Negotiation**
- **Contract Compliance**
- **Contract Preparation**
- **Contract Management**
- **Policy and Procedure Review and Implantation**
- **Federal and State Reporting**
- **Project Bidding both Public and Private**
- **Dispute Resolution**

Plant Administrator 2011 - 2013 Teichert Aggregates thru Appleone Staffing

- Support Plant Manager
- Accounts Payables
- Payroll
- Safety reports both Federal and State
- Weighmaster
- Customer Service

Business Consultant: 2009 – 2013 Brian Evans

Experienced gain from contract negotiation to G/L reduction. Resolved a dispute between a surgical facility and a payee where surgical facility was owed over $ 1 million dollars for unpaid procedures. Performed a billing audit where I was able to located $2.5 Million in unbilled procedures, resulting in a 100% collection of the unbilled procedures. Performed reviews of vendor contracts used to renegotiate contract renewals. Prepared and reported all finding to company CEO's and CFO's.

- Contract Negotiation
- Contract Compliance
- Contract Preparation
- Dispute Resolution
- Policy and Procedure Review and Implantation
- Billing audit
- Budget Review
- G/L Reduction

Office Manager / Admin Asst: 2006 – 2008 George Reed. Inc

Assisted the Vice President and in-house Engineer at George Reed as their Administrative Assistant, as well as Office Manager of the Snelling Division, duties are listed below. This position required the ability to manage multiple offices, multiple schedules and required efficient budgeting of time to assure the success of project and timeline obligation.

- Budget Review, Audits and Creation
- Financial Reports including G/L & P/L, statements and a variety of Corporate Accounting Monthly/Quarterly/Annually
- Managed A/R, A/P & Payroll
- Processed Sales Tax, Use Tax, Social Security Tax and variety of other stated and federal report
- Processed Cal-OSHA and MSHA mandated reports
- Processed Union Due and Union Benefit payments

Plant Administrator 2001 – 2006 A. Teichert & Sons Aggregates

Administrative Assistant to the Plant Manager required that I handle responsibilities such as;

- Weightmaster
- Accounts Payables
- Payroll & Union Benefits for 30 plus employees
- Creation of Account Spreadsheets & Reports
- Prepared Federal and State Mandated Cal-OSHA and MSHA.
- Prepared and maintained three MSDA books.
- Prepared and Maintained Safety Records for all equipment

Technical Specialist 1999 – 2001 Mensco, Inc

Technical Support Specialist assisted in

- Designing Filtration Systems
- Customer Support for key customers
- Knowledge of Circuit Boards and Circuit Board

Customer Service Specialist 1998 – 1999 California State Automobile Association

Customer Service Support Specialist assisted customers in their roadside assistance needs. Duties included;

- Telephone Support
- Knowledge of Maps
- Ability to safely and effectively assist customers in dangerous and stressful situations
- Ability to handle multiple calls at one time and in continuous bases

Portfolio Manager *1997 – 1998* *Diversified Collection Services*

Portfolio Manager handled the collection of defaulted student loan accounts. Duties included

- **Assisting defaulted borrowers with repayment options**
- **Proper tracking of defaulted accounts**
- **Diligent record keeping**
- **Prepare documentation for pending litigation**

Call Traffic Coordinator 1994 – 1997 G. C. Services / MCI Communication

Call Traffic Coordinator duties included

Call traffic Coordinator duties included;

- **Monitors call volume**
- **Schedule 600 operators for 24 hour 7 days a week shift**
- **Split second decision making**

References and Accomplishments Available upon Request