City Council Agenda

NOVEMBER 12, 2013
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

choose civility
www.stancoe.org/civility

Mayor
John S. Lazar

Council Members
Amy Bublak **Steven Nascimento**
Forrest White **William DeHart, Jr.**
Vice Mayor

City Manager
Roy W. Wasden
City Clerk
Kellie E. Weaver
City Attorney
Phaedra A. Norton

SPEAKER CARDS: To accommodate those wishing to address the Council and allow for staff follow-up, speaker cards are available for any agendized topic or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

NOTICE REGARDING NON-ENGLISH SPEAKERS: The Turlock City Council meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

EQUAL ACCESS POLICY: If you have a disability which affects your access to public facilities or services, please contact the City Clerk's Office at (209) 668-5540. The City is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the City to process and respond to your request.

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item.

AGENDA PACKETS: Prior to the City Council meeting, a complete Agenda Packet is available for review on the City's website at www.cityofturlock.org and in the City Clerk's Office at 156 S. Broadway, Suite 230, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Council after distribution of the Agenda Packet are also available for public inspection in the City Clerk's Office. Such documents may be available on the City's website subject to staff's ability to post the documents before the meeting.

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. *Proclamation*: The Life and Legacy of President John F. Kennedy

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

1. Board, Commission, and Committee Vacancies *(Weaver)*
2. Capital Projects and Building Activity *(Pitcock)*
3. Breast Cancer Awareness Month Update (*Saldivar*)
4. Emergency Medical Services (EMS) Service Model (*Lohman*)

C. PUBLIC PARTICIPATION

This is the time set aside for members of the public to directly address the City Council on any item of interest to the public, before or during the City Council's consideration of the item, that is within the subject matter jurisdiction of the City Council. You will be allowed three (3) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

No action or discussion may be undertaken on any item not appearing on the posted agenda, except that Council may refer the matter to staff or request it be placed on a future agenda.

4. A. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA, EXCEPT BY TITLE

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. CONSENT CALENDAR

Information concerning the consent items listed hereinbelow has been forwarded to each Councilmember prior to this meeting for study. Unless the Mayor, a Councilmember or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Council. The action taken by the Council in approving the consent items is set forth in the explanation of the individual items.

A. *Resolution*: Accepting Demands of 10/10/13 in the amount of $1,678,714.52; Demands of 10/17/13 in the amount of $1,096,206.01

B. *Motion*: Accepting Minutes of Regular Meeting of October 22, 2013

C. *Motion*: Approving Contract Change Order No. 2 in the amount of $27,678.16 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 2 – Demolition, Grading and Site Paving, bringing the contract total to $1,032,480.31

D. *Motion:* Accepting notification of Contract Change Order No. 4 in the amount of $3,491 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 4 - Landscaping, bringing the contract total to $233,184

E. *Motion*: Accepting notification of Contract Change Order No. 3 in the amount of $806.69 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 5 - Masonry, bringing the contract total to $1,322,881.39

F. *Motion*: Accepting notification of Contract Change Order No. 5 in the amount of $20,121 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 6 – Structural Steel, bringing the contract total to $3,509,579

G. *Motion*: Accepting notification of Contract Change Order No. 4 in the amount of $10,470 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 9 – Doors and Windows, bringing the contract total to $1,142,644

H. *Motion*: Accepting notification of Contract Change Order No. 3 in the amount of $1,288 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 11 – Painting and Wall Coverings, bringing the contract total to $297,650

I. *Motion*: Accepting notification of Contract Change Order No. 6 in the amount of $4,953 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 12 – Mechanical and HVAC, bringing the contract total to $2,574,707

J. *Motion*: Accepting notification of Contract Change Order No. 6 in the amount of $15,013 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to $4,249,339

K. *Motion*: Accepting notification of Contract Change Order No. 4 in the amount of $6,132 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 14 – Building and Site Plumbing, bringing the contract total to $894,823

L. *Motion*: Accepting notification of Contract Change Order No. 3 in the amount of $5,132 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 16 – Fire Protection, bringing the contract total to $248,854

M. *Motion*: Approving twenty-two (22) Lien Agreements between the City of Turlock and the owners listed below in conjunction with City Project No. 10-53, "Water and Sewerline Replacement in the Alleys"

N. 1. *Motion*: Making the determination that City Project No. 13-25A, "Public Safety Training Facility Structure Relocation," is exempt from the provisions of CEQA in accordance with Section 15301, "Existing Facilities"
2. *Motion*: Awarding bid and approving an agreement in the amount of $44,800 (Fund 305) with Clay A. Titus, Inc., of Stockton, California, for City Project No. 13-25A, "Public Safety Training Facility Structure Relocation"
3. *Resolution*: Authorizing the transfer of $54,600 from Fund 305 "CFF-Police" Reserve to account number 305-40-441.51270 for City Project No. 13-25, "Public Safety Training Facility"

O. *Motion*: Accepting notification of Contract Change Order No. 3 in the amount of $108,672.24 (Fund 415) for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline," bringing the contract total to $13,448,602.08

P. *Resolution*: Authorizing the City Manager to sign all documents related to Lot Line Adjustment 13-06 of Stanislaus County Assessor's Parcel Nos. 042-037-005 & 008, "Old Turlock Police Facility Property and Starr Avenue Courthouse Property"

Q. *Resolution*: Authorizing the refund and appropriation of $188,669 to account number 258-41-496.47312 "Reimbursement to HCD" to the State of California Department of Housing and Community Development for the unused program income funds as agreed to in the Neighborhood Stabilization Program and Program Income Reuse Plan

R. *Motion*: Approving the agreement between the City of Turlock and the 38th District Agricultural Association for the purpose of parking and turn around for the participants in the Annual Christmas Parade on Friday, December 6, 2013

S. *Resolution*: Establishing the new job classification of Crime Prevention Specialist within the Turlock Police Department and reclassifying an existing Community Service Officer to the new classification and conducting an external recruitment if necessary

T. *Resolution*: Accepting Supplemental Law Enforcement Services Fund (SLESF) grant monies from the State of California Citizen's Option for Public Safety (COPS) program projected to be a minimum of $100,000 in Fiscal Year 2013-14 and adjusting the budget in Fund 267 to appropriate unexpended 2012-13 monies and 2013-14 anticipated revenues

U. 1. *Motion*: Authorizing Staff to purchase a walk-in freezer for Animal Services from Atlantic HVAC Engineers in Elk Grove, CA, in the amount of $11,150.06 in account number 266-20-255-348.51100 "Animal Services Capital"
2. *Resolution*: Appropriating $11,200 to account number 266-20-255-348.51100 "Animal Services Capital" from reserves in the Animal Services Donations program for the purchase of a walk-in freezer for use at the Animal Services Shelter

V. *Motion*: Approving an agreement between New World Systems Corporation and the City of Turlock and authorizing the City Manager to execute any and all necessary documents relative to a five (5) year Standard Software Maintenance Agreement

W. *Resolution*: Rescinding the March 24, 2009 motion establishing a hiring freeze and reaffirming the powers and duties of the City Manager with respect to the appointment, removal, promotion, and demotion of officers and employees as set forth in Turlock Municipal Code Section 2-4-207(c)

X. *Motion*: Approving an agreement between the City of Turlock and the City of Newman to provide contract city attorney legal services

Y. *Motion*: Rejecting Claim for Damages filed by Margarito Dominguez, Jr.

6. FINAL READINGS

A. ***Recommended Action:***
Ordinance: Repealing Turlock Municipal Code Title 8, Chapter 11, regarding Capital Facilities Fees, and adopting a new Title 8, Chapter 11 as introduced at the October 22, 2013 meeting

B. ***Recommended Action*:**
Ordinance: Amending Turlock Municipal Code Title 6, Chapter 4, Article 14, Section 01, regarding Director Responsible for Enforcement as introduced at the October 22, 2013 meeting

7. PUBLIC HEARINGS

A. Request to order the vacation abandonment (AB 13-03) of that certain section of Dianne Drive right-of-way from Fulkerth Road approximately 250 feet south, adjacent to the property at 2618 Fulkerth Road and a portion of the property at 1525 Dianne Drive. *(Pitcock)*

Recommended Action:
Resolution: Ordering the Vacation Abandonment (AB 13-03) of that certain section of Dianne Drive right-of-way from Fulkerth Road approximately 250 feet south, adjacent to the property at 2618 Fulkerth Road and a portion of the property at 1525 Dianne Drive

B. ***This item will be removed from the agenda and will be renoticed for a future meeting.*** Request to adopt a revision to the City of Turlock's ADA Transition Plan as completed by Sally Swanson Architects, Inc., under City Project No. 11-27, "ADA Self-Evaluation and Transition Plan Update." *(York/Pitcock)*

C. Request to adopt updated development mitigation fee programs for Citywide capital facilities, and infrastructure improvements in the Northwest Triangle and Westside Industrial Specific Plan areas, specifically the Capital Facilities Fee (CFF) Fee Nexus Study, Northwest Triangle Specific Plan Fee Nexus Study Update and Westside Industrial Specific Plan Fee Nexus Study Update and establish related fees, make the determination that the studies and fees are exempt from the requirements of CEQA, and direct the City Engineer to collect the lower of either the current fees or the newly adopted fees for any development project during the 60-day waiting period required by Government Code Section 66017(a). *(Whitmore/Pitcock)*

Recommended Action:
Motion: Determining that adoption of the Capital Facilities Fee Nexus Study and Fee, the Northwest Triangle Specific Plan Fee Nexus Study Update and Fee, and the Westside Industrial Specific Plan Fee Nexus Study and Fee are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15162 (Subsequent EIRs and Negative Declarations) and/or Section 15273 (Rates, Tolls, Fares, and Charges) of the CEQA Guidelines

Resolution: Adopting the Capital Facilities Fee (CFF) Fee Nexus Study and establishing a Capital Facilities Fee, as required by Turlock Municipal Code Chapter 8-11

Resolution: Adopting the Northwest Triangle Specific Plan Fee Nexus Study Update and establishing a Northwest Triangle Master Plan Fee, as required by Turlock Municipal Code Chapter 8-11

Resolution: Adopting the Westside Industrial Specific Plan Fee Nexus Study Update and establishing a Westside Industrial Specific Plan Fee, as required by Turlock Municipal Code Chapter 8-11

Motion: Directing the City Engineer to collect the lower of either the current fees or the newly adopted fees for any development project during the 60-day waiting period required under Government Code Section 66017(a)

D. Request to approve a Resolution of Intention to initiate any and all proceedings to study and amend, if appropriate, Turlock Municipal Code Section 9-2-125 regarding Mobile Food Facilities and adopt, as an urgency measure, an Interim Ordinance prohibiting the establishment of Mobile Food Facilities in the Downtown Core Zoning District of the City of Turlock for a period of forty-five (45) days, pursuant to California Government Code §65858.

Recommended Action:
Resolution: Approving a Resolution of Intention to initiate any and all proceedings to study and amend, if appropriate, Turlock Municipal Code Section 9-2-125 regarding Mobile Food Facilities

Ordinance: Adopting, as an urgency measure, an Interim Ordinance prohibiting the establishment of Mobile Food Facilities in the Downtown Core Zoning District of the City of Turlock for a period of forty-five (45) days, pursuant to California Government Code §65858

8. SCHEDULED MATTERS

A. Request to accept the final report and Pavement Management Program Update as completed by Nichols Consulting Engineers as part of City Project No. 13-30, "Pavement Management Program Update." *(York/Pitcock)*

***Recommended Action*:**
Resolution: Accepting the final report and Pavement Management Program Update as completed by Nichols Consulting Engineers as part of City Project No. 13-30, "Pavement Management Program Update"

B. Request to authorize the naming of the northeast storm basin walkway to "Singh Walkway" on behalf of the Turlock Indian American population in recognition of their contributions to the Turlock community. *(Van Guilder)*

***Recommended Action*:**
Resolution: Authorizing the naming of the northeast storm basin walkway to "Singh Walkway" on behalf of the Turlock Indian American population in recognition of their contributions to the Turlock community

C. Request to appropriate $350,000 to account number 410-51-530.43340 "North Valley Regional Recycled Water Project" from Water Quality Control Fund 410 Operations Reserve. *(Cooke)*

Recommended Action:
Resolution: Appropriating $350,000 to account number 410-51-530.43340 "North Valley Regional Recycled Water Project" from Water Quality Control Fund 410 Operations Reserve

D. Request to appropriate $231,500 to account number 415-51-538.43327 "Construction Management" from Fund 415 "Sewer Bonds" Reserve for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline." *(Cooke)*

Recommended Action:
Resolution: Appropriating $231,500 to account number 415-51-538.43327 "Construction Management" from Fund 415 "Sewer Bonds" Reserve for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline"

E. Request to appropriate $37,400 to account number 415-51-537.43327 "Construction Management" from Fund 415 "Sewer Bonds" Reserve for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion." *(Cooke)*

Recommended Action:
Resolution: Appropriating $37,400 to account number 415-51-537.43327 "Construction Management" from Fund 415 "Sewer Bonds" Reserve for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion"

F. Request to authorize approval to enter into a contract with "Consult-A-Doc" for the remainder of Fiscal Year 2013-14 for "24/7/365 on demand" physician consultations. *(Eddy)*

Recommended Action:
Motion: Authorizing approval to enter into a contract with "Consult-A-Doc" for the remainder of Fiscal Year 2013-14 for "24/7/365 on demand" physician consultations

G. Request to authorize the sole source purchase of Motorola mobile and portable radios as necessary to ensure Turlock Police is in compliance with the Project-25 (P25) standard of interoperability, without compliance to the formal bid process, for the purchase, programming, and installation of necessary equipment and accessories, in an amount not to exceed $590,000. *(Williams)*

***Recommended Action*:**
Resolution: Authorizing the sole source purchase of Motorola mobile and portable radios as necessary to ensure Turlock Police is in compliance with the Project-25 (P25) standard of interoperability, without compliance to the formal bid process, for the purchase, programming, and installation of necessary equipment and accessories, in an amount not to exceed $590,000

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

10. COUNCIL COMMENTS

Councilmembers may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

11. CLOSED SESSION

A. *Conference with Legal Counsel – Pending Litigation*, Cal. Gov't Code §54956.9(d)(4) "*For purposes of this section, litigation shall be considered pending when any of the following circumstances exist… Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation."*

Potential Cases: (1 case related to Calculation of Property Tax Administration Fees)

12. ADJOURNMENT

2A

IN HONOR OF

THE LIFE AND LEGACY OF

PRESIDENT JOHN F. KENNEDY

WHEREAS, John F. Kennedy was the 35th President of the United States; and

WHEREAS, John F. Kennedy honorably served his country during World War II in the United States Navy in the Pacific Theater, commanded a patrol torpedo boat, saw significant combat, and earned a Purple Heart and the Navy and Marine Corps Medal for his heroism; and

WHEREAS, John F. Kennedy was elected to the United States House of Representatives representing Massachusetts in 1946, served in the Congress for three terms before being elected to the United States Senate in 1952, and served for eight years, becoming a leading voice on international affairs; and

WHEREAS, John F. Kennedy was elected President of the United States in 1960, becoming the youngest president at the age of 43, and in 1961 delivered a stirring inaugural address that announced that a new generation of Americans had taken the torch of leadership, and was willing to "pay any price, and bear any burden...to ensure the survival and the success of liberty"; and

WHEREAS, President John F. Kennedy's administration was defined by the New Frontier, which appealed to the best in American idealism in creating the Peace Corps, launching the United States' space program, and calling for Americans to consider what they could do for their country; and

WHEREAS, President John F. Kennedy, was an exponent of racial justice, calling on all Americans to denounce racism as morally wrong, and proposed legislation that eventually became the 1964 Civil Rights Act that changed the United States; and

WHEREAS, President John F. Kennedy inspired young and old alike to see anew the promise of American life, promoting a message of empowerment by telling Americans "to ask not what your country can do for you, but ask what you can do for your country"; and

WHEREAS, during his tenure, President John F. Kennedy guided the United States with a steady hand; and

WHEREAS, President John F. Kennedy's life ended too soon on November 22, 1963 at the prime of his life; and

WHEREAS, Turlock, the United States, and the world have mourned President Kennedy's death for fifty years.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Turlock proclaim Friday, November 22, 2013, to be a day of solemn remembrance and reflection on the life of President John Fitzgerald Kennedy, and that all Turlock residents observe a moment of silence at 12:30 p.m.

IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 12th day of November, 2013.

_____

JOHN LAZAR, MAYOR
City of Turlock, County of Stanislaus,
State of California

3B1

KELLIE E. WEAVER
CITY CLERK
kweaver@turlock.ca.us

OFFICE OF THE CITY CLERK
ADMINISTRATION

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 EXT 1110 | FAX 209-668-5668

MEMORANDUM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KELLIE WEAVER

DATE: November 6, 2013

RE: **Board, Commission, and Committee Vacancies**

The following information is provided based upon Council request to receive notification of vacancies on various boards, commissions, and committees in order that we might tap into the reservoir of talent that exists within our community.

Listed below are current and/or upcoming board, commission, and committee vacancies that require appointment by the Turlock City Council.

BOARD/COMMISSION/COMMITTEE	DATE OF VACANCY	NUMBER OF VACANCIES
Arts Commission – Alternate Members	Multiple	2 (2 applications in process)
Development Collaborative Advisory Committee	6/30/13	3
Parks, Recreation and Community Programs Commission	Multiple	2 (1 application in process)
Planning Commission	12/31/13	2 (1 reappointment request)

Interested citizens may use the attached "Citizens Desiring to Serve Their City" application form or may request one from City Hall – Administration at 668-5540.

It should also be noted that pursuant to California Government Code Section 54970-54974 (commonly referred to as the Maddy Act), the Local Appointments List for the City of Turlock was prepared and posted at the Turlock Branch of the Stanislaus County Library prior to December 31, 2012 as required by the Act.

Any questions regarding serving on any of our regular and ongoing boards, commissions, and committees should be directed to my attention at (209) 668-5540, Ext. 1110 or kweaver@turlock.ca.us.

Attachment (1)

KELLIE E. WEAVER
CITY CLERK
kweaver@turlock.ca.us

OFFICE OF THE CITY CLERK
ADMINISTRATION

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

_____ **Arts Commission**
(please include a one page statement of interest and a letter of recommendation)

_____ **Parks, Recreation & Community Commission**

_____ **Planning Commission**

_____ **Development Collaborative Advisory Committee**

_____ **Stanislaus County Airport Advisory Committee**

_____ **Stanislaus County Local Task Force on Solid Waste**

_____ **Turlock Mosquito Abatement District Board of Trustees**

_____ **Other**_____

==========

Please provide the following information (use reverse side or additional paper, if needed)

Name: _____

Address: _____ Zip Code: _____

Telephone: Home: _____ Work: _____

Do you live within the City limits? _____ Are you registered to vote?_____

How long have you lived in Turlock? _____

Are you, or are you related to, a current City employee? _____ If yes, please indicate the person's name and relationship, if not yourself. _____

_____

Occupation: _____

Business Address: _____ Zip Code:_____

Education (highest school year complete, degrees, etc.): _____

_____

Employment Highlights: _____

_____

_____

Prior Public Service, if any: _____

_____

_____

Present and past community activities and organizations: _____

_____

_____

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? _____

_____

_____

_____

NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.

You may submit additional or supplemental information along with this form.

Please return to:

Kellie Weaver, City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380
(209) 668-5540, Ext. 1110

_____ _____
Signature Date

5 A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS OF 10/10/13 IN THE AMOUNT OF $1,678,714.52; DEMANDS OF 10/17/13 IN THE AMOUNT OF $1,096,206.01	**RESOLUTION NO. 2013-**

WHEREAS, the City has received demands for ratification and approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept Demands as follows:

Demands of:	In the Amount of:
10/10/13	$1,678,714.52
10/17/13	$1,096,206.01

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk
City of Turlock, County of Stanislaus,
State of California

City of Turlock

Payment Register

From Payment Date: 10/4/2013 - To Payment Date: 10/10/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable										
Check										
95140	10/04/2013	Open			Utility Management Refund	GOSPEL MISSION		$240.76		
	Paying Fund			Cash Amount			Amount			
	110 - General Fund			110.11000 (Cash)			$204.30			
	420 - WATER			420.11000 (Cash)			$36.46			
95141	10/08/2013	Open			Utility Management Refund	AMUCHASTEGUI, AARON		$293.35		
	Paying Fund			Cash Amount			Amount			
	420 - WATER			420.11000 (Cash)			$293.35			
95142	10/08/2013	Open			Utility Management Refund	BRIGHT, JACK		$233.81		
	Paying Fund			Cash Amount			Amount			
	420 - WATER			420.11000 (Cash)			$233.81			
95143	10/08/2013	Open			Utility Management Refund	CENDEJAS, JAVIER		$17.61		
	Paying Fund			Cash Amount			Amount			
	420 - WATER			420.11000 (Cash)			$17.61			
95144	10/08/2013	Open			Utility Management Refund	KHOOSHABEH, ORAHEM		$25.70		
	Paying Fund			Cash Amount			Amount			
	420 - WATER			420.11000 (Cash)			$25.70			
95145	10/08/2013	Open			Utility Management Refund	LOZANO, ROBERT		$22.33		
	Paying Fund			Cash Amount			Amount			
	420 - WATER			420.11000 (Cash)			$22.33			
95146	10/08/2013	Open			Utility Management Refund	MASZTAL, MARGARET		$116.44		
	Paying Fund			Cash Amount			Amount			
	420 - WATER			420.11000 (Cash)			$116.44			
95147	10/08/2013	Open			Utility Management Refund	MENDOZA, JOSE		$142.36		
	Paying Fund			Cash Amount			Amount			
	420 - WATER			420.11000 (Cash)			$142.36			
95148	10/08/2013	Open			Utility Management Refund	SILVEIRA, JOE		$92.10		
	Paying Fund			Cash Amount			Amount			
	420 - WATER			420.11000 (Cash)			$92.10			

Payment Register

From Payment Date: 10/4/2013 - To Payment Date: 10/10/2013

95149	10/08/2013	Open		Utility Management Refund	STEINPRESS, IRWIN	$144.98
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$25.10
	420 - WATER		420.11000 (Cash)			$119.88
95150	10/10/2013	Open		Accounts Payable	A & A PORTABLES INC	$122.81
	Paying Fund		Cash Amount			Amount
	204 - AB 939 Integrated Waste Mgmt		204.11000 (Cash)			$122.81
95151	10/10/2013	Open		Accounts Payable	ACCOUNTEMPS INC	$419.76
	Paying Fund		Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$209.88
	420 - WATER		420.11000 (Cash)			$209.88
95152	10/10/2013	Open		Accounts Payable	AIRGAS NCN	$995.82
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$238.88
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$756.94
95153	10/10/2013	Open		Accounts Payable	ALL VALLEY SMOG INC	$49.50
	Paying Fund		Cash Amount			Amount
	255 - CDBG		255.11000 (Cash)			$49.50
95154	10/10/2013	Open		Accounts Payable	AMERICA'S AUTO GLASS	$169.09
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$169.09
95155	10/10/2013	Open		Accounts Payable	AMERICAN SEALS WEST INC	$1,054.80
	Paying Fund		Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$1,054.80
95156	10/10/2013	Open		Accounts Payable	ARMOR FIRE EXTINGUISHER	$5.38
	Paying Fund		Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$5.38
95157	10/10/2013	Open		Accounts Payable	AT&T / CALNET 2	$6,711.66
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$1,434.97
	305 - Capital Facility Fees		305.11000 (Cash)			$5,276.69
95158	10/10/2013	Open		Accounts Payable	AT&T/SBC	$65.77
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$65.77
95159	10/10/2013	Open		Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	$400.00
	Paying Fund		Cash Amount			Amount

Payment Register

From Payment Date: 10/4/2013 - To Payment Date: 10/10/2013

	110 - General Fund	110.11000 (Cash)		$400.00	
95160	10/10/2013 Open	Accounts Payable	BADGER METER INC		$6,509.86
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)		$6,509.86	
95161	10/10/2013 Open	Accounts Payable	BALSWICK'S TIRE SHOP INC		$1,627.47
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$818.85	
	246 - Landscape Assessment	246.11000 (Cash)		$111.01	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$697.61	
95162	10/10/2013 Open	Accounts Payable	BONANDER TRUCKS		$17.76
	Paying Fund	Cash Amount		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$2.46	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$12.84	
	426 - Transit - BLAST	426.11000 (Cash)		$2.46	
95163	10/10/2013 Open	Accounts Payable	BRIGHT DEVELOPMENT		$62,989.50
	Paying Fund	Cash Amount		Amount	
	307 - NE Turlock Master Plan	307.11000 (Cash)		$62,989.50	
95164	10/10/2013 Open	Accounts Payable	BURTON'S FIRE APPARATUS		$2,960.54
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$2,960.54	
95165	10/10/2013 Open	Accounts Payable	CASCADE FIRE EQUIP CO		$727.52
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$727.52	
95166	10/10/2013 Open	Accounts Payable	CENTRAL SANITARY SUPPLY		$2,236.90
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,236.90	
95167	10/10/2013 Open	Accounts Payable	CENTRAL VALLEY BUSINESS		$7,022.53
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$2,340.87	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,340.83	
	420 - WATER	420.11000 (Cash)		$2,340.83	
95168	10/10/2013 Open	Accounts Payable	CHAMPION INDUSTRIAL		$751.00
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$214.00	
	501 - Information Technology	501.11000 (Cash)		$537.00	
95169	10/10/2013 Open	Accounts Payable	CITY OF TURLOCK - CASH		$194.11
	Paying Fund	Cash Amount		Amount	

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	110 - General Fund	110.11000 (Cash)		$160.38	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$33.73	
95170	10/10/2013 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$102,001.85
	Paying Fund	Cash Amount		Amount	
	511 - Health Insurance	511.11000 (Cash)		$102,001.85	
95171	10/10/2013 Open		Accounts Payable	COUNTRY FORD TRUCKS INC	$302.90
	Paying Fund	Cash Amount		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$85.51	
	255 - CDBG	255.11000 (Cash)		$20.37	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$97.36	
	426 - Transit - BLAST	426.11000 (Cash)		$99.66	
95172	10/10/2013 Open		Accounts Payable	CULLIGAN INC	$211.18
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)		$211.18	
95173	10/10/2013 Open		Accounts Payable	DEPT OF PUBLIC HEALTH	$5,746.60
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)		$5,746.60	
95174	10/10/2013 Open		Accounts Payable	DYETT & BHATIA URBAN	$3,776.25
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$3,776.25	
95175	10/10/2013 Open		Accounts Payable	FITZPATRICK HOMES TURLOCK LLC	$10,418.40
	Paying Fund	Cash Amount		Amount	
	307 - NE Turlock Master Plan	307.11000 (Cash)		$10,418.40	
95176	10/10/2013 Open		Accounts Payable	GEOANALYTICAL LAB INC	$6,617.88
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$5,533.13	
	420 - WATER	420.11000 (Cash)		$1,084.75	
95177	10/10/2013 Open		Accounts Payable	GOMES & SONS INC, JOE M	$24,895.57
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$13,987.60	
	205 - Sports Facilities	205.11000 (Cash)		$588.93	
	217 - Streets - Gas Tax	217.11000 (Cash)		$1,444.82	
	246 - Landscape Assessment	246.11000 (Cash)		$1,815.74	
	405 - Building	405.11000 (Cash)		$119.52	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,998.12	
	420 - WATER	420.11000 (Cash)		$1,056.85	
	425 - Transit - Dial A Ride	425.11000 (Cash)		$1,422.54	

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	426 - Transit - BLAST	426.11000 (Cash)			$1,164.76	
	501 - Information Technology	501.11000 (Cash)			$70.45	
	502 - Engineering	502.11000 (Cash)			$226.24	
95178	10/10/2013 Open		Accounts Payable	GRAHAM PREWETT INC		$6,840.00
	Paying Fund	Cash Amount			Amount	
	305 - Capital Facility Fees	305.11000 (Cash)			$6,840.00	
95179	10/10/2013 Open		Accounts Payable	HACH COMPANY		$2,443.86
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,443.86	
95180	10/10/2013 Open		Accounts Payable	INDEPENDENT ELECTRIC INC		$734.30
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$471.40	
	246 - Landscape Assessment	246.11000 (Cash)			$27.08	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$235.82	
95181	10/10/2013 Open		Accounts Payable	JC WILLIAMS CO A CALIFORNIA CORPORATION		$36,041.30
	Paying Fund	Cash Amount			Amount	
	307 - NE Turlock Master Plan	307.11000 (Cash)			$36,041.30	
95182	10/10/2013 Open		Accounts Payable	JKB HOMES NORCAL INC		$36,041.30
	Paying Fund	Cash Amount			Amount	
	307 - NE Turlock Master Plan	307.11000 (Cash)			$36,041.30	
95183	10/10/2013 Open		Accounts Payable	JOHN ASOOFI		$199,809.74
	Paying Fund	Cash Amount			Amount	
	307 - NE Turlock Master Plan	307.11000 (Cash)			$199,809.74	
95184	10/10/2013 Open		Accounts Payable	JORGENSEN & CO INC		$125.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$125.00	
95185	10/10/2013 Open		Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC		$843.58
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$804.85	
	405 - Building	405.11000 (Cash)			$19.36	
	505 - Fleet	505.11000 (Cash)			$19.37	
95186	10/10/2013 Open		Accounts Payable	L & L SIGNS		$1,025.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$1,025.00	
95187	10/10/2013 Open		Accounts Payable	LOZANO SMITH, LLP		$2,338.50
	Paying Fund	Cash Amount			Amount	

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	110 - General Fund	110.11000 (Cash)		$2,338.50	
95188	10/10/2013 Open		Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	$2,994.05
	Paying Fund	Cash Amount		Amount	
	425 - Transit - Dial A Ride	425.11000 (Cash)		$160.00	
	426 - Transit - BLAST	426.11000 (Cash)		$2,834.05	
95189	10/10/2013 Open		Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	$1,433.21
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$656.48	
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)		$73.07	
	255 - CDBG	255.11000 (Cash)		$59.54	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$528.93	
	420 - WATER	420.11000 (Cash)		$56.29	
	502 - Engineering	502.11000 (Cash)		$58.90	
95190	10/10/2013 Open		Accounts Payable	N & S TRACTOR INC	$534.68
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$534.68	
95191	10/10/2013 Open		Accounts Payable	P G & E	$1,455.58
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1,541.09	
	305 - Capital Facility Fees	305.11000 (Cash)		($85.51)	
95192	10/10/2013 Open		Accounts Payable	PACE SUPPLY CORPORATION	$452.67
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)		$452.67	
95193	10/10/2013 Open		Accounts Payable	PATCHETT FORD MERCURY INC	$42.73
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$42.73	
95194	10/10/2013 Open		Accounts Payable	PROCLEAN SUPPLY	$857.04
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$857.04	
95195	10/10/2013 Open		Accounts Payable	PROTECH SECURITY/ELEC INC	$70.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$70.00	
95196	10/10/2013 Open		Accounts Payable	R & B COMPANY	$2,059.94
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,481.99	
	420 - WATER	420.11000 (Cash)		$577.95	

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95197	10/10/2013	Open	Accounts Payable	R & S ERECTION INC	$287.47
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$287.47
95198	10/10/2013	Open	Accounts Payable	RAY MORGAN COMPANY	$4,272.35
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$3,613.03
	205 - Sports Facilities		205.11000 (Cash)		$18.80
	217 - Streets - Gas Tax		217.11000 (Cash)		$4.75
	246 - Landscape Assessment		246.11000 (Cash)		$4.75
	405 - Building		405.11000 (Cash)		$46.66
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$288.62
	420 - WATER		420.11000 (Cash)		$65.43
	502 - Engineering		502.11000 (Cash)		$230.31
95199	10/10/2013	Open	Accounts Payable	REXEL INC	$1,892.19
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,892.19
95200	10/10/2013	Open	Accounts Payable	SAFETY-KLEEN CORPORATION	$71.51
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$71.51
95201	10/10/2013	Open	Accounts Payable	SAN JOAQUIN VALLEY	$87.00
	Paying Fund		Cash Amount		Amount
	420 - WATER		420.11000 (Cash)		$87.00
95202	10/10/2013	Open	Accounts Payable	SERNA CONSTRUCTION, INC.	$38,416.81
	Paying Fund		Cash Amount		Amount
	216 - Streets - Local Transportation		216.11000 (Cash)		$38,416.81
95203	10/10/2013	Open	Accounts Payable	SIERRA CHEMICAL CO	$6,251.68
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$6,251.68
95204	10/10/2013	Open	Accounts Payable	SIERRA MOUNTAIN CONSTRUCTION INC	$309,377.00
	Paying Fund		Cash Amount		Amount
	415 - Sewer Bond Projects		415.11000 (Cash)		$309,377.00
95205	10/10/2013	Open	Accounts Payable	STANISLAUS COUNTY	$300.31
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$300.31
95206	10/10/2013	Open	Accounts Payable	STANISLAUS COUNTY	$14,302.50
	Paying Fund		Cash Amount		Amount

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	110 - General Fund	110.11000 (Cash)			$14,302.50
95207	10/10/2013 Open		Accounts Payable	STANISLAUS COUNTY	$2,326.42
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$2,326.42
95208	10/10/2013 Open		Accounts Payable	STANISLAUS COUNTY	$1,581.63
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$1,581.63
95209	10/10/2013 Open		Accounts Payable	T I D	$211,703.07
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$18,233.34
	216 - Streets - Local Transportation	216.11000 (Cash)			$1,311.79
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$170,983.25
	420 - WATER	420.11000 (Cash)			$18,663.66
	426 - Transit - BLAST	426.11000 (Cash)			$359.01
	505 - Fleet	505.11000 (Cash)			$2,152.02
95210	10/10/2013 Open		Accounts Payable	TBA AUTO PARTS	$2,862.73
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$1,726.39
	205 - Sports Facilities	205.11000 (Cash)			$38.36
	217 - Streets - Gas Tax	217.11000 (Cash)			$274.86
	246 - Landscape Assessment	246.11000 (Cash)			$263.52
	255 - CDBG	255.11000 (Cash)			$13.52
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$56.68
	420 - WATER	420.11000 (Cash)			$19.42
	425 - Transit - Dial A Ride	425.11000 (Cash)			$192.02
	426 - Transit - BLAST	426.11000 (Cash)			$196.79
	502 - Engineering	502.11000 (Cash)			$81.17
95211	10/10/2013 Open		Accounts Payable	TURLOCK CITY TOW INC	$347.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$217.00
	246 - Landscape Assessment	246.11000 (Cash)			$30.00
	426 - Transit - BLAST	426.11000 (Cash)			$100.00
95212	10/10/2013 Open		Accounts Payable	TURLOCK SCAVENGER CO INC	$400,000.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$400,000.00
95213	10/10/2013 Open		Accounts Payable	UNION PACIFIC RAILROAD	$2,202.23
	Paying Fund	Cash Amount			Amount

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	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$2,202.23
95214	10/10/2013 Open		Accounts Payable	UNIVAR USA INC	$10,285.20
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$10,285.20
95215	10/10/2013 Open		Accounts Payable	UTILITY TELEPHONE, INC.	$519.15
	Paying Fund	Cash Amount			Amount
	501 - Information Technology	501.11000 (Cash)			$519.15
95216	10/10/2013 Open		Accounts Payable	VALLEY BALANCING & AUTO	$135.58
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$135.58
95217	10/10/2013 Open		Accounts Payable	VAN DE POL ENTERPRISE INC	$851.92
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$851.92
95218	10/10/2013 Open		Accounts Payable	VERIZON WIRELESS	$143.66
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$143.66
95219	10/10/2013 Open		Accounts Payable	VINE & SONS INC, ER	$2,243.10
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,243.10
95220	10/10/2013 Open		Accounts Payable	WESTAMERICA BANK	$70,000.00
	Paying Fund	Cash Amount			Amount
	256 - Stanislaus Housing Consortia	256.11000 (Cash)			$70,000.00
95221	10/10/2013 Open		Accounts Payable	ZALREICH CHEMICAL CO INC	$50,089.65
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$50,089.65
95222	10/10/2013 Open		Accounts Payable	ZEE MEDICAL SERVICE CO	$90.78
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$90.78
95223	10/10/2013 Open		Accounts Payable	BAWCUM, JESSE	$180.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$180.00
95224	10/10/2013 Open		Accounts Payable	CARQUEST TURLOCK AUTO PARTS	$739.25
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$739.25
95225	10/10/2013 Open		Accounts Payable	STAPLER, MICHAEL	$180.00
	Paying Fund	Cash Amount			Amount

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	110 - General Fund	110.11000 (Cash)			$180.00	
95226	10/10/2013 Open		Accounts Payable	VASQUEZ, ALICIA		$500.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$500.00	
Type Check Totals:		87 Transactions				$1,678,714.52

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	87	$1,678,714.52	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	87	$1,678,714.52	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	87	$1,678,714.52	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	87	$1,678,714.52	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**87**	**$1,678,714.52**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**87**	**$1,678,714.52**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**87**	**$1,678,714.52**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**87**	**$1,678,714.52**	**$0.00**

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
95227	10/11/2013	Open			Accounts Payable	COSTCO	$979.73		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$266.27			
	266 - Police Services Grants			266.11000 (Cash)		$43.27			
	270 - Recreation Grants			270.11000 (Cash)		$670.19			
95228	10/11/2013	Open			Accounts Payable	DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT	$188,668.36		
	Paying Fund			Cash Amount		Amount			
	258 - Housing Stimulus Funds			258.11000 (Cash)		$188,668.36			
95229	10/15/2013	Open			Utility Management Refund	JOHANSON, KRYSTALL	$224.73		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$224.73			
95230	10/15/2013	Open			Utility Management Refund	LANG, MARSHA	$67.05		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$67.05			
95231	10/15/2013	Open			Utility Management Refund	RAMIREZ, ANNA	$176.10		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$176.10			
95232	10/15/2013	Open			Utility Management Refund	ROOT, RICHARD	$136.30		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$136.30			
95233	10/15/2013	Open			Utility Management Refund	VINTAGE PROPERTIES	$297.46		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$297.46			
95234	10/17/2013	Open			Accounts Payable	4LEAF INC	$15,335.19		
	Paying Fund			Cash Amount		Amount			
	405 - Building			405.11000 (Cash)		$15,335.19			
95235	10/17/2013	Open			Accounts Payable	A & A PORTABLES INC	$572.55		
	Paying Fund			Cash Amount		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		$76.76			
	301 - Capital Improvement			301.11000 (Cash)		$495.79			

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95236	10/17/2013	Open	Accounts Payable	A & G SALES PROMOTION LTD	$947.87
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$947.87
95237	10/17/2013	Open	Accounts Payable	ACCOUNTEMPS INC	$393.53
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$196.77
	420 - WATER		420.11000 (Cash)		$196.76
95238	10/17/2013	Open	Accounts Payable	ALLIED WEED CONTROL INC	$5,295.84
	Paying Fund		Cash Amount		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$740.89
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$4,554.95
95239	10/17/2013	Open	Accounts Payable	APPLIED PEST MANAGEMENT INC	$440.00
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$440.00
95240	10/17/2013	Open	Accounts Payable	ARMOR FIRE EXTINGUISHER	$174.53
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$119.07
	217 - Streets - Gas Tax		217.11000 (Cash)		$11.82
	426 - Transit - BLAST		426.11000 (Cash)		$43.64
95241	10/17/2013	Open	Accounts Payable	ASEM DISTRIBUTING INC, JOHNSTONE SUPPLY	$1,605.77
	Paying Fund		Cash Amount		Amount
	426 - Transit - BLAST		426.11000 (Cash)		$1,605.77
95242	10/17/2013	Open	Accounts Payable	AT&T/SBC	$31.65
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$31.65
95243	10/17/2013	Open	Accounts Payable	CAROLLO ENGINEERS	$96,813.53
	Paying Fund		Cash Amount		Amount
	415 - Sewer Bond Projects		415.11000 (Cash)		$96,813.53
95244	10/17/2013	Open	Accounts Payable	CHAMPION INDUSTRIAL	$131.91
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$131.91
95245	10/17/2013	Open	Accounts Payable	CHARTER COMMUNICATIONS	$68.03
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$6.35
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$3.34
	420 - WATER		420.11000 (Cash)		$3.34

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	501 - Information Technology			501.11000 (Cash)			$55.00
95246	10/17/2013	Open			Accounts Payable	CLARK PEST CONTROL INC	$585.00
	Paying Fund			Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$585.00
95247	10/17/2013	Open			Accounts Payable	COMMUNITY VETERINARY CLIN	$693.10
	Paying Fund			Cash Amount			Amount
	110 - General Fund			110.11000 (Cash)			$623.10
	203 - Animal Fee Forfeiture			203.11000 (Cash)			$70.00
95248	10/17/2013	Open			Accounts Payable	DELTA WIRELESS & NETWORK	$747.50
	Paying Fund			Cash Amount			Amount
	110 - General Fund			110.11000 (Cash)			$747.50
95249	10/17/2013	Open			Accounts Payable	DIVISION OF THE STATE ARCHITECT	$678.90
	Paying Fund			Cash Amount			Amount
	301 - Capital Improvement			301.11000 (Cash)			$678.90
95250	10/17/2013	Open			Accounts Payable	DULEY'S LANDSCAPING INC	$107,727.80
	Paying Fund			Cash Amount			Amount
	305 - Capital Facility Fees			305.11000 (Cash)			$107,727.80
95251	10/17/2013	Voided	INCORRECT ENTRY	10/17/2013	Accounts Payable	EQUIFAX	$62.32
	Paying Fund			Cash Amount			Amount
	255 - CDBG			255.11000 (Cash)			$62.32
95252	10/17/2013	Open			Accounts Payable	FINANCIAL CREDIT NETWORK	$338.04
	Paying Fund			Cash Amount			Amount
	110 - General Fund			110.11000 (Cash)			$98.24
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$132.88
	420 - WATER			420.11000 (Cash)			$106.92
95253	10/17/2013	Open			Accounts Payable	GARTON TRACTOR INC	$1,773.41
	Paying Fund			Cash Amount			Amount
	110 - General Fund			110.11000 (Cash)			$144.91
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,628.50
95254	10/17/2013	Open			Accounts Payable	GOMES PROPANE	$175.52
	Paying Fund			Cash Amount			Amount
	217 - Streets - Gas Tax			217.11000 (Cash)			$175.52
95255	10/17/2013	Open			Accounts Payable	HORIZON WATER & ENVIR LLC	$2,720.47
	Paying Fund			Cash Amount			Amount
	415 - Sewer Bond Projects			415.11000 (Cash)			$2,720.47
95256	10/17/2013	Open			Accounts Payable	HUNTINGTON COURT REPORTER	$444.48

City of Turlock

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	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$444.48	
95257	10/17/2013 Open		Accounts Payable	IMW INDUSTRIES LTD		$4,232.87
	Paying Fund	Cash Amount			Amount	
	505 - Fleet	505.11000 (Cash)			$4,232.87	
95258	10/17/2013 Open		Accounts Payable	INTERSTATE SALES INC		$1,073.56
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$478.04	
	217 - Streets - Gas Tax	217.11000 (Cash)			$198.50	
	246 - Landscape Assessment	246.11000 (Cash)			$198.51	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$198.51	
95259	10/17/2013 Open		Accounts Payable	ITRON INC		$7,826.40
	Paying Fund	Cash Amount			Amount	
	420 - WATER	420.11000 (Cash)			$7,826.40	
95260	10/17/2013 Open		Accounts Payable	LANGUAGE LINE SERVICES		$10.75
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$10.75	
95261	10/17/2013 Open		Accounts Payable	LEHIGH HANSON INC		$1,153.76
	Paying Fund	Cash Amount			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$933.30	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$220.46	
95262	10/17/2013 Open		Accounts Payable	LINCOLN EQUIPMENT INC		$146.84
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$146.84	
95263	10/17/2013 Open		Accounts Payable	LOZANO SMITH, LLP		$156.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$156.00	
95264	10/17/2013 Open		Accounts Payable	LVI FACILITY SERVICES		$4,500.00
	Paying Fund	Cash Amount			Amount	
	305 - Capital Facility Fees	305.11000 (Cash)			$4,500.00	
95265	10/17/2013 Open		Accounts Payable	MID-VALLEY PROMOTIONS		$624.69
	Paying Fund	Cash Amount			Amount	
	266 - Police Services Grants	266.11000 (Cash)			$624.69	
95266	10/17/2013 Open		Accounts Payable	MISSION LINEN SUPPLY INC		$2,885.68
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$619.86	
	205 - Sports Facilities	205.11000 (Cash)			$90.74	

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	217 - Streets - Gas Tax	217.11000 (Cash)		$138.61	
	246 - Landscape Assessment	246.11000 (Cash)		$103.68	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,360.15	
	420 - WATER	420.11000 (Cash)		$164.35	
	505 - Fleet	505.11000 (Cash)		$408.29	
95267	10/17/2013 Open		Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	$1.94
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1.94	
95268	10/17/2013 Open		Accounts Payable	MONTE VISTA SMALL ANIMAL HOSPITAL	$452.00
	Paying Fund	Cash Amount		Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$452.00	
95269	10/17/2013 Open		Accounts Payable	NEW WORLD SYSTEM CORP	$5,000.00
	Paying Fund	Cash Amount		Amount	
	240 - Small Equipment Replacement	240.11000 (Cash)		$5,000.00	
95270	10/17/2013 Open		Accounts Payable	P G & E	$47.17
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$47.17	
95271	10/17/2013 Open		Accounts Payable	PACE SUPPLY CORPORATION	$193.24
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$193.24	
95272	10/17/2013 Open		Accounts Payable	PACIFIC PRODUCT & SVS INC	$2,589.52
	Paying Fund	Cash Amount		Amount	
	226 - Traffic Tax	226.11000 (Cash)		$2,589.52	
95273	10/17/2013 Open		Accounts Payable	PACIFIC STORAGE COMPANY	$340.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$340.00	
95274	10/17/2013 Open		Accounts Payable	PARK MD, VERNON G	$150.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$150.00	
95275	10/17/2013 Open		Accounts Payable	PAUL'S PAINT COMPANY	$66.86
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$66.86	
95276	10/17/2013 Open		Accounts Payable	PROTECH SECURITY/ELEC INC	$84.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$84.00	
95277	10/17/2013 Open		Accounts Payable	QUAD KNOPF INC	$7,716.02

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	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$7,716.02
95278	10/17/2013 Open		Accounts Payable	QUEST DIAGNOSTICS	$127.59
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$127.59
95279	10/17/2013 Open		Accounts Payable	REED INC, GEORGE	$117,271.95
	Paying Fund	Cash Amount			Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$117,271.95
95280	10/17/2013 Open		Accounts Payable	ROBERTSON - BRYAN INC	$360.25
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$360.25
95281	10/17/2013 Open		Accounts Payable	ROMEO MEDICAL CLINIC	$869.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$190.00
	205 - Sports Facilities	205.11000 (Cash)			$47.00
	217 - Streets - Gas Tax	217.11000 (Cash)			$68.00
	246 - Landscape Assessment	246.11000 (Cash)			$564.00
95282	10/17/2013 Open		Accounts Payable	SALLY SWANSON ARCHITECTS INC	$4,507.40
	Paying Fund	Cash Amount			Amount
	301 - Capital Improvement	301.11000 (Cash)			$4,507.40
95283	10/17/2013 Open		Accounts Payable	SAN DIEGO POLICE EQUIP	$1,162.24
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$1,162.24
95284	10/17/2013 Open		Accounts Payable	SANTA FE AGGREGATES INC	$527.54
	Paying Fund	Cash Amount			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$527.54
95285	10/17/2013 Open		Accounts Payable	SOUTHWEST SCHOOL &	$679.58
	Paying Fund	Cash Amount			Amount
	270 - Recreation Grants	270.11000 (Cash)			$679.58
95286	10/17/2013 Open		Accounts Payable	ST BOARD OF EQUALIZATION	$1,106.63
	Paying Fund	Cash Amount			Amount
	505 - Fleet	505.11000 (Cash)			$1,106.63
95287	10/17/2013 Open		Accounts Payable	STANISLAUS CO SUPERIOR CT	$12.50
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$12.50
95288	10/17/2013 Open		Accounts Payable	STATE OF CALIFORNIA	$2,157.98

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	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$2,157.98	
95289	10/17/2013 Open		Accounts Payable	T I D		$47,074.77
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$1,112.17	
	216 - Streets - Local Transportation	216.11000 (Cash)			$25,614.35	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$738.51	
	420 - WATER	420.11000 (Cash)			$19,609.74	
95290	10/17/2013 Open		Accounts Payable	TG HYDRAULICS		$134.46
	Paying Fund	Cash Amount			Amount	
	205 - Sports Facilities	205.11000 (Cash)			$103.21	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$31.25	
95291	10/17/2013 Open		Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC		$5,000.00
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,500.00	
	420 - WATER	420.11000 (Cash)			$2,500.00	
95292	10/17/2013 Open		Accounts Payable	TRANSIT HOLDINGS INC - NEW FLYER		$2,338.47
	Paying Fund	Cash Amount			Amount	
	426 - Transit - BLAST	426.11000 (Cash)			$2,338.47	
95293	10/17/2013 Open		Accounts Payable	TURF STAR		$600.35
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$600.35	
95294	10/17/2013 Open		Accounts Payable	TURLOCK SCAVENGER CO INC		$200,000.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$200,000.00	
95295	10/17/2013 Open		Accounts Payable	TURLOCK SPAY & NEUTER CLINIC		$947.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$42.00	
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$905.00	
95296	10/17/2013 Open		Accounts Payable	VERIZON WIRELESS		$932.61
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$932.61	
95297	10/17/2013 Open		Accounts Payable	VETERINARY MED CTR INC		$205.00
	Paying Fund	Cash Amount			Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$205.00	
95298	10/17/2013 Open		Accounts Payable	WARDEN'S OFFICE INC		$2,367.75

City of Turlock

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	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$2,367.75
95299	10/17/2013 Open		Accounts Payable	WEST PUBLISHING CORPORATION	$137.45
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$137.45
95300	10/17/2013 Open		Accounts Payable	ZALREICH CHEMICAL CO INC	$34,386.47
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$34,386.47
95301	10/17/2013 Open		Accounts Payable	ZEE MEDICAL SERVICE CO	$80.02
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$80.02
95302	10/17/2013 Open		Accounts Payable	AG LINK INC	$460.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$460.00
95303	10/17/2013 Open		Accounts Payable	BURKE, JULIE	$80.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$80.00
95304	10/17/2013 Open		Accounts Payable	CARPENTER, WENDI	$68.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$13.00
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$55.00
95305	10/17/2013 Open		Accounts Payable	COLE, MICHELLE	$185.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$185.00
95306	10/17/2013 Open		Accounts Payable	HUBBELL, VANESSA	$791.50
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$791.50
95307	10/17/2013 Open		Accounts Payable	HUMPHREYS, PEG	$55.00
	Paying Fund	Cash Amount			Amount
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$55.00
95308	10/17/2013 Open		Accounts Payable	VISS, ELAN	$18.00
	Paying Fund	Cash Amount			Amount
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$18.00
95309	10/17/2013 Open		Accounts Payable	YORK, WAYNE	$20.00
	Paying Fund	Cash Amount			Amount
	502 - Engineering	502.11000 (Cash)			$20.00
95310	10/17/2013 Open		Accounts Payable	ZAMORA, MARIA	$36.00

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	Paying Fund	Cash Amount			Amount
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$36.00
95311	10/17/2013 Open		Accounts Payable	CINCINNATI LIFE INS INC	$836.78
	Paying Fund	Cash Amount			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$836.78
95312	10/17/2013 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$58,366.66
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$58,366.66
95313	10/17/2013 Open		Accounts Payable	COMBINED BENEFITS ADMIN-	$4,479.25
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$4,479.25
95314	10/17/2013 Open		Accounts Payable	COMBINED BENEFITS ADMIN/	$1,633.90
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$1,633.90
95315	10/17/2013 Open		Accounts Payable	COMBINED BENEFITS ADMIN=	$135,493.86
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$135,493.86
95316	10/17/2013 Open		Accounts Payable	EQUIFAX	$63.32
	Paying Fund	Cash Amount			Amount
	255 - CDBG	255.11000 (Cash)			$63.32
95317	10/17/2013 Open		Accounts Payable	FARIA, JAMIE	$624.00
	Paying Fund	Cash Amount			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$624.00
95318	10/17/2013 Open		Accounts Payable	NEW MEXICO CHILD SUPPORT ENFORCEMENT DIVISION	$125.00
	Paying Fund	Cash Amount			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$125.00
95319	10/17/2013 Open		Accounts Payable	STANISLAUS CTY SHERIFF	$311.75
	Paying Fund	Cash Amount			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$311.75
95320	10/17/2013 Open		Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13
	Paying Fund	Cash Amount			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$439.13
95321	10/17/2013 Open		Accounts Payable	VISION SERVICE PLAN CA	$1,573.88
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$1,573.88
Type Check Totals:		95 Transactions			$1,096,206.01

City of Turlock

Payment Register

From Payment Date: 10/11/2013 - To Payment Date: 10/17/2013

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	$1,096,143.69	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$62.32	$0.00
	Stopped	0	$0.00	$0.00
	Total	95	$1,096,206.01	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	$1,096,143.69	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$62.32	$0.00
	Stopped	0	$0.00	$0.00
	Total	95	$1,096,206.01	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	$1,096,143.69	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$62.32	$0.00
	Stopped	0	$0.00	$0.00
	Total	95	$1,096,206.01	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	$1,096,143.69	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$62.32	$0.00
	Stopped	0	$0.00	$0.00
	Total	95	$1,096,206.01	$0.00

OCTOBER 22, 2013
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT 5B

MINUTES
Regular Meeting
Turlock City Council

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1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 6:03 p.m.
   PRESENT: Councilmembers Amy Bublak, Bill DeHart, Steven Nascimento, Forrest White, and Mayor John S. Lazar.
   ABSENT: None

   B. SALUTE TO THE FLAG: Mayor Lazar asked Taylor Ward of Boy Scout Troop 111 to lead the salute to the flag.

2. **PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:**

   A. Pitman High School Hispanic Youth Leadership Council members Vicente Rosales, Felipe Laiton, and Enrique Diaz presented information about the Tuolumne River Regional Park Project, including park amenities, future development, and community outreach.

3. **A. SPECIAL BRIEFINGS**:

   1. Turlock City Arts Commissioner Sergio Alvarado briefed the Council on Arts Commission activities including a preview of the Columbia Park Art Show currently on display in City Hall, the November 12, 2013 public hearing scheduled to discuss the placement of the Queen Shamiram statue, and that efforts are currently underway to seek sponsors for the Spring Juried Art Show.

   B. STAFF UPDATES

   1. Turlock Police Chief Robert Jackson provided information about the 7th Annual Public Safety Facility Open House to be held Saturday, October 26, 2013, from 10:00 a.m. to 3:00 p.m.

   2. Parks, Recreation & Community Facilities Manager Allison Van Guilder provided an update on sports facilities, activities, and promotion activities, including revealing a new promotional DVD created in partnership with the Turlock Chamber of Commerce, Convention and Visitors Bureau, and Creation Labs, that highlights Pedretti Park and the Turlock Regional Sports Complex.

   3. Assistant to the City Manager for Economic Development/Housing Maryn Pitt provided information on the status of the Economic Development Department, including the closure of the EDD Office and current efforts to ensure local services are maintained.

   C. PUBLIC PARTICIPATION:

   Charles Teval, Turlock Library Branch Manager and Kelly Ferrini, Turlock Children's' Librarian provided information about upcoming programs, activities, and meetings.

4. A. DECLARATION CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

5. CONSENT CALENDAR:

Action: Motion by Councilmember Nascimento, seconded by Councilmember DeHart, and unanimously carried to adopt the consent calendar as follows:

A. **Resolution No. 2013-178** Accepting Demands of 9/26/13 in the amount of $685,767.98; Demands of 10/3/13 in the amount of $1,162,808.58

B. *Motion*: Accepting Minutes of Regular Meeting of October 8, 2013

C. **Resolution No. 2013-179** Readopting a Fee Deferral Program for the CFF, NWTSP and WISP Impact Fees for an additional twenty-four (24) months

D. *Motion*: Approving a Lien Agreement for Deferred Payment of City of Turlock Development Impact Fees between the City of Turlock and Lydia Mitchell and Leong Tegner, LLC (Owner of 2901 N. Tegner Road, Turlock CA 95382)

E. 1. *Motion*: Making the determination that City Project No. 12-59, "CNG Slow Fill Station Upgrade - Design Build Project," is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15304 (Minor Alterations of Land) of the CEQA Guidelines
2. *Motion*: Awarding bid and approving an agreement in the amount of $330,000 (Fund 426-40-415.51270) with EFS West, Valencia, California, for City Project No. 12-59, "CNG Slow Fill Station Upgrade - Design Build Project"

F. 1. *Motion*: Making the determination that City Project No. 13-54, "Chamber of Commerce HVAC Improvements," is exempt from the provisions of CEQA in accordance with Section 15301, "Existing Facilities"
2. *Motion*: Awarding bid, bid alternate, and approving an agreement in the amount of $5,482 (Fund 301) with Champion Industrial Contractors, Inc., of Modesto, California, for City Project No. 13-54, "Chamber of Commerce HVAC Improvements"
3. **Resolution No. 2013-180** Appropriating $5,115 to account number 301-50-520.51301 "City Facilities Repair" to be funded via a transfer of General Fund monies from Fund 110 "General Fund" for City Project No. 13-54, "Chamber of Commerce HVAC Improvements," to complete the necessary funding required for the project

G. *Motion*: Accepting notification of Contract Change Order No. 2 in the amount of $30,204.84 (Fund 415) for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline," bringing the contract total to $13,339,929.84

H. *Motion*: Approving the purchase of two (2) 2014 Ford 1/2 ton super cab 2-WD pickup trucks from Patchetts Motors, Inc., of Turlock, California, for Development Services Department Building & Safety Division, in an amount not to exceed $50,903

I. **Resolution No. 2013-181** Approving and supporting the request of the County of Stanislaus to expand the Stanislaus Enterprise Zone (Expansion #8)

J. **Resolution No. 2013-182** Approving an amendment to the 2010-14 Consolidated Plan, authorizing the submission of a substantial amendment to HUD, which amends the former adopted strategy by incorporating the HUD required recapture and resale provision language

K. 1. *Motion*: Authorizing the purchase of four (4) partially funded 2014 Ford Fusion plug-in hybrid vehicles with grant funding reimbursement of $20,000 per vehicle, of the approximate $41,321 total per vehicle cost

2. **Resolution No. 2013-183** Appropriating $193,011.92 to account number 506-000-000-213.51020 "Vehicle Replacement–Police" for the purchase of scooters and vehicles, with grant funding of $98,861.92 from the San Joaquin Valley Air Pollution Control District and a transfer of $94,150 from Fund 112 "General Fund Reserve for Capital Purchases"

L. *Motion*: Approving an agreement between Tuolumne County and the City of Turlock pertaining to assistance under the Law Enforcement Mutual Aid Plan, and authorizing the City Manager to execute any and all necessary documents relative to the agreement, to receive reimbursement for the City of Turlock related to emergencies including, but not limited to the Rim Fire

M. **Resolution No. 2013-184** Authorizing the hiring of one (1) Fire/Neighborhood Code Compliance Technician for the Turlock Fire Department to fill a current vacancy in the Neighborhood Services Unit through an in-house recruitment of full-time, part-time and volunteer/intern staff (with no priority given), and outside recruitment if needed

N. **Resolution No. 2013-185** Authorizing approval to enter into contracts to maintain Basic Life and Accidental Death & Dismemberment Insurance (Life/AD&D) and Long Term Disability (LTD) coverage for Fiscal Year 2013-14

O. 1. **Resolution No. 2013-186** Rescinding Resolution No. 2013-016 and adopting a Memorandum of Understanding between the City of Turlock and Turlock Associated Police Officers (TAPO) covering the period December 1, 2013 through November 30, 2014

2. **Resolution No. 2013-187** Rescinding Resolution No. 2013-017 and adopting a Memorandum of Understanding between the City of Turlock and Turlock City Employees Association (TCEA) covering the period November 1, 2013 through October 31, 2014

3. **Resolution No. 2013-188** Rescinding Resolution No. 2013-018 and adopting a Memorandum of Understanding between the City of Turlock and Turlock Management Association – Public Safety (TMAPS) covering the period November 1, 2013 through October 31, 2014

4. **Resolution No. 2013-189** Rescinding Resolution No. 2013-019 and adopting a Schedule of Benefits for Confidential Employees of the City of Turlock covering the period November 1, 2013 through October 31, 2014

5. **Resolution No. 2013-190** Rescinding Resolution No. 2013-020 and adopting a Schedule of Benefits for Management Employees of the City of Turlock covering the period November 1, 2013 through October 31, 2014

6. *Motion*: Adopting a Side Letter Agreement amending the Schedule of Benefits for Management Employees of the City of Turlock dated November 1, 2013 through October 31, 2014

7. **Resolution No. 2013-191** Rescinding Resolution No. 2013-021 and adopting a Memorandum of Understanding between the City of Turlock and Turlock Firefighters Local #2434 covering the period November 1, 2013 through October 31, 2014

8. *Motion*: Adopting a Side Letter Agreement amending the Memorandum of Understanding between the City of Turlock and Turlock Firefighters Local #2434 dated November 1, 2013 through October 31, 2014

P. *Motion*: Rejecting Claim for Damages filed by Turlock City Tow Service Inc.

6. FINAL READINGS: None

7. PUBLIC HEARINGS:

A. Deputy Director of Development Services/Planning Debbie Whitmore presented the staff report on the request to repeal Turlock Municipal Code Title 8, Chapter 11, regarding Capital Facilities Fees, and adopting a new Title 8, Chapter 11.

Council discussion included possible tracking mechanisms for future fee evaluation and authorizing the Development Services Director to make change of use and associated fee determinations until the new impact fee structure is in place.

Mayor Lazar opened the public hearing. No one spoke. Mayor Lazar closed the public hearing.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, introducing an Ordinance Repealing Turlock Municipal Code Title 8, Chapter 11, regarding Capital Facilities Fees, and adopting a new Title 8, Chapter 11, with direction to staff to add an exemption for a change in use in existing commercial or industrial buildings where there has been a use, equivalent to the use for which the impact fees were paid, that has operated for a period of not less than three (3) years, and setting the final reading for November 12, 2013. Motion carried unanimously.

B. Municipal Services Director Michael Cooke presented the staff report on the request to amend Turlock Municipal Code Title 6, Chapter 4, Article 14, Section 01 regarding Director Responsible for Enforcement and adopt the Industrial Pretreatment Program Enforcement Response Plan.

Mayor Lazar opened the public hearing. No one spoke. Mayor Lazar closed the public hearing.

Action: Motion by Councilmember White, seconded by Councilmember Nascimento, introducing an Ordinance Amending Turlock Municipal Code Title 6, Chapter 4, Article 14, Section 01, regarding Director Responsible for Enforcement and setting the final reading for November 12, 2013. Motion carried unanimously.

Mayor Lazar noted that the Resolution Adopting the Industrial Pretreatment Program Enforcement Response Plan would be considered after the final reading and adoption of the above Ordinance on November 12, 2013.

C. *Removed from the Agenda.* Mayor Lazar requested the staff report on the request to add Turlock Municipal Code Title 5, Chapter 25, prohibiting Automated Secondhand Dealer Kiosk (ASDK) machines, or any similar devices or machines, which buy back personal electronic devices be removed from the agenda.

8. SCHEDULED MATTERS:

A. Deputy Director of Development Services/Planning Debbie Whitmore presented the request to accept the staff report on StanCOG's Proposed Regional Housing Needs Allocation (RHNA) Methodology.

Council discussion included the discrepancy between StanCOG and Department of Housing and Community Development target numbers for new units, jobs/housing balance and associated philosophical views, infill development, and the need for legislative action allowing decision making to occur at the COG level using regional forecasts.

Mayor Lazar asked for public comment. No one spoke. Mayor Lazar closed public comment.

Action: Motion by Councilmember White, seconded by Councilmember DeHart, Accepting the staff report on StanCOG's Proposed Regional Housing Needs Allocation (RHNA) Methodology. Motion carried unanimously.

B. Municipal Services Director Michael Cooke presented the staff report on the request to direct the City Manager to write a letter to the Stanislaus County Board of Supervisors requesting that a stakeholder group is convened to consider groundwater pumping regulations in Stanislaus County and for the Stanislaus County Board of Supervisors to consider a moratorium on new agricultural production wells while such regulations are being developed.

Council discussion included lengthy time frames for regulation development and the need to advance a focus group.

Mayor Lazar asked for public comment.

Turlock Chamber of Commerce CEO Sharon Silva spoke in favor of a moratorium.

Mayor Lazar closed public comment.

Action: Motion by Councilmember White, seconded by Councilmember DeHart, Directing the City Manager to write a letter to the Stanislaus County Board of Supervisors requesting that a stakeholder group is convened to consider groundwater pumping regulations in Stanislaus County and for the Stanislaus County Board of Supervisors to consider a moratorium on new agricultural production wells while such regulations are being developed. Motion carried unanimously.

C. Turlock Fire Chief Tim Lohman presented the staff report on the request to authorize the recruitment and hiring of one (1) Fire Fighter for the Turlock Fire Department to fill a current vacancy and maintain line level staffing at forty-two (42) positions supported by the General Fund, with additional recruitments and hiring as necessary through the end of Fiscal Year 2013-14.

Council discussion included revisiting the requirement to receive Council approval when filling vacancies, delegating direct authority to the City Manager to fill vacancies within the approved budget, and the timeline for hiring new personnel.

Mayor Lazar asked for public comment. No one spoke. Mayor Lazar closed public comment.

Action: **Resolution No. 2013-192** Authorizing the recruitment and hiring of one (1) Fire Fighter for the Turlock Fire Department to fill a current vacancy and maintain line level staffing at forty-two (42) positions supported by the General Fund, with additional recruitments and hiring as necessary through the end of Fiscal Year 2013-14, was introduced by Councilmember White, seconded by Councilmember DeHart, and carried unanimously.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Mayor Lazar asked that an item delegating direct authority to the City Manager to fill vacancies within the adopted budget be placed on the next agenda.

10. COUNCIL COMMENTS:

Councilmember White urged Council to seriously look at a half-cent sales tax for roads due to the City's future revenue with StanCOG being limited and asked to see it as a discussion item on a future agenda.

Mayor Lazar commented on his disappointment with the political process during a vote at a recent StanCOG meeting and asked that the City Attorney look into the possible reconfiguration of StanCOG to ensure Turlock receives their fair share of funding.

11. CLOSED SESSION: None

12. ADJOURNMENT:

Motion by Councilmember Nascimento, seconded by Councilmember White, to adjourn at 7:38 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____

Kellie E. Weaver
City Clerk

5C

Council Synopsis

November 12, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 2 in the amount of $27,678.16 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 2 – Demolition, Grading and Site Paving, bringing the contract total to $1,032,480.31

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $909,226 to George Reed Construction, Inc. of Modesto, California, for "Turlock Public Safety Facility," Category 2 – Demolition, Grading and Site Paving. Construction activities began in March 2011 and are generally complete.

During the course of construction some minor changes were made to clear up overlapping work between contractors and to clear up other issues. To compensate the contractor for their efforts, staff recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	$909,226.00	2/1/11
Change Order No. 1	$95,576.15	12/13/11
Change Order No. 2	$27,678.16	11/12/13
Adjusted Contract Total	$1,032,480.31	

Description of change order:

Change order No. 2 includes the following:

1) Credit to Owner for bollards at the transformer in the amount of ($15,000). Bollards were set by others.

2) Install concrete footing and gate rails at driveway gates in the amount of $2,993.12.

3) Chip light bases in the Carnegie parking lot that were too high in the amount of 183.07. Footings were installed prior to the Carnegie parking lot sidewalks. Footings were set to the TPSF design.

4) Rework grades and curb in east parking lot that were restaked after issues were found in the amount of $3,439.51.

5) Regrade the dry stream area on the east parking lot in the amount of $2,242.36.

6) Demolish 200 Square feet of AC and 10 linear feet of curb in the west parking lot and replace with concrete in the amount of $2,434.06.

7) Remove and offhaul of excess dirt from project site in the amount of $32,451.04.

8) Credit for deletion of sidewalk per RFI 403 in the amount of ($1,065).

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $1,004,802.15 will be increased in the amount of $27,678.16, bringing the total contract to $1,032,480.31 (Fund 305)

Note: No General Fund money will be used for this change order.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

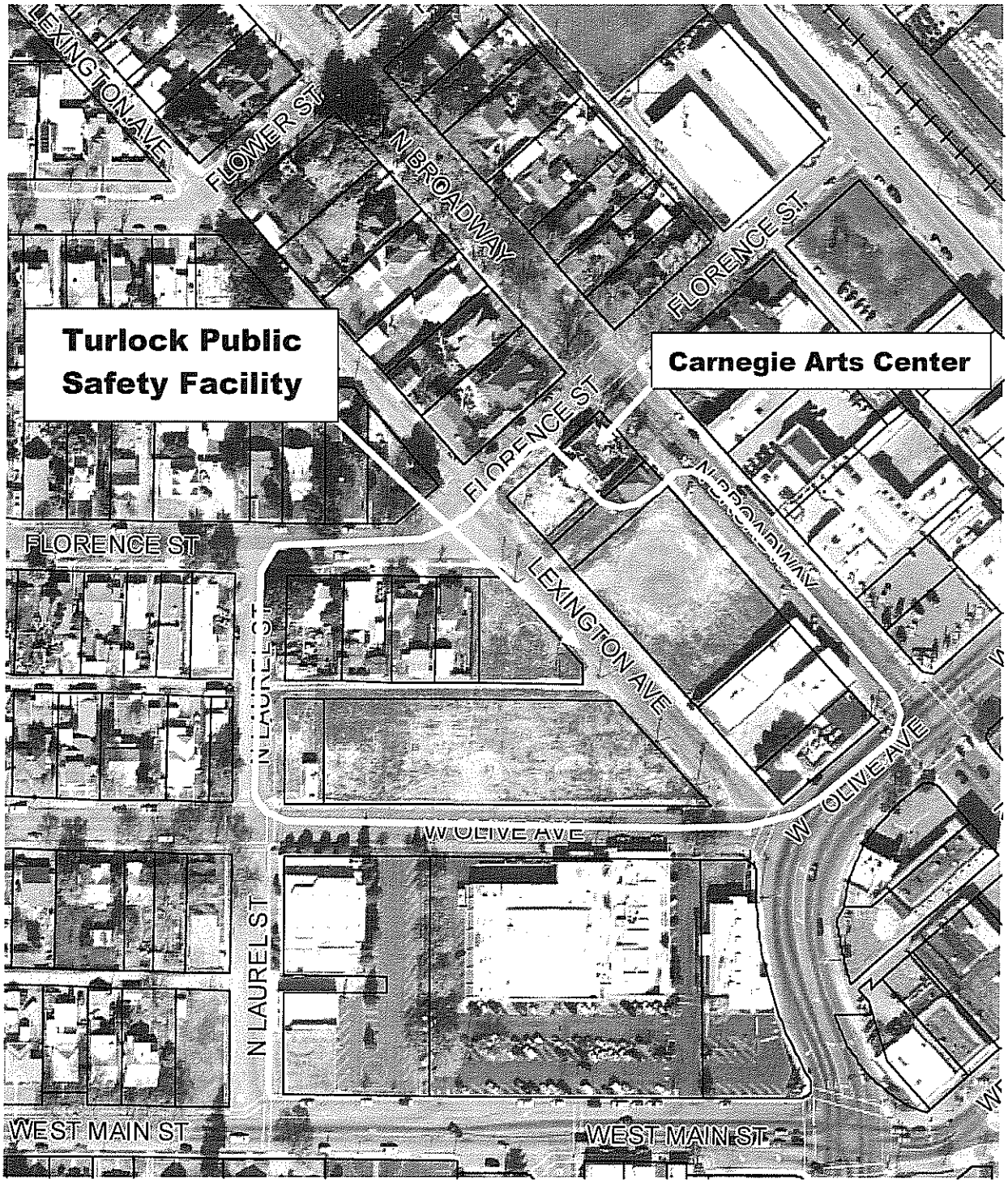
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Not approve Change Order No. 2. This option is not recommended by City staff since the changes are necessary for the Turlock Public Safety Facility to be completed within the approved schedule.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER

Date issued: 12-Nov-13 **Change Order No.:** 2
Project Name: Turlock Public Safety Facility

George Reed Construction, Inc.
P.O. Box 4760
Modesto, CA 95352

Project No.: 0804B - Category 02
Contract For: $909,226.00
Contract Award Date: February 1, 2011

You are directed to make the following changes in this contract as requested by The City of Turlock:

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Credit to Onwer for bollards at the transofrmer. Bollards were set by others.	LS	1	($15,000.00)	($15,000.00)
2	Install concrete footing and gate rails at driveway gates.	LS	1	$2,993.12	$2,993.12
3	Chip light bases in the Carnegie parking lot that were too high. Footings were installed prior to the Carnegie parking lot sidewalks. Footings were set to the TPSF design elevation.	LS	1	$183.07	$183.07
4	Rework grades and curb in east parkin glot that were restaked after issues were found.	LS	1	$3,439.51	$3,439.51
5	Regrade the dry stream area on the east parking lot per City Staff.	LS	1	$2,242.36	$2,242.36
6	Demollish 200 Square feet of AC and 10 linear feet of curb in the west parking lot per Jim Gillenwater. Replace AC with concrete.	LS	1	$2,434.06	$2,434.06
7	Remove and offhaul of excess dirt from project site.	LS	1	$32,451.04	$32,451.04
8	Credit for deletion of sidewalk per RFI 403.	LS	1	($1,065.00)	($1,065.00)
			Total this CCO=		$27,678.16

The original contract sum =	**$909,226.00**
Net change by previous change orders =	**$95,576.15**
The contract sum will be (increased) by this Change Order =	**$27,678.16**
The new contract sum including this change order will be =	**$1,032,480.31**
The contract time will be increased by (0) working days.	

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
City Manager

5D

Council Synopsis

November 12, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 4 in the amount of $3,491 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 4 - Landscaping, bringing the contract total to $233,184

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $256,529 to Duley's Landscaping, Inc., of Tollhouse, California for "Turlock Public Safety Facility," Category 4 – Landscaping. During the course of construction some additional work was required to landscape areas where paved surfacing was deleted. City staff and Duley's Landscaping, Inc., recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	$256,529	2/1/11
Change Order No. 1	($29,719)	9/27/11
Change Order No. 2	$518	4/24/12
Change Order No. 3	$2,365	11/13/12
Change Order No. 4	$3,491	11/12/13
Adjusted Contract Total	$233,184	

Description of change order:

Change order No. 4 includes the following:

1) Provide and install 530 square feet of irrigation, planting and bark where concrete was deleted on the east side in the amount of $3,491.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $229,693 will be increased in the amount of $3,491, bringing the total contract to $233,184 (Fund 305)

Note: No General Fund money will be used for this change order.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

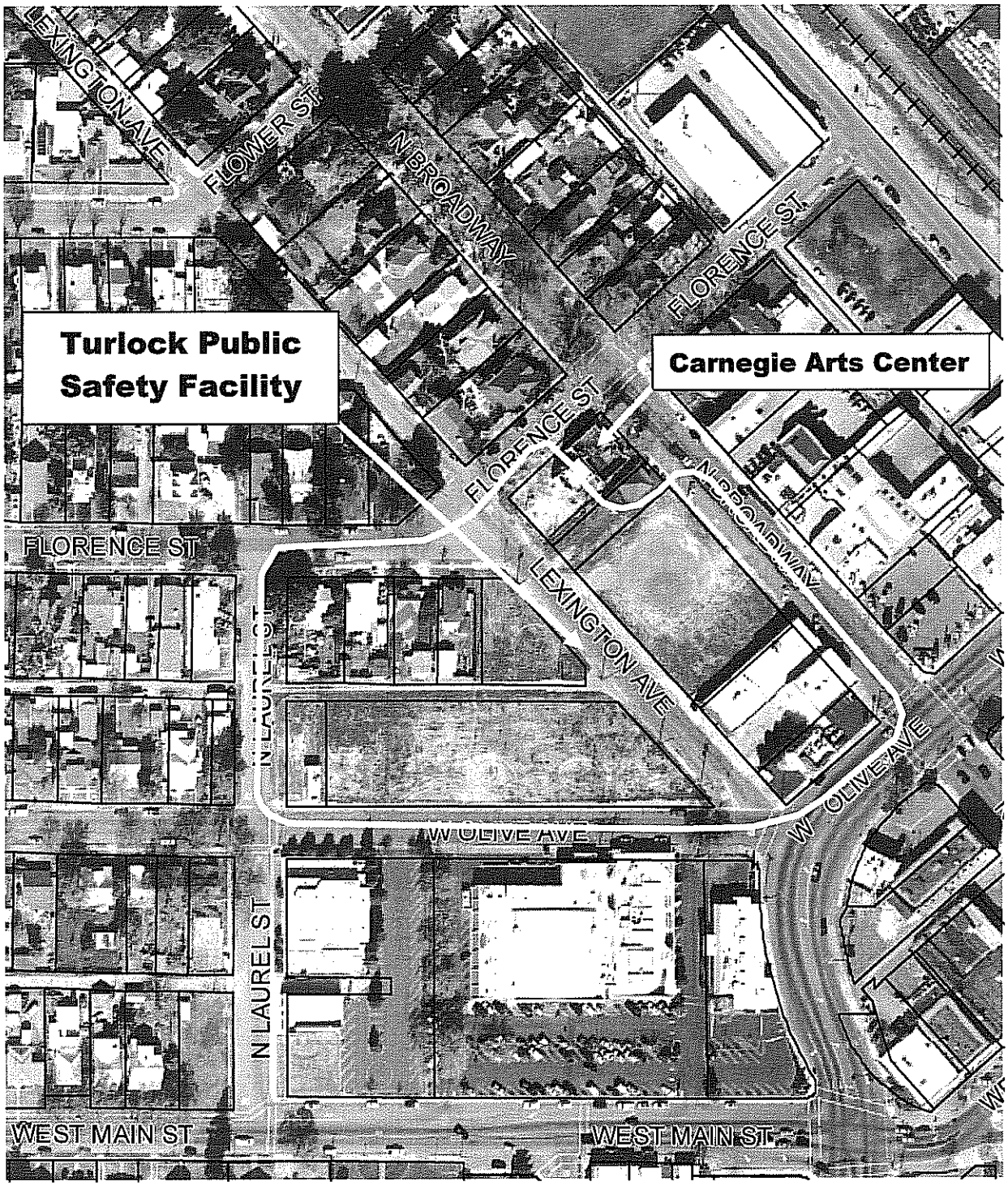
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Not approve Change Order No. 4. This option is not recommended by City staff since the changes are necessary for the Turlock Public Safety Facility to be completed on time per the approved schedule.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER

Date issued: 12-Nov-13 **Change Order No.:** 4
Project Name: Turlock Public Safety Facility

Duley's Landscaping, Inc.
28876 Topaz
Tollhouse, CA 93667

Project No.: 0804B - Category 04
Contract For: $256,529.00
Contract Award Date: February 1, 2011

You are directed to make the following changes in this contract as requested by The City of Turlock:

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Provide and install 530 square feet of irrigation, planting	LS	1	$3,490.96	$3,490.96
	and bark where concrete was deleted on the east side.				
			Total this CCO=		$3,490.96
The original contract sum =					**$256,529.00**
Net change by previous change orders =					**($26,836.09)**
The contract sum will be (increased) by this Change Order =					**$3,490.96**
The new contract sum including this change order will be =					**$233,183.87**
The contract time will be increased by (10) working days.					

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
City Manager

5E

Council Synopsis

November 12, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 3 in the amount of $806.69 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 5 - Masonry, bringing the contract total to $1,322,881.39

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $1,325,133 to Frazier Masonry Corporation of North Highlands, California for "Turlock Public Safety Facility," Category 5 – Masonry. During the course of construction, some changes were identified in relation to masonry walls in the sally port and the SWAT area. To compensate the contractor for their efforts, City staff recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	$1,325,133.00	2/1/11
Change Order No. 1	($9,021.00)	9/27/11
Change Order No. 2	$5,962.70	6/25/13
Change Order No. 3	$806.69	11/12/13
Adjusted Contract Total	$1,322,881.39	

Description of change orders:

Change order No. 3 includes the following:

1) Provide and install rebar dowels for masonry walls in sally port and the SWAT area that were installed incorrectly by category 3 in the amount of $806.69. The total cost is $1,958.86. The balance of this cost is on ACO 5/5.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $1,322,074.70 will be increased in the amount of $806.69, bringing the total contract to $1,322,881.39 (Fund 305)

Note: No General Fund money will be used for this change order.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

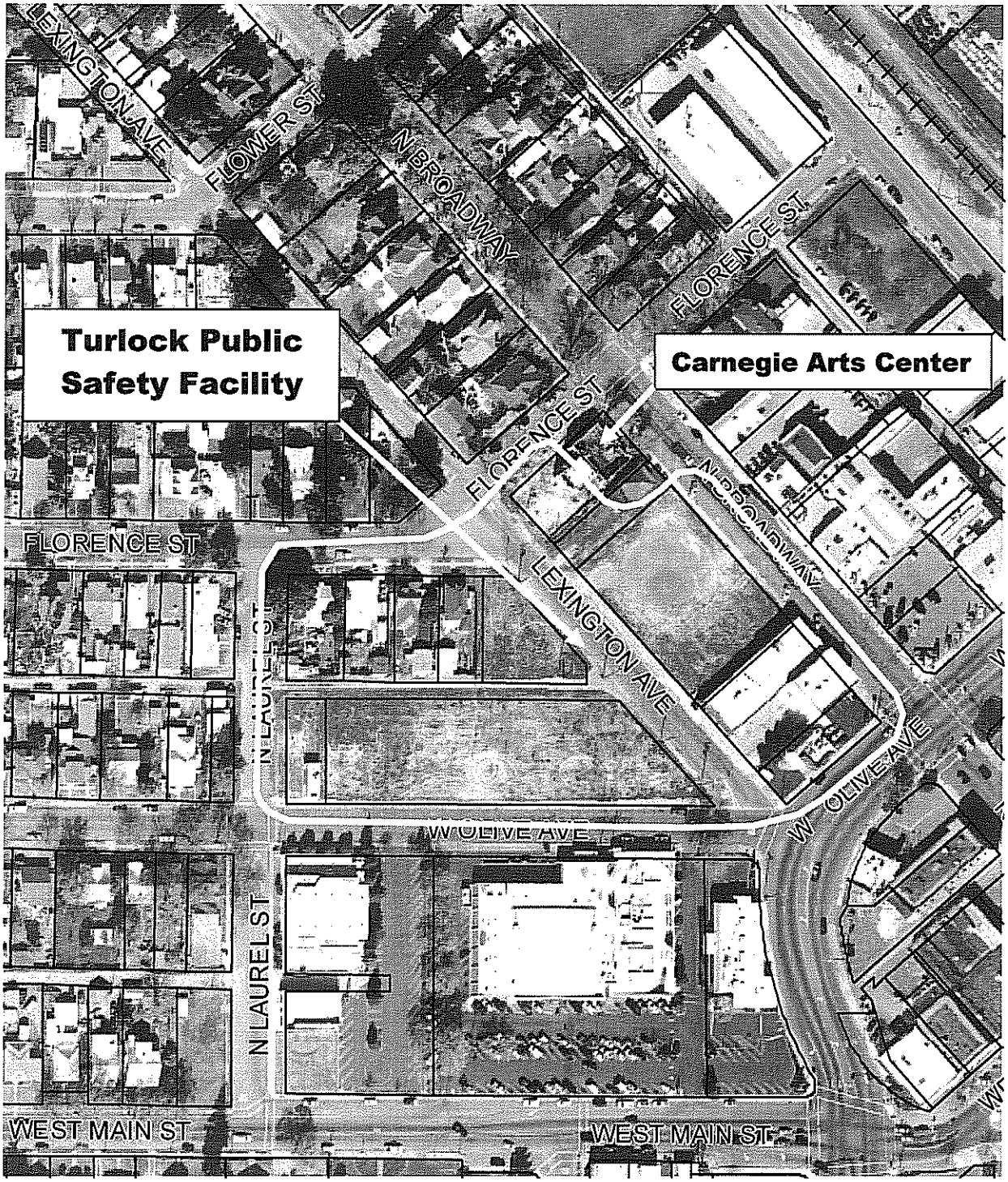
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Not approve Change Order No. 5. This option is not recommended by City staff since the changes are necessary for the Turlock Public Safety Facility to be completed within the approved Schedule.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER

Date issued: 12-Nov-13 **Change Order No.:** 3
Project Name: Turlock Public Safety Facility

Frazier Masonry Corporation
6950 34th St., Ste. 230
North Highlands, CA 95660

Project No.: 0804B - Category 05
Contract For: $1,325,133.00
Contract Award Date: February 1, 2011

You are directed to make the following changes in this contract as requested by The City of Turlock:

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Provide and install rebar dowels for masonry walls in sally port and the SWAT area that were installed incorrectly by category 3. The total cost is $1958.86, the balance of this cost is on ACO 5/5.	LS	1	$806.69	$806.69
			Total this CCO=		$806.69
The original contract sum =					**$1,325,133.00**
Net change by previous change orders =					**($3,058.30)**
The contract sum will be (increased) by this Change Order =					**$806.69**
The new contract sum including this change order will be =					**$1,322,881.39**
The contract time will be increased by (0) working days.					

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
City Manager

5F

Council Synopsis

November 12, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 5 in the amount of $20,121 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 6 – Structural Steel, bringing the contract total to $3,509,579

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $3,430,000 to Golden State Steel, Inc., of Fowler, California for "Turlock Public Safety Facility," Category 06 – Structural Steel. During the course of construction some changes were required at various locations throughout the facility. After review of the proposed changes and the project schedule, City staff and Golden State Steel, Inc., recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	$3,430,000	2/1/11
Change Order No. 1	($14,660)	1/10/12
Change Order No. 2	$10,748	6/26/12
Change Order No. 3	$13,881	11/13/12
Change Order No. 4	$49,489	1/22/13
Change Order No. 5	$20,121	11/12/13
Adjusted Contract Total	$3,509,579	

Description of change order:

Change order No. 5 includes the following:

1) Add 1 beam in Room 266 to support overhead video monitors in the amount of $1,263. Beam required due to adjustments made to ducting.

2) Install larger angle iron pieces in the sally port from the masonry wall to the floor steel in the amount of $6,620. Larger angles needed due to increased distance from the masonry wall to the floor steel.

3) Make adjustments in the field for the kennel roof attachment in the amount of $1,736. Plaster on the tower building makes the roof not fit per the design. Added new tabs to fit the site conditions.

4) Make modifications to the Olive Ave. trellis to fit field conditions In the amount of $2,252.

5) Per the Architect's instruction to correct potential ADA issues, install horizontal bars at three (3) locations on the stair rails to prevent access, change the handrail base plates to smallers ones and seal the open ends of the stair stringers in the amount of $6,304.

6) Field modify hand rails to fit field conditions in the amount of $1,946. Rail raised to fit backing installed in wall and wall returns modified to meet wall conditions.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $3,489,458 will be increased in the amount of $20,121, bringing the total contract to $3,509,579 (Fund 305).

Note: No General Fund money will be used for this change order.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

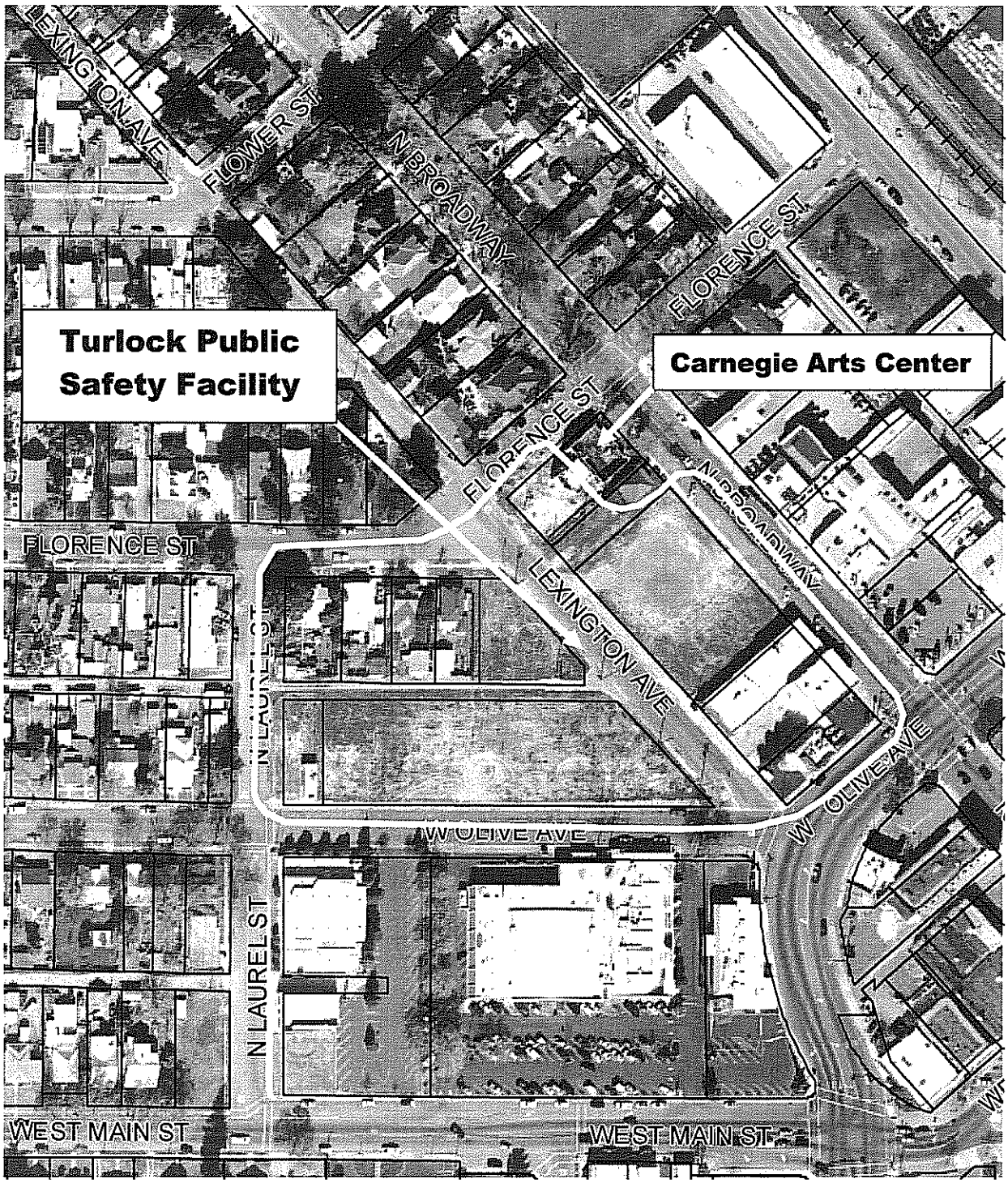
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Not approve Change Order No. 5. This option is not recommended by City staff since the changes are necessary for the Turlock Public Safety Facility to be completed on time per the approved schedule.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER

Date issued: 12-Nov-13 **Change Order No.:** 5
Project Name: Turlock Public Safety Facility

Golden State Steel, Inc.
P.O. Box 250
Fowler, CA 93625

Project No.: 0804B - Category 06
Contract For: $3,430,000.00
Contract Award Date: February 1, 2011

You are directed to make the following changes in this contract as requested by The City of Turlock:

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Add 1 beam in Room 266 to support overhead video monitors. Beam required due to adjustments made to ducting.	LS	1	$1,263.00	$1,263.00
2	Install larger angle iron pieces in the sally port from the masonry wall to the floor steel. Larger angles needed due to increased distance from the masonry wall to the floor steel.	LS	1	$6,620.00	$6,620.00
3	Make adjustments in the field for the kennel roof attachment. Plaster on the tower building makes the roof not fit per the design. Added new tabs to fit the site conditions.	LS	1	$1,736.00	$1,736.00
4	Make modifications to the Olive Ave. trellis to fit field conditions.	LS	1	$2,252.00	$2,252.00
5	Per the Architect's instruction to correct potential ADA issues, install horizontal bars at three (3) locations on the stair rails to prevent access. Change the handrail base plates to smallers ones. Seal the open ends of the stair stringers.	LS	1	$6,304.00	$6,304.00
6	Field modify hand rails to fit field conditions. Rail raised to fit backing installed in wall and wall returns modified to meet wall conditions.	LS	1	$1,946.00	$1,946.00
			Total this CCO=		**$20,121.00**

The original contract sum =	**$3,430,000.00**
Net change by previous change orders =	**$59,458.00**
The contract sum will be (increased) by this Change Order =	**$20,121.00**
The new contract sum including this change order will be =	**$3,509,579.00**
The contract time will be increased by (0) working days.	

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
City Manager

59

Council Synopsis

November 12, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 4 in the amount of $10,470 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 9 – Doors and Windows, bringing the contract total to $1,142,644

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $1,203,203 to Diede Construction, Inc., of Woodbridge, California for "Turlock Public Safety Facility," Category 9 – Doors and Windows. As the project progressed, several changes to doors and hardware were required. In addition, two (2) sliding windows were added at the Fire Reception counter for added security. After review of the proposed changes and the project schedule, City staff and Diede Construction, Inc., recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	$1,203,203	2/1/11
Change Order No. 1	($71,000)	11/27/12
Change Order No. 2	($14,500)	1/8/13
Change Order No. 3	$14,471	6/25/13
Chance Order No. 4	$10,470	11/12/13
Adjusted Contract Total	$1,142,644	

Description of change orders:

Change order No. 4 includes the following:

1) Per a request from the Turlock Police Department, install at the Fire Reception Counter, two (2) aluminum sliding windows to provide security for fire personnel in the amount of $5,872. The aluminum windows shall have a lock for the sliding portion.

2) Provide and install one new door and hardware for the new closet per ASI 007 in the amount of $3,802.

3) Provide and install one new door closer on Door 249A per a request from the Fire Marshall in the amount of $796.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $1,132,174 will be increased in the amount of $10,470, bringing the total contract to $1,142,644. (Fund 305).

Note: No General Fund money will be used for this change order.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

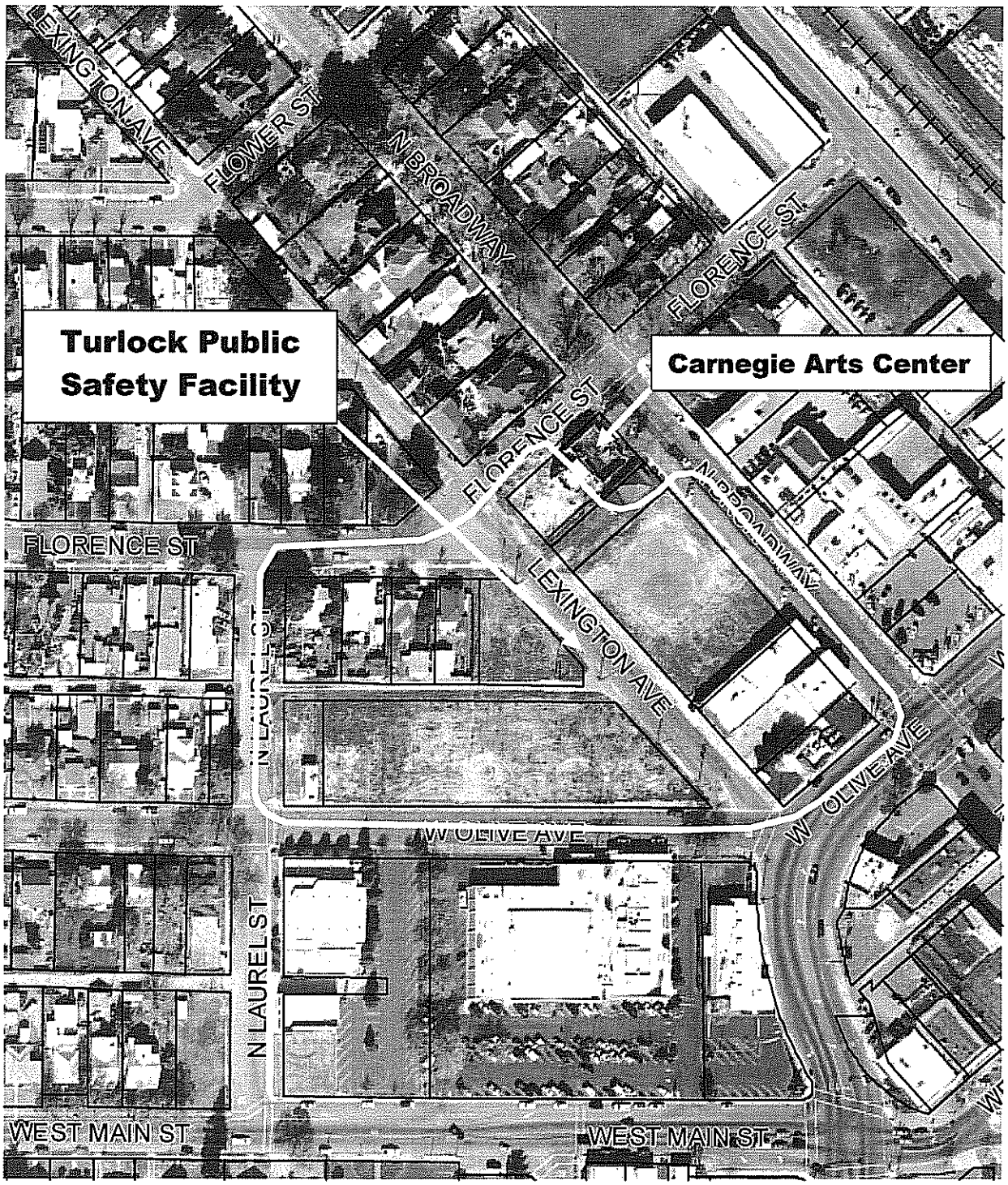
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Not approve Change Order No. 4. This option is not recommended by City staff since the changes are necessary to provide added security and for the Turlock Public Safety Facility to be completed within the approved schedule.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER

Date issued: 12-Nov-13 **Change Order No.:** 4
Project Name: Turlock Public Safety Facility

Diede Construction, Inc.
P.O.Box 1007
Woodbridge, CA 95258

Project No.: 0804B - Category 09
Contract For: $1,203,203.00
Contract Award Date: February 1, 2011

You are directed to make the following changes in this contract as requested by The City of Turlock:

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Per a request form the Turlock Police Department, install at the Fire Reception Counter, two (2) aluminum sliding windows to provide security for fire personnel. The aluminum windows shall have a lock for the sliding portion.	LS	1	$5,872.00	$5,872.00
2	Provide and install one new door and hardware for the new closet per ASI 007.	LS	1	$3,802.00	$3,802.00
3	Provide and install one new door closer on Door 249A per a request from the Fire Marshall.	LS	1	$796.00	$796.00
			Total this CCO=		**$10,470.00**
The original contract sum =					**$1,203,203.00**
Net change by previous change orders =					**($71,028.58)**
The contract sum will be (increased) by this Change Order =					**$10,470.00**
The new contract sum including this change order will be =					**$1,142,644.42**
The contract time will be increased by (0) working days.					

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
City Manager

5H

Council Synopsis

November 12, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 3 in the amount of $1,288 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 11 – Painting and Wall Coverings, bringing the contract total to $297,650

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $318,500 to D.C. Vient, Inc., of Modesto, California for "Turlock Public Safety Facility," Category 13 – Painting and Wall Coverings. During the course of construction, some additional work was required to repaint and patch in various areas throughout the building. After review of the proposed changes and the project schedule, City staff and D.C. Vient, Inc., recommend the following change:

Change Order History	Amount	City Council Meeting
Original Contract	$318,500	2/1/11
Change Order No. 1	($22,400)	1/10/12
Change Order No. 2	$262	8/13/13
Change Order No. 3	1,288	11/12/13
Adjusted Contract Total	$297,650	

Description of change order:

Change order No. 3 includes the following:

1) Paint soffit over stairs in the amount of $342. Soffit over stairs was installed late, work was out of sequence.

2) Paint duct shaft in Room 213 in the amount of $340. Work was out of sequence due to waiting on RFI response.

3) Patch and paint ceiling in Room 158 where access was cut in the amount of $344. Minor patching required.

4) Patch and paint ceiling in Room 263 where access was cut in the amount of $262. Minor patching required.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $296,362 will be increased in the amount of $1,288, bringing the total contract to $297,650 (Fund 305).

Note: No General Fund money will be used for this change order.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

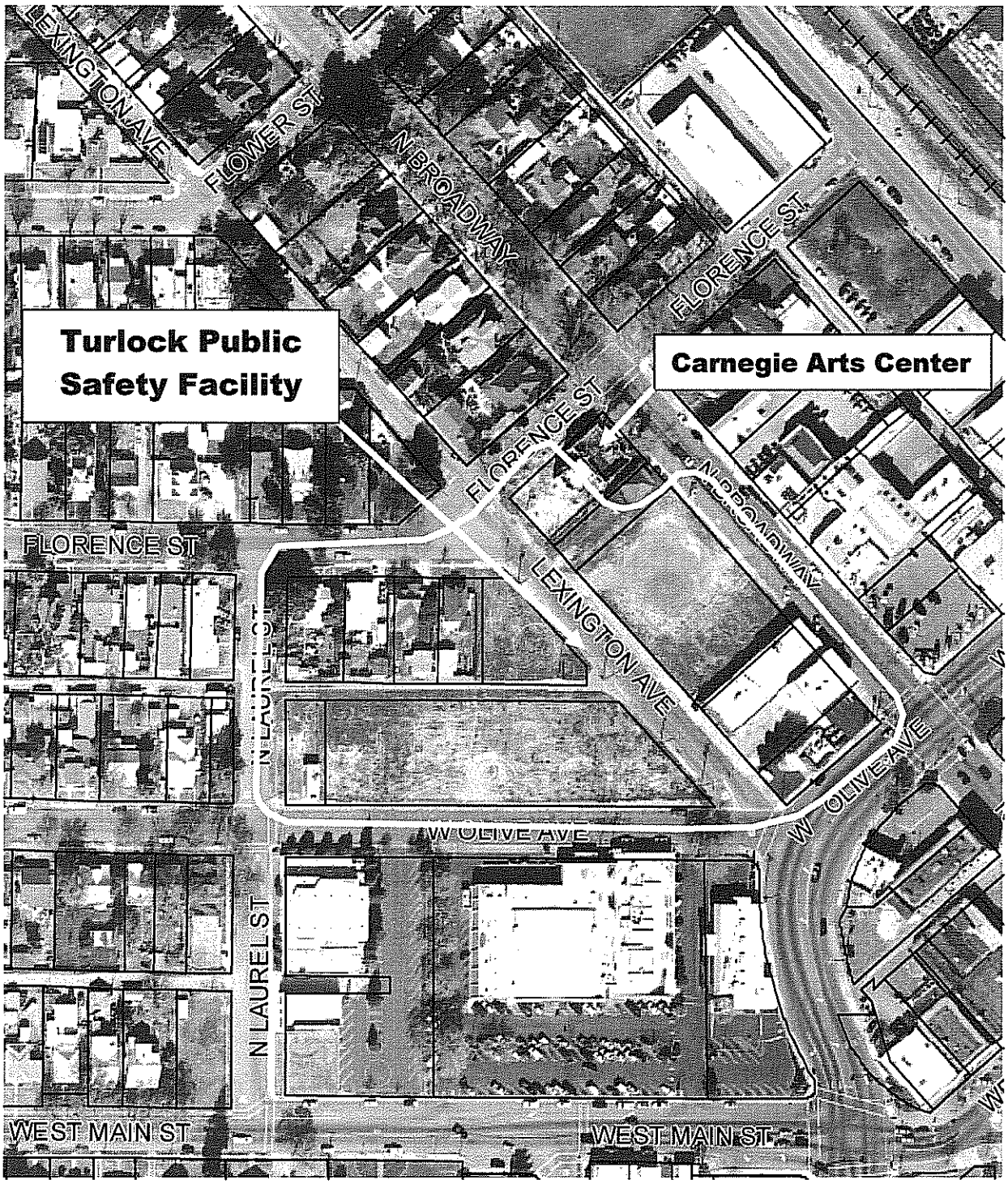
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Not approve Change Order No. 3. This option is not recommended by City staff since the changes are necessary for the Turlock Public Safety Facility to be completed within the approved schedule.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER

Date issued: 12-Nov-13 **Change Order No.:** 3
Project Name: Turlock Public Safety Facility

D.C. Vient, Inc.
P.O. Box D
Modesto, CA 95352

Project No.: 0804B - Category 11
Contract For: $318,500.00
Contract Award Date: February 1, 2011

You are directed to make the following changes in this contract as requested by The City of Turlock:

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Paint soffit over stairs. Soffit over stairs was installed late, work was out of sequence.	LS	1	$342.00	$342.00
2	Paint duct shaft in Room 213. Work was out of sequence due to waiting on RFI response.	LS	1	$340.00	$340.00
3	Patch and paint ceiling in Room 158 where access was cut in. Minor patching required.	LS	1	$344.00	$344.00
4	Patch and paint ceiling in Room 263 where access was cut in. Minor patching required.	LS	1	$262.000	$262.00
			Total this CCO=		**$1,288.00**

The original contract sum =	**$318,500.00**
Net change by previous change orders =	**($22,138.00)**
The contract sum will be (increased) by this Change Order =	**$1,288.00**
The new contract sum including this change order will be =	**$297,650.00**
The contract time will be increased by (0) working days.	

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
City Manager

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Council Synopsis

November 12, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 6 in the amount of $4,953 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 12 – Mechanical and HVAC, bringing the contract total to $2,574,707

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $2,610,000 to Bobo Construction, Inc., of Elk Grove, California for "Turlock Public Safety Facility," Category 12 – Mechanical and HVAC. During the course of construction it was determined by the Architect that some modifications to the ventilation ducting were required in the elevator equipment closets. City staff and Bobo Construction, Inc., recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	$2,610,000	2/1/11
Change Order No. 1	($132,032)	1/10/12
Change Order No. 2	$28,318	6/26/12
Change Order No. 3	$18,906	9/25/12
Change Order No. 4	$12,484	11/13/12
Change Order No. 5	$32,078	6/25/13
Change Order No. 6	$4,953	11/12/13
Adjusted Contract Total	$2,574,707	

Description of change order:

Change order No. 6 includes the following:

1) Per instruction Bulletin 016: Install in the elevator equipment closets (1) exhaust duct in each closet to provide positive air flow to vent the closets in the amount of $4,953.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $2,569,754 will be increased in the amount of $4,953, bringing the total contract to $2,574,707 (Fund 305).

Note: No General Fund money will be used for this change order.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

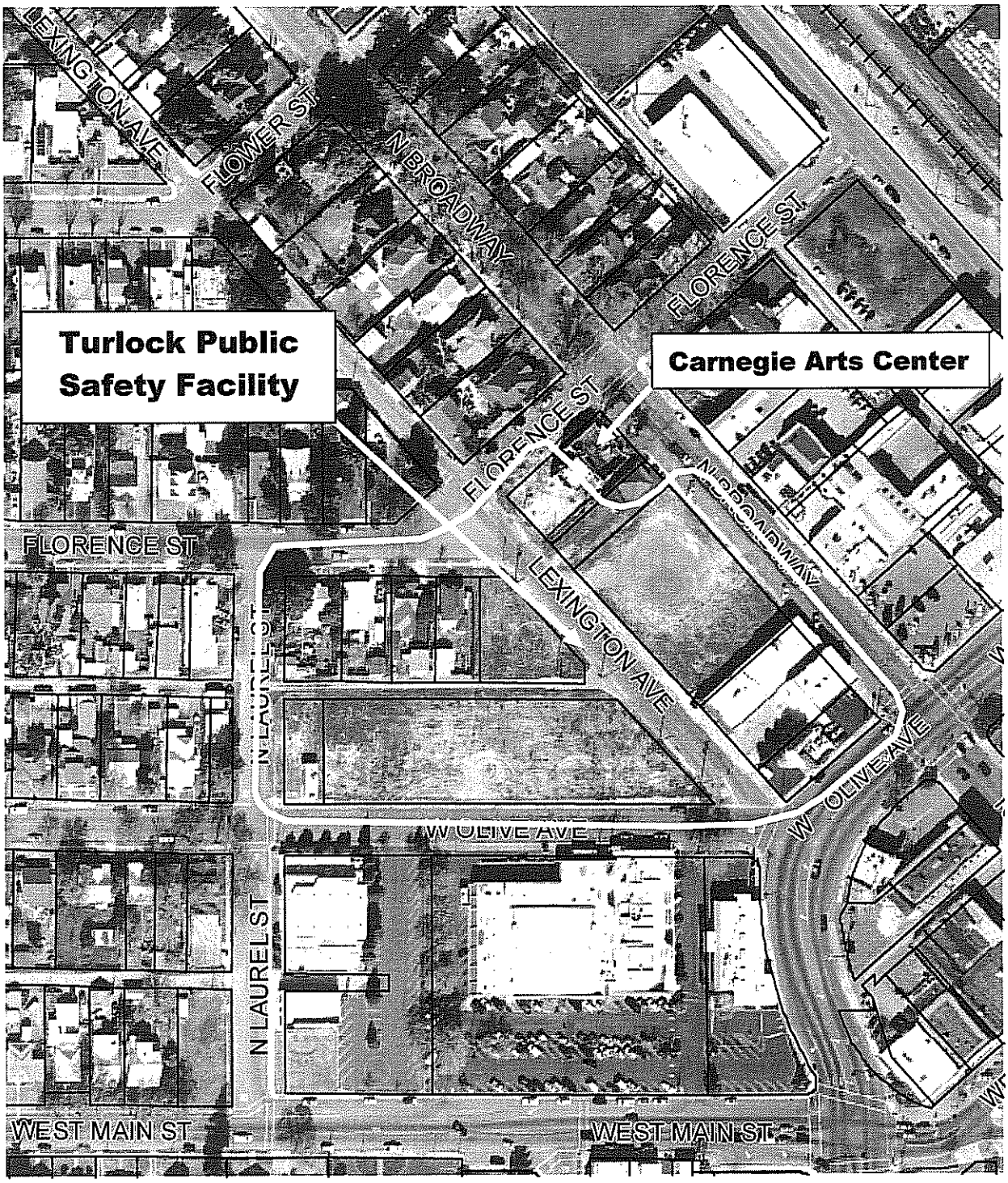
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Not approve Change Order No. 6. This option is not recommended by City staff since the changes are necessary for the Turlock Public Safety Facility to be completed within the approved schedule.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER

Date issued: 12-Nov-13 **Change Order No.:** 6
Project Name: Turlock Public Safety Facility

Bobo Construction, Inc.
9728 Kent St.
Elk Grove, CA 95624

Project No.: 0804B - Category 12
Contract For: $2,610,000.00
Contract Award Date: February 1, 2011

You are directed to make the following changes in this contract as requested by The City of Turlock:

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Per instruction Bulletin 016: Install in the elevator	LS	1	$4,953.00	$4,953.00
	equipment closets (1) exhaust duct in each closet to				
	provide positive air flow to vent the closets.				
			Total this CCO=		$4,953.00
The original contract sum =					**$2,610,000.00**
Net change by previous change orders =					**($40,246.00)**
The contract sum will be (increased) by this Change Order =					**$4,953.00**
The new contract sum including this change order will be =					**$2,574,707.00**
The contract time will be increased by (0) working days.					

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
City Manager

55

Council Synopsis

November 12, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 6 in the amount of $15,013 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to $4,249,339

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $4,255,614 to Darrale Patrias Electric of Turlock, California for "Turlock Public Safety Facility," Category 13 – Building and Site Electrical. During the course of construction, some additional costs were generated as a result of various changes and additions necessary to construct the electrical system for the Public Safety Facility. After review of the proposed changes and the project schedule, City staff and Darrale Patrias Electric recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	$4,255,614	2/1/11
Change Order No. 1	($122,759)	1/10/12
Change Order No. 2	$22,703	2/12/13
Change Order No. 3	$48,387	4/23/13
Change Order No. 4	16,889	6/25/13
Change Order No. 5	13,492	7/23/13
Change Order No. 6	15,013	11/12/13
Adjusted Contract Total	$4,249,339	

Description of change order:

Change order No. 6 includes the following:

1) Per a request from the City's IT Department: Change power and receptacles in the server room per IB 017 in the amount of $3,899.

2) Per a request from the City's IT Department: Add dedicated ground for the radio equipment in the radio tower base in the amount of $2,558.

3) Install 120V locking receptacles under the floor in the Server Room per instruction Bulletin 017R in the amount of $1,962.

4) Per the response to RFI 456, connect the air pump for the Pre-Action fire sprinkler system to a dedicated circuit in the amount of $1,216.

5) Per the response to FRI 455, change the wire and breakers feeding ovens in Rooms 267 and 274 to meet the power requirements for the appliances in the amount of $2,477.

6) Per a request from the Turlock Police Department, install receptacles at the electrical panel in the west parking lot as directed for various vehicles in the amount of $1,065.

7) Per RFI 457, change wire and circuit breakers for the gate motors in the amount of $1,836. Power was shown as 120V, but the gate manufacturer requested 208V power due to the weight of the gates.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $4,234,326 will be increased in the amount of $15,013, bringing the total contract to $4,249,339 (Fund 305).

Note: No General Fund money will be used for this change order.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

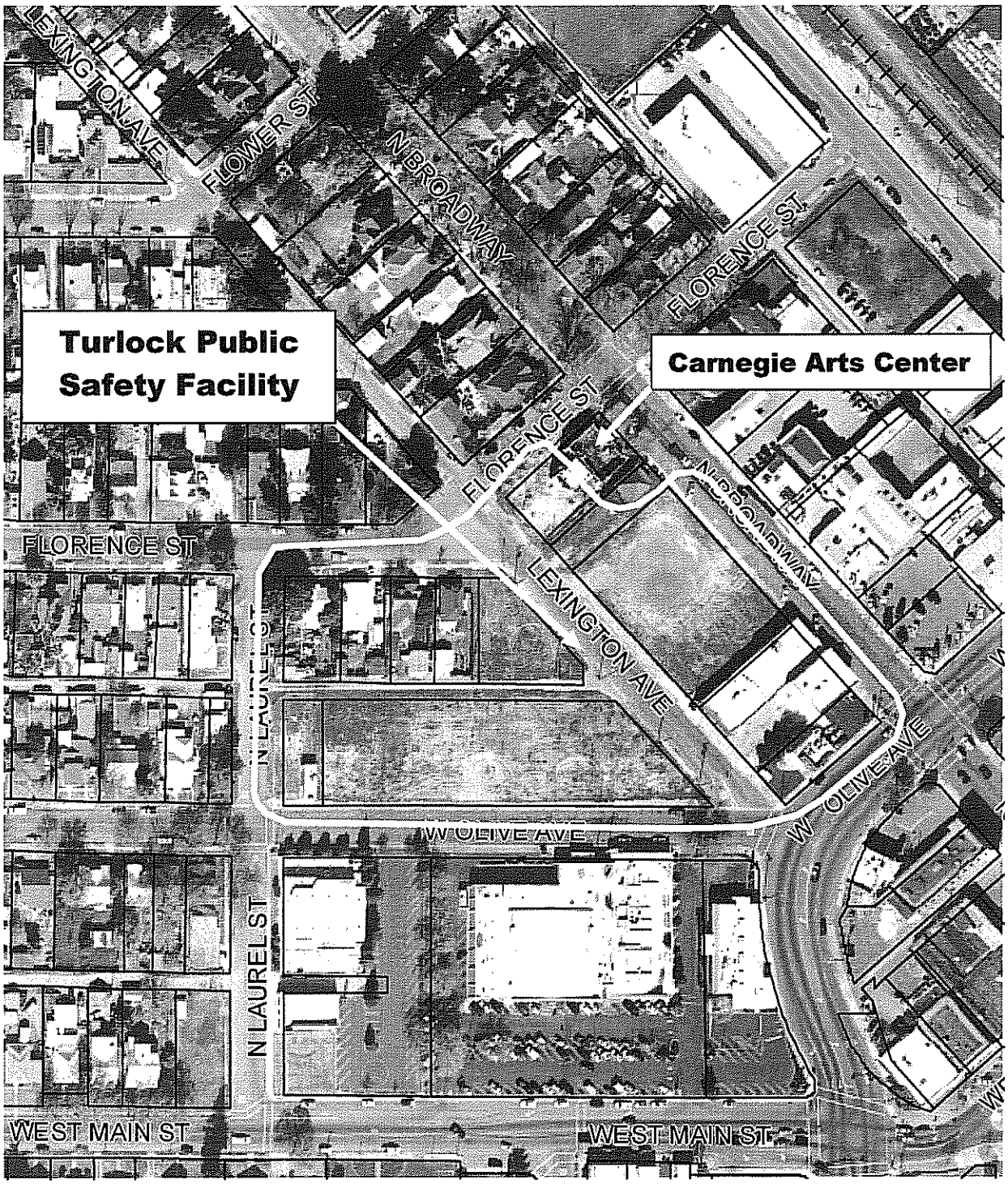
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Not approve Change Order No. 6. This option is not recommended by City staff since the changes are necessary to construct the electrical and communication systems for the Turlock Public Safety Facility.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER

Date issued: 12-Nov-13 **Change Order No.:** 6
Project Name: Turlock Public Safety Facility

Darrale Patrias Electrical Contractor, Inc.
2480 N. Walnut Rd.
Turlock, CA 95382

Project No.: 0804B - Category 13
Contract For: $4,255,614.00
Contract Award Date: February 1, 2011

You are directed to make the following changes in this contract as requested by The City of Turlock:

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Per a request from the City's IT Department: Change power and receptabcles in the server room per IB 017.	LS	1	$3,899.39	$3,899.39
2	Per a request from the City's IT Deparment: Add dedicated ground for the radio equipment in the radio tower base.	LS	1	$2,558.20	$2,558.20
3	Install 120V locking receptacles under the floor in the Server Room per instruction Bulletin 017R.	LS	1	$1,961.420	$1,961.42
4	Per the response to RFI 456, connect the air pump for the Pre-Action fire sprinkler system to a dedicated circuit.	LS	1	$1,215.48	$1,215.48
5	Per the response to FRI 455, change the wire and breakers feeding ovens in Rooms 267 and 274 to meet the power	LS	1	$2,477.28	$2,477.28
6	Per a request from the Turlock Police Department, install receptacles at the electrical panel in the west parking lot as directed for various vehicles.	LS	1	$1,065.06	$1,065.06
7	Per RFI 457, change wire and circuit breakers for the gate motors. Power was shown as 120V, but the gate manufacturer requested 208V power due to the weight of the gates.	LS	1	$1,835.99	$1,835.99
			Total this CCO=		**$15,012.82**
The original contract sum =					**$4,255,614.00**
Net change by previous change orders =					**($21,288.12)**
The contract sum will be (increased) by this Change Order =					**$15,012.82**
The new contract sum including this change order will be =					**$4,249,338.70**
The contract time will be increased by (0) working days.					

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
City Manager

5K

Council Synopsis

November 12, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 4 in the amount of $6,132 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 14 – Building and Site Plumbing, bringing the contract total to $894,823

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $884,000 to Mark III Construction, of Sacramento, California for "Turlock Public Safety Facility," Category 14 – Building and Site Plumbing. During the course of construction some additional costs were generated as a result of minor changes in the field. After review of the proposed changes and the project schedule, City staff and Mark III Construction recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	$884,000	2/1/11
Change Order No. 1	($3,000)	1/10/12
Change Order No. 2	$2,332	6/26/12
Change Order No. 3	$5,359	7/23/13
Change Order No. 4	$6,132	11/12/13
Adjusted Contract Total	$894,823	

Description of change order:

Change order No. 3 includes 2 items:

1) Add battery pack for remote flush toilets and faucets in Rooms 106,107,194, 195, 221 and 222 in the amount of $5,695. No power was shown for the automatic valves. Battery packs were installed as a less expensive option to providing 120V power. Also 10 sinks were incorrectly specified and would not meet ADA code. These were replaced with the correct model sink. Cost includes credit for the original sinks.

2) Remove and replace floor drains damaged by saw cutting the slab in the amount of $2,704. Slab was installed and saw cut by Category 3.

3) Back charge for repairing the tile walls after some plumbing valves were moved to correct alignment in the decreasing amount of ($3,429).

4) Per RFI 459 install a 2" drain and drywell for the tower base condensate drain in the amount of $1,162.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $888,691 will be increased in the amount of $6,132, bringing the total contract to $894,823 (Fund 305).

Note: No General Fund money will be used for this change order.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

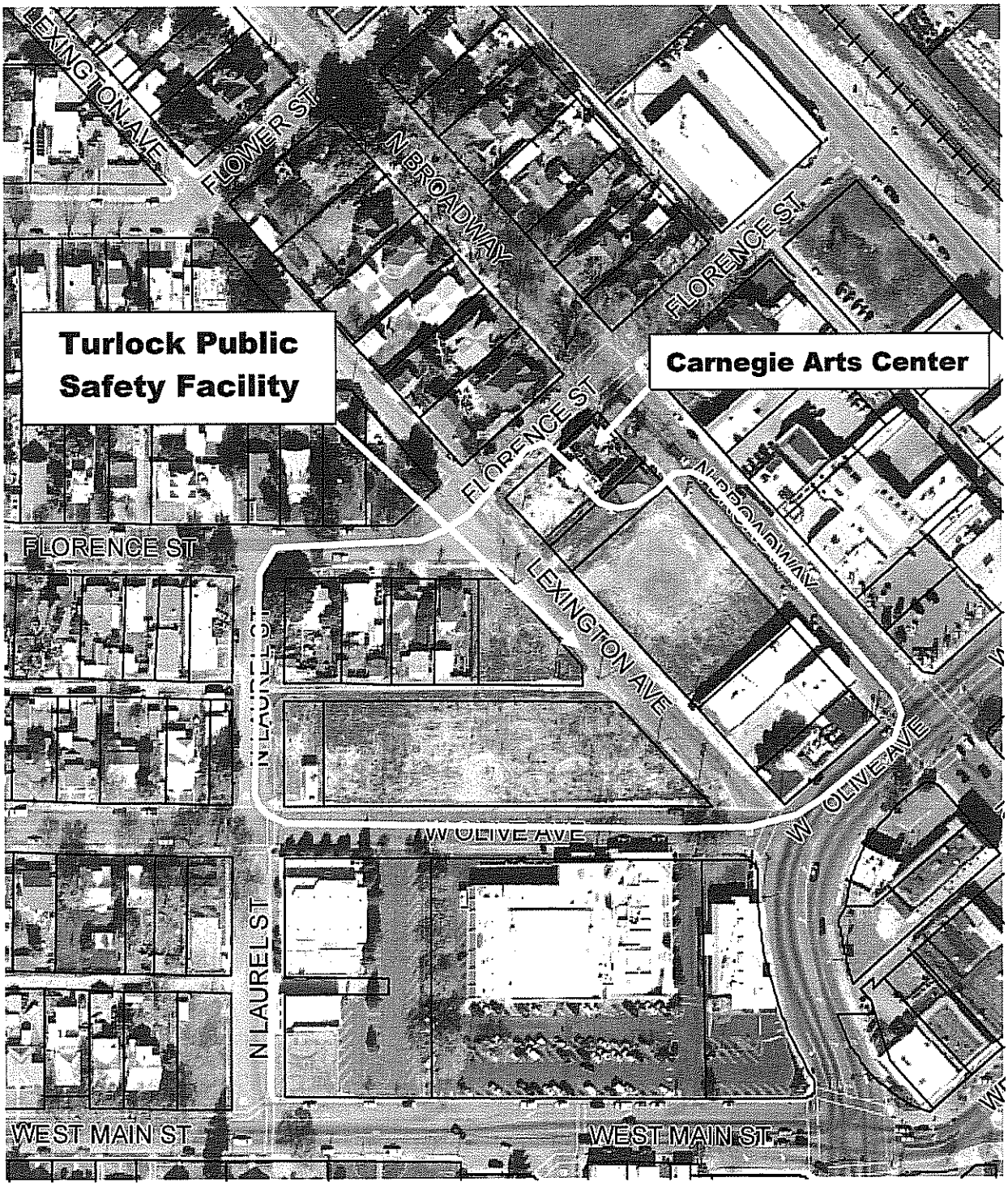
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Not approve Change Order No. 4. This option is not recommended by City staff since the changes are necessary for the Turlock Public Safety Facility to be completed within the approved schedule.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER

Date issued: 12-Nov-13 **Change Order No.:** 4
Project Name: Turlock Public Safety Facility

Mark III Construction
5101 Florin Perkins Rd.
Sacramento, CA 95826

Project No.: 0804B - Category 1
Contract For: $884,000.00
Contract Award Date: February 1, 2011

You are directed to make the following changes in this contract as requested by The City of Turlock:

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Add battery pack for toilets and faucets in Rooms 106, 107,194, 195, 221 and 222. No power was shown for the automatic valves. Battery packs were installed as a less expensive option to providing 120V power. Also 10 sinks were incorrectly specified and would not meet ADA code. These were replaced with the correct model sink. Cost includes credit for the original sinks.	LS	1	$5,694.67	$5,694.67
	Remove and replace floor drains damaged by saw cutting the slab. Slab was installed and saw cut by Category 3.	LS	1	$2,704.49	$2,704.49
	Back charge for repairing the tile walls after some plumbing valves were moved to correct alignment.	LS	1	($3,429.00)	($3,429.00)
	Per RFI 459 install a 2" drain and drywell for the tower base condensate drain.	LS	1	$1,161.86	$1,161.86
			Total this CCO=		$6,132.02
The original contract sum =					**$884,000.00**
Net change by previous change orders =					**$4,690.71**
The contract sum will be (increased) by this Change Order =					**$6,132.02**
The new contract sum including this change order will be =					**$894,822.73**
The contract time will be increased by (0) working days.					

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
City Manager

5L

Council Synopsis

November 12, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 3 in the amount of $5,132 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 16 – Fire Protection, bringing the contract total to $248,854

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $243,490 to Cen-Cal Fire Systems, Inc., of Lodi, California for "Turlock Public Safety Facility - Off-site Improvements," Category 16 – Fire Protection. During the construction of the fire protection system, changes were made to the mechanical ducting that resulted in additional work for this contractor. City staff and Cen-Cal Fire Systems, Inc., propose the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	$243,490	2/1/11
Change Order No. 1	($6,100)	4/24/12
Change Order No. 2	$6,332	11/13/12
Change Order No. 3	$5,132	11/12/13
Adjusted Contract Total	$248,854	

Description of change orders:

Change order No. 3 includes the following:

1) Back charge to Bobo Construction for moving sprinkler lines due to changes in the mechanical ducting that were not communicated to the fire sprinkler contractor prior to field installation of sprinkler lines. Sprinkler medications took place in the field in the amount of $5,132.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $248,854 will be increased in the amount of $5,132, bringing the total contract to $243,722 (Fund 304).

Note: No General Fund money will be used for this change order.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

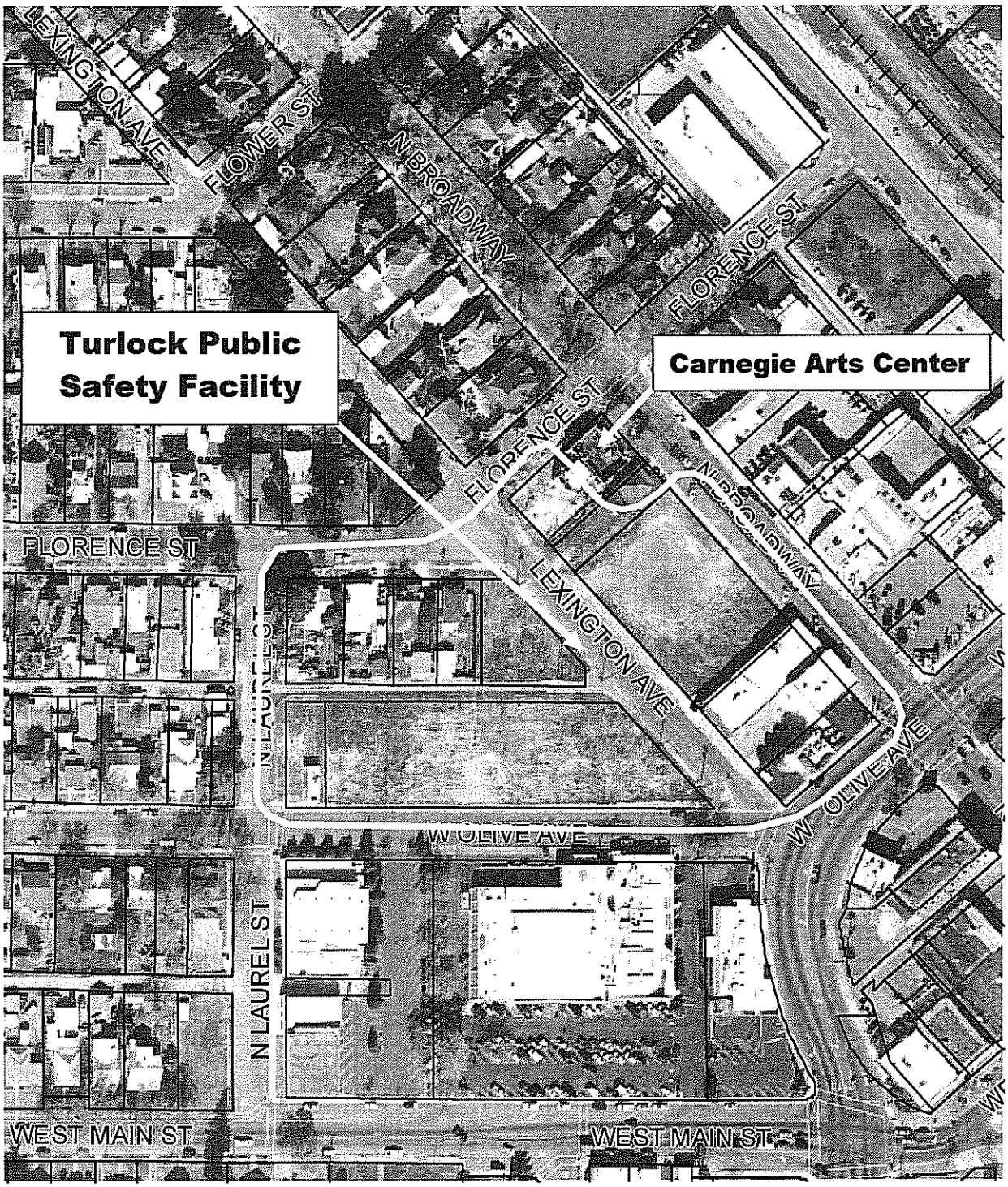
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Not approve Change Order No. 3. This option is not recommended by City staff since the changes are necessary for the Turlock Public Safety Facility to be completed within the approved schedule.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER

Date issued: 12-Nov-13 **Change Order No.:** 3
Project Name: Turlock Public Safety Facility - Off-site Imp.

Cen-Cal Fire Systems, Inc.
PO Box 1284
Lodi, CA 95241

Project No.: 0804B - Category 16
Contract For: $243,490.00
Contract Award Date: February 1, 2011

You are directed to make the following changes in this contract as requested by The City of Turlock:

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Back charge to Bobo Construction for moving sprinkler	LS	1	$5,132.00	$5,132.00
	lines due to changes in the mechanical ducting that				
	were not communicated to the fire sprinkler contractor				
	prior to field installation of sprinkler lines. Sprinkler				
	modications took place in the field.				
			Total this CCO=		$5,132.00

The original contract sum =	**$243,490.00**
Net change by previous change orders =	**$232.00**
The contract sum will be (increased) by this Change Order =	**$5,132.00**
The new contract sum including this change order will be =	**$248,854.00**
The contract time will be increased by (0) working days.	

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
City Manager

5M

Council Synopsis

November 12, 2013

From: Michael G. Pitcock, PE
Director of Development Services / City Engineer

Prepared by: Nathan Bray, PE
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving twenty-two (22) Lien Agreements between the City of Turlock and the owners listed below in conjunction with City Project No. 10-53, "Water and Sewerline Replacement in the Alleys"

2. DISCUSSION OF ISSUE:

On December 11, 2012 City Council awarded a contract to Mid Cal Pipeline & Utilities for the work associated with City Project No. 10-53, "Water and Sewerline Replacement in the Alleys." The major portion of the work consisted of replacing the existing water and sewer lines in the alleys encompassed by E. Main St., Berkeley Ave., Yosemite Ave. and Canal Dr. The project was to restore the surface of the alleys to the original condition prior to starting the project. There were two alley segments that were not paved prior to starting the project. These unpaved segments are depicted in Attachment A.

The homeowners adjacent to the unpaved alley segments have agreed to pay for the additional cost of hot mix asphalt. The City's contractor for project 10-53 can pave the unpaved alley segments with the next round of paving as they are still working in the area.

The amounts for each homeowner were calculated from the unit price of hot mix asphalt in the contractors bid for the frontage length of their parcel. For example, if one homeowner has twice the frontage of their neighbor, the first owners cost would be double. Through meetings with Staff and the homeowners, an agreement was reached that the homeowners would pay for the cost of the asphalt.

The list of homeowners, their address and the amount of the lien agreement are as follows:

Owner	Address	APN	Total Amount
Tony & Tracy V Sparks	1223 East Canal Drive	042-031-002	$ 1,193.65
Erich D. Gemperle	908 East Main Street	042-031-003	$ 1,476.56
Robert H TRS & Barbara Tate-Strickler	912 East Main Street	042-031-004	$ 1,476.56
Lawrence Fox, III & Brooke M. Fox	916 East Main Street	042-031-005	$ 1,476.56
Martha D. Smith	918 East Main Street	042-031-006	$ 1,845.70
Lila R. Johnson	936 East Main Street	042-031-007	$ 1,225.55
Tanya M. Anderson & Christopher J. Munger	940 East Main Street	042-031-008	$ 1,240.31
Kimberly D. Gaddy	942 East Main Street	042-031-009	$ 1,225.55
Robert W & Patrice E Morrissey	944 East Main Street	042-031-010	$ 1,845.70
Leo E. Sr & Bernice R. Warda	946 East Main Street	042-031-011	$ 1,476.56
William C. & Judith A. Waterson	950 East Main Street	042-031-012	$ 1,476.56
Robert B. & Bradley R. Reinhold	954 East Main Street	042-031-013	$ 1,476.56
Ashoorbell & Sherli Moradkhan	956 East Main Street	042-031-014	$ 2,214.84
Bradley & Cheryl Clemans	953 Sierra Street	042-031-015	$ 3,396.09
Robert H. Yockey & Jamie M. Mc Creary	945 Sierra Street	042-031-016	$ 2,495.39
Henry C. & Theadora S. Harris	937 Sierra Street	042-031-017	$ 2,214.84
Henry C. & Theadora S. Harris	915 Sierra Street	042-031-018	$ 2,214.84
Melvin A. & Nancy L. Gardner	909 Sierra Street	042-031-019	$ 2,214.84
Linda Lee Cole	901 Sierra Street	042-031-020	$ 1,771.88
Douglas E. Schultz	1267 East Canal Drive	042-031-021	$ 4,680.70
Nolan & Diane Miles	121 Shasta Ave	042-029-011	$ 3,238.69
Donald L. & Elizabeth A. Smith	1201 Sierra Street	042-029-014	$ 5,178.01

The lien agreement is for a period of 5 years at 0% interest with the first payment being due by November 12, 2014. There is not an early payment penalty and the homeowners may pay off the entire amount at any time.

3. BASIS FOR RECOMMENDATION:

A) All agreements must be approved by the City Council.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

The homeowners will reimburse the City for the costs of the asphalt. City Project 10-53 is funded through Funds 410 and 420 and the costs associated with these agreements will be funded through the project. There will be some additional costs to the project that involve re-grading the alleys and placing the aggregate base. A contract change order for project 10-53 will be brought to a future City Council meeting to address the costs for the contractor.

Note: No General Fund money will be used for this project

5. CITY MANAGER'S COMMENTS:

Recommend approval

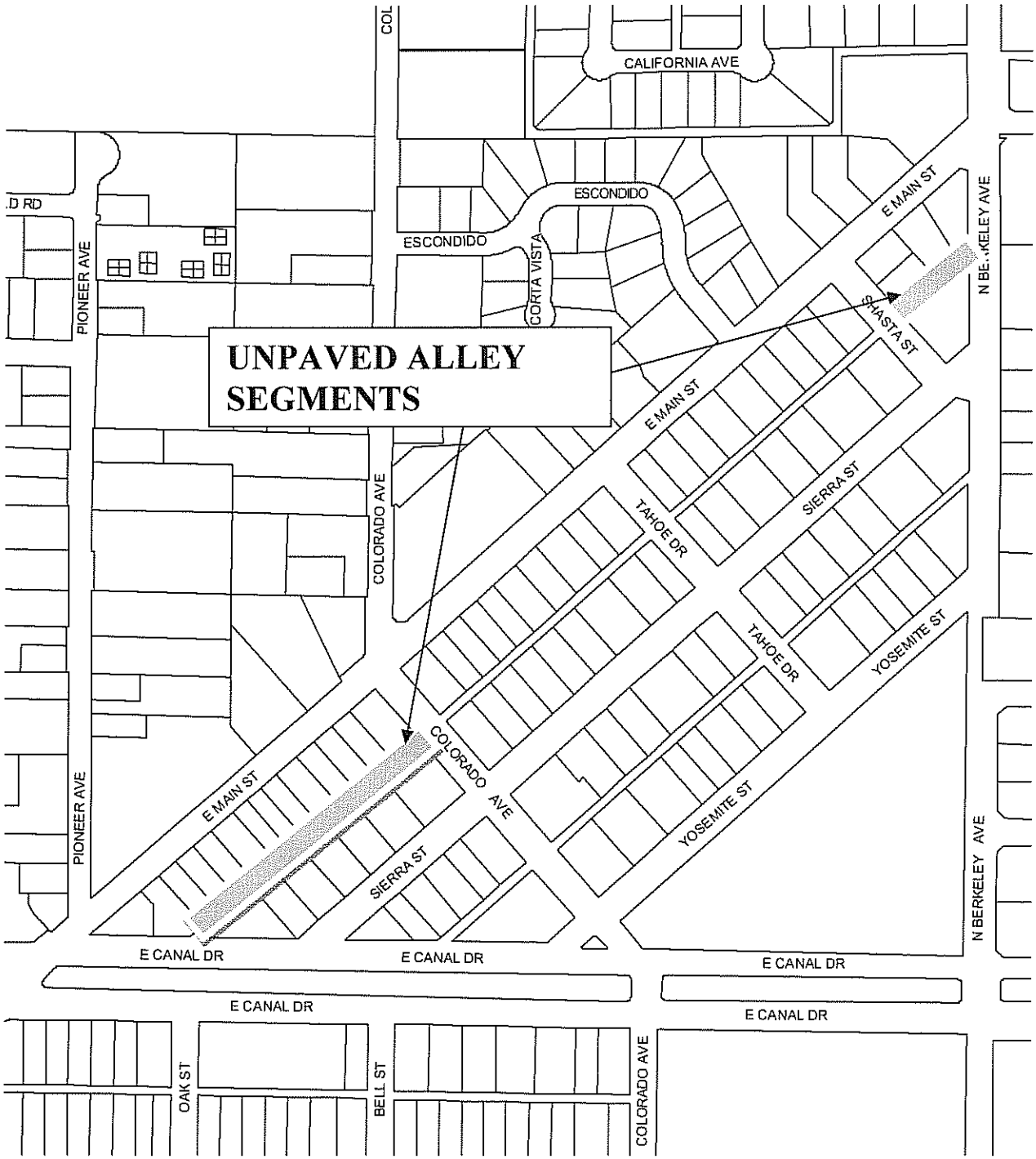
6. ENVIRONMENTAL DETERMINATION:

The additional work falls within the existing scope of the project and does not modify the environmental determination that the City Council made on 12/11/12.

7. ALTERNATIVES:

A) Not approve the lien agreements with the homeowners. Staff does not recommend this alternative as the affected homeowners are willing to pay for the asphalt to be placed in the alleys behind their houses and the hard surface will reduce City maintenance costs in the future.

Attachment A
Unpaved Alley Segments



RECORDING INFORMATION
Recording requested by and
When recorded, please return to:

CITY OF TURLOCK
DEVELOPMENT SERVICES
ENGINEERING DIVISION
156 South Broadway, Suite 150
TURLOCK, CA 95380

LIEN AGREEMENT
BETWEEN
THE CITY OF TURLOCK
AND
Henry C & Thea S Harris

THIS AGREEMENT is made and entered into this 12th day of November, 2013, between the **CITY OF TURLOCK** (hereinafter referred to as "City"), **Henry C & Thea S Harris,** (hereinafter referred to as "Undersigned"), who are the owners of the property described in Exhibit A attached hereto and made a part of this Agreement.

WHEREAS, the Undersigned, are the Owners of the property at 915 Sierra Street, Turlock CA 95380; and

WHEREAS, City, at the request of the owner, has constructed asphalt surfacing in the adjacent alley in conjunction with Project 10-53, "Sewer and Water Line Replacement in Alleys Canal to Berkeley;" and

WHEREAS, the Undersigned has agreed to reimburse City for the costs associated with the asphalt surfacing. The undersigned agrees to pay City Two Thousand Two Hundred Fourteen and 84/100 ($2214.84) for the alley asphalt surfacing improvements over a five year period.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. On or before the dates indicated below, with no early payment penalty, Undersigned will pay to City, the amount set forth below on the respective dates payments are due for the alley asphalt surfacing improvements. The total to be paid to City by Undersigned shall be $2214.84.

Payment No.	Due Date	Amount 1/5 of Opening Balance	Annual Compounded Interest Rate (0.00%)	Total Payment Due
1	10/22/14	$442.97	$0.00	$442.97
2	10/22/15	$442.97	$0.00	$442.97
3	10/22/16	$442.97	$0.00	$442.97
4	10/22/17	$442.97	$0.00	$442.97
5	10/22/18	$442.96	$0.00	$442.96

2. Should Undersigned fail to pay any of the required installments on or before the date due as listed above, or if the property described on Exhibit A is sold or transferred, the entire unpaid

amount as computed above shall become a lien and charge upon the property and collectible in the same manner as unpaid taxes, together with the costs of collection. The Undersigned shall provide notice to the City of any potential sale or transfer of the property 15 days prior to the close of escrow. If the property is going to be sold or transferred, the City, in its sole discretion, can require the entire unpaid amount be paid to the City out of escrow proceeds.

3. Upon satisfaction of the obligation secured by Undersigned, City shall execute a release of lien. Costs of recording said lien release shall be paid by City.

4. The provisions of this Agreement shall bind and inure to the benefit of the successors in interest of the parties hereto in the same manner as if they had therein been expressly named.

5. In consideration of the deferral herein granted by City, Undersigned hereby expressly waives and releases all claims and causes of action it now has or in the future may have against the City of Turlock, a municipal corporation (collectively, the "Released Parties") based on, or related directly or indirectly to this agreement or for the project constructed on the property described on Exhibit A. To the extent of such waiver and release, Undersigned expressly waives its rights, if any, under California Civil Code Section 1542 which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

CITY OF TURLOCK, a municipal corporation

By _____
Roy W. Wasden, City Manager

APPROVED AS TO FORM AND LEGALITY:

By _____
Phaedra A. Norton, City Attorney

APPROVED AS TO SUFFICIENCY:

By _____
Michael G. Pitcock, P.E., Director of Development Services/City Engineer

ATTEST:

By _____
Kellie E. Weaver, City Clerk

Henry C & Thea S Harris

By _____
Henry C. Harris, Trustee

By _____
Theadora S. Harris, Trustee

[the signature above must be notarized below]

Harris 2013 Trust
915 Sierra Street
Turlock, CA 95380

State of CALIFORNIA }
County of STANISLAUS }

On _____, 2010 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument the person(s), the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

EXHIBIT A

The property described in Grant Deed filed as Document No. 2013- 0012942-00, Stanislaus County Records.

APN: 042-031-018

915 Sierra Street

Council Synopsis

5N

November 12, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services /City Engineer

Prepared by: Anthony R. Orosco, P.E., Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 13-25A, "Public Safety Training Facility Structure Relocation," is exempt from the provisions of CEQA in accordance with Section 15301, "Existing Facilities"

Motion: Awarding bid and approving an agreement in the amount of $44,800 (Fund 305) with Clay A. Titus, Inc., of Stockton, California, for City Project No. 13-25A, "Public Safety Training Facility Structure Relocation"

Resolution: Authorizing the transfer of $54,600 from Fund 305 "CFF-Police" Reserve to account number 305-40-441.51270 for City Project No. 13-25, "Public Safety Training Facility"

2. DISCUSSION OF ISSUE:

On June 26, 2007, City Council Adopted the 3-Year Strategic Plan for the Turlock Police Department, approving its inclusion in the overall City Strategic Plan, which identified additional space needs for Evidence/Investigation activities and personnel. February 12, 2008, City Council awarded a contract to WLC Architects of Rancho Cucamonga, California, for the Design and project management of the new temporary modular facility for the Interim Property and Evidence/Investigations, City Project No. 0803 "Interim Police Evidence/Investigation Facility." The temporary facility would be utilized until the completion of the Turlock Public Safety Facility, at which time the interim facility would be moved to the Public Safety training grounds at the City's Corporation yard. On April 28, 2009, City Council accepted improvements for City Project No. 0803, " Interim Police Evidence/Investigation Facility," and authorized the City Engineer to file a Notice of Completion.

Now that the Turlock Public Safety Facility is occupied by the Police Department and Fire Administration, the interim building has been vacated and is now ready for relocation to the City Corporation yard. The Development Services Department proposes to complete this task with a series of projects. In an effort to vacate the property as quickly as possible, the first project will be to relocation the structure to the City Corporation Yard. A second project will connect necessary utility services and complete necessary site improvements.

On October 28, 2013, one (1) bid was received for City Project No. 13-25A, "Public Safety Training Facility Structure Relocation." Clay A. Titus, Inc. of Stockton, California, was the only responsible bidder with a bid in the amount of $44,800.

3. BASIS FOR RECOMMENDATION:

A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.

B) The relocation of the interim building is consistent with the Police Department Strategic Plan and Growth projections.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
$64,600	$44,800	$4,800	$5,000	$10,000

$10,000 was transferred from 305 CFF (Police) reserve to account number 305-40-441.51270 by previous Council action to prepare plans and specifications for the relocation of the interim building. Staff now asks for an additional transfer of $54,600 from Fund 305 CFF (Police) Reserve to account number 305-40-441.51270 for Project No. 13-25 "Public Safety Training Facility."

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

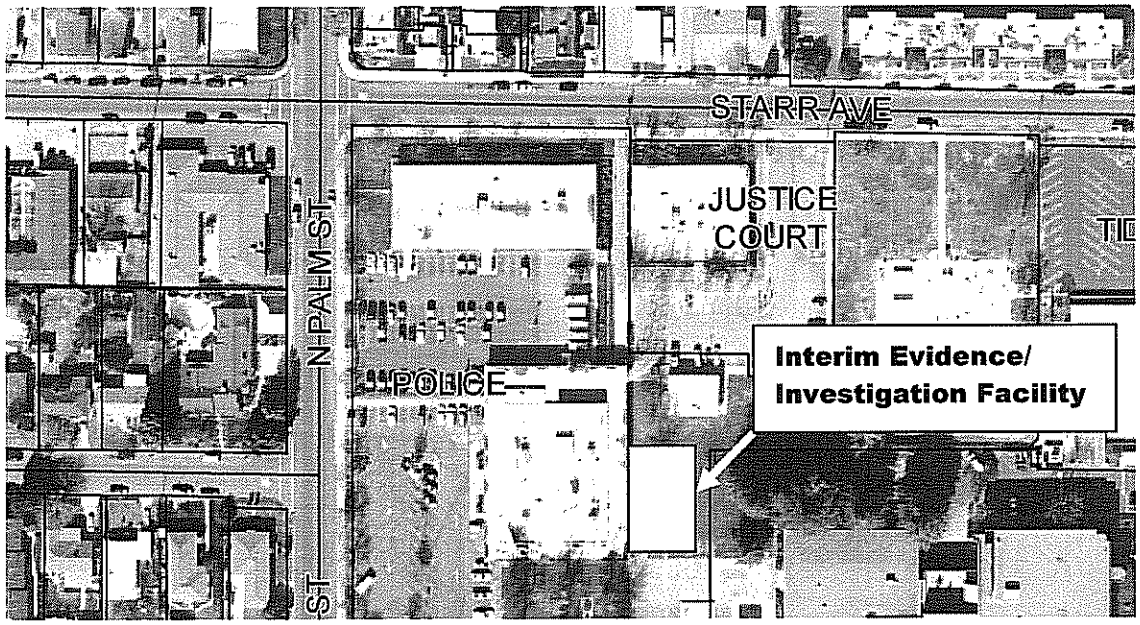
6. ENVIRONMENTAL DETERMINATION:

In accordance with Section 15301 of the California Environmental Quality Act (CEQA), this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

7. ALTERNATIVES:

A) Reject the bid submitted for this project. Staff does not recommend this alternative because funding is available and the relocation of the structure is consistent with the City Strategic Plan.

PUBLIC SAFETY TRAINING FACILITY
(Not to scale)



The Interim Evidence/Investigation Facility will be relocated to the City Corporation Yard at 801 S. Walnut and utilized as the Public Safety Training Facility.

CITY OF TURLOCK
BIDDER'S SUMMARY

PROJECT TITLE: Public Safety Training Facility Structure Relocation
PROJECT NUMBER: 13-25A
BID OPENING: October 28, 2013
10:00:00 AM
ANTICIPATED COUNCIL AWARD DATE: November 12, 2013

1

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST. Unit Price	ENGINEER'S EST. Total	Clay A. Titus, Inc. Unit Price	Clay A. Titus, Inc. Total
1	Mobilization	LS	1	$5,000.00	$5,000.00	$0.00	$0.00
2	Relocate Existing Building	LS	1	$50,000.00	$50,000.00	$44,800.00	$44,800.00
Total =					**$55,000.00**		**$44,800.00**

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 13-25A

Public Safety Training Facility
Structure Relocation

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK, a Municipal Corporation, hereinafter called "City," and

CLAYTON A. TITUS INC
P O BOX 690640
STOCKTON, CA 95269

hereinafter called "Contractor" on this 12th day of November, 2013 (hereinafter called the "Agreement").

RECITALS

A City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.

B A notice was duly published for bids for the contract for the improvement hereinafter described.

C On November 12, 2013, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

D City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. Scope Of Work:
Contractor shall perform the work described briefly as follows:

The work consists, in general, of: the disassembly, transportation and reinstallation of one (1) 96' x 60' modular building from the 900 Palm Avenue location to the City Corporation Yard at 801 S. Walnut Avenue on an owner prepared pad, removal and reinstallation of access ramps, roof mounted heat pump units and visual screens, installation of new skirting and repair of flooring materials at modular seams and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, and which are incorporated herein by reference as if set forth fully herein.

2. The Contract:

The complete contract consists of the following documents: This agreement, the notice to contractors, the contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, addendums, faithful performance bond, labor and materials bond, and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner. The current edition of the "City of Turlock Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

All rights and obligations of City and Contractor are set forth and described in the contract.

All of the above named documents are intended to incorporate the terms of the others so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the "contract". In case of any dispute, the decision of the City Engineer shall be final.

3. Schedule:

All work shall be performed in accordance with the schedule approved by the City Engineer and under his direction.

4. Equipment & Performance Of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and

Special Provisions for **City Project No. 13-25A, "Public Safety Training Facility Structure Relocation."**

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval of the City Engineer of said City, or City Engineer's designated agent.

5. Contract Price:

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Forty Four Thousand Eight Hundred and NO/100ths Dollars ($44,800.00).** Said amount shall be paid in installments as hereinafter provided.

6. Time For Performance:

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Ten (10)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

7. Rights Of City To Increase Working Days:

If such work is not completed within such time, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of the City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge the Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges; provided, however, that no extension of time for completion of such work shall ever be allowed unless requested by Contractor at least twenty (20) calendar days prior to the time herein fixed for the completion thereof, in writing, with the City Engineer. In this connection, it is understood that the City Engineer shall not consider any such requests if not filed within the time herein prescribed.

8. Option Of City To Terminate Agreement In Event Of Failure To Complete Work:

If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if

Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. Liquidated Damages:

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Hundred Fifty** and no/100ths Dollars **($250.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. Performance By Sureties:

In the event of any termination as hereinbefore provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the agreement and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the sureties shall be liable to City for any excess cost or damages occasioned

City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

11. Disputes Pertaining To Payment For Work:

Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive.

12. Permits, Compliance With Law:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law.

13. Superintendence By Contractor:

Contractor shall give personal superintendence to the work on said improvement or have a competent foreman or superintendent satisfactory to the City Engineer on the work at all times during progress, with authority to act for him.

14. Inspection By City:

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

15. Extra And/Or Additional Work And Changes:

Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or plans or other contract documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price as the case may be, by fair and reasonable valuation. Request for such change must be made in writing signed by the City Engineer, shall be accompanied by plans and specifications for such purpose, shall be accepted in writing by Contractor and Contractor's surety.

In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials shall be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

16. Change Of Contract Price:

The contract price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract price will be determined in the City's sole discretion as follows:

(a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities", of the Caltrans Standard Specifications; or

(b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or

(c) If the change order is not determined as described in either 1.24.A.1 or 1.24.A.2, the change order will be determined on the basis of Force Account in accordance with the provisions in Section 9-1.03, "Force Account Payment", of the Caltrans Standard Specifications, plus a contractor's fee for overhead and profit as determined by 1.24.B.

The Contractor will be paid the direct costs for labor, materials and equipment used in performing the force account work in accordance with Sections 9 1.03A "Work Performed by Contractor" of the Caltrans Standard Specifications as modified below.

To the total of the direct costs computed as provided in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental," there will be added a markup of 5 percent to the cost of labor, 5 percent to the cost of materials and 5 percent to the equipment rental.

The above markups shall constitute full compensation for all delay costs, overhead costs and profit which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8 1.01, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section 9 1.03A. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. Change Of Contract Time:

The contract time may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract time will be determined as follows:

(a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or

(b) Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:

a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within 15 days from the beginning of that delay; or

b. where the delay is caused by actions beyond the control of Contractor; or

c. where the delay is caused by actions or failure to act by Engineer.

Contractor shall not be entitled to an adjustment in contract time for delays within the control of Contractor. Delays resulting from and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

18. Inspection And Testing Of Materials:

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this contract in order that City may arrange for mill or factory inspection and testing of same.

Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the job of said improvement. Contractor shall also furnish City, in triplicate, certified copies of all factory and mill test reports upon request.

19. Permits And Care Of The Work:

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors

and limitations affecting the performance of this agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

20. Other Contracts:

City may award other contracts for additional work, and Contractor shall fully cooperate with such other Contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

21. Payments To Contractor:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the city, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. The Contractor shall be administered a progress payment approximately every 30 calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins.

Pursuant to Division 2, Part 5, Section 22300, *et seq.*, of the Public Contracts Code, the Contractor may request the right to substitute securities for any moneys withheld by the City of Turlock to ensure the performance required of the Contractor under the contract, or that the City of Turlock make payment of retentions earned directly into an escrow account established at the expense of the Contractor.

22. Contract Security:

Concurrently with the execution hereof, Contractor shall furnish on the forms provided (1) a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of this contract; and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Sureties on each of said bonds thereof shall be satisfactory to the City.

23. Hold-Harmless Agreement And Contractor's Insurance:

Contractor shall indemnify, defend, and hold harmless City and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for

whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

24. Contractor's Insurance:

Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 and CG 20 37 or their equivalent), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

(5) Surety bonds as described below.

(6) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).

(b) Minimum Limits of Insurance: Contractor shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a

general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: $1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: As statutorily required by the State of California.

(4) Employer's Liability: $1,000,000 per accident for bodily injury or disease.

(5) Builder's Risk: Completed value of the project with no coinsurance penalty provisions.

(6) Errors and Omissions/Professional Liability: $1,000,000 per claim as needed for design/build.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations, or their equivalent), or as a separate owner's policy that is at least as broad as the ISO Form CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor.

(2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under any of the required insurance coverages, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such action.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.

(f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.

(g) Verification of Coverage: Consultant shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(h) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(i) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(j) Surety Bonds: Contractor shall provide a Performance Bond, and a Payment Bond.

25. Proof Of Carriage Of Insurance:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the effective period of this contract.

26. Wages & Hours Of Employment:

In the performance of this contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by the Director of the Department of Industrial Relations for the community.

The Contractor shall forfeit as penalty to the City, Twenty-five and no/100ths Dollars ($25.00) to be paid to the City of Turlock for each workman employed in the execution of this agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

27. Emergency - Additional Time For Performance - Procurement Of Materials:

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is through no fault of the Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

(a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this agreement, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify City Engineer in writing thereof, and give specific reasons therefore; City Engineer shall thereupon

have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with other provisions of this agreement.

Substituted materials, or changes in the work, or both, shall be ordered in writing by City Engineer, and the concurrence of the Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

(b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or

(c) City Council, by resolution, may suspend this agreement until the cause of inability to perform is removed but for a period of not to exceed sixty (60) days.

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

(d) City may terminate this agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this agreement shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

28. Provisions Cumulative:

The provisions of this agreement are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

29. Taxes:

Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to the City. Such cooperation shall include but not be limited to:

(a) Use Tax Direct Payment Permits. Contractor shall apply for, obtain and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

(b) Purchases of $500,000 or More. Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchase of $500,000 or more to allocate the use tax to the City.

Additional information regarding use tax and the Permit can be found in the State of California Board of Equalization, Sales and Use Tax Regulations, Regulation 1699.6, Use Tax Direct Payment Permits, or on the web site for the Board of Equalization at http://www.boe.ca.gov/sutax/sutprograms.htm

30. Notices:

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City of Turlock
City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5454

Notices required to be given to Contractor shall be addressed as follows:

_____
_____
_____

Notices required to be given sureties of Contractor shall be addressed as follows:

_____
_____
_____
_____

31. Interpretation:

As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

32. Antitrust Claims:

The Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

33. USE OF CITY PROJECT NUMBER:

The Contractor or subcontractor agrees to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude the Contractor or subcontractor from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 20 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

_____

_____
Print Name

Address: _____
_____
_____
Phone: _____
Date: _____

Federal Tax ID or
Social Security Number: _____

CITY OF TURLOCK, a municipal corporation

_____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

_____
Michael G. Pitcock, P.E., Director of
Development Services / City Engineer

APPROVED AS TO FORM:

_____
Phaedra A. Norton, City Attorney

ATTEST:

_____
Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole Surety, in the State of California, and held and firmly bound unto the City of Turlock, a municipal corporation of the State of California, in the sum of _____Dollars ($_____) for the payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 13-25A, "Public Safety Training Facility Structure Relocation,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void, otherwise to remain in full force and effect.

No prepayment or delay in payment and no changes, extension, addition or alteration of any provision of said contract or in any plans and specifications referred to herein, and no forbearance on the part of the City shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

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Dated this _____day of _____, 20__.

_____

(Principal)

By: X_____

By: X_____

_____

(Surety)

By: X_____

By: X_____

Address:_____

_____

(Zip)

Phone:_____

(Attach Acknowledgment
Both Principal's and Surety's
Attorney In Fact)

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____ and authorized to execute bonds and undertakings as sole Surety, in the State of California, as Surety, are held and firmly bound unto any and all material, men, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claim has not been paid by the Contractor, company, or corporations in the just and full sum of_____ Dollars ($_____) for payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 13-25A, "Public Safety Training Facility Structure Relocation,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal or said Principal's subcontractors, fail to pay for any materials, provisions provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filled and proceedings had in connection therewith as required by the provisions of Sections 5100, et. seq., inclusive, of the Public Contracts Code of the State of California, and any amendments thereof; provided, also, that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said contract or in said plans and specifications agreed to between the Principal and the City, and no forbearance on the part of the City, shall operate to release the Surety from liability on this bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this _____ day of _____, 20__.

_____

(Principal)

By: X_____

By: X_____

_____

(Surety)

By: X_____

By: X_____

Address:_____

_____

(Zip)

Phone:_____

(Attach Acknowledgment
Both Principal's and
Surety's Attorney In Fact)

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE TRANSFER OF $54,600 FROM FUND 305 "CFF-POLICE" RESERVE TO ACCOUNT NUMBER 305-40-441.51270 FOR CITY PROJECT NO. 13-25, "PUBLIC SAFETY TRAINING FACILITY"	**RESOLUTION NO. 2013-**

WHEREAS, on June 26, 2007, City Council adopted the 3-Year Strategic Plan for the Turlock Police Department, approving its inclusion in the overall City Strategic Plan, which identified additional space needs for Evidence/Investigation activities and personnel; and

WHEREAS, on February 12, 2008, City Council awarded a contract to WLC Architects of Rancho Cucamonga, California, for the design and project management of the new temporary modular facility for the Interim Property and Evidence/Investigations, City Project No. 0803 "Interim Police Evidence/Investigation Facility." The temporary facility would be utilized until the completion of the Turlock Public Safety Facility, at which time the interim facility would be moved to the Public Safety training grounds at the City's Corporation yard; and

WHEREAS, on April 28, 2009, City Council accepted improvements for City Project No. 0803, "Interim Police Evidence/Investigation Facility," and authorized the City Engineer to file a Notice of Completion; and

WHEREAS, now that the Turlock Public Safety Facility is nearing completion, City Staff now need to relocate the interim building to the City corporation yard; and

WHEREAS, the Development Services Department currently needs $54,600 to pay for the relocation of the interim building; and

WHEREAS, there is funding available in Fund 305 (Police) for this project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the transfer of $54,600 from Fund 305 "CFF-Police" Reserve to account number 305-40-441.51270 for City Project No. 13-25, "Public Safety Training Facility."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:

ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

50

Council Synopsis

November 12, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Stephen Fremming, P.E.
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 3 in the amount of $108,672.24 (Fund 415) for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline," bringing the contract total to $13,448,602.08

2. DISCUSSION OF ISSUE:

On February 23, 2012, fifteen (15) bids were received for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline". Sierra Mountain Construction, Inc. (SMCI) of San Francisco, California, was the lowest responsible bidder. The construction contract was awarded on March 27, 2012 in the amount of $13,194,725. The project is anticipated to be completed in January 2014.

Change Order History:

	Amount	City Council Meeting
Original Contract	$13,194,725.00	3/27/2012
Change Order No. 1	$ 115,000.00	11/13/2012
Change Order No. 2	$ 30,204.84	10/22/2013
Change Order No. 3	$ 108,672.24	11/12/2013
Adjusted Contract Total	$13,448,602.08	

Contract Change Order No. 3:

A. $14,050.12. Pump station discharge piping manifold correction

The project plans include drawings of the pump station in an overall plan view showing yard piping, as well as a plan view layout of the structure of the building itself including discharge piping. The yard piping drawings and the building structural drawings disagree on the location of the discharge piping as it exits the pump station building. The discrepancy was not discovered until after the contractor had laid out the piping based on the yard piping drawing. Additional costs associated with this item are for removing steel

reinforcing bar and special controlled low strength material and creating a new trench to accept the correct location of the discharge piping and additional piping to make up the difference in the coordinates between the two plans.

B. $91,526.88. Upgrade Harding Road section from 2 in. asphalt over native to 4 in. aggregate base

Installation of 36 inch diameter effluent piping in Harding Road requires reconstruction of the road. The distance of the new effluent piping is approximately 5.4 miles. Of the 5.4 miles, 3.7 miles of the roadway consisted of approximately one inch deep failed asphalt concrete riddled with potholes and extensive alligator cracking. The remaining 1.7 miles consisted of a crushed rock surface. Prior to construction, the road was approximately 12 feet wide. Both City and County standards require that aggregate road base be placed under new asphalt concrete pavement, but in this case, the road had been badly neglected and the City and County were able to agree that the City should not have to bear the full cost of a full road reconstruction in accordance with County standards. It was agreed that where the road was previously failed asphalt concrete (3.7 miles), the road would be rebuilt to a width of twelve feet, with a two inch depth of asphalt concrete over compacted native material within the trench zone, and a one inch depth of asphalt concrete over native material outside the trench zone. As construction progressed, concerns were raised by the contractor that they would not be able to provide a one year warranty (as required by the specifications) for such a thin asphalt section over native material. City staff and the design and construction management consultant, Carollo Engineers, agreed that the specification placed an undue burden upon the contractor, and that a warranty could not be provided, as the pavement section did not meet minimum standards. Therefore, City staff approached Stanislaus County to discuss alternatives to reconstruct the road. It was agreed that a four inch section of aggregate base could be placed over native material to a width varying from 12 feet to 24 feet, depending on the available width between the Harding Drain right of way and adjacent farmer fields. It was estimated that the increased cost to install aggregate base as previously described was $83,852. County staff agreed to pay up to $83,852 to the City of Turlock for the increased cost to install a 4 inch section of aggregate base and further agreed to provide a chip seal to the road surface in Spring 2014 to provide a weathering and wearing surface. The actual increased cost of the improved pavement section came out to be $91,526.88. Therefore, the actual cost increase to the City is $7,674.88, after considering the County share of $83,852 is considered.

C. $3,095.24. Fan coil unit louver at pump station

The pump station building includes louvers for intake air for the HVAC system. The metal building supplier's shop drawings show a secondary timber framing member that conflicts with the louver for the fan coil unit as shown on the bid drawings. The bid drawings show the louver in differing locations on two different plan sheets. The shop drawing was submitted per the location shown on one of the bid drawings which conflicted with the fan coil unit location. Relocating the louver requires additional framing members and clips.

3. BASIS FOR RECOMMENDATION:

A) City Policy authorizes the City Engineer to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5%, and all other change orders must be approved by the City Council.

B) The items described in this change order are necessary as a result of a change in project conditions and/or project scope.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)
iii. Wastewater
This project removes the City's treated wastewater from Harding Drain and provides the City with its own discharge to the San Joaquin River.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Construction contingencies are funded in the current budget year in line item number 415-51-538.51270, "Construction Project."

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

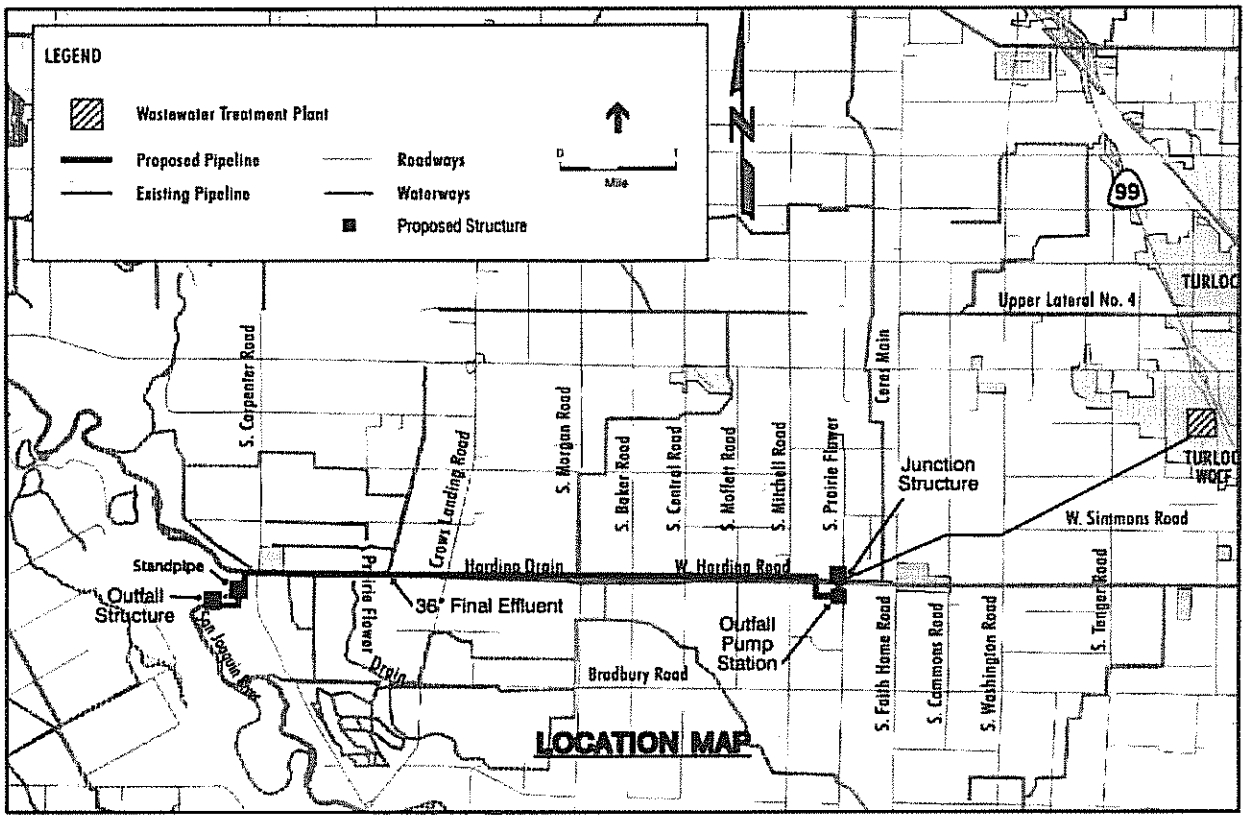
6. ENVIRONMENTAL DETERMINATION:

An Environmental Impact Report (EIR) was prepared and approved for this project. The City is required to hire a qualified wildlife biologist to perform a number of surveys, as per the environmental mitigation requirements identified in the EIR. The items included in this Change Order No. 3 have no bearing on the project EIR and do not require any special mitigation measures not already addressed in the EIR.

7. ALTERNATIVES:

A) Not approve Change Order No. 3. This option is not recommended because the items described in this change order are necessary as a result of a change in project conditions and/or project scope.

City Project No. 6859
Harding Drain Bypass Pump Station and Pipeline



CONTRACT CHANGE ORDER AUTHORIZATION FORM

PROJECT INFORMATION

Sierra Mountain Construction, Inc.
16355 Yosemite Road
Sonora, CA 95370
415-896-2859

Change Order No. 3

Project Name:	Harding Drain Bypass Pump Station and Pipeline
Project No.:	6859
Awarded on:	March 27, 2012
Original Contract Amount:	$13,194,725.00
Increase to contract:	$108,672.24
Increase percentage:	0.8%
Increase of previous CCOs:	$145,204.84
Cumulative percentage:	1.9%
New Contract Total:	$13,448,602.08

Description of change order:

A) Pump station discharge piping manifold correction. $14,050.12
B) Upgrade Harding Road section from 2 in. asphalt over native to 4 in. aggregate base. $91,526.88
C) Fan coil louver at pump station. $3,095.24

[X] ***Change orders <2% of contract: Approval of City Engineer, notify City Manager & City Council***

Approved: _____
Michael G. Pitcock, Director of Development Services — Date
City Engineer

[ ] ***Change order >2% and <5% of contract: Recommended by City Engineer; approved by City Manager; City Council is notified.***

Recommended: _____
Michael G. Pitcock, Director of Development Services — Date
City Engineer

Approved: _____
Roy W. Wasden, City Manager — Date

[ ] ***Change order >5% of contract: Recommended by City Engineer and City Manager; Approved by City council.***

Recommended: _____
Michael G. Pitcock, Director of Development Services — Date
City Engineer

Recommended: _____
Roy W. Wasden, City Manager — Date

Approval by City Council: _____

CONTRACT CHANGE ORDER

Date issued: 12-Nov-13 **Change Order No.:** 3
Project Name: Harding Drain Bypass Pump Station and Pipeline

Sierra Mountain Construction, Inc.
16355 Yosemite Road
Sonora, CA 95370

Project No.: 6859
Original Contract: $13,194,725.00
Contract Award Date: March 27, 2012

You are directed to make the following changes in this contract as requested by The City of Turlock:

ITEM		Unit:	Quantity:	Unit Price:	Total:
A.	Pump station discharge piping manifold correction	LS	1	$14,050.12	$14,050.12
B.	Upgrade Harding Road section from 2 in. asphalt over native to 4 in. aggregate base	LS	1	$91,526.88	$91,526.88
C.	Fan coil unil louver at pump station	LS	1	$3,095.24	$3,095.24
			Total this CCO=		**$108,672.24**
The original contract sum =					**$13,194,725.00**
Net change by previous change orders =					**$145,204.84**
The contract sum will be (increased) by this Change Order =					**$108,672.24**
The new contract sum including this change order will be =					**$13,448,602.08**
Three (3) days of contract time will be added via this change order.					

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
City Manager

5P

Council Synopsis

November 12, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Rich Fultz, P.L.S.
Development Services Supervisor / City Land Surveyor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager to sign all documents related to Lot Line Adjustment 13-06 of Stanislaus County Assessor's Parcel Nos. 042-037-005 & 008, "Old Turlock Police Facility Property and Starr Avenue Courthouse Property"

2. DISCUSSION OF ISSUE:

The Old Turlock Police Facility property is currently owned by the City of Turlock and the Starr Avenue Courthouse property is currently owned by Stanislaus County.

The Lot Line Adjustment is necessary to align the existing improvements and use with the property line between the two parcels.

- The Old Turlock Police Facility property has a communication tower encroaching onto the Starr Avenue Courthouse property.
- The City of Turlock has been utilizing parking stalls within the parking lot of the Starr Avenue Courthouse per an agreement not on record. The access to the parking stalls is over and across the Starr Avenue Courthouse property.

Staff has established a solution to adjust the property line between the two parcels to eliminate the encroachment of the communication tower and the property line adjustment will eliminate the City's access and use of the parking stalls which are no longer needed. City staff has a tentative agreement on the above mentioned terms with representatives from Stanislaus County. See attached Exhibit.

3. BASIS FOR RECOMMENDATION:

A) The City Council must authorize the City Manager to sign all documents related to the modification of property boundaries.

4. FISCAL IMPACT:

The Lot Line Adjustment will result in an equal area of property exchange. Therefore no funds are needed to complete the transfer of property.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

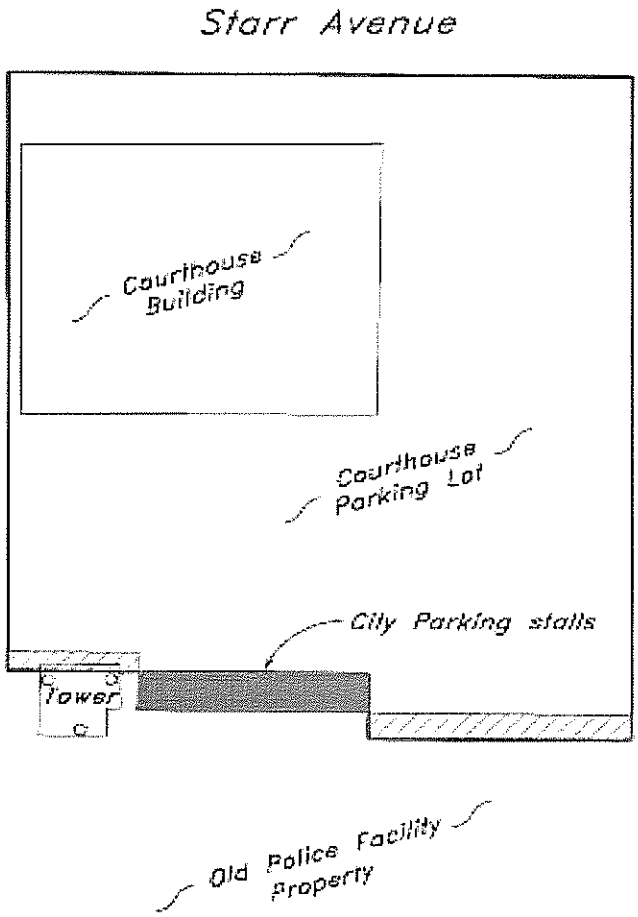
6. ENVIRONMENTAL DETERMINATION

N/A

7. ALTERNATIVES

A) Deny the City Manager authorization to sign the documents related to this activity. Staff does not recommend this as the lot line adjustment is necessary to align the existing improvements and use with the property line between the two parcels.

Exhibit


Starr Avenue
Courthouse Building
Courthouse Parking Lot
City Parking stalls
Tower
Old Police Facility property
County dedicates to City (870 S.F.)
City dedicates to County (870 S.F.)
N
W
E
S

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS RELATED TO LOT LINE ADJUSTMENT 13-06 OF STANISLAUS COUNTY ASSESSOR'S PARCEL NOS. 042-037-005 &008, "OLD TURLOCK POLICE FACILITY PROPERTY AND STARR AVENUE COURTHOUSE PROPERTY"	}	**RESOLUTION NO. 2013-**

WHEREAS, the Old Police Facility property has a communication tower encroaching onto the Starr Avenue Courthouse property; and

WHEREAS, the City of Turlock has been utilizing parking stalls within the parking lot of the Starr Avenue Courthouse per an agreement not on record; and

WHEREAS, the access to the parking stalls utilized by the City is over and across the Starr Avenue Courthouse property; and

WHEREAS, the parking stalls utilized by the City and the access are no longer needed; and

WHEREAS, following the Lot Line Adjustment, the communication tower will not be encroaching onto the Starr Avenue Courthouse property; and

WHEREAS, following the Lot Line Adjustment, the parking stalls utilized by the City and access will be eliminated.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to sign all documents related to Lot Line Adjustment 13-06 of Stanislaus County Assessor's Parcel Nos. 042-037-005 & 008, "Old Turlock Police Facility Property and Starr Avenue Courthouse Property."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus, State of California

5Q

Council Synopsis

November 12, 2013

From: Maryn Pitt, Assistant to the City Manager for Housing and Economic Development

Prepared by: Maria Ramos, Community Housing Program Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the refund and appropriation of $188,669 to account number 258-41-496.47312 "Reimbursement to HCD" to the State of California Department of Housing and Community Development for the unused program income funds as agreed to in the Neighborhood Stabilization Program and Program Income Reuse Plan

2. DISCUSSION OF ISSUE:

As authorized under Title II of the Housing and Economic Recovery Act (HERA) of 2008, the U.S. Department of Housing and Urban Development (HUD) Neighborhood Stabilization Program (NSP) provided emergency assistance to acquire and redevelop foreclosed properties to stabilize neighborhoods that otherwise could become a source of blight and abandonment within their communities. As a CDBG Tier 1 entitlement city, the City of Turlock's NSP allocation was determined by the State of California Department of Housing and Community Development (HCD).

In June of 2009, City Council authorized the submission of the application for NSP funds. In December of the same year, the City of Turlock was awarded $1,520,483. Since the awarding of the funds, the City of Turlock was successful in implementing the program and twenty (20) foreclosed homes were acquired, rehabilitated, and sold to eligible first time home buyers. Each of the families purchasing NSP properties through the City of Turlock also received down payment assistance. Exhibit A provides a summary of the program accomplishments

During the term of the program, the City of Turlock would be permitted to reuse the earned NSP program income (sales proceeds) for eligible activities. Any NSP program income funds that were not shown to be obligated by the July 30, 2013 deadline would need to be returned to HCD. In following the NSP close out and reuse program income requirements, a total of $188,668.36 was required to be returned to HCD.

3. BASIS FOR RECOMMENDATION:

The Neighborhood Stabilization Program grant agreement called for return of any unused program income at the end of the grant term. The City of Turlock continued to reuse program income from the sales proceeds of the homes until the end of the grant term on July 30, 2013. The remainder $188,668.36 of unused program income must be returned to the State of California Housing and Community Development.

4. FISCAL IMPACT / BUDGET AMENDMENT:

As noted above, $188,668.36 in program income was not obligated by July 30, 2013 and therefore needs to be returned to HCD. At the time the Fiscal Year 2013-14 budget was prepared, there was not enough information available for Staff to determine whether any funds would need to be returned to HCD; therefore no appropriation was included in that budget.

At this time, Staff requests the appropriation of $188,668.36 to account number 258-41-496.47312 "Reimbursement to HCD" in order to properly account for this reimbursement.

There is no impact to the General Fund from this appropriation.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

All environmental reviews were completed prior to any activity being undertaken.

7. ALTERNATIVES:

A) If City Council chooses not to approve the authorization to return funds as agreed to in the Neighborhood Stabilization Program and Program Income Reuse Plan, the City of Turlock will not be in compliance with the program requirements to HCD and could jeopardize future funding. This alternative is not recommended as the City of Turlock is in the process of building a model housing program and intends to be in compliance with HCD requirements at all times.

Exhibit A

2010-2013 NSP Program Overview

Property Statistics
Purchased single family homes= Price range- $69,300 – $181,000

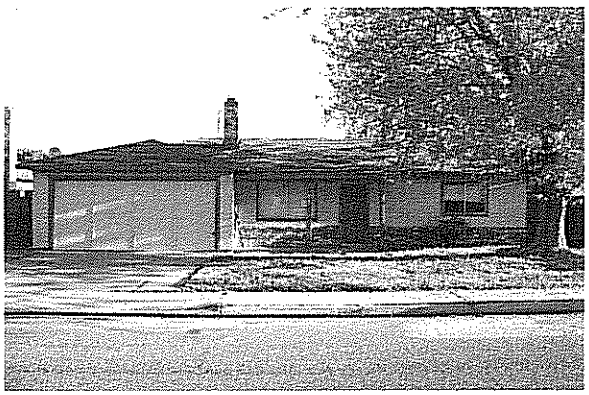
Property locations
Del's Lane (2), Ironwood Drive, Kirksey Drive, Radford Way, Murray Street, Kay Circle, Silva Street, Pinewood Street, Hartley Lane, Janelle Lane, Springville Way, Bel Air Court, Amberwood Lane, Rochelle Avenue, Larkspur Place, Sherri Way, Lazarine Court, Gerald Court and Blevins Street.

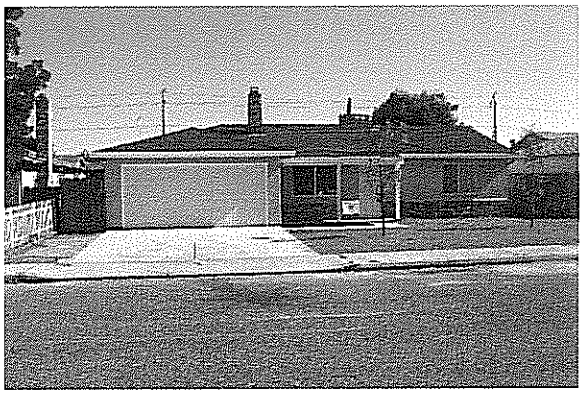
First property purchased in March 2010
Last property purchased in April 2013

Total number of units purchased = 20 (estimated 10 properties at time of NSP application)

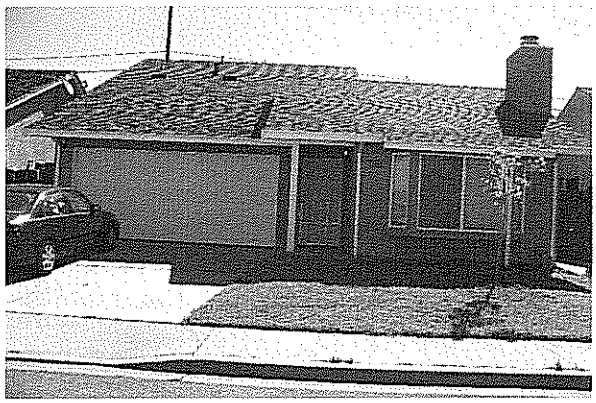
- fully handicapped accessible units=2

Approximate amount paid for acquisitions= $2,511,000
Approximate rehabilitation costs= $989,000
Approximate closing and maintenance costs= $155,000





Before and after photos of Ironwood Drive property



Before and after photos of Springville Drive property

Borrower statistics

Income Levels

- Extremely Low income (at or below 30% of median area income) = 1
- Very Low income (31%-60% of median area income)=8
- Low income (61%- 80% of median area income)=8
- Moderate income (81%-120% of median area income)=3

Community Statistics

- Two families living in fully accessible units
- 20 stable households paying property taxes
- Estimated $150,600 in commissions to Realtors at time of purchase
- $445,000 estimated for materials purchased locally for rehabilitation of homes
- $540,000 estimated income for local contractors and laborers
- Eliminated blight from community neighborhoods
- Established and renewed utility accounts with local agencies
- 20 families shopping locally
- 20 families went from renters to homeowners

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE REFUND AND APPROPROPRIATION OF $188,669 TO ACCOUNT NUMBER 258-41-496.47312 "REIMBURSEMENT TO HCD" TO THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE UNUSED PROGRAM INCOME FUNDS AS AGREED TO IN THE NEIGHBORHOOD STABILIZATION PROGRAM AND PROGRAM INCOME REUSE PLAN	**RESOLUTION NO. 2013-**

WHEREAS, under Title II of the Housing and Economic Recovery Act (HERA) of 2008, the US Department if Housing and Urban Development (HUD) Neighborhood Stabilization Program (NSP) provided emergency assistance to acquire and redevelop foreclosed properties to stabilize neighborhoods; and

WHEREAS, as a CDBG Tier 1 entitlement City, the City of Turlock's allocation was determined by the State of California Department if Housing and Community Development (HCD); and

WHEREAS, in December 2009 the City of Turlock was awarded $1,520,483 in NSP funds; and

WHEREAS, the City of Turlock successfully acquired, rehabilitated and sold a total of twenty (20) homes using NSP funds; and

WHEREAS, during the term of the program, the City of Turlock would be permitted to reuse the earned NSP program income for eligible activities; and

WHEREAS, any unused NSP program income not shown to be obligated by July 30, 2013 would need to be returned to HCD; and

WHEREAS, in following the NSP closeout and reuse program income requirements $188,669 was required to be returned to HCD.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby:

1. Authorize the refund of $188,668.36 to the State of California Department of Housing and Community Development for the unused program income funds as agreed to in the Neighborhood Stabilization Program and Program Income Reuse Plan.

2. Approve the appropriation of $188,669 to account number 258-41-496.47312 "Reimbursement to HCD".

3. Authorize the City Manager, or designee, to execute any and all documents in relation to the Consolidated Plan amendment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

5R

Council Synopsis

November 12, 2013

From: Allison VanGuilder, Parks, Recreation & Public Facilities, Manager

Prepared by: Karen Packwood, Recreation Sr. Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the agreement between the City of Turlock and the 38th District Agricultural Association for the purpose of parking and turn around for the participants in the Annual Christmas Parade on Friday, December 6, 2013

2. DISCUSSION OF ISSUE:

As part of the Annual Christmas Parade, the Parks, Recreation & Public Facilities Division utilizes the north parking lot of the fairgrounds for parking and turn around for the participants in the parade. All fees have been waived by the 38th District Agricultural Association. Staff is in the process of requesting a Liability Certificate of Coverage from the Central San Joaquin Valley Risk Management Authority.

3. BASIS FOR RECOMMENDATION:

A. All agreements must be authorized by the City Council

Strategic Plan Initiative: H. COMMUNITY PROGRAMS, FACILITIES, AND INFRASTRUCTURE

Goal(s): b-iv Develop ongoing community partnerships, collaborations and sponsorships which will result in enhanced programming and services to the community as well as leveraging City resources

b-v Provide excellent recreation, social and educational programs which promote youth enrichment, support family relationships and provide a safe deterrent to negative behaviors

4. FISCAL IMPACT / BUDGET AMENDMENT:

NONE

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) The City of Turlock has the option to not authorize this agreement. This is not recommended, because an alternative ending point of the parade would have to be established to accommodate 75+ floats and entries.

FAIR
STANISLAUS COUNTY

FORM F-31
ORIGINAL-TO RENTER
1 DUPLICATE-TO FAIR
1 DUPLICATE-TO F&E
(QUADRUPLICATE-GENERAL
SERVICES APPROVAL ONLY)
REVISED 11/87)

RENTAL AGREEMENT

WITNESSETH

AGREEMENT NO. 13-166

DATE: 10/14/2013
FAIRTIME
INTERIM X

THIS AGREEMENT by and between the 38th District Agricultural Association hereinafter Called the Association, and CITY OF TURLOCK - Hereinafter call the Renter

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Associations premises: December 6, 2013
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement:

   North Parking Lot, restrooms and adjacent parking on the fairgrounds as designated by Fair Management.

3. The purposes of occupancy shall be limited to, and shall be for other purposes or purposes whatsoever:

   Parking for Christmas Parade

4. Renter agrees to pay the Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
   Rental fees waived. Insurance is required. Exhibits A, B, C, and D are attached and made part of this agreement.
5. Association shall have the right to audit and monitor any and all records, as well as maintaining access to the premises.
6. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
7. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
8. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
10. The Rules and Regulations governing space, attached Exhibit 1 and Exhibit 2, hereof are made a part of this agreement as though fully incorporated herein, and the Renter agrees that they have read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
11. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed in the best interests of Association.
12. Special Provisions:

    Any additional use of Fairgrounds facilities, accessories, equipment, garbage, damage, labor, straw and/or shaving disposal will be subject to charges shown on the current rental rate sheet. Fairgrounds reserve the right to charge for related parking and overnight camping.

    The Stanislaus County Fair reserves the right to:
    Assign all food and beverage vendors
    Retain revenue from food & beverage sales-including alcohol
    Designate parking for events
    Retain revenue from paid parking fees for events
13. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and the Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Renter: CITY OF TURLOCK

Address 144 S. BROADWAY
TURLOCK, CA 95380

By

Title

Signed _____

TURLOCK CITY ATTORNEY
APPROVED AS TO FORM
BY_____

Stanislaus County Fair
38th District Agricultural Association

Address 900 North Broadway, Turlock, CA 95380

By Chris Borovansky

Title Chief Executive Officer

Signed _____

OK for Agenda

EXHIBIT A

HOLD-HARMLESS CLAUSE

Use agrees to indemnify and hold Lessor and the property of Lessor, including said premises, free and harmless from any and all claims, liability, loss, damage or expenses resulting from User's occupation and use of said premise and facilities specifically including, without limitation, any claim, liability, loss or damage arising by reason of:

(a) The death or injury of any person or persons, including User or any person who is an employee or agent of User caused or allegedly caused by some act or omission of User or of some agent, contractor, employee, servant, sub-lessee or concessionaire of User on said premises or for any reason whatsoever other than the sole negligence or intentional conduct of Lessor.

(b) Any work performed on said premises or materials furnished to said premises at the instance or request of User or any agent of employee of User.

(c) User's failure to perform any provision of this agreement, or to comply with any requirement of law or any requirement imposed on the premises by any duly authorized governmental agency or political sub-division.

INITIAL_____

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

1. **National Labor Relations Board (PCC Section 10296)**
   Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
   If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)**
   During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

   Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

4. **Amendment (GC 11010.5)**
   Contract modification, when allowable, may be made by formal amendment only.

5. **Assignment**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. **Termination**
   The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

7. **Governing Law**
   This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. **Conflict of Interest (PCC 10410, 10411, 10420)**
   Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   Current State Employees (PCC 10410):

   1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
   2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

   Former State Employees (PCC 10411):

   1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
   2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

   If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. **Contractor Name Change**
   An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. **Air or Water Pollution Violation (WC 13301)**
    Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

California Fair Services Authority

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the agreement protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, or California Exposition and State Fair, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the 38th District Agricultural Association, the Stanislaus County Fair, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than $5,000,000 per occurrence for Fairtime Carnival Rides; $3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; $3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; $2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; $1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; $2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

   c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

   d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

   e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: A statement by the insurance company that it will not cancel or reduce the limits or coverages of said policy or policies without giving 30 days prior written notice to the named certificate holder.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair=s address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations.

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

38TH DISTRICT AGRICULTURAL ASSOCIATION
Stanislaus County Fair
2013 RULES AND REGULATIONS FOR RENTALS

1. A **deposit** must to be paid at the time a reservation is made for any Fairgrounds facility. The deposit is charged at ½ the rental rate, as determined by fair management.
2. **A fee will be charged for the cancellation, or a change of date, of an event, fee amount to be determined by Fair Management.** Deposit is non-refundable if the event is cancelled, or the date is changed, within sixty (60) days of scheduled event date. If reservation is made within 60 days of the event the deposit is automatically non-refundable. Cancellation of an event must be made in person and/or written notice by the renter.
3. **A $50.00** key deposit is required, and must be approved by Fair Management prior to issuance of key(s).
4. **Actual repair costs** will be charged to the renter for **any damage** to Fair property.
5. After event, the deposit will be applied to charges incurred (if any) and the balance refunded. Any balance due to the renter will be refunded within approximately (30) days of the after-event billing.
6. After event charges, due to the Fair, over and above the deposit, are due and payable upon receipt of invoice. **Interest** will be charged monthly on any unpaid balance after 30 days.
7. All rental fees are subject to change as stated on the current year rental rate sheet. Renter is responsible for payment in full for all fees applicable at the time of their scheduled event.
8. **Total rental fee balance and insurance must be paid in full by thirty (30) days prior to the event.** A late fee of $150.00 will be charged to the renter if the rental fees are not paid in full 30 days prior to the event.
9. **Signed rental contract must be received at the Fair office no later than one (1) week prior to the event date.** Failure to have a signed contract returned to Fair office may result in forfeiture of all rental rights and fees, including access to the Fairgrounds.
10. Individuals renting the fairgrounds must be at least **18 years of age or older, 21 years or older if alcohol is being served**. *Alcohol will not be allowed at any event being held for a person under 21 years of age;*
11. Misrepresentation of any event by a renter or designee will result in the cancellation of the scheduled event and forfeiture of all fees.
12. Violation of rental rules or rental contract may result in forfeiture of all rental rights and fees, including access to the Fairgrounds.
13. **MAXIMUM CAPACITIES OF ALL FAIRGROUNDS FACILITIES:** Failure to comply with the law will result in closing down your activity and forfeiture of all fees.
14. **Insurance is required for all events.** Private (individual) events insurance must be purchased through our office, made available by California Fair Services Authority. Organizations, Companies, Clubs or Groups can provide an original Certificate of Insurance from their own insurance company. **Insurance certificate is due back in the Fair Office no less than (30) days prior to event**, or the renter will be required to purchase the Special Events Insurance. The certificate must have the following:
    a. An ORIGINAL signature – A COPY IS NOT ACCEPTABLE!
    b. List as the Additional Insured: " That the State of California, the 38th District Agriculture Association, the Stanislaus County Fair, their agents, directors, officers, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
    c. The amount of public liability coverage is to be $1,000,000 CSL, unless otherwise stated in Exhibit C.
    d. The insurance company will not cancel without 30 days prior written notice
    e. Date of Event (including set-up dates)
15. The renter may have access to the facility from 8:00 am to 4:30 pm the day prior to their event (*if available*) for decorating and set up purposes **with the rental of the Fair's table and chairs** (rental includes the first 80 chairs and 10 tables). If a renter is in need of additional hours, and only if the facility is available, arrangements must be made with the Maintenance Department at least **one week prior to their rental date,** and must be approved by Fair Management. **Additional hours** are charged at a rate of **$75.00 per hour** when a standby fair employee is required.
16. Rental rates include the **use of building(s) rented** (based upon availability) starting at **8:00 a.m. until 1:00 a.m. on the date of the rental.** Event must end by 12 midnight or at least 1 hour prior to the building/facilities being vacated by renter, whichever comes first.

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17. Time limit on the day of rental for use of grounds (outdoor) facilities is from 8:00 am to 10:00 pm *if motorized or amplified/musical.* Renters must plan their events to comply with these curfews established by the Fair.

18. All time **before 8:00 am** and **after 10:00 pm for grounds and 1:00 am for buildings,** will be billed at the rate of **$75.00 per hour when a standby fair employee is required.**

19. All facility rates listed on the current interim rental rate sheet are **"per day"** rental charges. Multiple day rentals will be charged accordingly. Equipment rental rates are per event and will be charged accordingly.

20. **Security is required**. The renter is responsible for contracting and paying for their security. The fair office will provide the renter's authorization form to the approved security company. The renter must submit the **security authorization, along with proof of full payment, to the fair office no less than 30 days prior to event.** ***Failure to submit the authorization, with the number of required security guards, could result in cancellation of event and forfeiture of deposit.*** **Security must be in place throughout the entire event as designated by fair management**. If an event begins before all security guards are in place, the renter will be subject to forfeiture of their deposit.

21. Number of security guards to be determined by Fair Management.

22. Setup and Cleanup is the sole responsibility of the renter. The Building and Facility cleanup, restacking of tables and chairs, must be completed by the end of the rental period. **Building rentals (only) include mopping the floor after the event, but the floor must be swept clean by the renter. If fair staff is required for setup or cleanup, the renter will be charged labor and or equipment hourly rates as stated on the current rental rate sheet.

23. Following are the renter's guidelines regarding **decoration set-up and clean-up**:

    a. In accordance with the **State Fire Marshal's regulations**:
       - Decorating materials must be flameproof
       - No open flames and/or candles allowed
       - Exits must not be obstructed & the hallway in Bldg E-2 must be clear at all times.

    b. **NO** nails, tacks, pins, or staples may be used to decorate. **NO** glitter, sprinkles, sparkles, or confetti may be used to decorate. **NO** packaging, scotch, cellophane, or duct tape may be used; **only masking tape** may be used. Renter will be charged for damages.

    c. Use of Fairgrounds' **ladders** by renters is **prohibited**.

    d. **No straw or hay** is allowed in buildings (including table decorations).

    e. Renters are responsible for **clean-up****, including building, surrounding areas and adjacent parking. Removal of all paper products, table covers, etc. (must be put in garbage receptacles **outside**). The renter at the conclusion of the event must remove everything brought into the building by the renter (food, alcoholic beverages, decorations, trash, etc.).

24. **No vehicles will be allowed in buildings**, except for display or approval from Fire Marshal.

25. **No bottles or cans may be served.** Beverages **(non-alcohol or alcohol)** must be sold and/or served in cups - NO glass, bottles, or cans for events held on fairgrounds. **If alcohol is being served,** separate cup types must be used to distinguish alcohol and non-alcohol beverages. Please use recycling containers for all bottles and cans.

26. For building rentals, **no alcohol** may be consumed **outside** of buildings. No alcohol allowed on grounds (outdoors) for **building rentals**. Failure to regulate may result in closure of event.

27. If persons under 21 years of age will be in attendance, adequate arrangements must be made to have identifications checked and sufficient supervision must be provided to insure that alcoholic beverages are not sold to, served to, or consumed by minors.

28. All alcoholic beverages must be removed from public view and not available for consumption after 11:00 p.m. or at least 1 hour prior to the building/facilities being vacated by renter, whichever comes first.

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29. Any renter, club or organization planning to sell alcoholic beverages **MUST** obtain a valid liquor license from the Department of Alcoholic Beverage Control, 31 East Channel Street, P.O. Box 150, Stockton, CA 95201. ***The renter is required to inform the Fair Office, at the time of reservation, if the renter will be selling alcohol during their event.*** If the renter is selling alcohol, the renter **MUST** obtain a letter of permission from the Fairgrounds to sell alcoholic beverages **prior** to making the application to the Department of Alcoholic Beverage Control. Additionally, the renter **MUST** also obtain a letter from the Turlock Police Department, 900 N. Palm, Turlock, CA granting permission to sell alcoholic beverages. The renter must bring their approved security plan with them to the Turlock Police Department, including the number of security guards (the number is determined by fair management), and the hours for the security (security must be in place throughout the entire scheduled event). A copy of the valid liquor license **MUST** be submitted to the fair office at least 48 hours **prior** to the event date. During the function, the license **MUST** be posted at the bar serving area. Selling includes the following:

    A. Direct sales of alcoholic beverages
    B. Selling of drink tickets to exchange for alcoholic beverages
    C. Including alcoholic beverages in the price of a ticket for the function (dinner ticket, dance ticket, etc.)

30. Anytime the renter collects money and in turn the renter provides alcoholic beverages, a liquor license is required. Renter is the only authorized entity to provide alcohol at Fairgrounds facilities. Violation of this policy will result in forfeiture of renter's security deposit and immediate closure of the event.

31. Any items left on the fairgrounds, w/out prior arrangements, are subject to a daily storage fee.

32. Private dances which are not open to the general public, such as wedding receptions, anniversaries, company functions, birthdays, etc., not sponsored by community or service organizations, may be held at the fairgrounds facilities providing the following:

    A. No admission fee or collection is assessed.
    B. Admission is by written invitation only.
    C. Security is provided as required by fair management.

33. The fair office may require an animal inventory form for shows scheduled at the fairgrounds. Failure to submit form, if required, could result in forfeiture of deposit.

34. Photography and Name Release: I/we give the Stanislaus County Fair and anyone acting under the authority or permission thereof, the unqualified right to use my name and/or our company name for publication and/or for distribution of photographs, videotapes and/or recordings made of me and/or my/our company representatives, that may be taken at events at which I/we are a tenant of the 38th District Agricultural Association/Stanislaus County Fair and subject to this contract, for any marketing, public relations, publicity and/or other lawful purpose. Further, I waive all right of inspection or approval and irrevocably release Stanislaus County Fair from claims or demands which I or my company may or can have on account of the use or publication or arising of such photographs or information.

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RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his business in a quiet and orderly manner, will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit means and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc. prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities and without infringement upon the rights and privileges of others, will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for, will confine said transactions to the space and privileges provided in the Rental Agreement and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement, the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor services for all aisles, streets, roads, and areas used by the public, but Renter must at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renters trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the space allotted to Renter, reasonable wear and tear and damage from causes beyond Renter's control excepted.
12. Association may provide watchman service which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter at his own expense, not later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

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14. No Renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. Contractor by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by Federal court has been issued against that Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 1212.7).
19. Renter recognizes and understands that this rental may create a possessary interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement and the provisions of this agreement shall extend to and be binding upon and mure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 14 of page one.

Nondiscrimination Clause, Form 17A or Form 17B for agreements over $5,000 must be attached to each copy and incorporated by reference in Paragraph 14 of page one.

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Council Synopsis

November 12, 2013

From: Robert Jackson, Police Chief

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Establishing the new job classification of Crime Prevention Specialist within the Turlock Police Department and reclassifying an existing Community Service Officer to the new classification and conducting an external recruitment if necessary

2. DISCUSSION OF ISSUE:

The Turlock Police Department has five (5) non-sworn Community Service Officer positions allocated in the Fiscal Year 2013-2014 budget. The Crime Prevention Officer is currently a special assignment which rotates through the Community Service Officers on a four (4) year rotation schedule.

Staff requests the reclassification of an existing non-sworn Community Service Officer to the new classification of Crime Prevention Specialist which will also serve in a non-sworn capacity. The pay scale and range for the newly created position of Crime Prevention Specialist will be identical to that of a Community Service Officer II.

The reclassification will occur through the following process:

- Recruitment through Department memorandum announcing opportunity for reclassification limited to existing Community Service Officers.
- Request for letter of interest from interested Community Service Officers.
- Departmental interview.
- Appointment to reclassified position.

If there is no interest from existing Community Service Officers, an external recruitment will be conducted using established practices through the Human Resources Department.

There is currently one (1) vacancy within the Community Service Officer classification. Whether the Crime Prevention Specialist is staffed through reclassification of an existing Community Service Officer or through an external recruitment for a new employee, allocated Community Service Officer positions will be reduced from five (5) to four (4) and allocated Crime Prevention Specialists will be increased from zero (0) to one (1).

The newly created job classification is attached as "Attachment A" for reference.

3. BASIS FOR RECOMMENDATION:

The Crime Prevention Specialist will serve in a fulltime, non-rotational capacity in an effort to enhance community relations, establish a greater level of consistency within the Volunteer in Police Service (VIPS) Program and increase the overall focus on crime prevention within the City of Turlock.

Strategic Plan Initiative: A. EFFECTIVE LEADERSHIP.

Goal(s): 1. (b) Internal department service improvements.

4. FISCAL IMPACT / BUDGET AMENDMENT:

None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A) Council could reject the request for a new job classification.

B) Council could reject the request to reclassify an existing Community Service Officer.

CRIME PREVENTION SPECIALIST

DEFINITION

The Crime Prevention Specialist performs a variety of non-sworn office and field duties to support the Police Department's Crime Prevention Programs and strategies; areas include the Volunteers in Police Service (VIPS) program; crime prevention programs; business and residential security inspections and building and landscape design review; performs other job related duties as assigned.

This position is assigned to the Turlock Associated Police Officers (TAPO) bargaining unit for labor relations purposes and is subject to overtime assignments.

DISTINGUISHING CHARACTERISTICS

The Crime Prevention Specialist is a non-sworn classification in the Police Department with a focus on proactive crime prevention, and is responsible for the Volunteers in Police Service Program including recruiting, training, and scheduling volunteers in the performance of duties.

The Crime Prevention Specialist also develops and implements a variety of crime prevention programs, presentations and materials for businesses and the community, and performs services such as security inspections and reviewing building and landscape designs. Duties require the ability to schedule and monitor the work of others, excellent organization skills, independent initiative, good judgment, and the ability to manage simultaneous programs and assignments with close attention to deadlines.

The Crime Prevention Specialist is distinguished from the Community Service Officer in that the latter carries out assigned field and office law enforcement duties in the areas of traffic control, parking enforcement, preparing and processing reports and complaints, assisting with property and evidence, and may also assist in crime prevention activities. In contrast, the Crime Prevention Specialist is responsible for developing and implementing Crime Prevention programs and educational materials for businesses and the public; recruiting, training and scheduling police service volunteers; and tracking and managing a variety of concurrent assignments.

Supervision is received from a Police Sergeant or Lieutenant. The Crime Prevention Specialist provides lead/technical/functional supervision in recruiting, training,

scheduling and overseeing the work of police service volunteers, but is not responsible for hiring, discipline, grievances or formal performance evaluations.

ESSENTIAL FUNCITONS: - Duties may include, but are not limited to the following:

- Recruit, train, schedule and supervise Police Service Volunteers, including developing, maintaining and presenting the Volunteers in Police Service Training Academy.
- Develop, implement and oversee a variety of crime and violence prevention programs and activities for businesses, children, the public, schools, organizations and interested individuals such as Neighborhood Watch, Business Watch, Child Safety, Citizens Academy, and Women's Safety.
- Prepare, maintain, and distribute crime prevention literature and materials for programs including flyers, brochures, visual displays and bulletin boards.
- Develop and make educational speeches and presentations on a variety of crime prevention topics for a variety of community and business audiences.
- Conduct residential and commercial security inspections; review blueprints for building and landscape designs to determine crime prevention concerns and make recommendations.
- Develop or assist with special community events; may provide traffic control assistance.
- Perform departmental administrative duties as assigned.
- Perform other duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge of:

- Crime prevention practices, methods and techniques.
- Public outreach, marketing and educational program development methods.
- Principles and techniques of public speaking and audience appropriate presentation design.
- Methods and techniques of design for informational materials such as flyers, brochures and visual displays.
- Techniques for effectively organizing and managing multiple schedules and projects.
- Methods and practices for effective supervision and employee training.
- Computer software programs required to perform job duties.

Ability to:

- Apply crime related statistics, information and crime prevention measures in the development of crime prevention and safety awareness informational and educational programs, seminars, meetings, and special events.

- Prepare and deliver effective audience appropriate oral presentations and programs using data, charts and graphs.
- Prepare written informational materials including brochures, flyers and other educational literature and materials.
- Recruit, train and oversee the work of police service volunteers.
- Communicate clearly and effectively both orally and in writing.
- Plan and organize work to meet schedules and deadlines, assure efficient and timely completion of reports, projects, programs and activities, and manage multiple projects simultaneously; maintain accurate records and files.
- Read and interpret blueprints and permit applications for crime preventions purposes.
- Establish and maintain effective working relationships within the department and the community with individuals from diverse backgrounds.
- Represent the City and the Department in a variety of situations.

EXPERIENCE AND EDUCATION:

Experience:

One year of experience in the job classification of Community Service Officer I or II with the City of Turlock and off probation in that job classification;

OR

Two years of experience in a law enforcement related position equivalent to the Community Service Officer job classification;

OR

Two years experience in any field which included extensive interaction with the public, developing informational materials, making presentations and managing multiple programs or projects.

Education:

- High School Diploma or G.E.D. and;
- Completion of thirty (30) units of college work in sociology, psychology, criminal justice, business administration, public administration, or related fields.
- Training in Crime Prevention in highly desirable.

LICENSE OR CERTIFICATE

License:

Possession of an appropriate, valid California driver's license at the time of appointment, to be maintained as a condition of continued employment.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read instructions; sufficient dexterity and hand-eye coordination to operate drafting and field surveying equipment; read fine print and view computer screens; hear well enough to converse on the telephone and in person; use of hands and fingers for use of computer keyboard, filing, writing and answering telephone; capable of clear speech; able to lift and carry objects weighing up to 40 pounds; climb stairs and ladders; stamina to work long hours and attend night meetings.

Established 11/2013

Reviewed and Approved:

_____ _____

Personnel Officer Date

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ESTABLISHING THE NEW JOB CLASSIFICATION OF CRIME PREVENTION SPECIALIST WITHINTHE TURLOCK POLICE DEPARTMENT AND RECLASSIFYING AN EXISTING COMMUNITY SERVICE OFFICER TO THE NEW CLASSIFICATION AND CONDUCTING AN EXTERNAL RECRUITMENT IF NECESSARY	**RESOLUTION NO. 2013-**

WHEREAS, the Turlock Police Department has five (5) Community Service Officer positions allocated in the 2013-2014 fiscal year budget; and

WHEREAS, staff requests the reclassification of an existing Community Service Officer to the newly established classification of Crime Prevention Specialist; and

WHEREAS, the pay scale and range of the newly established Crime Prevention Specialist classification will be identical to that of the Community Service Officer II; and

WHEREAS, the Crime Prevention Specialist will serve in a fulltime, non-rotational capacity in an effort to enhance community relations, establish a greater level of consistency within the Volunteers in Police Service (VIPS) program and increase the overall focus on crime prevention within the City of Turlock; and

WHEREAS, if there is no interest from existing Community Service Officers, an external recruitment will be conducted using established practices through the Human Recourses Department; and

WHEREAS, allocated Community Service Officer positions will be reduced from five (5) to four (4); and

WHEREAS, allocated Crime Prevention Specialist positions will be increased from zero (0) to one (1).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby establish the new job classification of Crime Prevention Specialist within the Turlock Police Department and reclassification of an existing Community Service Officer to the new classification and conducting an external recruitment if necessary.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

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Council Synopsis

November 12, 2013

From: Robert A. Jackson, Chief of Police

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting Supplemental Law Enforcement Services Fund (SLESF) grant monies from the State of California Citizen's Option for Public Safety (COPS) program projected to be a minimum of $100,000 in Fiscal Year 2013-14 and adjusting the budget in Fund 267 to appropriate unexpended 2012-13 monies and 2013-14 anticipated revenues

2. DISCUSSION OF ISSUE:

Each year, the State Legislature appropriates funds to local agencies for supplemental police funding. This is a continuation of Supplemental Law Enforcement Funding (SLESF) that was first provided in FY1996-97 via Assembly Bill 3229 (AB 3229). AB 3229 declared that there was a need for additional resources at the local level to fight crime and protect public safety. The bill allocated money to cities and counties for law enforcement and public safety purposes on a formula based on population.

The funds were established by Government Code Section 30061. In addition, there is an Oversight Committee that was established pursuant to Government Code Section 30064. The Oversight Committee consists of five members that include a municipal agency police chief, county sheriff, district attorney, county's executive officer, and a city manager. The committee is responsible for determining whether the recipient entities have expended moneys received from SLESF in compliance with State Law.

Pursuant to Assembly Bill 1913, Government Code Section 30061(b)(3), each law enforcement jurisdiction is guaranteed a minimum of $100,000 in SLESF funds annually.

Agencies are required to hold a public meeting and receive Council approval of the expenditure plan prior to the Oversight Committee's review and approval. Pursuant to AB1319, Government Code Section 30061(g), the State will issue

payments quarterly to the County in October, January, April, and July. The first payment will be issued after the allocations are made and the County has received a copy of our City's approved spending plan for Fiscal Year 2013-14. The County will in turn issue payments to our City immediately following receipt each quarter.

This report, as required by the legislature, specifies Turlock Police needs and makes a request for the supplemental funds to meet the needs of assisting front line law enforcement services. In order to be eligible for the funding, the City Council must consider this written request each year to have the funds appropriated by the County.

SLESF funds must be used on front line law enforcement services and may not be used to supplant existing law enforcement funding. "Front line law enforcement services" is not specifically defined but it includes personnel, equipment, and programs.

Monies allocated in a particular fiscal year must be expended by June 30th of the following fiscal year. Pursuant to Government Code Section 30061(h), those monies not expended within that time frame must be forfeited to the Controller for deposit in the Local Safety and Protection Account.

3. BASIS FOR RECOMMENDATION:

Government Code Section 30061(b)(3) guarantees that the Turlock Police Department will receive a minimum of $100,000 during Fiscal Year 2013-14.

Staff has developed a recommend spending plan which will cause the monies to be expended, as required before June 30, 2015.

The spending plan includes the following recommended expenditures:

- Minimum of $100,000 for purchase and/or upgrade of radio equipment necessary to comply with the P25 standard of emergency radio communication.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

Goal(s): 1(b) Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

4. FISCAL IMPACT / BUDGET AMENDMENT:

While Staff does not know the exact dollar amount that will be received during 2013-14, we anticipate the minimum of $100,000 plus any accrued interest will be received. As a point of reference $100,000 was received in 2012-13 and $117,000 in 2011-12.

When the 2013-14 budget was prepared, Staff anticipated using the monies to be received in 2013-14 to supplement overtime in the General Fund police patrol division. Staff is now requesting the reallocation of these funds for the purchase of radio equipment. In addition, the unexpended funds from 2012-13 ($101,192) need to be appropriated in 2013-14 and also used for the purchase of radio equipment.

Therefore staff requests the following appropriations and budget adjustments:

Account Number/Name	Current Budget	Amended Budget	Adjustment Needed
Revenue Account			
267-20-270-320.35720 "SLESF Revenue"	$100,000	$201,192	$101,192
110-20-210.38001_168 "Trs from 267 Patrol Overtime"	$100,000	$0	($100,000)
Expenditure Account			
267-20-270-320.44030_006 "Minor Equipment - Radios"	$0	$201,192	$201,192
267-20-270-320.48001_168 "Trs to 110 - Patrol Overtime"	$100,000	$0	($100,000)

Should the amount actually received in 2013-14 significantly deviate from the amount anticipated, staff will bring this information back before Council.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Council could direct an alternative spending plan.

B) Council could reject the SLESF funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF) GRANT MONIES FROM THE STATE OF CALIFORNIA CITIZEN'S OPTION FOR PUBLIC SAFETY (COPS) PROGRAM PROJECTED TO BE A MINIMUM OF $100,000 IN FISCAL YEAR 2013-14 AND ADJUSTING THE BUDGET IN FUND 267 TO APPROPRIATE UNEXPECTED 2012-13 MONIES AND 2013-14 ANTICIPATED REVENUES	**RESOLUTION NO. 2013-**

WHEREAS, the State Legislature annually appropriates Supplemental Law Enforcement Services Funds (SLESF) pursuant to California Government Code Section 30061; and

WHEREAS, a public hearing was held and a spending plan was presented to the Turlock City Council for consideration; and

WHEREAS, the Turlock Police Department specifies a need and makes a request for the supplemental funds to meet the needs of assisting front line law enforcement services; and

WHEREAS, the SLESF funds will be utilized by Turlock Police to supplement but not to supplant existing law enforcement funding; and

WHEREAS, each Fiscal Year Turlock Police is guaranteed a minimum of $100,000 in SLESF revenue pursuant to California Government Code Section 30061(b)(3).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby

1. Accept Supplemental Law Enforcement Services Fund (SLESF) grant monies from the State of California Citizen's Option for Public Safety (COPS) program projected to be a minimum of $100,000 in Fiscal Year 2013-14

2. Approve the following budget adjustments:

    - Increase revenue account 267-20-270-320.35720 "SLESF Revenue" by $101,192 to a new total of $201,192

- Increase expenditure account 267-20-270-320.44030_006 "Minor Equipment - Radios" by $201,192 to a new total of $201,192

- Decrease expenditure account 267-20-270-320.48001_168 "Trs to 110 – Patrol Overtime" by $100,000 to a new total of $-0-

- Decrease revenue account 110-20-210.38001_168 "Trs from Fund 267 Patrol Overtime" by $100,000 to a new total of $-0-

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

5U

Council Synopsis

November 12, 2013

From: Robert A. Jackson, Chief of Police

Prepared by: Glena Jackson, Animal Services Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing Staff to purchase a walk-in freezer for Animal Services from Atlantic HVAC Engineers in Elk Grove, CA, in the amount of $11,150.06 in account number 266-20-255-348.51100 "Animal Services Capital"

Resolution: Appropriating $11,200 to account number 266-20-255-348.51100 "Animal Services Capital" from reserves in the Animal Services Donations program for the purchase of a walk-in freezer for use at the Animal Services Shelter

2. DISCUSSION OF ISSUE:

The Animal Services Shelter currently uses a chest type freezer for the temporary storage of deceased animal carcasses. The current freezer is rusted, has a broken lid, and has outlived its useful life.

The freezer proposed for purchase is a walk-in commercial type freezer. A walk-in freezer will allow for easier access by Animal Services staff, as well as allow for the temporary holding of large animal carcasses, which is not currently possible. A walk-in unit is also easier to clean than a chest model.

Staff obtained three (3) bids for the purchase of the freezer: 1) Atlantic HVAC Engineers in the amount of $11,150.06, 2) RH Heating in the amount of $11,972.70; and 3) Cullincini Inc., in the amount of $8,413.40. The bid from Cullincini Inc. was rejected because it was not complete and the vendor did not respond to requests for additional information. Staff is recommending the freezer be purchased from Atlantic HVAC Engineers, of Elk Grove, California, in the amount of $11.150.06. There are funds available in the Animal Services Donations account for this purchase.

3. BASIS FOR RECOMMENDATION:

The existing freezer at Animal Services is no longer functional for the needs of the shelter and staff is requesting authorization to purchase a new unit which will meet the requirements of the shelter and the services it provides.

Strategic Plan Initiative: H. POLICY INITIATIVE – COMMUNITY PROGRAMS AND FACILITIES AND INFRASTRUCTURE:

Goal(s): 1) b. iii) Provide safe and well-maintained facilities for the community, recreational programs, and City of Turlock employees.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Staff is requesting an appropriation of $11,200 to account number 266-20-255-348.51100 "Animal Services Capital" from reserves in the Animal Services Donations program for the purchase of a walk-in freezer for use at the Animal Services Shelter. There are sufficient unexpended funds in the Animal Services Donations account to fund this purchase.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Council can deny the purchase request.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $11,200 TO ACCOUNT NUMBER 266-2—255-348.51100 "ANIMAL SERVICES CAPITAL" FROM RESERVES IN THE ANIMAL SERVICES DONATIONS PROGRAM FOR THE PURCHASE OF A WALK-IN FREEZER FOR USE AT THE ANIMAL SERVICES SHELTER	**RESOLUTION NO. 2013-**

WHEREAS, the existing freezer at Animal Services has outlived its useful life and is in need of replacement; and

WHEREAS, Staff has gone through the bid process for the purchase of a new freezer and by a separate motion, the Turlock City Council has approved the purchase of a new, walk-in freezer from Atlantic HVAC Engineers at a cost not to exceed $11,150.06; and

WHEREAS, there are sufficient funds in the Animal Services Donation reserves to fund this purchase.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the purchase and appropriate $11,200 to account 266-20-255-348.51100 "Animal Services Capital" from reserves in the Animal Services Donations account for the purchase of a walk-in freezer for use at the Animal Services Shelter.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

5 V

Council Synopsis

November 12, 2013

From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement between New World Systems Corporation and the City of Turlock and authorizing the City Manager to execute any and all necessary documents relative to a five (5) year Standard Software Maintenance Agreement

2. DISCUSSION OF ISSUE:

City of Turlock staff implemented and went live with New World Software for Utility Management in February 2009, went live with the Financial Management Suite in February 2011 and went live with the Payroll and Human Resources Suite in January 2013. The original contract included a five year schedule for software maintenance.

3. BASIS FOR RECOMMENDATION:

That five year schedule has come up for renewal. The proposed Standard Software Maintenance Agreement attached is for the period 2/1/14 to 1/31/19. It includes software maintenance for the Financial Management Suite, Payroll and Human Resources Suite, Utility Management Suite, Community Development Suite, Business Analytics (used for development of our own reports drawn from data collected in the New World software system) and eSuite (allows for secure interaction in various suites through the Internet).

Strategic Plan Initiative: B. POLICY INITIATIVE – FISCAL RESPONSIBILITY

Goal(s): c. Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University, Stanislaus.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Costs associated with annual software maintenance have been included in the adopted budget for Fiscal Year 2013-14.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Council could reject this agreement with the understanding that New World Systems would no longer provide support or upgrades to the software system.

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and **City of Turlock, CA** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of five (5) years from (start date) 2/1/14 to (end date) 1/31/19.

2. Services Include

The following services or features are available under this SSMA:

(a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).

(b) Temporary fixes to Licensed Standard Software (see paragraph 6 below). Software fixes will be delivered electronically.

(c) Revisions to Licensed Documentation. Documentation will be delivered electronically.

(d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).

(e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer**'s request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

OK for Agenda

6. **Requests for Software Correction on Licensed Standard Software**

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

(a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
(b) situations where **Customer**'s use or operations error causes incorrect information or reports to be generated; and;
(c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. **Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server**

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

Application Package		Number of Modules
1. ***Logos***®	Financial Management Suite	9
2. ***Logos***®	Payroll & Human Resources Suite	9
3. ***Logos***®	Utility Management Suite	5
4. ***Logos***®	Community Development Suite	9
5. ***Logos***®	Business Analytics	4
6. ***Logos***®	eSuite	12

ANNUAL MAINTENANCE COST: See Below

Period Covered	Annual Amount	Billing Date
2/1/2014 to 1/31/2015	$70,098	1/15/2014
2/1/2015 to 1/31/2016	$73,600	1/15/2015
2/1/2016 to 1/31/2017	$77,282	1/15/2016
2/1/2017 to 1/31/2018	$81,146	1/15/2017
2/1/2018 to 1/31/2019	$85,202	1/15/2018

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. **Non-funding Provision**

In the event **Customer** does not appropriate funds to complete payments due under this SSMA, the amount due for the fiscal year not appropriated shall be terminated; provided, however, the **Customer** shall have given **New World** written notice ninety (90) days prior to the anniversary date on which they are exercising the non-funding provision, and further provided that any other payments due to **New World** are fully paid, and further provided that **New World**'s obligations and services under this SSMA shall also be terminated. Without **Customer**'s fulfillment of the above provisions, **Customer**'s obligation to pay **New World** the annual SSMA payments remains in effect through the expiration date of this SSMA **Agreement**.

9. **Terms and Conditions**

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:	ACCEPTED BY:
Customer: City of Turlock, CA	**New World Systems Corporation**
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Turlock, CA

Licensed Application Software
At October, 2013

1. **Logos® Financial Management Suite**
   - Financial Management Base Suite .NET
   - Purchasing Base .NET
   - Add'l FM Standard Users .NET
   - Project Accounting .NET
   - Government (GASB) Reporting .NET
   - Asset Management .NET
   - Misc. Billing & Receivables .NET
   - PC Cash Register Interface .NET
   - Bank Reconciliation .NET
2. **Logos® Payroll & Human Resources Suite**
   - Human Resources Mgt. Base Suite .NET
   - Benefits Administration .NET
   - Applicant Tracking .NET
   - Position Control .NET
   - Position Budgeting .NET
   - Employee Event Tracking .Net
   - COBRA Billing Administration .NET
   - Workers Compensation Administration .NET
   - Personnel Action Processing .NET
3. **Logos® Utility Management Suite**
   - Water / Sewer / Refuse Base .NET
   - Meter Inventory .NET
   - Service Order Processing .NET
   - Automatic Meter Read Interface .NET
   - 3rd Party Billing .NET
4. **Logos® Community Development Suite**
   - Permits.NET
   - Code Enforcement .NET
   - CD Standard Users
   - Requests for Services Tracking .NET
   - Add'l CD Standard Users .NET
   - Business Licensing .NET
   - Municipal Inspections .NET
   - Parcel Management .NET
   - Project Planning .NET
5. **Logos® Business Analytics**
   - Business Analytics - Financial Mgt .NET
   - Business Analytics - HR .NET
   - Business Analytics - Utilities .NET
   - Business Analytics - Community Development .NET

Turlock, CA

Licensed Application Software
At October, 2013

6. **Logos® eSuite**
   - eSuite Base
   - ePersonal
   - ePayroll
   - eBenefits Administration
   - eTraining
   - eRecruit
   - ePermits
   - eLicense
   - eUtilities
   - eRequest
   - eTime Sheet
   - ePayments

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and **City of Turlock, CA** (**Customer**) sets forth the standard software maintenance support services provided by **New World.**

1. **Service Period**

This SSMA shall remain in effect for a period of five (5) years from (start date) 2/1/14 to (end date) 1/31/19.

2. **Services Include**

The following services or features are available under this SSMA:

(a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).

(b) Temporary fixes to Licensed Standard Software (see paragraph 6 below). Software fixes will be delivered electronically.

(c) Revisions to Licensed Documentation. Documentation will be delivered electronically.

(d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).

(e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. **Maintenance for Modified Licensed Standard Software and Custom Software**

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer**'s request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. **Billing**

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. **Additions of Software to Maintenance Agreement**

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. **Requests for Software Correction on Licensed Standard Software**

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

(a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
(b) situations where **Customer**'s use or operations error causes incorrect information or reports to be generated; and;
(c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. **Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server**

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

Application Package		Number of Modules
1. *Logos*®	Financial Management Suite	9
2. *Logos*®	Payroll & Human Resources Suite	9
3. *Logos*®	Utility Management Suite	5
4. *Logos*®	Community Development Suite	9
5. *Logos*®	Business Analytics	4
6. *Logos*®	eSuite	12

ANNUAL MAINTENANCE COST: See Below

Period Covered	Annual Amount	Billing Date
2/1/2014 to 1/31/2015	$70,098	1/15/2014
2/1/2015 to 1/31/2016	$73,600	1/15/2015
2/1/2016 to 1/31/2017	$77,282	1/15/2016
2/1/2017 to 1/31/2018	$81,146	1/15/2017
2/1/2018 to 1/31/2019	$85,202	1/15/2018

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. **Non-funding Provision**

In the event **Customer** does not appropriate funds to complete payments due under this SSMA, the amount due for the fiscal year not appropriated shall be terminated; provided, however, the **Customer** shall have given **New World** written notice ninety (90) days prior to the anniversary date on which they are exercising the non-funding provision, and further provided that any other payments due to **New World** are fully paid, and further provided that **New World**'s obligations and services under this SSMA shall also be terminated. Without **Customer**'s fulfillment of the above provisions, **Customer**'s obligation to pay **New World** the annual SSMA payments remains in effect through the expiration date of this SSMA **Agreement.**

9. **Terms and Conditions**

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:	ACCEPTED BY:
Customer: City of Turlock, CA	**New World Systems Corporation**
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Turlock, CA

Licensed Application Software
At October, 2013

1. **Logos® Financial Management Suite**
   - Financial Management Base Suite .NET
   - Purchasing Base .NET
   - Add'l FM Standard Users .NET
   - Project Accounting .NET
   - Government (GASB) Reporting .NET
   - Asset Management .NET
   - Misc. Billing & Receivables .NET
   - PC Cash Register Interface .NET
   - Bank Reconciliation .NET
2. **Logos® Payroll & Human Resources Suite**
   - Human Resources Mgt. Base Suite .NET
   - Benefits Administration .NET
   - Applicant Tracking .NET
   - Position Control .NET
   - Position Budgeting .NET
   - Employee Event Tracking .Net
   - COBRA Billing Administration .NET
   - Workers Compensation Administration .NET
   - Personnel Action Processing .NET
3. **Logos® Utility Management Suite**
   - Water / Sewer / Refuse Base .NET
   - Meter Inventory .NET
   - Service Order Processing .NET
   - Automatic Meter Read Interface .NET
   - 3rd Party Billing .NET
4. **Logos® Community Development Suite**
   - Permits.NET
   - Code Enforcement .NET
   - CD Standard Users
   - Requests for Services Tracking .NET
   - Add'l CD Standard Users .NET
   - Business Licensing .NET
   - Municipal Inspections .NET
   - Parcel Management .NET
   - Project Planning .NET
5. **Logos® Business Analytics**
   - Business Analytics - Financial Mgt .NET
   - Business Analytics - HR .NET
   - Business Analytics - Utilities .NET
   - Business Analytics - Community Development .NET

Turlock, CA

Licensed Application Software
At October, 2013

6. **Logos® eSuite**
   - eSuite Base
   - ePersonal
   - ePayroll
   - eBenefits Administration
   - eTraining
   - eRecruit
   - ePermits
   - eLicense
   - eUtilities
   - eRequest
   - eTime Sheet
   - ePayments

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and **City of Turlock, CA** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. **Service Period**

This SSMA shall remain in effect for a period of five (5) years from (start date) 2/1/14 to (end date) 1/31/19.

2. **Services Include**

The following services or features are available under this SSMA:

(a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
(b) Temporary fixes to Licensed Standard Software (see paragraph 6 below). Software fixes will be delivered electronically.
(c) Revisions to Licensed Documentation. Documentation will be delivered electronically.
(d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
(e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. **Maintenance for Modified Licensed Standard Software and Custom Software**

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer**'s request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. **Billing**

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. **Additions of Software to Maintenance Agreement**

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

OK for Agenda

6. **Requests for Software Correction on Licensed Standard Software**

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

(a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
(b) situations where **Customer**'s use or operations error causes incorrect information or reports to be generated; and;
(c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. **Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server**

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

Application Package		Number of Modules
1. ***Logos***®	Financial Management Suite	9
2. ***Logos***®	Payroll & Human Resources Suite	9
3. ***Logos***®	Utility Management Suite	5
4. ***Logos***®	Community Development Suite	9
5. ***Logos***®	Business Analytics	4
6. ***Logos***®	eSuite	12

ANNUAL MAINTENANCE COST: See Below

Period Covered	Annual Amount	Billing Date
2/1/2014 to 1/31/2015	$70,098	1/15/2014
2/1/2015 to 1/31/2016	$73,600	1/15/2015
2/1/2016 to 1/31/2017	$77,282	1/15/2016
2/1/2017 to 1/31/2018	$81,146	1/15/2017
2/1/2018 to 1/31/2019	$85,202	1/15/2018

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. **Non-funding Provision**

In the event **Customer** does not appropriate funds to complete payments due under this SSMA, the amount due for the fiscal year not appropriated shall be terminated; provided, however, the **Customer** shall have given **New World** written notice ninety (90) days prior to the anniversary date on which they are exercising the non-funding provision, and further provided that any other payments due to **New World** are fully paid, and further provided that **New World**'s obligations and services under this SSMA shall also be terminated. Without **Customer**'s fulfillment of the above provisions, **Customer**'s obligation to pay **New World** the annual SSMA payments remains in effect through the expiration date of this SSMA **Agreement**.

9. **Terms and Conditions**

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:	ACCEPTED BY:
Customer: City of Turlock, CA	**New World Systems Corporation**
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Turlock, CA

Licensed Application Software
At October, 2013

1. **Logos® Financial Management Suite**
   - Financial Management Base Suite .NET
   - Purchasing Base .NET
   - Add'l FM Standard Users .NET
   - Project Accounting .NET
   - Government (GASB) Reporting .NET
   - Asset Management .NET
   - Misc. Billing & Receivables .NET
   - PC Cash Register Interface .NET
   - Bank Reconciliation .NET
2. **Logos® Payroll & Human Resources Suite**
   - Human Resources Mgt. Base Suite .NET
   - Benefits Administration .NET
   - Applicant Tracking .NET
   - Position Control .NET
   - Position Budgeting .NET
   - Employee Event Tracking .Net
   - COBRA Billing Administration .NET
   - Workers Compensation Administration .NET
   - Personnel Action Processing .NET
3. **Logos® Utility Management Suite**
   - Water / Sewer / Refuse Base .NET
   - Meter Inventory .NET
   - Service Order Processing .NET
   - Automatic Meter Read Interface .NET
   - 3rd Party Billing .NET
4. **Logos® Community Development Suite**
   - Permits.NET
   - Code Enforcement .NET
   - CD Standard Users
   - Requests for Services Tracking .NET
   - Add'l CD Standard Users .NET
   - Business Licensing .NET
   - Municipal Inspections .NET
   - Parcel Management .NET
   - Project Planning .NET
5. **Logos® Business Analytics**
   - Business Analytics - Financial Mgt .NET
   - Business Analytics - HR .NET
   - Business Analytics - Utilities .NET
   - Business Analytics - Community Development .NET

Turlock, CA

Licensed Application Software
At October, 2013

6. **Logos® eSuite**
   - eSuite Base
   - ePersonal
   - ePayroll
   - eBenefits Administration
   - eTraining
   - eRecruit
   - ePermits
   - eLicense
   - eUtilities
   - eRequest
   - eTime Sheet
   - ePayments

5W

Council Synopsis

November 12, 2013

From: Roy W. Wasden, City Manager

Prepared by: Kellie Weaver, City Clerk

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding the March 24, 2009 motion establishing a hiring freeze and reaffirming the powers and duties of the City Manager with respect to the appointment, removal, promotion, and demotion of officers and employees as set forth in Turlock Municipal Code Section 2-4-207(c)

2. DISCUSSION OF ISSUE:

On March 24, 2009, the Turlock City Council approved a motion establishing a hiring freeze to be applied City-wide. At that time it was also recommended that all future staffing vacancies resulting from attrition be given consideration on a case by case basis by the City Council. Since that time, staff has come before Council to seek authorization to fill vacancies.

The existing Council has expressed interest in removing the hiring freeze and reaffirming the powers and duties of the City Manager with respect to the appointment, removal, promotion, and demotion of officers and employees as set forth in Turlock Municipal Code Section 2-4-207(c):

> 2-4-207 Powers and duties.
>
> The City Manager shall be the administrative head of the government of the City under the direction and control of the Council except as otherwise provided in this article. He shall be responsible for the efficient administration of all the affairs of the City which are under his control. In addition to his general powers as administrative head, and not as a limitation thereon, it shall be his duty and he shall have the powers and authority set forth as follows:
>
> c) Appointment, removal, promotion, and demotion of officers and employees. To appoint, remove, promote, and demote all subordinate officers and employees without the consent of the Council, and to appoint, remove, promote, and demote, with the consent of the Council, any department head of the City; provided, however, the office of the City Attorney and all elective offices are hereby exempted from the provisions of this subsection;

3. BASIS FOR RECOMMENDATION:

A. Turlock Municipal Code Section 2-4-207 outlines the powers and duties of the City Manager.

B. Council has requested consideration be given to reaffirming the powers and duties of the City Manager with respect to the appointment, removal, promotion, and demotion of officers and employees as set forth in Turlock Municipal Code Section 2-4-207(c).

Strategic Plan Initiative: A) **POLICY INITIATIVE – EFFECTIVE LEADERSHIP:**

Goal(s):

c. Hire, develop and retain the best and most qualified employees

Strategic Plan Initiative: B) **POLICY INITIATIVE – FISCAL RESPONSIBILITY:**

Goal(s):

a. Create an "efficient" yet effective City government organization

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could continue the practice of approving requests to fill existing and future vacancies.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING THE MARCH 24, 2009 MOTION ESTABLISHING A HIRING FREEZE AND REAFFIRMING THE POWERS AND DUTIES OF THE CITY MANAGER WITH RESPECT TO THE APPOINTMENT, REMOVAL, PROMOTION, AND DEMOTION OF OFFICERS AND EMPLOYEES AS SET FORTH IN TURLOCK MUNICIPAL CODE SECTION 2-4-207(C)	**RESOLUTION NO. 2013-**

WHEREAS, on March 24, 2009, the Turlock City Council approved a motion establishing a hiring freeze which was to be applied City-wide; and

WHEREAS, at that time Council also recommended that all future staffing vacancies resulting from attrition be given consideration on a case by case basis by the City Council; and

WHEREAS, since March 24, 2009, staff has routinely sought Council approval before filling existing and future vacancies; and

WHEREAS, Turlock Municipal Code Section 2-4-207(c) sets forth the powers and duties of the City Manager with respect to the appointment, removal, promotion, and demotion of officers and employees; and

WHEREAS, the existing Council has expressed interest in reaffirming the powers and duties of the City Manager with respect to the appointment, removal, promotion, and demotion of officers and employees as set forth in Turlock Municipal Code Section 2-4-207(c).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind the hiring freeze established by Council on March 24, 2009 and reaffirm the powers and duties of the City Manager with respect to the appointment, removal, promotion, and demotion of officers and employees as set forth in Turlock Municipal Code Section 2-4-207(c).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

5X

Council Synopsis

November 12, 2013

From: Roy W. Wasden, City Manager

Prepared by: Roy W. Wasden, City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement between the City of Turlock and the City of Newman to provide contract city attorney legal services

2. DISCUSSION OF ISSUE:

The City of Newman has a need for the expertise and availability of our experienced City Attorney to handle typical municipal legal services such as personnel issues, third party contracts and agreements with other local and state agencies and desires to enter into an agreement to contract for those services.

Contract legal services will be provided at a rate of $1,000 per month for ten (10) hours of legal services and $150 per hour thereafter. This agreement will require additional duties, work, and responsibilities for the City Attorney and Legal Clerk. Therefore, it is recommended that a 5% of base pay, pay for performance for professional services to an outside agency, be paid on a monthly basis to the City Attorney and Legal Clerk.

3. BASIS FOR RECOMMENDATION:

A. The agreement for legal services will be entered into on a trial basis to determine if the arrangement may work for other cities interested in options for shared services.

Strategic Plan Initiative: B) **POLICY INITIATIVE – FISCAL RESPONSIBILITY:**

Goal(s):

a. Create an "efficient" yet effective City government organization

b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding

c. Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as the Stanislaus County Fair, California State University Stanislaus, and the Turlock Unified School District.

- Interregional cooperation for the benefit of the City of Turlock and participating agencies and businesses

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Cost neutral

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Council could choose to not enter into an agreement of this kind.

B) Council could choose to modify the agreement.

AGREEMENT BETWEEN
THE CITY OF TURLOCK
and
THE CITY OF NEWMAN
for
CITY ATTORNEY LEGAL SERVICES

THIS AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES ("Agreement") is entered into as of November 12, 2013 ("Effective Date") by and between the **CITY OF TURLOCK**, a California Municipal Corporation ("TURLOCK"), and the **CITY OF NEWMAN**, a California Municipal Corporation ("NEWMAN"). TURLOCK and NEWMAN are each a "Party" and together are the "Parties" to this Agreement.

NEWMAN requires the services of legal counsel with specialized expertise in California public agency and municipal law to serve as NEWMAN's City Attorney, TURLOCK, through the staff of its City Attorney's Office, has personnel who are qualified to provide such services, and the Parties are authorized to contract for such services under California Government Code section 54980 and following.

The Parties therefore agree as follows:

1. Scope of Services. TURLOCK shall provide City Attorney legal services to NEWMAN, subject to the direction of NEWMAN's City Council and City Manager, as outlined in the attached ***Exhibit A***.

2. Duties. NEWMAN agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for TURLOCK to effectively render its professional services under this Agreement. NEWMAN further agrees to abide by this Agreement and to pay, in a timely manner, TURLOCK's bills for fees, costs, and expenses.

3. Term. The term of this Agreement shall be from the Effective Date until terminated in accordance with the terms of this Agreement, or upon expiration of three (3) years from the Effective Date, whichever occurs first.

4. Consideration. As full consideration for the work to be performed by TURLOCK, NEWMAN shall pay TURLOCK based upon the hourly rates for its attorney(s) assigned to assist NEWMAN to be paid upon submission and approval of invoices. Hourly rates for TURLOCK are attached hereto as ***Exhibit B***. NEWMAN shall pay or reimburse TURLOCK for all of TURLOCK's out-of-pocket expenses, including, but not limited to, travel expenses, photocopying, overnight delivery, and messenger services, at the rates shown on ***Exhibit B***.

5. Records. TURLOCK shall maintain accounting records and other evidence pertaining to the costs incurred and shall make the records available to authorized representatives of NEWMAN or other governmental agency or district authorized by NEWMAN to inspect such records. These records shall be available at all reasonable times during the Agreement period and for four (4) years from the date of final payment for work performed hereunder.

6. Key Personnel. All of the services required hereunder shall be performed by TURLOCK or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services. Any change in the key personnel shall be subject to the advanced written approval of NEWMAN. The following are the key personnel for the subject of this Agreement:

> Phaedra A. Norton, Turlock City Attorney, who shall serve as the City Attorney for NEWMAN ("Attorney").

7. Authorized Representative. NEWMAN's City Manager or other authorized representative shall represent NEWMAN in all matters pertaining to the services rendered by TURLOCK under this Agreement. All documents and requests for information shall be submitted through this representative and NEWMAN will cooperate with Attorney and TURLOCK in all matters relating to this Agreement in such manner as will result in the performance of such work without delay.

8. Termination.

a. Either party may terminate this Agreement at any time, with or without cause, upon ten (10) calendar days' written notice.

b. NEWMAN may, at any time at its discretion, abandon or suspend any portion of work to be done under the terms of this Agreement.

c. In the event of NEWMAN's abandonment or suspension of TURLOCK's work under this Agreement, or in the event of the termination of this Agreement, TURLOCK shall stop work at the stage directed by NEWMAN and shall deliver to

NEWMAN all reports, plans, and other information developed as of such stage. TURLOCK shall also cancel all orders for goods or services connected with this Agreement which have not been delivered or received.

d. TURLOCK shall accept as full payment for the services rendered and for all work performed and goods and services received at the time of termination, abandonment, or suspension of the work to be performed hereunder and in complete satisfaction of any and all claims against NEWMAN accruing to TURLOCK by reason of the abandonment or suspension of work or termination of this Agreement, payment for actual work performed in a reasonable amount determined by mutual agreement of the Parties.

9. Equal Opportunity Assurance. During the performance of this Agreement, TURLOCK agrees as follows:

a. TURLOCK will not discriminate against any employee or applicant for employment because of race, sex, creed, physical handicap, color, sexual orientation, or national origin. TURLOCK will take affirmative action to ensure that employees are treated equally without regard to race, gender, creed, physical handicap(s), color, sexual orientation, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs and terminations, rates of pay or other forms of compensation; and selection for training, including apprenticeship. TURLOCK agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. In the event of TURLOCK's noncompliance with the nondiscrimination clause of this Agreement, this Agreement may be cancelled, terminated, or suspended in whole or in part.

10. Insurance. TURLOCK shall, at its own expense, procure and maintain in full force at all times during the term of this Agreement the following insurance, which shall be provided on an occurrence basis (except for Professional Liability, which may be on a claims-made basis). Proof of insurance shall be provided to NEWMAN upon request.

a. Commercial General Liability Insurance. TURLOCK shall maintain limits of no less than Two Million Dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

b. Automobile Liability Insurance Coverages. TURLOCK shall procure automobile liability insurance covering all vehicles used in the performance of this Agreement providing a One Million Dollar ($1,000,000) combined single limit per occur-

rence for bodily injury, personal injury, and property damage which may arise from the activities of TURLOCK in performing this Agreement.

c. Compliance with State Workers' Compensation Requirements. TURLOCK shall insure itself against liability for Workers' Compensation pursuant to the provisions of California Labor Code Section 3700 *et seq.*

d. Professional Liability Insurance Requirements. TURLOCK shall maintain professional liability insurance with coverage for negligent acts, errors, or omissions committed by TURLOCK and its agents and employees in the course of work performed for NEWMAN under this Agreement in limits of not less than One Million Dollars ($1,000,000.00).

11. Indemnification. TURLOCK shall indemnify, defend, and hold harmless NEWMAN against and from any and all claims or suits for damages or injury arising from TURLOCK's performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by TURLOCK in conjunction with the performance of this Agreement, and shall further indemnify, defend, and hold harmless NEWMAN against and from any and all claims or suits arising from any breach or default of any performance of any obligation of TURLOCK hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

NEWMAN shall indemnify, defend, and hold harmless TURLOCK against and from any and all claims or suits for damages or injury arising from NEWMAN's performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by NEWMAN in conjunction with the performance of this Agreement, and shall further indemnify, defend, and hold harmless TURLOCK against and from any and all claims or suits arising from any breach or default of any performance of any obligation of NEWMAN hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

12. Independent Contractor. TURLOCK is an independent contractor retained by NEWMAN to perform the work described herein. All personnel employed by TURLOCK, including subcontractors and personnel of said subcontractors approved by NEWMAN, are not and shall not be deemed to be employees of NEWMAN. TURLOCK and approved subcontractors shall comply with all State and Federal laws pertaining to employment and compensation of their employees or agents, including the provision of Workers' Compensation. NEWMAN shall not, under any circumstances, be liable to TURLOCK or any person or persons acting for it for any death, injury, or property destruction or damage received or claimed relating to or stemming from the activities undertaken pursuant to this Agreement.

13. Professional Responsibilities – Duty of Loyalty, Ethical Conflicts of Interests. As an attorney licensed to practice law in the State of California, Attorney is governed by specific rules relating to legal representation of clients when actual or potential conflicts of interest exist. (See Rule 3-310 of the Rules of Professional Conduct of the State Bar of California.) More specifically, Paragraph (B) of Rule 3-310 provides:

> (B) [An attorney] shall not accept or continue representation of a client without providing written disclosure to the client where:
>
> (1) The [attorney] has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or . . .
>
> (3) The [attorney] has or had a legal, business, financial, professional, or personal relationship with another person or entity the [attorney] knows or reasonably should know would be affected substantially by resolution of the matter; or
>
> (4) The [attorney] has or had a legal, business, financial, or professional interest in the subject matter of the representation.

In addition, subdivisions (C)(1) and (C)(2) of Rule 3-310 require Attorney to obtain informed written consent from both TURLOCK and NEWMAN in a matter in which the "interest of the clients *potentially* conflict," or in a matter in which the "interests of the clients *actually* conflict." Furthermore, pursuant to Rule 3-310, subdivision (E), Attorney must obtain the informed consent of both clients before representing an entity adverse to either's interests, "where, by reason of representation" of a client, Attorney has "obtained confidential information material to the employment" of Attorney by that other party.

The strictures against dual representation have been interpreted to include a "duty of loyalty" to the client which in limited circumstances may prohibit the Attorney from accepting or continuing representation of a client which is adverse to another client even in unrelated matters without the informed written consent of each client. In cases of multiple client representation, there is a risk of divided or at least shared attorney-client loyalties. Although Attorney is not currently aware of any actual adverse effects of such divided or shared loyalty, it is possible that issues may arise as to which Attorney's representation of NEWMAN may be materially limited by Attorney's representation of TURLOCK, and vice versa. In the event of a dispute between TURLOCK and NEWMAN concerning future matters, the attorney-client privilege generally will not protect communications that have taken place between or among the clients and attorneys in Attorney's office. Anything TURLOCK or NEWMAN discloses to Attorney may be disclosed to the other party, and vice versa. Additionally, if a dispute or conflict develops

between TURLOCK and NEWMAN, then in the absence of informed written consent from each, either client generally would be able to disqualify Attorney from representing the other client with respect to such conflict or dispute.

As of the Effective Date, TURLOCK and NEWMAN do not believe that Attorney's representation of TURLOCK would involve any actual or current conflict of interest that would interfere with Attorney's ability to serve as NEWMAN's counsel or compromise Attorney's ability to represent NEWMAN's interests. Although the Parties are not aware that there is a current conflict, out of an abundance of caution, Attorney has asked and the Parties, by their signatures to this Agreement, have consented to Attorney's representation of both TURLOCK and NEWMAN.

Due to the fact that the Attorney's office is established by law to provide legal services to TURLOCK officers, agencies and departments, and has in addition undertaken to provide legal services to NEWMAN by reason of this Agreement, the legal interests of TURLOCK generally may *potentially* conflict in a matter with the legal interests of NEWMAN. With full knowledge of Rule 3-310 of the Rules of Professional Conduct of the State Bar of California, by executing this Agreement, NEWMAN AND TURLOCK acknowledge their respective understanding of and waive these potential conflicts of interests and provide their informed written consent to Attorney's simultaneous and separate representation of each Party.

TURLOCK's engagement by NEWMAN under this Agreement is also understood as entailing NEWMAN's consent to representation by the Attorney's office of the Attorney's other present or future clients (including TURLOCK) in "transactions," including litigation, in which Attorney has not been engaged to represent NEWMAN and in which NEWMAN has other counsel, and in which one of Attorney's other clients, such as TURLOCK, would be adverse to NEWMAN in matters unrelated to those that Attorney is handling for NEWMAN. In this regard, NEWMAN is aware of Attorney's past and on-going representation of TURLOCK and TURLOCK's officers, agencies, departments, other boards and bodies, and TURLOCK's affiliated agencies (collectively, "TURLOCK") in matters which are not currently adverse to NEWMAN. The Parties are not aware of any current adversity between TURLOCK and NEWMAN. Given the nature of Attorney's relationship with TURLOCK, however, NEWMAN understands and accepts Attorney's need to preserve its ability to represent TURLOCK on current matters and matters which may arise in the future, including matters adverse to NEWMAN, provided that Attorney would only undertake such representation of TURLOCK under circumstances in which Attorney does not possess confidential information of NEWMAN's relating to the transaction, and TURLOCK would staff such a project with one or more attorneys who are not engaged in NEWMAN's representation. In such circumstances, the attorneys in the two matters would be subject to an ethical wall, screening them from communicating with each other regarding their respective engagements. By execution of this Agreement, it is agreed that NEWMAN and TURLOCK waive any conflicts of interest, consent to Attorney's continued representation of TURLOCK and Attorney's other clients under

those circumstances, and NEWMAN agrees not to assert any such conflict of interest or to seek to disqualify Attorney from representing TURLOCK or Attorney's other clients under those circumstances, notwithstanding any adverse that may develop between NEWMAN and TURLOCK or other of Attorney's clients.

Each Party acknowledges that it has had an opportunity to consult with independent legal counsel about the import of Attorney's proposed representation of both TURLOCK and NEWMAN and the significance and effect of the written consent to such representation and waiver of conflicts embodied in the execution of this Agreement, and has satisfied itself as to those matters before signing this Agreement. Each Party further acknowledges its understanding that it may at any time during the term of this Agreement consult with independent legal counsel about those matters and, in its sole discretion, may withdraw or modify its consent to such representation and waiver of conflicts at any time.

14. Attorney-Client Relationship. It is understood and agreed that a separate attorney-client relationship will exist between the Attorney and NEWMAN as a result of this Agreement. However, the Parties agree that, due to the common legal issues shared by NEWMAN and TURLOCK, the Attorney may in appropriate instances share its opinions and advice and other information of general interest with the either or both clients, and whenever the Attorney does so will preserve the confidentiality of personnel or other information protected by law.

15. Notices. Any notices or other communication required or permitted hereunder or by law to be delivered to, served on, or given to either Party shall be in writing and shall be deemed properly delivered to such Party at the earliest of (i) the date actually received; (ii) three (3) business days after deposit in the United States mail, postage paid, certified or registered, addressed to the respective Party at the address identified below; or (iii) one (1) business day if delivered by a commercial service which guarantees next-business-day delivery. Permitted delivery methods include commercial delivery services, facsimile transmission, electronic mail (email), or certified, registered, or postage prepaid United States mail, when received or refused. Either Party may change its address for purposes of notice by giving written notice of such change of address, which shall become effective 5 business days after giving notice of the change.

Notices to NEWMAN shall be given to: Michael Holland, City Manager
Newman City Hall
938 Fresno Street
P.O. Box 787
Newman, CA 95360
Phone: (209) 862-3725
Fax: (209) 862-3199
E-mail: mholland@cityofnewman.com

Notice to TURLOCK shall be given to: Roy Wasden, City Manager
City of Turlock
156 S. Broadway, Ste. 230
Turlock, CA 95380-5454
Phone: (209) 668-5540
Fax: (209) 668-5529
E-mail: rwasden@turlock.ca.us

16. Assignment. NEWMAN is entering into this Agreement in consideration of the rendition by TURLOCK of the services required herein. TURLOCK shall not assign any of the duties, responsibilities, or obligations of this Agreement to any other firm, company, agency, entity, or individual, except with the express advanced written consent of NEWMAN.

17. Amendment. This Agreement may be amended, modified, or changed by the Parties provided that said amendment, modification, or change is in writing and approved by both Parties.

18. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the provision of City Attorney legal services. No promise, representation, warranty, or covenant not included in the Agreement has been or is relied upon by either Party.

19. Invalidity of Any Provision. If any provision of this Agreement as applied to either Party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

20. Counterparts. The Parties may sign this Agreement, in counterpart such that each document, when all signatures are appended together, will constitute a fully signed original or copy thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

CITY OF TURLOCK

By: _____
Roy W. Wasden, City Manager

CITY OF NEWMAN

By: _____
Michael Holland, City Manager

EXHIBIT A

Scope of Services

TURLOCK's City Attorney ("Attorney") shall serve as transactional City Attorney for NEWMAN and render such day-to-day legal advice as is customarily rendered by a transactional City Attorney. The Attorney shall not attend meetings of the NEWMAN City Council, Planning Commission, Community Redevelopment Successor Agency, and other boards and bodies of NEWMAN, and its affiliated agencies. Representation may include drafting and reviewing ordinances, resolutions and NEWMAN agreements, and consulting with or advising NEWMAN staff on legal issues that arise within their areas of operation, and generally advising the NEWMAN City Council and NEWMAN staff concerning the transactional, day-to-day legal affairs of NEWMAN.

Attorney is prepared to, and will, provide representation to NEWMAN in all of its legal affairs, including, but not limited to, municipal law, tort defense, labor representation, criminal prosecution, redevelopment, finance, franchising, contract representation and other matters, except where conflicts exist or where Attorney recommends the use of special counsel. Attorney shall manage and oversee the representation of NEWMAN in initiating and defending all litigation and in the use of special counsel.

Attorney will perform all of these duties as directed by NEWMAN, and Attorney will keep the NEWMAN City Council and the City Manager informed as to the progress and status of all pending matters. Only the NEWMAN City Council or the NEWMAN City Manager can authorize Attorney to perform legal services under this Agreement. Attorney will manage and control the delivery of legal services in a competent, professional, and cost-effective manner. Where appropriate, Attorney may from time to time recommend the use of special counsel and NEWMAN shall engage the use of special counsel when recommended by Attorney. In that event, Attorney shall coordinate the work of special counsel. Notwithstanding the foregoing, Attorney shall not be responsible for any pending litigation matter(s) until Attorney has specifically appeared in the matter as attorneys of record on behalf of NEWMAN.

In addition to regular telephone, mail and other common business communication methods, NEWMAN authorizes Attorney to use facsimile transmissions, cellular telephone calls and unencrypted email, and other computer transmissions in communicating with NEWMAN. Unless otherwise instructed by NEWMAN, any such communications may include confidential information.

EXHIBIT B

Billing Rates

NEWMAN shall compensate TURLOCK for legal services provided within the scope of services as follows:

From the Effective Date through June 30, 2014, NEWMAN shall pay to TURLOCK a flat rate of One Thousand and no/100ths Dollars ($1,000.00) per month for attorney services. If the work performed by Attorney exceeds ten (10) hours, NEWMAN shall pay TURLOCK an hourly rate of One Hundred Fifty and no/100ths Dollars ($150.00), including travel time, and mileage at the then-current IRS standard rate.

In addition to paying legal fees, NEWMAN shall reimburse TURLOCK for customary and reasonable costs and expenses incurred by TURLOCK in the course of providing legal services to NEWMAN. Costs will include, but are not limited to, all third Party expenses, duplicating, long distance telephone, postage charges, delivery charges, computerized legal research, facsimile charges, and filing fees. Except as provided above, TURLOCK will charge NEWMAN for travel time at the then-current hourly rates, and for mileage, at the then-current IRS standard rate, to and from NEWMAN's offices and other locations connected with services under this Agreement. TURLOCK shall prorate NEWMAN's travel time charges if the assigned attorney(s) travel for two or more clients on the same trip.

TURLOCK shall render to NEWMAN a statement for flat fees for services and costs incurred every calendar month and for services rendered over ten (10) hours. NEWMAN shall pay TURLOCK's statement within thirty (30) calendar days after issuance of each statement. Each statement shall clearly indicate the basis of the fees, including the working attorney, hours worked, hourly rate (or flat meeting rate) and a brief description of the work performed, and a description of costs charged.

TURLOCK will exercise discretion to use whichever attorneys and staff that it determines best suited to the rendering of legal services to NEWMAN in a competent and economically efficient manner.

Third Party Costs and Expenses: TURLOCK may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). Upon advance approval of NEWMAN's City Manager and proper documentation, NEWMAN shall pay directly or reimburse TURLOCK for directly incurred out-of-pocket disbursements, costs, and expenses of providing said services.

RECEIVED

OCT 23 2013

CITY OF TURLOCK INC. 1908

CLAIM FORM

(Please type or print)

Admin 5Y 365

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: City of turlock
(Name of Entity)

Claimant's name: Margarito Dominguez Jr

SS#: [redacted] **DOB:** 9/10/83 **Gender:** Male ✓ Female ___

Claimant's address: 949 Patzer St Livingston CA 95334

Claimant's Telephone Number(s): (209) 631-8394

Address where notices about claim are to be sent, if different from above: ___

Date of incident/accident: Oct 2 2013

Date injuries, damages, or losses were discovered: Oct 2, 2013

Location of incident/accident: Wayside street between Denair and Mitchell

What did entity or employee do to cause this loss, damage, or injury? pot hole in street

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? City of turlock

What specific injuries, damages, or losses did claimant receive? Bent wheel front passanger side wheel

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed : $ 360.

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

☒ **DOES NOT EXCEED $25,000** ☐ **EXCEEDS $25,000** [see Government Code 910(f)]

How was this amount calculated (please itemize)? ___

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 10/23/13 **Signature:** [signature]

If signed by representative:

Print Representative's Name ___ Telephone ___

Address ___

Relationship to Claimant ___

DIAGRAMS

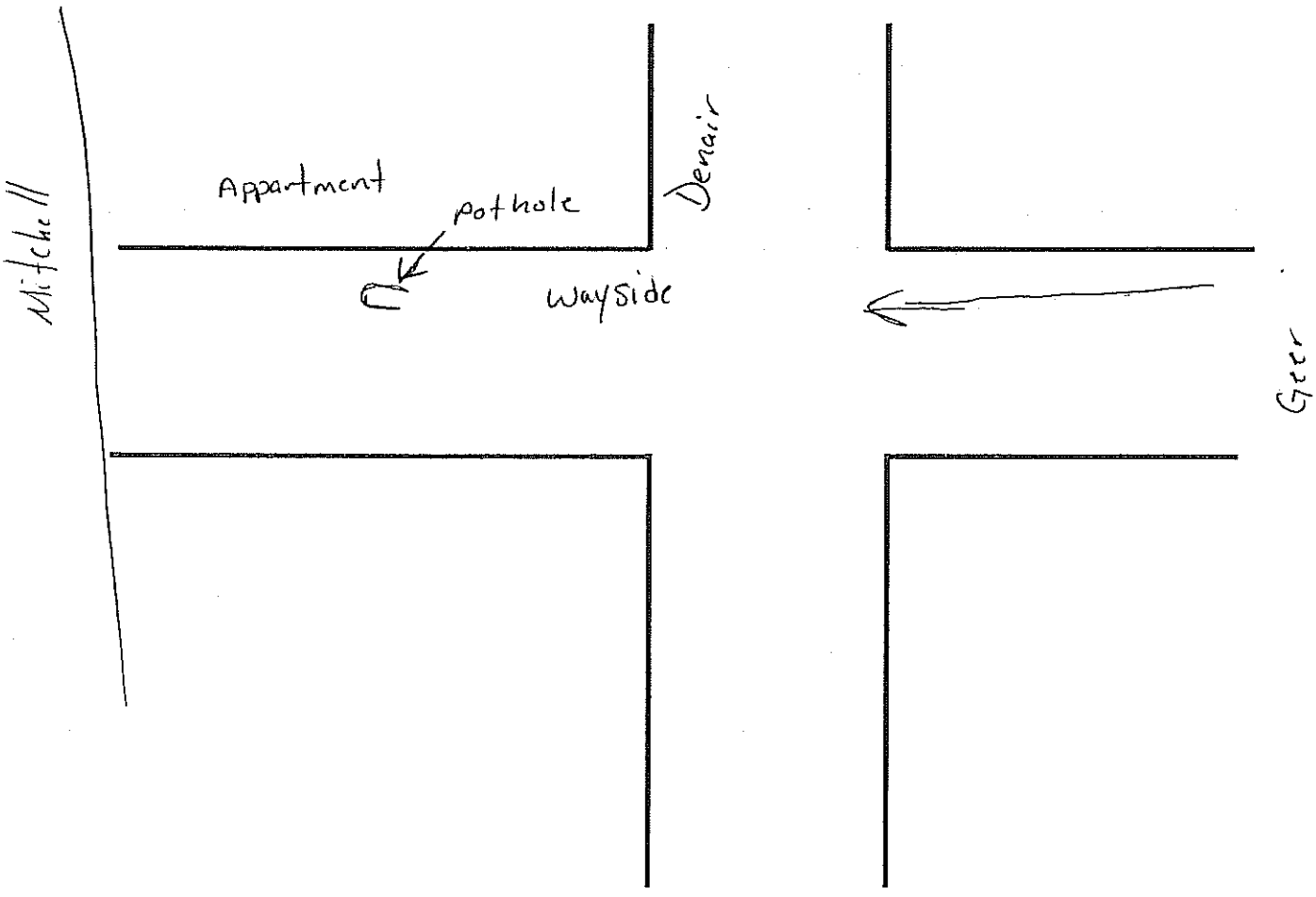
General Diagram

North

I was driving from Geer tun to waysid. Could not See pot hole on Street

Street Incidents

North



757908

Invoice

SOLD TO	SHIP TO
ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP

Tire Sho
Industrial
Livingston, CA 95
Phone: 209-394-08

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
	1	24 inch wheel	$	319.22	
		24X 10 N°7 shiping	$	40.00	
		Deposit $60.00			
				Total	$359.22

A-5840 T-46706/46721

01-11

RECEIVED
OCT 28 2013
CITY ATTORNEY

6A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REPEALING TURLOCK MUNICIPAL CODE TITLE 8, CHAPTER 11, REGARDING CAPITAL FACILITIES FEES, AND ADOPTING A NEW TITLE 8, CHAPTER 11	ORDINANCE NO. -CS

WHEREAS, Government Code Section 66000 et seq., also known as the "Mitigation Fee Act", sets forth the procedures and requirements for establishing, increasing, or imposing a fee as a condition of approval of a development project by a local agency; and

WHEREAS, the City of Turlock adopted a Capital Facilities Fee ordinance, Chapter 8-11 of the Turlock Municipal Code, on May 23, 1996; and

WHEREAS, the City of Turlock desires to update the ordinance consistent with current State Law and local practice.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. REPEALED: Title 8, Chapter 11 is hereby repealed in its entirety.

SECTION 2. ADDITION: Title 8, Chapter 11 is hereby added to read as follows:

8-11-01 Title.

This chapter shall be known and may be cited as the "Capital Facilities Fees Law of the City of Turlock."

8-11-02 Purpose.

The provisions of this chapter are adopted to promote the public health, safety, peace, morals, comfort, convenience, and general welfare of the citizens of the City and to implement the goals and objectives of the General Plan of the City. Particularly, the provisions of this chapter are adopted for the following reasons:

(a) To provide an adequate and constant method for the financing of the unfunded costs of capital improvements that are reasonably related to projected community growth;

(b) To promote the orderly and efficient development of public improvements to adequately meet the domestic and economic needs of the community and to minimize adverse fiscal and environmental impacts of new development;

(c) To provide the public services necessary to support new development, including, but not limited to, police, fire, parks, and general administrative services;

(d) To establish equitable methods for distributing the costs of capital improvements to new development; and

(e) To comply with the provisions of California Government Code Section 66000 et seq. (Mitigation Fee Act).

8-11-03 Definitions.

For the purposes of this chapter and the resolutions adopted pursuant thereto, unless otherwise apparent from the context, certain words and phrases used in this chapter and such resolutions are defined as follows:

(a) "Capital facilities fee" means the fee charged to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project consistent with Government Code Section 66000(b).

(b) "Capital Facilities Fee Nexus Study" means the technical report prepared pursuant to California Government Code Section 66000 et seq. (Mitigation Fee Act) that establishes the amount of the capital facilities fee to be included in the Capital Facilities Fee Program to be charged to development projects by development type to fund the capital improvements identified in the capital improvement plan.

(c) "Capital Facilities Fee Program" means the program adopted by the Turlock City Council that includes the amount of the fee to be charged to development projects by development type including any quarterly, annual, or five (5) year adjustments or updates.

(d) "Capital improvement" means and includes the following:

(1) Any building, structure, transportation facility, or other improvement constructed or renovated by the City upon property owned by or under its control, as well as the associated permitting, design, and inspection costs; and

(2) Any initial equipment or piece of equipment necessary to service new growth or new development; and

(3) Planning, financing, feasibility, and/or engineering studies or plans required for improvements listed in subsection (1) and (2), or to maintain the General Plan.

(e) "Capital Improvement Plan" means the list of identified capital improvements identified in the General Plan (or Master Plan) that indicates the approximate location, size, time of availability, and estimates of cost for all facilities or improvements to be financed with the capital facilities fees.

(f) "Development projects" or "Development" means the construction, alteration, or addition of any building, structure, or area, or a change of use of any existing building, structure, or area, or any portion thereof, as defined by the Capital Facilities Fee Nexus Study.

(g) "Development type" shall be the category of the use or activity that is conducted within the building, structure or area as determined by the Fee Nexus Study, such as residential, commercial, industrial, or mixed uses.

(h) "Residential accessory structure" is any permanent building or structure, enclosed or non-enclosed, that:

(1) is subordinate to and serves the principal residence; and

(2) is subordinate in area, extent, or purpose to the principal residence; and

(3) contributes to the comfort, convenience, or necessity of the residents; and

(4) is located on the same lot as the principal residence.

(i) "Temporary structure" is a structure that can be readily and completely dismantled and removed from the site between periods of actual use.

(j) "Unfunded costs for capital improvements" shall mean those expenses and costs which are reasonably related to projected community growth and development and which the Council determines there are not adequate City funds and/or resources to finance such improvements.

8-11-04 Applicability and exemptions.

(a) Except as otherwise expressly provided by this chapter, the Capital Facilities Fee Program required hereunder shall be payable by all development projects within the City and its approved Sphere of Influence for which building permits or other entitlements are issued.

(b) The following development projects shall be exempt from the Capital Facilities Fee program:

(1) Buildings used as a public school, college or university operated by a public school district, community college district, or the California State University as defined under the California Education Code, unless the fee is otherwise authorized by local, State, or federal law.

(2) Public buildings and uses owned and operated by the City of Turlock and the County of Stanislaus, unless the fee is otherwise authorized by local, State, or federal law.

(3) Reconstruction or replacement of any permitted building or structure that does not exceed the documented total floor area and there is no change in use.

(4) Re-occupancy of square footage in an existing building or structure when there is no change of use as defined by Capital Facilities Fee Nexus Study.

(5) Square footage of outdoor dining in the public right-of-way.

(6) Residential accessory structures as defined in this chapter.

(7) Temporary structures as defined in this chapter.

(8) For nonresidential development, a change of use within an existing building, structure, or area, or any portion thereof, where there is no increase in the total square footage of the use for which the fee was paid and the use has operated for a minimum of three (3) years as demonstrated by: a) obtaining all of the necessary federal, State, and local permits to operate; (b) obtaining and maintaining an active business license from the City of Turlock during the entire period (including reporting of gross receipts); and (c) any other evidence deemed necessary by the City Engineer.

(9) Any development project that is not listed as exempt but which nonetheless, in the opinion of the City Engineer, does not increase the demand upon city facilities funded by the fee. The City Engineer may pro-rate the amount of the fee based upon the project's anticipated impact upon the subject facility or facilities.

8-11-05 Fee Rate and Calculation.

(a) The Council shall establish a Capital Facilities Fee Program by resolution to be paid by all development projects pursuant to the Government Code Section 66000 et seq.(Mitigation Fee Act).

(b) The Capital Facilities Fee Program adopted by the City Council shall be consistent with the provisions of this chapter and the Capital Facilities Fee Nexus Study, and shall be established and amended from time to time by a resolution of the City Council.

(c) The following shall apply to the Capital Facilities Fee Program:

(1) The amount of the capital facilities rate shall be automatically adjusted on a quarterly basis starting January 1 of each year based on the Engineering New Record Construction Cost Index.

(2) Up to five (5%) percent of the total amount of the Capital Improvement Plan may be charged to cover the ongoing administrative costs of administering and implementing the Capital Facilities Fee Program, and shall be included in the Capital Facilities Fee Program.

(3) The Capital Facilities Fee Program shall be evaluated every five (5) years following its enactment to reflect the projected revenues compared to the cost of the capital improvements identified within the capital improvement plan.

(4) For residential projects, the fee shall be established on a per unit basis based upon the land use density established in the Turlock Zoning Regulations, Title 9 of this Code.

(5) For nonresidential projects, the fee shall be based upon the predominant use of the building, structure, or area, as identified in the building permit or improvement plans, and the total square footage of the building, structure, and/or floor area.

(6) For mixed development consisting of one or more development types, the fee shall be based on the sum of the following:

(i) For the portion that is residential, the amount based on the applicable per unit fee established pursuant to subsection (4).

(ii) For the portion that is nonresidential, the amount based on square footage of development pursuant to subsection (5).

(7) Any development on property on which a building or structure, legally in existence, was demolished or on which the use of an existing structure changes to a more intensive use shall pay a prorated fee equal to the fee calculated pursuant to this chapter that is applicable to the new development, less the fee applicable to the prior development.

8-11-06 Designation of development type.

The City Engineer, or his/her designee, shall be responsible for determining the development type to be assigned to each development project. The City Engineer shall assign such categories as consistently as possible with the definition of such categories established pursuant to this chapter.

8-11-07 Timing of fee payment.

(a) In accordance with Government Code Section 66007, or any applicable successor statues, the fee shall be charged and paid for each residential development upon the date of final inspection, or issuance of the certificate of occupancy for such residential development, whichever is earlier. However, if the fee is to reimburse the City for expenditures previously made, or if the City determines that the fee will be collected for facilities for which an account has been established and funds appropriated and for which the City has adopted a proposed construction schedule prior to issuance of the building permit for such residential development, then the fee shall be charged and paid upon issuance of the building permit for such residential development.

(b) Notwithstanding subsection (a), the fee for a residential development proposed by a nonprofit housing developer in which at least forty-nine percent (49%) of the total units are reserved for occupancy by lower income households, as defined in Health and Safety Code Section 50079.5, or any applicable successor statues, at an affordable rent, as defined in Health and Safety Code Section 50053, shall be paid in accordance with the procedures described in Government Code Section 66007(b)(2)(A)-(B), or any applicable successor statues.

(c) The fee shall be charged and paid for each nonresidential development upon issuance of the building permit for such nonresidential development.

(d) The fee shall be charged and paid for each mixed development upon the times specified in this section that apply to such mixed development. For example, if a mixed development includes residential development and nonresidential development, and the fee is to reimburse the City for expenditures previously made, or the City has made the required determination to permit requiring payment of the fee upon issuance of the building permit, and the procedures in Government Code section 66007(b)(2)(A)-(B), or any applicable successor statues, do not apply, the fee as applicable to the entire mixed development shall be paid upon issuance of the building permit for the mixed development. If a mixed development includes residential and nonresidential development, and the fee is not to reimburse the City for expenditures previously made or the City has not made the required determination to permit requiring payment of the fee upon issuance of the building permit, the fee as to the residential portion of the mixed development shall be paid upon the earlier of the date of final inspection or issuance of the certificate of occupancy for such residential portion, and the fee as to the nonresidential portion of the mixed development shall be paid upon issuance of the building permit for such nonresidential portion.

8-11-08 Deferrals.

(a) The City Council may adopt a fee deferral program, or programs, to allow specific development types to pay capital facility fees over a period of time. The City Council will adopt the terms, duration, and applicability of the fee deferral program(s) by resolution and the program shall take effect immediately upon its adoption.

(b) The deferred amount will be subject to escalation in accordance with the provision of Section 8-11-05(c)(1) of this chapter.

(c) Interest shall be paid on the deferred amount as set forth in the City Council resolution.

8-11-09 Credits and reimbursements.

(a) The City and a developer may enter into an improvement agreement to allow the developer to construct or purchase certain capital improvements identified in the capital improvement plan. Entering such an agreement is in the City's sole discretion. Such agreement shall include security for the developer's commitment to construct the capital improvements and shall refer to this chapter for credit and reimbursement.

(b) The amount of the credit shall be based on the approved engineering cost submitted by the developer, except that said credit shall not be more than the engineering cost estimates used to establish the amount of the fee as approved by the City Engineer.

(c) Should the developer construct capital improvements in excess of the capital facility fee obligation, the developer shall be reimbursed for the difference between the amount of the credit as determined in the provision of Section 8-11-09(b) and the amount of the capital facility fee obligation for the development project. Reimbursements shall be enacted through a two-party agreement including the developer and the City of Turlock.

8-11-10 Administration.

(a) Capital facilities fees collected pursuant to this chapter shall be placed in Capital Facilities Fee Funds which shall be comprised of five (5) accounts, Police Safety Facilities, Fire Safety Facilities, General Government, Transportation, and Administration, to be used for constructing, improving, extending, or purchasing designated capital improvements as set forth in the Capital Improvement Plan of the Capital Facility Fee Program.

(b) The City Manager shall have the authority to make loans between the Capital Facilities Fee Funds to assure adequate cash flow. Interest charged on each loan shall be based upon the Local Agency Investment Fund rate in effect at the time of the loan and shall be deposited into the account providing the loan.

(c) The City Manager, or his/her designee, shall comply with the public reporting requirements for the funds collected through this chapter pursuant to Government Code Sections 66006, or any applicable successor statues.

(d) In the fifth fiscal year following the first deposit of impact fees into a Fund, and every five (5) years thereafter, the City Council shall make the findings required by Government Code Section 66001, or any applicable successor statute, with respect to any monies remaining unexpended in a Capital Facilities Fee Fund. The City shall also comply with the provisions of Government Code Section 66001(e) and (f), or any applicable successor statues, for refunding unexpended revenues.

8-11-11 Master Plan Fee Programs.

(a) Master plan fees shall be established to pay for the cost of backbone infrastructure improvements required to support the development of a master plan area identified in the General Plan or the environmental mitigation measures identified in a master plan environmental document.

(b) Such fees shall be administered in accordance with this chapter and deposited into separate account(s) to be used for designated capital improvements as set forth in the Master Plan Fee Nexus Study and in the applicable Master Plan.

SECTION 3. ENVIRONMENTAL DETERMINATION. The City Council finds that the ordinance will not have a significant effect on the environmental and hereby determines that the action is exempt pursuant to Section 15061(b)(3) [General Rule] of the California Environmental Quality Act (CEQA) Guidelines.

SECTION 4. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 5. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 12th day of November, 2013.

_____
JOHN S. LAZAR, Mayor

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

6B

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 6, CHAPTER 4, ARTICLE 14, SECTION 01, REGARDING DIRECTOR RESPONSIBLE FOR ENFORCEMENT	ORDINANCE NO. -CS

WHEREAS, the Regional Water Quality Control Board and United States Environmental Protection Agency require compliance with all applicable discharge limitations; specifically, National Pollutant Discharge Elimination System (NPDES) permit limitations; and

WHEREAS, the adoption of the Enforcement Response Plan ensures compliance with the City's NPDES permit; and

WHEREAS, the language in the Turlock Municipal Code needs to be updated to reflect the implementation of the City's Enforcement Response Plan.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 6, Chapter 4, Article 14, Section 01 is hereby amended to read as follows:

6-4-1401 Director Responsible for Enforcement.
The Director is hereby charged with implementing and enforcing the City's Enforcement Response Plan and all the provisions of this chapter, as may be amended from time to time by resolution.

SECTION 2. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 3. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2013.

_____
JOHN S. LAZAR, Mayor

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

Council Synopsis

7A

November 12, 2013

From: Michael G. Pitcock, P. E.
Director of Development Services / City Engineer

Prepared by: Rich Fultz
Development Services Supervisor / City Land Surveyor

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Ordering the Vacation Abandonment (AB 13-03) of that certain section of Dianne Drive right-of-way from Fulkerth Road approximately 250 feet south, adjacent to the property at 2618 Fulkerth Road and a portion of the property at 1525 Dianne Drive

2. DISCUSSION OF ISSUE:

In April 2013, the City received approval from Caltrans of its Fulkerth Road and Hwy 99 Project Study Report (PSR). The PSR identifies interchange improvements needed to provide vehicular capacity through build out of the General Plan. Included in the PSR is the requirement to provide a minimum of 400' separation from the HWY 99 southbound on/off ramps to the Dianne Drive along Fulkerth Road. The PSR identified the land purchase required to realign Dianne Drive (AB 13-03) to the west to achieve the intersection separation. See Exhibit A.

The City recently purchased from Turlock Real Estate Investors 1, LLC, a portion of property located at 1525 Dianne Drive (APN 089-019-005). The land was purchased for the purpose of realignment and signalization of Dianne/Automall and Fulkerth intersection.

The next step in the construction of the Dianne Drive realignment is the vacation abandonment of the old alignment. A permanent utility easement will be retained over the abandoned area as City water, sewer and storm drain improvements are in the old alignment. In addition, a temporary access easement will be retained over the area until the construction of the new Dianne Drive can be completed. This will allow the public an access point to Fulkerth Road from Dianne Drive during the design and construction period.

3. BASIS FOR RECOMMENDATION:

A) Per the Municipal Code and the Streets and Highway Code, the City Council must approve all abandoning of public right-of-way.

B) The abandonment is a requirement to complete the above mentioned actions.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

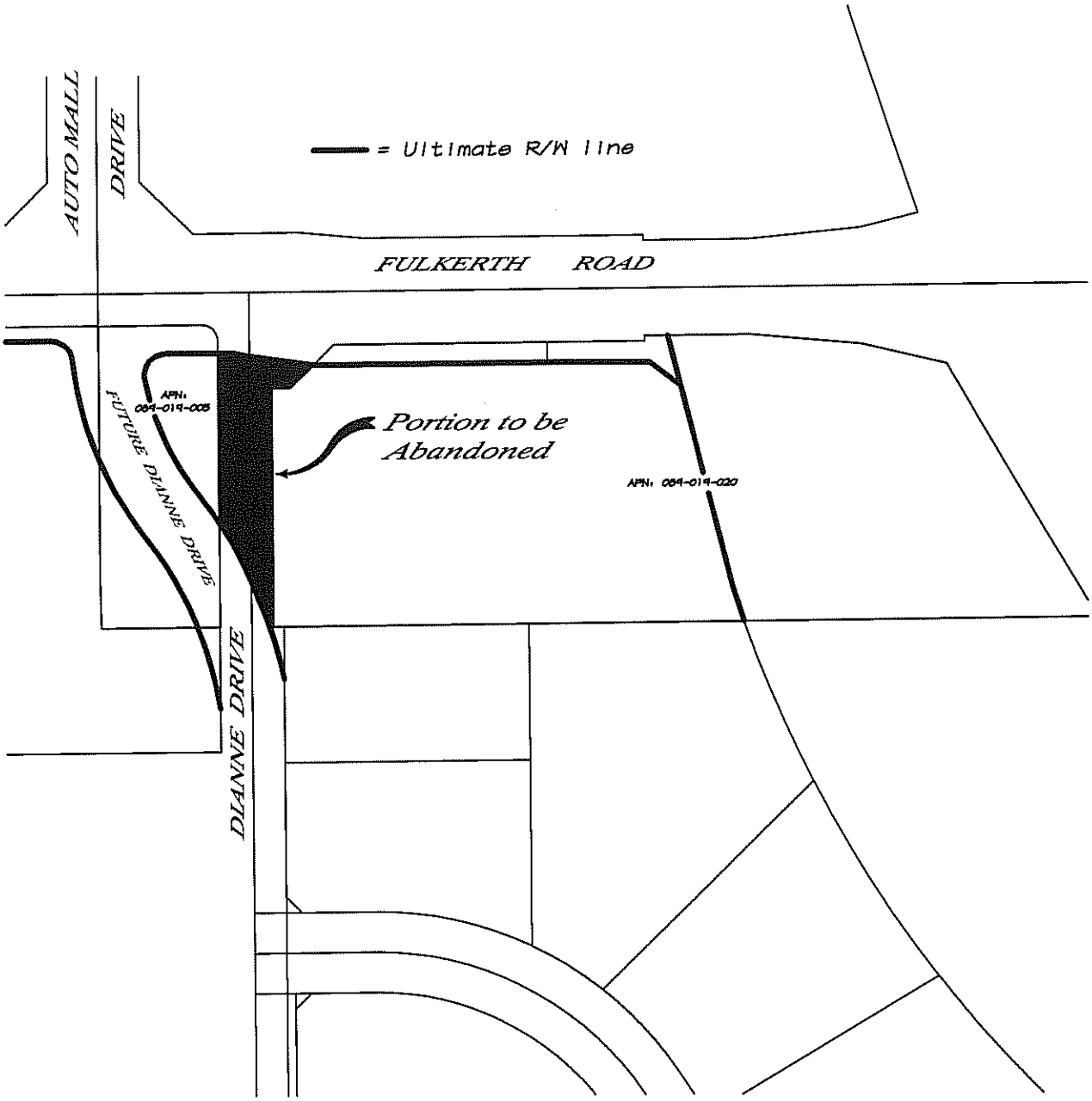
6. ENVIRONMENTAL DETERMINATION:

CEQA §15303 Categorically Exempt

7. ALTERNATIVES:

A) Reject abandonment request. Staff does not recommend this alternative due to the fact that the abandonment is necessary to complete the design improvements which will include the realignment of Dianne Drive and signalization of Dianne/Automall and Fulkerth intersection.

Exhibit A
Dianne Drive Abandonment



Notes:

1. A temporary access easement will be retained during the construction of the new Dianne Drive.
2. A public utility easement will be retained to satisfy the needs of the utility providers.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ORDERING THE VACATION ABANDONMENT (AB 13-30) OF THAT CERTAIN SECTION OF DIANNE DRIVE RIGHT-OF-WAY FROM FULKERTH ROAD APPROXIMATELY 250 FEET SOUTH, ADJACENT TO THE PROPERTY AT 2618 FULKERTH ROAD AND A PORTION OF THE PROPERTY AT 1525 DIANNE DRIVE	**RESOLUTION NO. 2013-**

WHEREAS, on October 8, 2013, the City Council of the City of Turlock duly adopted Resolution No. 2013-174 entitled "In the Matter of Declaring the Intention to Vacate That Certain Section of Dianne Drive (AB 13-03) right of way from Fulkerth Road approximately 250 south, adjacent to the property at 2618 Fulkerth Road also known as Assessor's Parcel Number 089-019-002; and a portion of the property at 1525 Dianne Drive, also known as Assessor's Parcel Number 089-019-005, reserving therein a permanent public utility easement and a temporary access easement" which described the area to be vacated and the date, time and place of hearing persons interested in or objection to said vacation; and

WHEREAS, affidavits of publication of the resolution and of posting the notices of passage of the resolution and the date, time and place of hearing have been received and are on file in the office of the City Engineer; and

WHEREAS, a hearing on the vacation has been held at the date and time for hearing set by the Resolution of Intent, or the date to which said hearing was postponed or continued, and the evidence has been heard and the matter duly considered by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby find from all the evidence submitted that the area as indicated on the attached Exhibit, more particularly described as that certain section of Dianne Drive right-of-way from Fulkerth Road approximately 250 feet south, adjacent to the property at 2618 Fulkerth Road and a portion of the property at 1525 Dianne Drive, is unnecessary for street purposes and hereby orders said area vacated.

BE IT FURTHER RESOLVED that this vacation is made under Division 9, Part 3, Sections 8300 through 8336 of the Streets and Highways Code.

BE IT FURTHER RESOLVED that from and after the date this resolution is recorded the public right-of-way identified herein shall no longer constitute public right-of-way.

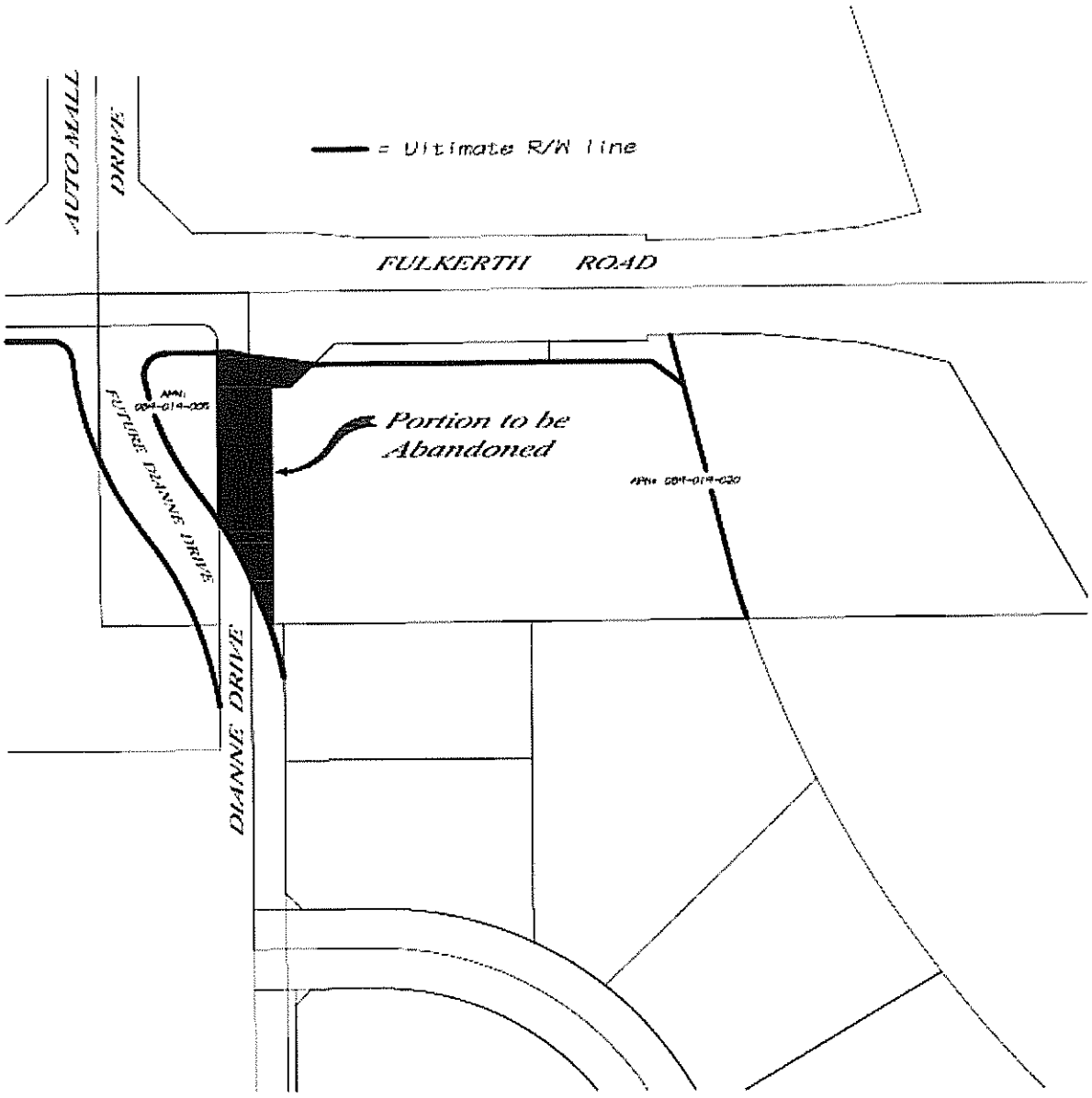
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

Site Map
for:
Dianne Drive Abandonment



Notes:
1. A temporary access easement will be retained during the construction of the new Dianne Drive.
2. A public utility easement will be retained to satisfy the needs of the utility providers.

Council Synopsis

1B

November 12, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services /City Engineer

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting a revision to the City of Turlock's ADA Transition Plan as completed by Sally Swanson Architects, Inc., under City Project No. 11-27, "ADA Self-Evaluation and Transition Plan Update"

2. DISCUSSION OF ISSUE:

On July 10, 2012, the Council awarded an agreement to Sally Swanson Architects, Inc. (SSA), of San Francisco, CA, in the amount of $162,020 for City Project No. 11-27, "ADA Self-Evaluation and Transition Plan Update." The role of SSA under this project was to analyze site conditions throughout the City, identify accessibility barriers within the City's right-of-way, and generate a final report that includes an ADA Transition Plan (Plan) for reducing or eliminating these barriers. SSA was responsible for project management and coordinating community input into the process as well.

On July 23, 2013, Council approved Amendment No. 1 to the Agreement, extending the term of the Agreement by six months. The purpose of this extension was to allow the Consultant more time to collect data related to curb ramps, which had been underestimated at the time the proposal had been submitted.

Staff is also preparing Amendment No. 2, which will be submitted for consideration of the Council on December 10, 2013, and would extend the term of the Agreement an additional six months. The purpose of this extension is to account for a technical failure of Consultant-owned equipment that resulted in faulty data and the need to re-survey a specific number of portions of sidewalk. No additional cost will be incurred by the City.

Throughout the course of the project members of the community, known as the ADA Advisory Committee, and project Staff, known as the ADA Compliance Team, met approximately every forty-five (45) days to evaluate the results of the Consultant's data collection, provide input into prioritization criteria, and assist with promotion of the project's goals. On October 17, 2013, a community workshop was held to provide members of the community with a copy of the draft Plan, as well as demonstrate use of the database tool that will accompany the final Plan.

The final Plan, comprised of an executive summary and volumnous accessibility reports, represents a comprehensive evaluation of all accessibility barriers within the City's right-of-way. The Plan also specifies a process for barrier removal based on priority and funding. Staff is recommending the approval and adoption of the revised ADA Transition Plan, as presented by Mr. Arfaraz (Arfi) Khambatta of Sally Swanson Architects, Inc.

In addition to the adoption of the revised ADA Transition Plan, staff is also recomending a contiuation of $25,000 in annual payments from the General Fund to a fund solely used for ADA barrier removal purposes.

3. BASIS FOR RECOMMENDATION:

A) Federal law (ADA Title II) requires local cities to perform a self-evaluation and develop a transition plan.

B) Ensuring accessibility for city residents and visitors is important, as it removes barriers for participation.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s):

a Identify avenues to address current deficiencies in:
- i. County islands
- ii. West Side
- iv. Streets/Roadways

b Address growth related issues (current and future)
- i. Interchanges
- ii. Impact on current transportation system
- iii. Bike paths/routes around town/buses

Strategic Plan Initiative H. COMMUNITY PROGRAMS, FACILITIES, AND INFRASTRUCTURE

Goal(s):

a Community Infrastructure – Strive to:
- iii. Provide safe and well-maintained facilities for the community, recreational programs, and City of Turlock employees
- iv. Provide safe, well designed and attractively maintained park facilities for the citizens of Turlock to enjoy recreation activities and socialize.
- v. Provide safe and well-maintained streets for the citizens of Turlock

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: There are no fiscal impacts associated with the adoption of this Plan. Staff is recommending a contiuation of $25,000 in annual payments from the General Fund to a fund solely used for ADA barrier removal purposes.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Do not approve the update to the ADA Transition Plan. Staff does not recommend this because every agency is required to adopt and maintain a Plan, the Consultant has already completed a majority of work required under the project, and final deliverables include a database tool that would allow the City to immediately begin fixing and tracking barrier removal projects.

1C

Council Synopsis

November 12, 2013

From: Michael G. Pitcock, PE, Director of Development Services

Prepared and: Presented by: Debra A. Whitmore, Deputy Director of Development Services/ Planning

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Determining that adoption of the Capital Facilities Fee Nexus Study and Fee, the Northwest Triangle Specific Plan Fee Nexus Study Update and Fee, and the Westside Industrial Specific Plan Fee Nexus Study and Fee are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15162 (Subsequent EIRs and Negative Declarations) and/or Section 15273 (Rates, Tolls, Fares, and Charges) of the CEQA Guidelines

Resolution: Adopting the Capital Facilities Fee (CFF) Fee Nexus Study and establishing a Capital Facilities Fee, as required by Turlock Municipal Code Chapter 8-11

Resolution: Adopting the Northwest Triangle Specific Plan Fee Nexus Study Update and establishing a Northwest Triangle Master Plan Fee, as required by Turlock Municipal Code Chapter 8-11

Resolution: Adopting the Westside Industrial Specific Plan Fee Nexus Study Updated and establishing a Westside Industrial Specific Plan Fee, as required by Turlock Municipal Code Chapter 8-11

Motion: Directing the City Engineer to collect the lower of either the current fees or the newly adopted fees for any development project during the 60-day waiting period required under Government Code Section 66017(a)

2. DISCUSSION OF ISSUE:

In 1996, the City of Turlock first established an ordinance to exact development impact fees to provide a funding mechanism for capital improvements identified

in the General Plan. The capital improvements are required to support the future growth and development of the City without creating adverse fiscal and environmental impacts to the community. This program, known as the "Capital Facilities Fee Program", provides funding for capital improvements required to implement the new General Plan.

In addition, the City has adopted several specific plan fee programs that pay for the infrastructure necessary to develop areas that are annexed into the City. The first such program was the Northwest Triangle Specific Plan fee program, adopted on March 23, 1999. The Westside Industrial Specific Plan fee program was adopted on June 12, 2007.

The fee programs must be developed and adopted in accordance with the California Mitigation Fee Act (Government Code Section 66000 et seq.) and with the City's adopted Capital Facilities Fee ordinance (TMC Chapter 8-11).

The purpose and administrative structure for the fees is described in greater detail in each report. In summary:

- **Capital Facilities Fees** are collected to pay for infrastructure, equipment, plans and studies in four areas- transportation improvements, general government facilities and General Plan implementation plans and studies, police service facilities and equipment, and fire service facilities and equipment. The Capital Facilities Fee is collected citywide and pays for infrastructure, equipment, plans and studies that are necessary to carry out the General Plan.

- **Northwest Triangle Specific Plan Fees** are collected in the specific plan area only. The fees pay for infrastructure required to provide potable water and sanitary sewer to development within the specific plan area.

- **Westside Industrial Specific Plan Fees** are collected only within the specific plan area. The fees pay for infrastructure required to provide potable water and sanitary sewer to development within the specific plan area.

The three programs are linked together in this action because certain infrastructure improvements, specifically transportation and storm drainage that were previously funded through the specific plan fees, are proposed to be paid for from either the Capital Facilities Fee program or a citywide storm drainage fee program. In addition to those two categories, the infrastructure for recycled water has been removed from the Westside Industrial Specific Plan fee program and any project will be paid for by the water fund.

Government Code Section 66017(a) states that any action adopting an increase in a fee shall not be exacted until a minimum of 60 days has passed following the final action on the adoption of the fee. The provision is intended to provide developers with sufficient notice of a fee *increase* that could adversely affect the viability of a development project. Staff is requesting that the City Council grant the authority to the City Engineer to exact the lower of fees immediately, during the 60-day tolling period. This action would not violate the intention of the Mitigation Fee Act as the requested action would result in the lower fee being exacted from a development project.

3. BASIS FOR RECOMMENDATION:

A. The new General Plan, adopted in September 2012, calls for the City to adopt a Capital Facilities Fee Program to pay for the capital improvement projects identified in the Plan:

- Policy 10.4-v of the new General Plan states the City will "Undertake a reexamination of the present Capital Facility Fees and Community Facility District fee schedules to reflect changes in Public Safety facility needs identified in this Plan."

B. The Strategic Plan includes actions to establish a new CFF to mitigate the public service impacts of new development:

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

Goal(s): b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.
d. Create a balanced, sustainable budget within thirty-six (36) months.

Strategic Plan Initiative D) MUNICIPAL INFRASTRUCTURE

Actions: a. Ensure impact fees and user rates are up-to-date.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Preparation of the ordinance amendment has had a minor impact on staff resources; however, this work effort was anticipated as part of the General Plan Update process. Adoption of the program does not require an amendment to the budget.

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

The proposed action is categorically exempt pursuant to Section 15273 (Rates, Tolls, Fares, and Charges) of the CEQA Guidelines which applies to the adoption of charges to obtain funds for capital projects.

In addition, but separately from the determination above, the proposed action is exempt from further review pursuant to Section 15162 (Subsequent EIRs and Negative Declarations) due to the fact that no substantial change is proposed in the projects that were evaluated in the General Plan Environmental Impact Report, the Northwest Triangle Master Environmental Impact Report and the Westside Industrial Specific Plan Environmental Impact report, and no new information of substantial importance is available, no new significant environmental effects are anticipated, and no change in mitigation measures are proposed as part of this action.

7. ALTERNATIVES:

A) The City Council may choose not to adopt the fee program. Staff does not recommend this option as the fees are required to pay for infrastructure adopted as part of the new General Plan and the two specific plans.

B) The City Council may choose to amend the projects funded through the fee program. Staff does not recommend this option unless the City Council identifies an alternative funding source to offset the revenues that would have otherwise been collected, as the projects are required to mitigate the impacts of growth. A change in the fee amount without identifying an alternative funding source would not be consistent with the previously approved environmental document and would not support the environmental determination proposed with this action.

C) The City Council may choose to change the fees. Staff does not recommend this option unless the City Council identifies an alternative funding source to offset the revenues that would have otherwise been collected, as these projects are required to mitigate the impacts of growth. A change in the fee amount without identifying an alternative funding source would not be consistent with the previously approved environmental document and would not support the environmental determination proposed with this action.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE CAPITAL FACILITIES FEE (CFF) FEE NEXUS STUDY AND ESTABLISHING A CAPITAL FACILITIES FEE, AS REQUIRED BY TURLOCK MUNICIPAL CODE CHAPTER 8-11	**RESOLUTION NO. 2013-**

WHEREAS, Government Code Section 66000 et seq., also known as the "Mitigation Fee Act", sets forth the procedures and requirements for establishing, increasing, or imposing a fee as a condition of approval of a development project by a local agency; and

WHEREAS, the City of Turlock adopted a Capital Facilities Fee ordinance, Chapter 8-11 of the Turlock Municipal Code, on May 23, 1996; and

WHEREAS, the City of Turlock introduced a new ordinance, repealing the existing chapter of the Turlock Municipal Code and replacing it with a new Chapter 8-11, on October 22, 2013, and expects to adopt the ordinance at its second reading on November 12, 2013; and

WHEREAS, the attached Capital Facilities Fee Nexus Study (Attachment A) meets all of the requirements of Government Code Section 66001(a) by identifying the purpose of the fee, identifying the use of the fee, determining that there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed, and determining that there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed; and

WHEREAS, the attached Capital Facilities Fee Nexus Study meets all of the requirements of Government Code Section 66001(b) that the local agency determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facilities attributable to the development on which the fee is imposed; and

WHEREAS, the fees shall be administered in accordance Turlock Municipal Code Chapter 8-11 that ensures that the City will comply with Government Code Section 66001(c) that requires the local agency to deposit, invest, account for, and expend the fees pursuant to Government Code Section 66006; and

WHEREAS, the City Council provided notice of the public hearing in the Turlock Journal on October 23 and October 30, 2013, in accordance with Government Code Section 6062a which requires publication of the notice for at least 10 days in two publications, with at least five days intervening between the dates of first and last publication not counting such publication dates; and

WHEREAS, the City received one written request by e-mail from the Executive Officer of the Greater Valley Building Industry Association for a written notice of this action and as required by Government Code Section 66016(a) was provided notice of the public hearing as well as a copy of the draft Capital Facilities Fee Program on October 25, 2013; and

WHEREAS, the City Council considered the comments and testimony received at a properly noticed public hear on November 12, 2013.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby set forth the following fees per the attached City of Turlock Capital Facility Fee Nexus Study as prepared by Economic and Planning Systems (EPS), dated October 24, 2013, and assigns fees per land use as identified on Table 1, page 4, of said EPS report, and that fees, upon collection, shall be distributed to the Capital Facilities Fees fund as identified on page 2 (Purpose and Use of AB 1600 Fees) and in Table 2, page 5, of said EPS report.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

Report

Capital Facilities Fee Nexus Study

The Economics of Land Use

Prepared for:

City of Turlock

Prepared by:

Economic & Planning Systems, Inc.
In cooperation with Dyett & Bhatia and Omni-Means

October 24, 2013

EPS #18491

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1. INTRODUCTION AND OVERVIEW

This Capital Facilities Fee (CFF) nexus study is designed to provide the City of Turlock with the necessary technical documentation to support the adoption of an update to its existing Public Facilities Fee (PFF). It has been prepared by Economic & Planning Systems, Inc. (EPS) in cooperation with Dyett & Bhatia, General Plan consultant, and Omni-Means, Transportation Engineer, with significant input from City staff.

Impact fees are one-time charges on new development collected and used by jurisdictions (e.g., a City or County) to cover the cost of capital facilities and infrastructure that is required to serve new residential and commercial growth. Impact fees are generally collected upon issuance of a building permit, although some jurisdictions collect them at certificate of occupancy. The City of Turlock currently has an established CFF program with fees that vary by "zone of benefit." This Study is designed to update these existing fees based on new land use and growth projections as well as estimated capital facilities needs and their corresponding costs.

The Fee Program described in this Report is consistent with the most recent relevant case law and the principles of AB 1600 or Government Code Section 66000 et seq. ("Fees for Development Projects"; except where specific citations are provided, this statute will be referred to in this Report as AB 1600). The Report provides the nexus argument and associated fee calculations for the maximum fees the City can charge for the facilities indicated pursuant to AB 1600.

In addition to the CFF, there are several other AB 1600 fees that are charged to new development either Citywide, or to Specific/Master Plan Areas for sewer, water, storm drainage and other facilities. Specific and Master Plan areas in the City collect fees to fund improvements that are of particular benefit to the plan area. For example, the fees are currently being charged within the following plan areas: the Northwest Triangle Specific Plan, the North Turlock Master Plan, the Northeast Turlock Master Plan, the East Tuolumne Master Plan, and the Westside Industrial Specific Plan. These other fee programs have been or will be updated as part of separate nexus studies and approval processes.

Organization of Report

The report is divided into eight chapters, including this Introduction and Overview. **Chapter 2** provides a summary of the nexus methodology and key assumptions. **Chapters 3** through **6** describe the capital improvements, costs of those improvements and the cost allocation for transportation, general government, police services, and fire services. **Chapter 7** shows a comparison of the proposed capital facilities fee to other surrounding jurisdictions' fees for transportation, general government, police, and fire services. **Chapter 8** describes the implementation of the fee program and reporting requirements.

Purpose and Use of AB 1600 Fees

New development in the City of Turlock will increase the demand for certain government services and the facilities and infrastructure needed to provide them. The CFF revenues are collected and expended to fund the portion of these new infrastructure and facility improvements needed to accommodate growth consistent existing or established service standards. Specifically, the CFF revenues calculated in this study will be used to fund:

- **Transportation Improvements**–The CFF will fund needed additions and improvements to roadways to accommodate future traffic volumes projected as a result of new development. Improvements include new roadways, roadway improvements, new interchange projects, freeway and railroad overcrossings, and other projects such as intersection signalizations, multi-modal facilities, and plan line studies, among others.
- **General Government Facilities and General Plan Implementation Studies**–The CFF will fund construction and expansion of general government facilities, including but not limited to Phase 1 and 2 of the City Hall expansion and purchase of land for the eventual Corporation Yard expansion. The CFF also will fund the required General Plan implementation studies.
- **Police Service Facilities and Equipment**–The CFF will fund construction of an expansion to the animal services facility and purchase of police-related equipment to serve new development in the City of Turlock.
- **Fire Service Facilities and Equipment**–The CFF will fund construction of a new fire training facility and a new fire station as well as the purchase of related fire protection vehicles and equipment to serve new development in the City of Turlock.

CFF Legal Context

This Report is designed to provide the necessary technical analysis supporting a schedule of fees to be established by an Impact Fee Ordinance and Resolution. The City currently has a CFF Ordinance that enables the collection of fees for capital facilities, pursuant to AB 1600 and Government Code Section 66000 et seq. As noted, AB 1600 is codified California Government Section 66000 et seq., which sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that "a reasonable relationship, or nexus, must exist between a governmental exaction and the purpose of the condition."

The key requirements of AB 1600 that determine the structure, scope and amount of the proposed CFF Program are as follows:

- **Collected for Capital Facility and Infrastructure Improvements Only**. Development impact fee revenue can be collected and used to cover the cost of capital facilities and infrastructure that are required to serve new development in the County.[1] Impact fee

[1] Under guidance from the Turlock City Attorney and pursuant to Government Code Section 66014, General Plan implementation studies required to plan for future growth are included in the CFF Program under the General Government component.

revenue cannot be used to cover the operation and maintenance costs of these or any other facilities and infrastructure.

- **Used to Fund Facility Needs Created by New Development Rather than Existing Deficiencies**. Impact fee revenues can only be used to pay for new or expanded capital facilities needed to accommodate growth. Impact fee revenue cannot be collected or used to cover the cost of existing deficiencies in the City's capital facilities or infrastructure. In other words, the cost of capital projects or facilities that are designed to meet the needs of the City's existing population must be funded through other sources. The costs associated with improvements that serve the needs of both new development and the existing population and employment are split on a "fair share" basis according to the proportion attributable to each. Thus, the CFF Program funding may need to be augmented by the City and other revenue sources to meet overall funding requirements.

- **Fee Amount Must Be Based on A Rational Nexus**. An impact fee amount must be based on a reasonable nexus, or connection, between new development and the needs and corresponding costs of the capital facilities and improvements need to accommodate it. As such, an impact fee must be supported by specific findings that explain or demonstrate this nexus or relationship. In addition, the impact fee amount must be structured such that the revenue generated does not exceed the cost of providing the facility or improvement for which the fee is imposed.

Summary of Proposed Fee Program

Based on the required capital facilities needed to serve future development in the City of Turlock through buildout of the General Plan and the portion of costs that can be included in the fee program, the Capital Facilities Fees presented on **Table 1** are recommended to fund such facilities. Fee components are detailed in **Tables A-1** and **A-2** in **Appendix A.** A total of $457.8 million in costs are associated with the improvements identified in this CFF study, of which $229.5 million are expected to be funded by the CFF program, as shown on **Table 2**.

The provisions of AB 1600 allow jurisdictions to include the costs of administering the impact fee program in the fee amount. Administration requirements include collecting and allocating impact fee revenue, record keeping and reporting of fund activity, and periodic updates to the fee program. This analysis assumes that administrative costs will equal 3 percent of the total fee program cost.

Table 1
Summary of Capital Facilities Fees
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Land Use Category	Metric	Proposed Fees [1]		
		Downtown/ PPA	Master Plan Areas	City Infill
Residential				
Single Family Residential (SFR) [2]	per D.U.	$10,300	$12,567	$11,234
Multifamily Residential (MFR) [2]	per D.U.	$7,410	$9,061	$8,063
Senior Assisted Living/ Nursing Facilities	per bed	$2,940	$3,593	$3,201
2nd Unit/ Accessory Unit	per D.U.	$5,723	$6,932	$6,293
Mobile Home Dwelling	per unit	$5,457	$6,664	$5,947
Commercial/Retail [3]				
Retail: < 100,000 sq.ft.	per 1,000 sq.ft.	$11,091	$13,366	$12,269
Retail: ≥ 100,000 sq.ft.	per 1,000 sq.ft.	$11,045	$13,305	$12,224
Gas Station	per VFP [4]	$6,793	$8,204	$7,499
Hotel/ Motel	per room	$3,632	$4,384	$4,011
Commercial/Other [3]				
Office	per 1,000 sq.ft.	$5,812	$7,064	$6,377
Medical Office	per 1,000 sq.ft.	$9,512	$11,489	$10,499
Hospital	per 1,000 sq.ft.	$3,800	$4,627	$4,161
Institutional/ Assembly	per 1,000 sq.ft.	$2,533	$3,075	$2,782
Industrial				
Industrial < 25,000 sq.ft.	per 1,000 sq.ft.	$1,854	$2,270	$2,020
Industrial > 25,000 sq.ft.	per 1,000 sq.ft.	$1,445	$1,760	$1,581
Warehouse	per 1,000 sq.ft.	$1,346	$1,633	$1,480

[1] Fees varies by area of the City. Fees include 3% administration charge.
[2] An age-restricted senior housing discount of 50% will be applied to the transportation component of the fee with legal documentation (e.g., deed restriction).
[3] If retail or commercial project includes a drive-through, a fee premium of 25% will be added to the transportation component of the fee.
[4] Vehicle fueling position.

Sources: City of Turlock; Economic & Planning Systems, Inc.

Table 2
Estimated Costs By Public Facility Category
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Public Facility Category	Total Cost	Program	% of Total Cost Allocated to CFF	Allocation within CFF Program
Transportation	$420,655,870	$200,012,207	48%	87%
General Government	$16,582,589	$15,403,930	93%	7%
Police Safety Facilities	$6,823,050	$6,823,050	100%	3%
Fire Safety Facilities	$13,750,538	$7,262,086	53%	3%
Total Costs	**$457,812,047**	**$229,501,274**	**50%**	**100%**

Sources: City of Turlock; Economic & Planning Systems, Inc.

2. Summary of Methodology and Key Assumptions

The City of Turlock CFF funds transportation, general government, police service, and fire service-related capital facilities to serve new development. The fee is set based on a nexus between the facilities to be funded and the benefit received by those paying the fee, in this case new development within the City of Turlock.

This section provides a brief overview of the nexus methodology and the key assumptions used to calculate the fees. The following chapters describe in greater detail how the facility costs were estimated and the cost allocation to new development.

Summary of Methodology

The nexus methodology for transportation facilities was determined by Omni-Means. The fees for transportation improvements are calculated for each of the three Zones of Benefit based on the costs associated with each Zone and the intensity of development in each Zone, as measured in new trip miles generated.

The nexus methodology for general government, police services, and fire services was determined according to the steps listed below:

1. The improvements required to serve new development in the City of Turlock through buildout of the General Plan were identified through a space needs assessment prepared by BFGC – IBI Group and by City staff.

2. Cost estimates related to those improvements identified in the space needs assessment are provided by CUMMING consulting firm. Other cost estimates are provided by City staff based on previous experience and professional judgment.

3. For fire service facility and improvements, costs are allocated by Zone of Benefit within the City. For example, a new fire station will be required to serve the new development in the Master Plan Areas. Although there will be some Citywide benefit attributable to the new fire station due to more efficient service boundaries and improved response time, the fee calculation allocates most of the cost to new development in the MPAs. The portion of the costs benefitting existing development is accounted for. Neither the general government nor the police service facility fee category has differential fees based on Zone of Benefit.

4. In cases where the facility or improvement is required just to serve new development or would not be needed but for new growth in the City, the costs are allocated 100 percent to new development. However, in cases where the facility or improvement is expected to serve both the existing population and future population, the costs attributable to new development are based on the City's current versus future service population. Population and employment estimates were provided by General Plan consulting firm, Dyett & Bhatia, and were derived based on an inventory of vacant land, designated land uses for those lands within the City of Turlock, and resident and employee density assumptions. The service population is calculated as population plus 39 percent of employees based on a relative weighting of the resident versus employee demand for services.

5. The costs attributable to residential versus commercial development are allocated based on the City's future residential versus employment populations.

6. Once costs are allocated to residential and commercial uses, each cost category is divided by the total residential or employment population to arrive at a "cost per resident" or "cost per employee". The cost per user is multiplied by the people per household factor for each residential fee category or by the employment density factor for each commercial fee category.

7. A 3 percent charge is added to the fee for administration of the fee program.

8. The fee plus the administration charge for administering the fee program determines the fee for residential and nonresidential uses for transportation, general government, police services, and fire services.

Demographic and Land Use Assumptions

This section describes the demographic and land use assumptions utilized in this study for both existing and future General Plan buildout conditions (i.e., through 2030). The estimates are used for the following primary purposes in the fee calculation:

- Estimates of existing population and employment levels are used to formulate service standards for specific capital improvement categories as well as to ascertain existing needs relative to existing standards.

- Estimates of future population and employment growth in the City are the basis for determining the future need for some of the capital facilities which can be appropriately funded by the fee.

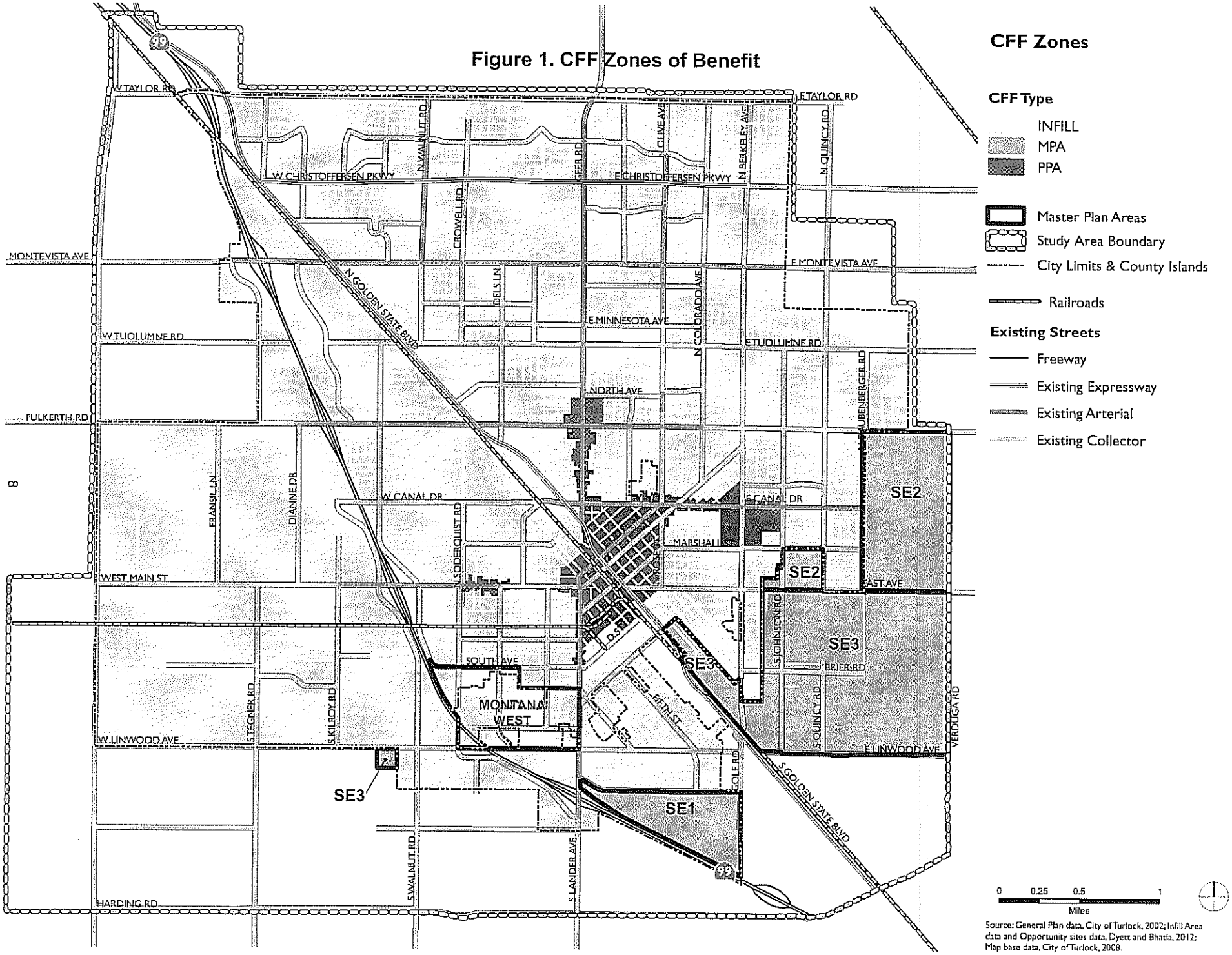
- Estimates related to population and employment density (e.g., persons per household or employees per square foot) are used to allocate costs between land use type categories.

Population and Employment Growth Projections

This fee study relies on the amount of population and employment growth projected to occur in the City through buildout of the General Plan, which is estimated to occur in 2030, relative to a 2010 baseline estimate. At buildout, the General Plan anticipates development of 9,869 acres, consisting of 37,523 residential dwelling units (104,482 residents) and 29.8 million square feet of commercial development (49,097 jobs). The City is divided into three zones of benefit ("Benefit Zone" or "Zone"): the Downtown Pedestrian Priority Area (PPA), the Master Plan Areas (MPAs), and the rest of the City ("City Infill"), as shown in **Figure 1**.

Table 3 shows the acreage for each General Plan land use category to be developed by buildout by Benefit Zone area. Population and employment projections are derived based on the acreage developed at buildout and are based on a series of assumptions. Assumptions include translating the General Plan land use categories to the CFF categories, residential development densities, housing vacancy rates, number of people per household, commercial floor area ratios, commercial vacancy rates, and square feet per employee. **Table B-1** in **Appendix B** shows the assumptions and the resulting projected housing units, population, commercial square footage

Figure 1. CFF Zones of Benefit



CFF Zones

CFF Type

- INFILL
- MPA
- PPA

- Master Plan Areas
- Study Area Boundary
- City Limits & County Islands
- Railroads

Existing Streets

- Freeway
- Existing Expressway
- Existing Arterial
- Existing Collector

0 0.25 0.5 1 Miles

Source: General Plan data, City of Turlock, 2002; Infill Area data and Opportunity sites data, Dyett and Bhatia, 2012; Map base data, City of Turlock, 2008.

Table 3
General Plan Buildout Acreage
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Zone of Benefit	Buildout Acreage
City Infill	8,281
Downtown PPA	296
Master Plan Areas	1,292
Total City	**9,869**

Source: Dyett & Bhatia.

and employees. **Table B-2** in **Appendix B** shows the translation from the General Plan land use categories to the fee categories. The fee land use categories and specific examples of types of uses that would apply to each land use category are shown on **Table 4**. The growth in population and employment by Benefit Zone is summarized in **Table 5**.

City Infill

City Infill development is planned to account for 84 percent of Citywide development (8,281 acres), including 27,675 residential units (77,855 people) and 25.4 million square feet of commercial uses (41,414, employees) at General Plan buildout. The growth increment between 2010 and 2030 is expected to consist of 5,091 new residential units (14,321 new residents) and 12.4 million new square feet of commercial development, supporting 21,767 new jobs.

Downtown PPA

The City of Turlock intends to encourage infill development in the Downtown PPA through lower impact fees relative to elsewhere in the City, where there is appropriate nexus. The Downtown PPA is nearly 300 acres. At General Plan buildout, the area is expected to support 3,229 residential units (8,107 new residents) and 2.4 million square feet of commercial uses (5,473 jobs). The growth increment between 2010 and 2030 is expected to consist of 1,297 new residential units (3,257 new residents) and 524,000 new square feet of commercial development, supporting 1,296 new jobs.

Master Plan Areas

There are three MPAs reflected in the General Plan totaling 1,292 acres. There is very little existing residential development in these areas and no existing commercial development. Collectively the MPAs are expected to support 6,619 residential units (18,520 residents) and 2.0 million square feet of commercial uses (2,209 jobs). The growth increment between 2010 and 2030 is expected to consist of 6,603 new residential units (18,474 new residents). All commercial development anticipated at buildout will be new relative to 2010.

All "Business Park" uses and 91 percent of "Industrial" uses are in the Westside Industrial Specific Plan Area. To account for the slow absorption of these land use types in Turlock, only 15 percent buildout is assumed.

Service Population Calculations

The CFF is predicated on calculations that translate the population and employment projections provided above into estimates of existing and future "service populations." The "service population," in turn, is derived from assumptions that compare residents and employees based on the relative service demands or typical service profiles of each. The service population calculations associated with facilities designed to serve both residential and nonresidential uses are based on the relationships summarized in **Table 6**. These calculations compare City residents and employees based on commute patterns and the estimated proportion of "waking" hours spent at work. For example, residents who work outside the City are estimated to spend an average of about 66 percent of their time in the City relative to those who do not work or who

Table 4
Examples of Potential Specific Uses by Land Use Category
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Land Use Categories	Unit	Potential Specific Uses [1]
Residential		
Single Family Residential (SFR) [2]	per D.U.	Detached single-family residences and duplexes. Does not include 2nd Unit/Accessory Units or Mobile Home Dwelling Units
Multifamily Residential (MFR) [2]	per D.U.	Attached multifamily residences of three units or more
Senior Assisted Living/ Nursing Facilities	per bed	Assisted senior living, nursing homes, rehabilitation centers
2nd Unit/ Accessory Unit	per D.U.	Habitable 2nd Unit/Accessory Unit on a shared lot with a single-family residence
Mobile Home Park	per unit	Mobile home
Commercial/Retail [3]		
Retail: < 100,000 sq.ft.	per 1,000 sq.ft.	Retail stores, restaurants, convenience stores, banks, auto service/repair, beauty salons, spas, laundromats
Retail: ≥ 100,000 sq.ft.	per 1,000 sq.ft.	Big box retail
Gas Station	per VFP	Gas stations and associated on-site retail
Hotel/ Motel	per room	Hotels, motels, inns, bed & breakfasts, hostels
Commercial/Other [3]		
Office	per 1,000 sq.ft.	Professional and business offices
Medical Office	per 1,000 sq.ft.	Medical offices
Hospital	per 1,000 sq.ft.	Hospitals, out-patient clinics, diagnostic labs
Institutional/ Assembly	per 1,000 sq.ft.	Places of worship, private schools/colleges, daycare facilities, private cemeteries, lodges/fraternal organizations, movie theaters, theaters, arenas, conference/convention centers
Industrial		
Industrial < 25,000 sq.ft.	per 1,000 sq.ft.	Space may include multi-purpose uses including minimal assembly, independent contractor office/service (e.g., plumber)
Industrial > 25,000 sq.ft.	per 1,000 sq.ft.	Large assembly plant, manufacturing, processing, recycling
Warehouse	per 1,000 sq.ft.	Warehousing, distribution, and mini-storage

[1] The City Engineer, or his/her designee, shall be responsible for determining the development type to be assigned to each development project. The City Engineer shall assign such categories as consistently as possible with the definition of such categories established on this table. See Section 8-11-06 of the fee ordinance.
[2] An age-restricted senior housing discount of 50% will be applied to the transportation component of the fee with legal documentation (e.g., deed restriction).
[3] If retail or commercial project includes a drive-through, a fee premium of 25% will be added to the transportation component of the fee.

Sources: City of Turlock; Economic & Planning Systems, Inc.

Table 5
Growth and Buildout Forecast by Zone of Benefit
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Category	Growth (2010 - 2030)	GP Buildout (2030)
Population		
City Infill	14,321	77,855
Downtown PPA	3,257	8,107
Master Plan Areas	18,474	18,520
Total, Population	**36,052**	**104,482**
Employment		
City Infill	21,767	41,414
Downtown PPA	1,296	5,473
Master Plan Areas	2,149	2,209
Total, Employment	**25,213**	**49,097**

Sources: Dyett & Bhatia; Economic & Planning Systems, Inc.

Table 6
Resident-Employee Weighting and Relationship
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Category	2010 (Base Year) Number [2]	2010 (Base Year) Share of Sub-Group	Midpoint [1] Number	Midpoint [1] Share of Sub-Group *a*	Weight [3] *b*	Weighted Percentage *= a + b*	Normalized to 100%
Residents							
Not in Labor Force	45,650	67%	57,675	67%	100%	67%	
Employed in Turlock	7,382	11%	11,278	13%	66%	9%	
Employed outside of Turlock	15,398	23%	17,503	20%	66%	13%	
Total Residents	68,430	100%	86,456	100%		89%	**100%**
Employees (Jobs in Turlock)							
Live in Turlock	7,382	31%	11,278	31%	34%	11%	
Live outside of Turlock	16,502	69%	25,212	69%	34%	24%	
Total Employees	23,884	100%	36,490	100%		34%	**39%**
Total Residents and Employees	**92,314**		**122,946**				

[1] Midpoint represents the halfway point of population and employment growth (between 2010, the Base Year and 2030, buildout of the General Plan) but does not necessarily represent a specific point in time.

[2] 2010 Census figures used to calculate proportions which are then applied to base population and employment estimates.

[3] Weighting based on percent of annual number of "waking" hours [5,840 = 16 hours per day * 365 days per year] and percent of annual number of hours at job [2,000 = 40 hours per week * 50 weeks per year]. Weighting is applied to "Midpoint" shares.

Sources: U.S. Census, 2010; Economic & Planning Systems, Inc.

both live and work in the County (2,000 hours or 40 hours * 50 weeks divided by 5,840 hours or 16 hours * 365 days).[2] After accounting for regional commute patterns, the typical worker is estimated to have a service burden of about 39 percent of the typical resident.

Land Use Density Assumptions

In addition to the demographic calculations described above, the CFF also utilizes assumptions related to population and employment densities by land use type. Specifically, CFF improvement cost estimates per capita or per job are converted to fee rates per unit or square foot based on average persons per household and square foot per employee factors. For residential development, the analysis relies on a blend of General Plan and U.S. Census data on the average number of people per household for various product types (e.g., single-family, multifamily, mobile home, etc.). For nonresidential development, the fee levels incorporate data from a variety of industry-accepted sources related to the average employees per 1,000 square feet of building space.

The residential land use density assumptions utilized in this Report are summarized in **Table 7**. As shown, single-family units have a higher average number of persons per unit than multifamily units. This analysis assumes that future dwelling units will also be characterized by similar differences in persons per household and thus will generate relatively different levels of impact on CFF facilities. For example, based on the persons per household data, a multifamily unit would generate 81 percent of the impact generated by a single-family unit. The impacts of other units relative to a single-family unit differ based on the number of persons in the respective unit type.

Table 7 also shows assumptions for employee densities per 1,000 square feet of building space for various nonresidential uses. Impact fees for nonresidential uses will vary consistent with these differences in employee generation. Specifically, uses that generate more workers per 1,000 square feet will pay a relatively higher fee.

[2] To avoid double counting, the time for residents who both live and work in the City are allocated based on the proportion of "waking" hours at work (34 percent) versus elsewhere (66 percent).

Table 7
Residential and Employment Density Assumptions by Land Use Category
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Item	Metric	People / Household [1] or Sq.Ft. / Employee [2]
Residential		
Single Family Residential (SFR) [3]	per D.U.	3.20
Multifamily Residential (MFR) [3]	per D.U.	2.60
Senior Assisted Living/ Nursing Facilities	per bed	1.00
2nd Unit/ Accessory Unit	per D.U.	1.00
Mobile Home Park	per unit	1.78
Commercial/Retail [4]		
Retail: < 100,000 sq.ft.	per 1,000 sq.ft.	450
Retail: ≥ 100,000 sq.ft.	per 1,000 sq.ft.	500
Gas Station	per VFP	2.00
Hotel/ Motel	per room	1.00
Commercial/Other [4]		
Office	per 1,000 sq.ft.	300
Medical Office	per 1,000 sq.ft.	350
Hospital	per 1,000 sq.ft.	400
Institutional/ Assembly	per 1,000 sq.ft.	750
Industrial		
Industrial < 25,000 sq.ft.	per 1,000 sq.ft.	600
Industrial > 25,000 sq.ft.	per 1,000 sq.ft.	1,000
Warehouse	per 1,000 sq.ft.	1,500

[1] Average number of persons per occupied unit in Turlock is based on General Plan assumptions and consistent with data from 2007 to 2011 from the American Community Survey conducted by the U.S. Census Bureau.

[2] Averages based on a number of widely relied upon data sources, including previous EPS experience.

[3] An age-restricted senior housing discount of 50% will be applied to the transportation component of the fee with legal documentation (e.g., deed restriction).

[4] If retail or commercial project includes a drive-through, a fee premium of 25% will be added to the transportation component of the fee.

3. TRANSPORTATION IMPROVEMENTS

The CFF will fund needed additions and improvements to roadways to accommodate future traffic volumes projected as a result of new development.

Capital Improvements and Cost Assumptions

In September 2012, the City adopted a new Circulation Element as part of the new Turlock General Plan. As part of this effort, the City, with Dyett & Bhatia and Omni-Means, developed a list of transportation improvements planned to support buildout of the General Plan. This list is provided as Appendix B of the General Plan, entitled *Capital Facilities Fee Update*, and consists of new roadways, roadway improvements, new interchange projects, freeway and railroad overcrossings, and other projects such as intersection signalizations, multi-modal facilities, and plan line studies, among others. The list of transportation improvements was developed through the analysis prepared for the Turlock General Plan Circulation Element and the accompanying Environmental Impact Report, as well as remaining unimproved projects from the existing fee program, and through consultation with City staff. A list of the improvement projects is presented in **Appendix D** of this report.

OMNI-MEANS prepared cost estimates for the improvement projects in order to generate a total cost for funding complete construction of all General Plan transportation improvements. Not all of the costs associated with these improvements are included in the CFF. For example, for roadway and intersection improvements, a portion of the construction cost will be borne by developers along property frontage. This is referred to as the exaction policy. The exaction policy developed by the City specifies what portion of a new roadway and/or intersection, depending on roadway classification and lanes per direction, is expected to be constructed by developers upon development.[3] Aside from developer exactions, funding from other sources is also assumed for specific projects, including the SR 165/SR 99 interchange project.

[3] CFF costs for individual improvements were developed assuming that a portion of each new roadway would be funded by the CFF and a portion would be funded by new adjacent development. On each side of a roadway improvement, the developer of the adjacent fronting parcel is responsible for the first 36 feet, covering curb, gutter, sidewalk, streetlights, landscaping, wall, and roadway as required by each individual roadway cross section. The remaining section of each roadway is funded by the CFF. For example, on a 124-foot, four-lane arterial, adjacent developers are responsible for 32 feet on each side of the roadway (64 feet total) and the CFF is responsible for the remaining 52 feet. However, on narrower streets, such as a two-lane collector, the entire 62 feet are funded by new development (36 feet on each side). In locations where no new development is expected adjacent to a new roadway improvement project, that portion of the roadway that would otherwise be funded by the developer will be funded through the CFF.

Table 8 provides a summary of the transportation costs in 2012 dollars for all General Plan transportation improvements, including both total estimated construction costs (Total Cost), and the costs allocated to the fee program (CFF Cost). As presented in **Table 8**, the total cost for all transportation-related improvements is estimated to be $421 million. The share of this cost that will be allocated to the City's CFF program is $176 million.

Cost Allocation

All of the transportation improvements included in the CFF, listed in **Appendix D** and summarized in **Table 8**, will benefit new development in the City. Most of the improvements identified will have a "citywide" benefit. However, some costs have been allocated to a specific Zone of Benefit within the City where a different relationship between new development and new improvement project use has been identified. As described previously, there are three Zones of Benefit for the CFF: the MPAs, the Downtown PPA, and the rest of the City "City Infill."

Master Plan Areas

The MPAs include all new development that will occur within a master plan process. These areas include a significant amount of the new development on the outer edges of the City of Turlock. As such, these development areas will require construction of new facilities that will not have a direct "citywide" benefit and that will primarily serve the MPA growth.

"Benefit Zone" Implications

Specific roadway improvements have been isolated from the list in **Appendix D** as primarily serving the MPA growth areas. These roadway improvement costs are only included in the fee calculations for the MPA. The MPA will also share proportionally in the cost towards all other transportation projects in the CFF that are not specific to the MPA. The improvements that are specific to the MPA are the following:

- Morgan Ranch Arterial, Glenwood Avenue to Golf Road
- East Avenue, Daubenberger Road to Verduga Road
- Canal Drive Extension, Daubenberger Road to Verduga Road
- Linwood Avenue, Daubenberger Road Extension to Verduga Road
- Verduga Road, Hawkeye Avenue to East Avenue

Downtown Pedestrian Priority Area

The Downtown PPA includes development within the central downtown urban core of the City. This development is expected to be high-density and will develop according to smart growth principles so as to reduce use of vehicular trips.

"Benefit Zone" Implications

Based on the expected development types in this area, the trip generation for the PPA has been reduced by 10 percent for all land uses. The PPA will share proportionally in the cost of all improvements not specific to the MPA, based on lower trip generation rates consistent with development policies for the area.

Table 8
Transportation Improvements, Cost Estimates and CFF Allocation
City of Turlock Capital Facilities Fee Update Study; EPS #18491

No.	Project Category	Total Cost	Allocation to CFF
1	Subtotal Roadway Projects	$203,970,000	$60,451,240
2	Subtotal Intersection Projects	$109,166,753	$25,202,084
3	Subtotal Traffic Signal Projects	$10,280,000	$10,280,000
4	Subtotal Overcrossing Projects	$29,200,649	$29,200,649
5	Subtotal Interchange Projects	$59,239,596	$43,489,596
6	Subtotal Miscellaneous Costs (Technical Studies, PSRs, PS&E)	$2,000,000	$2,000,000
7	Subtotal Bike Projects	$1,987,189	$728,553
8	Subtotal Median Projects Costs	$3,230,741	$3,230,741
9	Subtotal Program Reimbursements	$1,580,942	$1,580,942
	Total Street Improvement Projects	**$420,655,870**	**$176,163,805**

Sources: City of Turlock; Omni-Means.

City Infill

The City Infill area includes all proposed General Plan land use development not included in the MPA or PPA Zones of Benefit.

"Benefit Zone" Implications

The City Infill area will share proportionally in the cost of all improvements not specific to the MPAs.

Fee Calculation

The CFF fees for transportation improvements are calculated for each of the three Zones of Benefit based on the costs associated with each zone and the intensity of development in each Zone, as measured in new trip miles generated. **Table 9** presents the trip generation estimates along with the estimated new trip miles generated by land use in each Zone. The new trips and new trip miles by Zone is summarized as follows:

City Infill Trip and Trip Mile Summary

Within the City Infill Zone of Benefit, the new General Plan includes development of 5,088 residential units and 12,432,000 square feet of nonresidential uses. Residential growth is expected to generate 42,325 new trips for a total of 287,389 new trip miles. Nonresidential growth is expected to generate 244,267 new trips for a total of 446,486 new trip miles. Combining residential and nonresidential growth, the City Infill will therefore generate 286,952 new trips for a total of 733,875 new trip miles.

Downtown Pedestrian Priority Area Trip and Trip Mile Summary

Within the Downtown PPA benefit zone, the new General Plan includes development of 1,157 residential units and 524,000 square feet of nonresidential uses. Residential growth is expected to generate 6,954 new trips for a total of 47,216 new trip miles. Nonresidential growth is expected to generate 23,100 new trips for a total of 36,213 new trip miles. Combining residential and nonresidential growth, the PPA will therefore generate 30,054 new trips for a total of 83,429 new trip miles.

Master Plan Areas Trip and Trip Mile Summary

Within the MPA benefit zone, the new General Plan includes development of 6,563 residential units and 1,826,000 square feet of nonresidential uses. Residential growth is expected to generate 54,111 new trips for a total of 367,414 new trip miles. Nonresidential growth is expected to generate 19,331 new trips for a total of 38,114 new trip miles. Combining residential and nonresidential growth, the PPA will therefore generate 73,442 new trips for a total of 405,528 new trip miles.

Table 9
Trip Generation Estimates by Land Use and Zone of Benefit
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Benefit Zone	Residential Growth in Dwelling Units (DU)						Non-Residential Growth in 1,000 Square Feet (KSF)					
	Trip Generation Rate (per DU)	Land-Use Growth (in DU)	New Trips Generated	Average Trip Length (per new trip)	Trip End-to-End Reduction	New Trip Miles Generated	Trip Generation Rate (per KSF)	Land-Use Growth (in KSF)	New Trips Generated	Average Trip Length (per new trip)	Trip End-to-End Reduction	New Trip Miles Generated
City Infill												
Business Park [1]							11.03	304	3,349	11.80	0.30	11,655
Community Commercial							53.28	2,492	132,798	5.10	0.30	203,162
Community Commercial/Office [2]							32.16	97	3,118	MIX	0.30	5,846
Community Commercial/Office/High Density Residential [3]	6.65	10	70	9.70	0.70	474	32.16	37	1,188	MIX	0.30	2,227
Heavy Commercial							4.10	2,712	11,120	9.30	0.30	31,024
High Density Residential	6.65	959	6,379	9.70	0.70	43,312						
High Density Residential/Office [4]	6.65	27	181	9.70	0.70	1,231	11.03	55	608	11.80	0.30	2,152
Highway Commercial							53.28	1,280	68,188	5.10	0.30	104,327
Industrial [5]							2.66	4,290	11,412	11.80	0.30	40,397
Low Density Residential	9.52	2,636	25,090	9.70	0.70	170,364						
Low-Medium Density Residential	9.52	230	2,194	9.70	0.70	14,895						
Medium Density Residential	6.65	1,125	7,486	9.70	0.70	50,829						
Medium Density Residential/Office [6]	6.65	6	37	9.70	0.70	254	11.03	23	257	11.80	0.30	909
Office [7]							11.03	1,141	12,590	11.80	0.30	44,568
Park												
Public [8]												
Very Low Density Residential	9.52	93	888	9.70	0.70	6,030						
Infill, Subtotal		**5,088**	**42,325**			**287,389**		**12,432**	**244,627**			**446,466**
Downtown PPA (10% Trip Gen Reduction)												
Community Commercial							47.95	78	3,735	5.10	0.30	5,715
Downtown [9]	5.99	1,103	6,603	9.70	0.70	44,832	47.95	395	18,918	5.10	0.30	28,945
Heavy Commercial							3.69	10	37	9.30	0.30	103
High Density Residential	5.99	9	57	9.70	0.70	385						
Low Density Residential	5.57	11	94	9.70	0.70	641						
Medium Density Residential	5.99	33	200	9.70	0.70	1,359						
Office							9.93	41	409	11.80	0.30	1,450
Park												
Public												
PPA, Subtotal		**1,157**	**6,954**			**47,216**		**524**	**23,100**			**36,213**
Master Plan Areas												
Community Commercial							53.28	88	4,706	5.10	0.30	7,200
High Density Residential	6.65	1,111	7,388	9.70	0.70	50,161						
Industrial							2.66	1,526	4,058	11.80	0.30	14,366
Low Density Residential	9.52	1,621	15,430	9.70	0.70	104,771						
Low-Medium Density Residential	9.52	2,026	19,289	9.70	0.70	130,973						
Medium Density Residential	6.65	1,732	11,518	9.70	0.70	78,206						
Neighborhood Center [10]	6.65	73	486	9.70	0.70	3,303	53.28	195	10,377	5.10	0.30	15,877
Office							11.03	17	189	11.80	0.30	671
Park												
Public [11]												
MPA, Subtotal		**6,563**	**54,111**			**367,414**		**1,826**	**19,331**			**38,114**
TOTAL		**12,808**	**103,390**			**702,019**		**14,781**	**287,058**			**520,812**

[1] All Business Park land uses are in the TRIP; only 15% buildout assumed.
[2] Assumes 50% of acreage built out as community commercial; 50% built out as office.
[3] Assumes 33% of acreage built out as community commercial; 33% built out as office; 33% built out as high density residential.
[4] Assumes 50% of acreage built out as high density residential; 50% built out as office.
[5] 91% of industrial uses are located in the TRIP; 15% buildout assumed for these parcels. 100% buildout assumed for remaining 9%.
[6] Assumes 50% of acreage built out as medium density residential; 50% built out as office.
[7] 43% of office uses are located in the TRIP; 15% buildout assumed for these parcels. 100% buildout assumed for remaining 57%.
[8] FAR and jobs assumptions were not made for public uses in the GP.
[9] Assumes 75% of downtown built out as residential at high density; 25% built out as non-residential uses.
[10] Assumes 75% retail and 25% high-density residential.
[11] In MPAs, Public includes 89 acres of detention basin; other public uses assumed to be schools/public recreation facilities.

Sources: City of Turlock; Omni-Means, Ltd.; Dyett & Bhatia; Economic & Planning Systems, Inc.

"Citywide" Trip and Trip Mile Summary

Of the three benefit zones, the MPA will generate the most new residential traffic, followed closely behind by the City Infill area. However, the City Infill will generate a much larger amount of nonresidential trips and trip miles than either the MPA or PPA. Overall, the City Infill area will generate the most new trips and trip miles, followed in descending order by the MPA and PPA areas.

City-wide, the new General Plan is expected to generate 103,390 new residential trips and 702,019 residential trip miles, 287,058 nonresidential trips and 520,812 nonresidential trip miles, for a combined total of 390,448 new trips and 1,222,832 trip miles.

Cost per Trip Mile Calculations

Having determined growth in new trips and trip miles per Zone of Benefit, the next step is to determine the cost per new trip mile in each Zone by dividing allocated Zone costs by trip miles generated. **Table 10** summarizes the cost per trip mile for each Zone of Benefit. As shown, the cost per new trip mile is the same for City Infill and PPA areas. This is because the same proportion of all "Citywide" projects is allocated to each of these Zones of Benefit. The cost per new trip mile is slightly higher for the MPA zone, because specific roadway projects, as previously discussed, were identified as primarily benefiting the MPA zone, and were excluded from the City Infill and PPA calculations.

Fee Schedules by Zone of Benefit

Using the calculated cost per new trip mile for each Zone of Benefit, the fee schedule was developed for each Zone. These are presented in **Table 11** (City Infill), **Table 12** (PPA) **and Table 13** (MPA).

City Infill Fee Summary

The calculated City Infill fee per Single-Family Dwelling Unit (SFDU) is $9,072. This fee is higher than the PPA fee but lower than the MPA fee.

Downtown Pedestrian Priority Area Fee Summary

The calculated PPA fee per Single-Family Dwelling Unit (SFDU) is $8,165. This fee is lower than the City Infill area due to the lower trip generation rate, despite the same cost per trip mile.

Master Plan Areas Fee Summary

The calculated MPA fee per Single-Family Dwelling Unit (SFDU) is $9,796. This fee is higher than the City Infill fee and the PPA fee due to the MPA-specific roadway projects included in the cost per trip mile.

Table 10
Cost per Trip Mile by Zone of Benefit
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Project Category	Cost Allocation by Zone of Benefit		
	City Infill	PPA	MPA
Subtotal Roadway Projects	$33,555,409	$3,814,669	$23,081,161
Subtotal Intersection Projects	$15,124,873	$1,719,436	$8,357,775
Subtotal Traffic Signal Projects	$6,169,478	$701,363	$3,409,159
Subtotal Overcrossing Projects	$17,524,587	$1,992,242	$9,683,820
Subtotal Interchange Projects	$26,100,009	$2,967,119	$14,422,467
Subtotal Miscellaneous Costs (Technical Studies, PSRs,PS&E)	$1,200,287	$136,452	$663,261
Subtotal Bike Projects	$437,237	$49,706	$241,610
Subtotal Median Projects Costs	$1,938,909	$220,420	$1,071,412
Subtotal Program Reimbursements	$948,792	$107,861	$524,288
Total Street Improvement Projects	**$102,999,581**	**$11,709,270**	**$61,454,953**
New Trip Miles Generated	733,875	83,429	405,528
Cost Per New Trip Mile	**$140.35**	**$140.35**	**$151.54**

Source: Omni-Means.

Table 11
City Infill Transportation Fee Calculation
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Land Use Category [1,2]	Unit	Daily Trip Ends [3]	Average Distance	Trip-end to Trip	Additional Trip Miles	Cost per Trip Mile	Impact Fee per Unit or 1,000 Sq.Ft.
RESIDENTIAL LAND USES							
Single-Family Dwelling Unit [4]	per Unit	9.52	9.7	0.7	64.64	$140.35	$9,072
Multi-Family Dwelling Unit [4]	per Unit	6.65	9.7	0.7	45.15	$140.35	$6,337
Senior Assisted Living/ Nursing Facilities	per Bed	2.66	9.7	0.7	18.06	$140.35	$2,535
2nd Unit/Accessory Unit	per Unit	5.81	9.7	0.7	39.45	$140.35	$5,537
Mobile Home Dwelling	per Unit	4.99	9.7	0.7	33.88	$140.35	$4,755
COMMERCIAL/RETAIL [5]							
Retail: < 100,000 sq.ft.	per 1,000 sq.ft.	67.91	4.0	0.3	81.49	$140.35	$11,438
Retail: ≥ 100,000 sq.ft.	per 1,000 sq.ft.	41.80	6.5	0.3	81.52	$140.35	$11,441
Gas Station	per VFP	162.78	1.0	0.3	48.83	$140.35	$6,854
Hotel/Motel	per Room	8.17	10.7	0.3	26.23	$140.35	$3,681
COMMERCIAL/OTHER [5]							
Office	per 1,000 sq.ft.	11.03	11.8	0.3	39.05	$140.35	$5,480
Medical Office	per 1,000 sq.ft.	36.13	6.3	0.3	68.29	$140.35	$9,584
Hospital	per 1,000 sq.ft.	13.22	6.3	0.3	24.99	$140.35	$3,507
Institutional/Assembly	per 1,000 sq.ft.	9.11	6.3	0.3	17.22	$140.35	$2,417
INDUSTRIAL							
Industrial < 25,000 sq. ft.	per 1,000 sq.ft.	4.10	9.3	0.3	11.44	$140.35	$1,605
Industrial > 25,000 sq. ft	per 1,000 sq.ft.	2.66	11.8	0.3	9.42	$140.35	$1,322
Warehouse	per 1,000 sq.ft.	2.61	11.8	0.3	9.22	$140.35	$1,294

[1] Newly proposed land uses that do not conform to the land uses listed in Table 4 will be evaluated independently to establish an appropriate impact fee for the proposed land use.
[2] The City's Traffic Engineer will rely on data from the ITE Trip Generation Manual, or other valid traffic engineering data as may be available.
[3] Trip generation rates based on ITE Trip Generation Manual, 9th Edition.
[4] An age-restricted senior housing discount of 50% will be applied to the transportation component of the fee with legal documentation (e.g., deed restriction).
[5] If retail or commercial project includes a drive-through, a fee premium of 25% will be added to the transportation component of the fee.

Source: Omni-Means.

Table 12
PPA Transportation Fee Calculation
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Land Use Category [1,2]	Unit	Daily Trip Ends [3]	Average Distance	Trip-end to Trip	Additional Trip Miles	Cost per Trip Mile	Impact Fee per Unit or 1,000 Sq.Ft.
RESIDENTIAL LAND USES							
Single-Family Dwelling Unit [4]	per Unit	8.57	9.7	0.7	58.18	$140.35	$8,165
Multi-Family Dwelling Unit [4]	per Unit	5.99	9.7	0.7	40.64	$140.35	$5,704
Senior Assisted Living/ Nursing Facilities	per Bed	2.39	9.7	0.7	16.26	$140.35	$2,281
2nd Unit/Accessory Unit	per Unit	5.23	9.7	0.7	35.50	$140.35	$4,983
Mobile Home Dwelling	per Unit	4.49	9.7	0.7	30.49	$140.35	$4,280
COMMERCIAL/RETAIL [5]							
Retail: < 100,000 sq.ft.	per 1,000 sq.ft.	61.12	4.0	0.3	73.34	$140.35	$10,294
Retail: ≥ 100,000 sq.ft.	per 1,000 sq.ft.	37.62	6.5	0.3	73.37	$140.35	$10,297
Gas Station	per VFP	146.50	1.0	0.3	43.95	$140.35	$6,168
Hotel/Motel	per 1,000 sq.ft.	7.35	10.7	0.3	23.60	$140.35	$3,313
COMMERCIAL/OTHER [5]							
Office	per 1,000 sq.ft.	9.93	11.8	0.3	35.14	$140.35	$4,932
Medical Office	per 1,000 sq.ft.	32.52	6.3	0.3	61.46	$140.35	$8,626
Hospital	per 1,000 sq.ft.	11.90	6.3	0.3	22.49	$140.35	$3,156
Institutional/Assembly	per 1,000 sq.ft.	8.20	6.3	0.3	15.50	$140.35	$2,175
INDUSTRIAL							
Industrial < 25,000 sq. ft.	per 1,000 sq.ft.	3.69	9.3	0.3	10.30	$140.35	$1,445
Industrial > 25,000 sq. ft	per 1,000 sq.ft.	2.39	11.8	0.3	8.47	$140.35	$1,189
Warehouse	per 1,000 sq.ft.	2.34	11.8	0.3	8.30	$140.35	$1,165

[1] Newly proposed land uses that do not conform to the land uses listed in Table 4 will be evaluated independently to establish an appropriate impact fee for the proposed land use.
[2] The City's Traffic Engineer will rely on data from the ITE Trip Generation Manual, or other valid traffic engineering data as may be available.
[3] Trip generation rates based on ITE Trip Generation Manual, 9th Edition.
[4] An age-restricted senior housing discount of 50% will be applied to the transportation component of the fee with legal documentation (e.g., deed restriction).
[5] If retail or commercial project includes a drive-through, a fee premium of 25% will be added to the transportation component of the fee.

Source: Omni-Means.

Table 13
MPA Transportation Fee Calculation
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Land Use Category [1,2]	Unit	Daily Trip Ends [3]	Average Distance	Trip-end to Trip	Additional Trip Miles	Cost per Trip Mile	Impact Fee per Unit or 1,000 Sq.Ft.
RESIDENTIAL LAND USES							
Single-Family Dwelling Unit [4]	per Unit	9.52	9.7	0.7	64.64	$151.54	$9,796
Multi-Family Dwelling Unit [4]	per Unit	6.65	9.7	0.7	45.15	$151.54	$6,843
Senior Assisted Living/ Nursing Facilities	per Bed	2.66	9.7	0.7	18.06	$151.54	$2,737
2nd Unit/Accessory Unit	per Unit	5.81	9.7	0.7	39.45	$151.54	$5,978
Mobile Home Dwelling	per Unit	4.99	9.7	0.7	33.88	$151.54	$5,135
COMMERCIAL/RETAIL [5]							
Retail: < 100,000 sq.ft.	per 1,000 sq.ft.	67.91	4.0	0.3	81.49	$151.54	$12,350
Retail: ≥ 100,000 sq.ft.	per 1,000 sq.ft.	41.80	6.5	0.3	81.52	$151.54	$12,353
Gas Station	per VFP	162.78	1.0	0.3	48.83	$151.54	$7,400
Hotel/Motel	per 1,000 sq.ft.	8.17	10.7	0.3	26.23	$151.54	$3,974
COMMERCIAL/OTHER [5]							
Office	per 1,000 sq.ft.	11.03	11.8	0.3	39.05	$151.54	$5,917
Medical Office	per 1,000 sq.ft.	36.13	6.3	0.3	68.29	$151.54	$10,348
Hospital	per 1,000 sq.ft.	13.22	6.3	0.3	24.99	$151.54	$3,786
Institutional/Assembly	per 1,000 sq.ft.	9.11	6.3	0.3	17.22	$151.54	$2,609
INDUSTRIAL							
Industrial < 25,000 sq. ft.	per 1,000 sq.ft.	4.10	9.3	0.3	11.44	$151.54	$1,734
Industrial > 25,000 sq. ft	per 1,000 sq.ft.	2.66	11.8	0.3	9.42	$151.54	$1,427
Warehouse	per 1,000 sq.ft.	2.61	11.8	0.3	9.22	$151.54	$1,397

[1] Newly proposed land uses that do not conform to the land uses listed in Table 4 will be evaluated independently to establish an appropriate impact fee for the proposed land use.
[2] The City's Traffic Engineer will rely on data from the ITE Trip Generation Manual, or other valid traffic engineering data as may be available.
[3] Trip generation rates based on ITE Trip Generation Manual, 9th Edition.
[4] An age-restricted senior housing discount of 50% will be applied to the transportation component of the fee with legal documentation (e.g., deed restriction).
[5] If retail or commercial project includes a drive-through, a fee premium of 25% will be added to the transportation component of the fee.

Source: Omni-Means.

4. General Government Facility and Other Improvements

The general government portion of the CFF covers a number of departments and offices that conduct a range of administrative duties and other functions necessary for the City to provide public services to residents and businesses. Since most general government services serve the needs of both residents and businesses (employees), it is assumed that both residential and nonresidential development will pay a general government impact fee.

Capital Facility Cost Assumptions

The new general government capital facilities and improvements required through buildout of the General Plan are shown in **Table 14**. The existing City Hall building will be renovated and expanded as part of a four-phase project, although only the first two phases are reflected in this CFF update. The cost estimates were provided by CUMMING as part of a space needs study prepared by BFGC – IBI Group and by the City of Turlock.

Additionally, a 17-acre site will need to be acquired for future expansion of the City's Corporation Yard. The assumed cost per acre for land of $110,000 is based on a search of industrial-zoned vacant land listings in early 2013 (see **Table E-1** in **Appendix E**). The actual land cost will depend on market conditions at the time of purchase and other factors.

Total facility improvements are projected to cost $10.1 million.

General Plan Implementation Studies and Costs

In addition to physical facilities and improvements, there are approximately $6.5 million of General Plan Implementation Studies required through buildout of the General Plan and that are included in the CFF update.[4] Studies include a Sanitary Sewer Master Plan, a Stormwater Master Plan, Plan Line studies, a Downtown Parking Study and associated facilities, and the next General Plan Update. The complete inventory is shown on **Table 14**.

Cost Allocation

The capital facility improvements allocated to new development are based on maintaining the same level of service for new development as is currently provided to existing residents. Level of service, for the purposes of this nexus study, is based on the number of City staff per 1,000 residents and the average square feet of facility space required per City staff (by position). Space needs estimates were prepared by BFGC-IBI Group and associated cost estimates were prepared by CUMMING in 2011.

[4] Under guidance from the City Attorney and pursuant to Government Code Section 66014, General Plan implementation studies required to plan for future growth are included in the CFF Program under the General Government component.

Table 14
General Government Improvements and Cost Estimates
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Item	Standard and Assumptions	Cost per Item	Total Cost	Source
Projected Population Growth	*36,052 new residents*			
	5.5 staff per 1,000 residents			
	198 new staff			
Existing Conditions can Accommodate	*54 new staff*			
Future Space Needed to Accommodate	*144 new staff*			
General Plan Implementation Studies				
Discount Superstore Demand Analysis		$25,000 for Study	$25,000	City of Turlock
Truck Routes and "Industrial Streets" Review		$25,000 for Study	$25,000	City of Turlock
Sanitary Sewer Master Plan		$200,000 for Study	$200,000	City of Turlock
Stormwater Master Plan		$160,000 for Study	$160,000	City of Turlock
Sports and Recreation Facilities Prioritization and Feasibility Study		$75,000 for Study	$75,000	City of Turlock
Feasibility Study for Determining New Fire Station Location and Needs		$75,000 for Study	$75,000	City of Turlock
SOI Fee Expansion Study		$80,000 for Study	$80,000	City of Turlock
Plan Line Studies		$500,000 for Study	$500,000	City of Turlock
East Side Expressway Plan Line Study		$300,000 for Study	$300,000	City of Turlock
Downtown Parking Study and Facilities		$3,000,000 for Study and Facilities	$3,000,000	City of Turlock
Bicycle Master Plan		$250,000 for Study	$250,000	City of Turlock
Transit Center Feasibility		$25,000 for Study	$25,000	City of Turlock
CFF Funding Evaluation		$40,000 for Study	$40,000	City of Turlock
General Plan Update		$1,750,000 for Study	$1,750,000	City of Turlock
General Plan Implementation Studies			**$6,505,000**	
City Building Renovation and Expansion [1]				
Existing Buildings	1 existing building improvements	$218,540 for existing buildings	$218,540	CUMMING Cost Estimate [2]
Phase 1	1 phase 1 improvements	$4,476,729 for phase 1 improvements	$4,476,729	CUMMING Cost Estimate [2]
Phase 2	1 phase 2 improvements	$3,508,599 for phase 2 improvements	$3,508,599	CUMMING Cost Estimate [2]
Purchase of 17-Acre Parcel for Future Corporation Yard Expansion	17 acres	$110,219 per acre	$1,873,721	LoopNet Land Listings, as of February 2013
Facilities Improvements			**$10,077,589**	
Total			**$16,582,589**	

[1] This model presents Phase 1 and 2 of the proposed project scheme for the City of Turlock. There are four other schemes that also may meet expansion needs.
[2] Cumming cost estimates exclude cost escalations to ensure all cost estimates are in constant 2012 dollars.

Sources: City of Turlock; CUMMING Cost Estimate Report; LoopNet; Economic & Planning Systems, Inc.

The City of Turlock is anticipating that the population of the City will increase by 36,052 persons by buildout of the General Plan. In order to maintain the same ratio of 5.5 City staff per 1,000 residents, the space needs analysis found that with some renovation of existing buildings, the current City Hall can support City staff increases through 2023 at which point additional space will be required.

According to City staff, the General Plan implementation studies included herein would not be needed but for the new growth that is expected to occur. Consequently, 100 percent of total costs are allocated to the CFF.[5]

Total general government costs amount to $16.6 million. As shown on **Table 15**, the general government costs allocated to new development and included in the CFF program are $15.4 million.

Fee Calculation

The General Government fee is calculated in three steps. First, the fair share cost allocated to new development is further allocated to residential and nonresidential development based on the relative demand for services generated by residents and employees as shown on **Table 15**. If the demand for a particular facility is driven by both residential and nonresidential growth, the cost allocation is based on relative Service Population growth of residents and employees, respectively, as calculated in **Table C-1** in **Appendix C**.

Second, a per-capita or per-employee cost is determined by dividing new population and employment growth by the total cost allocated to each.

Finally, the facility cost for each impact fee land use category is calculated based on the population and employment density assumptions shown in **Table 7**. The costs are calculated on **Table 16**.

[5] Under guidance from the City Attorney and pursuant to Government Code Section 66014, General Plan implementation studies required to plan for future growth are included in the CFF Program under the General Government component.

Table 15
General Government Costs and Cost Allocation
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Item	Total Cost	Attributable to New Growth [1]		Allocation			
		Percent	Amount	Residential [2]		Commercial [3]	
General Plan Update and Other Studies [4]	$6,505,000	100%	$6,505,000	79%	$5,120,765	21%	$1,384,235
City Hall Expansion							
Existing Buildings	$218,540	100%	$218,540	79%	$172,036	21%	$46,504
Phase 1	$4,476,729	100%	$4,476,729	79%	$3,524,101	21%	$952,628
Phase 2	$3,508,599	100%	$3,508,599	79%	$2,761,985	21%	$746,614
Purchase of 17-Acre Parcel for Future Corporation Yard Expansion	$1,873,721	37%	$695,062	79%	$547,156	21%	$147,906
Total	**$16,582,589**		**$15,403,930**		**$12,126,043**		**$3,277,887**

[1] The costs of improvements that are required only to serve new development are 100% attributable to the fee program. The costs of improvements that benefit existing development and future development are partially allocated to the fee program in proportion to the projected service population growth. **See Table 6.**

[2] Residential growth is projected to account for 79% of the future service population. **See Appendix C, Table C-1.**

[3] Commercial growth is projected to account for 21% of the future service population. **See Appendix C, Table C-1.**

[4] As advised by the City Attorney and pursuant to Government Code Section 66014 (b), the costs of preparing the General Plan update and other General Plan implementation studies are included in the CFF program.

Sources: City of Turlock; Economic & Planning Systems, Inc.

Table 16
General Government Facilities Fee Calculation
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Item	Metric	People per Household [1] or Sq.Ft. per Employee [2]	General Government
Total Costs Attributable to New Growth			**$15,403,930**
Residential Allocation			$12,126,043
New Residential Population			36,052
Cost per Resident			$336
Commercial Allocation			$3,277,887
New Employee Population			25,213
Cost per Employee			$130
Residential			
Single Family Residential (SFR)	per D.U.	3.20	$1,076
Multifamily Residential (MFR)	per D.U.	2.60	$875
Senior Assisted Living/ Nursing Facilities	per bed	1.00	$336
2nd Unit/ Accessory Unit	per D.U.	1.00	$336
Mobile Home Park	per unit	1.78	$597
Commercial/Retail			
Retail: < 100,000 sq.ft.	per 1,000 sq.ft.	450	$289
Retail: ≥ 100,000 sq.ft.	per 1,000 sq.ft.	500	$260
Gas Station	per VFP	2.00	$260
Hotel/ Motel	per room	1.00	$130
Commercial/Other			
Office	per 1,000 sq.ft.	300	$433
Medical Office	per 1,000 sq.ft.	350	$371
Hospital	per 1,000 sq.ft.	400	$325
Institutional/ Assembly	per 1,000 sq.ft.	750	$173
Industrial			
Industrial < 25,000 sq.ft.	per 1,000 sq.ft.	600	$217
Industrial > 25,000 sq.ft.	per 1,000 sq.ft.	1,000	$130
Warehouse	per 1,000 sq.ft.	1,500	$87

[1] Average number of persons per occupied unit in Turlock is based on General Plan assumptions and consistent with data from 2007 to 2011 from the American Community Survey conducted by the U.S. Census Bureau.

[2] Averages based on a number of widely relied upon data sources, including previous EPS experience.

Sources: City of Turlock; Economic & Planning Systems, Inc.

5. POLICE SERVICE FACILITY IMPROVEMENTS

The City of Turlock's Police Department is responsible for a range of services in the City, including patrol and traffic operations, 911-dispatch, police record keeping, animal control, neighborhood services, and investigations. Since most police services serve the needs of both residents and businesses (employees), it is assumed that both residential and nonresidential development will pay a general government impact fee. The animal services improvement costs, however, will only be allocated to residential development, as it is assumed that employees working in Turlock do not contribute to the Citywide demand for animal services.

Capital Improvements and Cost Assumptions

The new police service facility improvements required through buildout of the General Plan are shown in **Table 17** and have been identified by City staff based on existing service standards for police facilities, officers and equipment. With projected population growth of 36,052, and a service standard of 1.5 officers per 1,000 residents, approximately 54 new officers will be required. To accommodate this demand through buildout of the General Plan, the Police Department will need to purchase nearly $2.0 million in police vehicles and equipment for the new officers. The City also plans to expand the Animal Services facility at a cost of approximately $775,000.

Also included in the CFF is the outstanding loan balance of approximately $4.1 million for expansion of the public safety facility. Expansion of the facility was determined necessary to maintain the level of police service to new development through buildout of the General Plan and the cost of the expansion was included in the existing Capital Facilities Fee.

The total costs related to police service facilities, equipment, and the Public Safety Facility loan balance are estimated to be $6.8 million.

Cost Allocation

The cost allocation to new development for most of the police facilities and equipment is based on maintaining current service standards to serve population and employment growth through buildout of the General Plan as determined by City staff. Though the Turlock Police Services building has already been constructed, the remaining loan balance on the construction loan is included in the CFF program as it was determined in the prior nexus findings to benefit new development through buildout of the General Plan.

Table 18 summarizes the costs allocated to new development for police facilities and equipment. The total costs allocated to new development for police services are $6.8 million.

Table 17
Police Services Improvements and Cost Estimates
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Item	Standard and Assumptions	Cost per Item	Total Cost	Source
Projected Population Growth	*36,052 new residents* *1.5 officers per 1,000 residents* *54 new officers*			
Communications Center Equipment (Consoles)	1 console per approx. 15,000 residents			
	2 new consoles	$25,000 per console	$50,000	City of Turlock
Animal Services Expansion [1]	- -	- -	$775,050	CUMMING Cost Estimate [2]
Emergency Service Vehicles	1 vehicle per 3 officers			
	18 new vehicles	$30,000 per vehicle	$540,000	City of Turlock
Police Officer Equipment	54 new sets of equipment	$6,500 per set	$351,000	City of Turlock
Workstations for Officers	0.55 workstations per officer			
	54 new officers			
	30 new workstations	$6,000 per workstation	$180,000	City of Turlock
Workstations for Non-Sworn	1 workstation per non-sworn employee			
	1 non-sworn employee per 2 officers			
	27 new non-sworn employees			
	27 new workstations	$5,000 per workstation	$135,000	City of Turlock
Motorcycles	1 motorcycle per 30,000 residents			
	1 new motorcycle	$32,000 per motorcycle	$32,000	City of Turlock
Staff Vehicles	42 staff vehicles per approx. 70,000 residents			
	1 staff vehicle per 1,667 residents			
	22 new staff vehicles	$30,000 per staff vehicle	$660,000	City of Turlock
Public Facilities Building (Outstanding Loan)	- -	- -	$4,100,000	City of Turlock
Total			**$6,823,050**	

[1] Animal Services is a subsection of the Police Department. Expansion is assumed to benefit residential development only.
[2] Cumming cost estimates exclude cost escalations to ensure all cost estimates are in constant 2012 dollars.

Sources: City of Turlock; CUMMING Cost Estimate Report; LoopNet; Economic & Planning Systems, Inc.

Table 18
Police Services and Cost Allocation
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Item	Total Cost	Attributable to New Growth [1]		Allocation			
		Percent	Amount	Residential [2]		Commercial [3]	
Public Safety Facility Communications Center Equipment (Consoles)	$50,000	100%	$50,000	79%	$39,360	21%	$10,640
Animal Services Expansion	$775,050	100%	$775,050	100%	$775,050	0%	$0
Emergency Service Vehicles	$540,000	100%	$540,000	79%	$425,090	21%	$114,910
Police Officer Equipment	$351,000	100%	$351,000	79%	$276,309	21%	$74,691
Workstations for Officers	$180,000	100%	$180,000	79%	$141,697	21%	$38,303
Workstations for Non-Sworn	$135,000	100%	$135,000	79%	$106,273	21%	$28,727
Motorcycles	$32,000	100%	$32,000	79%	$25,191	21%	$6,809
Staff Vehicles	$660,000	100%	$660,000	79%	$519,555	21%	$140,445
Public Facilities Building (Outstanding Loan)	$4,100,000	100%	$4,100,000	79%	$3,227,538	21%	$872,462
Total	**$6,823,050**		**$6,823,050**		**$5,536,063**		**$1,286,987**

[1] The costs of improvements that are required only to serve new development are 100% attributable to the fee program. The costs of improvements that benefit existing development and future development are partially allocated to the fee program in proportion to the projected service population growth. **See Table 6.**
[2] Residential growth is projected to account for 79% of the future service population. **See Appendix C, Table C-1.**
[3] Commercial growth is projected to account for 21% of the future service population. **See Appendix C, Table C-1.**

Sources: City of Turlock; Economic & Planning Systems, Inc.

Fee Calculation

The police fee is calculated in three steps. First, the fair share cost allocated to new development is further allocated to residential and nonresidential development based on the relative demand for services generated by residents and employees, as shown in **Table 18**. If the demand for a particular facility is driven by both residential and nonresidential growth, the cost allocation is based on relative Service Population growth of residents and employees, respectively, as calculated in **Table C-1** in **Appendix C**. The cost associated with the expansion of the animal services facility is allocated entirely to new residential development.

Second, a per-capita or per-employee cost is determined by dividing new population and employment growth by the total cost allocated to each.

Finally, the facility cost for each impact fee land use category is calculated based on the population and employment density assumptions shown in **Table 7**. The costs are calculated on **Table 19**.

Table 19
Police Services Facilities Fee Calculation
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Item	Metric	People per Household [1] or Sq.Ft. per Employee [2]	Police Safety Facilities
Total Costs Attributable to New Growth			**$6,823,050**
Residential Allocation			$5,536,063
New Residential Population			36,052
Cost per Resident			$154
Commercial Allocation			$1,286,987
New Employee Population			25,213
Cost per Employee			$51
Residential [3]			
Single Family Residential (SFR)	per D.U.	3.20	$491
Multifamily Residential (MFR)	per D.U.	2.60	$399
Senior Assisted Living/ Nursing Facilities	per bed	1.00	$154
2nd Unit/ Accessory Unit	per D.U.	1.00	$154
Mobile Home Park	per unit	1.78	$273
Commercial/Retail [4]			
Retail: < 100,000 sq.ft.	per 1,000 sq.ft.	450	$113
Retail: ≥ 100,000 sq.ft.	per 1,000 sq.ft.	500	$102
Gas Station	per VFP	2	$102
Hotel/ Motel	per room	1	$51
Commercial/Other			
Office	per 1,000 sq.ft.	300	$170
Medical Office	per 1,000 sq.ft.	350	$146
Hospital	per 1,000 sq.ft.	400	$128
Institutional/ Assembly	per 1,000 sq.ft.	750	$68
Industrial			
Industrial < 25,000 sq.ft.	per 1,000 sq.ft.	600	$85
Industrial > 25,000 sq.ft.	per 1,000 sq.ft.	1,000	$51
Warehouse	per 1,000 sq.ft.	1,500	$34

[1] Average number of persons per occupied unit in Turlock is based on General Plan assumptions and consistent with data from 2007 to 2011 from the American Community Survey conducted by the U.S. Census Bureau.

[2] Averages based on a number of widely relied upon data sources, including previous EPS experience.

Sources: City of Turlock; Economic & Planning Systems, Inc.

6. FIRE SERVICE FACILITY IMPROVEMENTS

The City of Turlock's Fire Department is responsible for handling daily emergency response activities in the City, including medical emergencies, fires, hazardous materials spills, technical rescues, public assistance, and other emergency calls. Since most fire services serve the needs of both residents and businesses (employees), it is assumed that both residential and nonresidential development will pay a general government impact fee.

Capital Improvements and Cost Assumptions

The City of Turlock has identified a number of fire service facility improvements required to meet service demands and serve existing and future development in the City through buildout of the General Plan. **Table 20** presents the projected needs for fire facilities and equipment and estimated costs. In particular, a new fire training facility is required which will benefit existing and new development and a new fire station to be located in the Southeast area of the City (along with all associated apparatus and equipment) will be required primarily to serve future growth in the MPAs.

The CUMMING cost estimate report estimates the cost of constructing the fire training facility will be approximately $8.8 million. Approximately one acre of land will need to be purchased for the fire station at an estimated cost of approximately $110,000 based on a LoopNet listing of available land as of February 2013 (see **Table E-1** in **Appendix E**). The City estimates that the new fire station and associated apparatus and equipment will cost approximately $4.8 million. The land need is based on the City's professional judgment and the cost assumption is based on the cost of a recently-constructed and outfitted fire station in the City. The Fire Department also plans to purchase approximately $112,000 in fire service vehicles and personal protective equipment. Total fire service costs are estimated to be $13.8 million.

Cost Allocation

Because the new fire training facility will benefit existing and new development, the cost of the facility is allocated to new development on the basis of service population growth relative to future service population. The service population calculation for improvements that are of Citywide benefit is shown on **Table C-1** in **Appendix C**.

The new fire station and associated equipment, however, would not be needed but for the new development in the MPAs. As such, costs are allocated to the City's Zones of Benefit before determining the allocation to new development. Even though the new station primarily will serve the new development in the MPAs, it also will affect station service boundaries and increase the service capacity of the fire department overall, resulting in faster response times Citywide. The allocation to the MPAs and the rest of the City is based on the professional judgment of City staff in consideration of service boundaries and response times and how each will be affected by new development in the MPAs. It is assumed that the costs are 75 percent attributable to the MPAs and 25 percent attributable to the rest of the City, as shown on **Table 21**. The cost allocation to

Table 20
Fire Services Improvements and Cost Estimates
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Item	Standard and Assumptions	Cost per Item	Total Cost	Source
Purchase of 1.0-Acre Parcel for Fire Station	1 acre	$110,219 per acre	$110,219	LoopNet Land Listings, as of February 2013
Fire Station, Apparatus and Related Equipment for Master Plan Areas	- -	- -	$4,800,000	City of Turlock
Staff Vehicles	1 for fire inspector	$40,000 per vehicle	$40,000	City of Turlock
	1 for division chief	$40,000 per vehicle	$40,000	City of Turlock
Personal Protective Equipment (PPE)	10 sets of PPE	$3,200 per set	$32,000	City of Turlock
Fire Training Facility	- -	- -	$8,838,538	CUMMING Cost Estimate [1]
Total			**$13,750,538**	

[1] Cumming cost estimates exclude cost escalations to ensure all cost estimates are in constant 2012 dollars.

Sources: City of Turlock; CUMMING Cost Estimate Report; LoopNet; Economic & Planning Systems, Inc.

Table 21
Fire Services Costs and Cost Allocation
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Item	Improvement: Fire Station, Apparatus and Related Equipment for SE Quadrant	Improvement: Staff Vehicles	Improvement: Personal Protective Equipment (PPE)	Improvement: Fire Training Facility	Total
Cost	$4,800,000	$80,000	$32,000	$8,838,538	**$13,750,538**
Citywide [1]					
Attributable to New Growth [2]	n/a	n/a	n/a		
Percent				37%	
Amount				$3,278,681	**$3,278,681**
Allocation [3]					
Residential				$2,580,993	**$2,580,993**
Commercial				$697,689	**$697,689**
Master Plan Areas [4]					
Attributable to the MPAs	75%	75%	75%		
Attributable to New Growth [2]				n/a	
Percent	99.6%	99.6%	99.6%		
Amount	$3,587,143	$59,786	$23,914		**$3,670,843**
Allocation [5]					
Residential	$3,432,791	$57,213	$22,885		**$3,512,889**
Commercial	$154,352	$2,573	$1,029		**$157,954**
City Infill [4]					
Attributable to the Rest of City	25%	25%	25%		
Attributable to New Growth [2]				n/a	
Percent	25.5%	25.5%	25.5%		
Amount	$305,435	$5,091	$2,036		**$312,562**
Allocation [6]					
Residential	$202,656	$3,378	$1,351		**$207,385**
Commercial	$102,779	$1,713	$685		**$105,178**

[1] The Citywide cost allocation is used for those improvements that benefit the entire City.
[2] The costs of improvements that are required only to serve new development are 100% attributable to the fee program. The costs of improvements that benefit existing development and future development are partially allocated to the fee program in proportion to the projected service population growth. Se
[3] Citywide, residential growth is projected to account for 79% of the future service population, while commercial growth is projected to account for 21% of the future service population. See **Appendix C, Table C-1**.
[4] The Master Plan Areas versus Rest of City distinction is used for those improvements that disproportionately benefit new growth in the Master Plan Areas. Though a new fire station in the Southeast Area will benefit primarily new growth in the Master Plan Areas, redistributed service boundaries will result in improved services and benefit existing development as well. This calculation assumes 75% of the benefit is to the Master Plan Areas and 25% of the benefit is to the rest of the City based on discussions with City staff.
[5] In the Master Plan Areas, residential growth is projected to account for 96% of the future service population, while commercial growth is projected to account for 4% of the future service population. See **Appendix C, Table C-2**.
[6] In the Rest of the City (Citywide less Master Plan Areas), residential growth is projected to account for 66% of the future service population, while commercial growth is projected to account for 34% of the future service population. See **Appendix C, Table C-3**.

Sources: City of Turlock; Economic & Planning Systems, Inc.

new development is then based on maintaining the same level of service for new development as exists for current residents. The service population calculations for the MPAs and the rest of the City are shown in **Tables C-2** and **C-3** in **Appendix C**.

Table 21 summarizes the costs allocated to new development for fire service facilities to be constructed and associated equipment based on Zone of Benefit. The total costs allocated to new development for fire services are approximately $7.3 million, reflecting $3.3 million Citywide, $3.7 million in the MPAs, and $313,000 in the rest of the City.

Fee Calculation

The Fire Service Facility fee is calculated in five steps, as shown in **Table 21** and **Table 22**. First, fire costs are allocated to each Zone of Benefit based the professional judgment of City staff in consideration of service boundaries and response times and how each will be affected by new development in the MPAs. Second, the allocation to the Zones of Benefit is further allocated to new development based on growth in each Zone's service population relative to the Zone's future service population. Third, the fair share cost allocated to each Zone is further allocated to residential and nonresidential development based on the relative demand for services generated by residents and employees. If the demand for a particular facility is driven by both residential and nonresidential growth, the cost allocation is based on relative Service Population growth of residents and employees, respectively, as calculated in **Tables C-1** through **C-3** in **Appendix C**. Fourth, a per-capita or per-employee cost is determined by dividing new population and employment growth by the total cost allocated to each. Finally, the facility cost for each impact fee land use category is calculated based on the population and employment density assumptions shown in **Table 7**. The costs are calculated on **Table 22**.

Table 22
Fire Services Facilities Fee Calculation
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Item	Metric	People per Household [1] or Sq.Ft. per Employee [2]	City Zone of Benefit		
			Citywide	Master Plan Areas	City Infill
Total Costs Attributable to New Growth			**$3,278,681**	**$3,670,843**	**$312,562**
Residential Allocation			$2,580,993	$3,512,889	$207,385
New Residential Population			36,052	18,474	17,578
Cost per Resident			$72	$190	$12
Commercial Allocation			$697,689	$157,954	$105,178
New Employee Population			25,213	2,149	23,064
Cost per Employee			$28	$73	$5
Residential [3]					
Single Family Residential (SFR)	per D.U.	3.20	$229	$608	$38
Multifamily Residential (MFR)	per D.U.	2.60	$186	$494	$31
Senior Assisted Living/ Nursing Facilities	per bed	1.00	$72	$190	$12
2nd Unit/ Accessory Unit	per D.U.	1.00	$72	$190	$12
Mobile Home Park	per unit	1.78	$127	$338	$21
Commercial/Retail [4]					
Retail: < 100,000 sq.ft.	per 1,000 sq.ft.	450	$61	$163	$10
Retail: ≥ 100,000 sq.ft.	per 1,000 sq.ft.	500	$55	$147	$9
Gas Station	per VFP	2	$55	$147	$9
Hotel/ Motel	per room	1	$28	$73	$5
Commercial/Other					
Office	per 1,000 sq.ft.	300	$92	$245	$15
Medical Office	per 1,000 sq.ft.	350	$79	$210	$13
Hospital	per 1,000 sq.ft.	400	$69	$184	$11
Institutional/ Assembly	per 1,000 sq.ft.	750	$37	$98	$6
Industrial					
Industrial < 25,000 sq.ft.	per 1,000 sq.ft.	600	$46	$122	$8
Industrial > 25,000 sq.ft.	per 1,000 sq.ft.	1,000	$28	$73	$5
Warehouse	per 1,000 sq.ft.	1,500	$18	$49	$3

[1] Average number of persons per occupied unit in Turlock is based on General Plan assumptions and consistent with data from 2007 to 2011 from the American
[2] Averages based on a number of widely relied upon data sources, including previous EPS experience.

Sources: City of Turlock; Economic & Planning Systems, Inc.

7. Economic Implications and Fee Comparison

This chapter discusses the potential economic implications of the proposed Turlock Capital Facilities Fees (CFF) based on a comparison of facilities fees in surrounding jurisdictions.

Regional Fee Comparison

As part of the CFF study, EPS gathered information on capital facilities development impact fees in a number of cities in the Turlock region, and compared them with the proposed fees calculated in this analysis. The proposed City of Turlock CFF was compared to fees in six cities: Manteca, Modesto, Merced, Ceres, and Atwater.[6]

Residential

Table 23 and **Figure 2** present the fee comparisons for a single-family, low-density residential unit. The proposed City of Turlock CFF ranges from a low of $10,300 per single-family unit in the Downtown Pedestrian Priority Area to a high of $12,567 in the Master Plan Areas. Including the City's current park improvement fees, total Turlock fees range from a low of $11,706 per single-family unit in the Downtown Pedestrian Priority Area to a high of $13,973 in the Master Plan Areas. The proposed Turlock CFF is at the high end of the range of fees for similar facilities in the other jurisdictions, yet consistent with Modesto. Atwater is at the low end of the range, with fees of $2,000 per unit. As shown in **Figure 2**, the transportation component of the Turlock CFF comprises the largest share of the total fee (including the park improvement fees) at approximately 70 percent.

Retail

Table 24 and **Figure 3** present a similar comparison for a retail development. The fees are shown per 1,000 square feet of space and assume development of under 100,000 square feet. The CFF for the City of Turlock ranges from $11,091 per 1,000 square feet of retail to $13,366 per 1,000 square feet of retail. In the comparison cities, the range of development fees for this nonresidential use ranges from $623 per 1,000 square feet in Atwater to $8,627 per 1,000 square feet in Modesto. The proposed retail impact fees are higher than those charged in any other jurisdiction surveyed. As shown in **Figure 3**, the transportation component of the CFF comprises the largest share of the total fee at approximately 93 percent. Excluding transportation improvements, Turlock's proposed fees are at the high-end, but not the highest, when compared with the comparison jurisdictions.

[6]Due to significant differences in Lodi's approach to development impact fees and fee structure, the City is not included as part of this fee comparison.

Table 23
Comparison of Capital Facilities Fees for Single-Family Residential Land Use
Turlock Capital Facilities Fee Update; EPS #18491

Fee [2]	Jurisdiction											
	Ceres [1]	Merced	Modesto	Manteca					Atwater	Turlock		
				Zone 1	Zone 2	Zone 3	Zone 4	Zone 5		PPA	MPAs	City Infill
Police	$428	$572	$852	-	-	-	-	-	$401	$491	$491	$491
Fire	$904	$427	$363	$250	$250	$250	$250	$250	$520	$267	$838	$267
General Government	$2,980	-	$479	$4,128	$4,128	$4,128	$4,128	$4,128	$379	$1,076	$1,076	$1,076
Transportation	$3,096	$3,008	$6,359	$2,038	$2,665	$2,723	$1,468	$2,366	$725	$8,165	$9,796	$9,072
Parks	$5,165	$462	$5,193	-	-	-	-	-	-	$1,406	$1,406	$1,406
Administration	-	-	$272	-	-	-	-	-	-	$300	$366	$327
Other	$194	-	$548	-	-	-	-	-	-	-	-	-
Total	**$12,767**	**$4,469**	**$14,066**	**$6,416**	**$7,043**	**$7,101**	**$5,846**	**$6,744**	**$2,025**	**$11,706**	**$13,973**	**$12,640**

[1] Fee includes 2% Administrative Fee.
[2] Fee per single-family dwelling unit.

Sources: City of Ceres; City of Merced; City of Modesto; City of Manteca; City of Atwater; and Economic & Planning Systems, Inc.

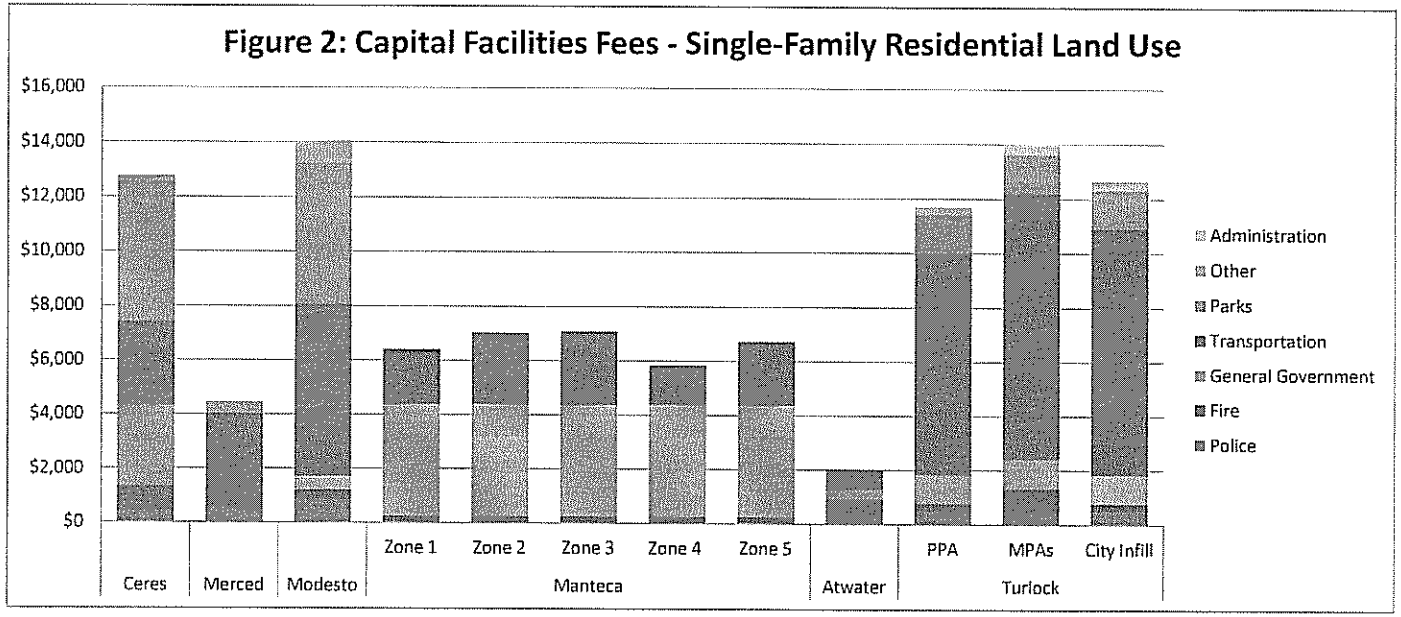
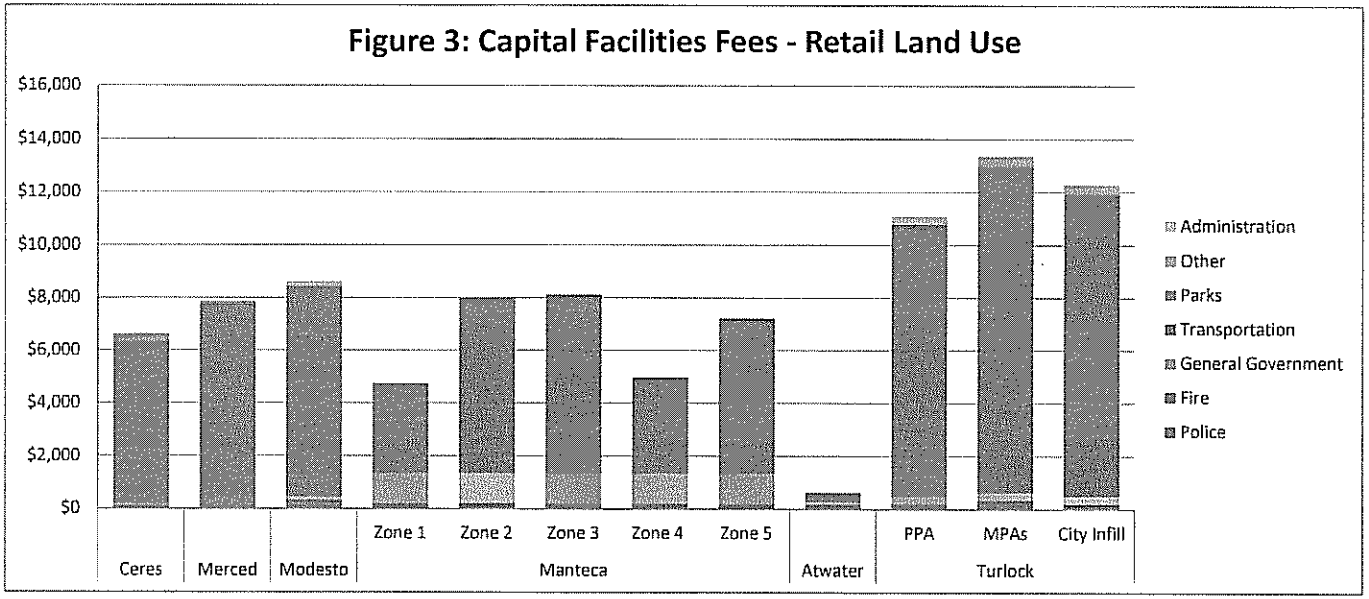


Table 24
Comparison of Capital Facilities Fees for Retail Land Use
Turlock Capital Facilities Fee Update; EPS #18491

	Jurisdiction											
	Ceres [1]	Merced	Modesto	Manteca					Atwater	Turlock		
Fee [2]				Zone 1	Zone 2	Zone 3	Zone 4	Zone 5		PPA	MPAs	City Infill
Police	$28	$447	$231	-	-	-	-	-	$73	$113	$113	$113
Fire	$59	$334	$75	$180	$180	$180	$180	$180	$95	$72	$225	$72
General Government	$80	-	$132	$1,160	$1,160	$1,160	$1,160	$1,160	$87	$289	$289	$289
Transportation	$6,160	$6,963	$7,977	$3,392	$6,642	$6,785	$3,635	$5,886	$367	$10,294	$12,350	$11,438
Parks	$265	$129	-	-	-	-	-	-	-	-	-	-
Administration	-	-	$212	-	-	-	-	-	-	$323	$389	$357
Other	$36	-	-	-	-	-	-	-	-	-	-	-
Total	**$6,628**	**$7,873**	**$8,627**	**$4,732**	**$7,982**	**$8,125**	**$4,975**	**$7,226**	**$623**	**$11,091**	**$13,366**	**$12,269**

[1] Fee includes 2% Administrative Fee.
[2] Fee per 1,000 square feet.

Sources: City of Ceres; City of Merced; City of Modesto; City of Manteca; City of Atwater; and Economic & Planning Systems, Inc.



Industrial

Table 25 and **Figure 4** present a CFF comparison for an industrial development, which for fee comparison purposes is assumed to be less than 25,000 square feet. The fees are shown per 1,000 square feet of space. The proposed City of Turlock CFF ranges from a low of $1,855 in the Downtown Pedestrian Priority Area to a high of $2,270 in the Master Plan Areas. The range of development fees for this nonresidential use ranges from $155 per 1,000 square feet in Atwater to $4,224 per 1,000 square feet in Ceres.

The proposed industrial impact fee would make Turlock very competitive among the jurisdictions surveyed; however, it remains higher than Merced and Atwater. As shown in **Figure 4**, the transportation component of the Turlock CFF comprises the largest share of the total fee at approximately 80 percent.

Excluding transportation improvements, Turlock's proposed fees are more consistent with the comparison jurisdictions. For example, excluding transportation, Turlock's fee would range from a low of $350 per 1,000 square feet of industrial space in the Downtown Pedestrian Priority Area to a high of $477 per 1,000 square feet of industrial space in the Master Plan Areas.

Regional Fees

It should be noted that in addition to the citywide fees compared in this analysis, development projects in Turlock and the comparison cities will also pay regional impact fees. For example, in Stanislaus County, a single-family residence will pay an impact fee of $7,072 which includes a transportation component of $3,968; a retail project will pay a fee of $3,312 per 1,000 square feet, including a transportation component of $2,714; and an industrial project will pay a fee of $1,625 per 1,000 square feet, of which $1,459 is the transportation component.

In San Joaquin County, a traffic impact mitigation fee is charged which ranges from $979 per single-family unit to $1,728 per single-family unit depending on where in the County the development occurs. The County's traffic impact mitigation fee for retail development ranges from $1,817 per 1,000 square feet to $3,717 per 1,000 square feet and from $617 per 1,000 square feet to $1,091 per 1,000 square feet for manufacturing space. San Joaquin County also charges a Habitat Conservation fee that ranges from $6,364 per acre for multi-purpose open space to $78,311 per acre for Wetted Vernal Pool land.

Merced County also charges countywide impact fees including fees for fire facilities, law enforcement facilities, public facilities, and regional transportation improvements approximately as follow:

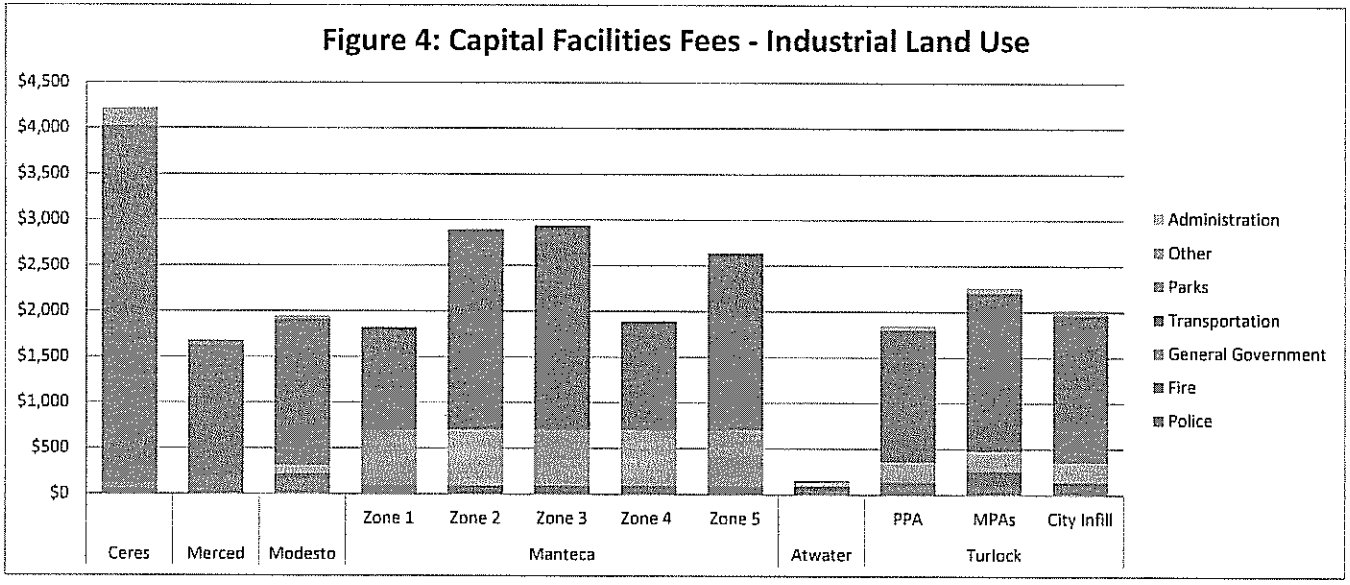
- Fire Facilities Impact Fee: single-family unit, $672 per unit; retail; $434 per 1,000 square feet; industrial, $309 per 1,000 square feet
- Law Enforcement Facilities Impact Fee: single-family unit, $641 per unit; retail; $630 per 1,000 square feet; industrial, $624 per 1,000 square feet
- Sphere of Influence Public Facilities Impact Fee: single-family unit, $10,404 per unit; retail; $20,200 per 1,000 square feet; industrial, $3,812 per 1,000 square feet

Table 25
Comparison of Capital Facilities Fees for Industrial Land Use
Turlock Capital Facilities Fee Update; EPS #18491

Fee [2]	Jurisdiction											
	Ceres [1]	Merced	Modesto	Manteca					Atwater	Turlock		
				Zone 1	Zone 2	Zone 3	Zone 4	Zone 5		PPA	MPAs	City Infill
Police	$20	$198	$166	-	-	-	-	-	$38	$85	$85	$85
Fire	$42	$148	$54	$90	$90	$90	$90	$90	$49	$54	$169	$54
General Government	$57	-	$95	$610	$610	$610	$610	$610	$54	$217	$217	$217
Transportation	$3,900	$1,278	$1,594	$1,126	$2,195	$2,238	$1,197	$1,939	$13	$1,445	$1,734	$1,605
Parks	$188	$57	-	-	-	-	-	-	-	-	-	-
Administration	-	-	$42	-	-	-	-	-	-	$54	$66	$59
Other	$17	-	-	-	-	-	-	-	-	-	-	-
Total	**$4,224**	**$1,681**	**$1,951**	**$1,826**	**$2,895**	**$2,938**	**$1,897**	**$2,639**	**$155**	**$1,855**	**$2,270**	**$2,020**

[1] Fee includes 2% Administrative Fee.
[2] Fee per 1,000 square feet.

Sources: City of Ceres; City of Merced; City of Modesto; City of Manteca; City of Atwater; and Economic & Planning Systems, Inc.



- Regional Transportation Impact Fee: single-family unit, $3,224 per unit; retail; $4,291 per 1,000 square feet; industrial, $1,458 per 1,000 square feet

There are additional road and circulation improvement impact fees collected that vary by Area of Benefit.

Economic Implications

The following section describes a general framework by which the economic implications of Turlock's proposed fees may be viewed and then provides an overview of potential implications by land use type.

General Considerations

On an economic and financial level, development impact fees should be considered from two perspectives:

1. **Fee Revenues and Economic Benefits**. Development impact fees, especially in growing areas, provide an important portion of the funding for development of infrastructure and capital facilities. As such, they support the policy goals of a jurisdiction in terms of providing desired public facilities and infrastructure such as transportation infrastructure, parks and recreation amenities, and public safety facilities/equipment. These improvements mitigate the impacts and demands of new development on public improvements and help in maintaining the quality of life attributes that both residents and employers seek. Development impact fees can also help overcome infrastructure development obstacles by providing an opportunity to spread the cost burden of improvements over a broader range of developments where substantial upfront infrastructure investment is required. The provision of essential public infrastructure and the associated creation of an attractive public realm serve to increase the demand for and value of housing and employment-generating commercial development. For commercial uses, for example, the current and future availability of transportations infrastructure, sewer and water capacity, etc. can be a key determinant in a City's ability to attract development, and as a result, affects job creation.

2. **Development Costs and Economic Impacts**. Development impact fees directly add to the costs to construct new residential and commercial buildings (i.e., vertical development costs). In the short term, development impact fees increase overall development costs, reducing the expected return on investment/profit margin on an individual development project at a particular point in time. Over the medium to long term, a portion of these vertical development cost increases is absorbed by reductions in land value, while improvements in the quality of infrastructure support higher property values. As a result, under normal market conditions, reductions in development impacts fees can, in the short term, bring forward the timing on projects that are close to showing the level of return required to support financing and risk. And, by extension, the earlier timing of those projects would bring forward the timing of construction and the associated construction jobs and the other impacts of new development.

As a general principle, these competing benefits and costs associated with development impact fees point to the importance of establishing aggregate fee levels that strike an appropriate balance between providing an appropriate level of facilities/infrastructure to new residents and

businesses consistent with jurisdiction's goals/vision, while avoiding excessive costs on development and thereby slowing the pace of growth.

Implications by Land Use

Residential

In general, residential development is less reactive to fee increases than nonresidential uses. While employment opportunities create residential demand, residential development is also dependent on the presence of other amenities such as schools, parks, cultural institutions, natural beauty, and other quality of life characteristics. To the extent that impact fees help finance these other amenities, they can actually increase market prices and attract residential development to an area. In addition, and as described above, the efficient provision of local infrastructure has the potential of increasing access to the supply of buildable land. Given that the proposed residential fees provide funding for public facilities and improvements, it is not expected that the adoption of the proposed fees would significantly affect Turlock's competitiveness for future residential development.

Retail

Retail development is generally closely linked to residential development and as such is highly "place" or location dependent. Consequently, small differences in fee levels among jurisdictions are unlikely to affect the location of retail development. However, the proposed retail impact fees are higher than those charged in any other jurisdiction surveyed, and could potentially affect Turlock's regional competitiveness for future retail development.[7] Turlock's existing retail development impact fees are already above the median of jurisdictions surveyed. To the extent that the City has remained a competitive retail location under this fee structure, this may offer a useful indication of how the proposed fees might be received by retail developers.

Industrial

In contrast to residential and retail development, industrial development (and office development as well) is tied more to the economic characteristics of a location, such as the cost of land, taxes, and the cost of new development. Consequently, development impact fees may have a greater effect on the type and amount of industrial development in the City than on residential development. If the total cost of development is much higher in one jurisdiction than other competitive areas, the imposition of higher fees can cause demand to shift to those other lower-cost locations.

Nevertheless, while industrial and commercial development may be more sensitive to the amount of impact fees than residential or retail development, industrial and office development still benefit from the infrastructure that is provided through impact fee programs, and the availability of key infrastructure and facilities can serve to attract new development. The availability of adequate roadways, for example, can be a significant factor in where a warehouse use might choose to locate, or a manufacturing facility, as another example, could be

[7] Turlock's retail fees are from 28 percent to 54 percent higher than the next highest jurisdiction's retail fees.

very focused on identifying a location where there is adequate water capacity. The fee program also provides a mechanism for reimbursing new development in the event that infrastructure facilities need to be oversized at the outset to accommodate future development.

The proposed industrial impact fees would make Turlock closely competitive with all of the jurisdictions surveyed except for Ceres, which is much higher, and Atwater, which is much lower.

8. Implementation and Administration of CFF

The proposed updated CFF and corresponding fee schedule will need to be adopted by City Resolution as enabled by the City CFF Ordinance. The existing City CFF Ordinance allows the City Council to adopt, by Resolution, a fee schedule consistent with supporting technical analysis and findings provided in this Report. The Resolution approach to setting the fee allows periodic adjustments of the fee amount that may be necessary over time, without amending the enabling Ordinance. It is anticipated that the City will update the existing CFF ordinance as part of this study process. This updated ordinance addresses the primary implementation and administrative issues and procedures associated with the CFF. A brief summary of the key implementation and administrative elements is provided below.

Fee Collection and Amount

Applicable Land Uses

All new development that occurs within the City of Turlock, except as specifically exempted by the CFF Ordinance, shall pay the CFF based on the zone of benefit in which the new development is located. While the maximum fee amount will be determined by the AB 1600 Nexus Study, the City may elect to charge less for a variety of reasons and under certain circumstances, as described in the Ordinance. In any case, the applicable fees will be published in a Fee Schedule made available by the City and updated periodically. The amount will vary by land use, as shown in **Table 1**.

It is possible that certain projects may not fit neatly into the categories defined in **Table 4**. In cases were such ambiguity exists, the City Engineer will need to make a determination as to the applicable fees. The Fee Ordinance articulates guidelines for resolving discrepancies and/or disputes.

Fee Escalation

The City Fee Ordinance allows for an automatic adjustment of the CFF to keep pace with inflation adjusted increases in construction cost. This allows the fee level to keep pace with inflation without requiring an annual approval process. This adjustment is based on the San Francisco Construction Cost Index (CCI) published by the Engineering News Record (ENR), a source widely used in the construction industry, and by many jurisdictions as a basis for making annual inflation adjustments to their development impact fees. ENR's San Francisco CCI has been published consistently every month since 1967. As such ENR is one of the most reliable and consistent indices that track trends in construction costs.

Timing and Manner of Payment

The City CFF Ordinance addresses issues related to the timing and manner of payment for the CFF including the potential for fee deferrals, payment plans, credits and reimbursements, exemptions, and related adjustments.

Annual Review, Accounting, and Updates

Annual review

This Report and the technical information it contains should be maintained and reviewed periodically by the City as necessary to ensure Impact Fee accuracy and to enable the adequate programming of funding sources. To the extent that improvement requirements, costs, or development potential changes over time, the Fee Program will need to be updated. Specifically, AB 1600 (at Gov. C. §§ 66001(c), 66006(b)(1)) stipulates that each local agency that requires payment of a fee make specific information available to the public annually within 180 days of the last day of the fiscal year. This information includes the following:

- A description of the type of fee in the account
- The amount of the fee
- The beginning and ending balance of the fund
- The amount of fees collected and interest earned
- Identification of the improvements constructed
- The total cost of the improvements constructed
- The fees expended to construct the improvement
- The percent of total costs funded by the fee

If sufficient fees have been collected to fund the construction of an improvement, the agency must specify the approximate date for construction of that improvement. Because of the dynamic nature of growth and infrastructure requirements, the City should monitor development activity, the need for infrastructure improvements, and the adequacy of the fee revenues and other available funding. Formal annual review of the Fee Program should occur, at which time adjustments should be made. Costs associated with this monitoring and updating effort are included in the Impact Fee.

Surplus Funds

AB 1600 also requires that if any portion of a fee remains unexpended or uncommitted in an account for five years or more after deposit of the fee, the City Council shall make findings once each year: (1) to identify the purpose to which the fee is to be put, (2) to demonstrate a reasonable relationship between the fee and the purpose for which it was charged, (3) to identify all sources and amounts of funding anticipated to complete financing of incomplete improvements, and (4) to designate the approximate dates on which the funding identified in (3) is expected to be deposited into the appropriate fund.

If adequate funding has been collected for a certain improvement, an approximate date must be specified as to when construction on the improvement will begin. If the findings show no need for the unspent funds, or if the conditions discussed above are not met, and the administrative costs of the refund do not exceed the refund itself, the local agency that has collected the funds must refund them.

Internal Loaning of Funds

Loans between the Capital Facilities Fee Funds may be used from time to time to facilitate the construction of CFF facilities and assure adequate cash flow. Any such loan shall be made in accordance with applicable law, as interpreted by the City Attorney of the City of Turlock, and all

funds shall be placed in separate accounts on either a facility or geographic basis. The additional following requirements are also placed on loans between CFF funds:

1. Funds may be transferred between accounts to expedite the construction of critical projects /facilities.
2. A mechanism to repay accounts shall be established.
3. Interest charged on each loan shall be based upon the Local Agency Investment Fund rate in effect at the time of the loan and shall be deposited into the account providing the loan.
4. Inter-fund loan repayments shall take precedence over reimbursements to developers.

Five-Year Update

Fees will be collected from new development within the City immediately; however, use of these funds may need to wait until a sufficient fund balance can be accrued. Per Government Code Section 66006, the City is required to deposit, invest, account for, and expend the fees in a prescribed manner. The fifth fiscal year following the first deposit into the Fee account or fund, and every five years thereafter, the City is required to make all of the following findings with respect to that portion of the account or fund remaining unexpended:

- Identify the purpose for which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and
- Designate the approximate dates on that the funding referred to in the above paragraph is expected to be deposited in the appropriate account or fund.

Once sufficient funds have been collected to complete the specified projects, the City must commence construction within 180 days. If they fail to do this, the City is required to refund the unexpended portion of the fee and any accrued interest to the then current owner.

Securing Supplemental Funding

The Impact Fee is not appropriate for funding the full amount of all capital costs identified in this Fee Study. The City will have to identify funding and pay for improvements related to existing and new developments and improvements not funded by the Fee Program or any other established funding source. Examples of such sources include the following:

- **General Fund Revenues**. In any given year, the City could allocate a portion of its General Fund revenues for discretionary expenditures. Depending on the revenues generated relative to costs and City priorities, the City may allocate General Fund revenues to fund capital facilities costs not covered by the Fee Program or other funding sources.

- **Assessments and Special Taxes**. The City could fund a portion of capital facilities costs using assessments and special taxes. For example, the establishment of a Mello-Roos Community Facilities District would allow the City to levy a special tax to pay debt service on bonds sold to fund construction of capital facilities or to directly fund capital facilities.

- **State or Federal Funds**. The City might seek and obtain grant of matching funds from State and Federal sources to help offset the costs of required capital facilities and improvements. As part of its funding effort, the City should research and monitor these outside revenue sources and apply for funds as appropriate.

- **Other Grants and Contributions.** A variety of grants or contributions from private donors could help fund a number of capital facilities. For example, private foundations and/or charity organizations may provide money for certain park and recreation or cultural facilities.

It should be noted that during the past few decades, there has been an increasing shift of infrastructure financing responsibilities from State and federal government to the local level. This, combined with the effects of the Great Recession (i.e., reduced property values), has left cities with very limited resources and competition for General Fund revenues is high. Additionally, many grant programs that once funded major highway improvements and water and sewer infrastructure improvements were long ago abandoned. As the economy improves, assessments and special districts, which require voter approval, may become more feasible, but at this time, development impact fees are one of the few funding sources, the City of Turlock's City Council can control. Still, as part of the adoption of the fee, the City is likely to adopt a finding that it will obtain and allocate funding from various other sources for the fair share of the costs of improvements identified in this Report that are not funded by the Fee Program. Any supplemental funding identified will be incorporated into the CFF as part of the next five-year update.

APPENDIX A:

Fee Components

Appendix A, Table A-1
Capital Facilities Fees By Land Use and Fee Component
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Land Use	Metric	Fee Categories							
		Transportation Infrastructure [1]			General Government	Police Safety Facilities	Fire Safety Facilities		
		Downtown/ PPA	Master Plan Areas	City Infill	Citywide	Citywide	Downtown/ PPA	Master Plan Areas	City Infill
Residential [2]									
Single Family Residential (SFR)	per D.U.	$8,165	$9,796	$9,072	$1,076	$491	$267	$838	$267
Multifamily Residential (MFR)	per D.U.	$5,704	$6,843	$6,337	$875	$399	$217	$681	$217
Senior Assisted Living/ Nursing Facilities	per bed	$2,281	$2,737	$2,535	$336	$154	$83	$262	$83
2nd Unit/ Accessory Unit	per D.U.	$4,983	$5,978	$5,537	$336	$154	$83	$262	$83
Mobile Home Park	per unit	$4,280	$5,135	$4,755	$597	$273	$148	$465	$148
Commercial/Retail [3]									
Retail: < 100,000 sq.ft.	per 1,000 sq.ft.	$10,294	$12,350	$11,438	$289	$113	$72	$225	$72
Retail: ≥ 100,000 sq.ft.	per 1,000 sq.ft.	$10,297	$12,353	$11,441	$260	$102	$64	$202	$64
Gas Station	per VFP [4]	$6,168	$7,400	$6,854	$260	$102	$64	$202	$64
Hotel/ Motel	per room	$3,313	$3,974	$3,681	$130	$51	$32	$101	$32
Commercial/Other									
Office	per 1,000 sq.ft.	$4,932	$5,917	$5,480	$433	$170	$107	$337	$107
Medical Office	per 1,000 sq.ft.	$8,626	$10,348	$9,584	$371	$146	$92	$289	$92
Hospital	per 1,000 sq.ft.	$3,156	$3,786	$3,507	$325	$128	$81	$253	$81
Institutional/ Assembly	per 1,000 sq.ft.	$2,175	$2,609	$2,417	$173	$68	$43	$135	$43
Industrial									
Industrial < 25,000 sq.ft.	per 1,000 sq.ft.	$1,445	$1,734	$1,605	$217	$85	$54	$169	$54
Industrial > 25,000 sq.ft.	per 1,000 sq.ft.	$1,189	$1,427	$1,322	$130	$51	$32	$101	$32
Warehouse	per 1,000 sq.ft.	$1,165	$1,397	$1,294	$87	$34	$21	$67	$21

[1] Transportation fees are based on average trip length by purpose.

[2] An age-restricted senior housing discount will be applied with legal documentation (e.g., deed restriction).

[3] If retail project is a fast food restaurant with drive-through, a fee premium will be added.

[4] Vehicle fueling position.

Source: OmniMeans; 2009 National Household Travel Survey; Economic & Planning Systems, Inc.

Appendix A, Table A-2
Calculation of 3% Administration Charge
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Land Use	Metric	Total Fee			3% Administrative Charge			Total Fee + 3% Admin. Charge		
		Downtown/ PPA	Master Plan Areas	City Infill	Downtown/ PPA	Master Plan Areas	City Infill	Downtown/ PPA	Master Plan Areas	City Infill
Residential [1]										
Single Family Residential (SFR)	per D.U.	$10,000	$12,201	$10,907	$300	$366	$327	$10,300	$12,567	$11,234
Multifamily Residential (MFR)	per D.U.	$7,194	$8,797	$7,828	$216	$264	$235	$7,410	$9,061	$8,063
Senior Assisted Living/ Nursing Facilities	per bed	$2,855	$3,489	$3,108	$86	$105	$93	$2,940	$3,593	$3,201
2nd Unit/ Accessory Unit	per D.U.	$5,556	$6,730	$6,110	$167	$202	$183	$5,723	$6,932	$6,293
Mobile Home Park	per unit	$5,298	$6,470	$5,774	$159	$194	$173	$5,457	$6,664	$5,947
Commercial/Retail [2]										
Retail: < 100,000 sq.ft.	per 1,000 sq.ft.	$10,768	$12,977	$11,911	$323	$389	$357	$11,091	$13,366	$12,269
Retail: ≥ 100,000 sq.ft.	per 1,000 sq.ft.	$10,723	$12,918	$11,868	$322	$388	$356	$11,045	$13,305	$12,224
Gas Station	per VFP	$6,595	$7,965	$7,280	$198	$239	$218	$6,793	$8,204	$7,499
Hotel/ Motel	per room	$3,526	$4,257	$3,894	$106	$128	$117	$3,632	$4,384	$4,011
Commercial/Other										
Office	per 1,000 sq.ft.	$5,643	$6,858	$6,191	$169	$206	$186	$5,812	$7,064	$6,377
Medical Office	per 1,000 sq.ft.	$9,235	$11,155	$10,193	$277	$335	$306	$9,512	$11,489	$10,499
Hospital	per 1,000 sq.ft.	$3,689	$4,492	$4,040	$111	$135	$121	$3,800	$4,627	$4,161
Institutional/ Assembly	per 1,000 sq.ft.	$2,459	$2,986	$2,701	$74	$90	$81	$2,533	$3,075	$2,782
Industrial										
Industrial < 25,000 sq.ft.	per 1,000 sq.ft.	$1,800	$2,204	$1,961	$54	$66	$59	$1,854	$2,270	$2,020
Industrial > 25,000 sq.ft.	per 1,000 sq.ft.	$1,403	$1,709	$1,535	$42	$51	$46	$1,445	$1,760	$1,581
Warehouse	per 1,000 sq.ft.	$1,307	$1,586	$1,436	$39	$48	$43	$1,346	$1,633	$1,480

[1] An age-restricted senior housing discount will be applied with legal documentation (e.g., deed restriction).
[2] If retail project is a fast food restaurant with drive-through, a fee premium will be added.

Source: Economic & Planning Systems, Inc.

APPENDIX B:

Land Use Assumptions

Appendix B, Table B-1
Future Land Use by Benefit Zone (2030 General Plan Land Use Designations)
City of Turlock Capital Facilities Fee Update Study; EPS #18491

		Residential Uses					Non-Residential Uses				
Benefit Zone	Acres	DU/Acre	Units	Vacancy Rate	People per Household	Population	Floor Area Ratio (FAR)	Square Feet	Vacancy Rate	Sq.Ft./ Employee	Employees
Other City											
Business Park [1]	272						0.35	621,112	7.0%	300	1,925
Community Commercial	468						0.25	5,096,927	7.0%	500	9,484
Community Commercial/Office [2]	15						0.30	198,382	7.0%	400	461
Community Commercial/Office/High Density Residential [3	9	22.50	64	3.6%	2.60	161	0.30	75,581	7.0%	400	176
Heavy Commercial	364						0.35	5,548,399	7.0%	600	8,600
High Density Residential	260	22.50	5,857	3.6%	2.60	14,679					
High Density Residential/Office [4]	15	22.50	166	3.6%	2.60	417	0.35	112,772	7.0%	300	350
Highway Commercial	172						0.35	2,618,139	7.0%	500	4,870
Industrial [5]	1,779						0.50	8,776,600	7.0%	1,000	8,162
Low Density Residential	2,615	5.00	13,074	3.6%	3.20	40,332					
Low-Medium Density Residential	143	8.00	1,143	3.6%	3.20	3,526					
Medium Density Residential	625	11.00	6,873	3.6%	2.60	17,226					
Medium Density Residential/Office [6]	6	11.00	34	3.6%	2.60	86	0.35	47,617	7.0%	300	148
Office [7]	241						0.35	2,335,086	7.0%	300	7,239
Park	248										
Public [8]	760										
Very Low Density Residential	289	1.60	463	3.6%	3.20	1,427					
Infill, Subtotal	**8,281**		**27,675**			**77,855**		**25,432,615**			**41,414**
Downtown PPA											
Community Commercial	32						0.25	353,658	7.0%	500	658
Downtown [9]	164	25.00	3,084	3.6%	2.60	7,729	1.00	1,791,115	7.0%	400	4,164
Heavy Commercial	3						0.35	45,534	7.0%	600	71
High Density Residential	1	25.00	26	3.6%	2.60	66					
Low Density Residential	5	5.00	25	3.6%	3.20	77					
Medium Density Residential	6	15.00	93	3.6%	2.60	234					
Office	12						0.35	187,278	7.0%	300	581
Park	8										
Public	64										
PPA, Subtotal	**296**		**3,229**			**8,107**		**2,377,585**			**5,473**
Master Plan Areas											
Community Commercial	9						0.25	97,626	7.0%	500	182
High Density Residential	83	15.00	1,251	3.6%	2.60	3,135					
Industrial	77						0.50	1,666,261	7.0%	1,000	1,568
Low Density Residential	297	5.00	1,483	3.6%	3.20	4,574					
Low-Medium Density Residential	265	7.00	1,853	3.6%	3.20	5,718					
Medium Density Residential	244	8.00	1,950	3.6%	2.60	4,888					
Neighborhood Center [10]	22	15.00	82	3.6%	2.60	206	0.30	215,263	7.0%	500	400
Office	1						0.35	18,981	7.0%	300	59
Park	105										
Public [11]	189										
MPA, Subtotal	**1,292**		**6,619**			**18,520**		**2,018,131**			**2,209**
TOTAL	**9,869**		**37,523**			**104,482**		**29,828,331**			**49,097**

[1] All Business Park land uses are in the TRIP; only 15% buildout assumed.
[2] Assumes 50% of acreage built out as community commercial; 50% built out as office.
[3] Assumes 33% of acreage built out as community commercial; 33% built out as office; 33% built out as high density residential.
[4] Assumes 50% of acreage built out as high density residential; 50% built out as office.
[5] 91% of industrial uses are located in the TRIP; 15% buildout assumed for these parcels. 100% buildout assumed for remaining 9%.
[6] Assumes 50% of acreage built out as medium density residential; 50% built out as office.
[7] 43% of office uses are located in the TRIP; 15% buildout assumed for these parcels. 100% buildout assumed for remaining 57%.
[8] FAR and jobs assumptions were not made for public uses in the GP.
[9] Assumes 75% of downtown built out as residential at high density; 25% built out as non-residential uses.
[10] Assumes 75% retail and 25% high-density residential.
[11] In MPAs, Public includes 89 acres of detention basin; other public uses assumed to be schools/public recreation facilities.

Sources: City of Turlock; Dyett & Bhatia; Economic & Planning Systems, Inc.

Appendix B, Table B-2
Translation of General Plan Land Use Designations to CFF Categories
City of Turlock Capital Facilities Fee Update Study; EPS #18491

	Residential		Commercial		
Benefit Zone	Single Family	Multifamily	Retail	Office	Industrial
Other City					
Business Park [1]				100%	
Community Commercial			100%		
Community Commercial/Office [2]			50%	50%	
Community Commercial/Office/High Density Residential [3]		33%	33%	33%	
Heavy Commercial					100%
High Density Residential		100%			
High Density Residential/Office [4]		50%		50%	
Highway Commercial			100%		
Industrial [5]					100%
Low Density Residential	100%				
Low-Medium Density Residential	100%				
Medium Density Residential		100%			
Medium Density Residential/Office [6]		50%		50%	
Office [7]				100%	
Very Low Density Residential	100%				
Downtown PPA					
Community Commercial			100%		
Downtown [9]		75%	12.5%	12.5%	
Heavy Commercial					100%
High Density Residential		100%			
Low Density Residential	100%				
Medium Density Residential		100%			
Office				100%	
Master Plan Areas					
Community Commercial			100%		
High Density Residential		100%			
Industrial					100%
Low Density Residential	100%				
Low-Medium Density Residential	100%				
Medium Density Residential		100%			
Neighborhood Center [10]		25%	75%		
Office				100%	

[1] All Business Park land uses are in the TRIP; only 15% buildout assumed.
[2] Assumes 50% of acreage built out as community commercial; 50% built out as office.
[3] Assumes 33% of acreage built out as community commercial; 33% built out as office; 33% built out as high density residential.
[4] Assumes 50% of acreage built out as high density residential; 50% built out as office.
[5] 91% of industrial uses are located in the TRIP; 15% buildout assumed for these parcels. 100% buildout assumed for remaining 9%.
[6] Assumes 50% of acreage built out as medium density residential; 50% built out as office.
[7] 43% of office uses are located in the TRIP; 15% buildout assumed for these parcels. 100% buildout assumed for remaining 57%.
[8] FAR and jobs assumptions were not made for public uses in the GP.
[9] Assumes 75% of downtown built out as residential at high density; 25% built out as non-residential uses (assumed to be half retail and half office).
[10] Assumes 75% retail and 25% high-density residential.

Sources: City of Turlock; Dyett & Bhatia; Economic & Planning Systems, Inc.

APPENDIX C:

Service Population Calculations

Appendix C, Table C-1
Growth Forecast and Service Population Calculation, Citywide
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Category	2010 (Base Year)	GP Buildout (2030)	2010 through Buildout (2030)
Population			
City Infill	63,534	77,855	14,321
Downtown PPA	4,850	8,107	3,257
Master Plan Areas	46	18,520	18,474
Total, Population	**68,430**	**104,482**	**36,052**
Residential Share of Total Service Population			*78.7%*
Employment			
City Infill	19,647	41,414	21,767
Downtown PPA	4,177	5,473	1,296
Master Plan Areas	60	2,209	2,149
Total, Employment	**23,884**	**49,097**	**25,213**
Resident Equivalent	*9,232*	*18,978*	*9,746*
Commercial Share of Total Service Population			*21.3%*
Service Population [1]	77,662	123,460	45,798
Percent of Service Population Buildout	*62.9%*	*100.0%*	*37.1%*

[1] Employees are weighted 39% of residents. See **Table 6**.

Sources: Dyett & Bhatia; Economic & Planning Systems, Inc.

Appendix C, Table C-2
Growth Forecast and Service Population Calculation, Master Plan Areas
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Category	2010 (Base Year)	GP Buildout (2030)	2010 through Buildout (2030)
Population			
Master Plan Areas	46	18,520	18,474
Residential Share of Total Service Population			*95.7%*
Employment			
Master Plan Areas	60	2,209	2,149
Resident Equivalent	*23*	*854*	*831*
Commercial Share of Total Service Population			*4.3%*
Service Population [1]	69	19,374	19,305
Percent of Service Population Buildout	*0.4%*	*100.0%*	*99.6%*

[1] Employees are weighted 39% of residents. See **Table 6**.

Sources: Dyett & Bhatia; Economic & Planning Systems, Inc.

Appendix C, Table C-3
Growth Forecast and Service Population Calculation, Citywide Excluding Master Plan Areas
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Category	2010 (Base Year)	GP Buildout (2030)	2010 through Buildout (2030)
Population			
City Infill	63,534	77,855	14,321
Downtown PPA	4,850	8,107	3,257
Total, Population	**68,384**	**85,962**	**17,578**
Residential Share of Total Service Population			*66.3%*
Employment			
City Infill	19,647	41,414	21,767
Downtown PPA	4,177	5,473	1,296
Total, Employment	**23,824**	**46,888**	**23,064**
Resident Equivalent	*9,209*	*18,124*	*8,915*
Commercial Share of Total Service Population			*33.7%*
Service Population [1]	77,593	104,086	26,493
Percent of Service Population Buildout	*74.5%*	*100.0%*	*25.5%*

[1] Employees are weighted 39% of residents. See **Table 6**.

Sources: Dyett & Bhatia; Economic & Planning Systems, Inc.

APPENDIX D:

Transportation Improvement Projects

Street Improvement Projects Summary

No.	PROJECT CATEGORY	TOTAL COST	CFF COST	CITY INFILL COST	PPA COST	MPA COST
1	Subtotal Roadway Projects	$ 203,970,000	$ 60,451,240	$ 33,555,409	$ 3,814,669	$ 23,081,161
2	Subtotal Intersection Projects	$ 109,166,753	$ 25,202,084	$ 15,124,873	$ 1,719,436	$ 8,357,775
3	Subtotal Traffic Signal Projects	$ 10,280,000	$ 10,280,000	$ 6,169,478	$ 701,363	$ 3,409,159
4	Subtotal Overcrossing Projects	$ 29,200,649	$ 29,200,649	$ 17,524,587	$ 1,992,242	$ 9,683,820
5	Subtotal Interchange Projects	$ 59,239,596	$ 43,489,596	$ 26,100,009	$ 2,967,119	$ 14,422,467
6	Subtotal Miscellaneous Costs (Technical Studies, PSRs, PS&E)	$ 2,000,000	$ 2,000,000	$ 1,200,287	$ 136,452	$ 663,261
7	Subtotal Bike Projects	$ 1,987,189	$ 728,553	$ 437,237	$ 49,706	$ 241,610
8	Subtotal Median Projects Costs	$ 3,230,741	$ 3,230,741	$ 1,938,909	$ 220,420	$ 1,071,412
9	Subtotal Program Reimbursements	$ 1,580,942	$ 1,580,942	$ 948,792	$ 107,861	$ 524,288
	Total Street Improvement Projects	**$ 420,655,870**	**$ 176,163,804**	**$ 102,999,581**	**$ 11,709,270**	**$ 61,454,953**

City of Turlock

Capital Facility Fees Update

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Roadway Improvement Projects

No.	FILE NAME	ROADWAY	FROM	TO	FUTURE CLASSIFICATION	ULTIMATE	ULTIMATE Cost	CFF SHARE
1	C001	Berkeley Avenue	Golden State Boulevard	East Avenue	Arterial*	2 Lanes	$ 6,252,114	$ 4,131,990
3	C004	Canal Drive Extension	Daubenberger Road	Verduga Road	Arterial	2 Lanes	$ 3,824,076	$ 408,877
2	C005	Canal Drive	Tully Road	Soderquist Road	Arterial	2 Lanes	$ 4,041,613	$ 2,036,285
3	C006	Washington Road	Fulkerth Road	Main Street	Expressway	4 Lanes	$ 10,183,523	$ 2,122,324
4	C009	Daubenberger Road Extension	Brier Road	Linwood Avenue	Collector	2 Lanes	$ 3,447,403	$ -
5	C010	Washington Road	Main Street	Linwood Avenue	Expressway	4 Lanes	$ 10,708,273	$ 2,290,494
6	C011	Tegner Road	Tuolumne Road	Ball Fields	Arterial	4 Lanes	$ 1,196,280	$ 789,476
7	C012	East Avenue	Johnson Road	Daubenberger Road	Arterial	4 Lanes	$ 4,416,448	$ 1,168,462
8	C013	East Avenue	Daubenberger Road	Verduga Road	Arterial	4 Lanes	$ 2,332,004	$ 248,731
9	C015	Fulkerth Road	Tegner Road	Dianne Drive	Arterial	4 Lanes	$ 1,509,453	$ 357,473
10	C016	Golden State Boulevard	Taylor Road	Christofferson Parkway	Expressway	6 Lanes	$ 2,840,413	$ 1,164,931
11	C017	Golf Road	SR 99 Overcrossing	Glenwood Avenue	Arterial	2 Lanes	$ 2,878,566	$ 465,152
12	C020	Golf Road	Glenwood Avenue	Linwood Avenue	Arterial	4 Lanes	$ 2,254,627	$ 489,658
13	C021	Lander Avenue	Harding Avenue	West Glenwood Avenue	Arterial	4 Lanes	$ 5,809,050	$ 1,381,171
14	C022	Linwood Avenue	Washington Road	Tegner Road	Arterial	4 Lanes	$ 8,659,890	$ 1,779,477
15	C023	Linwood Avenue	Tegner Road	Walnut Road	Arterial	4 Lanes	$ 8,673,381	$ 1,842,238
16	C024	Linwood Avenue	Walnut Road	W Glenwood Avenue	Arterial	4 Lanes	$ 1,821,592	$ 1,821,592
17	C025	Linwood Avenue	Daubenberger Road Extension	Verduga Road	Arterial	4 Lanes	$ 3,340,077	$ 820,863
18	C026	Main Street	Washington Road	Tegner Road	Arterial	4 Lanes	$ 8,222,976	$ 2,692,005
19	C027	Linwood Avenue	West Avenue	Lander Avenue	Arterial	4 Lanes	$ 2,393,837	$ 1,737,233
20	C028	Linwood Avenue	5th Street	Golf Road	Arterial*	4 Lanes	$ 880,531	$ 880,531
21	C029	Linwood Avenue	Johnson Road	Daubenberger Road Extension	Arterial	4 Lanes	$ 4,451,047	$ 3,579,787
22	C030	Main Street	Tegner Road	Walnut Road	Arterial	4 Lanes	$ 5,421,096	$ 3,220,632
23	C032	Olive Avenue	Canal Drive	Hawkeye Avenue	Arterial*	4 Lanes	$ 4,336,670	$ 4,336,670
24	C034	Olive Avenue	Hawkeye Avenue	North Avenue	Arterial*	4 Lanes	$ 824,038	$ 824,038
25	C035	Tegner Road Extension	Main Street	Fulkerth Road	Arterial	2 Lanes	$ 5,082,801	$ -
26	C037	Tegner Road	Fulkerth Road	Tuolumne Road	Arterial	4 Lanes	$ 3,481,602	$ 843,278
27	C039	Verduga Road	Hawkeye Avenue	East Avenue	Expressway	4 Lanes	$ 6,746,151	$ 1,586,880
28	C040	Verduga Road	East Avenue	Linwood Avenue	Expressway	4 Lanes	$ 10,375,025	$ 2,815,024
29	C041	Waring Road Extension	East Avenue	Linwood Avenue	Collector	2 Lanes	$ 6,807,108	$ -
30	C050	East Avenue	Golden State Boulevard	Berkeley Avenue	Arterial*	4 Lanes	$ 2,705,462	$ 2,705,462
31	C051	East Avenue	Berkeley Avenue	Johnson Road	Arterial*	4 Lanes	$ 256,811	$ 256,811
32	C052	Fulkerth Road	Washington Road	Tegner Road	Arterial	4 Lanes	$ 9,646,947	$ 1,928,162
33	C053	Olive Avenue	Tuolumne Road	Tornell Avenue	Arterial*	4 Lanes	$ 1,308,395	$ 1,308,395
34	C057	Morgan Ranch Arterial	Glenwood Avenue	Golf Road	Arterial	2 Lanes	$ 8,959,241	$ 1,473,601
35	C058	Northeast Expressway	Christofferson Parkway @ Berkeley Avenue	Hawkeye Avenue @ Verduga Road	Expressway	4 Lanes	$ 29,862,617	$ 6,221,105
36	C059	Morgan Ranch Arterial	Lander Avenue	Glenwood Avenue	Arterial	4 Lanes	$ 3,404,630	$ 722,531
37	CITY COST/FT	Canal Drive Extension	Washington Road	Walnut Avenue	Collector	2 Lanes	$ 2,592,699	$ -
					Total Roadway Projects		$ 203,960,464	$ 60,451,240

City of Turlock
Capital Facility Fees Update

Median Landscaping Projects

No.	FILE NAME	ROADWAY	FROM	TO	LENGTH	ASSUMED MEDIAN LENGTH	CFF COST
1		Fulkerth Road	Tully Road	Golden State Boulevard	2300	1840	$ 228,637
3		Golden State Boulevard	Tuolumne Road	Fulkerth Road	3500	2800	$ 347,926
2		Golden State Boulevard	20th Century Boulevard	Canal Drive	2700	2160	$ 268,400
3		Golden State Boulevard	Geer Road	F Street	4600	3680	$ 457,274
4		Hawkeye Avenue	Dels Lane	Colorado Avenue	6600	5280	$ 656,089
5		Lander Avenue	Castor Street	Linwood Avenue	4000	3200	$ 397,630
6		Monte Vista Avenue	Four Seasons Drive	Crowell Road	2400	1920	$ 238,578
7		Monte Vista Avenue	Geer Road	Olive Avenue	2600	2080	$ 258,459
8		Monte Vista Avenue	Olive Avenue	Amethyst Way	3800	3040	$ 377,748
						Total Roadway Proje	$ 3,230,741

City of Turlock
Capital Facility Fees Update

Intersection Improvement Projects

No.	FILE NAME	NORTH / SOUTH STREET	EAST / WEST STREET	PROPOSED IMPROVEMENTS	TOTAL COST	CFF Share
1		Berkeley Avenue	East Avenue	13	$ 3,756,802	$ 857,267
2		Countryside Boulevard	Monte Vista Avenue	Additional Left Turn Storage	$ 147,461	$ 134,915
3		Daubenberger Road	Canal Drive	9	$ 3,119,677	$ 608,933
4		Daubenberger Road	East Avenue	9	$ 3,119,677	$ 608,933
5		Daubenberger Road Extension	Linwood Avenue	9	$ 3,119,677	$ 608,933
6		Golden State Boulevard	East Avenue	75% - 15	$ 3,827,595	$ 843,212
7		Golden State Boulevard	Berkeley Avenue	CITY-PROVIDED COST	$ 1,460,000	$ 1,460,000
8		Golf Road	Linwood Avenue	13	$ 3,756,802	$ 857,267
9		Golf Road	Morgan Ranch Arterial	12	$ 2,547,342	$ 380,248
10		Johnson Road	East Avenue	9	$ 3,119,677	$ 608,933
11		Lander Avenue	Linwood Avenue	15	$ 5,103,459	$ 1,124,282
12		Lander Avenue	East Glenwood Avenue	15	$ 5,103,459	$ 1,124,282
13		Morgan Ranch Arterial	East Glenwood Avenue	Roundabout	$ 2,200,000	$ 1,012,000
14		Northeast Expressway	Hawkeye Avenue	10	$ 2,717,888	$ 492,321
15		Olive Avenue	Hawkeye Avenue	15	$ 5,103,459	$ 1,124,282
16		Quincy Road	Monte Vista Avenue	Add left turn pockets and signalize	$ 543,968	$ 543,968
17		Tegner Road	Tuolumne Overcrossing	15	$ 5,103,459	$ 1,124,282
18		Tegner Road	Fulkerth Road	15	$ 5,103,459	$ 1,124,282
19		Tegner Road	Main Street	15	$ 5,103,459	$ 1,124,282
20		Tegner Road	Linwood Avenue	9	$ 3,119,677	$ 608,933
21		Tegner Road Extension	Canal Drive Extension	9	$ 3,119,677	$ 608,933
22		Verduga Road	Canal Drive	15	$ 5,103,459	$ 1,124,282
23		Verduga Road	East Avenue	15	$ 5,103,459	$ 1,124,282
24		Verduga Road	Linwood Avenue	75% - 15	$ 3,827,595	$ 843,212
25		Walnut Avenue	Linwood Avenue	9	$ 3,119,677	$ 608,933
26		Waring Road Extension	East Avenue	9	$ 3,119,677	$ 608,933
27		Waring Road Extension	Linwood Avenue	9	$ 3,119,677	$ 608,933
28		Washington Road	Fulkerth Road	75% - 15	$ 3,827,595	$ 843,212
29		Washington Road	Canal Drive Extension	10	$ 2,717,888	$ 492,321
30		Washington Road	Main Street	15	$ 5,103,459	$ 1,124,282
31		Washington Road	Linwood Avenue	75% - 15	$ 3,827,595	$ 843,212
				Total Intersection Projects	***$ 109,166,753***	***$ 25,202,084***

City of Turlock
Capital Facility Fees Update

Intersection Signalization & Other Projects

(note: Some intersection improvement projects also include signalization; this section covers intersections where signalization only is proposed)

No.	INTERSECTION	PROPOSED IMPROVEMENTS	TOTAL COST	CFF COST
1	Monte Vista Avenue / Fosberg Road	Install Traffic Signal	$ 250,000	$ 250,000
2	Monte Vista Avenue / Geer Road	Install Traffic Signal & Turn Lanes	$ 500,000	$ 500,000
3	Lander Avenue / F Street	Install Traffic Signal	$ 250,000	$ 250,000
4	Golden State Boulevard / Hawkeye Avenue	Install Traffic Signal & Turn Lanes	$ 500,000	$ 500,000
5	Geer Road / Calaveras Way	Install Traffic Signal	$ 250,000	$ 250,000
6	Geer Road / Taylor Road	Install Traffic Signal & Turn Lanes, Replace Culvert	$ 750,000	$ 750,000
7	Fulkerth Road / Diane Drive	Install Traffic Signal & Realign Intersection	$ 1,400,000	$ 1,400,000
9	Berkeley Avenue / East Avenue	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
10	Daubenberger Road / Canal Drive	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
11	Daubenberger Road / East Avenue	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
12	Daubenberger Road Extension / Linwood Avenue	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
13	Golden State Boulevard / East Avenue	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
14	Golden State Boulevard / Berkeley Avenue	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
15	Golf Road / Linwood Avenue	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
16	Golf Road / Morgan Ranch Arterial	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
17	Johnson Road / East Avenue	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
18	Lander Avenue / Linwood Avenue	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
19	Lander Avenue / East Glenwood Avenue	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
20	Morgan Ranch Arterial / East Glenwood Avenue	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
21	Northeast Expressway / Hawkeye Avenue	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
22	#REF!	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
23	Tegner Road / Tuolumne Overcrossing	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
24	Tegner Road / Fulkerth Road	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
25	Tegner Road / Main Street	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
26	Tegner Road / Linwood Avenue	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
27	Tegner Road Extension / Canal Drive Extension	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
28	Verduga Road / Canal Drive	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
29	Verduga Road / East Avenue	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
30	Verduga Road / Linwood Avenue	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
31	Walnut Avenue / Linwood Avenue	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
32	Waring Road Extension / East Avenue	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
33	Waring Road Extension / Linwood Avenue	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
34	Washington Road / Fulkerth Road	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
35	Washington Road / Canal Drive Extension	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
36	Washington Road / Main Street	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
37	Washington Road / Linwood Avenue	Install New or Replace Existing Traffic Signal	$ 220,000	$ 220,000
		Total Intersection Projects	$ 10,280,000	$ 10,280,000

Overcrossing Improvement Projects

No.	PROJECT ID	HIGHWAY	EXISTING CONDITIONS	PROPOSED IMPROVEMENTS	TOTAL COST	CFF COST
1	Linwood Avenue	SR 99		4-Lane Arterial	$ 11,584,252	$ 11,584,252
2	Linwood Avenue	Golden State Blvd		4-Lane Arterial	$ 12,092,615	$ 12,092,615
3	Tuolumne Road	SR 99		Project 683 - 4-Lane Collector/Arterial	$ 5,523,782	$ -
				Total Overcrossing Projects	$ 29,200,649	$ 23,676,867

Interchange Improvement Projects

No.	PROJECT ID	HIGHWAY	EXISTING CONDITIONS	PROPOSED IMPROVEMENTS	TOTAL COST	CFF COST
1	Fulkerth Road Interchange	99			$ 9,250,000	$ 9,250,000
2	Lander Avenue Interchange	99			$ 2,000,000	$ 2,000,000
3	Main Street Interchange	99			$ 16,625,893	$ 16,625,893
4	Taylor Road Interchange	99			$ 10,363,703	$ 10,363,703
5	SR 165 Interchange	99			$ 21,000,000	$ 5,250,000
				Total Interchange Projects	$ 59,239,596	$ 43,489,596

Bike Facility Cost Worksheet

Length of Road 279675

Bike Lane Class II Cost

	qty	unit	unit cost	total
Thermoplastic Striping	1118700	LF	$0.50	$559,350
Pavement Markings	9788.625	SF	$3.00	$29,366
Signs	699	EA	$200.00	$139,838
			TOTAL	**$728,553**

Length of Road 45654 Width of Bike Path 10 feet

Bike Lane Class I cost

	qty	unit	unit cost	total
Type A Asphalt Concr	8,275	Ton	$90.00	$744,731
Class 2 Aggregate Bas	5,636	CY	$45.00	$253,633
Thermoplastic Striping	136962	LF	$0.50	$68,481
Pavement Markings	1597.89	SF	$3.00	$4,794
Signs	114	EA	$200.00	$22,827
			subtotal	$1,094,466
Contingency for Grading			15.00%	$164,170
			TOTAL	**$1,258,636**

APPENDIX E:

Industrial Land Comparables

Appendix E, Table E-1
Current Listings, Industrial Land for Sale in Proximity of Turlock Corporation Yard
City of Turlock Capital Facilities Fee Update Study; EPS #18491

Listing #	Acreage	Price	Price per Acre
1	39.11	$6,062,050	$155,000
2	10.74	$1,500,000	$139,665
3	11.00	$1,700,000	$154,545
4	10.85	$2,365,000	$217,972
5	11.34	$1,250,000	$110,229
6	128.00	$7,800,000	$60,938
7	27.05	$3,900,000	$144,177
8	23.00	$4,200,000	$182,609
	261.09	$28,777,050	
Weighted Average Price per Acre			**$110,219**

Sources: LoopNet, February 2013.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE NORTHWEST TRIANGLE SPECIFIC PLAN FEE NEXUS STUDY UPDATE AND ESTABLISHING A NORTHWEST TRIANGLE MASTER PLAN FEE, AS REQUIRED BY TURLOCK MUNICIPAL CODE CHAPTER 8-11	**RESOLUTION NO. 2013-**

WHEREAS, Government Code Section 66000 et seq., also known as the "Mitigation Fee Act", sets forth the procedures and requirements for establishing, increasing, or imposing a fee as a condition of approval of a development project by a local agency; and

WHEREAS, the City of Turlock adopted a Capital Facilities Fee ordinance, Chapter 8-11 of the Turlock Municipal Code, on May 23, 1996; and

WHEREAS, the City of Turlock introduced a new ordinance, repealing the existing chapter of the Turlock Municipal Code and replacing it with a new Chapter 8-11, on October 22, 2013, and expects to adopt the ordinance at its second reading on November 12, 2013; and

WHEREAS, the attached Northwest Triangle Specific Plan Fee Nexus Study Update (Attachment B) meets all of the requirements of Government Code Section 66001(a) by identifying the purpose of the fee, identifying the use of the fee, determining that there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed, and determining that there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed; and

WHEREAS, the attached Northwest Triangle Specific Plan Fee Nexus Study Update meets all of the requirements of Government Code Section 66001(b) that the local agency determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facilities attributable to the development on which the fee is imposed; and

WHEREAS, the fees shall be administered in accordance Turlock Municipal Code Chapter 8-11 that ensures that the City will comply with Government Code Section 66001(c) that requires the local agency to deposit, invest, account for, and expend the fees pursuant to Government Code Section 66006; and

WHEREAS, the City Council provided notice of the public hearing in the Turlock Journal on October 23 and October 30, 2013, in accordance with Government Code Section 6062a which requires publication of the notice for at least 10 days in two publications, with at least five days intervening between the dates of first and last publication not counting such publication dates; and

WHEREAS, the City received one written request by e-mail from the Executive Officer of the Greater Valley Building Industry Association for a written notice of this action and as required by Government Code Section 66016(a) was provided notice of the public hearing as well as a copy of the draft Northwest Triangle Specific Plan Fee Nexus Study Update on October 25, 2013; and

WHEREAS, the City Council considered the comments and testimony received at a properly noticed public hear on November 12, 2013.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby set forth the following fees per the attached City of Turlock Northwest Triangle Specific Plan Fee Nexus Study Update as prepared by Economic and Planning Systems (EPS), dated October 24, 2013, and assigns fees per land use as identified on Table 1, page 3, of said EPS report, and that fees, upon collection, shall be distributed to the Northwest Triangle Specific Plan Fee account for the purposes identified in Table 2 on page 9 (Backbone Infrastructure Costs), of said EPS report.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

Report

Northwest Triangle Specific Plan Fee Nexus Study Update

The Economics of Land Use

Prepared for:

City of Turlock

Prepared by:

Economic & Planning Systems, Inc.

October 24, 2013

Economic & Planning Systems, Inc.
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EPS #132018

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1. EXECUTIVE SUMMARY

Introduction

The City of Turlock (City) retained Economic & Planning Systems, Inc. (EPS), to update the Northwest Triangle Specific Plan (NWTSP) Development Impact Fee Nexus Study. The NWTSP Area includes land zoned for residential and commercial uses. The City has a NWTSP fee program through which it charges a development impact fee to new development for specific plan infrastructure within the NWTSP Area. The NWTSP fees currently fund transportation, storm drainage, and sanitary sewer improvements needed to serve the NWTSP Area. The City is proposing to remove transportation and storm drainage improvements from the NWTSP fee program and instead to fund these improvements through the citywide fee program. In addition, the City proposes to add potable water improvements to the NWTSP fee program. Thus, the updated NWTSP fee program will fund sanitary sewer and potable water improvements. This report summarizes the updated remaining development, the updated remaining sanitary sewer and potable water costs, and the proposed updated NWTSP fees.

Purpose

The purpose of this study is to update the nexus between new development in the NWTSP Area and the additional potable water and sanitary sewer facilities required to serve that development. This nexus will serve as the basis for updating the NWTSP fees under Assembly Bill (AB) 1600 legislation, as codified by California Government Code Section 66000 et. seq. This code section sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that "a reasonable relationship, or nexus, must exist between a governmental exaction and the purpose of the condition." Specifically, each local agency imposing a fee must perform the following tasks:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Demonstrate a reasonable relationship between the amount of the fee and the cost of public facility or portion of public facility attributable to development on which the fee is imposed.

The NWTSP fees to be collected for each land use are calculated based on the proportionate share of the total facility use that each land use represents. The result of this calculation is to establish NWTSP potable water and sanitary sewer improvement fees by land use. The NWTSP fees do not pay for site-specific infrastructure, which is the responsibility of the developer.

Existing Citywide Fees

The City currently requires payment of citywide fees for all new development within the City boundaries. Thus, development in the NWTSP Area must pay the citywide fees in addition to the NWTSP fees. The following fees are included in the citywide fee program:

- **Master Storm Drainage Fee**—Funds the improvement of citywide drainage facilities, including master storm drains and master detention basins.

  Currently, the NWTSP fee funds storm drainage facilities needed by the NWTSP Area development, but, with this fee update, all remaining storm drainage facilities will be moved from the NWTSP fee program to the citywide fee program.

- **Wastewater Plant Capacity Fees**—Fund sewer treatment plant expansions needed to accommodate added sewer flow resulting from new development.

- **Sewer Trunk Capacity Fees**—Fund construction of citywide sewer trunk lines or the oversizing of normal-sized sewer lines to become sewer trunk lines.

- **Water Capital Facilities Fee (Water Grid Fee)**—Funds the improvement of major water supply, transmission, and storage facilities.

  Currently, potable water facilities are not included in the NWTSP fee program, but, with this fee update, all remaining potable water improvements needed specifically to serve the NWTSP development will be moved from the citywide fee program to the NWTSP fee program.

- **Capital Facility Fees (CFF)**—Fund capital facilities for roadways, police, fire, and general City government.

  Currently, the NWTSP fee funds the majority of transportation improvements needed by the NWTSP Area development, but, with this fee update, all remaining transportation improvements will be moved from the NWTSP fee program to the citywide fee program.

- **Additional Fees**—In addition to the major fees listed above, the City charges some additional fees on new development, including those listed below:

  - **Street Light Development Fees.**
  - **Sewer and Water Connection Fees.**
  - **Water Meter Fees.**

Proposed Updated NWTSP Fees

The NWTSP fees are based on the benefit received by future development in the NWTSP Area for NWTSP facilities still to be constructed. The total proposed potable water and sanitary sewer fees for each land use in the NWTSP Area are shown in **Table 1**. The residential fees will be charged per dwelling unit, and the nonresidential fees will be charged per net acre.

Table 1
Northwest Triangle Specific Plan Fee Nexus Study Update
NWTSP Plan Area Fee Summary (2013$)

Item	NWTSP Plan Area Fee				
	Sewer	Water	**Subtotal**	Administration	Total
				3%	
Residential			*per dwelling unit*		
Low Density Residential	$ 23	$ 1,022	**$ 1,045**	$31	**$ 1,076**
Low-Medium Density [1]	$ 19	$ 639	**$ 658**	$20	**$ 678**
Medium Density [1]	$ 16	$ 464	**$ 480**	$14	**$ 494**
High Density Residential	$ 16	$ 671	**$ 687**	$21	**$ 708**
Nonresidential			*per net developable acre*		
Community Commercial	$ 74	$ 2,443	**$ 2,517**	$76	**$ 2,593**
Heavy Commercial	$ 74	$ 2,443	**$ 2,517**	$76	**$ 2,593**
Highway Commercial	$ 74	$ 2,443	**$ 2,517**	$76	**$ 2,593**
					fee sum

[1] There is no remaining developable land with these zonings in the NTWSP. Fee calculated to account for possibility of a zoning change.

Table 2 compares the proposed fees with the current NWTSP fees charged by the City. The current NWTSP fee program includes fees for transportation, storm drainage, and sanitary sewer improvements, whereas the proposed NWTSP fee program will contain fees for sanitary sewer and potable water improvements. In addition, the current fees vary by benefit zones in the NWTSP. For the proposed fees, the benefit zones will be eliminated and all development of a particular land use will pay the same fee per dwelling unit or net acre. For purposes of the fee comparison, the existing Zone 3 fees are shown because this zone contains much of the remaining developable land and includes a mix of development similar to the remaining development for the entire plan area.

The total proposed NWTSP residential fees will decrease by approximately $1,900 to $2,400 per dwelling unit, while the nonresidential fees will decrease by approximately $31,200 per net acre. The proposed fees reflect updated cost and development estimates, removal of transportation and storm drainage facilities from the NWTSP fee program, and the addition of potable water facilities to the fee program.

Report Organization

This report is divided into five chapters and one appendix:

- **Chapter 1** includes this executive summary.
- **Chapter 2** describes the future development and facility needs.
- **Chapter 3** provides the fee calculation for the improvement of facilities.
- **Chapter 4** describes how the fees will be implemented and updated.
- **Chapter 5** provides the nexus findings for the improvement fees.
- **Appendix A** includes figures and detailed tables showing the comparison of the NWTSP Area sanitary sewer and potable water fees to the fees in nearby jurisdictions.

Table 2
Northwest Triangle Specific Plan Fee Nexus Study Update
NWTSP Plan Area Fee Comparison (2013$)

Land Use	Current [1]	Proposed	Difference
Residential		*per dwelling unit*	
Low Density	$ 3,014	$ 1,076	**($ 1,938)**
Low-Medium Density [2] [3]	$ 2,885	$ 678	**($ 2,207)**
Medium Density [2]	$ 2,885	$ 494	**($ 2,391)**
High Density	$ 2,828	$ 708	**($ 2,120)**
		per net acre	
Nonresidential	$ 33,748	$ 2,593	**($ 31,155)**

comp

[1] Zone 3 fees effective through June 30, 2013.
[2] There is no remaining developable land with these zonings in the NTWSP. Fee calculated to account for possibility of a zoning change.
[3] No current Low-Medium Density residential land use. Medium Density fee shown for the purposes of comparison.

2. FUTURE DEVELOPMENT AND FACILITY NEEDS

This chapter describes the amount of development projected to occur in the NWTSP Area and the public facility improvements necessary to provide adequate services to this new development.

Land Use

In total, the NWTSP Area encompasses 816 acres. It is bounded to the north by Taylor Road and to the south by Fulkerth Road. Its western and eastern boundaries are from just west of State Route 99 to just east of Golden State Boulevard. **Map 1** shows the location of the NWTSP Area. The developable land in the NWTSP consists of a variety of residential and nonresidential uses.

Table 3 provides a summary of the remaining land still to develop in the NWTSP. The land use designations and estimated remaining development are based on information provided by the City. The remaining developable land includes land that is undeveloped or considered by the City to be underdeveloped. The land use classifications are more specifically described in the City's General Plan.

As shown in **Table 3**, there are approximately 275 gross developable acres still remaining to develop. Gross developable acres are exclusive of major roadways and lands designated for other public uses, such as storm drain detention basins. These acres are multiplied by a conversion factor of 85 percent to estimate a total of approximately 234 net developable acres. Net acres are the acres actually available for development, net of minor roadways and additional lands required for public use.

Infrastructure Requirements

To ensure successful development of the NWTSP Area, infrastructure upgrades are necessary. The NWTSP Area fee covers the costs of improvements not covered by the existing citywide fee program. The NWTSP fees currently include funding for transportation, storm drainage, water, and sewer facilities. With this fee update, however, the NWTSP fee will include funding for potable water and sanitary sewer facilities only. The other facility types will be moved to the citywide fee program.

The City provided cost estimates for the remaining sanitary sewer and potable water infrastructure upgrades to be funded through NWTSP fees. **Table 4** summarizes these costs. The estimates are reduced by the current sanitary sewer and potable water fee fund balances, which will be used to partially fund the remaining infrastructure. **Table 5** details the sanitary sewer infrastructure requirements and estimated costs, and **Table 6** provides the same information for the potable water improvements.

Map 1

Northwest Triangle Specific Plan

NWTSP Boundary

General Plan Land Use

- Very Low Density Residential
- Low Density Residential
- Low-Medium Density Residential
- Medium Density Residential
- Medium Density Residential/Office
- High Density Residential
- High Density Residential/Office
- Downtown
- Highway Commercial
- Community Commercial
- Community Commercial/Office
- Community Commercial/High Density Residential
- Heavy Commercial
- Office
- Business Park
- Industrial
- Park
- Public
- Urban Reserve

Updated or new Master Plan required prior to development

Future Master Plan Areas

N

0 0.125 0.25 0.5 Miles

This map does not represent legal parcel or lot boundaries; it is intended for zoning and/or general plan edentification purposes only. Please contact the Planning Division before making any investment decisions based on the information shown on this map or on our website. Direct all inquiries to the Planning Division (209) 668-5640.

Table 3
Northwest Triangle Specific Plan Fee Nexus Study Update
Land Use Summary

Land Use	Acres		Dwelling Units	
	Gross Developable	Net Developable	Per Gross Dev. Acre	Dwelling Units
Formula	*a*	*a * 85%*	*b*	*a*b*
Low Density Residential	22.9	19.5	5.0	114
High Density Residential	5.5	4.7	22.5	124
Community Commercial	71.0	60.4	NA	NA
Heavy Commercial	112.6	95.8	NA	NA
Highway Commercial	91.3	77.6	NA	NA
Total	**274.9**	**233.7**		**0**

lu

Source: City of Turlock and EPS

Table 4
Northwest Triangle Specific Plan Fee Nexus Study Update
Summary of Backbone Infrastructure Costs (2013 $)

Item	Estimated Costs		
	Sanitary Sewer	Potable Water	**Total**
Total Construction Cost	$ 422,970	$ 671,715	**$ 1,094,685**
Less Fee Fund Balance	($ 405,778)	$ 0	**($ 405,778)**
Total Cost	**$ 17,192**	**$ 671,715**	**$ 688,907**

cost sum

Table 5
Northwest Triangle Specific Plan Fee Nexus Study Update
Estimated Sanitary Sewer Facility Costs (2013 $)

Sanitary Sewer

Project	TOTAL
Sanitary Sewer Project	
1 10" Sewer Line in Golden State Blvd from Tuolumne 1800 feet North	$ 220,680
2 12" Sewer Line in Golden State Blvd from Taylor Rd 1500 feet South	$ 202,290
Subtotal Sanitary Sewer Facility Cost	**$ 422,970**
Less Fee Fund Balance (As of 6/30/12)	($ 405,778)
Total Cost	**$ 17,192**

s cost sum

Source: City of Turlock

Table 6
Northwest Triangle Specific Plan Fee Nexus Study Update
Estimated Potable Water Facility Costs (2013 $)

Project		TOTAL
Potable Water Project		
1	12" Water line in Golden State from Taylor 400' South	$ 49,040
2	12" Water Line in Taylor Rd from Golden State to Tegner	$ 171,640
3	Bore 24" Casing under TID at Tegner	$ 36,780
4	12" Water Line in Tegner from Taylor 100' South	$ 9,195
5	12" Line in Tuolumne from Tegner to Countryside	$ 257,460
6	Bore 24" Casing under Freeway at Tuolumne	$ 147,600
Subtotal Water Facility Cost		**$ 671,715**
Less Fee Fund Balance (As of 06/3012)		$ 0
Total		**$ 671,715**

w cost sum

Source: City of Turlock

Sewer System Improvements

The NWTSP fees will fund sanitary sewer improvements needed by the NWTSP Area. The only remaining sewer improvements still to be completed are two sewer lines. The net sanitary sewer facilities cost to be funded by the NWTSP fee, after deducting the sanitary sewer fee fund balance, totals approximately $17,200.

Potable Water Improvements

The NWTSP fees will fund potable water improvements needed by the NWTSP Area. The remaining water improvements still to be completed include water lines and bore casings. The net potable water facilities cost to be funded by the NWTSP fee totals approximately $672,000. Note that potable water improvements are being added to the NWTSP fee program with this fee update. Consequently, there is no current balance in the potable water fee fund that can be applied to fund the facilities.

3. Cost Allocation and NWTSP Fees

Introduction

For each facility type, the NWTSP fees are estimated by allocating the improvement costs (detailed in the previous chapter) to the various land uses based on each land use's relative demand for the facility type. In addition, the City charges an administration fee to administer the fee program. The NWTSP fees were summarized in **Table 1** in the first chapter.

The specific steps in allocating the costs and estimating the fess for each facility type are outlined below.

1. Determine the improvement costs benefiting the NWTSP Area. Subtract the existing fund balances allocated to fund such improvements to estimate the net costs to be funded. These improvement costs and fund balances were detailed in the previous chapter.

2. Determine the use factor, or level of demand, for each land use.

3. Multiply the use factor by the projected number of remaining net developable acres to derive the facility demand for each land use category. Use these demand estimates to calculate the percentage distribution of total demand across land uses.

4. Allocate the net improvement costs from step 1 to the various land uses based on each land use's percentage of total facility demand.

5. For each residential land use, divide the allocated cost by the number of dwelling units to determine the fee per dwelling unit.

6. For each nonresidential land use, divide the allocated cost by the net developable acres to determine the fee per net developable acre.

Sanitary Sewer Cost Allocation

Table 7 details the sanitary sewer cost allocation and fee estimate. Sanitary sewer costs are allocated to the various land uses based on the estimated wastewater treatment flow by land use, expressed in gallons per day (GPD) per acre. The estimated GPD per acre factors were obtained from the Draft City of Turlock Sewer Master Plan Update (2013) currently being prepared. These factors are used to estimate each land use's relative sanitary sewer facility demand. The sanitary sewer costs are allocated to the various land uses based on the demand distribution among the land uses. For residential uses, the fee per dwelling unit for each land use is estimated as the allocated cost divided by the number of dwelling units for that land use. For nonresidential uses, the fee per net acre for each land use is estimated as the allocated cost divided by the number of net acres for that land use.

Table 7
Northwest Triangle Specific Plan Fee Nexus Study Update
Sanitary Sewer Facilities Cost Allocation (2013 $)

Sanitary Sewer

Land Use	Development [1]		Cost Allocation Basis			Cost Allocation		
	Net Developable Acres	Dwelling Units	GPD Per Acre	Total Sewer Demand [2]	Distribution of Sewer Demand	Assigned Cost	per Net Dev. Acre	per Dwelling Unit
Formula	*a*	*b*	*c*	*d=a*c*	*e*	*f = total cost*e*	*f/a*	f/b
Low Density Residential	22.9	114	1,350	30,907	15.0%	$ 2,577		$23
Low-Medium Density [3]	0.0	0	1,800	0	0.0%	$ 0		$19
Medium Density [3]	0.0	0	2,100	0	0.0%	$ 0		$16
High Density Residential	5.5	124	4,300	23,608	11.4%	$ 1,968		$16
Community Commercial	71.0	NA	750	53,263	25.8%	$ 4,441	$ 74	
Heavy Commercial	112.6	NA	750	84,487	41.0%	$ 7,045	$ 74	
Highway Commercial	91.3	NA	750	68,441	33.2%	$ 5,707	$ 74	
Total	**274.9**	**238**		**206,191**	**100.00%**	**$ 17,192**		

s alloc

Source: Draft City of Turlock Sewer Master Plan Update (2013), City of Turlock, and EPS

[1] See Table 3.
[2] For purposes of allocating costs among land uses, total sewer demand is estimated using net developable acres. Since the net/gross factor is the same across land uses (85%), the same allocation would result if demand was estimated using gross acres.
[3] There is no remaining developable land for some residential land use zonings in the NTWSP. The fee is estimated to account for possibility of a zoning change. Estimated cost per unit calculation is shown below:

	GPD Per Acre	Units Per Acre	GPD Per Unit	EDU Factor	Low Density Cost Per Unit	Cost Per Unit
			a	*b=a / low den. a*	*c*	*b*c*
Low Density	1,350	5	270	1.00	$ 23	$ 23
Low-Medium Density	1,800	8	225	0.83	$ 23	$ 19
Medium Density	2,100	11	191	0.71	$ 23	$ 16
High Density	4,300	23	191	0.71	$ 23	$ 16

Potable Water Cost Allocation

Table 8 details the potable water cost allocation and fee estimate. Potable water costs are allocated to the various land uses based on the estimated water demand by land use, expressed in gallons per minute (GPM) per acre. The estimated GPM per acre factors were obtained from the City of Turlock Water Master Plan Update (May 2009). These factors are used to estimate each land use's relative potable water facility demand. The potable water costs are allocated to the various land uses based on the water demand distribution among the land uses. For residential uses, the fee per dwelling unit for each land use is estimated as the allocated cost divided by the number of dwelling units for that land use. For nonresidential uses, the fee per net acre for each land use is estimated as the allocated cost divided by the number of net acres for that land use.

Administration

In addition to the sanitary sewer and potable water fees, the City charges a fee to administer the NWTSP fee program. As with the facilities fees, the administration fee is charged per dwelling unit for residential uses and per net acre for nonresidential uses. For each land use, it is calculated as 3 percent of the sum of the sanitary sewer and potable water fees.

Table 8
Northwest Triangle Specific Plan Fee Nexus Study Update
Potable Water Facilities Cost Allocation (2013 $)

Potable Water

Land Use	Development [1]		Cost Allocation Basis				Cost Allocation		
	Net Developable Acres	Dwelling Units	GPM Per Acre	GPD Per Acre	Total Water Demand [2]	Distribution of Water Demand	Assigned Cost	per Net Dev. Acre	per Dwelling Unit
Formula	*a*	*b*	*c*	*d=c * 60 min/hr * 24 hr/day*	*e=a*d*	*f*	*g = total cost*f*	*g/a*	g/b
Low Density Residential	22.9	114	2.3	3,312	75,826	17.4%	$ 116,960		$1,022
Low-Medium Density [3]	0.0	0	2.3	3,312	0	0.0%	$ 0		$639
Medium Density [3]	0.0	0	2.3	3,312	0	0.0%	$ 0		$464
High Density Residential	5.5	124	6.8	9,792	53,761	12.3%	$ 82,925		$671
Community Commercial	71.0	NA	1.1	1,584	112,492	25.8%	$ 173,517	$ 2,443	
Heavy Commercial	112.6	NA	1.1	1,584	178,436	41.0%	$ 275,235	$ 2,443	
Highway Commercial	91.3	NA	1.1	1,584	144,548	33.2%	$ 222,963	$ 2,443	
Total	**274.9**	**238**			**435,476**	**100.00%**	**$ 671,715**		

w alloc

Source: City of Turlock Water Master Plan Update (2009), City of Turlock, and EPS

[1] See Table 3.
[2] For purposes of allocating costs among land uses, total water demand is estimated using net developable acres. Since the net/gross factor is the same across land uses (85%), the same allocation would result if demand was estimated using gross acres.
[3] There is no remaining developable land for some residential land use zonings in the NTWSP. The fee is estimated to account for possibility of a zoning change. Estimated cost per unit calculation is shown below:

	GPD Per Acre	Units Per Acre	GPD Per Unit	EDU Factor	Low Density Cost Per Unit	Cost Per Unit
			a	*b=a / low den. a*	*c*	*b*c*
Low Density	3,312	5	662	1.00	$ 1,022	$ 1,022
Low-Medium Density	3,312	8	414	0.63	$ 1,022	$ 639
Medium Density	3,312	11	301	0.45	$ 1,022	$ 464
High Density	9,792	23	435	0.66	$ 1,022	$ 671

4. Implementation and Update

The proposed updated NWTSP fees will need to be adopted by City Resolution as enabled by the current City code. The existing City municipal code allows the City Council to adopt, by resolution, a fee schedule consistent with supporting technical analysis and findings provided in this report. The resolution approach to setting the fee allows periodic adjustments of the fee amount that may be necessary over time, without amending the enabling ordinance.

It is anticipated that the City will update the existing Capital Facilities Fee (CFF) Ordinance as part of this study process. The proposed amendment includes a section stating that the specific plan fee programs shall be administered in accordance with the specifications in the updated CFF Ordinance. This updated ordinance addresses the primary implementation and administrative issues and procedures associated with the CFF and the specific plan fees. A brief summary of the key implementation and administrative elements is provided below.

Fee Collection and Amount

Applicable Land Uses

All new development that occurs in the NWTSP, except as specifically exempted by the CFF Ordinance, shall pay the NWTSP fee. While the maximum fee amount will be determined by this Nexus Study Update, the City may elect to charge less for a variety of reasons and under certain circumstances, as described in the CFF Ordinance. In any case, the applicable fees will be published in a Fee Schedule made available by the City and updated periodically. The amount will vary by land use, as summarized in **Table 1** of this report.

It is possible that certain projects may not fit neatly into the categories defined in **Table 1**. In cases where such ambiguity exists, the City Engineer and City Manager will need to make a determination as to the applicable fees. The CFF Ordinance articulates guidelines for resolving discrepancies or disputes.

Fee Escalation

The proposed CFF Ordinance allows for an automatic adjustment of the NWTSP fees to keep pace with inflation adjusted increases in construction cost. This allows the fee level to keep pace with inflation without requiring an annual approval process. This adjustment is based on the San Francisco Construction Cost Index (CCI) published by the Engineering News Record (ENR), a source widely used in the construction industry and by many jurisdictions as a basis for making annual inflation adjustments to their development impact fees. ENR's San Francisco CCI has been published consistently every month since 1967. As such, it is one of the most reliable and consistent indices that track trends in construction costs.

Timing and Manner of Payment

The proposed CFF Ordinance addresses issues related to the timing and manner of payment for the NWTSP fee including the potential for fee deferrals, payment plans, credits and reimbursements, exemptions, and related adjustments.

Annual Review, Accounting, and Updates

Annual Review

This report and the technical information it contains should be maintained and reviewed periodically by the City as necessary to ensure the accuracy of the NWTSP fee estimate and to enable the adequate programming of funding sources. To the extent that improvement requirements, costs, or development potential changes over time, the NWTSP fee program will need to be updated. Specifically, AB 1600 (at Gov. C. §§ 66001(c), 66006(b)(1)) stipulates each local agency that requires payment of a fee make specific information available to the public annually within 180 days of the last day of the fiscal year, including the following information:

- A description of the type of fee in the account.
- The amount of the fee.
- The beginning and ending balance of the fund.
- The amount of fees collected and interest earned.
- Identification of the improvements constructed.
- The total cost of the improvements constructed.
- The fees expended to construct the improvement.
- The percent of total costs funded by the fee.

If sufficient fees have been collected to fund the construction of an improvement, the agency must specify the approximate date for construction of that improvement. Because of the dynamic nature of growth and infrastructure requirements, the City should monitor development activity, the need for infrastructure improvements, and the adequacy of the fee revenues and other available funding. Formal annual review of the NWTSP fee program should occur, at which time necessary adjustments should be made to the fee program. The fee program includes an administrative component that funds the costs associated with this monitoring and updating effort.

Surplus Funds

AB 1600 also requires that if any portion of a fee remains unexpended or uncommitted in an account for five years or more after deposit of the fee, the City Council shall make findings once each year: (1) to identify the purpose to which the fee is to be put, (2) to demonstrate a reasonable relationship between the fee and the purpose for which it was charged, (3) to identify all sources and amounts of funding anticipated to complete financing of incomplete improvements, and (4) to designate the approximate dates on which the funding identified in (3) is expected to be deposited into the appropriate fund.

If adequate funding has been collected for a certain improvement, an approximate date must be specified as to when construction on the improvement will begin. If the findings show no need for the unspent funds or if the conditions discussed above are not met, and the administrative costs of the refund do not exceed the refund itself, the local agency that has collected the funds must refund them.

Internal Loaning of Funds

Loans between the NWTSP fee funds may be used from time to time to facilitate the construction of NWTSP facilities and assure adequate cash flow. Any such loan shall be made in accordance

with applicable law, as interpreted by the City Attorney of the City of Turlock, and all funds shall be placed in separate accounts on either a facility or geographic basis. The additional following requirements are also placed on loans between NWTSP fee funds:

1. Funds may be transferred between accounts to expedite the construction of critical projects and facilities.
2. A mechanism to repay accounts shall be established.
3. Interest charged on each loan shall be based upon the Local agency Investment Fund rate in effect at the time of the loan and shall be deposited into the account providing the loan.
4. Inter-fund loan repayments shall take precedence over reimbursements to developers.

Five-Year Update

Fees will be collected from new development within the City immediately; however, use of these funds may need to wait until a sufficient fund balance can be accrued. Per Government Code Section 66006, the City is required to deposit, invest, account for, and expend the fees in a prescribed manner. The fifth fiscal year following the first deposit into the fee account or fund, and every five years thereafter, the City is required to make all of the following findings with respect to that portion of the account or fund remaining unexpended:

- Identify the purpose for which the fee is to be put.
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements.
- Designate the approximate dates that the funding referred to in the above paragraph is expected to be deposited in the appropriate account or fund.

Once sufficient funds have been collected to complete the specified projects, the City must commence construction within 180 days. If it fails to do this, the City is required to refund the unexpended portion of the fee and any accrued interest to the then current owners.

Supplemental Funding

Although the NWTSP fees are intended to fully fund the identified NWTSP facilities, it is possible that the City may use supplemental funds for future facilities. Supplemental funding may include but is not limited to the following sources:

- **General Fund Revenues.** In any given year, the City could allocate a portion of its General Fund revenues for discretionary expenditures. Depending on the revenues generated relative to costs and City priorities, the City may allocate General Fund revenues to fund NWTSP facilities costs not covered by the NWTSP fee program or other funding sources.
- **Assessments and Special Taxes.** The City could fund a portion of facilities costs using assessments and special taxes. For example, the establishment of a Mello-Roos Community

Facilities District would allow the City to levy a special tax to pay debt service on bonds sold to fund construction of capital facilities or to directly fund capital facilities.

- **State or Federal Funds.** The City might seek and obtain grants of matching funds from State and Federal sources to help offset the costs of required facilities and improvements. As part of its funding effort, the City should research and monitor these outside revenue sources and apply for funds as appropriate.

It should be noted that during the past few decades, there has been an increasing shift of infrastructure financing responsibilities from State and federal government to the local level. This shift, combined with the effects of the Great Recession (i.e., reduced property values), has left cities with very limited resources, and competition for General Fund revenues is high. Additionally, many grant programs that once funded major highway improvements and water and sewer infrastructure improvements were long ago abandoned. As the economy improves, assessments and special districts, which require voter approval may become more feasible, but at this time, development impact fees are one of the few funding sources that Turlock's City Council can control.

5. AB 1600 NEXUS FINDINGS

Authority

This report has been prepared to update development impact fees for the NWTSP Area in the City in accordance with the procedural guidelines established in AB 1600, which are codified in California Government Code Section 66000 et. seq. These code sections set forth the procedural requirements for establishing and collecting development impact fees. These procedures require that "a reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition."[1]

Specifically, each local agency imposing a fee must perform the following tasks:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Demonstrate a reasonable relationship between the amount of the fee and the cost of public facility or portion of the public facility attributable to the development on which the fee is imposed.

Purpose of Fees

New development in the NWTSP Area will increase the demand for sanitary sewer and potable water facilities. Funding by the NWTSP fees will provide for these needed infrastructure improvements. The sanitary sewer and potable water improvements are described in more detail in **Chapter 2**.

Use of Fees

NWTSP Area fees from new development will be used to fund the following improvements:

- **Sanitary Sewer Improvements**—NWTSP fees will fund new sanitary sewer infrastructure needed to convey sewage from planned new development into the citywide sewer system. Required new sanitary sewer facilities include a series of sewer lines and a new pump station.
- **Potable Water Improvements**—NWTSP fees will fund potable water facilities needed to accommodate increased water usage by new development. Required new water facilities include a series of water lines throughout the NWTSP Area.

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[1] *Public Needs & Private Dollars*; William Abbott, Marian E. Moe, and Marilee Hanson, page 109.

Relationship between Use of Fees and Type of Development

The NWTSP fee will fund sanitary sewer and potable water facilities needed to serve new development in the NWTSP Area, as summarized below:

- **Sanitary Sewer Improvements**—New residential and nonresidential development will create sewer flow in the NWTSP Area. Additional sewer lines will create capacity for the sewage system to accommodate the demands of future development.
- **Potable Water Improvements**—New residential and nonresidential development will create demand for additional potable water in the NWTSP Area. Construction of a series of water lines in the NWTSP Area will create capacity for the water system to accommodate the demands of future development.

Relationship between Need for Facility and Type of Project

- **Sanitary Sewer Improvements**—The City has capacity available in the out-of-area sewer collection system and the recently expanded wastewater treatment plant to support development in the NWTSP Area. For development to occur in the NWTSP Area, new sewer lines are necessary to connect to the existing collection system.
- **Potable Water Improvements**—Potable water improvements are necessary to maintain the existing level of water capacity to serve new development in the NWTSP Area. Additional water lines in the NWTSP Area are needed so existing water resources will not be negatively impacted by new development.

Relationship between Amount of Fees and Cost of or Portion of Facility Attributed to Development on which Fee is Imposed

All costs of the local NWTSP Area infrastructure improvements are allocated to new development in the NWTSP Area, which will receive benefit from NWTSP Area infrastructure. As a result, development impact fees will support all the costs associated with these infrastructure improvements. The infrastructure costs are allocated to the land uses based on each land use's relative demand for the improvements, as described below:

- **Sanitary Sewer Improvements**—Costs are allocated to the land uses based on each land use's estimated demand for sanitary sewer facilities, as measured by wastewater treatment flow factors by land use, expressed in GPD per acre. The cost allocation is the basis for the fee estimates by land use.

- **Potable Water Improvements**—Costs are allocated to the land uses based on each land use's estimated demand for potable water facilities, as measured by water demand by land use factors, expressed in GPM per acre. The cost allocation is the basis for the fee estimates by land use.

APPENDIX A:

Infrastructure Cost Burden Comparison

Table A-1 Sewer Development Impact Fee Comparison—Single-Family Development A-2

Table A-2 Sewer Development Impact Fee Comparison—Retail Development A-3

Table A-3 Sewer Development Impact Fee Comparison—Industrial Development A-4

Table A-4 Water Development Impact Fee Comparison—Single-Family Development A-5

Table A-5 Water Development Impact Fee Comparison—Retail Development A-6

Table A-6 Water Development Impact Fee Comparison—Industrial Development A-7

APPENDIX A: SUMMARY

This appendix contains sanitary sewer and potable water development impact fee comparison tables and charts to compare the NWTSP-proposed sewer and water development impact fees to the same fees in neighboring cities. For both sewer and water fees, separate single-family, retail, and industrial comparisons are included.

The two Turlock specific plan areas included in the comparisons pay both city and plan area fees, whereas new development in the comparison cities pays only city fees. Some cities, however, (such as Manteca and Merced) have different fees for development in different areas of the city.

The following common assumptions were made for each land use:

- **Single-Family**
  Fees calculated per dwelling unit
  Sewer Meter Size: 5/8 inch
  Water Meter Size: 5/8 inch

- **Retail**
  Fees calculated per acre
  Project Size: 10 acres
  Floor to Area Ratio (FAR): 0.25
  Sewer Meters per Project: 1
  Sewer Meter Size: 2 inch
  Water Meters per Project: 2
  Water Meter Size: 2 inch

- **Industrial**
  Fees calculated per acre
  Project Size: 20 acres
  FAR: 0.40
  Sewer Meters per Project: 1
  Sewer Meter Size: 2 inch
  Water Meters per Project: 2
  Water Meter Size: 2 inch

Table A-1
Northwest Triangle Specific Plan Fee Nexus Study Update
Sewer Development Impact Fee Comparison - Single-Family Development

Land Use Category	Fee per Dwelling Unit by Jurisdiction (2013 $)							
	Ceres	Merced - North of Bear Creek	Merced - South of Bear Creek	Modesto	Manteca - Zone 22	Manteca - Zone 24	Atwater	Turlock - NWTSP [1]
Plan Area Fees	NA	NA	NA	NA	NA	NA	NA	$24
City Fees	$2,063	$6,036	$5,875	$4,906	$7,678	$7,270	$4,067	$4,138
Total Fees	**$2,063**	**$6,036**	**$5,875**	**$4,906**	**$7,678**	**$7,270**	**$4,067**	**$4,161**

SS

Sources: Cities of Ceres, Lodi, Merced, Modesto, Manteca, Atwater, & Turlock; and Economic & Planning Systems, Inc.

[1] Turlock plan area fees include a 3% administrative fee.

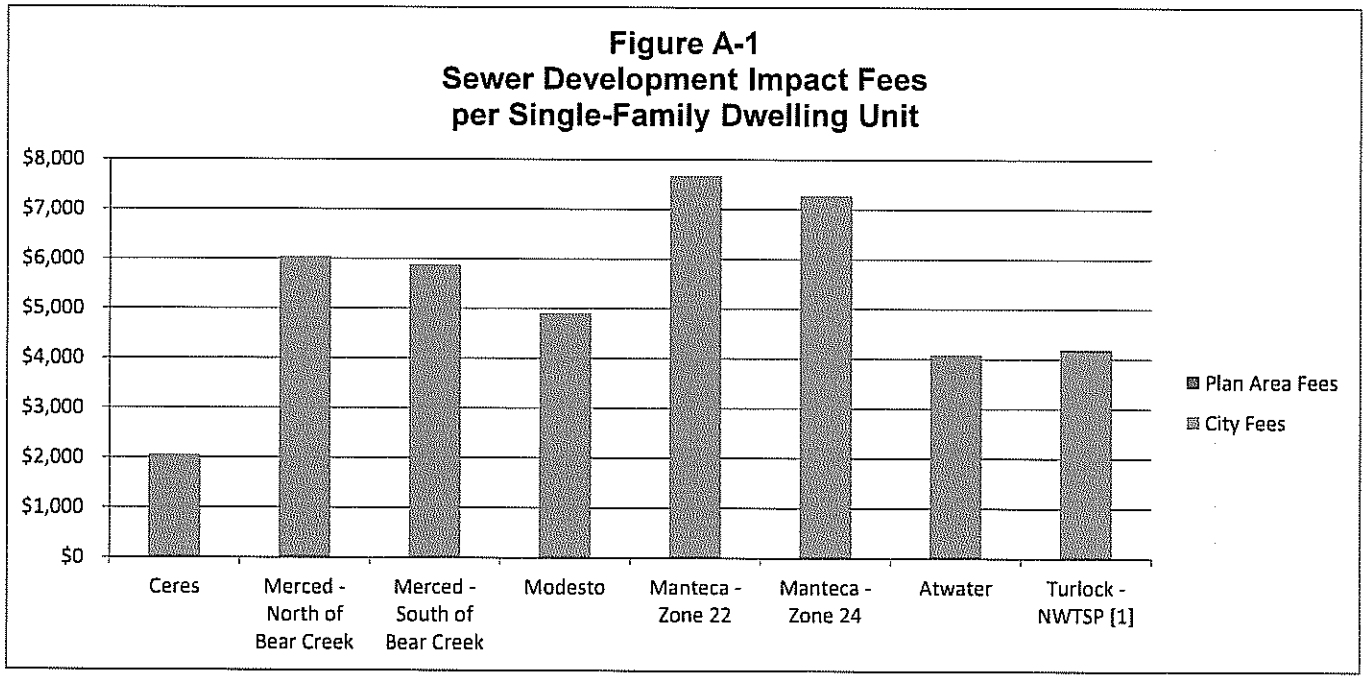


Table A-2
Northwest Triangle Specific Plan Fee Nexus Study Update
Sewer Development Impact Fee Comparison - Retail Development

Land Use Category	Fee per Acre by Jurisdiction (2013 $)								
	Ceres	Merced - North of Bear Creek	Merced - South of Bear Creek	Modesto	Manteca - Zone 22	Manteca - Zone 24	Atwater	Turlock - NWTSP [1]	Turlock - WISP [1]
Plan Area Fees	NA	NA	NA	NA	NA	NA	NA	$76	$809
City Fees	$4,190	$48,014	$46,936	$9,257	$39,613	$36,745	$17,163	$15,691	$15,691
Total Fees	**$4,190**	**$48,014**	**$46,936**	**$9,257**	**$39,613**	**$36,745**	**$17,163**	**$15,768**	**$16,501**

SR

Sources: Cities of Ceres, Lodi, Merced, Modesto, Manteca, Atwater, & Turlock; and Economic & Planning Systems, Inc.

[1] Turlock plan area fees include a 3% administrative fee.

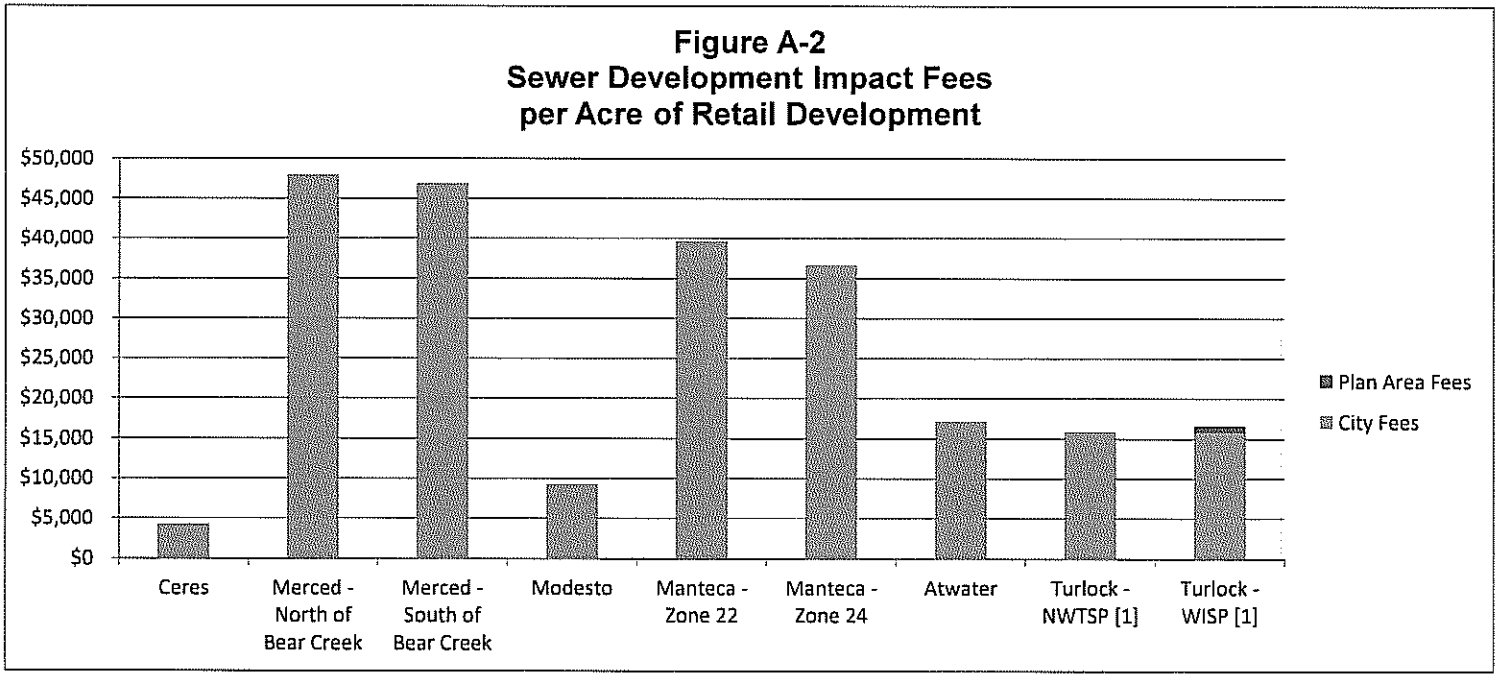


Table A-3
Northwest Triangle Specific Plan Fee Nexus Study Update
Sewer Development Impact Fee Comparison - Industrial Development

Land Use Category	Fee per Acre by Jurisdiction (2013 $)							
	Ceres	Merced - North of Bear Creek	Merced - South of Bear Creek	Modesto	Manteca - Zone 22	Manteca - Zone 24	Turlock - NWTSP [1]	Turlock - WISP [1]
Plan Area Fees	NA	NA	NA	NA	NA	NA	$76	$3,561
City Fees	$12,115	$53,875	$52,655	$8,886	$39,613	$36,745	$15,455	$15,455
Total Fees	**$12,115**	**$53,875**	**$52,655**	**$8,886**	**$39,613**	**$36,745**	**$15,531**	**$19,015**

SI

Sources: Cities of Ceres, Lodi, Merced, Modesto, Manteca, Atwater, & Turlock; and Economic & Planning Systems, Inc.

[1] Turlock plan area fees include a 3% administrative fee.

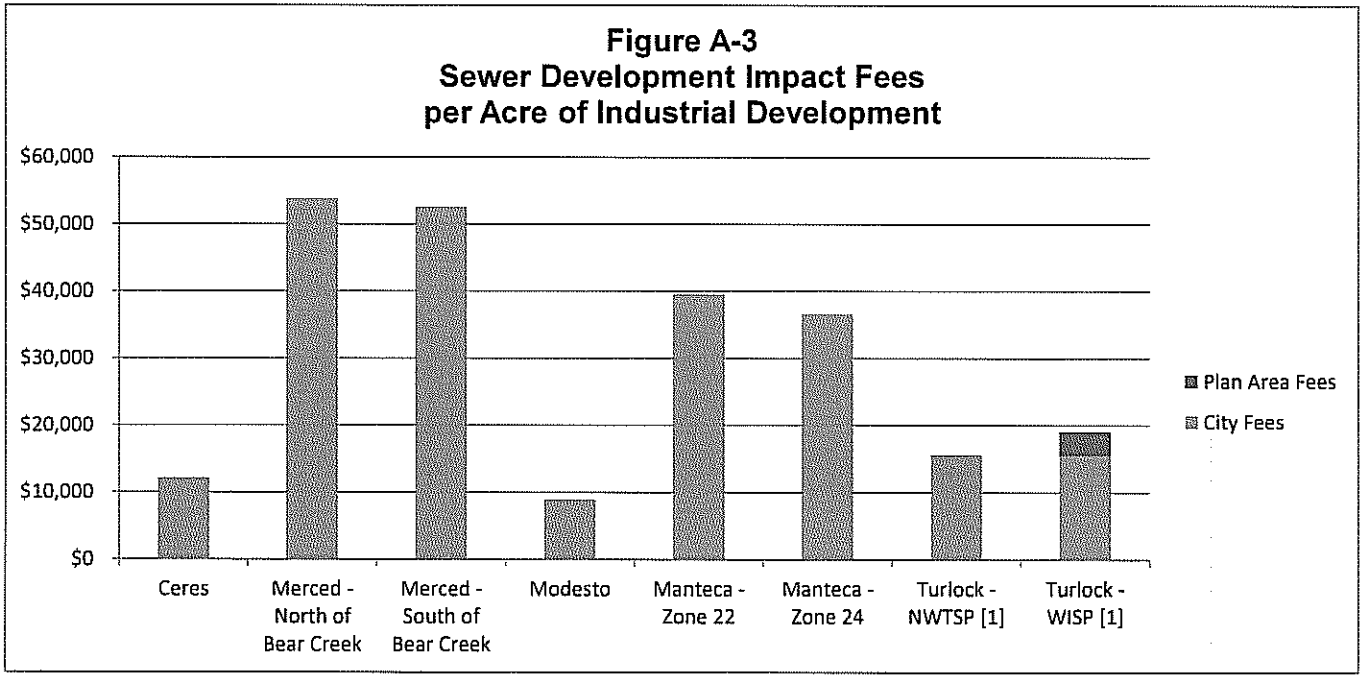


Table A-4
Northwest Triangle Specific Plan Fee Nexus Study Update
Water Development Impact Fee Comparison - Single-Family Development

Land Use Category	Fee per Dwelling Unit by Jurisdiction (2013 $)					
	Ceres	Merced	Modesto	Manteca	Atwater	Turlock - NWTSP [1]
Plan Area Fees	NA	NA	NA	NA	NA	$1,053
City Fees	$5,086	$4,879	$2,175	$6,867	$3,089	$4,976
Total Fees	**$5,086**	**$4,879**	**$2,175**	**$6,867**	**$3,089**	**$6,029**

WS

Sources: Cities of Ceres, Lodi, Merced, Modesto, Manteca, Atwater, & Turlock; and Economic & Planning

[1] Turlock plan area fees include a 3% administrative fee.

Figure A-4
Water Development Impact Fees per Single-Family Dwelling Unit

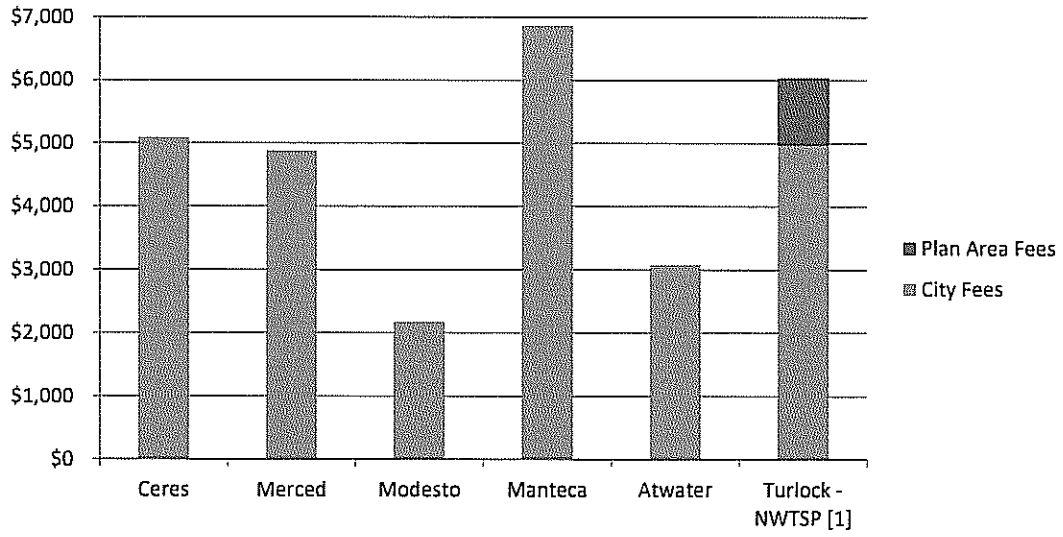


Table A-5
Northwest Triangle Specific Plan Fee Nexus Study Update
Water Development Impact Fee Comparison - Retail Development

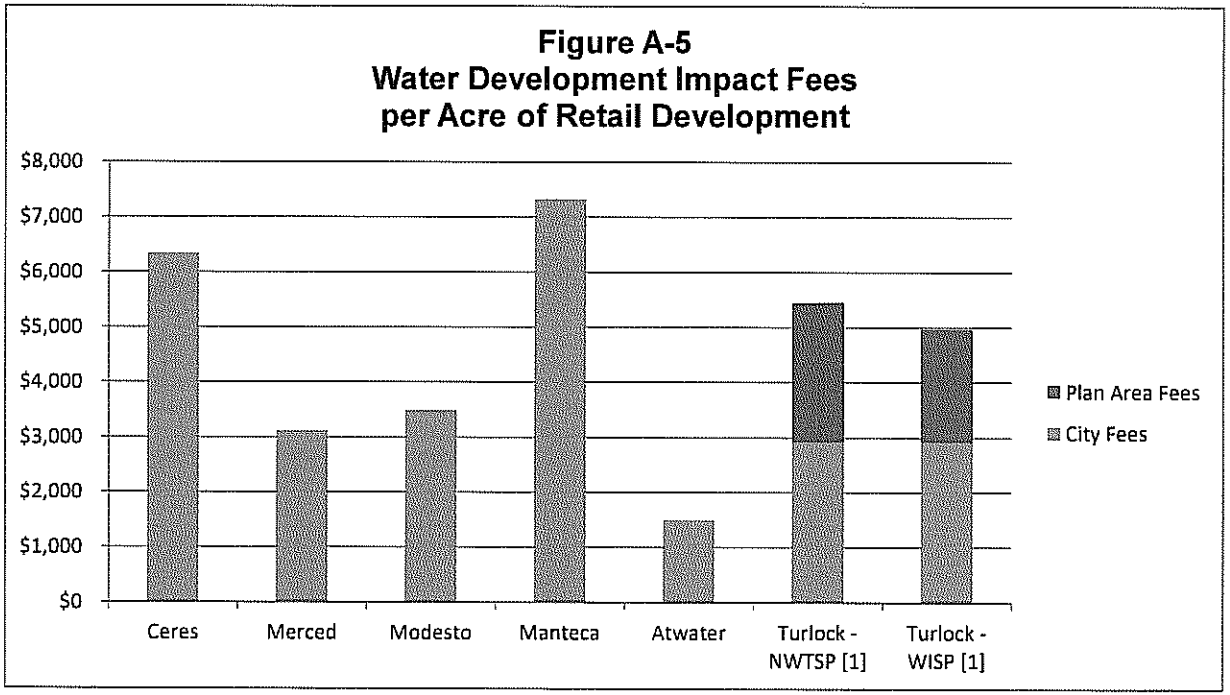
Land Use Category	Fee per Acre by Jurisdiction (2013 $)						
	Ceres	Merced	Modesto	Manteca	Atwater	Turlock - NWTSP [1]	Turlock - WISP [1]
Plan Area Fees	NA	NA	NA	NA	NA	$2,516	$2,028
City Fees	$6,329	$3,123	$3,479	$7,320	$1,507	$2,931	$2,931
Total Fees	**$6,329**	**$3,123**	**$3,479**	**$7,320**	**$1,507**	**$5,448**	**$4,960**

WR

Sources: Cities of Ceres, Lodi, Merced, Modesto, Manteca, Atwater, & Turlock; and Economic & Planning Systems, Inc.

[1] Turlock plan area fees include a 3% administrative fee.

Figure A-5
Water Development Impact Fees per Acre of Retail Development



Prepared by EPS 10/24/2013

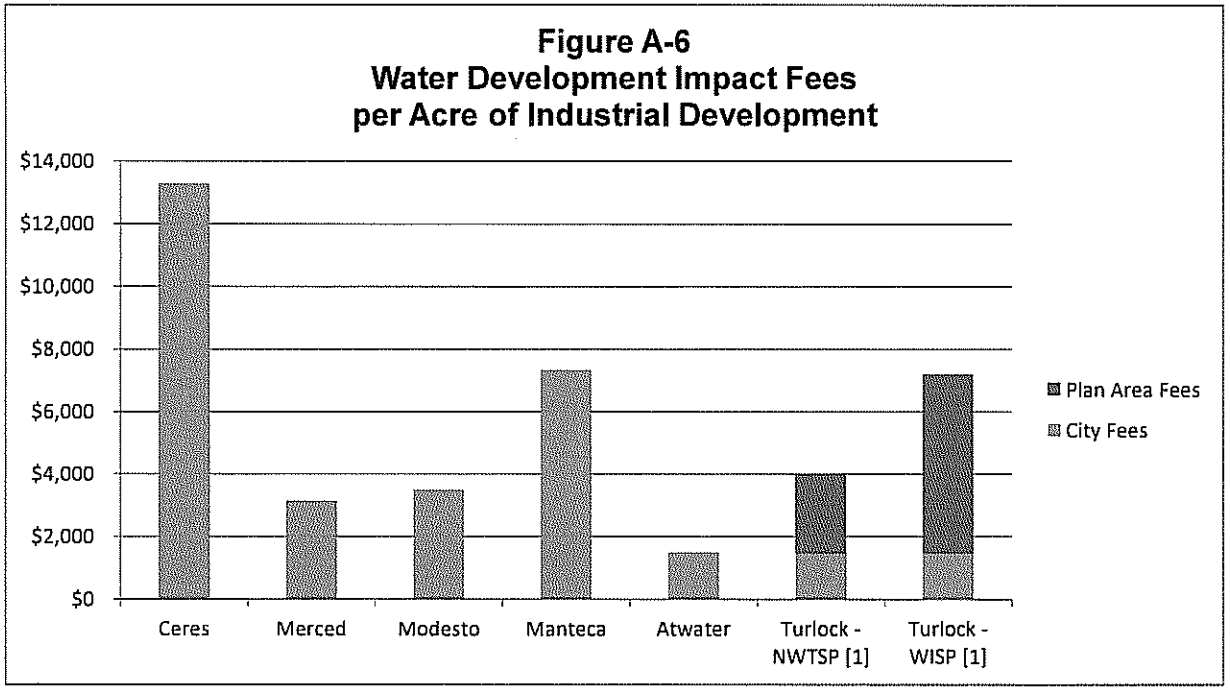
Table A-6
Northwest Triangle Specific Plan Fee Nexus Study Update
Water Development Impact Fee Comparison - Industrial Development

Land Use Category	Fee per Acre by Jurisdiction (2013 $)						
	Ceres	Merced	Modesto	Manteca	Atwater	Turlock - NWTSP [1]	Turlock - WISP [1]
Plan Area Fees	NA	NA	NA	NA	NA	$2,516	$5,716
City Fees	$13,292	$3,123	$3,479	$7,320	$1,507	$1,466	$1,466
Total Fees	**$13,292**	**$3,123**	**$3,479**	**$7,320**	**$1,507**	**$3,982**	**$7,182**

WI

Sources: Cities of Ceres, Lodi, Merced, Modesto, Manteca, Atwater, & Turlock; and Economic & Planning Systems, Inc.

[1] Turlock plan area fees include a 3% administrative fee.



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE WESTSIDE INDUSTRIAL SPECIFIC PLAN FEE NEXUS STUDY UPDATE AND ESTABLISHING A WESTSIDE INDUSTRIAL SPECIFIC PLAN FEE, AS REQUIRED BY TURLOCK MUNICIPAL CODE CHAPTER 8-11	**RESOLUTION NO. 2013-**

WHEREAS, Government Code Section 66000 et seq., also known as the "Mitigation Fee Act", sets forth the procedures and requirements for establishing, increasing, or imposing a fee as a condition of approval of a development project by a local agency; and

WHEREAS, the City of Turlock adopted a Capital Facilities Fee ordinance, Chapter 8-11 of the Turlock Municipal Code, on May 23, 1996; and

WHEREAS, the City of Turlock introduced a new ordinance, repealing the existing chapter of the Turlock Municipal Code and replacing it with a new Chapter 8-11, on October 22, 2013, and expects to adopt the ordinance at its second reading on November 12, 2013; and

WHEREAS, the attached Westside Industrial Specific Plan Fee Nexus Study Update (Attachment C) meets all of the requirements of Government Code Section 66001(a) by identifying the purpose of the fee, identifying the use of the fee, determining that there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed, and determining that there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed; and

WHEREAS, the attached Westside Industrial Specific Plan Fee Nexus Study Update meets all of the requirements of Government Code Section 66001(b) that the local agency determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facilities attributable to the development on which the fee is imposed; and

WHEREAS, the fees shall be administered in accordance Turlock Municipal Code Chapter 8-11 that ensures that the City will comply with Government Code Section 66001(c) that requires the local agency to deposit, invest, account for, and expend the fees pursuant to Government Code Section 66006; and

WHEREAS, the City Council provided notice of the public hearing in the Turlock Journal on October 23 and October 30, 2013, in accordance with Government Code Section 6062a which requires publication of the notice for at least 10 days in two publications, with at least five days intervening between the dates of first and last publication not counting such publication dates; and

WHEREAS, the City received one written request by e-mail from the Executive Officer of the Greater Valley Building Industry Association for a written notice of this action and as required by Government Code Section 66016(a) was provided notice of the public hearing as well as a copy of the draft Westside Industrial Specific Plan Fee Nexus Study Update on October 25, 2013; and

WHEREAS, the City Council considered the comments and testimony received at a properly noticed public hear on November 12, 2013.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby set forth the following fees per the attached City of Turlock Westside Industrial Specific Plan Fee Nexus Study Update as prepared by Economic and Planning Systems (EPS), dated October 24, 2013, and assigns fees per land use as identified on Table 1, page 3, of said EPS report, and that fees, upon collection, shall be distributed to the Westside Industrial Specific Plan Fee account for the purposes identified in Table 2 on page 9 (Backbone Infrastructure Costs), of said EPS report.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

Report

Westside Industrial Specific Plan Fee Nexus Study Update

The Economics of Land Use

Prepared for:

City of Turlock

Prepared by:

Economic & Planning Systems, Inc.

October 24, 2013

Economic & Planning Systems, Inc.
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Sacramento, CA 95833-4210
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EPS #132018

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1. EXECUTIVE SUMMARY

Introduction

The City of Turlock (City) retained Economic & Planning Systems, Inc. (EPS) to update the Westside Industrial Specific Plan (WISP) Development Impact Fee Nexus Study. The WISP Area includes land zoned for commercial, office, and industrial uses. The City has a WISP fee program through which it charges development impact fees to new development for specific plan infrastructure in the WISP Area. The WISP fees currently fund transportation, storm drainage, recycled water, sanitary sewer, and potable water improvements needed to serve the WISP Area. The City is proposing to remove transportation, storm drainage, and recycled water improvements from the WISP fee program and instead to fund these improvements through the citywide fee program. Thus, the updated WISP fee program will fund only sanitary sewer and potable water improvements. This report summarizes the updated remaining development, the updated remaining sanitary sewer and potable water costs, and the proposed updated WISP Area fees.

Purpose

The purpose of this study is to update the nexus between new development in the WISP Area and the additional potable water and sanitary sewer facilities required to serve that development. This nexus will serve as the basis for updating the WISP fees under Assembly Bill (AB) 1600 legislation, as codified by California Government Code Section 66000 et. seq. This code section sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that "a reasonable relationship, or nexus, must exist between a governmental exaction and the purpose of the condition." Specifically, each local agency imposing a fee must perform the following tasks:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Demonstrate a reasonable relationship between the amount of the fee and the cost of public facility or portion of public facility attributable to development on which the fee is imposed.

The WISP fees to be collected for each land use are calculated based on the proportionate share of the total facility use that each land use represents. The result of this calculation is to establish WISP potable water and sanitary sewer improvement fees by land use. The WISP fees do not pay for site-specific infrastructure, which is the responsibility of the developer.

Existing Citywide Fees

The City currently requires payment of citywide fees for all new development within the City boundaries. Thus, development in the WISP Area must pay the citywide fees in addition to the WISP fees. The following fees are included in the citywide fee program:

- **Master Storm Drainage Fee**—Funds the improvement of citywide drainage facilities, including master storm drains and master detention basins.

  Currently, the WISP fee funds storm drainage facilities needed by the WISP area development, but, with this fee update, all remaining storm drainage facilities will be moved from the WISP fee program to the citywide fee program.

- **Wastewater Plant Capacity Fees**—Fund sewer treatment plant expansions needed to accommodate added sewer flow resulting from new development.

- **Sewer Trunk Capacity Fees**—Fund the construction of citywide sewer trunk lines or the oversizing of normal-sized sewer lines to become sewer trunk lines.

- **Water Capital Facilities Fee (Water Grid Fee)**—Funds the improvement of major water supply, transmission, and storage facilities.

- **Capital Facility Fees (CFF)**—Fund capital facilities for roadways, police, fire, and general City government.

  Currently, the WISP fee funds the majority of transportation improvements needed by the WISP Area development, but, with this fee update, all remaining transportation improvements will be moved from the WISP fee program to the citywide fee program.

- **Additional Fees**—In addition to the major fees listed above, the City also charges some additional fees on new development, including those listed below:

  - **Street Light Development Fees.**
  - **Sewer and Water Connection Fees.**
  - **Water Meter Fees.**

Proposed Updated WISP Fees

The WISP Area fees are based on the benefit received by future development in the WISP Area for WISP facilities still to be constructed. The total proposed potable water and sanitary sewer fees for each of the land uses in the WISP Area are shown in **Table 1**. All of the fees will be charged on a per-net-acre basis.

Table 2 compares the proposed fees with the current WISP fees charged by the City. As shown, the current WISP fee program includes fees for sanitary sewer, potable water, recycled water, storm drainage, and transportation improvements, whereas the proposed WISP fee program will contain fees for sanitary sewer and potable water improvements only. The current transportation fees are charged per 1,000 building square feet, and all other fees are charged

Table 1
Westside Industrial Specific Plan Fee Nexus Study Update
WISP Plan Area Fee Summary (2013$)

Item	WISP Plan Area Fee per Net Developable Acre				
	Sewer	Water	**Subtotal**	Administration	Total
				3%	
Business Park	$ 786	$ 1,969	**$ 2,755**	$83	**$ 2,838**
Community Commercial	$ 786	$ 1,969	**$ 2,755**	$83	**$ 2,838**
Highway Commercial	$ 786	$ 1,969	**$ 2,755**	$83	**$ 2,838**
Industrial	$ 3,457	$ 5,550	**$ 9,007**	$270	**$ 9,277**
Office	$ 786	$ 1,969	**$ 2,755**	$83	**$ 2,838**
					fee sum

Table 2
Westside Industrial Specific Plan Fee Nexus Study Update
WISP Plan Area Fee Comparison (2013$)

Land Use	Fee per Acre					Fee per 1,000 Bldg. Sq. Ft.
	Sanitary Sewer	Potable Water	Recycled Water	Storm Drainage	Total	Transportation
Business Park						
Current [1] [2]	$ 1,701	$ 3,450	$ 3,351	$ 12,522	**$ 21,023**	$ 1,478
Proposed	$ 786	$ 1,969	$ 0	$ 0	**$ 2,755**	$ 0.0
Difference	**($ 915)**	**($ 1,480)**	**($ 3,351)**	**($ 12,522)**	**($ 18,268)**	**($ 1,478)**
Community Commercial						
Current [1]	$ 2,382	$ 4,830	$ 4,692	$ 12,522	**$ 24,425**	$ 6,281
Proposed	$ 786	$ 1,969	$ 0	$ 0	**$ 2,755**	$ 0
Difference	**($ 1,596)**	**($ 2,861)**	**($ 4,692)**	**($ 12,522)**	**($ 21,670)**	**($ 6,281)**
Highway Commercial						
Current [1] [3]	$ 2,382	$ 4,830	$ 4,692	$ 12,522	$ 24,425	$ 6,281
Proposed	$ 786	$ 1,969	$ 0	$ 0	**$ 2,755**	$ 0.0
Difference	**($ 1,596)**	**($ 2,861)**	**($ 4,692)**	**($ 12,522)**	**($ 21,670)**	**($ 6,281)**
Industrial						
Current [1]	$ 2,722	$ 5,519	$ 5,361	$ 12,522	**$ 26,125**	$ 724
Proposed	$ 3,457	$ 5,550	$ 0	$ 0	**$ 9,007**	$ 0
Difference	**$ 735**	**$ 31**	**($ 5,361)**	**($ 12,522)**	**($ 17,118)**	**($ 724)**
Office						
Current [1]	$ 1,701	$ 3,450	$ 3,351	$ 12,522	**$ 21,023**	$ 1,478
Proposed	$ 786	$ 1,969	$ 0	$ 0	**$ 2,755**	$ 0
Difference	**($ 915)**	**($ 1,480)**	**($ 3,351)**	**($ 12,522)**	**($ 18,268)**	**($ 1,478)**

comp

[1] Effective through June 30, 2013.
[2] No current business park land use, so office fees are shown for the purposes of comparison.
[3] No current highway commercial land use, so community commercial fees are shown for the purposes of comparison.

per net acre. There are no residential fees shown because the WISP Area does not include any planned residential development. The proposed WISP fees will decrease by approximately $17,000 to $22,000 per net acre, excluding the transportation fee. In addition, the transportation fee per 1,000 building square feet will be eliminated, further reducing the fees by approximately $700 to $6,300 per 1,000 building square feet, depending on the land use.

Report Organization

This report is divided into five chapters and one appendix:

- **Chapter 1** includes this executive summary.
- **Chapter 2** describes the future development and facility needs.
- **Chapter 3** provides the fee calculation for the improvement of facilities.
- **Chapter 4** describes how the fees will be implemented and updated.
- **Chapter 5** provides the nexus findings for the improvement fees.
- **Appendix A** includes figures and detailed tables showing the comparison of the WISP Area sanitary sewer and potable water fees to the fees in nearby jurisdictions.

2. FUTURE DEVELOPMENT AND FACILITY NEEDS

This chapter describes the amount of development projected to occur in the WISP Area and the public facility improvements necessary to provide adequate services to this new development.

Land Use

In total, the WISP Area encompasses 2,632 acres and is located to the west of and adjacent to State Route 99, north of Linwood Avenue, east of North Washington Road, and south of Fulkerth Road. **Map 1** shows the location of the WISP Area. The developable land in the WISP consists of a variety of nonresidential uses.

Table 3 provides a summary of the remaining land still to develop in the WISP. The land use designations and estimated remaining development are based on information provided by the City. The remaining developable land includes land that is undeveloped or considered by the City to be underdeveloped. The land use classifications are more specifically described in the City's General Plan.

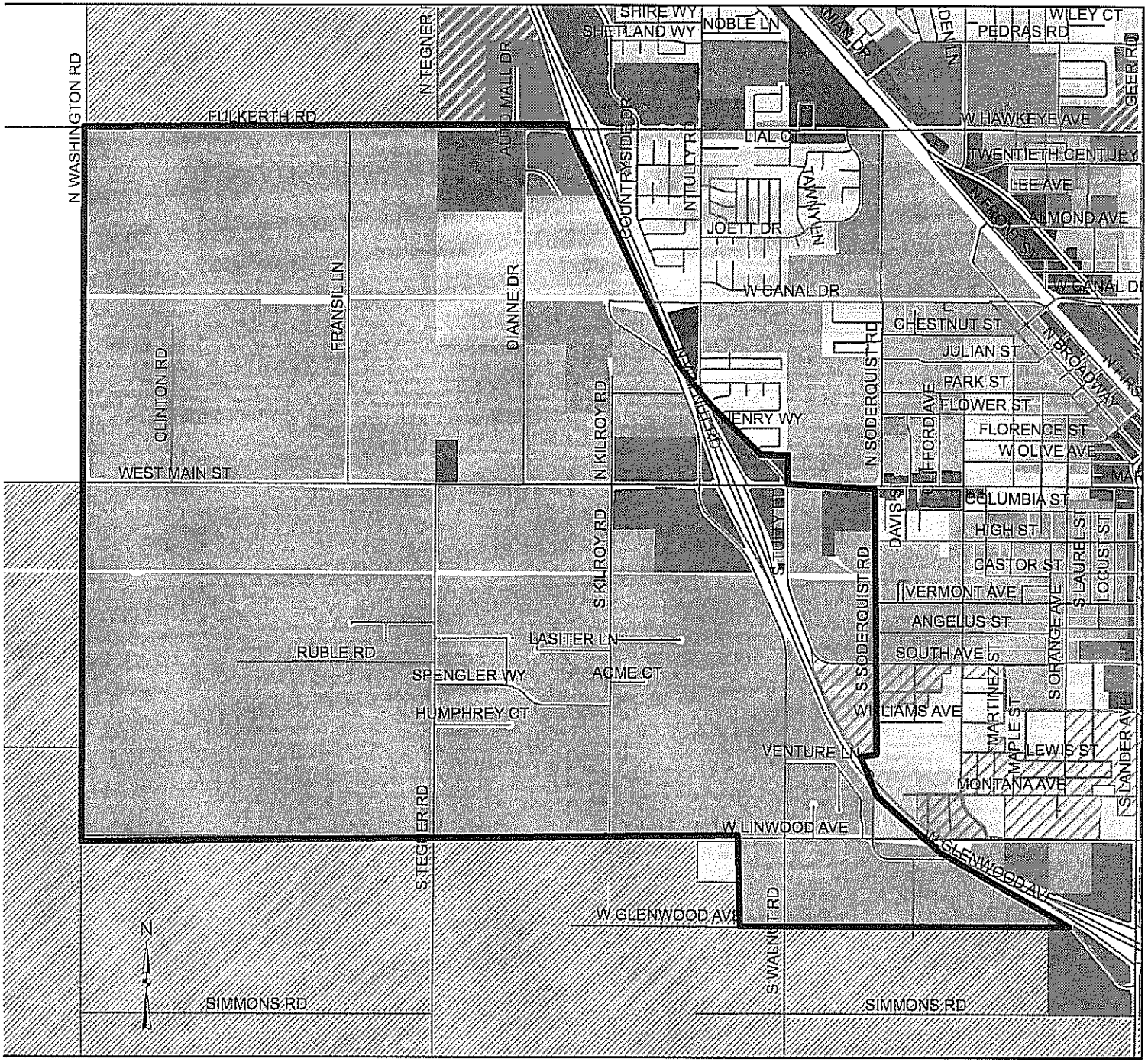
As shown in **Table 3**, there are approximately 1,340 gross developable acres still remaining to develop. Gross developable acres are exclusive of major roadways and lands designated for other public uses, such as storm drain detention basins. These acres are multiplied by a conversion factor of 85 percent to estimate a total of approximately 1,140 net developable acres. Net acres are the acres actually available for development, net of minor roadways and additional lands required for public use, as the land subdivides into developable parcels.

Infrastructure Requirements

To ensure successful development of the WISP Area, infrastructure upgrades are necessary. The WISP Area fee covers the costs of improvements not covered by the existing citywide fee program. The WISP fees currently include funding for transportation, storm drainage, water, and sewer facilities. With this fee update, however, the WISP fee will include funding for potable water and sanitary sewer facilities only. The other facility types will be moved to the citywide fee program.

The City provided cost estimates for the remaining sanitary sewer and potable water infrastructure upgrades to be funded through WISP fees. **Table 4** summarizes these costs. The estimates are reduced by the current sanitary sewer and potable water fee fund balances, which will be used to partially fund the remaining infrastructure. **Table 5** details the sanitary sewer infrastructure requirements and estimated costs, and **Table 6** provides the same information for the potable water improvement.

Map 1
Westside Industrial Specific Plan



WISP Boundary

General Plan Land Use

- Very Low Density Residential
- Low Density Residential
- Low-Medium Density Residential
- Medium Density Residential
- Medium Density Residential/Office
- High Density Residential
- High Density Residential/Office
- Downtown
- Highway Commercial
- Community Commercial
- Community Commercial/Office
- Community Commercial/High Density Residential
- Heavy Commercial
- Office
- Business Park
- Industrial
- Park
- Public
- Urban Reserve

Updated or new Master Plan required prior to development

Future Master Plan Areas

0 0.25 0.5 Miles

This map does not represent legal parcel or lot boundaries; it is intended for zoning and/or general plan edentification purposes only. Please contact the Planning Division before making any investment decisions based on the information shown on this map or on our website. Direct all inquiries to the Planning Division (209) 668-5640.

Table 3
Westside Industrial Specific Plan Fee Nexus Study Update
Land Use Summary

Land Use	Acres	
	Gross Developable	Net Developable
Formula	*a*	*a * 85%*
Business Park	239.0	203.2
Community Commercial	59.1	50.2
Highway Commercial	12.6	10.7
Industrial	920.7	782.6
Office	107.5	91.4
Total	**1,339.1**	**1,138.2**

lu

Source: City of Turlock and EPS

Table 4
Westside Industrial Specific Plan Fee Nexus Study Update
Summary of Backbone Infrastructure Costs (2013 $)

Item	Estimated Costs		
	Sanitary Sewer	Potable Water	**Total**
Total Construction Cost	$ 3,062,282	$ 5,140,780	**$ 8,203,062**
Less Fee Fund Balance	($ 77,305)	($ 96,938)	**($ 174,243)**
Total Cost	**$ 2,984,977**	**$ 5,043,842**	**$ 8,028,819**

cost sum

Table 5 Westside Industrial Specific Plan Fee Nexus Study Update Estimated Sanitary Sewer Facility Costs (2013 $)	Sanitary Sewer
Project	**TOTAL**
Sanitary Sewer Project	
5 15' Gravity in Clinton from W. Main 2100' to north	$ 334,698
13 10" Gravity in Washingtom from W. Main 1400' to south	$ 171,640
19 12" Gravity in Washingtom from Linwood 2800' to north	$ 377,608
20 12" Force Main in Washington from Linwood to W. Main	$ 662,040
21 12' Gravity in future road from Linwood 2800' to north	$ 377,608
22 10" Gravity in Tegner from Linwood 1000' to north	$ 122,600
23 10" Gravity in Kilroy from Linwood 2000' to north	$ 245,200
24 15' Gravity in Linwood from Washington 2600' East	$ 414,388
P5 Proposed Pump Station at Washington and Linwood	$ 356,500
Subtotal Sanitary Sewer Facility Cost	**$ 3,062,282**
Less Fee Fund Balance	**($ 77,305)**
Total Cost	**$ 2,984,977**

s cost sum

Source: City of Turlock

Table 6 Westside Industrial Specific Plan Fee Nexus Study Update Estimated Potable Water Facility Costs (2013 $)		Potable Water
Project		**TOTAL**
Potable Water Project		
8	12" Water Line in Canal from Washington 2600 east	$ 318,760
9	12" Water Line in Canal from Fransil to Diane	$ 318,760
10	12" Water Line in Canal from Diane to Walnut	$ 159,380
15	12" Water Line in Washington from W. Main to Ruble	$ 331,020
17	12" Water in Ruble from Washington to Tegner	$ 662,040
19	12" Water Line in Washington from Ruble to Linwood	$ 331,020
21	12" Water in Tegner from Linwood 1300 feet north	$ 331,020
22	12" Water in Kilroy from Linwood 2000' to north	$ 245,200
23	12" Water in Linwood from Washington to Tegner	$ 662,040
25	12" Water in Linwood from Tegner to Kilroy	$ 331,020
26	12" Water in Linwood from Kilroy to Walnut	$ 331,020
W5	New Potable Well Near Linwood and Washington	$ 1,119,500
Subtotal Potable Water Facility Cost		**$ 5,140,780**
Less Fee Fund Balance		($ 96,938)
Total		**$ 5,043,842**

w cost sum

Source: City of Turlock

Sewer System Improvements

The WISP fees will fund sanitary sewer improvements needed by the WISP Area. The remaining sewer improvements still to be completed include gravity lines, a force main, and one new pump station. The net sanitary sewer facilities cost to be funded by the WISP fee, after deducting the sanitary sewer fee fund balance, totals approximately $3.0 million.

Potable Water Improvements

The WISP fees will fund potable water improvements needed by the WISP Area. The remaining water improvements still to be completed include water lines and a new well. The net potable water facilities cost to be funded by the WISP fee, after deducting the potable water fee fund balance, totals approximately $5.0 million.

3. Cost Allocation and WISP Fees

Introduction

For each facility type, the WISP fees are estimated by allocating the improvement costs (detailed in the previous chapter) to the various land uses, based on each land use's relative demand for the facility type. In addition, the City charges an administration fee to administer the fee program. The WISP fees were summarized in **Table 1** in the first chapter.

The specific steps in allocating the costs and estimating the fees for each facility type are outlined below:

1. Determine the improvement costs benefiting the WISP Area. These costs were detailed in the previous chapter. Subtract the existing fund balances allocated to fund such improvements to estimate the net costs to be funded.

2. Determine the use factor, or level of demand, for each land use.

3. Multiply the use factor by the projected number of remaining net developable acres to derive the facility demand for each land use category. Use these demand estimates to calculate the percentage distribution of total demand across land uses.

4. Allocate the improvement costs to the various land uses based on each land use's percentage of total facility demand.

5. For each land use, divide the allocated cost by the net developable acres to determine the fee per net developable acre.

Sanitary Sewer Cost Allocation

Table 7 details the sanitary sewer cost allocation. Sanitary sewer costs are allocated to the various land uses based on the estimated wastewater treatment flow by land use, expressed in gallons per day (GPD) per acre. The estimated GPD per acre factors were obtained from the Draft City of Turlock Sewer Master Plan Update (2013), currently being prepared. These factors are used to estimate each land use's relative sanitary sewer facility demand. The sanitary sewer costs are allocated to the various land uses based on the demand distribution among the land uses. The fee per net acre for each land use is estimated as the allocated cost divided by the number of acres for that land use.

Potable Water Cost Allocation

Table 8 details the potable water cost allocation. Potable water costs are allocated to the various land uses based on the estimated water demand by land use, expressed in gallons per minute (GPM) per acre. The estimated GPM per acre factors were obtained from the City of Turlock Water Master Plan Update (May 2009). These factors are used to estimate each land use's relative potable water facility demand. The potable water costs are allocated to the

Table 7
Westside Industrial Specific Plan Fee Nexus Study Update
Sanitary Sewer Facilities Cost Allocation (2013 $)

Sanitary Sewer

Land Use	Net Developable Acres [1]	Cost Allocation Basis: GPD Per Acre	Cost Allocation Basis: Total Sewer Demand [2]	Cost Allocation Basis: Distribution of Sewer Demand	Cost Allocation: Assigned Cost	Cost Allocation: per Net Dev. Acre
Formula	*a*	*b*	*c=a*b*	*d*	*e= total cost*d*	*e/a*
Business Park	203.2	750	152,394	5.3%	$ 159,645	$ 786
Community Commercial	50.2	750	37,686	1.3%	$ 39,479	$ 786
Highway Commercial	10.7	750	8,060	0.3%	$ 8,444	$ 786
Industrial	782.6	3,300	2,582,693	90.6%	$ 2,705,586	$ 3,457
Office	91.4	750	68,560	2.4%	$ 71,823	$ 786
Total	**1,138.2**		**2,849,394**	**100.00%**	**$ 2,984,977**	

s alloc

Source: Draft City of Turlock Sewer Master Plan Update (2013), City of Turlock, and EPS

[1] See Table 3.
[2] For purposes of allocating costs among land uses, total sewer demand is estimated using net developable acres. Because the net/gross factor is the same across land uses (85%), the same allocation would result if demand was estimated using gross acres.

Table 8
Westside Industrial Specific Plan Fee Nexus Study Update
Potable Water Facilities Cost Allocation (2013 $)

Potable Water

Land Use	Net Developable Acres [1]	Cost Allocation Basis: GPM Per Acre	GPD Per Acre	Total Water Demand [2]	Distribution of Water Demand	Cost Allocation: Assigned Cost	per Net Dev. Acre
Formula	*a*	*b*	*c=b * 60 min/hr * 24 hr/day*	*d=a*c*	*e*	*f= total cost*e*	*f/a*
Business Park	203.2	1.1	1,584	321,856	7.9%	$ 400,150	$ 1,969
Community Commercial	50.2	1.1	1,584	79,593	2.0%	$ 98,955	$ 1,969
Highway Commercial	10.7	1.1	1,584	17,024	0.4%	$ 21,165	$ 1,969
Industrial	782.6	3.1	4,464	3,493,680	86.1%	$ 4,343,549	$ 5,550
Office	91.4	1.1	1,584	144,800	3.6%	$ 180,023	$ 1,969
Total	**1,138.2**			**4,056,952**	**100.00%**	**$ 5,043,842**	

w alloc

Source: City of Turlock Water Master Plan Update (2009), City of Turlock, and EPS

[1] See Table 3.
[2] For purposes of allocating costs among land uses, total water demand is estimated using net developable acres. Because the net/gross factor is the same across land uses (85%), the same allocation would result if demand was estimated using gross acres.

various land uses based on the water demand distribution among the land uses. The cost per acre for each land use is calculated using the allocated cost divided by the number of acres for that land use.

Administration

In addition to the sanitary sewer and potable water fees, the City charges a fee to administer the WISP fee program. For each land use, the administration fee is calculated as 3 percent of the sum of the sanitary sewer and potable water costs.

4. IMPLEMENTATION AND UPDATE

The proposed updated WISP fees will need to be adopted by City Resolution as enabled by the current City code. The existing City municipal code allows the City Council to adopt, by resolution, a fee schedule consistent with supporting technical analysis and findings provided in this report. The resolution approach to setting the fee allows periodic adjustments of the fee amount that may be necessary over time, without amending the enabling ordinance.

It is anticipated that the City will update the existing Capital Facilities Fee (CFF) Ordinance as part of this study process. The proposed amendment includes a section stating that the specific plan fee programs shall be administered in accordance with the specifications in the updated CFF Ordinance. This updated ordinance addresses the primary implementation and administrative issues and procedures associated with the CFF and the specific plan fees. A brief summary of the key implementation and administrative elements is provided below.

Fee Collection and Amount

Applicable Land Uses

All new development that occurs in the WISP, except as specifically exempted by the CFF Ordinance, shall pay the WISP fee. While the maximum fee amount will be determined by this Nexus Study Update, the City may elect to charge less for a variety of reasons and under certain circumstances, as described in the CFF Ordinance. In any case, the applicable fees will be published in a Fee Schedule made available by the City and updated periodically. The amount will vary by land use, as summarized in **Table 1** of this report.

It is possible that certain projects may not fit neatly into the categories defined in **Table 1**. In cases where such ambiguity exists, the City Engineer and City Manager will need to make a determination as to the applicable fees. The CFF Ordinance articulates guidelines for resolving discrepancies or disputes.

Fee Escalation

The proposed CFF Ordinance allows for an automatic adjustment of the WISP fees to keep pace with inflation adjusted increases in construction cost. This allows the fee level to keep pace with inflation without requiring an annual approval process. This adjustment is based on the San Francisco Construction Cost Index (CCI) published by the Engineering News Record (ENR), a source widely used in the construction industry and by many jurisdictions as a basis for making annual inflation adjustments to their development impact fees. ENR's San Francisco CCI has been published consistently every month since 1967. As such, it is one of the most reliable and consistent indices that track trends in construction costs.

Timing and Manner of Payment

The proposed CFF Ordinance addresses issues related to the timing and manner of payment for the WISP fee including the potential for fee deferrals, payment plans, credits and reimbursements, exemptions, and related adjustments.

Annual Review, Accounting, and Updates

Annual Review

This report and the technical information it contains should be maintained and reviewed periodically by the City as necessary to ensure the accuracy of the WISP fee estimate and to enable the adequate programming of funding sources. To the extent that improvement requirements, costs, or development potential changes over time, the WISP fee program will need to be updated. Specifically, AB 1600 (at Gov. C. §§ 66001(c), 66006(b)(1)) stipulates that each local agency that requires payment of a fee make specific information available to the public annually within 180 days of the last day of the fiscal year, including this information:

- A description of the type of fee in the account.
- The amount of the fee.
- The beginning and ending balance of the fund.
- The amount of fees collected and interest earned.
- Identification of the improvements constructed.
- The total cost of the improvements constructed.
- The fees expended to construct the improvement.
- The percent of total costs funded by the fee.

If sufficient fees have been collected to fund the construction of an improvement, the agency must specify the approximate date for construction of that improvement. Because of the dynamic nature of growth and infrastructure requirements, the City should monitor development activity, the need for infrastructure improvements, and the adequacy of the fee revenues and other available funding. Formal annual review of the WISP fee program should occur, at which time necessary adjustments should be made to the fee program. The fee program includes an administrative component that funds the costs associated with this monitoring and updating effort.

Surplus Funds

AB 1600 also requires that if any portion of a fee remains unexpended or uncommitted in an account for five years or more after deposit of the fee, the City Council shall make findings once each year: (1) to identify the purpose to which the fee is to be put, (2) to demonstrate a reasonable relationship between the fee and the purpose for which it was charged, (3) to identify all sources and amounts of funding anticipated to complete financing of incomplete improvements, and (4) to designate the approximate dates on which the funding identified in (3) is expected to be deposited into the appropriate fund.

If adequate funding has been collected for a certain improvement, an approximate date must be specified as to when construction on the improvement will begin. If the findings show no need for the unspent funds or if the conditions discussed above are not met, and the administrative costs of the refund do not exceed the refund itself, the local agency that has collected the funds must refund them.

Internal Loaning of Funds

Loans between the WISP fee funds may be used from time to time to facilitate the construction of WISP facilities and assure adequate cash flow. Any such loan shall be made in accordance with

applicable law, as interpreted by the City Attorney of the City of Turlock, and all funds shall be placed in separate accounts on either a facility or geographic basis. The additional following requirements are also placed on loans between WISP fee funds:

1. Funds may be transferred between accounts to expedite the construction of critical projects and facilities.
2. A mechanism to repay accounts shall be established.
3. Interest charged on each loan shall be based upon the Local agency Investment Fund rate in effect at the time of the loan and shall be deposited into the account providing the loan.
4. Inter-fund loan repayments shall take precedence over reimbursements to developers.

Five-Year Update

Fees will be collected from new development within the City immediately; however, use of these funds may need to wait until a sufficient fund balance can be accrued. Per Government Code Section 66006, the City is required to deposit, invest, account for, and expend the fees in a prescribed manner. The fifth fiscal year following the first deposit into the fee account or fund, and every five years thereafter, the City is required to make all of the following findings with respect to that portion of the account or fund remaining unexpended:

- Identify the purpose for which the fee is to be put.
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements.
- Designate the approximate dates that the funding referred to in the above paragraph is expected to be deposited in the appropriate account or fund.

Once sufficient funds have been collected to complete the specified projects, the City must commence construction within 180 days. If it fails to do this, the City is required to refund the unexpended portion of the fee and any accrued interest to the then current owners.

Supplemental Funding

Although the WISP fees are intended to fully fund the identified WISP facilities, it is possible that the City may use supplemental funds for future facilities. Supplemental funding may include but is not limited to the following sources:

- **General Fund Revenues.** In any given year, the City could allocate a portion of its General Fund revenues for discretionary expenditures. Depending on the revenues generated relative to costs and City priorities, the City may allocate General Fund revenues to fund WISP facilities costs not covered by the WISP fee program or other funding sources.
- **Assessments and Special Taxes.** The City could fund a portion of facilities costs using assessments and special taxes. For example, the establishment of a Mello-Roos Community

Facilities District would allow the City to levy a special tax to pay debt service on bonds sold to fund construction of capital facilities or to directly fund capital facilities.

- **State or Federal Funds.** The City might seek and obtain grants of matching funds from State and Federal sources to help offset the costs of required facilities and improvements. As part of its funding effort, the City should research and monitor these outside revenue sources and apply for funds as appropriate.

It should be noted that during the past few decades, there has been an increasing shift of infrastructure financing responsibilities from State and federal government to the local level. This shift, combined with the effects of the Great Recession (i.e., reduced property values), has left cities with very limited resources, and competition for General Fund revenues is high. Additionally, many grant programs that once funded major highway improvements and water and sewer infrastructure improvements were long ago abandoned. As the economy improves, assessments and special districts, which require voter approval may become more feasible, but at this time, development impact fees are one of the few funding sources that Turlock's City Council can control.

5. AB 1600 Nexus Findings

Authority

This report has been prepared to update development impact fees for the WISP Area in the City in accordance with the procedural guidelines established in AB 1600, which are codified in California Government Code Section 66000 et. seq. These code sections set forth the procedural requirements for establishing and collecting development impact fees. These procedures require that "a reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition."[1]

Specifically, each local agency imposing a fee must perform the following tasks:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Demonstrate a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

Purpose of Fees

New development in the WISP Area will increase the demand for sanitary sewer and potable water facilities. Funding by the WISP fees will provide for these needed infrastructure improvements. The sanitary sewer and potable water improvements are described in more detail in **Chapter 2**.

Use of Fees

WISP Area fees from new development will be used to fund the following improvements:

- **Sanitary Sewer Improvements**—WISP fees will fund new sanitary sewer infrastructure needed to convey sewage from planned new development into the citywide sewer system. Required new sanitary sewer facilities include a series of sewer lines and a new pump station.
- **Potable Water Improvements**—WISP fees will fund potable water facilities needed to accommodate increased water usage by new development. Required new water facilities include a well and a series of water lines throughout the WISP Area.

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[1] *Public Needs & Private Dollars*; William Abbott, Marian E. Moe, and Marilee Hanson, page 109.

Relationship between Use of Fees and Type of Development

The WISP fee will fund sanitary sewer and potable water facilities needed to serve new development in the WISP Area, as summarized below:

- **Sanitary Sewer Improvements**—New nonresidential development will create sewer flow in the WISP Area. Additional gravity trunk lines will create capacity for the sewage system to accommodate the demands of future development.
- **Potable Water Improvements**—New nonresidential development will create demand for additional potable water in the WISP Area. Construction of an additional well and a series of water lines in the WISP Area will create capacity for the water system to accommodate the demands of future development.

Relationship between Need for Facility and Type of Project

- **Sanitary Sewer Improvements**—The City has capacity available in the out-of-area sewer collection system and the recently expanded wastewater treatment plant to support development in the WISP Area. For development to occur in the WISP Area, new sewer lines are necessary to connect to the existing collection system. The relatively flat topography of the area requires facilities to pump sewage generated from new development into the existing gravity sewer collection system; thus, a pump station also will be needed.
- **Potable Water Improvements**—Potable water improvements are necessary to maintain the existing level of water capacity to serve new development in the WISP Area. An additional water well and water lines in the WISP Area are needed so existing water resources will not be negatively impacted by new development.

Relationship between Amount of Fees and Cost of or Portion of Facility Attributed to Development on which Fee is Imposed

All costs of the local WISP Area infrastructure improvements are allocated to new development in the WISP Area, which will receive benefits from WISP Area infrastructure. As a result, development impact fees will support all costs associated with these infrastructure improvements. The infrastructure costs are allocated to the land uses based on each land use's relative demand for the improvements, as described below:

- **Sanitary Sewer Improvements**—Costs are allocated to the land uses based on each land use's estimated demand for sanitary sewer facilities, as measured by wastewater treatment flow factors by land use, expressed in GPD per acre. The cost allocation is the basis for the fee estimates by land use.

- **Potable Water Improvements**—Costs are allocated to the land uses based on each land use's estimated demand for potable water facilities, as measured by water demand by land use factors, expressed in GPM per acre. The cost allocation is the basis for the fee estimates by land use.

APPENDIX A:

Infrastructure Cost Burden Comparison

Table A-1 Sewer Development Impact Fee Comparison—Single-Family Development A-2

Table A-2 Sewer Development Impact Fee Comparison—Retail Development A-3

Table A-3 Sewer Development Impact Fee Comparison—Industrial Development A-4

Table A-4 Water Development Impact Fee Comparison—Single-Family Development A-5

Table A-5 Water Development Impact Fee Comparison—Retail Development A-6

Table A-6 Water Development Impact Fee Comparison—Industrial Development A-7

APPENDIX A: SUMMARY

This appendix contains sanitary sewer and potable water development impact fee comparison tables and charts to compare the NWTSP proposed sewer and water development impact fees to the same fees in neighboring cities. For both sewer and water fees, separate single family, retail, and industrial comparisons are included.

The two Turlock specific plan areas included in the comparisons pay both city and plan area fees, whereas new development in the comparison cities pays only city fees. Some cities, however, (such as Manteca and Merced) have different fees for development in different areas of the city.

The following common assumptions were made for each land use:

- **Single-Family**
  Fees calculated per dwelling unit
  Sewer Meter Size: 5/8 inch
  Water Meter Size: 5/8 inch

- **Retail**
  Fees calculated per acre
  Project Size: 10 acres
  Floor to Area Ratio (FAR): 0.25
  Sewer Meters per Project: 1
  Sewer Meter Size: 2 inch
  Water Meters per Project: 2
  Water Meter Size: 2 inch

- **Industrial**
  Fees calculated per acre
  Project Size: 20 acres
  Floor to Area Ratio (FAR): 0.40
  Sewer Meters per Project: 1
  Sewer Meter Size: 2 inch
  Water Meters per Project: 2
  Water Meter Size: 2 inch

Table A-1
Westside Industrial Specific Plan Fee Nexus Study Update
Sewer Development Impact Fee Comparison - Single-Family Development

	Fee per Dwelling Unit by Jurisdiction (2013 $)							
Land Use Category	Ceres	Merced - North of Bear Creek	Merced - South of Bear Creek	Modesto	Manteca - Zone 22	Manteca - Zone 24	Atwater	Turlock - NWTSP [1]
Plan Area Fees	NA	NA	NA	NA	NA	NA	NA	$24
City Fees	$2,063	$6,036	$5,875	$4,906	$7,678	$7,270	$4,067	$4,138
Total Fees	**$2,063**	**$6,036**	**$5,875**	**$4,906**	**$7,678**	**$7,270**	**$4,067**	**$4,161**

SS

Sources: Cities of Ceres, Lodi, Merced, Modesto, Manteca, Atwater, & Turlock; and Economic & Planning Systems, Inc.

[1] Turlock plan area fees include a 3% administrative fee.

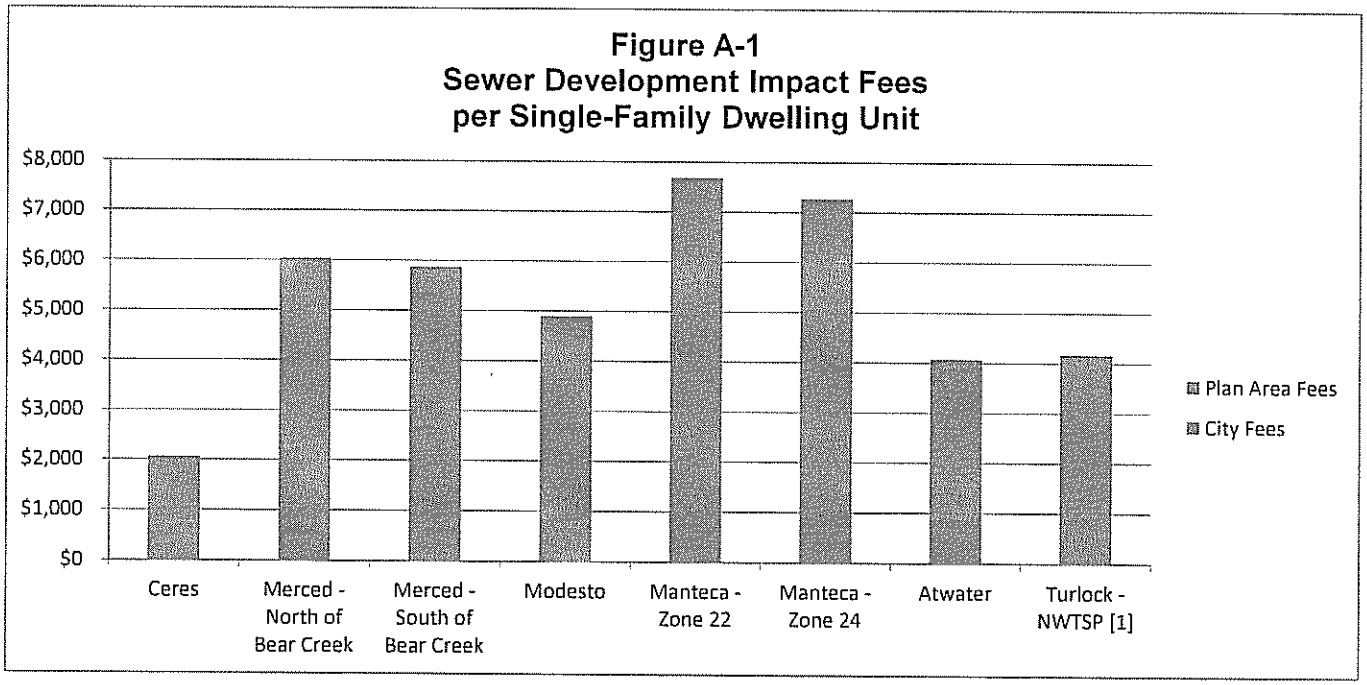


Table A-2
Westside Industrial Specific Plan Fee Nexus Study Update
Sewer Development Impact Fee Comparison - Retail Development

Land Use Category	Fee per Acre by Jurisdiction (2013 $)								
	Ceres	Merced - North of Bear Creek	Merced - South of Bear Creek	Modesto	Manteca - Zone 22	Manteca - Zone 24	Atwater	Turlock - NWTSP [1]	Turlock - WISP [1]
Plan Area Fees	NA	NA	NA	NA	NA	NA	NA	$76	$809
City Fees	$4,190	$48,014	$46,936	$9,257	$39,613	$36,745	$17,163	$15,691	$15,691
Total Fees	**$4,190**	**$48,014**	**$46,936**	**$9,257**	**$39,613**	**$36,745**	**$17,163**	**$15,768**	**$16,501**

SR

Sources: Cities of Ceres, Lodi, Merced, Modesto, Manteca, Atwater, & Turlock; and Economic & Planning Systems, Inc.

[1] Turlock plan area fees include a 3% administrative fee.

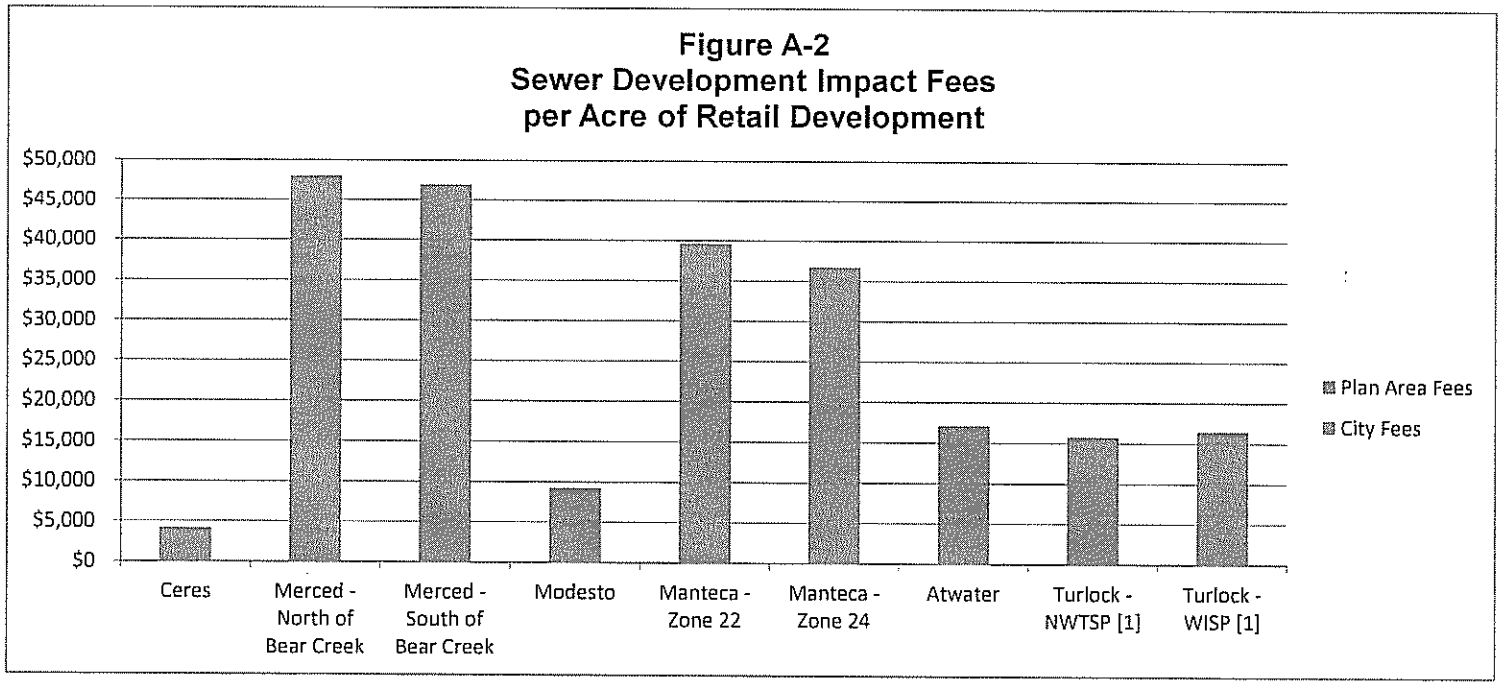


Table A-3
Westside Industrial Specific Plan Fee Nexus Study Update
Sewer Development Impact Fee Comparison - Industrial Development

Land Use Category	Fee per Acre by Jurisdiction (2013 $)							
	Ceres	Merced - North of Bear Creek	Merced - South of Bear Creek	Modesto	Manteca - Zone 22	Manteca - Zone 24	Turlock - NWTSP [1]	Turlock - WISP [1]
Plan Area Fees	NA	NA	NA	NA	NA	NA	$76	$3,561
City Fees	$12,115	$53,875	$52,655	$8,886	$39,613	$36,745	$15,455	$15,455
Total Fees	**$12,115**	**$53,875**	**$52,655**	**$8,886**	**$39,613**	**$36,745**	**$15,531**	**$19,015**

SI

Sources: Cities of Ceres, Lodi, Merced, Modesto, Manteca, Atwater, & Turlock; and Economic & Planning Systems, Inc.

[1] Turlock plan area fees include a 3% administrative fee.

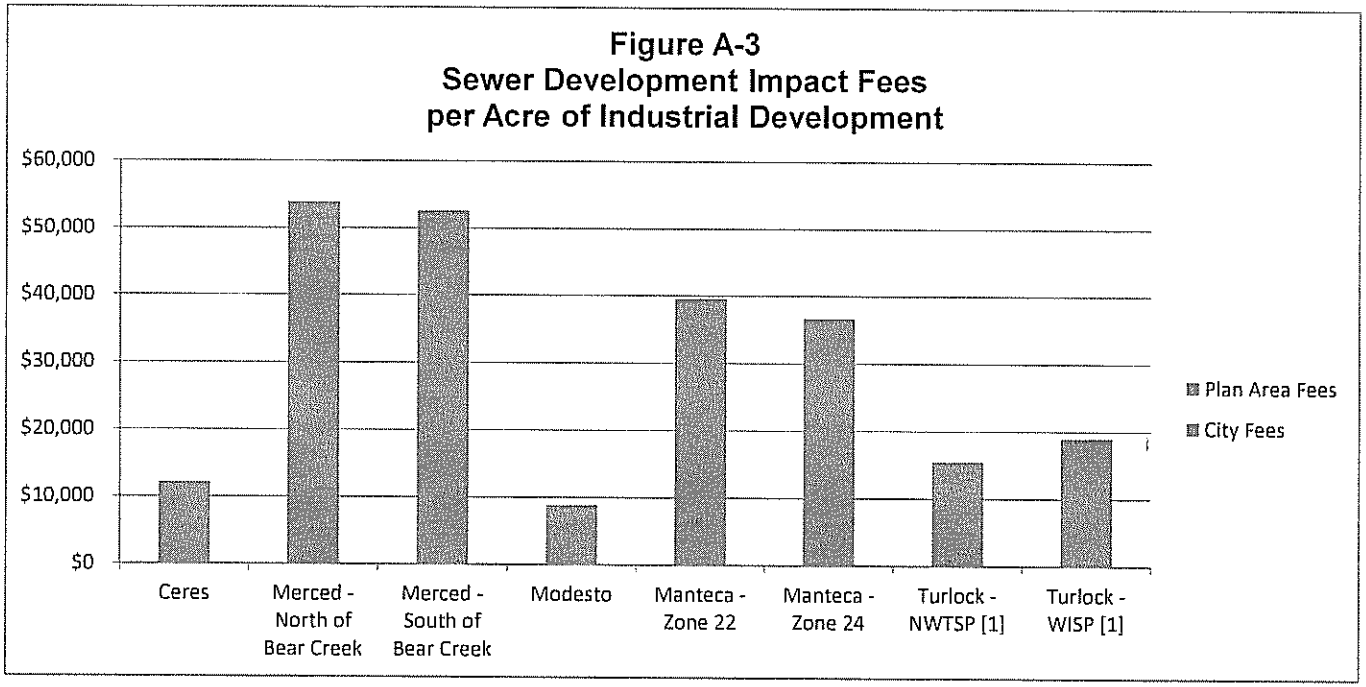


Table A-4
Westside Industrial Specific Plan Fee Nexus Study Update
Water Development Impact Fee Comparison - Single-Family Development

Land Use Category	Fee per Dwelling Unit by Jurisdiction (2013 $)					
	Ceres	Merced	Modesto	Manteca	Atwater	Turlock - NWTSP [1]
Plan Area Fees	NA	NA	NA	NA	NA	$1,053
City Fees	$5,086	$4,879	$2,175	$6,867	$3,089	$4,976
Total Fees	**$5,086**	**$4,879**	**$2,175**	**$6,867**	**$3,089**	**$6,029**

WS

Sources: Cities of Ceres, Lodi, Merced, Modesto, Manteca, Atwater, & Turlock; and Economic & Planning

[1] Turlock plan area fees include a 3% administrative fee.

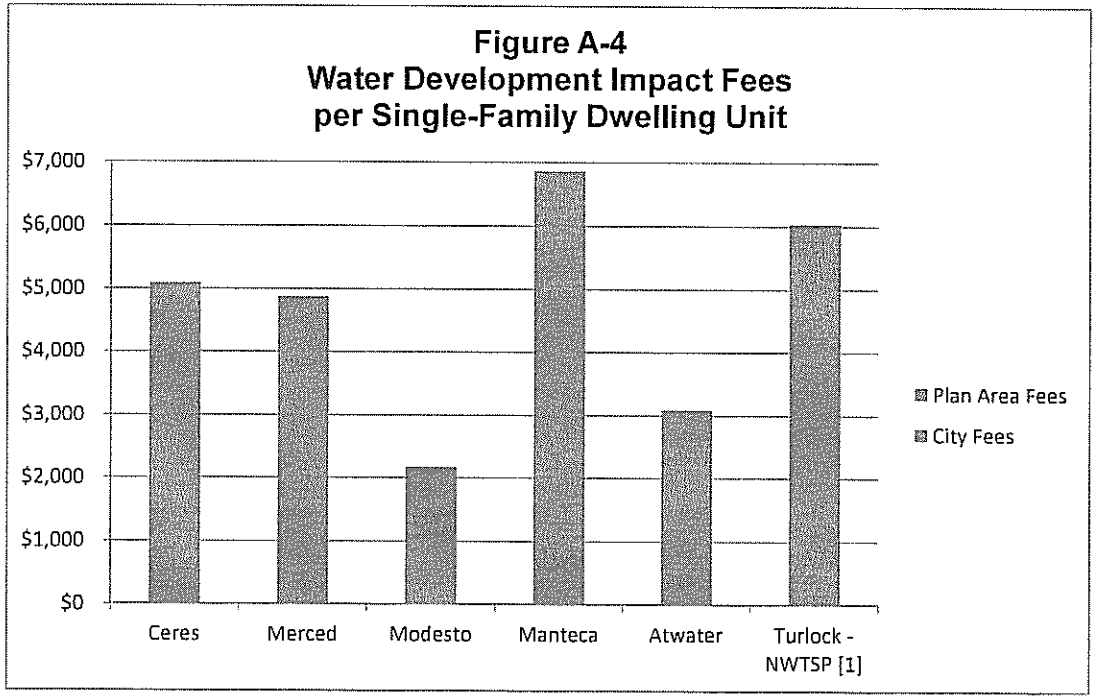


Table A-5
Westside Industrial Specific Plan Fee Nexus Study Update
Water Development Impact Fee Comparison - Retail Development

Land Use Category	Fee per Acre by Jurisdiction (2013 $)						
	Ceres	Merced	Modesto	Manteca	Atwater	Turlock - NWTSP [1]	Turlock - WISP [1]
Plan Area Fees	NA	NA	NA	NA	NA	$2,516	$2,028
City Fees	$6,329	$3,123	$3,479	$7,320	$1,507	$2,931	$2,931
Total Fees	**$6,329**	**$3,123**	**$3,479**	**$7,320**	**$1,507**	**$5,448**	**$4,960**

WR

Sources: Cities of Ceres, Lodi, Merced, Modesto, Manteca, Atwater, & Turlock; and Economic & Planning Systems, Inc.

[1] Turlock plan area fees include a 3% administrative fee.

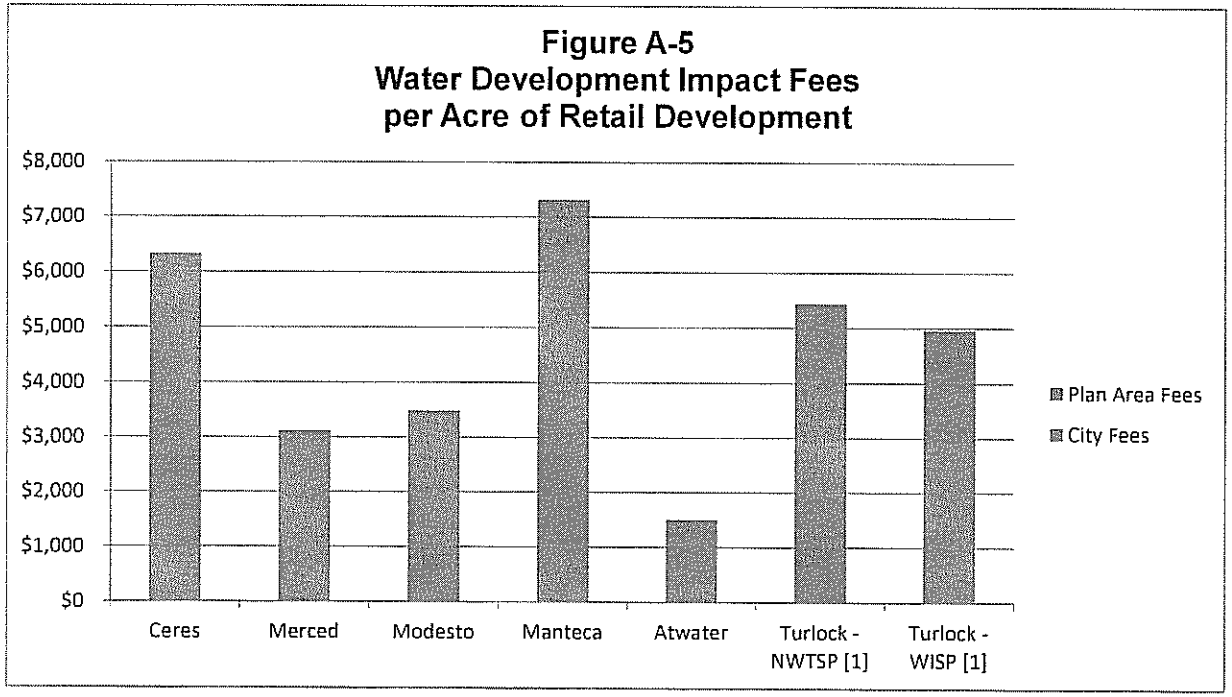


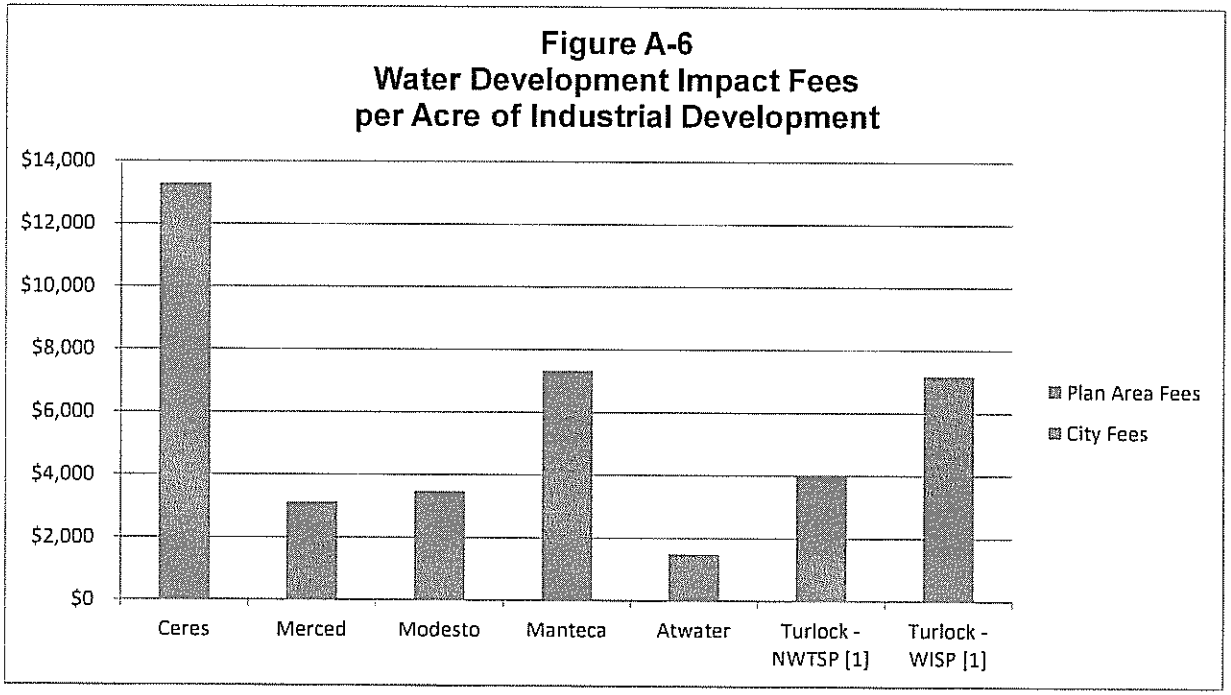
Table A-6
Westside Industrial Specific Plan Fee Nexus Study Update
Water Development Impact Fee Comparison - Industrial Development

Land Use Category	Fee per Acre by Jurisdiction (2013 $)						
	Ceres	Merced	Modesto	Manteca	Atwater	Turlock - NWTSP [1]	Turlock - WISP [1]
Plan Area Fees	NA	NA	NA	NA	NA	$2,516	$5,716
City Fees	$13,292	$3,123	$3,479	$7,320	$1,507	$1,466	$1,466
Total Fees	**$13,292**	**$3,123**	**$3,479**	**$7,320**	**$1,507**	**$3,982**	**$7,182**

WI

Sources: Cities of Ceres, Lodi, Merced, Modesto, Manteca, Atwater, & Turlock; and Economic & Planning Systems, Inc.

[1] Turlock plan area fees include a 3% administrative fee.



7D

Council Synopsis

November 12, 2013

From: Michael G. Pitcock, PE, Director of Development Services

Prepared and: Presented by: Debra A. Whitmore, Deputy Director of Development Services/ Planning

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a Resolution of Intention to initiate any and all proceedings to study and amend, if appropriate, Turlock Municipal Code Section 9-2-125 regarding Mobile Food Facilities

Ordinance: Adopting, as an urgency measure, an Interim Ordinance prohibiting the establishment of Mobile Food Facilities in the Downtown Core Zoning District of the City of Turlock for a period of forty-five (45) days, pursuant to California Government Code §65858

2. DISCUSSION OF ISSUE:

The City of Turlock received a letter from the Turlock Downtown Property Owners Association requesting that the City study the mobile food facilities regulations contained in TMC 9-2-125 and its application in the Downtown Core zoning district. The TMC 9-5-112(c) states that amendments to the Zoning Ordinance may be initiated by adoption of a resolution of intention by either the City Council or the Planning Commission.

The purpose of this item is two-fold. First, to ask the City Council to adopt a resolution of intention to amend the regulations related to mobile food facilities specifically as it relates to the Downtown Core overlay zoning district. Second, to request a moratorium on the issuance of mobile food facility permits in the Downtown Core overlay zoning district until the Planning Commission can study and formulate a recommendation to the City Council.

The resolution of intention to amend the Zoning Ordinance is also being submitted to the Planning Commission that meets on November 7. The results of their action will be reported to the City Council at the meeting.

3. BASIS FOR RECOMMENDATION:

A. The community has concerns that the continued issuance of mobile food facility permits in the Downtown Core conflicts with the goals of the Downtown Zoning Regulations and Design Guidelines which are:

- To ensure the current and future success of the Downtown by preserving and enhancing its unique historic character and to encourage future development that is compatible with the overall feel of Downtown.

- To protect and enhance the pedestrian environment and accessibility in and around the Downtown Core Area.

- To conserve the traditional character of the immediate surrounding residential neighborhoods while guiding future development for use and reinvestment through alternative uses.

- To promote renovation of historic buildings in Downtown and promote new investment and construction.

B. The Strategic Plan includes actions to establish a new CFF to mitigate the public service impacts of new development:

Strategic Plan Initiative C. **ECONOMIC DEVELOPMENT**

Goal(s): m. Explore value–added opportunities and ensure a balanced community between restaurants, entertainment, housing, business, and special events:

i) Turlock Regional Industrial Park
ii) Downtown
iii) Convention and Visitor's Bureau
iv) Business and Recruitment

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Preparation of the ordinance amendment will have an impact on staff resources; however, staff is already in the process of comprehensively updating the City's Zoning Ordinance and this effort can be incorporated into that effort.

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

The urgency ordinance to impose a moratorium on the issuance of mobile food facilities permits in the Downtown Core zoning district is exempt for review under the California Environmental Quality Act (CEQA) as it is not a project, and / or it is a planning study, and / or it will not result in a direct or reasonably foreseeable indirect physical change in the environment, and / or the Ordinance has no potential for resulting in a change in the physical environment either directly or indirectly, pursuant to 14 CCR §15060(c)(2) and (3), 15061(b)(3), 15262 and 15378.

7. ALTERNATIVES:

1. The City Council may choose not to adopt the urgency ordinance and may instead adopt a resolution of intention to amend the Zoning Ordinance.

2. The City Council may choose not to adopt the urgency ordinance and the resolution of intention to amend the Zoning Ordinance.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A RESOLUTION OF INTENTION TO INITIATE ANY AND ALL PROCEEDINGS TO STUDY AND AMEND, IF APPROPRIATE, TURLOCK MUNICIPAL CODE SECTION 9-2-125 REGARDING MOBILE FOOD FACILITIES	**RESOLUTION NO. 2013-**

WHEREAS, the City of Turlock received a request from an interested person to study the Mobile Food Facilities regulations contained in Turlock Municipal Code Section 9-2-125 and its application in the Downtown Core zoning district; and

WHEREAS, Turlock Municipal Code §9-5-112 states that amendments to the Zoning Ordinance may be initiated by a resolution of intention of the City Council or the Planning Commission; and

WHEREAS, the request to study the zoning proposal regarding regulations contained in Turlock Municipal Code §9-2-125 was submitted to the Planning Commission for consideration at their regular meeting scheduled on November 7, 2013; and

WHEREAS, the request to study the zoning proposal regulations contained in Turlock Municipal Code §9-1-125 may also be considered separately and independently by the Turlock City Council; and

WHEREAS, the Turlock City Council intends to have staff and/or the Planning Commission study and initiate, if appropriate, amendments to Turlock Municipal Code §9-2-125 regarding Mobile Food Facilities; and

WHEREAS, it may take several months for the staff and/or Turlock Planning Commission to initiate and review the studies they deem necessary and appropriate to make a recommendation to the City Council regarding the approval of any new regulations and/or amendments to any existing regulations related to Mobile Food Facilities within the Downtown Core zoning district and develop a proposal for consideration by the Turlock City Council.

NOW, THEREFORE BE IT RESOLVED, that, pursuant to Turlock Municipal Code §9-5-112, the City Council of the City of Turlock does hereby adopt this Resolution of Intention to study and initiate, if appropriate, any and all proceedings to study and, if appropriate, initiate amendments to Turlock Municipal Code §9-2-125 regarding Mobile Food Facilities; and

BE IT FURTHER RESOLVED, that, the City Council of the City of Turlock does hereby direct staff and/or the Planning Commission to initiate and review the studies

they deem necessary and appropriate to make a recommendation to the City Council regarding the approval of any new regulations and/or amendments to any existing regulations related to Mobile Food Facilities within the Downtown Core zoning district and develop a proposal for consideration by the Turlock City Council.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING, AS AN URGENCY MEASURE, AN INTERIM ORDINANCE PROHIBITING THE ESTABLISHMENT OF MOBILE FOOD FACILITIES IN THE DOWNTOWN CORE ZONING DISTRICT OF THE CITY OF TURLOCK FOR A PERIOD OF FORTY-FIVE (45) DAYS, PURSUANT TO CALIFORNIA GOVERNMENT CODE §65858	**ORDINANCE NO.**

WHEREAS, the City of Turlock received a request from an interested person to study the Mobile Food Facilities regulations contained in Turlock Municipal Code Section 9-2-125 and its application in the Downtown Core Zoning District; and

WHEREAS, State law regulates mobile facilities, including mobile food trucks, within the State but allows local government to adopt by resolution or ordinance local time, place and manner restrictions in order to protect the public's safety; and

WHEREAS, Turlock Municipal Code §9-5-112 states that amendments to the Zoning Ordinance may be initiated by a resolution of intention of the City Council or the Planning Commission; and

WHEREAS, the request to study the zoning proposal regarding regulations contained in Turlock Municipal Code §9-2-125 was adopted by the Planning Commission at their regular meeting scheduled on November 7, 2013; and

WHEREAS, the request to study the zoning proposal regulations contained in Turlock Municipal Code §9-1-125 may also be considered separately and independently by the Turlock City Council; and

WHEREAS, the Turlock City Council intends to have staff and/or the Planning Commission study and initiate, if appropriate, amendments to Turlock Municipal Code §9-2-125 regarding Mobile Food Facilities; and

WHEREAS, it may take several months for the staff and/or Turlock Planning Commission to initiate and review the studies they deem necessary and appropriate to make a recommendation to the City Council regarding the approval of any new regulations and/or amendments to any existing regulations related to Mobile Food Facilities within the Downtown Core Zoning District and develop a proposal for consideration by the Turlock City Council; and

WHEREAS, the City Council desires to address the potential conflict between the Turlock Municipal Code and community concerns regarding the establishment of Mobile Food Facilities in the Downtown Core Zoning District and it is necessary for the City of Turlock to study the potential impact that such facilities have on the goals, objectives, and standards established in the Downtown Zoning Regulations and Design Guidelines; and

WHEREAS, the City Council has determined that it is necessary to adopt a temporary moratorium on land use, building permit, business license, and any and all other City approvals to operate Mobile Food Facilities in the Downtown Core Zoning District, in order to provide sufficient time for staff and/or the Planning Commission to analyze, prepare and present to the City Council proposed regulations related to Mobile Food Facilities in the Downtown Core Zoning District; and

WHEREAS, the City Council finds and declares that the temporary moratorium established by this interim Ordinance is being imposed for the minimum time necessary for staff and/or the Planning Commission to complete its analysis and provide its recommendation; and

WHEREAS, an urgency ordinance to impose a moratorium on the issuance of Mobile Food Facilities permits in the Downtown Core Zoning District is exempt from review under the California Environmental Quality Act (CEQA) as it is not a project, and/or it is a planning study, and / or it will not result in a direct or reasonably foreseeable indirect physical change in the environment, and / or the Ordinance has no potential for resulting in a change in the physical environment either directly or indirectly, pursuant to 14 CCR §15060(c)(2) and (3), 15061(b)(3), 15262 and 15378.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. FINDINGS: The City Council of the City of Turlock finds and determines as follows:

A. The City finds and determines the foregoing recitals to be true and correct and hereby makes them part of this Ordinance.

B. The City Council finds that it may be necessary to modify Turlock Municipal Code §9-2-125 (Mobile Food Facilities) in the Downtown Core Zoning District.

C. The City Council finds that granting land use, building permits, business license, and any and all other City approvals to operate Mobile Food Facilities in the Downtown Core Zoning District could result in an adverse visual impact to permanent businesses and thus poses a current and immediate threat to public health, safety and welfare. In addition, the City Council finds that allowing the establishment and operation of Mobile Food Facilities in the Downtown Core

Zoning District while the City studies its zoning ordinance poses a current and immediate threat to the public health, safety, and welfare.

D. The adoption of an urgency ordinance to impose a moratorium on the issuance of Mobile Food Facilities permits in the Downtown Core Zoning District is exempt for review under the California Environmental Quality Act (CEQA) as it is not a project, and/or it is a planning study, and/or it will not result in a direct or reasonably foreseeable indirect physical change in the environment, and/or the Ordinance has no potential for resulting in a change in the physical environment either directly or indirectly, pursuant to 14 CCR §15060(c)(2) and (3), 15061(b)(3), 15262 and 15378.

E. The City Council directs all studies be pursued as expeditiously as possible. Failure to adopt this urgency ordinance may create conflicts with or frustrate potential updates and revisions to the City's Zoning Ordinance and/or Municipal Code.

F. The City Council finds that this is a matter of citywide importance and is not directed towards any particular parcel of property or Mobile Food Facility operator.

SECTION 2. APPLICABILITY. Notwithstanding any provision of the Turlock Municipal Code, this Ordinance shall apply to all land use, building permit, business license and any and all other City applications and/or any and all other licenses or permits submitted to the City after the effective date of this Ordinance for the operation of Mobile Food Facilities within the Downtown Core Zoning District.

SECTION 3. IMPOSITION OF TEMPORARY MORATORIUM:

A. Based on the findings in this Ordinance including the referenced staff report and attachments, the City Council imposes a temporary moratorium, pursuant to California Government Code §65858, prohibiting approval or issuance of any land use permit, building permit, business license and/or any and all other City permits, licenses, or approvals in the Downtown Core Zoning District, for the operation of Mobile Food Facilities as defined in Turlock Municipal Code §9-2-125 (Mobile Food Facilities).

B. This urgency ordinance shall be effective immediately upon adoption by at least a four-fifths (4/5) vote of the City Council and the temporary moratorium and interim Ordinance shall remain in effect for a period of forty-five (45) days, unless extended in accordance with California Government Code §65858 or permanent regulations are adopted to address the public health, safety, and welfare issues related to Mobile Food Facilities in the Downtown Core Zoning District.

C. This Ordinance is an Interim Ordinance adopted as an urgency measure pursuant to California Government Code §65858, and is for the immediate

preservation of the public safety, health, and welfare. The facts constituting the urgency include, but are not limited to: The establishment of Mobile Food Facilities in the Downtown Core Zoning District could have an immediate adverse visual impact on permanent businesses in the Downtown Core Zoning District, and may conflict with the goals, policies, and programs established in the Turlock Downtown Zoning Regulations and Design Guidelines.

SECTION 4. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this Ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this Ordinance. The Turlock City Council hereby declares that they would have passed this Ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 5. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this Ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 12th day of November, 2013.

_____
JOHN S. LAZAR, Mayor

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

8A

Council Synopsis

November 12, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting the final report and Pavement Management Program Update as completed by Nichols Consulting Engineers as part of City Project No. 13-30, "Pavement Management Program Update"

2. DISCUSSION OF ISSUE:

The Stanislaus Council of Governments (StanCOG), with the support of the local agencies in the region, successfully pursued and obtained federal funding for a comprehensive analysis of pavement conditions for all roadways within the region for Fiscal Year 2012/13. The goal of this project was to accurately assess roadway conditions, prepare reports on these conditions through a Pavement Condition Index (PCI), and empower local agencies to use this data in planning, designing, and maintaining their transportation network. This data is also very important for requesting certain state and federal grants.

In September 2012, StanCOG released a Request for Qualifications (RFQ) to solicit proposals from qualified consultants to analyze and report on pavement conditions. On October 11, 2012, staff members from various local agencies were invited to participate as a member of a scoring committee tasked with scoring the submitted proposals. The subcommittee unanimously selected Nichols Consulting Engineers (NCE), who has previously completed work in the region with StanCOG and had a reputation for excellence for projects of this nature.

In November 2012, the City was informed by StanCOG that while the primary scope of work was for the consultant to survey federal-aid roadways, as listed on the California Road Systems Map, local agencies could request NCE to conduct surveys of local roads too, provided that the local agency paid for the costs associated with this increased scope. NCE agreed to provide these services to the City for an additional cost of $31,042, which the City agreed to pay.

On October 11, 2013, Staff received a copy of the final report, a copy of which can be viewed at the office of the City Clerk, as well as electronic access to the web-based application StreetSaver, which holds all of the data collected by NCE and allows Staff to review, analyze and update data to reflect changing field conditions.

Staff recommends the acceptance of the final report as presented by Ms. Margot Yapp, P.E., of Nichols Consulting Engineers, Inc.

3. BASIS FOR RECOMMENDATION:

A. This report, and the associated database application, will be very beneficial in determining the type and frequency of surface treatment for each street in the City, allowing the City the maximize the effectiveness of each dollar.

B. All of the work under this project has already been completed, based on the previous direction of the Council.

C. Some federal and state grants require local agencies to have conducted a pavement survey as condition of funding.

Strategic Plan Initiative Goal(s): D. MUNICIPAL INFRASTRUCTURE

a Identify avenues to address current deficiencies in:
   i. County islands
   ii. West Side
   iv. Streets/Roadways

b Address growth related issues (current and future)
   i. Interchanges
   ii. Impact on current transportation system
   iii. Bike paths/routes around town/buses

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Funding for this project has already been appropriated; there are no additional costs related to acceptance of this final report.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Do not accept the final report. Staff does not recommend this as the consultant has completed the work associated with the project and the results of their work will greatly assist the City in making informed decisions relative to pavement maintenance.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING THE FINAL REPORT AND PAVEMENT MANAGEMENT PROGRAM UPDATE AS COMPLETED BY NICHOLS CONSULTING ENGINEERS AS PART OF CITY PROJECT NO. 13-30, "PAVEMENT MANAGEMENT PROGRAM UPDATE"	**RESOLUTION NO. 2013-**

WHEREAS, the Stanislaus Council of Governments (StanCOG), through the use of federal funds and a contracted consultant, Nichols Consulting Engineers (NCE), conducted a regional Pavement Management Program (PMP) update for participating agencies for all roadways in the region identified as federal-aid roadways; and

WHEREAS, the City paid an additional $31,042 to StanCOG to have NCE survey all city streets, not just the arterial and collector streets identified under the original project scope, thereby allowing the City to have current, accurate data relative to pavement conditions for all City streets; and

WHEREAS, NCE has completed all portions of survey, analysis, and reporting requirements under the project, as well as training requirements for City staff to utilize the StreetSaver web-based application for further tracking and management of pavement conditions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the final report and Pavement Management Program Update as completed by Nichols Consulting Engineers as part of City Project No. 13-30, "Pavement Management Program Update."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

8B

Council Synopsis

November 12, 2013

From: Allison Van Guilder, Parks, Recreation & Public Facilities, Division Manager

Prepared by: Erik Schulze, Parks, Recreation and Public Facilities Superintendent

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the naming of the northeast storm basin walkway to "Singh Walkway" on behalf of the Turlock Indian American population in recognition of their contributions to the Turlock community

2. DISCUSSION OF ISSUE:

Several months ago Dr. Ram Saini approached staff with a request to name a City owned facility with the "Singh" name, to recognize the contributions of the Indian American community in Turlock. The "Singh" naming reference was chosen because it is a well-known last name amongst the Indian American population. After considering multiple locations and evaluating conformance with City policies and practices, the northeast storm basin walkway was identified as the most feasible option. This area offers a meandering sidewalk surrounding an expansive green space and has an ideal location for signage on Christopherson Parkway near the landscaped pump station. On October 9th the Parks, Recreation and Community Programs Commission was asked to recommend to City Council the naming of the northeast storm basin walkway as "Singh Walkway". The motion passed unanimously and is now before Council for consideration. If approved, Dr. Saini will be responsible for the cost of the new sign. Attached is a copy of the Naming of City Owned Facilities request marked as Exhibit "A".

3. BASIS FOR RECOMMENDATION:

A. The Role of the Parks, Recreation and Community Programs Commission is to advise the City Council and staff in matters pertaining to parks, recreation, community programs and related facilities.

B) Resolution 2008-154 directs the Parks, Recreation and Community Programs Commission to recommend the naming of City facilities with final approval given by the City Council.

Strategic Plan Initiative: COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

Goal(s): a. Community Infrastructure:
iv). Provide safe, well designed and attractively maintained park facilities for the citizens of Turlock to enjoy recreation activities and socialize.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $5,500 Estimated Cost

Dr. Ram Saini has committed to raise the funds to purchase the new sign.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Council could reject the Parks, Recreation and Community Programs Commissions recommendation of naming the northeast storm basin walkway "Singh Walkway".

EXHIBIT A

CITY OF TURLOCK

Naming of City Owned Facilities to recognize an Individual or Organization

NOMINATION FORM

Nomination for consideration in the naming of a City-owned facility. Please type or print clearly and submit to the office of

Park, Recreation & Community Commission, Chair
City of Turlock
144 S. Broadway, Turlock CA 95380
Telephone: 668-5594
Fax: 668-5619

Date 6/18/13

I. Individual/organization submitting name: Dr. RAM SAINI

Address: 4622 Fireside Dr Telephone: 209-620-3950 Fax: 209-667-0404

II. Nominee: (circle one) Individual (Organization) Club

1. Name: Dr. RAM SAINI Telephone: 209-620-3950
2. Mailing Address: 4622 Fireside Dr Zip Code: _____
   Number of Years in Turlock area 42 years.

   Recommended Name of Facility SINGH PARK
   Location of Facility _____

Explanation of why this individual / organization should be considered. (This information will be used by the Commission to determine the basis for their decision.) (Use additional paper if needed).

(1) STORM DRAIN 1 Basin between WALNUT + PANORAMA
2 Green Belt OFF CHRIS To Pherson + County WALK Dr.

Please See Enclosed Attached

Name of Chair Reviewing Nomination: _____ Date _____

REQUEST OF NAMING A SINGH PARK OF A CITY OWNED PROPERTY

Honorable Chairperson,
Parks, Recreation & Community Commission
City of Turlock
144 S. Broadway, Turlock, CA. 95380

Dear Sir/Madam,

On behalf of Indian American Community here in Turlock, CA. I am requesting that a Park or Walkway be designated on city owned property. I have been living in this town with my family since 1971 and have seen a tremendous growth in population. We have lots of Indian/American who live in this town. They are contributing great deal of services-along with financial contributions in terms of income taxes, property taxes and community services.

I would like to bring to your kind attention that:

1 There are over 10 medical practitioners who are Indian/ Americans, practicing in Turlock and contributing their time towards better health of our residents.

2 My daughter Dr. Sunita Saini was nominated by Mrs. Obama to create awareness against obesity among school kids in this area. She contributed lots of her time giving presentations to school children.

3 We have 5 Indian/Americans professors teaching at the Calif. State University at Stanislaus.

4 We had an Indian / American (Dr. Rao Cherukuri) who served as a Dean of Business Administration and last year in his memory, the family gave $100,000.00 as scholarship money to school of business administration in Turlock campus.

5 Over 50% Gas Stations are owned by Indian/Americans who contribute sizable amount of sales tax for the county or the city.

6 We have Indian/Americans living in Turlock and own over 7,000 acres of crop land.

7 We have Indian / American who is serving in Turlock School Board and Stanislaus fair Board-appointed by Governor of California.

8 We have Indian/American who owns a car dealership in the City of Turlock and contributing towards sales tax.

9 I have been serving as a founding board member of California Poultry Federation and a member of PEPA scholarship board that look after $750,000.00 for scholarship to needy students in agriculture field.

10 I donated over $250,000.00 to build a high school for poor kids in India and set up a trust Fund to award scholarships to deserving students for further studies

11 I helped collect over $4.2 million to build a state of the art EYE HOSPITAL in India to help bring the eye sight back for the poor people who cannot afford the treatment

SINGH is a very common name in India and they are living almost every part of the world. I have seen some parks and Facilities dedicated or named many cities in the United States. SINGH IS A MIDDLE NAME and is very popular in India.

I would appreciate if you consider a site for "SINGH PARK" OR SINGH WALK WAY at

1. NORTHEAST BASIN
2. WALNUT BASIN
3. SUMMERFAIR PARK

WE WILL BE HAPPY TO PAY FOR THE SIGN.

We sincerely hope that the Commission or the city council accept our request and recognize Indian/ American community people who are an integral part of our city.

If any more information is needed, please do not hesitate to call upon me at 209-620-3950.

Sincerely,

Ram Saini

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF NAMING THE NORTHEAST STORM BASIN WALKWAY TO "SINGH WALKWAY" ON BEHALF OF THE TURLOCK INDIAN AMERICAN POPULATION IN RECOGNITION OF THEIR CONTRIBUTIONS TO THE TURLOCK COMMUNITY	**RESOLUTION NO. 2013-**

WHEREAS, the Role of the Parks, Recreation and Community Programs Commission is to advise the City Council and staff in matters pertaining to parks, recreation, community programs and related facilities; and

WHEREAS, this project meets the objective set forth in the City Council's Strategic Plan. Policy Initiative Community Programs, Facilities and Infrastructure: Goal a-iv) Community Infrastructure: Provide safe, well designed and attractively maintained park facilities for the citizens of Turlock to enjoy recreation activities and socialize; and

WHEREAS, Resolution No. 2008-154 directs the Parks, Recreation and Community Programs Commission to recommend the naming of City facilities with final approval given by the City Council; and

WHEREAS, a motion was made and passed unanimously by the Parks, Recreation and Community Programs Commission to recommend the naming of the northeast basin walkway "Singh Walkway" to go before the City council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve naming the northeast basin walkway to "Singh Walkway" on behalf of the Turlock Indian American population in recognition of their contributions to the Turlock community.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

8C

Council Synopsis

November 12, 2013

From: Michael Cooke, Municipal Services Director

Prepared by: Garner R. Reynolds, Regulatory Affairs Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $350,000 to account number 410-51-530.43340 "North Valley Regional Recycled Water Project" from Water Quality Control Fund 410 Operations Reserve

2. DISCUSSION OF ISSUE:

The City of Turlock is a partner in the North Valley Regional Recycled Water Project (NVRRWP), and has been working together with the City of Modesto to deliver recycled water to Del Puerto Water District (DPWD).

The City of Turlock's Regional Water Quality Control Facility (RWQCF) discharges tertiary treated recycled water to the San Joaquin River. Recycled water may be used for a number of beneficial purposes. Over the past three years, the City has been working with Del Puerto Water District and other potential end users of the City's recycled water as a means to augment regional water supplies. The City of Turlock, in partnership with the City of Modesto, is investigating the feasibility of conveying recycled water to the Delta Mendota Canal (DMC) for use by DPWD. DPWD will divert the water through their existing turnouts on the DMC and provide the water to existing irrigation users as a supplement to their existing Central Valley Project (CVP) water supply which is subject to curtailment. This will reduce the need to increase groundwater pumping in dry years when the full CVP contract amount is not available.

Initial work completed to date: Regulatory and Permitting Evaluation, Water Rights Analysis Support, Engineering/Technical Analysis, Water Quality Characterization, Pipeline Corridor Study, and a Draft North Valley Recycled Water Program Feasibility Study. Remaining work to be completed is the finalization of the wheeling agreement, the water rights application to the State Water Resources Control Board, and finalization of the Feasibility Study. This work is estimated to cost approximately $50,000.

The next phase of work is to provide the basis for approval of use of the Delta Mendota Canal for conveyance of recycled water, including CEQA/NEPA compliance, technical analysis, the basis for permit approvals, engineering descriptions of the required project components, and funding support. Upon completion of this scope of work, the project could proceed immediately to implementation. This phase of work is estimated to cost approximately $1.2 Million, and Turlock's portion is $600,000, of which $300,000 will be necessary for the remainder of this fiscal year. The remaining balance of $300,000 will be budgeted in Fiscal Year 2015

The estimated cost to finish the initial work is $50,000, and the next phase work is estimated at $300,000. Therefore, the budget adjustment required for the remaining work for this fiscal year is $350,000.

The proposed project is consistent with previous City Council actions to construct critical infrastructure to facilitate economic development.

3. BASIS FOR RECOMMENDATION:

A. The City of Turlock has completed the initial work to determine the feasibility of providing recycled water for beneficial reuse to Del Puerto Water District, and has determined this to be a viable project.

B. The next phase of work necessary for this project to move forward to implementation is to complete the CEQA/NEPA compliance, technical analysis, engineering descriptions, and permit approvals.

C. There are adequate reserves in the Water Quality Control Fund for this phase of the project. This project is a long-term investment in the wastewater treatment system that is necessary to ensure beneficial reuse of our wastewater.

Strategic Plan Initiative: MUNICIPAL INFRASTRUCTURE

Goal(s): b. Address Growth-Related Issues (Current and Future)
- iii) Wastewater
- viii) Beneficial Reuse of Recycled Water
- ix) Collaborative regional efforts on water resources planning and management

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Budget Amendment: Appropriate $350,000 to account number 410-51-530.43340 "North Valley Regional Recycled Water Project" from Water Quality Control Fund 410 Operations Reserve.

The Water Quality Control Fund has a Fiscal Year 2013-14 operations reserve of $16,516,128.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) The City Council could elect not to proceed with the North Valley Regional Recycled Water Project. This alternative is not recommended because beneficial reuse of wastewater optimizes the use of recycled water and is a regional economic benefit.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $350,000 TO ACCOUNT NUMBER 410-51-530.43340 "NORTH VALLEY REGIONAL RECYCLED WATER PROJECT" FROM WATER QUALITY CONTROL FUND 410 OPERATIONS RESERVE	}	**RESOLUTION NO. 2013–**

WHEREAS, the City is a partner in the North Valley Regional Recycled Water Project; and

WHEREAS, the City discharges tertiary treated recycled water to the San Joaquin River; and

WHEREAS, the City, in partnership with the City of Modesto, is working together to convey recycled water to the Delta Mendota Canal for irrigation purposes; and

WHEREAS, the proposed project will reduce the need for groundwater pumping in dry years.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $350,000 to account number 410-51-530.43340 "North Valley Regional Recycled Water Project" from Water Quality Control Fund 410 Operations Reserve.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk
City of Turlock, County of Stanislaus
State of California

8D

Council Synopsis

November 12, 2013

From: Michael Cooke, Municipal Services Director

Prepared by: Stephen Fremming, P.E., Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $231,500 to account number 415-51-538.43327 "Construction Management" from Fund 415 "Sewer Bonds" Reserve for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline"

2. DISCUSSION OF ISSUE:

The City has an agreement with Carollo Engineers to perform construction management services for City Project No. 6859 "Harding Drain Bypass Pump Station and Pipeline". The project will require that Carollo expend their total contract amount in order to provide construction management services through contract completion, estimated to be January 2014. Due to an error made when the budget was being prepared, the amount budgeted for Fiscal Year 2013-14 for construction management services is less than the balance of the amended agreement with Carollo Engineers. At this point in the project's life, the current budget will not allow the City to pay for services rendered in October 2013 and later. Therefore, an appropriation of additional funds up to the current contract price is needed to continue making payments to Carollo Engineers per the agreement. This action does not increase the total cost for this contract, it allows the spending of those contracted amounts in the current Fiscal Year.

3. BASIS FOR RECOMMENDATION:

A) An appropriation is needed to amend the budget to continue making payments to Carollo Engineers.

Strategic Plan Initiative: D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)
iii) Wastewater *(This project removes the City's treated wastewater from Harding Drain and provides the City with its own discharge to the San Joaquin River).*

4. FISCAL IMPACT / BUDGET AMENDMENT:

Staff requests approval of an appropriation of $231,500 to account number 415-51-538.43327 "Construction Management" from Fund 415 "Sewer Bonds" Reserve for Construction Management services rendered by Carollo Engineers.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

An Environmental Impact Report (EIR) was prepared and approved for this project. The City is required to hire a qualified wildlife biologist to perform a number of surveys, as per the environmental mitigation requirements identified in the EIR.

7. ALTERNATIVES:

A). Not approve the appropriation. Staff does not recommend this alternative because Carollo has a contract with the City for Construction Management services and the appropriation is needed to continue making payments to Carollo Engineers.

8E

Council Synopsis

November 12, 2013

From: Michael Cooke, Municipal Services Director

Prepared by: Stephen Fremming, P.E., Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $37,400 to account number 415-51-537.43327 "Construction Management" from Fund 415 "Sewer Bonds" Reserve for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion"

2. DISCUSSION OF ISSUE:

The City has an agreement with Carollo Engineers to perform construction management services for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion". The project will require that Carollo expend their total contract amount in order to provide construction management services through contract completion. Due to an error made when the budget was being prepared, the amount budgeted for Fiscal Year 2013-14 for construction management services is less than the balance of the amended agreement with Carollo Engineers. An appropriation of additional funds up to the current contract price is needed to assure that payments may be made up to the current contract amount during Fiscal Year 2013-14. This action does not increase the total contract cost, it allows the spending of those contracted amounts in the current Fiscal Year.

3. BASIS FOR RECOMMENDATION:

A) An appropriation is needed to amend the budget to assure that payments may be made up to the current contract amount during Fiscal Year 2013/14.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b. Address growth related issues (current and future)
iii) Wastewater (*This project increases the City's ability to effectively receive, treat, and discharge treated wastewater).*

Council Synopsis

November 12, 2013

From: Michael Cooke, Municipal Services Director

Prepared by: Stephen Fremming, P.E., Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $37,400 to account number 415-51-537.43327 "Construction Management" from Fund 415 "Sewer Bonds" Reserve for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion"

2. DISCUSSION OF ISSUE:

The City has an agreement with Carollo Engineers to perform construction management services for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion". The project will require that Carollo expend their total contract amount in order to provide construction management services through contract completion. Due to an error made when the budget was being prepared, the amount budgeted for Fiscal Year 2013-14 for construction management services is less than the balance of the amended agreement with Carollo Engineers. An appropriation of additional funds up to the current contract price is needed to assure that payments may be made up to the current contract amount during Fiscal Year 2013-14. This action does not increase the total contract cost, it allows the spending of those contracted amounts in the current Fiscal Year.

3. BASIS FOR RECOMMENDATION:

A) An appropriation is needed to amend the budget to assure that payments may be made up to the current contract amount during Fiscal Year 2013/14.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b. Address growth related issues (current and future)
iii) Wastewater (*This project increases the City's ability to effectively receive, treat, and discharge treated wastewater).*

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $37,400 TO ACCOUNT NUMBER 415-51-537.43327 "CONSTRUCTION MANAGEMENT" FROM FUND 415 "SEWER BONDS" RESERVE FOR CITY PROJECT NO. 0751, "TURLOCK REGIONAL WATER QUALITY CONTROL FACILITY HEADWORKS AND SECONDARY TREATMENT CAPACITY EXPANSION"	**RESOLUTION NO. 2013-**

WHEREAS, the City has an agreement with Carollo Engineers to perform construction management services for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion"; and

WHEREAS, the amount currently budgeted for Fiscal Year 2013-14 for construction management services is less than the balance of the amended agreement with Carollo Engineers; and

WHEREAS, an appropriation of $37,400 will increase the Fiscal Year 2013-14 budget to match the balance of Carollo Engineers' amended agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $37,400 to account number 415-51-537.43327 "Construction Management" from Fund 415 "Sewer Bonds" Reserve for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

8F

Council Synopsis

November 12, 2013

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing approval to enter into a contract with "Consult-A-Doc" for the remainder of Fiscal Year 2013-14 for "24/7/365 on demand" physician consultations

2. DISCUSSION OF ISSUE:

The City of Turlock is a self-funded plan and Winton-Ireland Insurance Agency, Inc., the City's broker, and the City's benefits management team regularly review claims data. One area of concern is the use of the emergency room for non-emergent issues. This option would also save on employees going through prompt care and/or urgent care facilities, even out of area claims, as these claims are paid as if in network, even if they are not, and they can be quite expensive.

Consult-A-Doc was noted as one of the world's top 50 most innovative companies by Fast Company magazine in 2013. CADr provides medical consultations by phone, by video consultation via SmartPhone or computer, or does web chat consultations. These consultations can be "on demand" if severe enough, by appointment, or requesting a call back from a physician. Guaranteed turnaround time by CADr is 4 hours; however, current consultations are being handled in 30 minutes or less.

There are various reasons CADr may be used: if someone is traveling, after normal business hours/.weekends, traveling, for health advice, even to obtain an acute prescription (if a prescription is warranted at the discretion of the consulting physician). All physicians are board certified in their specialty so you will receive a quality and qualified doctor. This will save both the member and the Plan money immediately plus it saves time by waiting in the comfort of your home rather than at an ER and sitting amongst sick people. In addition, a full website is available to all members to check symptoms, research a recent diagnosis, use an audio library by topic, update your health history profile, plus many other great services.

The recommendation is to add CADr to the City's benefit package and the cost to the City is $2.20 per employee per month. Using the current census (301 EEs) would put cost just under $8,000 annually. The member is not charged a co-pay for services to use CADr, unless a prescription is given. If a prescription is written, this is handled as it is now and the member would use Caremark for that service.

3. BASIS FOR RECOMMENDATION:

A) Included in discussion of issue.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): a. Create an "efficient" yet effective City government organization

4. FISCAL IMPACT / BUDGET AMENDMENT:

Allocated in Fiscal Year 2013-14 budget

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

The alternative is to not utilize the CADr benefit.

AmericanHealth

New Client-Group Profile for CADr

Type of Request	☒ Add ☐ Change ☐ Delete
Effective Date Requested	01/01/2014 Should be at least 30 days from date this form is completed & sent to AHH
Client Information	**Business Name:** City of Turlock Address line 1: 156 S Broadway Address line 2: Suite 235 City, State, Zip: Turlock, CA 95380 Main Phone: 209.668.5542 Fax: 209.668.5668 Web Site: www.turlock.ca.us
Type of Client	☐ TPA; ☐ PPO; ☐ Reinsurer; ☐ H&W Fund; ☒ Employer Group; ☐ Broker/Consultant; ☐ Other, describe
Group Information (attach a separate form for each group)	Group Name: City of Turlock Address line 1: 156 S. Broadway Address line 2: Suite 235 City, State, Zip: Turlock, CA 95380 Main Phone: 209.668.5542 Fax: 209.668.5668 Web Site: www.turlock.ca.us
Total # Employees (for group)	301
Program participation	☒ Employees ☒ Spouses/Domestic Partners ☒ Dependents ☒ Retirees
Group Type	Is group ☐ fully-insured ☒ self-funded
Health Plan Type (check all that apply)	☒ PPO ☐ HRA ☐ HSA
Plan Name	City of Turlock NBD EPO Plan
Group Number	40000
Plan Number	1
Format for eligibility submission	☐ Group has other AHH products (Initial eligibility and updates will be sent via current iSuite eligibility process) ☐ Stand-alone CADr <100 employee lives (no other AHH products) (Initial eligibility and updates sent via AHH Web Portal) ☒ Stand-alone CADr 100+ employee lives (no other AHH products) (Initial eligibility sent via EZ eligibility format; maintenance via AHH Web Portal) To ensure timely delivery of member materials, a clean file (no errors) must be received no later than the 15th of the month prior to requested go live date (if the 15th falls on Saturday or Sunday, file should be received the preceding Thursday)
Eligibility updates (thru Web Portal)	☒ To establish Web Portal access for the person(s) who will responsible for eligibility updates, send completed Request for Access Form to BST@ahhinc.com
Member Communications Mailed to:	☒ Client; ☐ Group; ☐ Member's home (additional cost applies for initial mailing) After initial group mailing, brochures are sent to member homes (unless group adds 10 or more members at one time, then they will be mailed as noted above)

MASTER CONTACT SECTION	
Primary Contact:	(Person who will regularly interface with American Health for questions or concerns)
Name:	Sarah Eddy Title: Personnel/HR
Contact information:	Direct phone number: 209.668.5542 x1107 Fax number: 209.668.5668
E-mail address:	seddy@turlock.ca.us

AmericanHealth

New Client Profile (continued)

MASTER CONTACT SECTION	
Billing Contact Name: Name Contact information: E-mail address:	(Person who will handle remittance of payments to American Health) Combined Benefits Administrators Title: Attn: Carmen Direct phone number: 800.709.4734 Fax number: 559.289.1478 carmen@combinedbenefitsadministrators.com
Legal/Contracts Contact Name: Name Contact information: E-mail address:	(Person who has authority to sign contract on behalf of client) Roy Wasden Title: City Manager Direct phone number: 209.668.5542 x1101 Fax number: 209.668.5668 rwasden@turlock.ca.us
Marketing Contact Name: Name Contact information: E-mail address:	(Person who should receive marketing and member communication materials) Jessie Dhami Title: HR Generalist Direct phone number: 209.668.5542x1105 Fax number: 209.668.5668 jdhami@turlock.ca.us
Reports to:	Name: Lynn Bull Title: Broker Direct phone number: 209.216.3056 Fax number: 209.664.3659 E-mail address:lbull@wintonireland.com
Consultant/Broker: Contact Name Contact information: E-mail address:	Winton-Ireland Insurance Agency, Inc. Lynn Michelle Bull Title: Broker Direct phone number: 209.216.3056 Fax number: 209.664.3659 lbull@wintonireland.com
OTHER INSTRUCTIONS	
Pricing:	☒ PEPM, rate $2.20 ☐ Other arrangement, explain
Special Instructions:	1. Initial enrollment packets to be mailed to the broker for distribution 2. If possible, would like to set up billing and EDI for eligibility to go directly to AHH from Combined Benefits Administrators (CBA). 4704 W. Jennifer, Suite 104, Fresno, CA, 93722. Toll free 800.709.4734 (other groups are set up this way) 3. The timing of the EDI transmission can be worked out between CBA and AHH, but at a minimum time period of monthly.

Submitted By	Name: Lynn M. Bull Date Submitted: 09/24/2014

If you have any questions on this form please call the Business Support Team at (866) 614-4244

Forward completed form to the American Health
Fax: (614) 818-3231 or email: CADr@ahhinc.com

8G

Council Synopsis

November 12, 2013

From: Robert A. Jackson, Chief of Police

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the sole source purchase of Motorola mobile and portable radios as necessary to ensure Turlock Police is in compliance with the Project-25 (P25) standard of interoperability, without compliance to the formal bid process, for the purchase, programming, and installation of necessary equipment and accessories, in an amount not to exceed $590,000

2. DISCUSSION OF ISSUE:

Over the last several years, the Turlock Police Department has engaged in an effort to upgrade mobile and portable radios to meet a pending requirement to be Project-25 (P25) compliant. P25 is a digital interoperability requirement that the Turlock Police Department, and all public safety agencies, must meet by the year 2018.

During the August 28, 2012, City Council meeting, Chief Robert Jackson provided the City Council with a staff update describing the current status of the emergency radio system and the need to upgrade mobile and portable radios to the P25 digital standard.

The Turlock Police Department currently has one hundred twenty-eight (128) portable radios. Of those, thirty-three (33) are P25 compliant leaving a balance of ninety-five (95) that are not compliant with the pending P25 requirement.

The Turlock Police Department currently has sixty-five (65) mobile radios all of which are not compliant with the pending P25 standard.

The APX6500 mobile and the APX6000 portable are the recommended models for this purchase based on their compliance with the P25 standard.

3. BASIS FOR RECOMMENDATION:

Motorola has previously been declared as the sole source provider of mobile and portable radios for the Turlock Police Department inventory. Motorola is offering a promotional discount on mobile and portable radios if purchased no later than November 22, 2013. The promotional discount is between $450 and $550 depending on the model of equipment purchased.

If all necessary mobile and portable radios are purchased by the November 22, 2013, date, the discount will be $72,300 off the regular purchase price.

Programming and installation will be necessary when the equipment is received. It is the recommendation of staff to use Delta Wireless, who currently holds the maintenance and service agreement for the Turlock Police Department, for programming and installation services related to this purchase. All mobile and portable radios will require programming. Mobile radios will require installation into the respective vehicle.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): 1(b)(i)(b) Enhance internal and external communications and teamwork.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Staff received a quote from Motorola in the amount of $577,161.02 for the purchase of mobiles, portables, and necessary accessories. The quote from Motorola is attached as Exhibit "A".

Staff received a quote from Delta Wireless in the amount of $10,804.75 for the programming and installation services related to this purchase. The quote from Delta Wireless is attached as Exhibit "B".

The total cost of this project is estimated to be $587,965.77.

Funding for this project is identified as follows:

Currently allocated in the approved Fiscal Year 2013-14 budget
$190,000 from G/L 112/10-116.51150 (Mobile Radios)
$180,000 from G/L 112/10-116.51151 (Hand Held Radios)

Appropriate:
Up to $200,000 to G/L 267/20-270-320.44030_006 (SLESF Minor Equipment Radios)

- $100,000 approved for this use during the November 13, 2012 Turlock City Council meeting (Agenda item 5Y)
- $100,000 approved for this use during the November 12, 2013 Turlock City Council meeting (Agenda item 5T)

$20,000 paid by Stanislaus Regional 911 (SR911) as per the agreement approved by Turlock City Council on September 11, 2012 (Agenda item 5K)

Summary Chart:	
Capital Reserve Mobile Radio	$190,000
Capital Reserve Hand Held Radio	$180,000
SLESF 2012	$100,000
SLESF 2013	$100,000
SR911	$ 20,000
Total	***$590,000***

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Council could reject the recommendation to purchase this equipment.

MOTOROLA
Authorized Manufacturers Representative

930 Striker Ave #A
Sacramento, Ca 95834
Phone: (916) 966-6611
Fax: (916) 966-4751
Email: jmaduri@deltawireless.com

Exhibit A

Turlock PD

11-Oct-13

Informational Cost and Equipment

Item	*Qty*	*DESCRIPTION*		*DNUP PRICE*	*Customer Level*	
1	3	M25URS9PW1N **APX6500 Mobile**		$1,899.00	$1,519.20	
		7/800 Mhz, 35 Watt, 870 ch		$0.00	$0.00	
		G806 ASTRO		$515.00	$412.00	
		G51 Smartzone		$1,200.00	$960.00	
		G361 P25 Trunking		300.00	$240.00	
		G442 Control Hd		$432.00	$345.60	
		G444 Control Hd software		$0.00	$0.00	
		G67 Remote Mt		$297.00	$237.60	
		G335 1/4 Wave Ant		$14.00	$11.20	
		W22 Mic		$72.00	$57.60	
		B18 Speaker		$60.00	$48.00	
		QA01749 Advance System Software Key		$0.00	$0.00	
		Factory incentive to 11/22/13			-$450.00	
			Sub Total	$4,789.00	$3,381.20	$10,143.60
2	59	M25URS9PW1N **APX6500 Mobile**		$1,899.00	$1,519.20	
		7/800 Mhz, 35 Watt, 870 ch		$0.00	$0.00	
		G806 ASTRO		$515.00	$412.00	
		G51 Smartzone		$1,200.00	$960.00	
		G361 P25 Trunking		300.00	$240.00	
		G442 Control Hd		$432.00	$345.60	
		G444 Control Hd software		$0.00	$0.00	
		G66 Dash Mount		$125.00	$100.00	
		G335 1/4 Wave Ant		$14.00	$11.20	
		W22 Mic		$72.00	$57.60	
		B18 Speaker		$60.00	$48.00	
		QA01749 Advance System Software Key		$0.00	$0.00	
		Factory incentive to 11/22/13			-$450.00	
			Sub Total	$4,617.00	$3,243.60	$191,372.40
3	3	M30URS9PW1N APX7500 Mobile, single band, mid power		$2,272.00	$1,817.60	
		7/800 Mhz, 35 Watt		$0.00	$0.00	
		G806 ASTRO		$515.00	$412.00	
		G51 Smartzone		$1,500.00	$1,200.00	
		G361 P25 Trunking		$300.00	$240.00	
		G442 05 Head		$432.00	$345.60	
		G444 Control Head software		$0.00	$0.00	
		G138 Motorcycle Software		$0.00	$0.00	
		G67 Remote Mt Motorcycle		$400.00	$320.00	
		G335 Ant		$14.00	$11.20	
		W22 Mic		$72.00	$57.60	
		B18 Speaker		$60.00	$48.00	
		W620 No enclosure		$0.00	$0.00	
		QA01749 Advance System Software Key		$0.00	$0.00	
		Factory incentive to 11/22/13			-$550.00	
			Sub Total	$5,565.00	$3,902.00	$11,706.00
4	95	H98UCF9PW6AN **APX6000 Portable Model II**		$2,200.00	$1,760.00	
		7/800Mhz, 3 Watt, 96 Ch		$0.00	$0.00	
		Q806 ASTRO		$515.00	$412.00	
		H38 Smartzone		$1,200.00	$960.00	
		Q361 P25 Trunking		$300.00	$240.00	
		QA01749 Advanced Sys Key, Software		$0.00	$0.00	
		Factory incentive to 11/22/13			-$450.00	
			Sub Total	$4,215.00	$2,922.00	$277,590.00
5	16	NNTN7065 APX Impress Multi Unit Charger		$788.00	$630.40	$10,086.40
6	95	PMMN4062 Remote Speaker Mic		$107.00	$85.60	$8,132.00
7	128	WPLN7080 APX Single Unit Charger		$125.00	$100.00	$12,800.00
8	95	PMNN4403 (spare) LIION Battery		$125.00	$100.00	$9,500.00
9	95	PMLN5657 Carry Case		$65.00	$52.00	$4,940.00

Installation not included.

Equipment:	$536,270.40
Tax:	$40,890.62
Total:	$577,161.02

TERMS: Standard: Net 30 Days from invoice: **Purchase order to be made out to Motorola**
VALIDITY: Nov 22, 2013
SHIPPING: Standard: FOB Destination
DELIVERY: Approx: 4 Weeks - ARO
SERVICE: Quotes are exclusive of installation & programming (unless expressly stated)

oted by: Joe Maduri 916 966 6611

DELTA
WIRELESS & NETWORK SOLUTIONS
ntractors Lic#748224
s Representative

Exhibit B

Delta Wireless, Inc.
1700 W. Fremont Street
Stockton CA 95203
209-948-9611 fax 209-948-0103
California C7 Contractor's License: 748224

Project Number BC1106134

SALES QUOTE

Customer

Name	Turlock PD	Contact	Steve Williams
Address		Phone	
City		Fax	
State		Email	
Zip		Project	Program and install new Radios

Dates

Quote Issued	11/6/2013
Customer P.O.	

Product/Service Name	Quantity	Price	TOTAL
Programming new portable and mobile APX radios (152)	152	$25.00	$3,800.00
Troy APX radio faceplates for vehicle consoles	40	$34.32	$1,372.80
Vehicle radio swap out from old radio to new radio	52	$50.00	$2,600.00
Motorcycle install/radio swapout (Radio, Control head, cable)	4	$360.00	$1,440.00
Remote Mount radio swap out	1	$257.40	$257.40

Subtotal Page 1	$9,470.20
Subtotal Pages 2-6	
Freight (Ground)	$71.03
Taxable Subtotal	$9,541.23
Tax	$727.52
Nontaxable Labor	$536.00
Fuel Surcharge	
TOTAL	$10,804.75

SCOPE OF WORK:
Delta Wireless will program 58 Mobile and 94 Portable radios. Delta will remove old radios from vehicles and install new radios in it's place using existing power and antenna cables. New faceplates for radio consoles will be replaced where required. Replacing the radios in the patrol vehicles can be done at customer locaation. Motorcycle radios and any other remote mounted radio will need to be replaced at Delta's shop.

Sales/Offered By: Bill Clark
Title: Shop Manager
Phone Number: 209 656-0210
Engineered By (Initials): BC

THIS QUOTE REPRESENTS AN ENGINEERED SOLUTION AND IS PROPRIETARY AND CONFIDENTIAL

Quote valid for thirty (30) days after receipt

DELTA
WIRELESS, INC

Delta Wireless, Inc.
1700 W. Fremont Street
Stockton CA 95203
209-948-9611 fax 209-948-0103
California C7 Contractor's License: 748224

Project Number BC1106134

Terms and Conditions

Customer			
Name	Turlock PD	Project	Program and install new Radios
Contact	Steve Williams	Phone	

Dates	
Quote Issued	11/6/2013
Customer P.O.	

TERMS AND CONDITIONS ***(Initial and Accept or Deny in the places provided)***

1) Installation contract: This quote is based upon detailed information provided to Delta Wireless, Inc. by the quoted customer. Signing this quote formally constitutes a signed contract for products and services between Delta Wireless, Inc. and the customer. _____ Initial

2) Adds, moves and changes to the scope of work described within this quote must result in a written change order signed by both parties, prior to the re-ordering or reconfiguration of any product or service provided on this quote. _____ Initial

3) Remobilization charges (depending on distance) will be added to this quote if the vehicle and/or site are not available at the time and place scheduled with the customer, or is not in the condition or configuration described by the customer. _____ Initial

4) Used equipment will be installed at the customer's own risk. Appearance and performance will not be improved by installation. Customers have the responsibility to inform Delta of equipment deficiencies prior to installation. Delta will be glad to provide a quote for the repair and/or replacement of any equipment. _____ Initial

5) Work Delay: Installation will begin only after all equipment to be installed is physically on hand and ready for installation. A delay in the work schedule may occur if the customer requests "Adds, moves or changes" to this quotation or if a previously unknown or undisclosed condition is discovered during installation that alters the work required. If a "change order" results, a minimum of one hour may be charged and/or travel time assessed for the remobilization of labor on the project. _____ Initial

6) Restocking and freight: A 25 % restocking fee will be added to the change order for any product returned by Delta, on the customer's behalf. If the equipment has already been installed and the product cannot be returned to the manufacturer, the customer must pay in full. Additional freight charges, if required, will be added to the change order. _____ Initial

7) Payment for equipment due upon receipt of equipment. _____ Initial

8) Labor payment due upon completion of contract.

9) Labor warranty 30 days. Does not cover labor required to troubleshoot and repair/replace defective equipment. _____ Initial

10)) Video system extended labor warranty: Delta offers an extended labor warranty to bridge the gap between the video equipment manufacturer's parts warranty and the cost of triage, analyzing, tracking, shipping, interfacing with the manufacturer, re-installing and testing the repaired video equipment. Each system is specific and unique requiring a quote. Please contact Delta Wireless at the number above. ☐ Accept ☐ Decline _____ Initial

11) Equipment warranty: Manufacturer's warranty applies. All labor to troubleshoot, reprogram, and reinstall equipment will not be included in the warranty. Freight charges to the manufacturer will not be included. _____ Initial

12) Non-Solicitation: Customer shall not, during the term of this Agreement and for a period of two (2) years immediately following the termination of the contract, or any extension hereof, for any reason, either directly or indirectly: (a) call on, solicit, induce, recruit, or encourage any of Delta Wireless employees to leave their employment or terminate their contracts or take away such employees; (b) attempt to solicit, induce, recruit, encourage or take away employees for the customer or any other person or entity; (c) call on solicit, induce, recruit or encourage any of the customers to terminate their relationships with Delta Wireless or take away such customers or (d) attempt to solicit, induce, recruit, encourage or take customer of Delta Wireless for the customer or any other person or entity. _____ Initial

13) Integration: Delta has provided a diligent work effort to identify the complexity, reliability and compatibility of the integration required within the system design of this surveillance video solution. Manufacturers differ on their understanding, interpretation and documentation level of their equipment and software. Therefore, Delta is not liable for the written or verbal information provided to Delta and presented to our clients through manufacturers, vendors and suppliers while integrating existing or future equipment and/or systems. Change orders may occur when these factors result in additional labor hours, or if additional equipment or software is required to provide the level of integration desired or to remedy a situation caused by the integrated product. _____ Initial

14) Server warranty:Server Warranty: Any attempt to alter software configuration or settings after server installation by other than Delta Wireless may void the server warranty and result in additional billing to restore proper system operation. An extended warranty through a Service Level Agreement (SLA) is available Call Delta Wireless for a quote. ☐ Accept ☐ Decline _____ Initial

15) Environmental limitations of video: Variations in video quality due to changes in sun position, weather, lighting or housing cleanliness are a function of equipment limitations and are not a responsibility of Delta Wireless. Manufacturer's warranty provides for component repair at a Depot only and does not cover troubleshooting labor, shipping costs or restoration labor charges. No maintenance, warranty labor or shipping cost is provided by this installation agreement unless the customer purchases an extended labor warranty from Delta Wireless. _____ Initial

16) Interference: Interference to licensed or unlicensed frequencies are not the responsibility of Delta Wireless. _____ Initial

CUSTOMER SIGNATURE CONSTITUTES AGREEMENT WITH DELTA WIRELESS AND NETWORK SOLUTIONS TERMS AND CONDITIONS

QUOTE AND TERMS ACCEPTED BY:	Date:

Quote valid for thirty (30) days after receipt

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE SOLE SOURCE PURCHASE OF MOTOROLA MOBILE AND PORTABLE RADIOS AS NECESSARY TO ENSURE TURLOCK POLICE IS IN COMPLIANCE WITH THE PROJECT-25 (P25) STANDARD OF INTEROPERABILITY, WITHOUT COMPLIANCE TO THE FORMAL BID PROCESS, FOR THE PURCHASE, PROGRAMMING, AND INSTALLATION OF NECESSARY EQUIPMENT AND ACCESSORIES, IN AN AMOUNT NOT TO EXCEED $590,000	**RESOLUTION NO. 2013-**

WHEREAS, Project-25 (P25) is a digital interoperability emergency radio system communication standard that the Turlock Police Department, and all public safety agencies, must meet by the year 2018; and

WHEREAS, Turlock Police has engaged in an effort to upgrade mobile and portable radios to meet a pending standard to be P25 compliant; and

WHEREAS, the Turlock Police Department will be required to purchase ninety-five (95) portable radios and sixty-five (65) mobile radios to upgrade the current inventory to P25 compliance; and

WHEREAS, Motorola APX6500 mobile and APX6000 portable radios meet the P25 standard; and

WHEREAS, the Turlock Police Department has identified funding to purchase all necessary equipment with a promotional offer through Motorola which will result in a savings of $72,300.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby authorize the sole source purchase of Motorola mobile and portable radios as necessary to ensure Turlock Police is in compliance with the Project-25 (P25) standard of interoperability, without compliance to the formal bid process, for the purchase, programming, and installation of necessary equipment and accessories, in an amount not to exceed $590,000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California